

AGENDA
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
REGULAR MEETING APRIL 12, 2011
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. Proclamation - Library Week.
 - b. Community Capacity Building Presentation By Center For Human Services.
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 March 22, 2011 Regular Meeting.
 - d. Adopt Resolution No. 2011- , A Resolution Rejecting The Claim Of Alex Saavedra.
 - e. Adopt Resolution No. 2011- , Approving A Three (3) Year Lease Agreement With Newman Co-Op Nursery School And Authorizing The City Manager To Execute Said Lease For The Property Located At 1147 "R" Street.
 - f. Adopt Resolution No. 2011- , Approving The Local Transportation Fund Claim For Fiscal Year 2010/2011 Claim #2 And Authorizing The City Manager To Execute The Claim On Behalf Of The City Of Newman.
 - g. Authorize City Manager To Enter Side Letter Agreement For The Reallocation Of HOME Funds.
9. Public Hearings
 - a. Adopt Resolution No. 2011- , A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.
10. Regular Business
 - a. Report On Funding Request From Center For Human Services.

- b. Second Reading And Adoption Of Ordinance No. 2011- , An Ordinance Of The City Council Of The City Of Newman Approving First Amendment To The Sherman Ranch Development Agreement And Authorizing Staff To Prepare And Publish A Summary Of Said Ordinance.
- c. Adopt Resolution No. 2011- , A Resolution Of The City Council Of The City Of Newman Approving The First Amendment To The Substitute Reimbursement And Settlement Agreement Between The City Of Newman And SCM Hearthstone LLC.
- d. Adopt Resolution No. 2011- , Authorizing The City Manager To Prepare And Execute A HOA/ML Regulatory Agreement With SCM Homes Of California For The Construction Of Up To Twelve (12) Single-Family Units In The Existing Sherman Ranch Subdivision.
- e. Adopt Resolution No. 2011- , A Resolution Authorizing The Lease Of Two New Vehicles For Police Department Administrative Purposes.
- f. Adopt Resolution No. 2011- , A Resolution Awarding Bid For A Wireless Mesh System.

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. Public Employee Personnel Evaluation – City Manager – G.C. 54957.6.
- b. Return To Open Session.

15. *Adjournment.*

Calendar of Events

- April 11 - NCLUSD Board Meeting - 6:00 P.M.
- April 12 - City Council - 7:00 P.M.
- April 14 - Recreation Commission - 7:00 P.M.
- April 19 - Two-On-Two Meeting With The School Board - 4:00 P.M.
- April 21 - Planning Commission - 7:00 P.M.
- April 22 - City Furlough Day - City Offices Closed
- April 26 - City Council - 7:00 P.M.

- May 9 - NCLUSD Board Meeting - 6:00 P.M.
- May 10 - City Council - 7:00 P.M.
- May 12 - Recreation Commission - 7:00 P.M.
- May 17 - Two-On-Two Meeting With The School Board - 4:00 P.M.
- May 19 - Planning Commission - 7:00 P.M.
- May 21 - Plaza Grand Opening - 3:00 P.M.
- May 26 - City Council - 7:00 P.M.
- May 27 - City Furlough Day - City Offices Closed
- May 30 - Memorial Day Holiday - City Offices Closed

Proclamation

of the Mayor of the City of Newman

WHEREAS, library use is up nationwide among all types of library users, continuing a decade-long trend; and,

WHEREAS, a literate workforce is essential to the economic health of our community; and,

WHEREAS, reading is a basic key to achieving personal success in school, business and life; and,

WHEREAS, librarians are actively building partnerships in the community and making special efforts to reach out to parents, children and low-literate adults; and,

WHEREAS, libraries ensure equal access to knowledge, information and offer valuable reading resources and services to the public; and,

WHEREAS, librarians and libraries are actively involved in providing equitable access to the Internet and other computer technologies; and,

WHEREAS, libraries provide free resources such as employment searches, online interview preparation, resume assistance and tutoring support, all of which are particularly important during difficult economic times; and

