

AGENDA
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
REGULAR MEETING MAY 25, 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
 - a. Recognition Of Lieutenant Short.
 - b. Recognition Of Officer Villalobos.
 - c. Mothers Against Drunk Driving Awards Presentation.
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 May 11, 2010 Regular Meeting.
9. Public Hearings
 - a. Adopt Resolution No. 2010- , A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.
 - b. Second Reading And Adoption Of Ordinance No. 2010- , An Ordinance Amending Title 10, Parking Restrictions Enumerated, Of The Newman Municipal Code, Regulating Parking On Stephens Avenue And Authorizing Staff To Prepare And Publish A Summary Of Said Ordinance.
10. Regular Business
 - a. Report On Proposed 2010 Amendment To The Redevelopment Plan For The Newman Redevelopment Project
 - I. Resolution No. 2010- (RDA Resolution No. 2010-), A Resolution Of The Community Redevelopment Agency Of The City Of Newman Approving Its Report To The City Council Of The City Of Newman On The Proposed 2010 Amendment To The Redevelopment Plan For The Newman Redevelopment

Project, And Authorizing Transmittal Of The Evidentiary Record To The City Council Of The City Of Newman.

- II. Review and Consider Resolution No. 2010- (RDA Resolution No. 2010-), A Resolution Of The Community Redevelopment Agency Of The City Of Newman Considering And Adopting A Negative Declaration Of Environmental Impact For The Proposed 2010 Amendment To The Redevelopment Plan For The Newman Redevelopment Project.
 - III. Review and Consider Resolution No. 2010- , A Resolution Of The City Council Of The City Of Newman Considering And Adopting A Negative Declaration Of Environmental Impact For The Proposed 2010 Amendment To The Redevelopment Plan For The Newman Redevelopment Project.
 - IV. First Reading And Introduction Of Ordinance No. 2010- , An Ordinance Of The City Council Of The City Of Newman Approving And Adopting The Proposed 2010 Amendment To The Redevelopment Plan For The Newman Redevelopment Project.
- b. Approval Of Per-Capita Program Project List For Fiscal Year 2009/2010 And Fiscal Year 2010/2011.
 - c. Adopt Resolution No. 2010- , Authorizing The City Manager To Execute A CDBG Cooperation Agreement With Stanislaus County.
 - d. Approval Of Fiscal Year 2010/2011 CDBG Allocation Agreement.
 - e. Adopt Resolution No. 2010- , A Resolution Adopting A New Job Description For Police Corporal.
 - f. Adopt Resolution No. 2010- , A Resolution Accepting The Proposal For Industrial Pretreatment Compliance Program Assistance Consulting Services From Eco:Logic Engineering And Authorizing The City Manager To Execute Said Agreement.
 - g. Adopt Resolution No. 2010- , A Resolution Awarding The Newman Downtown Plaza Project To Perma-Green Hydroseeding, Inc. And Authorizing The City Manager To Execute An Agreement For Construction Services.
 - h. Adopt Resolution No. 2010- , Authorizing An Amendment The Existing Master Agreement With AECOM To Include Construction Management Services For The City Of Newman Downtown Plaza Project And Authorizing The City Manager To Execute An Agreement For Services.
 - i. Adopt Resolution No. 2010- , A Resolution Authorizing The City Manger To Execute A Contract With California Consulting For Governmental Affairs Services.

11. Items From District Five Stanislaus County Supervisor.

12. Items From The City Manager And Staff.

13. Items From City Council Members.

14. Adjourn To Closed Session

- a. Conference With Labor Negotiator - All Bargaining Units - G.C. 54957.6.
- b. Conference With Legal Council - Potential Litigation - One Case - G.C. 54956.9.
- c. Return To Open Session.

15. Adjournment.

Calendar of Events

May 25 - City Council - 7:00 P.M.

May 26 - Fire Department Blood Drive - 2:30 P.M. To 7:00 P.M.

May 28 - City Furlough Day - City Offices Closed

May 31 - Memorial Day - City Offices Closed

June 6 - City Softball Game - 10:00 A.M.

June 8 - Budget Workshop - 6:00 P.M.

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

June 9 - Downtown Plaza Groundbreaking Ceremonies - 4:00 P.M.

June 10 - League Central Valley Division Quarterly Meeting - Manteca - 6:00 P.M.

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

June 14 - Baseball Board Meeting - 6:00 P.M.

June 14 - NCLUSD Board Meeting - 6:00 P.M.

June 15 - Two-On-Two Meeting With The School Board - 4:00 P.M.

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

June 20 - Father's Day

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

Date.: May 21, 2010
Time.: 9:48 am
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
037544	05/07/10	-54.25	ELYSE SPAULDING	Ck# 037544 Reversed
037562	05/07/10	54.25	SARAH SPAULDING	MEN'S BASKETBALL REFEREE/SARAH SPAULDING
037563	05/12/10	200.00	EUGENIO OCHOA	REFUND MEMORIAL BLDG DEPOSIT/OCHOA
037564	05/17/10	346.00	STATE WATER RESOURCES CONTROL	DOWNTOWN PLAZA NOTICE OF INTENT
037565	05/17/10	346.00	STATE WATER RESOURCES CONTROL	NOTICE OF INTENT/SAFE ROUTES TO SCHOOL
037566	05/21/10	5452.65	AECOM USA, INC	REVIEW IMPROVEMENT PLANS/NEWMAN FAMILY APARTMENTS
037566	05/21/10	14269.36	AECOM USA, INC	SAFE ROUTES TO SCHOOL
037566	05/21/10	14201.87	AECOM USA, INC	P,Q,R,S,T,FRESNO,MERCED,WEST AVE INFRASTRUCTURE
037566	05/21/10	2992.95	AECOM USA, INC	HILL PARKING LOT/BID/CONTRACT/AWARD/COMMUNICATIONS
037566	05/21/10	2430.00	AECOM USA, INC	DOWNTOWN PLAZA/BID PREQUALIFICATION/PERMAGREEN
037566	05/21/10	1088.10	AECOM USA, INC	UNDERGROUND UTILITY DISTRICT/MTGS/CORRESPONDENCE
037566	05/21/10	1432.35	AECOM USA, INC	SHERMAN PARKWAY COLLECTION SYSTEM
037566	05/21/10	313.20	AECOM USA, INC	HURD BARRINGTON ELEMENTARY SCHOOL REVIEW
037567	05/21/10	50.00	AMERICAN MOBILE SHREDDING, INC	2 BIN DOCUMENT SHREDDING/PD
037568	05/21/10	385.73	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING/MAT RENTAL/TOWELS/APR 2010
037569	05/21/10	96.26	ARROWHEAD MOUNTAIN SPRING	BOTTLED WATER/APRIL 2010
037570	05/21/10	65.89	AT&T	MONTHLY TELEPHONE 5-1 TO 5-31-10 634-0508
037570	05/21/10	68.88	AT&T	MONTHLY TELEPHONE/5-1 TO 5-31-10 668-3946
037571	05/21/10	501.02	JAMES J. BELL	CONTRACT SERV/EVIDENCE CLERK/5-03 TO 5-13-10/BELL
037572	05/21/10	12253.00	BLUE SHIELD OF CALIFORNIA	HEALTH INSURANCE PREMIUM/JUNE 2010
037573	05/21/10	6300.00	BUSH,ACKLEY,MILICH,HALLIN	LEGAL RETAINER FOR FEB, MAR, APR, MAY 2010/HALLINA
037574	05/21/10	826.34	BUSINESS CARD	MEN'S BASKETBALL SHIRTS/MOVIE/LOGO SHIRT/
037574	05/21/10	427.02	BUSINESS CARD	LODGING/VINYL LETTERS/USB CORDS/WATER/COOKIES
037574	05/21/10	18.04	BUSINESS CARD	CABLE FOR PRINTER AT CORP YARD

Date.: May 21, 2010
Time.: 9:48 am
Run by: EMILY M. FARIA

CITY OF NEWMAN
CASH DISBURSEMENTS REPORT

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List.: NEW1
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Ck #	Check Date	CK Amount	Vendor Name	Description
037576	05/21/10	79.93	C B MERCHANT SERVICES, INC	REIMBURSE BAD DEBT
037577	05/21/10	288.49	CENTRAL SANITARY SUPPLY	MULTIFOLD TOWELS/TOILET PAPER
037577	05/21/10	51.86	CENTRAL SANITARY SUPPLY	RESTROOM CLEANER/DISINFECTANT
037578	05/21/10	45.00	JESSICA CUEVAS	REFUND OF PARK RENT/CANCELLED USE/CUEVAS
037579	05/21/10	207.14	ECONOMIC TIRE SHOP	TIRE REPAIRS/NEW TIRES/TUBES/BALANCE
037580	05/21/10	7007.00	ECO:LOGIC, INC	PO #10-48
037580	05/21/10	3203.25	ECO:LOGIC, INC	PO #10-43
037581	05/21/10	1083.00	EMPLOYMENT DEV DEPT/SUI	UNEMPLOYMENT BENEFITS/ENDING 03/31/10
037582	05/21/10	1444.25	GEOANALYTICAL LAB, INC.	WEEKLY BACTIS/BOD/TSS/NITRATES/DW WELLS
037583	05/21/10	2215.00	CITY OF GUSTINE	ANIMAL CONTROL SERVICES/APRIL 2010
037584	05/21/10	328.38	IKON OFFICE SOLUTIONS	OFFICE COPIER LEASE/4-25 TO 5-24-10/PD
037585	05/21/10	1568.00	INFOSEND, INC	UTILITY BILL & LATE BILL MAILING
037586	05/21/10	594.89	JOE'S LANDSCAPING &	LEAN-UP OF 1115 WISTERIA WAY
037586	05/21/10	9140.00	JOE'S LANDSCAPING &	LIGHTING & LANDSCAPE DISTRICT SERVICES/APRIL 2010
037587	05/21/10	306.28	MALLARD EXPRESS AUTO	REAR BRAKES AND ROTORS/ROTATE TIRES/UNIT 503
037587	05/21/10	368.97	MALLARD EXPRESS AUTO	REAR BRAKES/OIL CHANGE/AC RELAY FUSES/UNIT 504
037587	05/21/10	34.26	MALLARD EXPRESS AUTO	CHANGE OIL AND FILTER/BUICK
037587	05/21/10	10.00	MALLARD EXPRESS AUTO	REPLACED BATTERY UNDER WARRANTY/UNIT 503
037587	05/21/10	186.90	MALLARD EXPRESS AUTO	REPLACED REAR BRAKE PADS/ROTATED TIRES/PD
037587	05/21/10	188.31	MALLARD EXPRESS AUTO	REPLACE BRAKE PADS/CLEANED CALIPERS/BUICK
037588	05/21/10	1534.34	MID VALLEY IT, INC	MONTHLY IT CONTRACT SERVICES/JUNE 2010
037589	05/21/10	80.00	YESENIA MORALES	REFUND SHERMAN PARK RENTAL/CANCELLED/MORALES
037590	05/21/10	660.00	CITY OF PATTERSON	VIDEO REIMBURSEMENT/APRIL 2010
037591	05/21/10	36618.76	P G & E	GAS AND ELECTRIC 3-6-10 TO 4-19-10
037592	05/21/10	165.00	PITNEY BOWES CREDIT CORP.	POSTAGE METER RENTAL 2/28/10 TO 5/30/10

Date.: May 21, 2010
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CITY OF NEWMAN
CASH DISBURSEMENTS REPORT

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037593	05/21/10	8438.67	PRECISION INSPECTION, INC	Bldg Reg Inspec BLDG REGU
037594	05/21/10	200.00	ROBERTO AND IMELDA REYES	REFUND MEMORIAL BLDG DEPOSIT/REYES
037595	05/21/10	1100.00	RRM DESIGN GROUP, INC.	PROFESSIONAL SERVICES/DOWNTOWN PLAZA/NOV 2009
037596	05/21/10	5351.88	SHELL FLEET PLUS	GASOLINE AND DIESEL PURCHASES/APRIL 2010
037597	05/21/10	270.38	GORDON B. FORD	LLD DIRECT ASSESSMENT/MARQUEZ MANOR/26-070-41
037598	05/21/10	575.00	STATE OF CALIFORNIA	FINGERPRINTING APPS/FBI/RECORD REVIEW
037599	05/21/10	403.00	STANISLAUS COUNCIL	2009/2010 ANNUAL DUES/STAN COUNTY COUNCIL OF GOV
037600	05/21/10	493.89	STANISLAUS COUNTY	ANNUAL FEE FOR EMERGENCY SERVICES FISCAL 09/10
037601	05/21/10	65.84	STAPLES BUSINESS ADVANTAGE	WRIST PADS/MONITOR STAND/PAPER
037601	05/21/10	105.72	STAPLES BUSINESS ADVANTAGE	PASTEL COLORED PAPER/REC DEPT
037601	05/21/10	12.51	STAPLES BUSINESS ADVANTAGE	VOICE MAIL LOG/POST-IT TRANSMITTALS
037602	05/21/10	1328.80	TEL STAR INSTRUMENTS, INC	TROUBLESHOOTING CHART RECORDER & FLOWMETER/WWTP
037603	05/21/10	150.00	GEORGE VARGAS	VEHICLE OPERATION/FIRE DEPT/MARCH THRU MAY 2010
037604	05/21/10	1411.00	ZAM COMM	PO #10-40
Sub-Total:		----- 151445.36		
Grn-Total:		----- 151445.36		
Count:	64			

MINUTES
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
REGULAR MEETING MAY 11, 2010
CITY COUNCIL CHAMBERS, 7:00 P.M., 1200 MAIN STREET

1. Call To Order - Mayor Katen 7:01 P.M.
2. Pledge Of Allegiance.
3. Invocation - Mayor Katen.
4. Roll Call **PRESENT:** Davis, Candea, Martina And Mayor Katen.
ABSENT: None.

5. Declaration Of Conflicts Of Interest - None.

6. Ceremonial Matters

- a. Proclamation - Asthma Awareness Month.

Mayor Katen Presented Bernice Arnett, Stanislaus Asthma Coalition, A Proclamation Declaring May Asthma Awareness Month In The City Of Newman.

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

8. Consent Calendar

- a. Waive All Readings Of Ordinances And Resolutions Except By Title.
- b. Approval Of Warrants.
- c. Approval Of Minutes Of The April 27, 2010 Regular Meeting.
- d. Adopt Resolution No. 2010-28, A Resolution Authorizing The City Manager And The Director Of Public Works To Execute Agency-State Master Agreement And Program Supplement Agreement With Caltrans For The Construction Of The Downtown Plaza Project.
- e. Adopt Resolution No. 2010-29, A Resolution Requesting That The Board Of Supervisors Of Stanislaus County Consolidate The November 2, 2010 City Of Newman Municipal Election And Consolidate The Municipal Election To Fill The Vacancy Created By The Resignation Of Council Member Edward "Ted" Kelly With The Gubernatorial General Election To Be Held On November 2, 2010.

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

9. Public Hearings

- a. Report On Proposed 2010 Amendment To The Redevelopment Plan For The Newman Redevelopment Project

- I. Resolution No. 2010- (RDA Resolution No. 2010-), A Resolution Of The Community Redevelopment Agency Of The City Of Newman Approving Its Report To The City Council Of The City Of Newman On The Proposed 2010 Amendment To The Redevelopment Plan For The Newman Redevelopment Project, And Authorizing Transmittal Of The Evidentiary Record To The City Council Of The City Of Newman.
- II. Review and Consider Resolution No. 2010- (RDA Resolution No. 2010-), A Resolution Of The Community Redevelopment Agency Of The City Of Newman Considering And Adopting A Negative Declaration Of Environmental Impact For The Proposed 2010 Amendment To The Redevelopment Plan For The Newman Redevelopment Project.
- III. Review and Consider Resolution No. 2010- , A Resolution Of The City Council Of The City Of Newman Considering And Adopting A Negative Declaration Of Environmental Impact For The Proposed 2010 Amendment To The Redevelopment Plan For The Newman Redevelopment Project.
- IV. First Reading And Introduction Of Ordinance No. 2010- , An Ordinance Of The City Council Of The City Of Newman Approving And Adopting The Proposed 2010 Amendment To The Redevelopment Plan For The Newman Redevelopment Project.

Paul Schowalter, Urban Futures Inc., Gave The Council A Brief Background On The Redevelopment Plan Amendment. Schowalter Explained That The Money Comes From A Redistribution Of Property Taxes And Not From Tax Increases. Schowalter Noted That This Amendment Helps Keep Local Taxes Local.

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: The Council Conducted The Public Hearing And Continued The Remainder Of Item 9.a. To The May 25, 2010 Meeting.

10. Regular Business

- a. First Reading And Introduction Of Ordinance No. 2010- , An Ordinance Amending Title 10 Traffic Regulations, Section 10.04.050 Parking Restrictions Enumerated Of The City Of Newman Municipal Code, Prohibiting Parking On Stephens Avenue Except By Permit On School Days Between The Hours Of 7:00 A.M. And 4:00 P.M.

ACTION: Ordinance No. 2010- , An Ordinance Amending Title 10 Traffic Regulations, Section 10.04.050 Parking Restrictions Enumerated Of The City Of Newman Municipal Code, Prohibiting Parking On Stephens Avenue Except By Permit On School Days Between The Hours Of 7:00 A.M. And 4:00 P.M. Was Introduced By Council Member Martina. Ordinance Had Its First Reading By Title Only.

- b. Adopt Resolution No. 2010-30, A Resolution Approving The Preliminary Engineer's Report, Declaring Its Intentions To Levy And Collect Assessments, Setting A Time And Place For A Public Hearing And Ordering The Initiation Of Assessment Ballot Procedures For The Landscape And Lighting District.

ACTION: On A Motion By Davis Seconded By Candea And Unanimously Carried, Resolution No. 2010-30, A Resolution Approving The Preliminary Engineer's Report, Declaring Its Intentions To Levy And Collect Assessments, Setting A Time And Place For A Public Hearing And Ordering The Initiation Of Assessment Ballot Procedures For The Landscape And Lighting District, Was Adopted.

- c. Adopt Resolution No. 2010-31, A Resolution Awarding The Safe Routes To School, Street Reconstruction And P,Q,R,S,T, Fresno, Merced And West Avenue Project (Phase I) To Teichert Construction For \$209,082.40; Authorize The City Manager To Execute The Agreement And Approve A Budget Adjustment For The Safe Routes To School Portion Of Said Project.

ACTION: On A Motion By Candea Seconded By Martina And Unanimously Carried, Resolution No. 2010-31, A Resolution Awarding The Safe Routes To School, Street Reconstruction And P,Q,R,S,T, Fresno, Merced And West Avenue Project (Phase I) To Teichert Construction For \$209,082.40; Authorize The City Manager To Execute The Agreement And Approve A Budget Adjustment For The Safe Routes To School Portion Of Said Project, Was Adopted.

- d. Authorize An Increase For The On-Call Consulting Services From Eco:Logic Engineering.

ACTION: On A Motion By Candea Seconded By Davis And Unanimously Carried, The Council Authorized An Increase For The On-Call Consulting Services From Eco:Logic Engineering.

- e. Adopt Resolution No. 2010-32, A Resolution Accepting And Adopting The City Of Newman Personnel Rules.

ACTION: On A Motion By Martina Seconded By Katen And Unanimously Carried, Resolution No. 2010-32, A Resolution Accepting And Adopting The City Of Newman Personnel Rules, Failed By The Following Roll Call Vote. AYES: Martina And Katen; NOES: Davis And Candea; ABSENT: None; NOT PARTICIPATING: None.

ACTION: On A Motion By Martina Seconded By Davis And Unanimously Carried, Resolution No. 2010-32, A Resolution Accepting And Adopting The City Of Newman Personnel Rules, Was Adopted.

11. Items From District Five Stanislaus County Supervisor - None.

12. Items From The City Manager And Staff.

City Manager Holland Asked The Council For A Volunteer To Replace Council Member Kelly On The Business License Surcharge Committee And Council Member Davis Volunteered. Holland Noted That The Bid Opening For The Downtown Plaza Project Would Be On May 20, 2010 And That The Plaza Ground Breaking Ceremony Would Be On June 9, 2010 At 4:00 P.M. Holland Reminded The Council That The Recreation Department Would Be Hosting A Free Outdoor Movie Night On Saturday, May 22, 2010, That The League Of California Cities Quarterly Dinner Would Be On June 10, 2010 And That The May Two-On-Two Meeting With The School District Had Been Canceled. Holland Commented That The Building Department Was Now Closed On Fridays. Holland Publicly

Thanked Chief Richardson For Serving As Interim Police Chief. Holland Let The Council Know That The City Softball Game Had Been Scheduled For Sunday June 6, 2010.

Chief Richardson Noted That It Was National Police Officers Memorial Week. Richardson Thanked Staff For Their Hard Work At The Recent Animal Control Clinic And Mentioned That The Police Department Would Be Conducting A Police Canine Demonstration At The Outdoor Movie Night On May 22, 2010.

Public Works Director Reynolds Updated The Council On The Soil Boring Project, Hill Park Project, Pioneer Park Landscaping Project, Downtown Plaza Project And The Reseeding Of Sherman Park. Reynolds Noted That The Next Downtown Planting Day, Focusing On The Tree Wells, Would Be On Saturday May 15, 2010.

13. Items From City Council Members.

Council Member Davis Congratulated Chief Richardson And Reminded Everyone To Attend The Karate Tournament At Yolo Jr. High On Saturday May 15, 2010.

Mayor Katen Mentioned That He Had Spoken With Congressman Cardoza Regarding The Orestimba Creek Flood Control Project And That The Congressman Had Once Again Pledged His Support And Offered His Assistance With The Army Corps Of Engineers.

14. Adjournment.

ACTION: On Motion By Katen Seconded By Candea And Unanimously Carried, The Meeting Was Adjourned At 8:29 P.M.

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **9.a.**
City Council Meeting
of May 25, 2010

REPORT ON NUISANCE ABATEMENT

RECOMMENDATION:

Adopt Resolution No. 2010- , Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.

BACKGROUND:

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

ANALYSIS:

This notice informs property owners of all nuisance abatement procedures, option and their right to object at a public hearing. It is anticipated that many property owners will comply with the abatement notices prior to the hearing date. A final compliance survey will be done on Monday, May 24, 2010. A list of properties that have not complied with the abatement notice will be handed out at the council meeting prior to the public hearing.

FISCAL IMPACT:

None

CONCLUSION:

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

Respectfully submitted,



Randy Richardson, Chief of Police

REVIEWED/CONCUR:



Michael Holland, City Manager

RESOLUTION NO. 2010-

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

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

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

WHEREAS, said hearing was held on May 25, 2010, at 7:00 p.m., as in said notice provided; and,

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

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

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 25th day of May, 2010 by Council Member _____, who moved its adoption, which motion was duly seconded and was adopted upon roll call vote.

AYES:
NOES:
ABSENT:

APPROVED:

ATTEST:

Mayor Pro Tem

Deputy City Clerk

City of Newman
Abatement list

1. 1573 Canyon Creek

Tall grass and weeds through out the front and backyard of the property

Brian and Malissa Larson
1573 Canyon Creek Dr.
Newman, Ca 95307

NOTICE TO ABATE PUBLIC NUISANCE BY THE REMOVAL OF WEEDS,
DIRT, RUBBISH AND/OR RANK GROWTH

NOTICE IS HEREBY GIVEN THAT:

Pursuant to the provisions of Chapter 2, Title 8 of the City Code of Newman, the following conditions, as declared in Section 8-2-3, constitutes a public nuisance at: 1573 Canyon Creek Dr., APN No. 026-046-057-000,
Tall grass and weeds throughout front and backyard of property, which must be abated by the destruction, or removal thereof within 10 days of the date of the notice.

All responsible persons owning, managing or having control or change or occupancy of any such private property shall, without delay, destroy or remove such public nuisances, as defined above, from their property and from their half of the abutting street and alley between the lot lines, as extended, or such public nuisances will be destroyed or removed and such nuisances abated by City authorities, in which case the cost of destruction or removal will be assessed upon the lots and lands, from, or on which, or abutting the streets and alleys from, or on which, such nuisance was abated, and such costs will constitute a lien upon the lots or parcels until paid and will be collected on the next tax roll upon which Municipal taxes are collected.

All Property owners having objections to the proposed abatement of the nuisance are hereby notified to attend a meeting of the City Council of the City of Newman to be held on May 11, 2010 at 7:00 p.m., at which time and place all objections will be heard and given due consideration.

Dated: April 6, 2010

Jessica Tobin
Community Service Officer

Brian and Malissa Larson
1573 Canyon Creek Dr.
Newman, Ca 95307

Second Notice

NOTICE TO ABATE PUBLIC NUISANCE BY THE REMOVAL OF WEEDS, DIRT, RUBBISH AND/OR RANK GROWTH

NOTICE IS HEREBY GIVEN THAT:

Pursuant to the provisions of Chapter 2, Title 8 of the City Code of Newman, the following conditions, as declared in Section 8-2-3, constitutes a public nuisance at: 1573 Canyon Creek Dr., APN No. 026-046-057-000,
Tall grass and weeds throughout front and backyard of property, which must be abated by the destruction, or removal thereof within 10 days of the date of the notice.

All responsible persons owning, managing or having control or charge or occupancy of any such private property shall, without delay, destroy or remove such public nuisances, as defined above, from their property and from their half of the abutting street and alley between the lot lines, as extended, or such public nuisances will be destroyed or removed and such nuisances abated by City authorities, in which case the cost of destruction or removal will be assessed upon the lots and lands, from, or on which, or abutting the streets and alleys from, or on which, such nuisance was abated, and such costs will constitute a lien upon the lots or parcels until paid and will be collected on the next tax roll upon which Municipal taxes are collected.

All Property owners having objections to the proposed abatement of the nuisance are hereby notified to attend a meeting of the City Council of the City of Newman to be held on May 11, 2010 at 7:00 p.m., at which time and place all objections will be heard and given due consideration.

Dated: April 15, 2010

Jessica Tobin
Community Service Officer

Brian and Malissa Larson
1573 Canyon Creek Dr.
Newman, Ca 95307

THIRD AND FINAL NOTICE

NOTICE TO ABATE PUBLIC NUISANCE BY THE REMOVAL OF WEEDS, DIRT, RUBBISH AND/OR RANK GROWTH

NOTICE IS HEREBY GIVEN THAT:

Pursuant to the provisions of Chapter 2, Title 8 of the City Code of Newman, the following conditions, as declared in Section 8-2-3, constitutes a public nuisance at: 1573 Canyon Creek Dr., APN No. 026-046-057-000,
Tall grass and weeds throughout front and backyard of property, which must be abated by the destruction, or removal thereof within 10 days of the date of the notice.

All responsible persons owning, managing or having control or change or occupancy of any such private property shall, without delay, destroy or remove such public nuisances, as defined above, from their property and from their half of the abutting street and alley between the lot lines, as extended, or such public nuisances will be destroyed or removed and such nuisances abated by City authorities, in which case the cost of destruction or removal will be assessed upon the lots and lands, from, or on which, or abutting the streets and alleys from, or on which, such nuisance was abated, and such costs will constitute a lien upon the lots or parcels until paid and will be collected on the next tax roll upon which Municipal taxes are collected.

All Property owners having objections to the proposed abatement of the nuisance are hereby notified to attend a meeting of the City Council of the City of Newman to be held on May 11, 2010 at 7:00 p.m., at which time and place all objections will be heard and given due consideration.

Dated: April 27, 2010

Adam McGill
Chief of Police

Brian and Malissa Larson
1055 Coleman Rd #2304
San Jose, Ca 95123

NOTICE TO ABATE PUBLIC NUISANCE BY THE REMOVAL OF WEEDS,
DIRT, RUBBISH AND/OR RANK GROWTH

NOTICE IS HEREBY GIVEN THAT:

Pursuant to the provisions of Chapter 2, Title 8 of the City Code of Newman, the following conditions, as declared in Section 8-2-3, constitutes a public nuisance at: 1573 Canyon Creek Dr., APN No. 026-046-057-000,
Tall grass and weeds throughout front and backyard of property, which must be abated by the destruction, or removal thereof within 10 days of the date of the notice.

All responsible persons owning, managing or having control or change or occupancy of any such private property shall, without delay, destroy or remove such public nuisances, as defined above, from their property and from their half of the abutting street and alley between the lot lines, as extended, or such public nuisances will be destroyed or removed and such nuisances abated by City authorities, in which case the cost of destruction or removal will be assessed upon the lots and lands, from, or on which, or abutting the streets and alleys from, or on which, such nuisance was abated, and such costs will constitute a lien upon the lots or parcels until paid and will be collected on the next tax roll upon which Municipal taxes are collected.

All Property owners having objections to the proposed abatement of the nuisance are hereby notified to attend a meeting of the City Council of the City of Newman to be held on May 25, 2010 at 7:00 p.m., at which time and place all objections will be heard and given due consideration.

Dated: April 30, 2010

Jessica Tobin
Community Service Officer

Brian and Malissa Larson
1055 Coleman Rd #2304
San Jose, Ca 95123

Second Notice

NOTICE TO ABATE PUBLIC NUISANCE BY THE REMOVAL OF WEEDS, DIRT, RUBBISH AND/OR RANK GROWTH

NOTICE IS HEREBY GIVEN THAT:

Pursuant to the provisions of Chapter 2, Title 8 of the City Code of Newman, the following conditions, as declared in Section 8-2-3, constitutes a public nuisance at: 1573 Canyon Creek Dr., APN No. 026-046-057-000,
Tall grass and weeds throughout front and backyard of property, which must be abated by the destruction, or removal thereof within 10 days of the date of the notice.

All responsible persons owning, managing or having control or change or occupancy of any such private property shall, without delay, destroy or remove such public nuisances, as defined above, from their property and from their half of the abutting street and alley between the lot lines, as extended, or such public nuisances will be destroyed or removed and such nuisances abated by City authorities, in which case the cost of destruction or removal will be assessed upon the lots and lands, from, or on which, or abutting the streets and alleys from, or on which, such nuisance was abated, and such costs will constitute a lien upon the lots or parcels until paid and will be collected on the next tax roll upon which Municipal taxes are collected.

All Property owners having objections to the proposed abatement of the nuisance are hereby notified to attend a meeting of the City Council of the City of Newman to be held on May 25, 2010 at 7:00 p.m., at which time and place all objections will be heard and given due consideration.

Dated: May 10, 2010

Jessica Tobin
Community Service Officer

Brian and Malissa Larson
1055 Coleman Rd #2304
San Jose, Ca 95123

THIRD AND FINAL NOTICE

**NOTICE TO ABATE PUBLIC NUISANCE BY THE REMOVAL OF WEEDS,
DIRT, RUBBISH AND/OR RANK GROWTH**

NOTICE IS HEREBY GIVEN THAT:

Pursuant to the provisions of Chapter 2, Title 8 of the City Code of Newman, the following conditions, as declared in Section 8-2-3, constitutes a public nuisance at: **1573 Canyon Creek Dr., APN No. 026-046-057-000,**
Tall grass and weeds throughout front and backyard of property, which must be abated by the destruction, or removal thereof within 10 days of the date of the notice.

All responsible persons owning, managing or having control or change or occupancy of any such private property shall, without delay, destroy or remove such public nuisances, as defined above, from their property and from their half of the abutting street and alley between the lot lines, as extended, or such public nuisances will be destroyed or removed and such nuisances abated by City authorities, in which case the cost of destruction or removal will be assessed upon the lots and lands, from, or on which, or abutting the streets and alleys from, or on which, such nuisance was abated, and such costs will constitute a lien upon the lots or parcels until paid and will be collected on the next tax roll upon which Municipal taxes are collected.

All Property owners having objections to the proposed abatement of the nuisance are hereby notified to attend a meeting of the City Council of the City of Newman to be held on **May 25, 2010** at **7:00 p.m.**, at which time and place all objections will be heard and given due consideration.

Dated: May 17, 2010

Randy Richardson
Chief of Police



04.06.2010 09:09



PAPER

04 06 2010 09:10

AN ORDINANCE PROVIDING PERMIT ONLY PARKING ON STEPHENS AVENUE

RECOMMENDATION:

1. Conduct Public Hearing
2. Conduct A Second Reading of Ordinance No. 2010- , Amending Title 10 Parking Restrictions Enumerated of the Newman Municipal Code, regulating parking on Stephens Avenue.
3. Adopt said Ordinance and authorize staff to publish a summary of said ordinance.

BACKGROUND:

The City currently allows parking on Stephens Avenue without a permit. Stephens Avenue is in close proximity to Orestimba High School which results in daily parking on Stephens Avenue by students and some school staff members. OHS provides sufficient parking for students and staff but because of convenience or other motives students and staff choose to park on Stephens Avenue. The residents of Stephens Avenue and the school district contacted the Police Department seeking a remedy. Frequently, those parking on Stephens Avenue leave trash in resident's yards, create disturbances, block driveways and consume all available parking for residents and resident guests. An additional concern is campus/student safety. Student vehicles are not subject to search off-campus for drugs and/or weapons as they are on campus. Parking on Stephens Avenue could be used to avoid detection by drug sniffing dogs or school officials.

ANALYSIS:

The Police Department sent a letter to every household on Stephens Avenue seeking resident input on the issue and the proposed mitigation. The Police Department did not receive any negative input and the residents are in support of a permitted parking process. The school district supports the permit parking process as well.

The ordinance provides that all vehicles parked on Stephens Avenue must display a parking permit issued by the Police Department. The permits would only be required Monday through Friday between the hours of 7 A.M. and 4 P.M.. Restricted parking signs would be erected outlining said parking restrictions.

The permits would be 2"X 3.5" window stickers permanently displayed on the front drivers side bottom corner of the vehicle. Permits will be issued to each residence in numerical order. Those not displaying the permit would be subject to a parking citation with the fine amount of \$35, which has already been established by resolution.

This process will likely minimize this problem but may not fully resolve it. The Police Department would continue to work with the residents and school district to find mutually agreeable solutions. The parking restriction should bring some peace to the residents and resolve a potential security issues for the school district.

FISCAL IMPACT:

The affected residents have agreed to fully fund this project. Revenue was unable to be determined as the number of future citations cannot be predicted.

ATTACHMENTS:

Attachment A – Proposed ordinance amending Title 10; Traffic Regulations, Section 10.04.050 Parking Restrictions Enumerated.

CONCLUSION: +

Based upon the information contained in this report, the following options are available:

1. Adopt Ordinance No. 2010- , Amending Title 10 Parking Restrictions Enumerated of the Newman Municipal Code regulating parking on Stephens Avenue..
2. Reject the proposed ordinance and continue to allow public parking at all times along Stephens Avenue.

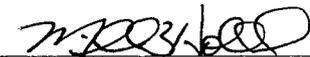
Staff recommends Alternative 1.

Respectfully submitted,



Randy Richardson
Chief of Police

REVIEWED/CONCUR:



Michael Holland
City Manager

ORDINANCE NO. 2010-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWMAN AMENDING
TITLE 10; TRAFFIC REGULATIONS, SECTION 10.04.050 PARKING RESTRICTIONS
ENUMERATED.**

The City Council of the City of Newman does hereby ordain as follows:

Section 1.

Title 10 Traffic Regulations, Section 10.04.050 Parking Restrictions Enumerated be amended to read as follows:

10.04.050 Parking restrictions enumerated.

A. Parking restrictions will be regulated by the adoption of a resolution by the City Council except restrictions on "N" Street (Highway 33) which shall be regulated by the adoption of an ordinance.

1. Parking of Motor Vehicles Prohibited. It shall be unlawful to park motor vehicles at any time in the following locations in the City:
 - On the easterly side of "N" Street, a distance of 40 feet southerly from the southeast corners of the intersections of "N" Street and Mariposa, Tulare, Fresno, Merced and Stanislaus Streets.
 - On the easterly side of "N" Street, a distance of 25 feet northerly from the northeast corners of the intersections of "N" Street and Mariposa, Tulare, Merced and Stanislaus Streets.
 - On the westerly side of "N" Street, a distance of 40 feet northerly from the northwest corners of the intersection of said "N" Street and Mariposa, Tulare, Fresno, Merced and Stanislaus Streets.
 - On the westerly side of "N" Street, a distance of 25 feet southerly from the southwest corners of the intersections of said "N" Street and Mariposa, Tulare, Fresno, Merced and Stanislaus Streets.
 - On the easterly side of "N" Street commencing at the intersection of Kern Street and extending in a northerly direction for 30 feet.
 - On the easterly side of "N" Street commencing at the intersection of Kern Street and extending in a northerly direction for 40 feet.
 - On the easterly side of "N" Street commencing at the intersection of Stanislaus Street and extending in a northerly direction to the intersection of Merced Street.
 - On the westerly side of "N" Street, distance of 20 feet southerly from the north entrance to Westside Shopping Center.
 - On the westerly side of "N" Street, distance of 41 feet northerly from the south entrance to Westside Shopping Center.
 - On the westerly side of "N" Street commencing at the intersection of Kern Street and extending in a southerly direction of 40 feet.
 - On the westerly side of "N" Street commencing at the intersection of Kern Street and extending in a southerly direction for 42 feet.
 - On the northerly side of Kern Street commencing at the intersection of "N" Street and extending in a westerly direction for 27 feet.
2. Limited Parking on "N" Street.
 - a. Limited parallel parking on both sides of "N" Street (State Highway 33) between its intersections with Merced Street on the south and Mariposa Street on the north is hereby established as follows:
 - Each parallel parking stall established by this provision shall be 20 feet in length.
 - Between each two such parking stalls there shall be, and hereby is, established a "no parking" zone, and "no parking" zone to be eight feet in length.

The Director of Public Works, in conjunction with the State Department of Transportation, shall

indicate such parking stalls and "no parking" zones by the painting of white lines upon the curb and surface of the roadway sufficient to identify such parking stalls, and by the painting of red markings upon the curbs.

The provisions of this section shall not become effective until approved in writing by the State Department of Transportation, or such other agency of the State as may be appropriate. (Ord. 2007-3 § 1, 4-24-2007; Ord. 89-14, 6-27-1989; Ord. 84-14, 9-25-1984)

B. Parking restrictions will be regulated by the adoption of a resolution by the City Council except restrictions on Stephens Avenue which shall be regulated by the adoption of an ordinance.

1. Stephens Avenue shall be designated as permit parking only Monday through Friday from the hours of 7 A.M. to 4 P.M.

Section 2.

All other sections and provisions of Title 10, shall remain in full force and effect.

Section 3.

That a duly noticed public hearing was held by the City Council on May 25, 2010.

Section 4.

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 at least once in the West Side Index, a newspaper of general circulation, 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 11th day of May, 2010 by Council Member _____ and adopted at a regular meeting of said City Council held on the 25th day of May, 2010 by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

Deputy City Clerk

**REPORT ON PROPOSED 2010 AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE NEWMAN REDEVELOPMENT PROJECT**

RECOMMENDATION:

It is recommended that the City Council of the City of Newman (referred to herein as the "City Council" and the "City", respectively) and the Community Redevelopment Agency of the City of Newman (the "Agency") review and adopt the respective Resolutions located within Tabulated Sections 7, 8A, and 8B, and that the City Council hold the first reading of the Ordinance located within Tabulated Section 9 of the Evidentiary Record prepared for the Joint Public Hearing on the proposed 2010 Amendment to the Redevelopment Plan (the "Plan"), as previously amended, for the Newman Redevelopment Project (the "Project" or "Project Area", as appropriate).

BACKGROUND/DISCUSSION:

The Agency has been active in the community and has assisted in the completion of several rehabilitation, business expansion, and infrastructure improvements in the Project Area since the Plan was originally adopted in 1992. Due to these activities, conservative projections indicate that the Agency will reach the Plan's cumulative tax increment limit well before the expiration of the timeframe during which it is authorized to receive such tax increments. This, in turn, has presented the need for additional bonding capacity. Therefore, the Agency is proposing the 2010 Amendment to: i) increase the Plan's total tax increment allocation limit; ii) eliminate the Plan's annual limitation on tax increment allocation; iii) establish a bonded indebtedness limit; and iv) modify the Plan's projects and programs list, as appropriate, all as a means to better attain the Agency's long-term goal to improve or alleviate the economic and physical conditions of blight within the Project Area.

Prior to the Joint Public Hearing of the Agency Board and City Council on the 2010 Amendment, the Agency has distributed a document containing the Joint Public Hearing Evidentiary Record (hereafter referred to as the "Record") to each Agency Board/City Council member. The Record includes, among other items, the 2010 Amendment, the Negative Declaration of Environmental Impact (the "Negative Declaration") and related Initial Study prepared for the 2010 Amendment, the Agency's Report to the City Council, related Resolutions, and the adopting City Ordinance. The following is a brief discussion of the contents of the Record:

Tab 1 — Joint Public Hearing Procedures

The Joint Public Hearing Procedures outline the Agency and City Council actions and procedures necessary for consideration, approval and adoption of the 2010 Amendment.

Tab 2 — 2010 Amendment to the Redevelopment Plan for the Newman Redevelopment Project

The 2010 Amendment specifically sets forth modified text for the section of the Plan changed by the 2010 Amendment.

Tab 3 — Notice of Intent to Adopt Negative Declaration, Negative Declaration, and Related Initial Study for the 2010 Amendment

Tab 3 contains the Notice of Intent to Adopt Negative Declaration, Negative Declaration, and related Initial Study/Environmental Checklist for the 2010 Amendment which has been completed in accordance with the California Environmental Quality Act, commonly known as "CEQA." The Negative Declaration was prepared as part of the redevelopment plan amendment process based on the findings contained in the Initial Study prepared for the 2010 Amendment, and included herein. Based upon the assessment completed for the Initial Study, the City Council and Agency Board may be able to make a finding that the 2010 Amendment will not have a significant effect on the environment beyond those impacts addressed, and mitigated as appropriate, by CEQA compliance previously completed for the Project.

Tab 4 — Agency's Report to the City Council

The Agency's Report to the City Council (the "Report to Council") describes, among other things, the deficient physical and economic conditions, or "blight," remaining within the Project Area and the reasons for increasing the limits on the amounts of tax increment received and on tax allocation bonded indebtedness that may be outstanding at one time.

Generally, as evidenced in the Report to Council, conditions of blight remain within the Project Area. The Agency anticipates that increasing the Plan's existing tax increment revenue and tax allocation bonded indebtedness limits will help in the Agency's efforts to alleviate conditions of blight within the Project Area and, in addition, will help the Agency to continue to: i) implement the General Plan and facilitate creation of a more cohesive and better functioning community; ii) improve existing community services and facilities as necessary, and provide new services as necessary to complement redevelopment; iii) improve community facilities and infrastructure deficiencies; iv) spur additional economic development and job growth, and v) provide additional affordable housing opportunities.

Tab 5 — Planning Commission Report and Recommendation on the 2010 Amendment

Tab 5 of the Record contains the Planning Commission's report on the 2010 Amendment as to how it affects the City's General Plan (the "General Plan"), including its recommendation to the Agency and City Council with regard to adoption of the 2010 Amendment. In this report, the Planning Commission found that the 2010 Amendment does not affect, and furthermore, is consistent with the General Plan because the 2010 Amendment does not make changes to the General Plan land use designations in the Project Area, nor to other General Plan policies, controls or limitations.

Tab 6 — Meetings Held With, and Information Transmitted to Property Owners, Residents and Business Tenants, and Taxing and Environmental Entities

Tab 6A of the Record contains information transmitted to all Project Area Property Owners, Residents, and Business Tenants, in accordance with the CCRL, as well as information prepared for presentation at one public workshop, along with pertinent affidavits.

Tab 6B contains information transmitted to all affected taxing and responsible environmental agencies, in accordance with the CCRL.

Tab 6C contains various documents which were included as attachments to the Agency transmittals included within Tabs 6A and 6B.

Tab 7 — Agency Resolution Approving the Report to Council and Transmitting Said Report and the 2010 Amendment to the City Council

This section contains the Agency Resolution approving the Report to Council (see Tab 4 above for further discussion) and authorizing the transmittal of both the Report to Council and the 2010 Amendment to the City Council for that body's subsequent action.

Tab 8, Items A and B — Agency Resolution Considering and Adopting the Negative Declaration, City Council Resolution Considering and Adopting the Negative Declaration

This section of the Record contains the Agency and City Council Resolutions considering and adopting the Negative Declaration prepared for the 2010 Amendment.

Tab 8, Item C — Previously Adopted Resolutions Related to the 2010 Amendment

This section contains those resolutions adopted throughout the 2010 Amendment adoption process by the Agency, the City Council, and the Planning Commission (as applicable) not otherwise included in the Record.

Tab 9 — City Council Ordinance Approving and Adopting the 2010 Amendment

Tab 9 of the Record is the Ordinance that approves and adopts the 2010 Amendment. Prior to introducing the Ordinance adopting the 2010 Amendment, the City Council must respond in writing to any written objections received prior to or at the Joint Public Hearing; no written objections were received.

ANALYSIS:

The Agency and City Council have initiated the preparation and processing of the proposed 2010 Amendment for the purposes of increasing the Plan's cumulative tax increment limit, eliminating the Plan's annual limitation on tax increment allocation, establishing a stated amount of bonded indebtedness that can be outstanding at one time, and modifying the list of proposed projects and programs contained in the Plan, pursuant to the California Community Redevelopment Law ("CCRL"; Health & Safety Code Section 33000 *et seq.*). No other changes to the Plan are proposed by the 2010 Amendment.

FISCAL IMPACT:

The 2010 Amendment is an administrative action that proposes to amend fiscal limits which will allow greater flexibility with respect to Agency expenditures in future years. Therefore, the 2010 Amendment is not expected to cause any impacts, either direct or indirect, on the City or Agency budgets for Fiscal Year 2009-10.

CONCLUSION:

Staff recommends that the City Council and the Community Redevelopment Agency of the City of Newman do the following:

Adopt:

1. Resolution No. 2010- (RDA Resolution No. 2010-), A Resolution Of The Community Redevelopment Agency Of The City Of Newman Approving Its Report To The City Council Of The City Of Newman On The Proposed 2010 Amendment To The Redevelopment Plan For The Newman Redevelopment Project, And Authorizing Transmittal Of The Evidentiary Record To The City Council Of The City Of Newman
2. Resolution No. 2010- (RDA Resolution No. 2010-), A Resolution Of The Community Redevelopment Agency Of The City Of Newman Considering And Adopting A Negative Declaration Of Environmental Impact For The Proposed 2010 Amendment To The Redevelopment Plan For The Newman Redevelopment Project
3. Resolution No. 2010- , A Resolution Of The City Council Of The City Of Newman Considering And Adopting A Negative Declaration Of Environmental Impact For The Proposed 2010 Amendment To The Redevelopment Plan For The Newman Redevelopment Project

Hold the First Reading Of:

4. Ordinance No. 2010- , An Ordinance Of The City Council Of The City Of Newman Approving And Adopting The Proposed 2010 Amendment To The Redevelopment Plan For The Newman Redevelopment Project.

ATTACHMENTS:

1. (Tab 7) Resolution No. 2010- (RDA Resolution No. 2010-), A Resolution Of The Community Redevelopment Agency Of The City Of Newman Approving Its Report To The City Council Of The City Of Newman On The Proposed 2010 Amendment To The Redevelopment Plan For The Newman Redevelopment Project, And Authorizing Transmittal Of The Evidentiary Record To The City Council Of The City Of Newman
2. (Tab 8a) Resolution No. 2010- (RDA Resolution No. 2010-), A Resolution Of The Community Redevelopment Agency Of The City Of Newman Considering And Adopting A Negative Declaration Of Environmental Impact For The Proposed 2010 Amendment To The Redevelopment Plan For The Newman Redevelopment Project
3. (Tab 8b) Resolution No. 2010- , A Resolution Of The City Council Of The City Of Newman Considering And Adopting A Negative Declaration Of Environmental Impact For The Proposed 2010 Amendment To The Redevelopment Plan For The Newman Redevelopment Project

4. (Tab 9) Ordinance No. 2010- , An Ordinance Of The City Council Of The City Of Newman Approving And Adopting The Proposed 2010 Amendment To The Redevelopment Plan For The Newman Redevelopment Project.

Respectfully submitted,



Urban Futures Inc.
Advisors to the Community Redevelopment Agency of the City of Newman

REVIEWED/CONCUR

A handwritten signature in black ink, appearing to read "M. Holland", written over a horizontal line.

Michael Holland
City Manager

RESOLUTION NO. 2010-

RDA RESOLUTION NO. 2010-

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF
NEWMAN APPROVING ITS REPORT TO THE CITY COUNCIL OF THE CITY OF
NEWMAN ON THE PROPOSED 2010 AMENDMENT TO THE REDEVELOPMENT PLAN
FOR THE NEWMAN REDEVELOPMENT PROJECT, AND AUTHORIZING TRANSMITTAL
OF THE EVIDENTIARY RECORD TO THE CITY COUNCIL OF THE CITY OF NEWMAN**

WHEREAS, on September 22, 1992, by Ordinance No. 92-14, the City Council of the City of Newman (the "City Council") in conjunction with the Community Redevelopment Agency of the City of Newman (the "Agency") adopted the Redevelopment Plan (the "Plan") for the Newman Redevelopment Project (the "Project" or the "Project Area," depending on context) pursuant to procedures codified within the California Community Redevelopment Law (CCRL; Health and Safety Code Section 33000 *et seq.*); and

WHEREAS, the Plan was amended on November 15, 1994, by Ordinance No. 94-19 in response to the requirements of the Community Redevelopment Law Reform Act of 1993 (AB 1290), and thereby established time limits on incurring indebtedness, receiving tax increment, paying indebtedness, and carrying out activities for the Project; and

WHEREAS, the Plan was further amended on April 13, 2010, by Ordinance No. 2010-04 for the purpose of eliminating the time limit for incurring indebtedness established by Ordinance No. 94-19 and extending the effective life of the Plan by one (1) year, as permitted by CCRL Sections 33333.6(e)(2)(B) and (C).

WHEREAS, the Agency has initiated proceedings to amend the Plan to: i) increase the Plan's total tax increment allocation limit, ii) eliminate the Plan's annual limitation on tax increment allocation, iii) establish a bonded indebtedness limit, and iv) modify the Plan's projects and programs list, as appropriate, (the "2010 Amendment") all as a means to better attain the Agency's long-term goal to improve or alleviate the economic and physical conditions of blight within the Project Area; and

WHEREAS, by its Resolution No. 2010-01 adopted on March 18, 2010, the Newman Planning Commission approved and forwarded to the City Council its report and finding that the 2010 Amendment conforms to the City's General Plan, and also recommended approval and adoption of the 2010 Amendment to the Agency and City Council respectively; and

WHEREAS, CCRL Section 33457.1 provides that to the extent warranted by a proposed amendment to a redevelopment plan, the reports and information required by CCRL Section 33352 shall be prepared and made available to the public prior to the hearing on the amendment; and

WHEREAS, the Agency has caused to be prepared and has reviewed its Report to the City Council (the "Report to Council") on the 2010 Amendment in accordance with the requirements of CCRL Sections 33451.5(c) and 33352; and

WHEREAS, the Report to Council and other materials contained in the official evidentiary record (the "Record") prepared for the 2010 Amendment have been previously submitted to and reviewed by the members of the governing board of the Agency.

NOW, THEREFORE, BE IT RESOLVED by the Community Redevelopment Agency of the City of Newman as follows:

Section 1. The above recitals are true and correct and a substantive part of this resolution.

Section 2. The 2010 Amendment, inclusive of the Agency's Report to Council, is on file in the City Clerk's Office, 1162 Main Street, Newman, CA 95360, and is available for public inspection and is incorporated herein by this reference.

Section 3. The Agency hereby approves the Report to Council and authorizes and directs the Executive Director of the Agency to transmit the Record, including the 2010 Amendment and the Agency's Report to Council, to the City Council.

Section 4. The Agency Secretary shall certify to the passage and adoption of this Resolution, and it shall thereupon take immediate effect and be in force.

The foregoing resolution was introduced at a regular meeting of the Community Redevelopment Agency of the City of Newman held on the 25th day of May, 2010, by Board Member _____, who moved its adoption, which motion was duly seconded and was carried upon roll call and the resolution adopted by the following roll call vote:

AYES:
NOES:
ABSENT:

APPROVED:

Chairperson of the Community Redevelopment
Agency of the City of Newman

ATTEST:

Secretary of the Community Redevelopment
Agency of the City of Newman

RESOLUTION NO. 2010-

RDA RESOLUTION NO. 2010-

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF
NEWMAN CONSIDERING AND ADOPTING A NEGATIVE DECLARATION OF
ENVIRONMENTAL IMPACT FOR THE PROPOSED 2010 AMENDMENT TO THE
REDEVELOPMENT PLAN FOR THE NEWMAN REDEVELOPMENT PROJECT**

WHEREAS, on September 22, 1992, by Ordinance No. 92-14, the City Council of the City of Newman (the "City Council") in conjunction with the Community Redevelopment Agency of the City of Newman (the "Agency") adopted the Redevelopment Plan (the "Plan") for the Newman Redevelopment Project (the "Project" or the "Project Area," depending on context) pursuant to procedures codified within the California Community Redevelopment Law (CCRL; Health and Safety Code Section 33000 *et seq.*); and

WHEREAS, the Plan was amended on November 15, 1994, by Ordinance No. 94-19 in response to the requirements of the Community Redevelopment Law Reform Act of 1993 (AB 1290), and thereby established time limits on incurring indebtedness, receiving tax increment, paying indebtedness, and carrying out activities for the Project; and

WHEREAS, the Plan was further amended on April 13, 2010, by Ordinance No. 2010-04 for the purpose of eliminating the time limit for incurring indebtedness established by Ordinance No. 94-19 and extending the effective life of the Plan by one (1) year, as permitted by CCRL Sections 33333.6(e)(2)(B) and (C).