WHEREAS, libraries offer pre-school Story Times and summer reading programs to encourage children to begin a habit of reading that will serve to benefit their personal and professional lives,

NOW, THEREFORE, I, Ed Katen, Mayor of the City of Newman do hereby proclaim April 10-16, 2011, as National Library Week in the City of Newman and urge everyone to visit libraries and to take advantage of the wonderful resources they provide

Signed _____



**STANISLAUS COUNTY BEHAVIORAL HEALTH AND RECOVERY SERVICES
QUESTIONS AND ANSWERS ABOUT THE COMMUNITY CAPACITY-BUILDING PROJECT**

What is the Community Capacity-Building Project?

Under the Community Capacity-Building Project, Behavioral Health and Recovery Services (BHRS) will help local communities develop and implement community-driven plans to improve and sustain the behavioral and emotional wellbeing of their members. To support these community-driven efforts, BHRS will provide facilitation and other process support, data support to help communities track progress on their priority results over time, and some small, time-limited funding support to help jump start the community's actions.

What's the context for this project?

The Community Capacity-Building Project is part of Stanislaus County's Prevention and Early Intervention Plan, a plan developed by representative stakeholders the county and funded through the Mental Health Services Act.

How will communities be chosen to participate?

In this context, *community* is defined as a group of individuals who have sufficiently strong relationships that they are able to provide tangible support to each other and act together. BHRS staff and consultants will engage in discussions with community leaders across the county, focusing particularly on unserved and under-served communities, to assess their readiness and interest to engage in the Community Capacity-Building Project. Some considerations about readiness will include:

- The engagement of leaders who have substantial constituencies in the community;
- The ability of participating community members and leaders to engage other community members, and to reflect their interests and commitments;
- The willingness and ability of participants to regularly assess the mental and emotional well-being of their community members, and to embrace accountability for improving community-defined measures of well-being over time;
- The willingness and ability of community leaders and members to commit the time to the process; and
- A relationship with a 501(c)(3) organization who can enter into contracts with BHRS if community grants are sought—see below.

Ultimately BHRS staff and consultants, in dialogue with community leaders, will select a cohort of communities to participate in the first year. Additional communities will be added in subsequent years.

What will be expected of communities who are chosen to participate?

Participating communities will participate in a planning, action, and learning process, facilitated by consultants working with BHRS and/or staff members, to develop:

- Broad agreement about conditions of behavioral and emotional well-being that community members want to achieve (community results);
- Broad agreement about the measures the community will track to assess progress toward these results (community indicators);
- A plan for what community members will do to promote these conditions of well-being, including leveraging existing community resources, pursuing new community-based strategies, and other efforts.

As communities begin to implement their plans, they will be expected to regularly assess and report on the emotional well-being of their members, and to participate in on-going learning processes with other communities to improve their efforts over time.

What are examples of actions communities might take through their plans?

Agenda Item: **6.b.**

Examples of actions communities may take to promote the mental and emotional well-being of their members include organizing:

- Community wellness fairs;
- Cultural events to promote deeper understanding and connection to culture, language, and healing traditions;
- Community mentoring efforts to provide support to young people experiencing emotional or mental distress;
- Peer support circles for veterans returning from Afghanistan or Iraq;
- Volunteers to be trained as Mental Health First Aid Trainers and Mental Health First Aiders; and
- Other community-driven activities to promote the mental and emotional wellbeing of their members.

What support will be offered to communities who are chosen to participate?

Community leaders and participants will receive several forms of support for their efforts. First, communities will receive facilitation and leadership development support to enable members to master the skills and frameworks needed to sustain their work over time. They can also receive support to help resolve conflicts or other challenges that may be impeding their ability to participate in the process.

Second, once communities have developed their plans, they may apply for small amounts of funding to support their actions. Although the details for these community grants are still being developed, communities can expect to be able to access at least \$30,000 a year for 2-3 years. Third, communities will receive support from a community data specialist hired by BHRS to generate and analyze reliable and timely data to assess the effectiveness of their efforts. Finally, communities will participate in various learning processes with other communities to share and receive lessons learned in order to improve their efforts.