WHEREAS, the Agency has initiated proceedings to amend the Plan to: i) increase the Plan's total tax increment allocation limit, ii) eliminate the Plan's annual limitation on tax increment allocation, iii) establish a bonded indebtedness limit, and iv) modify the Plan's projects and programs list, as appropriate, (the "2010 Amendment") all as a means to better attain the Agency's long-term goal to improve or alleviate the economic and physical conditions of blight within the Project Area; and

WHEREAS, by its Resolution No. 2010-01 adopted on March 18, 2010, the Planning Commission of the City of Newman (the "Planning Commission") approved and forwarded to the City Council its report and finding that the 2010 Amendment conforms to the City's General Plan, and also recommended approval and adoption of the 2010 Amendment to the Agency and City Council respectively; and

WHEREAS, pursuant to the California Environmental Quality Act (the "CEQA Statutes," Public Resources Code, Section 21000 *et seq.* and the "CEQA Guidelines," Title 14, California Code of Regulations, Section 15000 *et seq.*; the CEQA Statutes and the CEQA Guidelines are collectively referred to as "CEQA") the Agency is the "Lead Agency" as defined in CEQA Statutes Section 21067 and the Board of Directors of the Agency (the "Agency Board") is the decision-making body of the Lead Agency; and

WHEREAS, the Agency caused a Negative Declaration of Environmental Impact (the "Negative Declaration") to be prepared and circulated for public review for not less than a 30-day period in accordance with CEQA Statutes, Sections 21080(c) and 21091(b); and

WHEREAS, in accordance with CEQA Guidelines, Section 15074(b), the Agency Board, as the decision-making body of the Lead Agency, must consider the proposed Negative Declaration together

with any comments received during the public review period before making its decision on approving and recommending adoption of the 2010 Amendment; and

WHEREAS, in accordance with CEQA Guidelines, Section 15074(b) the Agency shall adopt the Negative Declaration only if it finds, based upon the whole record before it, that there is no substantial evidence that the 2010 Amendment will have a significant effect on the environment and the Negative Declaration reflects the Agency's independent judgment and analysis; and

WHEREAS, public notice has been duly given, and a full and fair joint public hearing has been held on the 2010 Amendment and the Negative Declaration on May 11, 2010, and the Agency has considered all written and all oral comments and testimony relating thereto and is fully advised thereon; and

WHEREAS, copies of all documents and the record of proceedings related to the Agency's approval and adoption of the Negative Declaration are in the custody of the City Clerk of the City of Newman, Newman City Hall, 1162 Main Street, Newman, CA 95360, and are available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Community Redevelopment Agency of the City of Newman as follows:

Section 1. The above facts are true and correct and a substantive part of this Resolution.

Section 2. The Agency has independently reviewed and analyzed the Negative Declaration together with any comments received during the public review period and at the joint public hearing convened specifically for the consideration of adoption of the Negative Declaration and approval of the 2010 Amendment. Any written comments received during the public review period are hereby incorporated into the official record of proceedings.

Section 3. The Agency finds and declares that it has provided public notice in accordance with CEQA Statutes Section 21092 and CEQA Guidelines, Section 15072 for a reasonable period of time, more than the requisite 30 days prior to its consideration of this Resolution to adopt the Negative Declaration.

Section 4. The Agency finds, on the basis of the whole record before it, including the Initial Study/Environmental Checklist and the Negative Declaration prepared for the 2010 Amendment, and all comments received during the public review period and the joint public hearing regarding adoption of the Negative Declaration and approval of the 2010 Amendment, that there is no substantial evidence that the 2010 Amendment will have a significant effect on the environment and that no mitigation measures are required as a condition of adoption of the 2010 Amendment.

Section 5. The Agency further finds that the Negative Declaration reflects the independent judgment of the Agency as Lead Agency; the 2010 Amendment causes revisions to certain fiscal limits contained in the Plan and modifies the list of proposed projects and programs included in the Plan; however, the 2010 Amendment does not add territory to the Plan or in any other way amend the Plan.

Section 6. The Agency hereby adopts the Negative Declaration prepared for the 2010 Amendment.

Section 7. Within five (5) working days of the time that the 2010 Amendment is approved and adopted by the City Council, Agency staff is directed to file a Notice of Determination with the Stanislaus County Clerk pursuant to the provisions of CEQA Statutes, Section 21152.

Section 8. The Agency Secretary shall certify to the passage and adoption of this Resolution and it shall thereupon take immediate effect and be in force.

The foregoing resolution was introduced at a regular meeting of the Community Redevelopment Agency of the City of Newman held on the 25th day of May, 2010 by Board Member _____, who moved its adoption, which motion was duly seconded and was carried upon roll call and the resolution adopted by the following roll call vote:

AYES:
NOES:
ABSENT:

APPROVED:

Chairperson of the Community Redevelopment
Agency of the City of Newman

ATTEST:

Secretary of the Community Redevelopment
Agency of the City of Newman

RESOLUTION NO. 2010-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN CONSIDERING
AND ADOPTING A NEGATIVE DECLARATION OF ENVIRONMENTAL IMPACT FOR THE
PROPOSED 2010 AMENDMENT TO THE REDEVELOPMENT PLAN FOR THE NEWMAN
REDEVELOPMENT PROJECT**

WHEREAS, on September 22, 1992, by Ordinance No. 92-14, the City Council of the City of Newman (the "City Council") in conjunction with the Community Redevelopment Agency of the City of Newman (the "Agency") adopted the Redevelopment Plan (the "Plan") for the Newman Redevelopment Project (the "Project" or the "Project Area," depending on context) pursuant to procedures codified within the California Community Redevelopment Law (CCRL; Health and Safety Code Section 33000 *et seq.*); and

WHEREAS, the Plan was amended on November 15, 1994, by Ordinance No. 94-19 in response to the requirements of the Community Redevelopment Law Reform Act of 1993 (AB 1290), and thereby established time limits on incurring indebtedness, receiving tax increment, paying indebtedness, and carrying out activities for the Project; and

WHEREAS, the Plan was further amended on April 13, 2010, by Ordinance No. 2010-04 for the purpose of eliminating the time limit for incurring indebtedness established by Ordinance No. 94-19 and extending the effective life of the Plan by one (1) year, as permitted by CCRL Sections 33333.6(e)(2)(B) and (C).

WHEREAS, the Agency has initiated proceedings to amend the Plan to: i) increase the Plan's total tax increment allocation limit, ii) eliminate the Plan's annual limitation on tax increment allocation, iii) establish a bonded indebtedness limit, and iv) modify the Plan's projects and programs list, as appropriate, (the "2010 Amendment") all as a means to better attain the Agency's long-term goal to improve or alleviate the economic and physical conditions of blight within the Project Area; and

WHEREAS, by its Resolution No. 2010-01 adopted on March 18, 2010, the Planning Commission of the City of Newman (the "Planning Commission") approved and forwarded to the City Council its report and finding that the 2010 Amendment conforms to the City's General Plan, and also recommended approval and adoption of the 2010 Amendment to the Agency and City Council respectively; and

WHEREAS, pursuant to the California Environmental Quality Act (the "CEQA Statutes," Public Resources Code, Section 21000 *et seq.* and the "CEQA Guidelines," Title 14, California Code of Regulations, Section 15000 *et seq.*; the CEQA Statutes and the CEQA Guidelines are collectively referred to as "CEQA") the Agency is the "Lead Agency" as defined in CEQA Statutes Section 21067 and the Board of Directors of the Agency (the "Agency Board") is the decision-making body of the Lead Agency; and

WHEREAS, the Agency caused a Negative Declaration of Environmental Impact (the "Negative Declaration") to be prepared and circulated for public review for not less than a 30-day period in accordance with CEQA Statutes, Sections 21080(c) and 21091(b); and

WHEREAS, in accordance with CEQA Guidelines, Section 15096, the City Council, as the decision-making body of the responsible agency, must consider the proposed Negative Declaration

ORDINANCE NO. 2010-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWMAN APPROVING
AND ADOPTING THE PROPOSED 2010 AMENDMENT TO THE REDEVELOPMENT
PLAN FOR THE NEWMAN REDEVELOPMENT PROJECT**

WHEREAS, on September 22, 1992, by Ordinance No. 92-14, the City Council of the City of Newman (the "City Council") in conjunction with the Community Redevelopment Agency of the City of Newman (the "Agency") adopted the Redevelopment Plan (the "Plan") for the Newman Redevelopment Project (the "Project" or the "Project Area," depending on context) pursuant to procedures codified within the California Community Redevelopment Law (CCRL; Health and Safety Code Section 33000 et seq.); and

WHEREAS, the Plan was amended on November 15, 1994, by Ordinance No. 94-19 in response to the requirements of the Community Redevelopment Law Reform Act of 1993 (AB 1290), and thereby established time limits on incurring indebtedness, receiving tax increment, paying indebtedness, and carrying out activities for the Project; and

WHEREAS, the Plan was further amended on April 13, 2010, by Ordinance No. 2010-04 for the purpose of eliminating the time limit for incurring indebtedness established by Ordinance No. 94-19 and extending the effective life of the Plan by one (1) year, as permitted by CCRL Sections 33333.6(e)(2)(B) and (C).

WHEREAS, pursuant to CCRL Section 33334.1, if a redevelopment plan authorizes the issuance of bonds to be repaid in whole or in part from the allocation of taxes pursuant to CCRL Section 33670, the plan shall establish a limit on the amount of bonded indebtedness which can be outstanding at one time without an amendment of the redevelopment plan; and

WHEREAS, Section VI A of the Plan authorizes the Agency to issue bonds as appropriate and feasible in an amount sufficient to finance all or any part of the Project Area and provides that the principal and interest on such indebtedness may be paid from tax increment or any other funds available to the Agency; and

WHEREAS, the Plan did not establish the bonded indebtedness limit required by CCRL Section 33334.1; and

WHEREAS, CCRL Section 33333.4(g)(1) requires that a redevelopment plan adopted on or after October 1, 1976, and prior to January 1, 1994, containing the provisions set forth in CCRL Section 33670, shall contain a limitation on the number of dollars of taxes that may be divided and allocated to the agency pursuant to the plan, including amendments to the plan, and that taxes shall not be divided and shall not be allocated to the agency beyond that limitation, except pursuant to amendment of the redevelopment plan; and

WHEREAS, Section VI B of the Plan limits the amount of tax increment which may be received by the Agency pursuant to CCRL Section 33670 from the Project Area; and, pursuant to CCRL Section 33333.4(g)(1), in order to modify this limit the Plan must be amended; and

WHEREAS, the foregoing fiscal and administrative limitations are constraints on the Agency's efforts to achieve its goals and objectives to eliminate blight in the Project Area; and

WHEREAS, the Agency also desires to modify the list of proposed projects and programs contained in Appendix B of the Plan to include additional projects and programs intended to improve or alleviate the economic and physical conditions of blight within the Project Area; and

WHEREAS, in accordance with the CCRL, Article 12, commencing with Section 33450, the City Council, by ordinance, may amend or modify a redevelopment plan any time after its adoption upon the recommendation of the Agency, should such amendment or modification become necessary or desirable; and

WHEREAS, the Agency has initiated proceedings to amend (the "2010 Amendment") the Plan to: i) increase the Plan's total tax increment allocation limit, ii) eliminate the Plan's annual limitation on tax increment allocation, iii) establish a bonded indebtedness limit, and iv) modify the Plan's projects and programs list, as appropriate, all as a means to better attain the Agency's long-term goal to improve or alleviate the economic and physical conditions of blight within the Project Area; and

WHEREAS, the Plan, as amended by the 2010 Amendment, is hereinafter termed the "Amended Plan"; and

WHEREAS, the 2010 Amendment does not change any other aspect of the Plan or the Project Area; and

WHEREAS, a Project Area Committee was not required to be formed in connection with the 2010 Amendment because: i) the 2010 Amendment does not contain authority for the Agency to acquire, by eminent domain, any property whatsoever; ii) the 2010 Amendment does not contain public projects that will displace a substantial number of low- or moderate-income persons; and iii) in accordance with CCRL Section 33385(f), the Agency has conducted a public workshop and transmitted information about the 2010 Amendment, specifically, and about redevelopment, generally, to property and business owners, residents and tenants affected by the 2010 Amendment to elicit public participation; and

WHEREAS, in accordance with the provisions of CCRL Sections 33344.5, 33354.6 and 33451.5, the Agency timely transmitted its "Modified Preliminary Report" and notice of joint public hearing on the 2010 Amendment to the State Department of Finance and Department of Housing and Community Development, respectively, and to affected taxing entities; and

WHEREAS, the Agency has caused an initial environmental study to be prepared and based thereon it has been determined that a negative declaration of environmental impact (the "Negative Declaration") should be prepared for the 2010 Amendment in accordance with the provisions of the California Environmental Quality Act ("CEQA Statutes," Public Resources Code Section 21000 et seq., and "CEQA Guidelines," 14 California Code of Regulations, Section 15000 et seq.; collectively, the CEQA Statutes and the CEQA Guidelines are referred to as "CEQA"); and

WHEREAS, by its Resolution No. 2010-01 adopted on March 18, 2010, the Planning Commission of the City of Newman (the "Planning Commission") approved and forwarded to the City Council its report and finding that the 2010 Amendment conforms to the City's General Plan and also recommended approval and adoption of the 2010 Amendment to the Agency and City Council respectively; and

WHEREAS, the City Council has received the Agency's Report to the City Council (the "Report to Council") prepared for the 2010 Amendment pursuant to the requirements of CCRL Section 33352, which includes, among other things, the following: i) the reasons for amending the Plan; ii) a description of the deleterious physical and economic conditions still existing in the Project Area; iii) a description of the projects and programs to eliminate remaining blight and how these projects and programs will improve conditions of blight iv) reasons why these projects and programs cannot be completed without the 2010 Amendment; and which Report to Council has been approved by the Agency; and

WHEREAS, the Agency has conducted one community redevelopment workshop on April 29, 2010, for the purpose of providing information about the 2010 Amendment to interested and affected property and business owners, and residents, and has received input from the same; and

WHEREAS, the City Council and the Agency held a joint public hearing on May 11, 2010, on adoption of the proposed 2010 Amendment, and certification and approval of the Negative Declaration on the 2010 Amendment, in City Council Chambers, Newman City Hall, 1162 Main Street, Newman, CA 95360; and

WHEREAS, notice of said joint public hearing was duly and regularly published in the West Side Index, the Agency's newspaper of record in general circulation in the City, once a week for four successive weeks prior to the date of such joint public hearing, and a copy of said notice was mailed by first class mail to each last known assessee of each parcel, and to all known residents and businesses located on each parcel in the Project Area, not less than thirty (30) days prior to the date of commencement of the joint public hearing, and affidavits of such publications and such mailings are on file with the Agency and/or its advisors; and

WHEREAS, copies of the notice of joint public hearing were mailed by certified mail with return receipt requested to the governing body of each identified taxing agency (as defined under CCRL Section 33353.2) as required by law, and affidavits of such publications and such mailings are on file with the Agency and/or its advisors; and

WHEREAS, the Agency, as the "Lead Agency" (as defined in CEQA Statutes), has reviewed, approved and adopted the Negative Declaration, prepared in compliance with applicable State law, on May 25, 2010 by Resolution No. _____; and

WHEREAS, the City Council reviewed and considered the Negative Declaration and adopted the Negative Declaration for the 2010 Amendment on May 25, 2010 by Resolution No. _____; and

WHEREAS, the City Council has evaluated the report and recommendations of the Planning Commission, the Agency's Report to Council and recommendation to the City Council, the proposed 2010 Amendment, the Negative Declaration, and public input received from the community workshop, and has provided an opportunity for all persons to be heard regarding the 2010 Amendment and the Negative Declaration, and has received and considered all evidence and testimony presented for or against any and all aspects of the 2010 Amendment at the Joint Public Hearing held for the 2010 Amendment; and

WHEREAS, the evidentiary record compiled for the 2010 Amendment, including the Plan and amending language thereto, the Agency's Report to Council for the 2010 Amendment, the Negative Declaration for the 2010 Amendment, and other appropriate public documents are on file in the Office of the City Clerk, Newman City Hall, 1162 Main Street, Newman, CA 95360, and are available for public inspection and are incorporated herein by this reference; and

WHEREAS, the Agency has taken all other actions required by law to prepare and present the 2010 Amendment.

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

Section 1. The Plan and the amending language thereto is on file in the office of the City Clerk, and is included as Tab 2 of the evidentiary record binder compiled for the 2010 Amendment, and is hereby incorporated by this reference.

Section 2. As established in Section 2 of Ordinance No. 92-14, the purpose and intent of the City Council with respect to the Project Area is to eliminate conditions of blight in the Project Area and to prevent their reoccurrence and to accomplish those actions described in subsections "a" through "f" of said Section 2.

Section 3. The purposes and intent of the City Council with respect to the 2010 Amendment are to: i) increase the Plan's total tax increment allocation limit, ii) eliminate the Plan's annual limitation on tax increment allocation, iii) establish a bonded indebtedness limit, and iv) modify the Plan's projects and programs list, as appropriate, all as a means to better attain the Agency's long-term goal to improve or alleviate the economic and physical conditions of blight within the Project Area, which will help the Agency to more effectively accomplish the purposes and intent of the City Council as expressed in Ordinance No. 92-14.

Section 4. Based upon the evidentiary record compiled for the Joint Public Hearing held for the 2010 Amendment, including the Agency's Report to the City Council, the City Council hereby makes the following findings and determinations as warranted by the 2010 Amendment:

A. Significant blight remains in the Project Area, as described below, the redevelopment of which is necessary to effectuate the public purposes declared in the CCRL.

Since the adoption the Project, the Agency has made efforts to eliminate such conditions of blight by funding needed infrastructure, providing housing, housing rehabilitation, and public facilities, and assisting existing businesses and providing incentives for new development. However, many of the blighting conditions remain to a significant extent and there continues to be a substantial need to eliminate deficient public facilities and other blighting conditions within the Project Area that cannot be accomplished by private enterprise or governmental action, or both, without redevelopment.

This finding is based in part on the information and analysis contained in Section 6.0 and Appendices A, C, and D of the Report to Council, the testimony received at the joint public hearing, and the fact that governmental action available to the City without redevelopment would be insufficient to cause any significant correction of the blighting conditions, and that the nature and costs of the public improvements and facilities and other actions required to correct the blighting conditions are beyond the capacity of the City and cannot be undertaken or borne by private enterprise acting alone or in concert with available governmental action.

B. Adoption of the Amended Plan would enhance the usefulness of tax increment financing, thereby, helping the Agency to actively continue redevelopment of the Project Area in conformance with the provisions and intent of the CCRL, and in the interests of the public peace, health, safety and welfare. Adoption of the 2010 Amendment will help the Agency fulfill CCRL objectives by helping to eliminate continuing conditions of blight within the Project Area as described in Section 4(A) above. These actions are essential not only to encourage private investment and eliminate the remaining significant conditions of blight in the Project Area, but also to prevent their reoccurrence. This finding is based in part on Section 8.0 of the Report to Council and on the City Council's earlier findings made in Ordinance No. 92-14 which found that the carrying out of the Plan will promote the public peace, health, safety and welfare of the City and will effectuate the purposes and policies of the CCRL within the Project Area.

The 2010 Amendment will help the Agency to more effectively implement the Plan and to carry out Agency redevelopment goals and objectives within the Project Area by enhancing the usefulness of tax increment financing used to help accomplish site assembly and public improvements construction, and to help facilitate Agency redevelopment projects and programs that are necessary to lessen the remaining blighting conditions found in the Project Area. This finding is based in part on Section 12.0 of the Report to Council.

C. The adoption of the 2010 Amendment is economically sound and feasible. This finding is based, in part, on the information and analysis contained in Section 12.0 of the Report to Council, in conjunction with the fact that the Agency's ability to receive tax increment is limited by the tax increment allocation limit set forth in the Plan. The tax increment allocation limit specific to the Project Area was established in 1992 and was based upon projected growth in assessed valuation, which growth has substantially exceeded conservative projections due to rapid increases in Project Area property values, and real estate development and sales activities. Adoption of the 2010 Amendment will enable the Agency to receive additional tax increments, which is necessary to support implementation of its programs and projects, including those related to public safety and the City's Capital Improvement Program.

D. The Amended Plan conforms to the City's General Plan, including, but not limited to, the Housing Element, which itself substantially complies with the requirements of Article 10.5 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code, as set forth in the findings of the Planning Commission in Resolution No. 2010-01, adopted on March 18, 2010. The Planning Commission found that the 2010 Amendment is consistent with the goals, policies and implementation programs of the General Plan.

E. The implementation of the 2010 Amendment will promote the public peace, health, safety and welfare of the community, and will effectuate the purposes and policies of the CCRL. Adoption of the 2010 Amendment will allow the Agency to have greater flexibility with respect to long-term Project financing, thereby helping to ensure future implementation of Agency projects and programs geared towards physical rehabilitation activities and economic development within the Project Area. This finding is based in part on Section 12.0 of the Report to Council and on the fact that the Amended Plan will continue to provide for the installation and construction of public improvements and community facilities, the rehabilitation of public and private structures, economic development, and funds for the provision of low and moderate income housing for eligible persons and families.

F. Findings and determinations with respect to CCRL Sections 33367(d)(6), (d)(7), (d)(8), (d)(9), (d)(10), and (d)(12) are not warranted by the 2010 Amendment because they are either not applicable to the 2010 Amendment, or they are not affected by the 2010 Amendment. This finding is based on the findings and determinations made in Ordinance No. 92-14, which have been, are now and will continue to be final and conclusive; consequently, no further findings with respect to these matters is required.

G. The elimination of the remaining, significant blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone, or by governmental action, or both, without the aid and assistance of the Agency. This finding is based upon the continued existence of physical and economic blighting conditions, as described in the Report to Council, plus a lack of adequate public improvements and facilities, and the inability of individual owners and developers to economically remove these blighting influences without substantial public assistance available pursuant to the CCRL.

H. The tax increment allocation limit contained in the Amended Plan is directly related to the Agency's ability to carry out its proposed projects and programs in the Project Area and more effectively eliminate blight within the Project Area. This finding is based upon information presented in Section 11 of the Report to Council, which describes how the Agency would have insufficient funding to complete its projects and eliminate the remaining blight in the Project Area if it is unable to receive additional tax increments.

I. Implementation of the Amended Plan will continue to improve or alleviate the physical and economic conditions of blight remaining in the Project Area. This is based on information contained in the Report to Council, prepared in accordance with the requirements of the CCRL, as well as other evidentiary material before the City Council as described in this Ordinance. The Report to Council describes that there are significant physical and economic conditions of blight remaining in the Project Area, how implementation of the 2010 Amendment can alleviate those conditions and that the 2010 Amendment is financially feasible.

J. The statement required by CCRL Section 33367(e) is not warranted for the 2010 Amendment, because the statement made by the City Council in Ordinance No. 92-14 with respect to housing availability is final and conclusive and is not affected by the 2010 Amendment.

Section 5. The City Council is satisfied and therefore finds and determines that its findings and determinations, as set forth above, are all the findings and determinations warranted under CCRL Sections 33457.1 and 33367.

Section 6. The 2010 Amendment is hereby approved and adopted, and is hereby designated as an official amendment to the Plan.

Section 7. Ordinance Nos. 92-14, 94-19, and 2010-04 are hereby continued in full force and effect except as amended by this Ordinance.

Section 8. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection,

sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

Section 9. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency, whereupon the Agency is vested with the responsibility for carrying out the Amended Plan.

Section 10. In accordance with CCRL Section 33456, the City Clerk is hereby directed to record a statement with the County Recorder of the County of Stanislaus that the Plan for the Project has been amended under the CCRL.

Section 11. The City Clerk is hereby authorized and directed to certify to the passage of this Ordinance by the City Council. This Ordinance shall be in full force and effect thirty (30) days after its final passage and adoption.

Section 12. Within fifteen (15) days after its final passage, the City Clerk shall cause this Ordinance to be published in accordance with Section 36933 of the Government Code.

The foregoing Ordinance was introduced at the regular meeting of the City Council of the City of Newman held on the 25th day of May 2010 by Council Member _____, and adopted at a regular meeting of said City Council held on the 8th day of June, 2010 by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

Deputy City Clerk

REPORT ON PROPOSED PER CAPITA PROGRAM PROJECTS – FY's 09/10 & 10/11**RECOMMENDATION:**

Review and consider the proposed Per Capita Program Project List for Fiscal Years 2009/2010 and 2010/2011

BACKGROUND:

The California Clean Water, Clean Air, Safe Neighborhood Parks, and Coastal Protection Act of 2002 is intended to acquire and develop neighborhood, community and regional parks and recreational areas.

The Per Capita Grant Program is intended to maintain a high quality of life for California's growing population by providing a continuing investment in parks and recreational facilities. Specifically, it is for the acquisition and development of neighborhood, community, and regional parks and recreation lands and facilities in urban and rural areas.

Sixty percent (60%) of the funds were allocated to entities based on population; the City of Newman's allocation is \$220,000.00.

ANALYSIS:

Based on eligibility requirements and existing need, staff has prepared a preliminary list of projects (attached) for the 2009-2010 and 2010/2011 fiscal years. The project list will be finalized upon Council approval and funding allocation.

Once projects are identified and approved, individual Project Application(s) are submitted to the State. The Project Application consists of the following:

1. Project Application Form.
2. Cost Estimate
3. CEQA Clearance.
4. Topographic map.
5. Project location map.
6. Site plan.
7. Required regulatory permits, if applicable

FISCAL IMPACT:

Positive, the City received an allocation of \$220,000 for said projects; no local match is necessary.

CONCLUSION:

Planning and Recreation staff compiled a list of projects within the City Limits. This list was developed to help the Council determine the most appropriate uses for Per Capita funds and should not be considered all-inclusive.

Additionally, the project list does not encumber all \$220,000 of the allocated funding. If approved, the City will still have approximately \$60,000 of funding remaining. Upon approval and completion of the attached proposed project list, staff will return to the Council with an additional list identifying projects for the remaining available Per Capita funding.