What are some of the results that communities can expect from their active engagement in this program?

In the short-term, communities can expect to generate:

- Greater awareness among participants about mental health issues particular to their community;
- Greater commitment to effect conditions of mental and emotional wellbeing for members of their communities; and
- Improved skill sets to effect change, and promote mental and emotional wellbeing, in their communities.

Over time, as communities begin implementing their wellness efforts, they should expect to generate and document progress on a range of indicators they have defined to assess the mental and emotional well-being of their members.

Who can I contact for more information?

If you have additional questions, please contact Ruben Imperial or Jennifer Marsh at 209.541.2555. You can also email them at rimperial@stanbhhs.org or jmarsh@stanbhhs.org.

REPORT.: Mar 31 11 Thursday
 RUN....: Mar 31 11 Time: 14:52
 Run By.: EMILY M. FARIA

CITY OF NEWMAN
 Cash Disbursement Detail Report
 Check Listing for 03-11 Bank Account.: 1000

PAGE: 001
 ID #: PY-DP
 CTL.: NEW

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	-----Payment Information----- Invoice #	Description
038996	03/18/11	CAL17	CRA	200.00	.00	200.00	725P	LEGAL DEFENSE FUND/GOVERN
038997	03/30/11	PAT09	CITY OF PATTERSON	10.00	.00	10.00	03/28/11P	COPYING SERVICES/2 POSTER
038998	03/30/11	USB04	US BANK	2500.00	.00	2500.00	03/29/11P	ADDITIONAL HSA DEPOSIT/OR
038999	03/30/11	WES26	WESTSIDE THEATER FOUNDATI	500.00	.00	500.00	B10330P	CO-SPONSOR MISSOULA CHILD
039000	03/30/11	GIR00	GIRAFFE PR LLC	146.62	.00	146.62	1149P	BOOKS SOLD DURING SPEAKER
Cash Account Total.....:				3356.62	.00	3356.62		
Total Disbursements.....:				3356.62	.00	3356.62		
Cash Account Total.....:				.00	.00	.00		

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Time.: 3:52 pm
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CITY OF NEWMAN
CASH DISBURSEMENTS REPORT

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Ck #	Check Date	CK Amount	Vendor Name	Description
039001	04/08/11	589.57	ABBOTT & KINDERMANN, LLP	SCM HEARTHSTONE LITIGATION THRU 3/20/11
039002	04/08/11	2787.01	AECOM USA, INC	PQRST/FRESNO/MERCED/WEST PROJECT 2/29-2/25-11
039002	04/08/11	7764.17	AECOM USA, INC	ENGINEERING SERV/DOWNTOWN PLAZA/01-29 TO 03-2-11
039002	04/08/11	48.60	AECOM USA, INC	GENERAL ENGINEERING FEES/2-29 TO 2-25-11
039003	04/08/11	50.00	AMERICAN MOBILE SHREDDING, INC	2 BIN SHREDDING SERVICE/PD
039004	04/08/11	1200.00	APPLEGATE TEEPLES DRILLING CO,	CLEANING OF 4 LIFT STATIONS WITH VAC TRUCK
039005	04/08/11	1230.22	AT&T MOBILITY	CELL PHONE MONTHLY SERVICE 2-6 TO 3-5-11
039006	04/08/11	475.31	AT&T	MONTHLY TELEPHONE SERVICE 2/13/11 TO 3/12/11
039007	04/08/11	550.50	BASIC CHEMICAL SOL./INC.	200 GALLONS SODIUM HYPOCHLORITE
039008	04/08/11	695.48	JAMES J. BELL	EVIDENCE CLERK/CONTRACT SERV 3-16 TO 3-31-11/BELL
039009	04/08/11	53304.75	BERTOLOTTI DISPOSAL	GARBAGE SERVICE/MARCH 2011
039010	04/08/11	3273.40	BEST BEST & KRIEGER, LLP	GENERAL CONSULTATION THRU 2-28-11
039011	04/08/11	10.65	B G AUTO	POWER STEERING FLUID/OIL
039011	04/08/11	20.65	B G AUTO	OIL FILTER/BLADE FUSE/MOTOR OIL
039011	04/08/11	16.62	B G AUTO	STEERING WHEEL COVER
039011	04/08/11	99.36	B G AUTO	60 MONTH BATTERY
039012	04/08/11	10911.00	BLUE SHIELD OF CALIFORNIA	HEALTH INSURANCE PREMIUM/APRIL 2011
039013	04/08/11	57.60	CALIF BUILDING STANDARDS COMMI	SB1473 FEES PAYABLE JAN-MARCH 2011
039014	04/08/11	100.00	JEFF CARTER	PARKING LOT RENT/APR 2011
039015	04/08/11	227.50	CBA (ADMIN FEES)	DENTAL-VISION ADMIN FEES/APRIL 2011
039016	04/08/11	74.72	CDW GOVERNMENT, INC	CRUCIAL 4GB KIT PC
039017	04/08/11	689.71	CENTRAL SANITARY SUPPLY	HANDSOAP/CANLINERS/MULTIFOLD TOWELS/PINESOLE DIS
039017	04/08/11	740.20	CENTRAL SANITARY SUPPLY	PINESOL/CANLINERS/PAPER TOWELS/SEATCOVERS
039018	04/08/11	162.87	CIT TECHNOLOGY FIN SERV, INC	MS GSA OFFICE PRO PLUS/APRIL 2011/PD

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Ck #	Check Date	CK Amount	Vendor Name	Description
039019	04/08/11	188.50	CODE PUBLISHING COMPANY	CITY CODE ELECTRONIC UPDATE
039020	04/08/11	50.00	CARL J. COELHO (CHUCK)	Veh Operation FIRE/APR 2011
039021	04/08/11	1400.00	COMPUTER TUTOR	COMPUTER CLASSES/FEB 2011
039022	04/08/11	94.90	COMCAST CABLE	HIGH SPEED INTERNET 3/22/11 TO 4/21/11
039023	04/08/11	3297.49	CONTRACT SWEEPING SERVICES, IN	STREET SWEEPING SERVICE/MARCH 2011
039024	04/08/11	778.38	CORBIN WILLITS SYS, INC.	SERVICE & ENHANCEMENT FEE/APRIL 2011
039025	04/08/11	565.79	CROP PRODUCTION SERVICES	6 GALS FC NEUTRALIZER/5 GALS AQUAMASTER/WWTP
039025	04/08/11	2116.69	CROP PRODUCTION SERVICES	WARRIOR/DIMETHOATE/HERBIMAX/WWTP
039026	04/08/11	730.00	CRWA	CALIF RURAL WATER EXPO REGIST/PERRY & REYNOLDS
039027	04/08/11	34650.00	CSJVRMA	LIABILITY INS & WORKER'S COMP/4TH QUARTER 10/11
039028	04/08/11	76.00	JESSICA CUEVAS	ZUMBA INSTRUCTOR/MARCH 2011/FRIDAY'S
039029	04/08/11	35.05	DEPART. OF CONSERVATION	SMOT FEES JAN-MARCH 2011
039030	04/08/11	210.80	DEPARTMENT OF HEALTH SERV	WATER SYSTEM ENFORCEMENT FEES/07/01/10 TO 12/31/10
039031	04/08/11	192.77	E&M ELECTRIC, INC.	REPLACED 2 LIGHT BULBS/TEEN CENTER
039031	04/08/11	108.75	E&M ELECTRIC, INC.	CHECKED STARTER AT CREEK CANYON LIFT STA
039032	04/08/11	584.25	ECONOMIC TIRE SHOP	4 NEW TIRES MOUNTED
039032	04/08/11	584.25	ECONOMIC TIRE SHOP	4 NEW TIRES MOUNTED
039033	04/08/11	518.00	ENERPOWER	ELECTRIC ENERGY SERVICES 1/18/11 TO 2/15/11
039034	04/08/11	34.95	FIREtoWIRE, INC	WEB HOSTING 4/17/11 TO 5/17/11
039035	04/08/11	87.99	GARTON TRACTOR	HIGH PRESSURE WATER HOSE & FITTINGS/SEWER MACHINE
039035	04/08/11	2.05	GARTON TRACTOR	PREFORMED C UE6-7
039035	04/08/11	487.03	GARTON TRACTOR	CHANGE OIL & FILTER/TRANS FLUID/GREASED AXLES
039035	04/08/11	793.99	GARTON TRACTOR	REPLACED 3 LEAF SPRINGS/REPAIRED SHACKLE BRACKET
039036	04/08/11	47.46	GEORGE W. LOWRY, INC	4 GALLONS EXXON HYDROLIC OIL