In conclusion, staff recommends that the Council select one of the following two options:

1. Approval
Review and approve the proposed Per Capita Program Project List for the 2009/2010 and 2010/2011 Fiscal Years

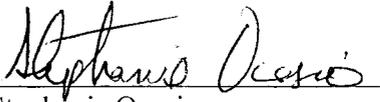
2. Amendment

Review and amend the proposed Per Capita Program Project List for the 2009/2010 and 2010/2011 Fiscal Years

ATTACHMENTS:

1. Exhibit A – Proposed Per Capita Program Project List

Respectfully submitted,



Stephanie Ocasio
Assistant Planner

REVIEWED/CONCUR:



Michael Holland
City Manager

Proposed Uses for Per Capita Grant

<i>Project Name</i>	<i>Maximum Amount</i>
<u>Barrington Park</u>	<u>\$100,000.00</u>
Shade Structure (19x25)	\$8,496.00
Play Structure w/ Shade & Swings	\$34,719.55
Ground Surfacing	\$10,000.00
6' Tables (4)	\$4,000.00
<i>Equipment Total:</i>	\$57,215.55
<i>Installation Estimate:</i>	\$42,784.45
<u>City-Wide Fitness*</u>	<u>\$25,000.00</u>
Sit-Up (6)	\$3,246.00
Balance Beam (6)	\$1,302.00
Body Curl (6)	\$2,460.00
Chin-Up (6)	\$2,112.00
Parallel Bars (6)	\$1,296.00
Leg Lift (6)	\$1,260.00
Hyperextension Bench (6)	\$3,150.00
* At the following parks:	
<i>Borba Park (by Basketball Court)</i>	
<i>Bush Park</i>	
<i>Lions Park (between skate park and tables)</i>	
<i>Carlsen Park</i>	
<i>Densmore Park (NE Corner)</i>	
<i>Sherman Park (by Basketball Court)</i>	
<i>Equipment Total:</i>	\$14,826.00
<i>Installation Estimate:</i>	\$10,174.00
<u>Dog Park Infrastructure*</u>	<u>\$5,000.00</u>
Drainage	\$1,043.00
Drinking Water System	\$2,230.00
Electrical	\$1,727.00
<i>*Costs include installation</i>	
<u>Miscellaneous</u>	<u>\$30,000.00</u>
<u>Janet Carlsen Park</u>	
Small Playstructure w/ shade	\$15,000.00
Ground Surfacing	\$5,000.00
6' Tables	\$2,000.00
<i>Equipment Total:</i>	\$22,000.00
<i>Installation Estimate:</i>	\$8,000.00

together with any comments received during the public review period before making its decision on approving and recommending adoption of the 2010 Amendment; and

WHEREAS, in accordance with CEQA Guidelines, Section 15096 the City Council shall adopt the Negative Declaration if it finds, based upon the whole record before it, that there is no substantial evidence that the 2010 Amendment will have a significant effect on the environment and the Negative Declaration reflects the City Council's independent judgment and analysis; and

WHEREAS, public notice has been duly given, and a full and fair joint public hearing has been held on the 2010 Amendment and the Negative Declaration on May 11, 2010, and the City Council has considered all written and all oral comments and testimony relating thereto and is fully advised thereon; and

WHEREAS, copies of all documents and the record of proceedings related to the City Council's approval and adoption of the Negative Declaration are in the custody of the City Clerk of the City of Newman, Newman City Hall, 1162 Main Street, Newman, CA 95360, and are available for public inspection.

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

Section 1. The above facts are true and correct and a substantive part of this Resolution.

Section 2. The City Council has independently reviewed and analyzed the Negative Declaration together with any comments received during the public review period and at the joint public hearing convened specifically for the consideration of adoption of the Negative Declaration and approval of the 2010 Amendment. Any written comments received during the public review period are hereby incorporated into the official record of proceedings.

Section 3. The City Council finds and declares that it has provided public notice in accordance with CEQA Statutes Section 21092 and CEQA Guidelines, Section 15072 for a reasonable period of time, more than the requisite 30 days prior to its consideration of this Resolution to adopt the Negative Declaration.

Section 4. The City Council finds, on the basis of the whole record before it, including the Initial Study/Environmental Checklist and the Negative Declaration prepared for the 2010 Amendment, and all comments received during the public review period and the joint public hearing regarding adoption of the Negative Declaration and approval of the 2010 Amendment, that there is no substantial evidence that the 2010 Amendment will have a significant effect on the environment and that no mitigation measures are required as a condition of adoption of the 2010 Amendment.

Section 5. The City Council further finds that the Negative Declaration reflects the independent judgment of the City Council as the responsible agency; the 2010 Amendment causes revisions to certain fiscal limits contained in the Plan and modifies the list of proposed projects and programs included in the Plan; however, the 2010 Amendment does not add territory to the Plan or in any other way amend the Plan.

Section 6. The City Council hereby adopts the Negative Declaration prepared for the 2010 Amendment.

Section 7. Within five (5) working days of the time that the 2010 Amendment is approved and adopted by the City Council, the City Clerk, in cooperation with Agency staff, is directed to ensure a

Notice of Determination is filed with the Stanislaus County Clerk pursuant to the provisions of CEQA Statutes, Section 21152.

Section 8. The City Clerk shall certify to the passage and adoption of this Resolution and it shall thereupon take immediate effect and be in force.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 25th day of May, 2010 by Council Member _____, who moved its adoption, which motion was duly seconded and was carried upon roll call and the resolution adopted by the following roll call vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor
City of Newman

ATTEST:

City Clerk
City of Newman

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **10.c.**
City Council Meeting
of May 25, 2010

APPROVAL OF THE CDBG COOPERATION AGREEMENT

RECOMMENDATION:

Adopt Resolution No. 2010- , Authorizing the City Manager to execute a CDBG cooperation agreement with Stanislaus County (to continue membership in the CDBG Consortium).

BACKGROUND:

The City of Newman has been a part of the Stanislaus County CDBG consortium for the past five years. In order to remain with the Consortia, the City must enter into a cooperation agreement every three years. This agreement allows the City of Newman to continue Consortia participation and Stanislaus County to apply for CDBG funds on behalf of the City of Newman.

ANALYSIS:

As a member of the CDBG consortium, the City of Newman is eligible to receive approximately \$670,000.00 over the next three fiscal years (10/11, 11/12, 12/13).

FISCAL IMPACT:

Positive, the City of Newman will benefit from approximately \$670,000.00.

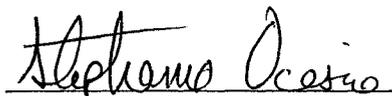
CONCLUSION:

In order to continue membership with the CDBG Consortium, staff recommends that the Council adopt Resolution No. 2010- , Authorizing the City Manager to execute a CDBG cooperation agreement with Stanislaus County.

ATTACHMENTS:

1. Exhibit A – CDBG FY 2010/2013 Cooperation Agreement

Respectfully submitted,



Stephanie Ocasio
Assistant Planner

Reviewed by,



Michael Holland
City Manager

COOPERATION AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2010, by and between the CITY OF NEWMAN, hereinafter referred to as "City" and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

WHEREAS, CITY OF NEWMAN is a duly constituted municipal corporation under the laws of the State of California, and is empowered thereby to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, COUNTY OF STANISLAUS is a duly constituted subdivision of the State of California, and is also empowered by State law to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, Government Code Section 6502 authorizes two or more public agencies to jointly exercise any power common to both; and

WHEREAS, it is mutually desired by the parties hereto to enter into a Cooperation Agreement, in accord with the Housing and Community Development Act of 1974, as amended, and applicable Federal rules and regulations adopted pursuant thereto; whereby the parties shall jointly undertake community development and housing assistance activities, including those funded by the Community Development Block Grant Entitlement Program and the HOME Investment Partnerships Program (HOME).

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974, as amended, hereafter, HCDA and the HOME INVESTMENT Partnerships Act, as amended. This agreement shall become effective October 1, 2011, and be in effect until terminated, but termination may not occur before September 30, 2014. This agreement shall remain in effect until the Community Development Block Grant and HOME Investment Partnerships Program funds received for federal fiscal years 2011, 2012, and 2013 and any related program income received with respect to these activities are completed.
2. Upon certification of Stanislaus County, and all of the participating incorporated cities, as an "urban county" for federal fiscal years 2011, 2012, and 2013, under the HCDA and applicable rules and regulations adopted pursuant thereto, a Policy Committee shall be formed consisting of one (1) representative designated by the

Board of Supervisors and one (1) representative from each participating city. Each Committee representative shall have equal voting rights. The Policy Committee shall receive from the Technical Committee made up of one staff person from each participating jurisdiction, a proposed budget, and any other documentation required by the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant Program and the HOME Investment Partnerships Program. Documentation shall include, but not limited to, a list of specific projects to be undertaken and priorities for implementation for the housing and community development projects. In preparing its proposed plans, project priorities, proposed budget, and other documentation, the Technical Committee shall disseminate complete information to citizens of Stanislaus County concerning community development and housing needs; and shall provide citizens with an opportunity to participate in the development of programs and priorities.

Upon completion of the Policy Committee's deliberations, the proposed budget and other relevant documentation shall be submitted to the Stanislaus County Board of Supervisors for approval.

3. After deduction of administrative expenses (not to exceed 20%), all of the net Community Development Block Grant monies shall be sub-allocated to the participating jurisdictions according to the general distribution formula established by HUD which is based on the latest available countywide data on population, the extent of poverty, and the extent of housing overcrowding, with the provision that the extent of poverty be counted twice. However, a different distribution is hereby expressly authorized if and when necessary to comply with Title I of the HCDA. If any project submitted by County as a portion of the Community Development Block Grant documentation is found to ineligible by HUD, the proposed project shall not be funded. In such an event, the County, acting in concert with the Technical Committee may submit an alternative priority project which is within the original cost and in line with the stated needs and objectives of County, provided such a re-submission conforms with the rules and regulations of the HCDA.

After deduction of administrative expenses, all of the net HOME Investment Partnerships Program monies allocated annually to the County of Stanislaus as an "urban county" under the HCDA, shall be allocated for housing purposes on a countywide basis. Distribution of such funds will be made by the Board of Supervisors, upon recommendation of the Policy Committee. Distributions will be consistent with HUD guidelines and the evaluation criteria developed by participating cities and the county.

4. City may terminate its participation in this Cooperation Agreement and membership on the Committees by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year urban county qualification period in which the action is taken. The next such qualification period will end September 30, 2013. Subsequent urban county qualification periods will end

September 30 on every third year following that date. However, City may void this Cooperation Agreement by written notice received by the Director of the Stanislaus County Planning and Community Development Agency, 1010 10th Street, Suite 3400, Modesto, California 95354, prior to the completion of urban county qualification process for federal fiscal years 2011, 2012 and 2013, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to Community Development Block Grant formula funding and City elects to accept designation as a metropolitan city. If this Cooperation Agreement is not voided by City prior to September 10, 2010 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.

5. Public housing that requires voter approval shall not be approved until it receives approval of the voters.
6. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Policy Committee, the County shall have the authority to carry out activities which will be funded from annual Community Development Block Grants and from HOME Investment Partnerships Program funds received for federal fiscal years 2011, 2012, and 2013 and any related program income generated. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
7. County and all participating cities shall take all actions necessary to assure compliance with the urban county's certification required by Section 104 (b) of Title I of the HCDA, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the HCD, as amended. Use of urban county funds for activities, in or in support of, any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503.
8. City shall report to County any income generated by the expenditure of Community Development Block Grant funds and HOME Investment Partnership Program funds. Such program income may be retained by City to be used for CDBG or HOME eligible activities. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose.

9. The following standards shall apply to real property acquired or improved in whole or in part using Community Development Block Grant funds that is within the control of a participating City.
 - a. City shall give County timely notification of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition.
 - b. City shall reimburse the allocation account in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than Community Development Block Grant or HOME) of property acquired or improved with Community Development Block Grant funds that is sold or transferred for a use which does not qualify under the Community Development Block Grant regulations.
 - c. City shall pay to County any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between County and City. Any program income shall be allocated by County for eligible activities in accordance with all Community Development Block Grant requirements as may then apply.
10. The parties hereto agree that the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting Community Block Grant and HOME activities, and filing the Consolidated Plan and other required by the HCDA is Stanislaus County Board of Supervisors.
11. By executing this Community Development Block Grant Program Cooperation Agreement, City understands that it may not apply for grants under the Small Cities or State Community development Block Grant Programs from appropriation for fiscal years during the period in which it participates in the County's Urban County Community Development Block Grant Program; that it may participate in a HOME Program only through the urban county; and that it may not participate in a HOME consortium with other local governments except through the urban county, regardless of whether the urban county receives a HOME formula allocation.
12. The cooperating unit of general local government has adopted and is enforcing:
 - a.. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of

such non-violent civil rights demonstrations within its jurisdiction. The phrase "cooperating unit of general local government" has the same meaning in this Cooperation Agreement as it does in HUD Notice #CPD 07-03.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF STANISLAUS

CITY OF NEWMAN

By: _____
Jeff Grover
Chairman of the Board of Supervisors

By: _____
Michael Holland
City Manager

ATTEST:

ATTEST:

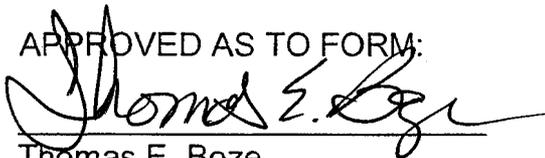
Suzi Seibert
Deputy Clerk of the Board

Mike Maier
Deputy City Clerk

APPROVED AS TO FORM:

Tom Hallinan
City Attorney

APPROVED AS TO FORM:



Thomas E. Boze
Deputy County Counsel

APPROVAL OF THE FY 2010-2011 CDBG ALLOCATION AGREEMENT

RECOMMENDATION:

Approval of the FY 2010-2011 CDBG Allocation Agreement

BACKGROUND:

The City of Newman has been a part of the Stanislaus County CDBG consortium since 2005. In the past five years, the City of Newman has been allocated nearly one and-a-half-million dollars in CDBG funding. This funding has allowed to City to partake in projects such as the Teen Center Computer Lab, the Pioneer Park Rehabilitation, Yolo Street and Fresno/T Street Infrastructure projects.

ANALYSIS:

The attached agreement allows Stanislaus County to receive entitlement funds as an "urban county" and disperse said funds to CDBG Consortium members in accordance with required population and poverty calculations. As a member of the Stanislaus County CDBG Consortium, the City of Newman is eligible to receive \$226,226.00 this upcoming fiscal year. The City will be utilizing these funds for projects such as: Community Computer Training and further infrastructure improvements within the designated CDBG project area.

FISCAL IMPACT:

Positive, the 2010-2011 allocation will be \$226,226.00.

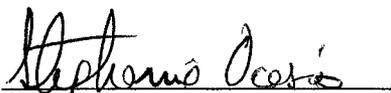
CONCLUSION:

Staff recommends that the Council approve the attached CDBG allocation agreement and authorize the City Manager to execute said agreement.

ATTACHMENTS:

1. Exhibit A – CDBG FY 2010/2011 Allocation Agreement

Respectfully submitted,



Stephanie Ocasio
Assistant Planner

REVIEWED/CONCUR



Michael Holland
City Manager

ALLOCATION AGREEMENT

This Allocation Agreement (“Agreement”) is made by and between the County of Stanislaus (the “County”) and the Cities of Ceres, Newman, Oakdale, Patterson and Waterford (the “City” individually or “Cities” collectively) on **July 1, 2010**.

Introduction

A. Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant (“CDBG”) program for FY 2010-2011 in the amount **\$2,691,538** as an “Urban County” as set forth under Title I of the Housing and Community Development Act of 1974, and Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended by the Housing and Community Development Act of 1992; and

B. The parties desire that CDBG entitlement funds received by the County as an “urban county” be shared equitably among the parties; and

NOW, THEREFORE, each party agrees as follows:

1. The County and each City shall receive an allocation based upon a population and poverty calculation as set forth below:

Jurisdiction	Poverty & Population
Stanislaus County	\$699,760
Ceres	\$296,535
Newman	\$226,226
Oakdale	\$258,448
Patterson	\$270,927
Waterford	\$218,683

2. The County shall also receive an amount not to exceed twenty percent of the total FY 2009-2010 CDBG entitlement funds for general administrative services, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

3. An amount not to exceed ten percent of the total FY 2010-2011 CDBG entitlement funds shall be allocated for public services and related projects under the CDBG Public Service Grant Program.

4. An amount not to exceed \$ 34,990 shall be allocated for Consortium Fair Housing activities, and an amount not to exceed \$20,000 shall be allocated for Stanislaus County unincorporated areas Workforce Development related activities.

5. An amount not to exceed \$20,000 shall be allocated for Stanislaus County unincorporated areas Economic Development related activities.

6. Upon notification of a City's intent to apply for grants available to "urban counties" under applicable law, the County, as lead agency, shall apply for such grants on behalf of that City.

7. Activities proposed by the Cities insofar as they are consistent with applicable statutes and regulations, shall be processed for inclusion by County in the Consolidated Plan and Annual Action Plan.

8. Each party has the responsibility to ensure its activities comply with the grant program. No party, or any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other party under or in connection with any work delegated to that party under this Agreement. The parties further agree, pursuant to Government Code section 895.4,

that each party shall fully indemnify and hold harmless every other party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this Agreement.

8. Pursuant to Government Code section 6505, each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

9. This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

IN WITNESS WHEREOF, the parties have executed the above instrument on the day and year first hereinabove written.

– Signatures on following pages –

COUNTY OF STANISLAUS

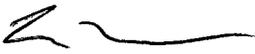
By _____
Jeff Grover
Chairman of the Board of Supervisors

_____ Dated

ATTEST: Christine Ferraro-Tallman
Clerk of the Board of Supervisors
of the County of Stanislaus, State of California

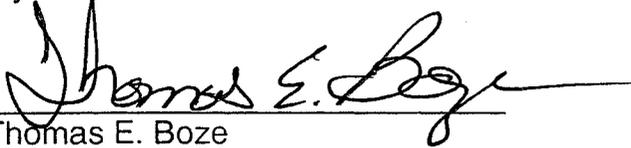
By _____
Suzi Seibert
Deputy Clerk

APPROVED AS TO CONTENT:
Kirk Ford, Director
Planning and Community Development Department

By 

Angela Freitas
Deputy Director

APPROVED AS TO FORM:
John P. Doering
County Counsel

By 

Thomas E. Boze
Deputy County Counsel

CITY OF NEWMAN

By _____
Ed Katen
Mayor

Dated _____

ATTEST:

By _____
Mike Maier
Deputy City Clerk

APPROVED AS TO CONTENT:

By _____
Michael E. Holland
City Manager

APPROVED AS TO FORM:

By _____
Tom Hallinan
City Attorney

UPDATED JOB DESCRIPTIONS FOR POLICE CORPORAL

RECOMMENDATION:

Adopt Resolution No.2010- , accepting and adopting new and updated job description for the Police Corporal position.

BACKGROUND:

The City last employed a Corporal in 2002. When the position became vacant, the Police Department restructured and decided not to utilize the Corporal position. For the past four years, the Police Department has operated with a Chief and two Sergeants. This structure placed a tremendous burden on the department; forcing field supervisors to double as administrative supervisors. Due to recent administrative changes within the Police Department, a void needs to be filled at the field supervisor level. After research and discussion staff came to the conclusion the Police Department needed to restructure again.

ANALYSIS:

The Police Department will restructure on an interim basis to provide more adequate field supervision. An acting Lieutenant has been added and testing process has started to fill two acting Corporal positions. The Corporal job description was modified to accurately reflect the actual job responsibilities and duties. Adoption of the new job description will allow management to continue to work towards a new and more efficient department.

FISCAL IMPACT:

Positive. Fiscal savings to be determined upon final selection process being completed.

ATTACHMENTS:

Attachment A – Resolution and proposed job description.

CONCLUSION:

Staff recommends the Council accept and adopt the new and updated job descriptions. The new and updated descriptions are based upon previous job descriptions and Department Head input. Staff believes this is an important and necessary step towards the restructuring of the Police Department command staff.

Respectfully submitted,



Randy Richardson
Acting Chief of Police

REVIEWED/CONCUR:



Michael Holland
City Manager

RESOLUTION NO. 2010-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN ADOPTING JOB DESCRIPTION FOR POLICE CORPORAL

WHEREAS, the City of Newman desires to provide updated job descriptions which provide clear definitions of employee job conditions, duties and requirements; and

WHEREAS, the police department is currently changing its command structure; and

WHEREAS, the Chief of Police and his staff have determined police corporals are a vital part of the current restructuring; and

WHEREAS, the City Manager and Police Chief have met to create a more accurate job description; and

WHEREAS, the new job description more accurately reflects the actual duties and responsibilities, as well as the required knowledge abilities and skills; and

WHEREAS, adoption of the police corporal job description will allow management to continue to work towards a new and more efficient department; and

WHEREAS, the attached document known as the City of Newman Job Description for Police Corporal has been prepared by the Chief of Police and recommended to the City Council; and

WHEREAS, the City Council of the City of Newman has reviewed the Class Specifications.

NOW, THEREFORE BE IT RESOLVED that the City Council of the city of Newman does hereby adopt the police corporal job description to the City of Newman Class Specifications attached as Exhibit "A".

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 25th day of May, 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



POLICE CORPORAL

May 2010

Definition:

Under general supervision of a Police Sergeant or Police Lieutenant, provides leadership and direction to officers performing patrol functions; performs law enforcement and crime prevention work; controls traffic flow, and enforces State and local regulations; performs comprehensive criminal investigation work on special assignments.

Essential Job Duties:

Duties of this class include, but are not limited to the following:

Patrol Division

- Serve as a leader on a patrol shift, providing guidance, motivation, mentoring, and assistance to other officers.
- Act as a Supervisor when a Police Sergeant or Lieutenant is not available.
- Coordinate closely with a Police Sergeant or Lieutenant to direct and assist officers at crime or emergency scenes.
- Provide feedback to a Police Sergeant or Lieutenant for use in the evaluation of officer performance.
- Direct, instruct and advise on technical police problems related to investigation and arrest.
- Designated to prepare and present periodic in-service training to department members.
- Act as a Field Training Officer for newly hired recruits.
- Patrols assigned areas in radio dispatched cars, bicycle, or on foot.
- Answers calls for the protection of life and property, and the enforcement of City, County, and State laws.
- Conducts investigations of disturbances, prowlers, burglaries, thefts, holdups, vehicle accidents, and deaths.
- Stops drivers who are operating vehicles in violation of law.
- Warns drivers against unlawful practices and issues citations and makes arrests as required.
- Receives calls from and assists other law enforcement agencies in emergencies.
- Collects and presents evidence and testifies in court.
- Prepares reports of arrests made, investigations conducted, and illegal incidents observed.
- Patrols business district at night and checks doors and windows of business firms.
- Gives information and directions to the general public.
- Maintains contact with citizens pertaining to potential law enforcement problems, suspicious persons circumstances.
- May make neighborhood presentations; make other program presentations, or other community awareness assignments.
- Reviews, corrects and approves reports written by staff.

- Enforces City, County, State laws and Federal. City laws are defined as municipal code violations, which are commonly called code enforcement which covers the identification, documentation, and enforcing of these violations.
- Performs other related duties as required.

Minimum Knowledge, Skill and Ability:

Knowledge of:

- Police department administrative policy and procedure.
- Police equipment.
- Laws of arrest and pertinent local and state laws.
- Appropriate court decisions, including those relating to supervision, civil liability, and P.O.S.T. training standards.
- Supervisory principals and methods, including goal setting, training, teamwork, and problem solving.
- Methods of deploying officers in actual or anticipated emergencies.
- Criminal investigations techniques and procedures.
- Safe use and care of firearms.

Skill and Ability to:

- Demonstrate keen powers of observation and memory.
- Analyze situations accurately and adopt effective courses of action.
- Exercise restraint and good judgment in a variety of emergency situations.
- Understand and carry out oral and written directions.
- Prepare accurate case reports.
- Meet established standards of physical endurance, agility and vision.
- Establish and maintain cooperative relationships with those contacted in the course of work.
- Supervise, lead, and motivate peers.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups, various business, professional, and the public.
- Techniques for providing a high level of customer service to public and City staff, in person and over the telephone.

Training and Experience:

Any combination equivalent to training and experience that could likely provide the required knowledge, skills and abilities would be qualifying. A typical way to obtain the knowledge, skills and abilities would be: graduation from high school and a minimum of 15 units of college credit in law enforcement or a related field and two years of full time experience in law enforcement work.

License and Certificates:

Possession of a valid California Driver's license. Must be able to obtain a P.O.S.T. intermediate certificate within two years of appointment.

Physical Requirements and Working Conditions:

- Maintain physical ability and stamina to meet police and safety standards.
- Require vision (which may be corrected) to drive vehicles, make valid identifications, use firearms, and write reports.
- Require hearing sufficient to converse on Radio and telephone in person over incident noise, and to be alert to situations of danger.
- Require the body mobility to make rapid transitions from rest to near maximal exertion without warm-up periods, and stamina and endurance necessary in the apprehension of combative suspects.
- Use of hands and fingers to write, utilize safety gear, and drive vehicles under emergency conditions.
- Ability to distinguish hazardous odors.
- Perform lifting, pushing and/or pulling as necessary which normally does not exceed 50 pounds and is an infrequent aspect of the job.
- Subject to inside and outside environmental conditions.
- May be required to work evenings or weekends.

Honorable Mayor and Members
of the Newman City Council

Agenda Item: 10.f.
City Council Meeting
of May 25, 2010

**ACCEPT THE PROPOSAL FOR INDUSTRIAL PRETREATMENT COMPLIANCE PROGRAM
ASSISTANCE FROM ECO:LOGIC ENGINEERING**

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2010- , accepting the proposal for Industrial Pretreatment Compliance Program Assistance consulting services from Eco:Logic Engineering for an amount not-to-exceed \$51,000.00 and authorize the City Manager to execute the agreement.

BACKGROUND:

The City of Newman received a Pretreatment Compliance Inspection Summary Report from the Regional Water Quality Control Board requiring the City to prepare and submit a pretreatment compliance plan and time schedule to address the requirements and recommendations contained in the Report. The City submitted the required pretreatment compliance plan and time schedule to the Regional Board, however, this program requires additional experience and expertise to ensure the plan is developed and implemented in a timely manor. The proposed scope of services submitted by Eco:Logic Engineering will assist the City to meet these requirements. The Program is proposed to be implemented over a two and a half year period with the estimated completion date of December 2012.

ANALYSIS:

The Regional Water Quality Control Board required the City to prepare and submit a pretreatment compliance plan and schedule. This was submitted in February 2010 and the next step in the process is to develop and implement the program. The Public Works Department has a need for professional engineering services to develop and implement the Industrial Pretreatment Compliance Program. Eco:Logic Engineering has submitted a proposal for assistance in developing the Pretreatment Program for a not-to-exceed amount of \$51,000. Eco:Logic Engineering is highly qualified engineering firm, has successfully assisted the City with these type of regulatory requirements in the past, and has in-depth knowledge of these systems due to their long history with the City's Wastewater Facilities and work on the master plans. Attached to this staff report is the proposal and contract for your review.

FISCAL IMPACT:

Pretreatment Program Proposal - \$51,000.00 Sewer Fund - \$51,000.00

CONCLUSION:

The Public Works Department has a need for professional engineering services to meeting the requirements of the Regional Water Quality Control Board for the development and implementation of an Industrial Pretreatment Program. Eco:Logic Engineering is highly qualified and has in-depth knowledge of these systems. Therefore, staff recommends to City Council adopt Resolution No. 2010- , accepting the proposal from Eco:Logic Engineering for an amount not to exceed \$51,000.00 and authorize the City Manager to execute the agreement.