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Ck #	Check Date	CK Amount	Vendor Name	Description
039036	04/08/11	1581.08	GEORGE W. LOWRY, INC	400 GALLONS UNLEADED GAS/WWTP
039037	04/08/11	40.00	EDGAR GONZALEZ	PER DIEM/STAN CNTY/EDGAR GONZALEZ
039038	04/08/11	1575.00	TOM HALLINAN	LEGAL RETAINER FEE/APRIL 2011
039039	04/08/11	128.00	HARD DRIVE GRAPHICS	DEPOSIT ON 24 HATS/PW
039040	04/08/11	590.86	HEWLETT-PACKARD FINANCIAL SERV	HARDWARE LEASE 4/18/11 TO 5/17/11/PD
039041	04/08/11	135.94	STEPHANIE HOUSE	REIMBURSE FOR TEEN CENTR SNACK/YOUTH BASKETBALL
039042	04/08/11	725.44	HOWK SYSTEMS, INC.	PART FOR EMERGENCY REPAIR @ SHERMAN RANCH LIFT STA
039043	04/08/11	40.00	JASON HUTCHINS (NT)	PER DIEM/STAN CNTY TRAINING
039044	04/08/11	515.87	IKON OFFICE SOLUTIONS	COPIER LEASE/CH 3/10/11 TO 4/9/11
039045	04/08/11	18.63	IRRIGATION DESIGN & CONSTRUCTI	COMPRESSION COUPLING/GLUE/PVC MOLDED COUPLING
039045	04/08/11	14.41	IRRIGATION DESIGN & CONSTRUCTI	2" PIPE/COMPRESSION COUPLING/PVC COUPLING
039046	04/08/11	1974.00	KAISER PERMANENTE	HEALTH INSURANCE PREMIUM/MAY 2011
039047	04/08/11	200.00	YANELI LEDEZMA	REFUND MEMORIAL BLDG DEPOSIT/LEDEZMA
039048	04/08/11	624.34	MACHADO BACKHOE, INC	CONCRETE BOX WITH FLOOR/22' PVC PIPE/WWTP
039049	04/08/11	593.78	MALLARD EXPRESS AUTO	REPLACED WINDOW MOTOR/AUTOMATIC DOOR OPENER/#K-9
039049	04/08/11	53.74	MALLARD EXPRESS AUTO	OIL & FILTER CHANGE/UNIT 506
039049	04/08/11	244.52	MALLARD EXPRESS AUTO	REPLACED SEPETINE BEL/FIXED DOOR LOCK/UNIT 503
039049	04/08/11	111.57	MALLARD EXPRESS AUTO	INTERSTATE BATTERY
039050	04/08/11	200.00	JULIE MARQUEZ	REFUND MEMORIAL BLDG DEPOSIT/RANGEL-MARQUEZ
039051	04/08/11	5339.79	TAX COLLECTOR	PROPERTY TAX ON PURCHASED LAND/WWTP
039052	04/08/11	2250.17	NBS	LMD ADMINISTRATION 4/1/11 TO 6/30/11
039053	04/08/11	879.62	NEWMAN ACE HARDWARE/JACT, INC	GRAFITTI RMVR/PADLOCKS/PLIERS/BATTERIES/GLOVES/
039054	04/08/11	2599.00	OPERATING ENGINEERS/	HEALTH INSURANCE PREMIUM/MAY 2011
039055	04/08/11	2226.00	OTTOMAN FARMS, INC	ALFALFA SPRAYING/WWTP