Respectfully Submitted,



Garner Reynolds
Director of Public Works

REVIEWED/CONCUR:



Michael E. Holland
City Manager

RESOLUTION NO. 2010-

AWARDING A CONTRACT TO ECO:LOGIC ENGINEERING FOR PRETREATMENT COMPLIANCE PROGRAM ASSISTANCE

WHEREAS, the City Manager of the City of Newman has recommended that the City Council approve a contract with Eco:Logic Engineering for assistance with the development and implementation of the Industrial Pretreatment Program; and

WHEREAS, the City Council is desirous of developing and implementing an Industrial Pretreatment Program; and

WHEREAS, the City of Newman has received a proposal from Eco:Logic Engineering for \$51,000.00 for Industrial Pretreatment Program Assistance; and

WHEREAS, funds for the project are available through the Sewer Fund; and

WHEREAS, the City Council of the City of Newman has determined it would be in the best interest of the City to enter into a contract with Eco:Logic Engineering.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman hereby approves the contract with Eco:Logic Engineering and authorizes the City Manager to execute said agreement for Industrial Pretreatment Program Assistance for \$51,000.00.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 25th day of May 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 of the City of Newman

CITY OF NEWMAN

This is the Agreement between ECO:LOGIC Engineering Incorporated, a California Corporation of consulting engineers, whose address is 3875 Atherton Road Rocklin, CA (hereinafter referred to as "ENGINEER"), and the client City of Newman (hereinafter referred to as "OWNER").

I. PROFESSIONAL SERVICES

- A. General Scope. OWNER hereby engages ENGINEER and ENGINEER shall do all work and shall serve as OWNER'S professional engineer for and during all phases of the project as herein set forth and shall consult with and advise OWNER and its staff as required and as directed during the performance of any work required by this agreement.
- B. Specific Services. ENGINEER shall do all work identified in the Scope of Services letter dated April 2010 titled "*City of Newman Industrial Pretreatment Program Assistance*" attached hereto and incorporated herein as Exhibit A (the "Specific Services").
- C. Additional Services. ENGINEER shall perform additional services, as expressly directed and authorized by the OWNER. (the "Additional Services", and together with the Specific Services; collectively the "Services")

II. COMPENSATION

- A. Payment for all services performed by ENGINEER shall be as set forth in this Article and shall be considered as full compensation for all personnel, consultants, subcontractors, materials, supplies, services and equipment used in carrying out the work described by this agreement.
- B. Compensation shall be as follows:
- 1) For Specific Services, the ENGINEER shall be compensated on a time and expense basis in accordance with the then current Hourly Rate Fee Schedule. The estimated fee for this project shall not exceed **\$51,000** without express authorization by OWNER.
 - 2) For additional services, ENGINEER shall be compensated on a time and expense basis in accordance with the then current Hourly Rate Fee Schedule.
- C. For all services, ENGINEER will submit statements ("Statements") showing the employee categories, appropriate hourly rates, and expenses incurred for personnel and subcontractors directly involved on the assignment.
- D. When ENGINEER has submitted monthly statements as required above, and they are approved by OWNER, such statements shall be paid by OWNER within thirty (30) days of their receipt. In the event payment is not received within 45 days of receipt, an interest charge of one and one half percent per month may be added thereafter to the amount due. Payment thereafter shall first be applied to any accrued interest and then to the principal unpaid balance.
- E. If OWNER fails to make payments when due or is otherwise in breach of this agreement, ENGINEER may suspend performance of services upon five (5) calendar days notice to OWNER. ENGINEER shall have no liability whatsoever to OWNER for any costs or damages that result from such suspension.

F. If the work is halted for any reason, compensation will be based on the services actually performed to date.

III. TERM OF AGREEMENT

ENGINEER is authorized to commence performance of the Services upon mutual approval of this Agreement.

This Agreement terminates on March 1, 2013, unless terminated earlier pursuant to the terms and conditions of this Agreement. ENGINEER shall complete the Subcontracted Services in accordance with the time schedule set forth in Attachment A, including any intermediate milestones and phase submittals.

IV. STANDARD TERMS AND CONDITIONS

Attachment A is the Standard Terms and Conditions that are incorporated by reference as though set out in full.

V. NOTICE

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid with the U.S. Postal Service, and addressed as follows:

OWNER:	Or,	ENGINEER:
City of Newman		ECO:LOGIC Engineering, Inc.
Attn: Garner Reynolds		Attn: Tiffany Knapp
P.O. Box 787		3875 Atherton Road
Newman, CA 95630		Rocklin, CA 95765

or to such other address as the party to whom notice is to be given has furnished by the receiving party in writing.

VI. APPROVAL

This is the entire agreement between the parties and there are no conditions, agreements or representations between the parties except as expressed herein.

The above is mutually agreed to this _____ day of _____ 2010.

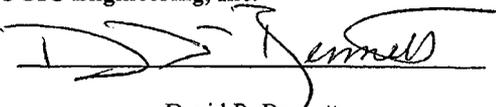
City of Newman

By: _____

Name: _____

Title: _____

ECO:LOGIC Engineering, Inc.

By:  _____

Name: David R. Bennett

Title: CEO

EXHIBIT A

Scope of Services

City of Newman Industrial Pretreatment Program Assistance

The City of Newman (City) received a Pretreatment Compliance Inspection (PCI) Summary Report from the Regional Water Board January 11, 2010 requiring the City to prepare and submit a pretreatment compliance plan and time schedule to address the requirements and recommendations contained in the PCI summary report. The City submitted the required pretreatment compliance plan and time schedule to the Regional Water Board on February 26, 2010.

The proposed scope of services for providing the City with industrial pretreatment program assistance consistent with the actions identified in the pretreatment compliance plan and time schedule is provided below.

TASK 1: REVIEW BACKGROUND INFORMATION

ECO:LOGIC will review historical information and data necessary for the completion of subsequent tasks. Items to be provided by the City include:

- City sewer use ordinance;
- Local limits report;
- Enforcement Response Plan;
- Saputo Cheese industrial user permit;
- Historical industrial user water quality data; and
- Recent WWTP influent and effluent water quality data.

All analytical data is expected to be provided in electronic spreadsheet format. This task does not include any data entry by ECO:LOGIC.

Proposed Budget: \$1,500

Estimated Completion Date: April 1, 2010

TASK 2: PRODUCE INDUSTRIAL USER CORRESPONDENCE

ECO:LOGIC will draft a letter for submittal to Saputo Cheese that includes a formal request that the industry prepare, and submit to the City for review, a slug discharge control plan. Further,

the drafted letter will notify Saputo Cheese that City inspectors cannot sign nondisclosure agreements during future facility site visits. Following submittal by Saputo Cheese of a slug discharge control plan to the City, ECO:LOGIC will assist the City in reviewing the plan and providing comments to Saputo Cheese as appropriate.

ECO:LOGIC will draft a letter to DiMare for the purpose of providing guidance on the development of a slug discharge control plan.

Proposed Budget: \$2,000

Estimated Completion Date (Letters): April 1, 2010
Review of slug discharge control plan: TBD (2010)

TASK 3: REVIEW AND UPDATE INDUSTRIAL DISCHARGE PERMIT

ECO:LOGIC will review and amend the Saputo Cheese industrial discharge permit to include an appropriate list of constituents to be monitored and to include local limits for each constituent required to be monitored. ECO:LOGIC will provide an amended permit for City review and comment. A final amended permit will be produced for issuance to Saputo Cheese.

Proposed Budget: \$5,000

Estimated Completion Date: June 1, 2010

TASK 4: DETERMINE APPROPRIATE ENFORCEMENT ACTIONS

ECO:LOGIC will review the Saputo Cheese compliance history and determine the appropriate compliance actions that are necessary, consistent with the City's Enforcement Response Plan. ECO:LOGIC will then make recommendations to the City regarding any necessary enforcement activities.

Proposed Budget: \$1,500

Estimated Completion Date: May 1, 2010

TASK 5: UPDATE ENFORCEMENT RESPONSE PLAN

ECO:LOGIC will review and provide revisions to the City's Enforcement Response Plan, including pretreatment streamlining requirements. Further, the Enforcement Response Plan will be reviewed to determine if enforcement actions listed in the Plan are appropriate. If it is determined that additional modifications should be made to the Plan, ECO:LOGIC will provide recommended changes for City consideration.

Proposed Budget: \$9,000

Estimated Completion Date: March 1, 2011

TASK 6: EVALUATE LOCAL LIMITS

The City's local limits were developed in 1991. Since that time, there have been changes to the wastewater treatment facility, significant industrial users, and EPA guidance related to the development and updating of local limits. Thus, there is little doubt that a thorough review and update of the local limits is appropriate. Further, it is expected that local limits may no longer be appropriate for some of the current local limit. Under this task, ECO:LOGIC will evaluate each of the current local limit constituents and determine on a constituent by constituent basis whether a local limit is appropriate. A list of constituents for which local limits are considered appropriate will be developed along with a recommended monitoring program for those constituents. The purpose of the monitoring program is to generate adequate data for use in updating local limits. ECO:LOGIC will produce a technical memorandum that summarizes the results of this local limits evaluation and recommended monitoring program.

Proposed Budget: \$5,000

Estimated Completion Date: July 1, 2011

TASK 7: UPDATE LOCAL LIMITS

ECO:LOGIC will use the conclusions drawn under Task 6 and data from the recommended monitoring program to derive technically based local limits consistent with EPA guidance. It is assumed that the derivation of local limits will only be necessary and appropriate for a few constituents, such as BOD, TSS, and salinity related compounds. ECO:LOGIC will produce a draft local limits report for City review and comment. Following receipt of City comments on the draft report, ECO:LOGIC will produce a final report for submittal to the Regional Water Board for approval. ECO:LOGIC will draft, and provide to the city, a cover letter for submittal of the local limits report to the Regional Water Board. It is assumed that all data necessary for the development of new local limits will be provided to ECO:LOGIC in electronic spreadsheet format. This task does not include any sample collection or data entry. Further, this task does not include any additional actions that might be requested by the Regional Water Board subsequent to their review of the local limits report.

Proposed Budget: \$15,000, plus \$5,000 contingency for responding to any Regional Water Board comments = \$20,000

Estimated Completion Date: December 1, 2012; (Work to occur 2011-2012)

Note: It is suggested that the City budget \$20,000 for this task for fiscal year 2011-2012. After completion of Task 6, the scope of this task will be evaluated to determine if it is still appropriate.

TASK 8: PROJECT MANAGEMENT

ECO:LOGIC will proactively manage its team and budget through the duration of the project. The project management task includes the following items:

- Defining project scope and budget and establishing all necessary agreements with the City;
- Maintaining open communications with the City;
- Monitoring and controlling the progress of the work to assure compliance with schedule and budget;
- Contract management and invoice production; and
- Obtaining prior City approval, including a contract amendment if necessary, for any changes in scope.

This project does not include any in-person meetings with City staff and does not include a contingency fund.

Proposed Budget (2010-2011):	\$4,000
Proposed Budget (2011-2012):	\$3,000

ATTACHMENT A

Agreement for Professional Services Standard Terms and Conditions

Article 1. Authority

Each party has full power and authority to enter into and perform this contract, and the person signing this contract on behalf of each party has been properly authorized and empowered to enter into this contract. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

Article 2. Documents

All documents, including drawings, specifications, and computer software, prepared by ENGINEER pursuant to this Agreement are instruments of service in respect to this Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of this Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER.; and OWNER shall indemnify and hold harmless ENGINEER against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse.

Article 3. Insurance

ENGINEER agrees to maintain (1) statutory workers' compensation insurance coverage; and (2) comprehensive general liability insurance coverage, and automobile liability insurance coverage in the sum of not less than one million dollars (\$1,000,000). ENGINEER also agrees to maintain professional liability insurance in the sum of not less than one million dollars (\$1,000,000) annual aggregate, on a claims-made basis, as long as it is reasonably available under standard policies at rates comparable to those currently in effect.

Article 4. Limitation of Liability

Notwithstanding any other provision of this agreement, OWNER agrees and covenants to limit the professional liability of ENGINEER, its subconsultants and all of its employees, agents and officers to the OWNER, arising from ENGINEER'S negligent acts, errors or omissions, such that the total aggregate liability of ENGINEER to all those named shall not exceed the amount of the fee.

Article 5. Dispute Resolution

Any claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this agreement shall be submitted to non-binding mediation prior to the initiation of any suit or other litigation. The cost of said mediation shall be split equally between the parties. This agreement to mediate shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement is signed.

In the event of a dispute regarding the scope of work, OWNER and ENGINEER agree to meet and clarify any ambiguities as early and quickly as practicable.

Claims up to \$100,000, and disputes regarding ENGINEER's fees under this agreement, shall be subject to binding arbitration in accordance with the then-most current rules of the American Arbitration Association, unless the parties mutually agree otherwise. The cost of the arbitration shall be split equally between the parties.

In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal costs, in addition to whatever other judgments, or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses.

Article 6. Termination

This agreement may be terminated at any time by either party upon thirty (30) days written notice. In the event of any such termination, the ENGINEER shall be fairly compensated for all work performed to the date of termination.

If this agreement with the ENGINEER is terminated, and the work is completed by others, the ENGINEER shall be released from all responsibility for his uncompleted work and for work performed by others.

Article 7. Contingency

The OWNER and the ENGINEER agree that preparation of the contract drawings, specifications and documents without omissions, ambiguities, or inconsistencies is neither possible, practical, or cost

effective. In addition, the OWNER and ENGINEER agree that additional costs may be incurred during construction due to unforeseen site conditions and/or project changes required for any reason. As a consequence, the OWNER and the ENGINEER agree that certain increased costs and changes may be required during construction of the project and that the final construction cost of the Project may exceed the bid amount. The OWNER agrees to set aside an appropriate reserve as a contingency to be used, as required, to pay for any such increased costs and changes. OWNER further agrees to make no claim by way of direct or third-party action against ENGINEER or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the Contractor relating to such changes.

Article 8. Opinions of Cost and Schedule

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors', or vendors methods of determining prices, or over competitive bidding or market conditions, ENGINEER'S cost estimates shall be made on the basis of qualification and experience as a professional engineer. Such opinions of probable cost do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.

Since ENGINEER has no control over the resources provided by others to meet contract schedules, ENGINEER'S forecast schedules shall be made on the basis of qualification and experience as a professional engineer. ENGINEER cannot and does not guarantee that proposals, bids or actual project costs will not vary from his cost estimates or that actual schedules will not vary from his forecast schedules.

Article 9. Design Without Construction Administration

It is understood and agreed that the ENGINEER'S Basic Services under this Agreement do not include project observation or review of the Contractor's performance, and that such services may be provided for by the OWNER. The OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the OWNER waives any claims against the ENGINEER that may be in any way connected thereto. In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against all

damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the ENGINEER. If the OWNER requests in writing that the ENGINEER provide specific construction phase services and if the ENGINEER agrees in writing to provide such services, then they shall be compensated for as Additional Services as provided in Article 2.

Article 10. Jobsite Safety

Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER or its employees or subconsultants at the construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health and safety precautions required by any regulatory agencies. The ENGINEER and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The OWNER agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the OWNER'S agreement with the General Contractor. The OWNER also agrees that the OWNER, the ENGINEER, and the ENGINEERS consultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.

Article 11. Personal Liability Protection

It is intended by the parties to this Agreement that the ENGINEER'S services in connection with the project shall not subject ENGINEER'S individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary herein, OWNER agrees that as the OWNER'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the ENGINEER, a California Corporation, and not against any of the ENGINEER'S employees, officers, or directors.

Article 13. Miscellaneous Provisions

- A. This Contract shall be governed by the laws of California and constitutes the entire agreement between the parties relative to the engineering services specified herein, and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this agreement. There are no understandings, agreements, conditions, representations, warranties, or promises, with respect to the subject matter of this contract except those contained in or referred to in this writing or duly amended hereto.

- B. The OWNER, by signature of this agreement, recognizes that the scope of work is predicated upon the requisite level of work known to the ENGINEER. Should unknown factors occur, the OWNER will compensate the ENGINEER for those tasks that are not inclusive of this scope of services.

- C. If any provision of this agreement is held to be unenforceable, the remainder of this agreement shall be severable and not affected thereby.

**AWARD BID FOR THE NEWMAN DOWNTOWN PLAZA PROJECT TO
PERMA GREEN HYDROSEEDING, INC.**

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2010- , awarding the Newman Downtown Plaza Project to Perma Green Hydroseeding, Inc. for \$1,947,114.00 and authorize the City Manager to execute the agreement.

BACKGROUND:

The City of Newman Downtown Plaza Project (Plaza) has been envisioned, planned, and designed for the last ten years. The Plaza project is a highly visible aesthetic improvement to the core of downtown Newman with a substantial investment of public funds. The purpose of the project is to redevelop an underutilized area in the core downtown area to create a public plaza that connects State Route 33 to Main Street. The project includes converting an existing parking lot into a new pedestrian friendly plaza with decorative paving, new seat walls, decorative area lighting, new decorative pergola, new entry archway, and removal and replacement of the existing curb, gutter and sidewalk along State Route 33. Construction is scheduled to begin near the end of June 2010 with an anticipated completion date of November 2010.

ANALYSIS:

The City advertised for bids for approximately two months with bids open and read on May 20, 2010 at 2:00 pm. A total of four bids were submitted for this project. The Engineer's Estimate for this project is \$2,602,153.35. The City Engineer has reviewed the bids and found them to be in proper order. The lowest responsible bidder for this project has been determined to be Perma Green Hydroseeding, Inc. with a bid amount of \$1,947,114.00.

The bid results are as follows:

Perma Green Hydroseeding, Inc.	-	\$1,947,114.00
Ross F. Carroll, Inc.	-	\$2,217,419.00
Diede Construction	-	\$2,291,394.36
Robert A. Bothman, Inc.	-	\$2,570,206.00

FISCAL IMPACT:

Total Bid Amount	-	\$1,947,114.00	Federal ARRA STP:	\$308,109
			Federal ARRA RSTP:	\$302,661
			Federal ARRA TE:	\$1,210,998
			Federal CMAQ:	\$300,000
			Local Match:	\$480,000
			Total Funding:	\$2,602,153

CONCLUSION:

The City of Newman advertised and received bids for the Newman Downtown Plaza Project. Perma Green Hydroseeding, Inc. has been determined to be the lowest responsible bidder. Therefore, staff recommends that the City Council adopt Resolution No. 2010- , awarding the Newman Downtown Plaza Project to Perma Green Hydroseeding, Inc. for \$1,947,114.00 and authorize the City Manager to execute the agreement.

Respectfully Submitted,



Garner Reynolds
Director of Public Works

REVIEWED/CONCUR:


Michael E. Holland
City Manager

RESOLUTION NO. 2010-

**AWARD BID FOR THE NEWMAN DOWNTOWN PLAZA PROJECT CONTRACT TO
PERMA GREEN HYDROSEEDING, INC.**

WHEREAS, the City Manager of the City of Newman has recommended that the City Council approve a contract with Perma Green Hydroseeding, Inc. for the Newman Downtown Plaza Project; and

WHEREAS, the City Council is desirous of entering into a contract with Perma Green Hydroseeding, Inc.; and

WHEREAS, the City Council of the City of Newman has determined it would be in the best interest of the City to enter into a contract with Perma Green Hydroseeding, Inc.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman hereby approves the contract with Perma Green Hydroseeding, Inc. in the amount of \$1,947,114.00 and authorizes the City Manager to execute said contract for the Newman Downtown Plaza Project.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 25th day of May 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 of the City of Newman

The bid results for the Downtown Plaza Project are as follows:

Perma Green Hydroseeding, Inc. -	\$1,947,114.00
Ross F. Carroll, Inc. -	\$2,217,419.00
Diede Construction -	\$2,291,394.36
Robert A. Bothman, Inc. -	\$2,570,206.00

Honorable Mayor and Members
of the Newman City Council

**AUTHORIZE AN AMENDMENT TO THE MASTER AGREEMENT
WITH AECOM TO INCLUDE CONSTRUCTION MANAGEMENT SERVICES
FOR THE NEWMAN DOWNTOWN PLAZA PROJECT CONSTRUCTION**

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2010- , authorizing an amendment the existing Master Agreement with AECOM to include Construction Management Services for the City of Newman Downtown Plaza Project for an amount not to exceed \$298,512.00 and authorize the City Manager to execute the agreement.

BACKGROUND:

The City of Newman Downtown Plaza Project is scheduled to begin construction near the end of June 2010 with an anticipated completion date of November 2010. The project includes converting an existing parking lot into a new pedestrian friendly plaza with decorative paving, new seat walls, decorative area lighting, new decorative pergola, new entry archway, and removal and replacement of the existing curb, gutter and sidewalk along State Route 33. The Project has very strict record keeping, reporting, and construction management requirements that must be met in order to ensure the City does not jeopardize the grant funding associated with this project. Therefore, it is recommended to bring in a consulting firm with expertise in these areas.

The Public Works Department has received a proposal to amend the existing Master Agreement from AECOM to include Construction Management Services for the Plaza Project. AECOM is our City Engineer and has extensive experience and knowledge with this type of work. They are ranked as the Number 1 consulting firm providing transportation related services in the United States. In addition, their project team brings over 200 years of experience in engineering and construction management services and includes Moore-Twining Associates for material testing and geotechnical engineering with over 112 years of experience, Precision Inspection for electrical inspection services, and Kurey and Associates for labor compliance with over 60 years experience. Construction management services provided for in the proposal include:

- Engineering Services During Construction
- Construction Management and Inspection Services
- Soil Compaction Testing Services
- Document Library and Submittal Control
- Labor Compliance Program
- ARRA Reporting
- Weekly meetings and reporting
- Quality Assurance Program Implementation
- Photo Library

The work is detailed in attachment A.

ANALYSIS:

AECOM is the City Engineer and has a Master Agreement for these services. This proposal would amend the agreement to include Construction Management Services for the Downtown Plaza Project. The proposal submitted for Construction Management Services for the Downtown Plaza Project from AECOM is for a not-to-exceed cost of \$298,512.00.00, and includes \$26,982.00 for soil and material testing and \$16,500.00 for labor compliance. This represents approximately 9.8% for construction management services, 1% for soil and material testing and .6% for labor compliance for a total of 11.5% of the Engineer's Estimate for the project. This type of work is best performed by AECOM due to their expertise and experience in this field and they represent the City as our City Engineer. The Public Works Director has reviewed the proposal and has found the proposal to be in proper order. This is a not to exceed proposal and any increase in cost will be approved by City Council.

FISCAL IMPACT:

Proposal Amount - \$298,512.00

Federal ARRA STP:	\$308,109
Federal ARRA RSTP:	\$302,661
Federal ARRA TE:	\$1,210,998
Federal CMAQ:	\$300,000
<u>Local Match:</u>	<u>\$480,000</u>
Total Funding:	\$2,602,153

CONCLUSION:

The Public Works Department has a need for construction management services for the Downtown Plaza Project. AECOM has submitted a proposal to amend the existing Master Agreement to include construction management services for this Project. Due to the complexity and time required to oversee the construction management for the project staff recommends City Council adopt Resolution No. 2010- , authorizing an amendment the existing Master Agreement with AECOM to include Construction Management Services for the City of Newman Downtown Plaza Project for an amount not to exceed \$298,512.00 and authorize the City Manager to execute the agreement.

Respectfully Submitted,



Garner Reynolds
Director of Public Works

REVIEWED/CONCUR:



Michael E. Holland
City Manager

RESOLUTION NO. 2010-

**AMENDING THE MASTER AGREEMENT WITH AECOM TO INCLUDE CONSTRUCTION
MANAGEMENT SERVICES FOR THE NEWMAN DOWNTOWN PLAZA CONSTRUCTION**

WHEREAS, the City Manager of the City of Newman has recommended that the City Council amend the Master Agreement with AECOM for Construction Management Services for the construction of the Newman Downtown Plaza Project; and

WHEREAS, the City Council is desirous of providing construction management services for the construction of the Newman Downtown Plaza Project construction; and

WHEREAS, the City of Newman has received a proposal from AECOM for \$298,512.00 for Construction Management Services; and

WHEREAS, funds for the project are available through Federal ARRA Grant Funding with a required local match; and

WHEREAS, the City Council of the City of Newman has determined it would be in the best interest of the City to amend the Master Agreement with AECOM.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman hereby approves the amendment to the Master Agreement with AECOM and authorizes the City Manager to execute said agreement for Construction Management Services for the construction of the Newman Downtown Plaza Project.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 25th day of May 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 of the City of Newman

City of Newman

Construction Management Services
for the Newman Downtown Plaza



April 30, 2010

Mr. Garner Reynolds
Public Works Director
CITY OF NEWMAN
1162 Main Street
Newman, California 95360

Dear Garner,

Subject: Proposal for Construction Management Services for the Newman Downtown Plaza

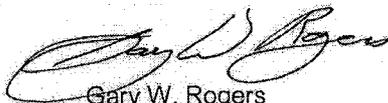
Thank you for the opportunity to submit this proposal for construction management services for construction of the Newman Downtown Plaza. We have developed the attached proposal which describes the scope of work and estimated cost for completing the work.

The project will be lead by the Los Banos office which has a local presence and substantial experience in providing construction management services for public works projects.

A breakdown of the hours required by all personnel who will be working on the project and our current Rate Schedule are included in the proposal as Appendix A.

We have enjoyed working with you in the past and look forward to working with you on this project as well.

Yours Sincerely,



Gary W. Rogers
Principal-in-Charge/Project Manager

Section 1.

Section 2.

Section 3.

Appendix A.

Section 1. Introduction

AECOM is ranked by ENR as the Number 1 consulting firm providing transportation services in the United States.

AECOM, a leader in innovative solutions, has over 43,000 employees worldwide.

AECOM is the heir to the staff and legacies of the well-known engineering companies, including several with strong transportation

components: DMJM Harris, Earth Tech, HSMM, Boyle, CTE, and TCB. Although their company name has changed, the staff, expertise, and commitment to quality work remain the same. Specializing in transportation, water, and civil site services that incorporate sustainable solutions, AECOM offers comprehensive engineering and consulting services to federal, municipal, and commercial/industrial clients.

About AECOM

AECOM provides a full range of services to plan, design, and construct infrastructure projects. For more than 100 years, our previous operating companies Boyle, CTE, DMJM Harris, Earth Tech, HSMM, EDAW, and Metcalf & Eddy have enjoyed a reputation of being a leader in developing innovative solutions to meet the complex and ever-changing needs of our clients. Now, as AECOM, our unified expertise covers traffic studies, streets, highways, freeways, bridges, and related transportation projects. We also have broad experience in the fields of storm drainage, water resources, water treatment and distribution, wastewater treatment and reclamation, storm water, remediation, and development of capital improvement plans and utility rate analyses.

For AECOM, the client is always the center of attention, and we firmly believe that a reputation is not built on the sum total of all work, but rather on every single project for each client.

Many of our projects have won awards from groups such as the American Council of Engineering Companies, the American Society of Civil Engineers, the Consulting Engineers and

Land Surveyors of California, and the Florida Institute of Consulting Engineers.

AECOM provides a full range of professional services to assist with the construction of infrastructure projects. Our firm's expertise covers an array of public works projects including street and highway improvements, bridges, traffic controls, storm drainage, water and wastewater resources.

Company Resources

Although the work will be performed in our Los Banos office, we can readily draw upon other resources within Central California.

Our offices pride themselves on combining the best characteristics of a large national design firm and a full-service local firm. By working closely with each other and other AECOM offices, we have ready access to technical resources and engineering specialists with the experience necessary to successfully complete a wide range of studies and design projects. As a corporation, AECOM is structured to provide the Central Valley offices and all other AECOM offices with the autonomy necessary to provide our local clients

Classification	AECOM Water	
	Central California Offices*	California Offices
Registered Engineers	36	110
CAD Drafter/Technicians	13	33
Clerical	9	39
Total	58	182

*Includes Fresno, Bakersfield, and Los Banos offices.

with the personal attention they need and deserve. Our staff takes the time to get to know our clients needs and the unique organizational framework they are constrained to work within. The working relationships and familiarity gained by this approach is what brings so many of our clients back to AECOM for subsequent projects.

Section 2. Project Team

Project Summary

The City of Newman proposed "Downtown Plaza Construction Management" project consists of managing and coordinating construction activities during the construction of the Downtown Plaza. A detailed description of the project work plan is provided in Section 3 of this proposal. Coordination efforts will include the coordination of communication and information between the contractor, engineer, City and subconsultants.

Project Team

AECOM

AECOM will provide construction management services. Personnel to be assigned to the project will consist of Gary W. Rogers, P.E., Bret Swain, P.E., Ivan Shirley and other support staff as required.

Gary W. Rogers, PE

Mr. Rogers, has over 30 years of engineering experience and will serve as the Project Manager/Construction Services Manager. His vast knowledge of construction processes, public works contracts and City Engineer tasks will provide a valuable foundation for providing the necessary leadership for the construction management services.

Mr. Rogers' responsibilities will include supervision and coordination of staff involved in the contract administration, quality assurance and construction observation and management.

Bret Swain, PE

Mr. Swain, has over 9 years of engineering experience and will serve as the Resident Engineer. His experiences include geotechnical investigations, earthworks and construction materials inspection and testing and design, permitting and planning of municipal and district facilities.

Mr. Swain's responsibilities will include supervision and coordination of daily construction activities, construction observers and materials and methods testing. He will serve as the assistant CSM.

Ivan Shirley

Mr. Shirley has 5 years of experience in the engineering arena with his major areas of responsibility being review of subdivision improvement plans and construction observation. His bilingual ability has proven to be invaluable during construction observation. Mr. Shirley will serve as construction observer.

Mr. Shirley's responsibilities will include site visits to observe and monitor construction activities and ensure compliance with the plans and specifications.



RMM Design Group

RMM Design Group as the design engineer and City consultant will provide review and approval of shop drawings for materials, clarification on design issues, revised drawings when required for change orders and record drawings at the completion of the project.

Moore-Twining

Moore-Twining Associates, Inc. has provided professional services for more than 112 years in the local area. They are a multi-disciplined consulting firm specializing in construction inspection, materials testing, geotechnical engineering, environmental, analytical chemistry and drilling services.

Moore-Twining is approved as an inspection agency by the American Association of State Highway Transportation Officials, the State of California Department of Transportation, State of California Department of General Services (DGS), and the City of Los Angeles. They are also certified as a Disabled Veterans Business Enterprise by the DGS.

Moore-Twining will provide geotechnical services for this project under a subconsultant agreement with AECOM. Staff selection has not been made.

Precision Inspection

Precision Inspection will provide electrical construction review and support services for this project. They will provide services under direct contract with the City.

Kurey Associates

Kurey & Associates has over 60 years of labor compliance and construction experience. Their labor compliance program has processed over 500 million in construction projects in Northern California and is approved by the Department of Industrial Relations.

Kurey Associates, as a subconsultant to AECOM, will provide labor compliance review for this project. Staff selection has not been made.

Section 3. Work Plan

3.1 PROJECT ORGANIZATION

3.1.1 Project Contract Arrangement

The Contract between the City of Newman (City) and AECOM will be scoped and negotiated with terms, responsibilities, and fee being set. The fee for the Contract is based on the Project Budget determined by applying AECOM's standard rate schedule to the estimated man hours required to complete each task. Contract limit will not to be exceeded without written authorization from the City.

3.1.2 Project Lines of Communication

AECOM will be responsible for maintaining direct and timely communication with the City's Public Works Department. On-site AECOM personnel will be responsible for day-to-day coordination with the City's Public Works Department field personnel. AECOM's Construction Services Manager (CSM) will be responsible for on-going coordination with the City's Public Works Director (PWD).

The CSM will be responsible for coordinating communication with contractors, subcontractors, field personnel and AECOM's office staff.

3.1.3 Construction Team Responsibility Information

General contract responsibilities shall be as follows:

Construction Services Manager (CSM):

1. Client Satisfaction
2. Coordination with City PWD as required on an individual basis
3. Quality Assurance
4. Construction Field Services staffing
5. Periodic updates to City PWD
6. Overall project coordination, planning and organization between City, Design Engineer and General Contractor and subconsultants

Resident Project Representatives (RPR's) - Resident Engineers and Construction Observers:

1. Complete understanding and fulfillment of Construction Field Services and related assignments
2. Updates to CSM
3. Coordination and liaison with City Public Works Department field personnel and Design Engineer.

Design Engineer (including subconsultants):

1. Provide shop drawings review
2. Provide clarification of design as requested or needed.
3. Accomplish field specialty observations as requested or required.

Materials Testing Firm (including sub-consultants):

1. Provide clarification of recommendations during excavations, subgrade preparation and pipe trenching.
2. Provide testing of materials during construction, compaction and laboratory testing as requested or needed.
3. Accomplish field specialty observations as requested or required.

3.2 PERSONNEL

3.2.1 Project Organization

Key members of the Construction Services staff for the Project are:

- Construction Services Manager – Gary W. Rogers, P.E.
- Resident Engineer – Bret Swain, P.E.
- Construction Observer – Ivan Shirley

3.2.2 Key Personnel Listing

The proposed listing of key field and office members, including phone numbers, is shown below. This listing will be up-dated periodically as positions are adjusted.

AECOM Office:

AECOM
 1120 West "I" Street, Suite C
 Los Banos, CA 93635
 Phone: 209-826-5155
 FAX: 209-826-3307

Gary W. Rogers, P.E. Construction Services
 Manager
 email: gary.rogers@AECOM.com
 Phone: 209-826-5155
 Mobile: 209-675-0711

Bret Swain, P.E. Resident Engineer
 email: bret.swain@AECOM.com
 Phone: 209-826-5155
 Mobile: 209-710-7283

Ivan Shirley, Construction Observer
 email: ivan.shirley@AECOM.com
 Phone: 209-826-5155
 Mobile: 209-675-0716

Note: All Project field personnel are responsible for updating AECOM's office personnel with telephone numbers and addresses where they can be reached at all times.

3.2.3 Personnel Summary

The following is a list of expected personnel assignments and associated summary responsibilities for this Project. Each Project Employee will be apprised of his/her Project designation and will be responsible for knowing and carrying out the associated responsibilities.

Construction Services Manager

The CSM is in responsible charge of construction contract administration and serves as the client liaison to coordinate and oversee Project assignments.

Resident Project Representatives - Resident Engineers and Construction Observers

Resident Project Representatives (RPR's) provide off-site and on-site observations of construction work performed under the Project.

3.2.4 Personnel Responsibilities

Detailed Project responsibilities for designations listed above are:

Construction Services Manager (CSM)

The CSM is the liaison at the site and acts as directed by the PWD or representative for the city. The CSM will confer with the PWD, regarding the RPR's actions.

Typical duties of the CSM include the following:

- Attend meetings such as pre-construction conferences, progress meetings, city meetings, job conferences and other project related meetings with the construction contractor; and prepare and circulate copies of meeting minutes.
- Review Contractor's progress schedule; Record Drawings; Shop Drawing Submittals, RFIs, and contract prices proposed by the Construction Contractor; and consult with the PWD concerning acceptability.
- Serve as liaison with Construction Contractor, working principally through the Construction Contractor's superintendent; assist in understanding the intent of the Contract Documents; serve as client's liaison with Construction Contractor when its operations are determined to be out of compliance; assist in obtaining any additional details or information required for proper execution of the work from the Design Engineer.
- Record date of receipt of Shop Drawings, Record Drawings, and samples; submit copies to the Design Engineer for review and acceptance with recommendations to PWD for action; advise PWD, Design Engineer and Construction Contractor prior to the commencement of any work requiring a Shop Drawing or other approval if the submittal has not yet been reviewed.
- Conduct on-site observations of the work in progress to determine if the work is proceeding in substantial conformance with the Contract Documents. Report to PWD whenever RPRs believe that work is unsatisfactory, faulty, or defective; does not conform to the Contract Documents; has been damaged, or does not meet the requirements of any required observation, test, or approval.

Advise PWD of work that RPRs believe should be corrected, rejected, or uncovered for observation, or requires special testing, observation, or approval.

- Determine that tests, observations, certifications, and other warranties are properly conducted or performed in the presence of required personnel, and that Construction Contractor maintains required records; observe, record, and report to PWD details relative to these procedures. This may require the CSM to arrange for the specific professional assistance required to conduct specialized on-site or off-site review.
- Accompany visitors representing public or other agencies having jurisdiction over the project; record the results of these observations and report to PWD.
- Report to PWD when clarifications and interpretations of the Contract Documents are needed and transmit requests to Design Engineer for response. Forward clarifications and interpretations as issued by Design Engineer to Construction Contractor.
- Consider and evaluate Construction Contractor's suggestions for modifications in Drawings or Specifications. Forward suggestions and evaluations to Design Engineer. Report recommendations to PWD, and transmit decisions to Construction Contractor.
- Furnish PWD periodic reports of progress of the Work as required:
 - Construction Contractor's compliance with the progress schedule,
 - Schedule of Shop and Record Drawings and sample submittals,
 - Draft proposed **Field Orders** and **Change Orders**, including backup material from Construction Contractor and Design Engineer, and recommend acceptance or rejection to PWD.
 - Report immediately to PWD upon the occurrence of any accident.
- Maintain:
 - Correspondence files, reports of job conferences, submittals of Shop Drawings and samples, reproductions of original Contract Documents, including Work Directive Changes, Addenda, Change Orders, Field Directives, and additional drawings issued subsequent to the execution of the Contract Documents.
- Progress reports, and other project related documents; keep daily narrative or log book, recording Construction Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, Supplemental Agreements, observations in general, and specific observations in more detail as necessary.
- Record names, addresses and telephone numbers of the Construction Contractors and all subcontractors and major suppliers of materials and equipment; make copies of the above available to PWD as required.
- Copies of certified payrolls of employees utilized by the Construction Contractor on the project site and furnish copies to parties requesting information as required by law.
- Review applications for payment with Construction Contractor for compliance with the established procedure for submission; forward applications for payment with recommendations to PWD, noting particularly the relationship of the payment requested to the estimated quantities and contract unit prices, work completed and materials and equipment delivered at the site but not incorporated in the Work.
- Prior to final observation or substantial completion:
 - Submit to Construction Contractor a list of observed items requiring completion or correction,
 - Inform PWD of and participate in final observation with the Construction Contractor, owner's representative, and others, and
 - Prepare a final list of items to be completed or corrected; observe that all items on final list have been completed or

corrected and make recommendation to PWD concerning acceptance.

- Supervise or manage AECOM staff assigned to project.
- Supervise as appropriate AECOM's subconsultants.
- CSM shall:
 - Not authorize any deviation from the Contract Documents or substitution of materials or equipment unless reviewed and accepted by the Design Engineer and authorized in writing by PWD.
 - In exceptional cases, verbal authorization may be issued when the PWD determines the interests of the City will be harmed by events occurring at the work site while waiting for receipt of written authorization.
 - Not undertake any of the responsibilities of Construction Contractor, any subcontractor, or Construction Contractor's superintendent.
 - Not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction (the means, methods, techniques, sequences, and procedures of construction shall be the sole responsibility of the Construction Contractor).
 - Not accept Shop or Record Drawings or sample submittal or certifications from anyone other than the Construction Contractor.
 - Not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work. The Construction Contractor shall be solely responsible for the conditions of the job site, including but not limited to safety precautions and programs in connection with the work; CSM shall notify Construction Contractor when variations from established safety procedures are observed at the site; Contractor shall remedy safety deficiencies as soon as practicable.

Resident Project Representative(s) (RPRs)

AECOM will provide the number and level of RPRs necessary to complete the Statement of Work in the Contract. Specialized help and/or other help may be required by the Project.

For the purposes of this proposal, Construction Observers representing AECOM's subconsultants are also considered RPRs.

Specialized help is that which is required to complete certain off-site and on-site observations or certifications of material or equipment to be incorporated into the work. This may include steel fabrication, welding observations, precast concrete construction, falsework or formwork review, pump witness tests, electrical equipment tests, or other specialty trades as called for in the Project Specifications.

CSM will determine the number of RPR personnel and required level of qualifications based on the complexity of the tasks to be performed. Progress of the project and staffing will be reviewed at monthly meetings with PWD.

The following representative examples of specific duties of the RPR for the two levels of RPRs are listed below:

1) Resident Engineers (REs)

The RE will generally function as the assistant CSM and as the Construction Services Manager in the absence of AECOM's CSM.

The RE will assume the following general responsibilities and perform the following assigned duties on the project:

- Performs duties of Construction Observer when necessary.
- Assists PWD in the administration of the construction contract.
- Responsible for strict enforcement of established construction and materials specifications on a day-to-day basis.
- Assists in the general observation of all phases of the construction work methods and construction contract compliance.
- Documents work performed by the Construction Contractor and its

subcontractors. This includes work methods, personnel, and equipment utilized in the execution of the work performed; all pay item work performed, including all necessary related paperwork relative to proper documentation methods as required and calculation and preparation of contract pay estimates, including all backup data and source documentation for pay items.

- Monitors Construction Contractor operations for substantial compliance with contract provisions and applicable construction contract specifications.
- Identifies necessary changes, plan revisions, or required field adjustments to the plans or contract and recommends action to the City's PWD.
- Monitors Construction Contractor's quality control operations to determine substantial compliance with the contract requirements.
- When observed in the conduct of observation duties, monitors that the Construction Contractor has implemented a functioning safety program. Contractor is responsible for safety.
- Monitors overall project work methods for substantial compliance with construction contract environmental requirements, including substantial conformance with the approved SWPPP.
- Determines that observation, testing, surveying, and other construction contract administration-related duties performed by Construction Observers are properly performed and covers all work items being executed by the Construction Contractor.
- Advises personnel in specific areas as needed to enhance their performance in observation and/or testing duties.
- Maintains a daily narrative relative to project business of City and Contractor operations.

2) Construction Observers (COs)

A CO functions as a field observer, monitoring operations of the contractor's construction

crews, survey technicians, and materials sampling and testing technicians. The CO will be assigned responsibilities and related duties as follows:

- Performs overall observation of Project related construction activities. This includes documentation of all Construction Contractor activities as they relate to work performed under the construction contract.
- Performs source documentation of pay quantities for basis of payment to the Construction Contractor and prepares daily observation report forms documenting Construction Contractor's operations.
- Observes and monitors work for substantial compliance with the construction contract requirements and industry standards for the work to be performed.
- Identifies areas requiring plan revisions due to site condition changes, or necessary field adjustments and makes appropriate recommendations to the CSM.
- Oversees sampling and testing operations, when performed by authorized testing laboratory
- Maintains records of materials testing sampling, carefully keying location of sample with structure or area of work, and reviews results of testing for conformance with Contract requirements.

Office Clerical Services

Office clerical services will provide:

- Record verification and miscellaneous assistance, including checking project records for final pay quantities, contacting project personnel as necessary, and making corrections as appropriate; assist engineers with record searches, quantity tabulations, calculations, and other tasks.
- Office assistance including preparing project records for shipment to City; data entry into the computer for monthly progress estimates and Construction Status Report; editing final construction reports and using the computer to create

reports from rough drafts; assisting with letter and memo preparation, and other tasks.

3.3 DOCUMENT CONTROL

3.3.1 Correspondence

Overview

AECOM's level of staffing and associated responsibility will vary from week to week depending on the level of Contractor's effort on the Project. AECOM personnel will utilize a computerized tracking system for the project documents.

Project documents are completed and entered into the system in a timely manner. Daily reports will be completed and turned in on a daily basis.

Definitions

Project Library - The accumulation of records and documentation of City, Design Engineer, AECOM, Construction Contractor and Subcontractors activities, retained for formal transfer to City at the completion of the Project.

Serialization - Control numbering system for the City, Design Engineer, AECOM and Construction Contractor correspondence and other documentation. Correspondence control files will be serialized.

Tickler System - A reminder system set up to check incoming and outgoing correspondence required-action dates are monitored and met. The tickler system is built into the document control database.

Cross-File - A parallel method of chronological filing and cross-filing correspondence by subject.

Correspondence Control - Incoming

Incoming correspondence to the office of the CSM (AECOM's Los Banos Office) will be opened by the CSM or the RPR. The material will be immediately dated, and the control file number will be noted. The date and serial number will then be recorded in the Incoming Correspondence Log.

After the original is copied and placed into the chronological control file, copies will be circulated

to those on the routing list. These individuals take action as required. A copy of the correspondence with attachments will be filed in the project cross-file.

The correspondence log will note action and will establish a tickler so required action dates are met.

Correspondence Control - Outgoing

Outgoing correspondence from the office of the CSM will be treated as follows. When a letter is typed in its final form and signed, a copy will be made with a serial number that will be entered in the outgoing correspondence log. This copy will then be filed in the outgoing chronological control file. A copy of the letter with any backup will be filed in the noted cross-file.

Action will be taken to establish a "tickler" system to check required action dates are met.

Correspondence Logs

The correspondence log entry discussed above is entered into the computer database on a daily basis.

Review of Correspondence Logs

The objective of the correspondence log is to have timely and well-documented responses to all correspondence. The logs will be reviewed weekly for delinquent replies. A computerized sort of outstanding replies will be printed weekly. Corrective action may take various forms: a reminder to a member of the Contractor's staff in the case of an unanswered letter, or a formal notification of lack of performance.

3.3.2 Project Library

A project library will be established by AECOM to accumulate and store important records and documents of construction activities. This library will be located at AECOM's Los Banos office.

3.3.3 Progress Meetings

Weekly Progress Meetings

Initially, weekly progress meetings will be held with the Construction Contractor. Based on how smoothly construction is proceeding, these

meetings may be revised to bi-weekly. These meetings will normally be held at the field office and will be attended by the Contractor's project manager or general superintendent and other personnel as appropriate, such as representatives of subcontractors, City and consultant personnel. Other persons, such as additional City representatives, may be requested to attend selected meetings. The CSM will conduct the meetings and will be responsible for preparing meeting agendas and keeping and distributing meeting minutes.

Standard agenda items will include:

- construction progress
- safety status
- schedule status
- upcoming work activities
- coordination requirements
- submittals
- progress payments status
- requests for information
- change notice and change order status
- problems and claim issues
- action items
- changes in personnel

The CSM will confer with the Construction Contractor and City the day before the meeting and add specific agenda items as requested by any party. Outstanding action items from the previous meetings will be automatic agenda items. Preparation and distribution of meeting minutes will be a top priority with the goal of issuing the minutes no more than two (2) working days following the meeting. Action items will be identified along with the party responsible for initiating the action.

Monthly progress will be summarized by issuance of the monthly progress report that will summarize the above items handled during the weeks of that month.

3.3.4 Submittals and Shop Drawings

Purpose

The purpose of this procedure is to describe the flow channels, tracking system, and approval requirements for submittals originated and processed by the observation team.

Definitions

Submittal - Official documents required by the construction contracts to be transmitted, reviewed, and stamped by the Contractor. This includes shop drawings and administrative documents such as schedules, certified payrolls, O&M Manuals, etc.

Stamp - Acknowledgment that the submittal has been received, reviewed and released for construction. Submittals can be conditionally stamped pending resolution of noted discrepancies. Stamping will not relieve the submitting organization from fulfilling contract obligations fully.

Responsibilities

The CSM will have the overall responsibility for implementing and maintaining this procedure. This includes the preparation of comprehensive shop drawing list be provided to the Construction Contractor prior to the pre-construction meeting.

General Procedure

Submittals processed by the CSM will be received and entered on the CSM's Log of Submittals for Shop Drawings, Samples or O&M Manuals.

The CSM determines what submittal process action is necessary from submittal requirement documents and takes appropriate actions to expedite the submittal process. The CSM will keep one copy of the submittal. The remaining copies of submittals will be sent to the Design Engineer. The CSM shall coordinate with the Design Engineer making review comment to ensure total understanding of comments.

The reviewer will review the submittal, mark-up all copies submitted, fill out the stamp, and send appropriate copies of the submittals back to the CSM.

After the submittal has been processed, the review action will be noted on Log of Submittals. The submittal package will be reviewed by the CSM for possible contract changes and then returned to the Construction Contractor.

The CSM will track incoming submittals and flag any potential late submittal processing. Submittal Status Reports will be available each week for discussion in the weekly construction meetings with the Construction Contractor.

3.3.5 Request for Information and Document Clarification Request

Purpose

The purpose of this procedure is to describe the flow channels, tracking system, and the dissemination of Request for Information (RFI) and Document Clarification Request (DCR) decisions made on the project in response to a Construction Contractor's and Design Engineer's clarification requests.

Definitions

RFI - Formal Request for Information document developed by the Construction Contractor will be logged in reviewed, and answered and transmitted, by the CSM whenever possible. If necessary, the RFI will be transmitted by the CSM to the Design Engineer for review and answer. Completed RFIs will be returned to the Construction Contractor with appropriate notes and directions. Copies of the RFI documents will be sent to the PWD.

DCR - Formal Document Clarification Request's will be transmitted to the Design Engineer for review and response.

Answer - Response made by the CSM and/or the Design Engineer interpreting or clarifying the design or Contract Documents. RFIs are answered by CSM, if possible. If it is not possible for the CSM to answer the Contractor's RFI, the Design Engineer will answer the RFI. Design Engineer will also respond to DCRs initiated by the Construction Contractor, and/or CSM.

Responsibilities

The CSM will have the overall responsibility for implementing and maintaining these procedures.

Procedure

The receipt and return dates of RFIs and RFCs will be entered into the Request for Information/Clarification Log. The receipt and return dates of DCRs will be entered into the Document Clarification Request Log.

The CSM will prepare a transmittal of RFIs to the reviewing party. All design related RFIs will be directed to the Design Engineer. The Design Engineer will review the RFIs/DCRs and answer

the design-related questions in writing in the space provided on the RFI/DCR form or on attached pages. The CSM may need to direct the RFI/DCR to the Design Engineer for design intent interpretations. When the DCR response is returned to the CSM, the CSM will review the response to determine if City needs to approve the response issuing the decisions to the Contractor. This would occur in cases where cost or time is affected resulting in a potential change agreement/order. If client approval is needed, the CSM shall obtain this prior approval. The CSM shall issue the approved written decision on the RFI/DCR form back to the Contractor.

The CSM will track RFCs/DCRs and flag any potential late RFC/DCR processing.

3.4 LABOR COMPLIANCE

3.4.1 Purpose

Labor compliance is an essential component of construction management to ensure that all contractors and subcontractors are aware of and complying with all applicable labor law requirements. The purpose of this procedure is to describe the flow channel, tracking system and review procedure by the team.

3.4.2 Responsibility

The CSM will have the overall responsibility for implementing and maintaining these procedures. As the labor compliance consultant, Kurey & Associates (K&A) will be responsible for monitoring the payment of prevailing wages and apprenticeship requirements according to the following procedures.

3.4.3 Procedure

Initially, a Preliminary Project Information Worksheet will be completed by the CSM and PWD to provide K&A with funding and wage requirements and other general project information. K&A will then prepare a pre-construction package for contractors and subcontractors containing information regarding prevailing wage laws and regulations applicable to the project.

Prior to project start up, K&A will initiate a meeting with the contractor to review the labor compliance program process. A conference call will be held with the contractor and all subcontractors to review the process. This is generally very effective to communicate the process with office staff as well as field personnel so everyone involved is aware of the requirements and process.

During the course of construction contractors and subcontractors will submit weekly certified payroll records to the CSM for tracking purposes. The CSM will forward payroll records and related documents including copies of daily inspection reports to K&A for review to assure compliance with prevailing wage laws.

K&A will also provide the following services:

- Monthly reports on the status of the project and recommend retention for delinquent and/or inadequate certified payroll records.
- Attempt to identify potential labor compliance claim issues before they arise.
- Compare payroll wages and benefits (where applicable) with prevailing wage determinations and construction inspection manpower reports.
- Verify the registration of apprentices in the craft or trade being performed.
- Require proof of payment of training fund contributions, if applicable.
- Perform periodic job site inspections, which include interviews with employees of the contractor or subcontractor.
- Report to the City of any complaint filed by a worker for prevailing wage violations.
- Provide the City with a copy of any correspondence between K&A and the contractor or sub-contractor.

- Prepare and submit to the DIR/DOL the annual report of activities for the project and provide the City with a copy.
- Conduct formal audits of the contractors' records; prepare a statistical analysis report for the City indicating the underpayment of prevailing wages and the recommended assessment of penalties.
- Prepare the appropriate documentation and represent the City during the appeal process for any prevailing wage assessment.
- File ARRA quarterly reports which include number of jobs created and retained, progress of the project, vendor information, and highly compensated individuals' information.

3.5 REPORTS

3.5.1 Progress Reports

Monthly Reports

A monthly report with a general format as shown below, will be sent to the PWD monthly.

The following items will be covered in the report:

- a) **Progress Narrative** - describes the key accomplishments during the reporting period, accompanied by charts and diagrams as appropriate.
- b) **Schedule Status** - discusses the progress achieved during the month and to-date as compared to the scheduled progress; includes a discussion of factors affecting the schedule, accompanied by an updated bar chart schedule.
- c) **Cost Status** - narrative discussion of events occurring during the month that affect the estimate at completion. A tabular and/or graphic report will be included showing payments made for the month and to date, change orders executed and pending, unit price bid item over/under-runs, and estimated cost at completion.

- d) **Problems and Disputes** - includes discussion of potential cost and schedule impacts, actions being taken to mitigate the problems, action required by City, and difficulties in dealing with other agencies will include a discussion of progress made in negotiating/settling prior claims and disputes.
- e) **Progress Photos** - showing typical work activities during the month, key events, and significant problems.
- f) **Minutes** - of the weekly progress meetings held during the month.
- g) **Quality Status** - narrative summary of significant quality control review events occurring during the month.
- h) **Changes in Personnel**
- i) **Labor Compliance Status Report**

Bi-Weekly Reports

Bi-weekly reports provide a way to accumulate in one place the project construction history. The report is distributed to the City and shows daily project activities that are summarized on a bi-weekly basis using the information provided on the "Daily Reports." This report may be used as a source document for project history for such items as claims analysis and preparation of the final project report.

Daily Reports

Daily reports are prepared by RPR(s) and include information regarding the quality of the work being viewed, tests performed, permanent materials received, and any deficiencies discovered, as well as contract administration information such as where work was accomplished and the numbers of craft persons and equipment being used. Discussions between the RPR(s) and the Construction Contractor or City will also be noted. When filling out the form, it is important that the work status be carefully noted by the use of such terms as "started work on..." or "continued to work on..." or "completed work on..." By use of these terms, the weekly progress report can be easily prepared from the information noted on the daily report. Other necessary identifiers in the daily reports should provide stationing, elevation or physical feature location. Also, crew size,

equipment usage and duration will be included so productivity issues can be clarified if claims arise. Weather conditions, such as, rain, sunny, snow and windy will also be included.

Daily reports are used by the CSM for preparing the bi-weekly progress reports and then are placed in the project files.

3.5.2 Photographs

Construction Photographs

Each RPR and other field personnel will be provided with a digital camera. Cameras will be a good quality digital, auto-focus, automatic exposure with date-back. Photographs will be taken for several purposes, including:

- General progress documentation and use in reports (typically daily)
- Record of significant events, such as tie-ins to other facilities
- Documentation of unusual site conditions or other potential problems
- Record of extra work, change order, or claim items
- Documentation of damage to existing facilities, accidents, etc.

Each person using a camera will be required to maintain a log describing the location and purpose of each photograph. (See further logging explanation below.)

Photo Library

A photo library will be maintained at the CSM's office. Photographs will be printed in duplicate and kept in albums arranged chronologically. Each photograph will be numbered and have a caption including location, photographer, and narrative description. Photographs taken to document specific problems will be included in the library and may be filed separately. Electronic copies will be turned over to the City at the close out of the contract.

3.6 QUALITY

Quality assurance and quality control are two distinct elements of quality. For the purpose of

this proposal, quality assurance pertains to the review, observation and verification by AECOM staff and their subconsultant's that the work being performed by the Construction Contractor and/or subcontractors follows the procedures detailed in the Contract Documents. Quality control pertains to the specific activities of AECOM, subconsultants, Design Engineer, Construction Contractor and subcontractor's staff and the inter-company's review and verification of these activities to ensure a quality product is produced.

AECOM's responsibilities for quality assurance and reviews will conform to the requirements of the Contract Documents. AECOM will follow quality assurance procedures outlined herein or as directed by the City; however, the following additional procedures will be implemented by AECOM as required and coordinated with the CSM. Each individual is responsible for quality control on his/her assignment.

3.6.1 Quality Assurance Reviews and Observation Plan and Procedure

Purpose

The purpose of this plan is to provide for a comprehensive quality program to provide the necessary documented checks that the project is constructed in compliance with contract requirements. The plan addresses the primary quality activities of construction observation services, reviews staffing, documentation, reporting and quality audits. This plan is supplemented by the quality control procedures of the Design Engineer, Construction Contractor, subcontractors, subconsultants and AECOM.

Responsibilities

The CSM as part of AECOM's Team will have the overall responsibility for implementing and maintaining this plan and procedure at the job-site.

Plan and Procedure

The CSM has the responsibility to provide knowledgeable, and suitable trained individuals for the project. The CSM will be responsible for directing project personnel to critical construction areas requiring observation.

Testing and Training of Quality Personnel

RPR(s) will familiarize themselves with the applicable project drawings, specifications, codes and standards defined by contract prior to being assigned the task of monitoring or specific construction or fabrication activities.

The CSM will review and confirm the proposed individual's knowledge and understanding of contract requirements prior to assignment.

Resident Project Representatives

AECOM's RPR(s) assigned to the field report to the CSM and will perform (or provide oversight as necessary) field observations and require tests of items of work performed by Contractors and suppliers that will check compliance with the applicable technical and quality standards identified in Contract Documents. These activities include but are not limited to receiving, observing, utility construction and relocation, installation activities, tunneling, welding, testing, documentation, non-compliance reporting, submittal reviews and personnel training and qualifications.

As applicable, the RPRs' responsibilities may include reviewing test results, witnessing tests, making observations, reviewing fabricators observation reports and auditing the test program. RPRs will monitor construction operations and prepare daily reports as identified in Section 3.4 Reports.

Quality Assurance

The CSM will implement a quality assurance program to check that the activities of the Construction Contractor and the various supplies are in compliance with this Quality Assurance Reviews and Observation Plan and Procedures, contract drawings, specifications and sound industry practices.

Results of quality assurance observations will be reported to the CSM and PWD as appropriate. Follow-up checks will be made to note that necessary corrective actions are being taken. Findings may result in amendments to the Quality Assurance Reviews and Observation Plan and Procedures.

Documentation and Reporting

Each RPR will be responsible for initiating and maintaining results of reviews and tests. Typical documentation of activities performed and reports will include Daily Reports, Non-compliance Reports, documentation of deviations, coordination activities, special reports for unusual events and documentation of quantities.

Copies of reports and reviews initiated by RPRs will be available in AECOM's Los Banos office.

3.6.2 Observations and Testing

Purpose

The purpose of this procedure is to provide the necessary supervision for observations and tests of items of work performed by Construction Contractors and suppliers that will check compliance with the applicable quality standards in the Contract Documents.

Responsibilities

The CSM will have the overall responsibility for implementing and maintaining this procedure.

Procedures

Observations and testing requirements are defined in the specifications and on the drawings. Standard forms for the more frequently required observations and tests will be prepared in adequate quantities and available at the field office.

Observation Program

The CSM will prepare an observation program based on the requirements set forth in the construction contracts. This program will:

- List all required tests and observation requirements.
- Reference such tests and observations to the specification section and to the applicable test or observation standards, codes and requirements.
- List the organization, including other consultants retained by the City, responsible for taking the test, reviewing test results,

witnessing tests, making observations, reviewing observation reports and auditing the test program.

The CSM and/or RPR's will implement a program to check that the approved Observation Plan and Procedures are being followed.

Reports

Forms - Observation reporting forms will be coded with the work division to which they apply, then the specification section, and a sequential number. Work categories of the report forms are based on the Construction Specifications Institute (CSI) section numbering system as follows:

<u>Division</u>	<u>Subject</u>
0	General Conditions
1	General Requirements
2	Site Construction
3	Concrete
4	Masonry
5	Metals
6	Wood & Plastics
7	Thermal & Moisture Protection
8	Doors & Windows
9	Finishes
10	Specialties
11	Equipment
12	Furnishings – Not Used
13	Special Construction
14	Conveying Systems
15	Mechanical
16	Electrical

Any new forms that are originated will be approved by the CSM, and will follow the above system.

RPRs will perform observations and witness testing using, where feasible, the applicable standard forms or forms developed especially for the Project. Where outside firms are employed, use of their standard forms is generally the best approach, providing they have obtained the CSM's approval.

Preparatory Observations - Prior to starting a separate feature of work, the following items at a minimum will be checked for compliance:

- Review of shop drawings and status of other submittals.
- Review of observation program and test reporting of materials and equipment to be utilized.
- Completion review of previous construction operation.
- Availability of materials and equipment to be installed.

Initial Observations - upon the completion of a representative sample of the given feature of work, the following items at a minimum will be checked for compliance:

- Workmanship relating to established quality standards.
- Conformance with latest Contract Documents.
- Construction methods, equipment and tools utilized.
- Quality of materials and supplies utilized.
- Adequacy of testing methods.
- Adequacy of shop drawings.

Follow-up Observations - as work progresses, follow-up observations and tests will be performed to check the continuation of compliance and workmanship standards established during the preparatory and initial observations. Follow-up observations and testing will be on a daily routine or predetermined basis as determined by the complexity of the work. A weekly or bi-weekly meeting will be scheduled to determine the effectiveness of the Observation Program that may take the form of an agenda item in the bi-weekly progress meeting with the Contractor. The CSM will prepare, as part of the monthly report, a summary of quality control activities on the project site. This report will be available in the project library and provided to City for review.

Testing

Testing as required by drawing, specification, or physical condition shall be made where necessary. See the "Reports" section above, for CSI coding of forms.

Where retesting is required for any reason, new test forms will be filled out and filed with the previous tests to provide a test history.

Daily Report

The Daily Report has a dual purpose:

As previously discussed in Section 3.4,

- To report on the quality of the work being observed.
- To report on the status of the work.

The Daily Report will reference whether the reviewed work complies with the Contract Documents.

Where work does not comply, further information must appear in the section entitled "Deficiency Report." On subsequent reports, the RPR will be expected to note the rework completed on the previously noted deficient work.

Non-Compliance Reporting

Non-compliance will be identified and documented by a noncompliance report (NCR) which will be submitted by the RPR to the CSM for resolution by the Construction Contractor.

A noncompliance report log is maintained by the CSM to track and check resolution of outstanding noncompliance reports.

3.6.3 Quality Assurance for Material and Equipment Fabrication

Supplier Documentation

AECOM will review with the Construction Contractor, Design Engineer and manufacturer, if necessary, all quality assurance procedures and reports due for material and equipment fabrication.

Supplier Documentation:

- Discuss the specification requirements for supplier-originated quality verification documentation that the supplier is to furnish with the material or equipment prior to or at the time of shipment. Ascertain that there is a clear and common understanding of exactly what materials, operations, examinations, approved specification deviations, and tests that the supplier shall document and what information must be contained in each document.

- The supplier shall submit complete quality verification documentation for the material or equipment to the Construction Contractor for review and acceptance by the Design Engineer. Documentation shall be consolidated and arranged in a single, all-inclusive package prior to submission.

Release for Shipment:

- Advise the supplier that acceptance of the documentation by the Design Engineer is required prior to release for shipment.

Shipping and Packing Requirements:

Construction Contractor is to review the shipping and packing requirements of the procurement documents with the supplier's or manufacturer's responsible shop personnel. Preparation for shipment covers the following areas:

- Protection of the fabrication from damage during handling and shipment;
- Provisions to prevent the entry of foreign matter and moisture into enclosed sections of the equipment during shipment;
- Provisions for packaging and blocking the equipment to prevent damage due to shifting or vibration during shipment;
- Adequate protection for long-term storage and preservation (when specified by the procurement documents).

All design changes made by the manufacturer, which vary from the previously accepted shop drawings, shall be transmitted to the supplier and Construction Contractor by letter, FAX, email or telephone for submission to the CSM and Design Engineer. On these occasions, materials or equipment affected by the design changes shall not be released for shipment without written approval of deviations from the previously reviewed drawings by the CSM.

Supplier Nonconformance and Follow-Up

A supplier nonconformance is a deficiency in a manufactured item, documentation, or procedure that renders the quality of an item unacceptable or indeterminate. Deficiencies observed upon delivery to the Project will be immediately brought to the attention of the Construction Contractor for remedy.

Observers who discover supplier nonconformance shall:

- Document the nonconformance.
- Notify the Contractor immediately of the nonconformance.
- Discuss the circumstances with the Contractor/supplier and attempt to determine the cause and extent of the deficiency.

For deficiencies determined to be significant, the CSM and relate the circumstances surrounding the problem and the action taken and/or contemplated to resolve the deficiency.

Follow-up

Follow-up is checking the action taken to resolve the supplier deficiency with the Construction Contractor.

3.7 CHANGE ORDER AND CLAIMS CONTROL

Amendments and changes to the Contract Documents, Contract Time and Contract Price are the responsibility of the City acting upon the recommendations of the PWD. AECOM's responsibility is to coordinate all information from the jobsite, the Construction Contractor and Design Engineer to verify the facts of such changes, the necessity of such changes, and the benefit and cost to the City for such changes.

3.7.1 Changes

Sources and Reasons for Modifications

The necessity (or desire) to make changes to the original contract requirements results from a variety of reasons and situations. Some of the basis for the initiation of modifications to contracts are discussed below.

- City-Initiated Modifications

The most common types of City-initiated modifications are changes to the characteristics and capabilities of the facility such as enhancements or improvements.

Other City-initiated modifications may arise from acceptance or correction of defective work and suspension of work.

- Design Engineer-Initiated Modifications

Change requirements initiated by the Design Engineer are normally the result of changes in design criteria, design errors or omissions, shop drawing review, field reviews or resolution of a difficulty encountered by field personnel.

- **Field-Initiated Modifications**

Field initiated modifications usually result from the following situations:

- Differences between site conditions shown on the plans and those actually encountered during construction.
- Gaps or overlaps in the Construction Contractor's work relative to that of other Contractors or the City.
- Differences in the quantity of units encountered and the estimated quantity of units described or detailed on the drawings or in the contract specifications.
- Ambiguities or errors in the plans or specifications.

- **Other Sources of Modifications**

Modifications may result from conditions beyond the control of City, Design Engineer or AECOM, such as:

- Excusable delays (floods, strikes, acts of God).
- Requirements imposed by regulatory agencies.

Types of Changes

- **Optional Changes** - Changes that are desirable if they can be affected at an acceptable cost and schedule impact. This includes changes that must be made, but not necessarily by the Contractor.
- **Mandatory Change, Non-Urgent** - A change that must be made. Time is available to negotiate a change order without adversely affecting the Contractor's schedule.
- **Mandatory Change, Urgent** - A change that must be made. Delay in implementing the change will cause an adverse affect on the schedule and/or substantially add to the cost.
- **Emergencies** - Immediate action is required to protect life and property.

Modification Processing Considerations

General

It is recommended that modifications be priced before the changed work is started. Retroactive pricing of modifications is undesirable because it fosters a condition where the price agreement may be on a cost-plus-a-percentage-of-cost basis and it makes proper financial management of the contract difficult.

Force Account

Force account work is Client directed work that is paid for by keeping track of the actual direct costs of labor, equipment, permanent materials, subcontracts, and supplies associated with a directed task. A previously agreed to markup for overhead, general expense and profit is added to the tabulated direct costs, usually as a percentage.

Force account work usually is needed in cases where the work is not sufficiently defined to allow a forward price, unit price or lump sum change order or where there is not enough time available to reach agreement on the cost without adversely affecting other scheduled work.

Some examples might be emergency work needed to overcome the results of a natural disaster or unexpected subsurface materials suddenly encountered without warning which must be repaired or replaced before other work may continue.

It is important that the scope of the work be clear and that adequate records of the work effort be maintained for payment purposes. The force account report must be filled out daily by the Construction Contractor, verified by the field staff and turned in to the CSM's office each day. The Contractor's Force Account Report will be reviewed for accuracy and completeness.

At the end of the task or pay period, whichever comes first, all of the daily forms are accumulated, the costs are tabulated and mark ups added. After agreement with the Construction Contractor to the tabulated amounts, this becomes the backup for a change order needed in order to increase the contract amount and pay the Construction Contractor for force account work performed within that pay period.

Preliminary work needed in order to use the force account method includes the following:

- Agreement between the parties regarding the labor classifications and rates to be used.
- Agreement between the parties regarding the construction equipment types and rates to be used.
- Agreement between the parties regarding the amount of overhead, general expense and profit to be used.

If any of the above items are not included in the project specifications, the CSM must meet with the Construction Contractor and work out agreements early in the project.

Extensions of Time

Extensions of time are an important part of contract administration and must be reviewed each time a change order is initiated or each time an event or change is known to have affected the contract schedule.

The contract time as set by the Contract Documents is for purposes of City overall anticipated receipt of a completed facility. The contract contains a liquidated damages clause that is a dollar amount that the Contractor agrees at bid time to pay to City if the project is not completed on time. When a contract contains a liquidated damages clause, actual damages are typically not applicable, unless also specified.

On the other hand, the project work time is set by the Contractor when the construction schedule is submitted and approved. The Contractor has a right to schedule the work in any sequence or time with City overall project time period, except where operational constraints dictate otherwise. The Contractor may finish early unless prohibited by the contract.

All modifications require consideration of price and many modifications require an adjustment of contract time as well as price. Deferment of the time negotiation to a later date (post-timing) is subject to the same criticism as post-pricing. It effectively transfers the time risk from the Contractor to City by placing the Contractor in the position of negotiating from actual time. Its practical result is to relieve most or all of the pressure on the Contractor to complete the work in a timely manner because the Contractor is virtually certain, in negotiating after the fact, to receive a time extension covering his overrun in time.

Deferment of time negotiation also creates the danger of constructive acceleration due to failure to issue time extensions promptly.

Another well-founded objection to the separation of time and price negotiation rests on the fact that time affects price. Therefore, it is unlikely that a realistically priced modification can be negotiated without the parties agreeing or being very close to agreement on the time adjustment required. Furthermore, if "time" is deferred for later negotiation, and the Contractor has incurred costs not foreseen in the previous price negotiations, such price agreement may well be negated.

Therefore, price and time should be negotiated together and, except as may be required by operational necessities, they should be agreed upon before work is begun.

Schedule delays can usually be classified into the following categories:

- Contractor-caused delays to the work. An example might be not staffing up or providing the equipment needed to meet the approved schedule.
- Delays caused by the City or some third party. Suspensions of work due to funding, late delivery of City furnished equipment, or added scope of work are examples.
- Force Majeure or excusable delays such as acts of God, flood and strikes.
- Delays due to the Contractor's subcontractors or suppliers.

Each schedule delay must be analyzed and checked against the construction contract terms and a time extension granted where it is called for. General guidelines are as follows:

- Contractor-caused delays, which include subcontractor or supplier caused delays, when the subcontractors or suppliers are under contract with the Contractor are not eligible for time extensions.
- City-caused delays, which include delays resulting from acts of the PWD, CSM or another City controlled party or item, are grounds for time extensions. This type of time extension usually carries a right of the Contractor to compensation for the extended time in the form of extended overhead and general expense costs, equipment rental

and/or home office overhead as may be appropriate in the specific circumstances.

- Excusable delays call for time extensions to relieve the Contractor of the threat of liquidated damages for the extended period. This type of time extension does not usually carry a right to compensation by the City, except in certain cases where it can be shown that the Contractor was forced into the force majeure delay by a City-caused delay.

Careful and timely analysis of each delay or piece of added work and agreement with the City and Contractor to a proper time extension must be given the highest priority. This action will assist greatly in reducing the chances of the project being involved in an acceleration claim by the Contractor and will keep all parties abreast of the projected project completion date.

Control of total cost for a fixed price construction contract equates to control of modifications costs. Cost and time are inter-related and additional time or delay usually means additional cost. The status of construction, relationship with the Contractor, and other factors will determine whether a modification must be processed in the shortest possible time or whether less urgency is involved. At any rate, we must continue to be alert to critical time situations and the processing of modifications accordingly in a timely manner.

General Change Control Procedures

The following procedures will be used for types of changes, where applicable.

- A fixed-price change order will be negotiated and agreed upon prior to the start of the work when possible.
- A change order log system will be established to track changes and potential changes from the first identification, through the approval cycle, to execution and verification of completion.
- Change orders, which are agreed to be executed on a time-and-material basis, will be strictly controlled and signed off daily.
- Change orders will include a concise description of the change, complete with drawings or sketches as appropriate.
- Design modifications requiring minor changes to the work will be prepared by the Design

Engineer. Change orders that require significant design modifications will be coordinated with the Design Engineer, including subconsultants, and the City.

- An analysis will be prepared and submitted to City with each proposed change order. The analysis will include:
 - Justification for the change.
 - Estimated cost of the change with back-up documentation.
 - Analysis of schedule effects, if any.
 - Discussion of effect on plant operations.
- Negotiations will be carried out with continuing diligence with the goal of achieving a mutually acceptable settlement of outstanding issues.
- Client review and authorization.
- Final approval and authorization by City is required.

Immediate Change Control Procedures

Mandatory Change, Urgent

- Advise the City that delay in proceeding with the construction involved with the change will impact the schedule or substantially add to the cost of the change.
- Receive City Authorization to Proceed with the changed work on a force account basis.
- Authorize the Contractor to proceed with the change on a force account basis and follow established force account procedures.

Emergencies

- Concurrently advise City and affected cities, county, utilities and/or agencies of the emergency and the measures being taken.
- Monitor the Contractor's work effort and record Contractor expenses using standard force account procedures.

3.7.2 Claims

Contractor Claims

General

A change may originate from a Contractor's claim arising from any of the following events:

- Failure to reach agreement on the price or time impact resulting from a Change.
- A Field Order that the Contractor believes justifies an increase in contract price or an extension of contract time.
- Events that may constitute an excusable delay.
- Certain actions or omissions by City, Design Engineer or CSM.
- Differing site conditions.

The Contractor is required to notify the City of any event that he believes may justify an increase in contract price or an extension of contract time. Prompt notice is required for certain events that may require a change in the Contract Documents.

Procedure

Upon receipt of a claim or a notice of a potential claim from the Contractor, the CSM shall:

- Acknowledge receipt of the claim in writing. If there is any doubt, whether a communication from the Contractor constitutes notice of a claim or a potential claim, the communication shall be treated as a notice and shall be so acknowledged.
- Claims matters should be recognized as early as possible and given an identifying number for tracking purposes. The number is used to allow ease in filing all pertinent information, such as letters, drawings, photographs, etc. The number is also used for purposes of a claims log that should be set up to show the current status of each claim. This log should be updated as claims are recognized and always kept current.
- Investigate the facts and circumstances of the claim, and where appropriate, immediately request the Contractor to submit substantiating data. Coordinate input from the

CSM in the analysis of each claim where applicable.

- Maintain close surveillance and documentation of the Contractor's activities directly involved with the event-giving rise to the claim, as well as activities potentially impacted by the event. In particular, labor and equipment use should be monitored so the Contractor's submitted costs can be checked.
- Determine as soon as possible whether a change to the work is necessary.
- If a change to the work is necessary, determine whether immediate implementation is necessary.
- If immediate implementation is necessary, initiate force account, change procedures.
- If immediate implementation is not necessary, initiate Change Notice procedures.
- If no change to the work is necessary, determine whether the Contractor is otherwise entitled to an increase in contract price and/or an increase in contract time, and issue a formal written decision.
- Check that discussions toward resolution of claims proceed as rapidly as possible between AECOM staff and the performance Contractor. Check that the negotiation team is well prepared prior to the start of claim negotiations.
- Keep City aware of claims status. Should discussions between the CSM and the Contractor lead to tentative agreement on something the Design Engineer can recommend, City should immediately be consulted and agreeable parameters set up.
- Once the CSM and the Contractor have reached a point in negotiations at which the CSM can recommend settlement to City, a change order must be prepared and sent through the normal channels to cover the change in cost and/or time.
- Should the CSM and Contractor reach an impasse, the CSM should notify the City and Contractor that negotiations have failed.
- If either Contractor or City disagrees with the decision or the terms of the change order,

appeal may be made through the partnering process, arbitration, mediation or litigation as provided in the Contract Documents.

Private Party Claims

These claims normally are the legal responsibility of the Construction Contractors. It is anticipated, however, that the City will inevitably be the recipient of complaints as the project owner. The entire project team will investigate complaints and coordinate with the Contractor to effect resolution. In this regard, the City will act as an arbitrator endeavoring to get Contractors to settle complaints. It may be necessary, in some cases, for public relations concerns to settle the complaint in advance of the Contractor's concurrence and assess the damages to the Contractor. Should legal action eventuate from cases which cannot be reasonably settled, the City may require from the Design Engineer support including depositions, expert witness testimony, litigation assistance, damage appraisal (by licensed appraiser when appropriate) and similar items. Services in anticipation of and in support of litigation are additional services to the base contract.

3.7.3 Control Procedures

General

The purpose of these procedures is to provide a uniform method of providing City with reasons for and benefits of the change, so City can approve the work needed to proceed with the change.

Background

Performance contracts between City and the performance Contractors are generally firm price contracts. The Contractor bids based on the specifications, drawings and other documents comprising the bid documents. An agreement is entered into by the Contractor with City to perform the work described to the specified quality, for an amount of money and within a time period stipulated by the Contract Documents, which are part of the agreement. Changes will occur during the course of the contract, and the Contract Documents make provision for such changes. Section 6.1 describes the methods by which various types of changes are negotiated and incorporated into the contract.

Identification of Changes

The CSM must identify changes as soon as possible. As stated previously, change occurs when any deviation from the Contract Documents occurs. For example, any drawing issued after the bid issue results in a change - the document is different - even if only the revision number is changed. Note that changes do not necessarily result in increased cost.

The CSM receives all modification information affecting the project from the City, Design Engineer, or Construction Contractor. Such changes should be described on a Field Change Notice form and logged on a Potential Change Notice log.

The CSM, in coordination with the client, will make the determination of whether the change is to be treated as a minor change, lump sum change, or force account change.

Potential Change Order Log

- The purpose of this log is to list all potential changes requested by City, or Contractor(s).
- The log will list PCO number, the date request received, subject, submitted cost/time, status and change order cross reference.

Change Order Log

- The log is used to list all City-approved changes.
- The log will list CO number, CO title (brief description of change request), cost/time, date executed and PCO number cross-reference.

Log Maintenance

The above logs will be maintained by the CSM in conjunction with the PWD. They will be reviewed weekly for delinquent PCOs/CCOs.

Preparing Change Orders

Forward-Price Change Orders

Upon completion of the negotiations with the Contractor, a formal CO will be prepared, numbered, and forwarded by the CSM to the Contractor for signature.

Upon return of the signed CO, the CSM will forward the package (CO, recommendation, back up) to City for approval.

The City will issue the fully executed CO to the CSM for issue to the Contractor.

Cost of Work Change Order (Force Account)

When force account work is completed, a formal CO will be prepared and forwarded to the Contractor for signature. It will reflect direct cost, indirect cost, overhead and Contractor's profit as defined in the Contract Documents and will include the time extension if appropriate.

The Contractor-signed CO will be forwarded to City for signature. The backup (signed time sheets, invoices, etc., as appropriate) will be included with a recommendation.

City will issue the fully executed CO to the CSM and/or RPR's for issue to the Contractor.

Appendix A

**AECOM USA
LOS BANOS OFFICE**

CHARGE RATE SCHEDULE
(January 1, 2010 to December 31, 2010)

CLASSIFICATION	HOURLY RATE RANGE
PRINCIPAL ENGINEER	\$160.00 - 210.00
PRINCIPAL SURVEYOR	\$ 130.00 - 160.00
SENIOR ENGINEER II	\$ 130.00 - 160.00
SENIOR ENGINEER I	\$ 110.00 - 130.00
ASSOCIATE ENGINEER	\$90.00 - 110.00
ASSISTANT ENGINEER II	\$ 70.00 - 90.00
ASSISTANT ENGINEER I	\$ 60.00 - 80.00
ENGINEERING ASSISTANT	\$ 70.00 - 90.00
DESIGNER/TECHNICIAN	\$ 65.00 - 100.00
CLERICAL	\$ 50.00 - 65.00
CADD SUPERVISOR	\$ 85.00 - 105.00
CADD OPERATOR	\$ 60.00 - 85.00
INSPECTOR	\$ 60.00 - 85.00
INSPECTOR	Under Merced and Stanislaus Counties Prevailing Wage Rates* Quotation
FIELD SURVEYS	HOURLY RATE
2-MAN SURVEY CREW	Under Merced and Stanislaus Counties Prevailing Wage Rates* Quotation
*Note: Job Specifications charge rates are dependent upon Prevailing Wage Rates set by the State Department of Industrial Relations pursuant to California Labor Code, Part 7, Chapter I, Article 2, Sections 1770, 1773 and 1773.01.	
GENERAL PROJECT EXPENSES Includes mail, telephone, fax, office photo copies, computers and mileage(except as noted)	8 % of Labor
MISCELLANEOUS CHARGES AUTO TRAVEL FOR CONSTRUCTION PHASE AND SURVEYING SERVICES	\$.60 per mile
REIMBURSABLE EXPENSES	Cost plus 12%

Project Budget

Construction Management Services for the Newman Downtown Plaza

City of Newman

Task Description	Personnel Hours					Budget				
	Principal Engineer	Associate Engineer	Inspector	Designer Technician	Total Hours	Labor	Subconsultant	Non-Labor Fee	Total Non-Labor	Total
<u>Project Management</u>										
Project Coordination	80				80	\$ 14,400		\$ 1,152	\$ 1,152	\$ 15,552
Supervision of Staff/Subconsultants	80				80	\$ 14,400		\$ 1,152	\$ 1,152	\$ 15,552
Matrix Preparation for Testing and Forms	8			8	16	\$ 2,080		\$ 166	\$ 166	\$ 2,246
Contact List Preparation/Updates	2			4	6	\$ 680		\$ 54	\$ 54	\$ 734
Quality Assurance	60				60	\$ 10,800		\$ 864	\$ 864	\$ 11,664
					-	\$ -		\$ -	\$ -	\$ -
Subtotal	230	-	-	12	242	\$ 42,360	\$ -	\$ 3,389	\$ 3,389	\$ 45,749
<u>Meetings</u>										
					-					
Team Kick-Off Meeting	8			4	12	\$ 1,760		\$ 141	\$ 141	\$ 1,901
Pre-Construction Conference	8			8	16	\$ 2,080		\$ 166	\$ 166	\$ 2,246
Labor Compliance Conference	2			2	4	\$ 520		\$ 42	\$ 42	\$ 562
Weekly Progress Meetings with Contractor (20 Meetings)	70		60	70	200	\$ 23,360		\$ 1,869	\$ 1,869	\$ 25,229
Client Meetings (5 Meetings)	15				15	\$ 2,700		\$ 216	\$ 216	\$ 2,916
					-	\$ -			\$ -	\$ -
Subtotal	103	-	60	84	247	\$ 30,420	\$ -	\$ 2,434	\$ 2,434	\$ 32,854
<u>Reports/Minutes</u>										
					-				\$ -	
Daily Field Reports Review	80				80	\$ 14,400		\$ 1,152	\$ 1,152	\$ 15,552
Weekly Contractor Meeting Minutes	30			40	70	\$ 8,600		\$ 688	\$ 688	\$ 9,288
Bi-Weekly Reports to City (10 Reports)	15			15	30	\$ 3,900		\$ 312	\$ 312	\$ 4,212
Monthly Reports to City (5 reports)	10			15	25	\$ 3,000		\$ 240	\$ 240	\$ 3,240
Non-Compliance Reports	4			4	8	\$ 1,040		\$ 83	\$ 83	\$ 1,123
ARRA Quarterly Reports	4				4	\$ 720	\$ 3,500	\$ 478	\$ 3,978	\$ 4,698
					-	\$ -			\$ -	\$ -

Project Budget

Construction Management Services for the Newman Downtown Plaza

City of Newman

Task Description	Personnel Hours					Budget				
	Principal Engineer	Associate Engineer	Inspector	Designer Technician	Total Hours	Labor	Subconsultant	Non-Labor Fee	Total Non-Labor	Total
Subtotal	143	-	-	74	217	\$ 31,660	\$ 3,500	\$ 2,953	\$ 6,453	\$ 38,113
<u>Document Control</u>										
Maintain Files and Project Library				40	40	\$ 3,200		\$ 256	\$ 256	\$ 3,456
Submittals and Shop Drawings	12	24		50	86	\$ 8,560		\$ 685	\$ 685	\$ 9,245
RFIs and Document Clarification Requests	12	24		50	86	\$ 8,560		\$ 685	\$ 685	\$ 9,245
Certified Payrolls/Labor Compliance				40	40	\$ 3,200	\$ 13,000	\$ 1,816	\$ 14,816	\$ 18,016
Photo Library				40	40	\$ 3,200		\$ 256	\$ 256	\$ 3,456
					-	\$ -		\$ -	\$ -	\$ -
Subtotal	24	48	-	220	292	\$ 26,720	\$ 13,000	\$ 3,698	\$ 16,698	\$ 43,418
<u>Contract Administration</u>										
Project Set-up	1	1		12	14	\$ 1,240		\$ 99	\$ 99	\$ 1,339
QMS	4	4		16	24	\$ 2,400		\$ 192	\$ 192	\$ 2,592
Progress Payments (6)	3	6		24	33	\$ 3,060		\$ 245	\$ 245	\$ 3,305
Field Orders/Change Orders (4)	2	8		12	22	\$ 2,120		\$ 170	\$ 170	\$ 2,290
Pre-Final Inspection and Punch List	4		4	2	10	\$ 1,224		\$ 98	\$ 98	\$ 1,322
Final Inspection and Punch List	4		4	2	10	\$ 1,224		\$ 98	\$ 98	\$ 1,322
Record Drawings/Review		4			4	\$ 400		\$ 32	\$ 32	\$ 432
Project Closeout	2	2		8	12	\$ 1,200		\$ 96	\$ 96	\$ 1,296
					-	\$ -		\$ -	\$ -	\$ -
Subtotal	20	25	8	76	129	\$ 12,868	\$ -	\$ 1,029	\$ 1,029	\$ 13,897
<u>Field Work</u>										
Construction Observation	40	200	400		640	\$ 61,600	\$ 26,982	\$ 8,166	\$ 35,148	\$ 96,748

Project Budget

Construction Management Services for the Newman Downtown Plaza

City of Newman

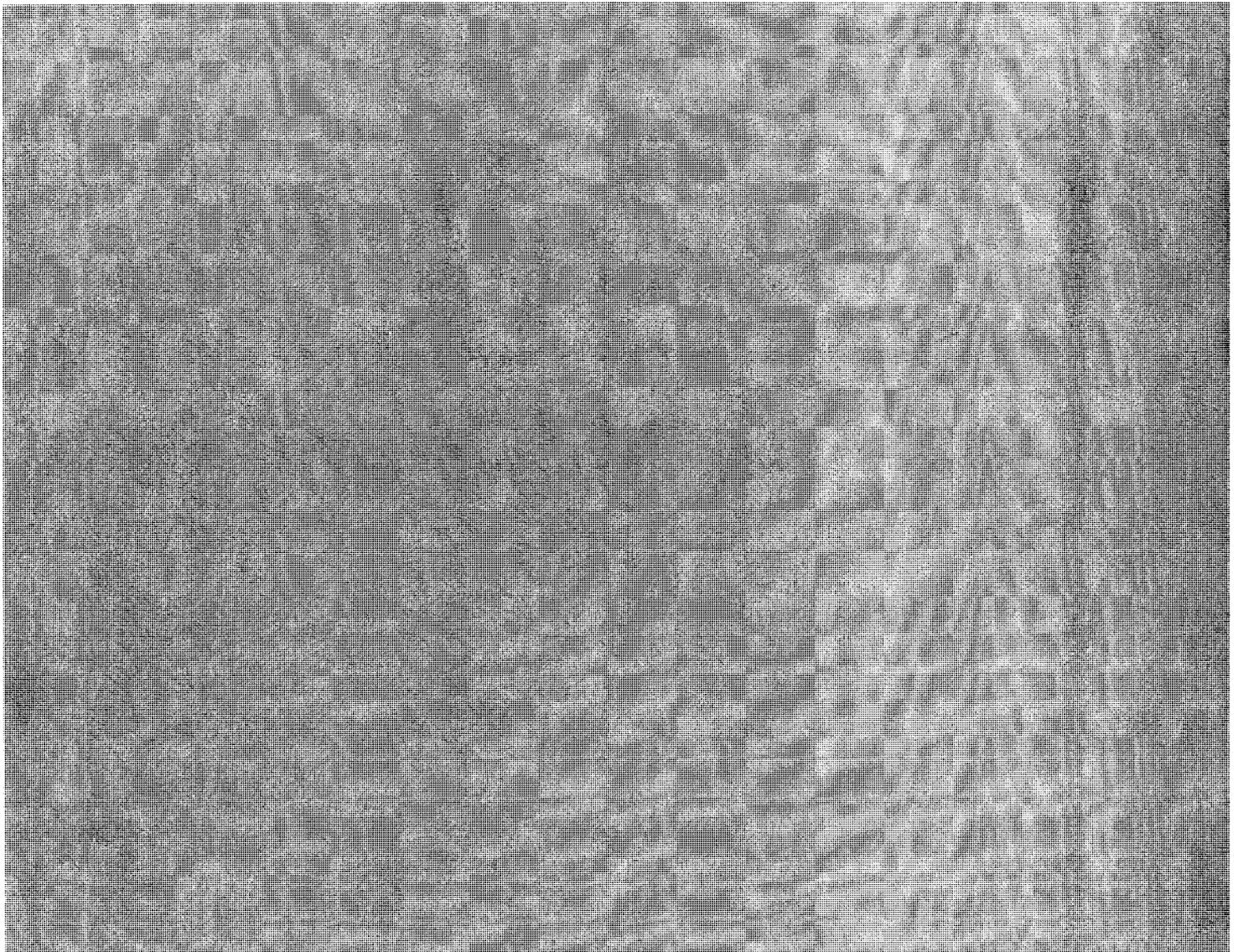
Task Description	Personnel Hours					Budget				
	Principal Engineer	Associate Engineer	Inspector	Designer Technician	Total Hours	Labor	Subconsultant	Non-Labor Fee	Total Non-Labor	Total
Monitor Sampling and Testing		25	50		75	\$ 6,800		\$ 544	\$ 544	\$ 7,344
Daily Field Reports		40	80		120	\$ 10,880		\$ 870	\$ 870	\$ 11,750
Quality Assurance		80			80	\$ 8,000		\$ 640	\$ 640	\$ 8,640
					-	\$ -		\$ -	\$ -	\$ -
Subtotal	40	345	530	-	915	\$ 87,280	\$ 26,982	\$ 10,220	\$ 37,202	\$ 124,482
Total	560	418	598	466	2,042	\$ 231,308	\$ 43,482	\$ 23,722	\$ 67,204	\$ 298,512

<u>Personnel Category</u>	<u>\$/HR</u>
Principal Engineer	\$180.00
Associate Engineer	\$100.00
Inspector	\$86.00
Designer Technician	\$80.00

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AECOM (NYSE: ACM) is a global provider of professional technical and management support services to a broad range of markets, including transportation, facilities, environmental, energy, water and government. With approximately 45,000 employees around the world, AECOM is a leader in all of the key markets that it serves. AECOM provides a blend of global reach, local knowledge, innovation, and technical excellence in delivering solutions that enhance and sustain the world's built, natural, and social environments. A Fortune 500 company, AECOM serves clients in more than 100 countries and had revenue of \$6.1 billion during the 12-month period ended December 31, 2009.

More information on AECOM and its services can be found at www.aecom.com.



Honorable Mayor and Members
of the Newman City Council

Agenda Item: **10.i.**
City Council Meeting
of May 25, 2010

**CONTRACT WITH CALIFORNIA CONSULTING FOR GOVERNMENTAL AFFAIRS
SERVICES**

RECOMMENDATION:

Adopt Resolution #2010- , authorizing the City Manager to execute an agreement with California Consulting for Governmental Affairs Services.

BACKGROUND:

California Consulting has been helping municipalities since 2004. California Consulting provides lobbying, funding and grant writing services to local governments. Since 2004 California Consulting has secured over a \$1 billion for their clients.

ANALYSIS:

Attached is a copy of the California Consulting business brochure and a proposed contract. The proposed contract would run from June 1, 2010 until June 1, 2011. The cost to the City would be \$3,000 per month, plus reimbursable costs. The fee would mainly cover lobbying and grant writing efforts.

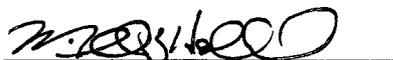
FISCAL IMPACT:

Staff believes the net fiscal impact to the City will be positive. Many cities receive substantially more funding than the monthly costs. Additionally, Mr. Samuelian has provided the City access to contact(s) that may help resolve an outstanding sales tax issue.

CONCLUSION:

Based upon the recommendation of the City of Oakdale, staff contacted California Consulting to set up a consultation. After the meeting, it was determined that the City of Newman would benefit substantially from partnering with the firm. Staff recommends the City move forward with a one-year contract with California Consulting, LLC for Governmental Affairs services.

Respectfully submitted,



Michael E. Holland
City Manager



Central Valley Office
1530 East Shaw Avenue
Suite 114
Fresno, CA 93710

Sacramento Office
520 Capitol Mall
Suite 700
Sacramento, CA 95814

STEVE SAMUELIAN

California Consulting, LLC
A Full Service Governmental Affairs Agency
www.californiaconsulting.org

History

Founded in 2004 California Consulting, LLC has quickly established a reputation for hard work and a commitment to success for its clients. Through that special hard work ethic, California Consulting, LLC has become one of the fastest growing advocacy and grant writing companies in California. With more than 40 clients statewide, California Consulting's success has translated into rapid and unprecedented growth. Put simply, no lobbying/grant writing firm has grown faster in California in recent history.

Owner Steve Samuelian has more than two decades of experience dealing with Government, including 8 years as District Director for a U. S. Congressman. Additionally, Mr. Samuelian served in the California Legislature. The company has a professional team of Governmental affairs advocates and grant writers to successfully serve our client's needs.

California Consulting has developed an expertise in representing public agencies and non-profit organizations.

Grant Writing:

The California Consulting team boasts three full time grant writers as well as two special grant writing advisors. Through years of experience our grant writers have a proven track record of success and have mastered their skills of identifying, researching and obtaining funding for significant projects at every level of government. Our team has successfully written competitive federal and state grants totaling more than \$62 million for our clients. Our aggressive, hard working, and results-oriented style has translated into millions of dollars for our clients. Our professional grant writers are diligent and stay current on every federal and state grant available on a myriad of different topics and public policy areas. Whether it is recreation, education, parks, or public safety our grants team knows where to locate grant funds and how to successfully write the applications.

State Government Advocacy:

Specializing in relations with State Government Agencies, California Consulting assists clients specifically with the Governor's Office, the State Legislature, and the State Agencies that issue grant monies. With two registered lobbyists at the State Level, California Consulting, LLC has the expertise, experience, and relationships in Sacramento to successfully advocate for your issues. With Mr. Samuelian's former role as an elected State Legislator, our company is uniquely positioned to represent our clients with every facet of state government. If you want to pass, amend, or stop state legislation, California Consulting has a proven track record of success. We also have secured funding for our clients through legislative avenues including budget trailer bills specifically for our clients needs.

California Consulting maintains strong relationships with the Governor's Senior Staff and with the Departments that have grant money available for cities, i.e., Department of Housing and Community Development, Integrated Waste Management Board, State Water Resources Control Board, Department of Water Resources, Cal-Trans, Department of Parks and Recreation, Cal-EPA, Office of Traffic & Safety and many others.

California Consulting, LLC has both a Lobbying Consultant and a Senior Advisor located in Sacramento to assist the Company and our clients. Esperanza Ross, J.D., and Robert King Fong, Attorney at Law both serve the Company as a Lobbyist Consultant and Senior Advisor respectively. More information about Ms. Ross and Mr. Fong can be obtained at www.californiaconsulting.org

Sacramento Trips:

Our office regularly organizes trips to Sacramento for our clients. We organize a full day of meetings with key State Agencies that have grant monies available. Usually the City Manager (or Superintendent if School District) and some city elected officials attend the day long visit to the Capitol accompanied by California Consulting Manager Steve Samuelian. Our team makes weekly trips to Sacramento to stay in constant contact with State Agencies and Legislators.

We provide, coordinate, and arrange consistent visits to Sacramento for our clients. These visits include a full day of lobbying State Agencies and key decision makers for grant money.

With an affiliate office in Sacramento, California Consulting is well equipped to host visits of local elected and appointed officials.

Quarterly Lunches:

In order to keep our clients regularly informed of updates from the Capitol, we routinely invite special guests from Sacramento to visit the San Joaquin Valley. Each quarter we host a luncheon roundtable with a key elected or appointed official from the Capitol. Recent events have been held in Sanger, Selma, Reedley, Fowler, and Fresno in conjunction with our office. Guests have included State Superintendent of Public Instruction Jack O'Connell, the Governor's Cabinet Secretary, and other key policymakers. This allows our clients to interact with major policymakers in a unique small group setting here in the San Joaquin Valley.

References:

California Consulting references include key leaders from around the State. Our relationships are bi-partisan and we have references from major figures and leaders in both political parties. A full list of our references can be viewed at www.californiaconsulting.org

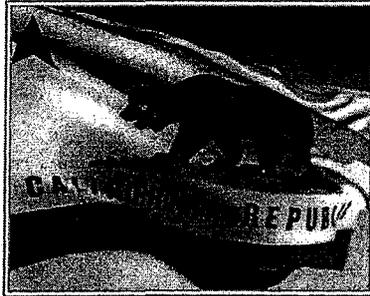
California Consulting currently represents 20 cities across California, the Fresno County EOC, the Fresno Council of Governments (COG), the City of Fresno Redevelopment Agency, 13 school districts and two special districts among other clients. A full client list can be obtained at www.californiaconsulting.org

CALIFORNIA CONSULTING

CALIFORNIA CONSULTING HAS SECURED OVER \$1 BILLION FOR CLIENTS!



"California Consulting, LLC has secured over \$1 billion for their clients. Since inception, California Consulting has generated \$1,342,500,000 for clients through state and federal avenues."



References

California Consulting references include key leaders from around the State. Our relationships are bi-partisan and you can view the list of our references from major figures and leaders in both political parties.

Senate Majority Leader Dean Florez

Supervisor Judith Case
County of Fresno

Supervisor Michael Rubio
County of Kern

Concilwoman Grace Vallejo
City of Delano

Supervisor Henry Perea, Chairman
Fresno Co. Board of Supervisors

Council Member Henry T. Perea
City of Fresno

Mayor Dennis Donahue
City of Salinas

Mayor Victor Lopez
City of Orange Cove

Alan Bengyel, City Manager
City of Orange Cove

Blong Xiong
Fresno Councilman, District 1

Peter Weber
Regional Jobs Initiative

Mayor Armando Lopez
City of Parlier

Lou Martinez, City Manager
City of Parlier

Councilman Michael Montelongo
City of Sanger

D. B. Heusser, City Manager

Rich Merlo, Superintendent
Corcoran Unified School District

Abdel Salem, City Manager
City of Delano

Jeff Roberts
Granville Homes

Al Smith, President and CEO
Greater Fresno Area Chamber of
Commerce

Ed Kashian, CEO
Lance-Kashian and Company

Richard Spencer, CEO
Spencer Enterprises

Council Member Rico Aguayo
City of Fowler

Richard Gunner
Gunner & Andros Investments

Council Member Cynthia Sterling
City of Fresno

Juan Garza, Superintendent
Kings Canyon Unified School District

Ralph Vandro, Superintendent
Laton Unified School District

Gerald Forde, City Manager
City of McFarland

Mayor Trinidad Rodriguez
City of Kerman

Ron Manfredi, City Manager
City of Kerman

City of Selma

Mayor Ron Lander
City of Coalinga

Mayor Ramon Dominguez
City of Huron

Mayor Pro-Tem Dennis Lujan
City of Selma

Councilman Martin Castellano
City of Sanger

Supervisor Frank Bigelow
County of Madera

Supervisor Vern Moss
County of Madera

Stell Manfredi
County Administrative Officer
County of Madera

Jeff Britz, City Manager
City of Lemoore

David Elias, City Manager
City of Fowler

Bill Skinner, City Manager
City of Coalinga

Don Pauley, City Manager
City of Kingsburg

Councilman Leland Bergstrom
City of Kingsburg

Bruce Rudd, Assistant City Manager
City of Fresno

Lowell T. Carruth, Partner
McCormick Barstow LLP

Tony Boren, Executive Director
Fresno County Council of Governments

Cliff Tutelian, CEO
Tutelian and Company

Rocky Rogers, City Manager
City of Reedley

Robert Gorson, City Manager
City of Taft

Ray Soleno, Councilman
City of Reedley

Kirk Hunter, CEO
Southwest Transportation Agency

Supervisor Simon Salinas
Monterey County

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RESOLUTION NO. 2010-

AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CALIFORNIA CONSULTING FOR GOVERNMENTAL AFFAIRS SERVICES

WHEREAS, the City Manager of the City of Newman has recommended that the City Council approve a contract with California Consulting for Governmental Affairs Services; and

WHEREAS, California Consulting has been helping municipalities since 2004 by providing lobbying, funding and grant writing services; and

WHEREAS, California Consulting has secured over a \$1 billion in funding for their clients since 2004; and

WHEREAS, the City Council is desirous of entering into a contract with Contract California Consulting; and

WHEREAS, the City Council of the City of Newman has determined it would be in the best interest of the City to enter into a contract with California Consulting.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman hereby approves the agreement with California Consulting for Governmental Affairs Services and authorizes the City Manager to execute said agreement.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 25th day of May 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 of the City of Newman

GOVERNMENT AFFAIRS CONSULTING AGREEMENT

DATED: June 1, 2010

PARTIES: California Consulting, LLC, A California Limited Liability Company
(hereinafter the "Consultant"); and

City of Newman, (hereinafter the "Client")

AGREEMENT:

The undersigned hereby agree to the following terms and conditions:

Section 1. Duties of Consultant: During the term of this Agreement, Consultant shall provide the Client with state and local governmental affairs consulting and advice as is reasonably requested by the Client. It is understood and acknowledged by the parties that the value of the Consultant's advice is not readily quantifiable, and that Consultant shall render advice upon request of the Client, in good faith, but shall not be obligated to spend any specific or pre-set amount of time in so doing. Consultant's duties may include, but will not necessarily be limited to:

- a. Grants research, identification, and writing at direction of Client;
- b. Offering Client general advice on matters involving state and local governmental issues and affairs, grants research, identification, and writing;
- c. Communicating with key persons in the state government, state agencies, local government, community leaders, community organizations, and business persons to further the goals of Client; and,
- d. Arranging and/or attending meetings on behalf of the Client and for the furtherance of the stated goals of the Client.

Section 2. Time for Performance of Duties: Notwithstanding any other term or condition of this Agreement, Client specifically acknowledges that Consultant has other clients and/or outside employment. Consultant shall have control over the time and manner of performing its duties described in Section 1, and shall make available such time as it, in its sole discretion, shall deem appropriate for the performance of its duties under this Agreement.

Section 3. Term of the Agreement: The effective date of this Agreement is June 1, 2010, and shall continue until June 1, 2011 at which time both parties will discuss potential new contract terms.

Section 4. Compensation: Client shall pay Consultant \$3,000.00 per month as compensation for Consultant's state and local government affairs consulting services. Client shall pay Consultant on the 1st day of each month, with the need for Consultant providing a written invoice.

Section 5. Expenses: The Client agrees to reimburse the Consultant for reasonable out-of-pocket expenses related to performing services on behalf of the Client. Such expenses typically might include, but are not limited to, phone calls, faxes, copies, postage, parking, gas, messengers, travel, and lodging expenses, and quarterly lobbyist report. Consultant shall provide Client with a receipt and a description of the expense. Client shall reimburse Consultant within Thirty (30) days of Consultant providing the receipt and description of services to Client.

Section 6. Relationship: Consultant shall perform its services hereunder as an independent contractor and not as an employee of the Client or an affiliate thereof. It is expressly understood and agreed to by the parties hereto that Consultant shall have no authority to act for, represent or bind the Client or any affiliate thereof in any manner, except as may be agreed to expressly by the Client in writing from time to time.

Section 7. Confidentiality: Except in the course of the performance of its duties hereunder, each party agrees that it shall not disclose any trade secrets, know-how, or other proprietary information not in the public domain learned as a result of this Agreement. Similarly, the parties agree that they shall not disclose or divulge this Agreement, or any of its term or conditions to third parties, except as is necessary to perform the terms and conditions stated herein.

Section 8. Indemnification: The Client agrees to indemnify and hold harmless the Consultant, its members, officers, directors, employees and each person who controls Consultant or any of its affiliates from and against any losses, claims, damages, liabilities and expenses whatsoever (including reasonable costs of investigation or defending any action) to which they or any of them may become subject under any applicable law arising out of Consultant's performance under this Agreement and will reimburse Consultant for all expenses (including counsel fees) as they are incurred. Consultant maintains liability insurance in the amount of one million dollars.

Section 9. Assignment: This Agreement shall not be assignable by either party; provided however, that Consultant shall have the discretion to allocate its duties hereunder to owners, affiliates, or employees of Consultant.

Section 10. No Guaranteed Result: Client acknowledges and agrees that Consultant does not have control over third party decision makers, and therefore Consultant makes no representations, warranties or guarantees that it can achieve any particular results. Consultant, however, shall act in good faith toward the performance of its duties described above.

Section 11. Prior Agreements: There are no prior agreements between the parties, and this Agreement represents the sole and only agreement between them. This Agreement may only be modified by a writing signed by both parties.

Section 12. Governing Law: This Agreement shall be deemed to be a contract made under the laws of the State of California and for all purposes shall be construed in accordance with the laws of said State.

Section 13. Attorneys Fees: The prevailing party in any action filed that arises out of this Agreement shall be entitled to recoup their reasonable attorneys fees and costs from the other party.

Section 14. Notices: All notices will be sent via certified mail or overnight courier such as Federal Express, to:

Consultant at: California Consulting, LLC
1530 East Shaw Avenue, Suite 114
Fresno, CA 93710

Client at: City of Newman
1162 Main Street
P.O. Box 787
Newman, CA 95360

Section 15. Termination: This Agreement may be terminated by either party for any reason not in violation of federal and/or California State law upon thirty (30) days written notice to the other party. Client shall compensate Consultant for all services rendered prior to the date of termination. There shall be no liquidated damages in the event of termination under this provision.

IN WITNESS THEREOF, this Agreement is executed on the dates set forth below and effective on the date first set forth above.

“CONSULTANT”

“CLIENT”

California Consulting, LLC
(A California Limited Liability Company)

City of Newman

By _____

Steven N. Samuelian, Manager

Printed Name _____