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039056	04/08/11	225.09	PACIFIC WATER RESOURCES	INTRINSICALLY SAFE RELAY SWITCH/LIFT STATION
039057	04/08/11	80.00	PAPA	REGISTRATION FOR PESTICIDE APP SEMINAR/PERRY
039058	04/08/11	540.00	BIANCA PARDO	ZUMBA INSTRUCTOR/TUES & THURS/MARCH 2011
039059	04/08/11	289.37	PATTERSON AUTO CARE, INC	1 NEW TIRE MOUNTED & BALANCED/2007 CHEVY
039060	04/08/11	272.97	P G & E	NATURAL GAS FOR CNG VEHICLES/2/8/11 TO 3/8/11
039060	04/08/11	33595.49	P G & E	GAS & ELECTRIC USAGE 2/8/11 TO 3/18/11
039061	04/08/11	5.78	PIONEER DRUG	5 POCKET NOTEBOOKS/CAT FOOD
039062	04/08/11	125.08	RALEY'S IN STORE CHARGE	SUPPLIES FOR EMPLOYEE LUNCHEON
039062	04/08/11	14.26	RALEY'S IN STORE CHARGE	SUPPLIES FOR CENTERPIECES FOR CHAMBER DINNER
039062	04/08/11	3.45	RALEY'S IN STORE CHARGE	FOAM CUPS/WATER DEPT
039062	04/08/11	13.78	RALEY'S IN STORE CHARGE	SUGAR/FOAM CUPS/SPOONS/CORP YARD
039063	04/08/11	163.25	ROPER, MAJESKI, KOHN & BENTLEY	EMPLOYMENT ADVICE AND COUNSEL/FEB 2011
039064	04/08/11	278.01	SAFE-T-LITE	EAR PLUGS/BROOM/ROAD SIGN/MARKING PAINT
039065	04/08/11	780.00	SELF HELP ENTERPRISES	LOAN SERVICING/FEB 2011
039066	04/08/11	1567.38	SPRINGBROOK SOFTWARE	INITIAL UB TRAINING/TRAVEL/LODGING/CAR RENTAL
039067	04/08/11	231.00	STANISLAUS COUNTY	GENERATOR/HAZARDOUS MATERIALS/CUPA GENERAL/WWTP
039067	04/08/11	176.00	STANISLAUS COUNTY	HAZARDOUS MATERIALS/CUPA GENERAL SURCHARGE/FRESNO
039068	04/08/11	12.00	STAN CNTY CLERK RECORDER	RELEASE OF LIEN/1432 R ST/751 BANFF DR
039069	04/08/11	3.45	STANISLAUS COUNTY	CNG FUEL PURCHASED AT MORGAN RD
039069	04/08/11	41886.00	STANISLAUS COUNTY	EMERGENCY DISPATCH OPERATIONS JAN-MAR 2011
039070	04/08/11	36.65	STAPLES ADVANTAGE	WINDOW ENVELOPES/FILE FOLDERS/PEN REFILLS
039070	04/08/11	166.15	STAPLES ADVANTAGE	BATTERIES/ADHESIVE/SEALTAPE/COPY PAPER
039070	04/08/11	4.70	STAPLES ADVANTAGE	BALL POINT PENS
039070	04/08/11	6.13	STAPLES ADVANTAGE	STICKITRAC ADHESIVE

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Ck #	Check Date	CK Amount	Vendor Name	Description
039070	04/08/11	78.03	STAPLES ADVANTAGE	BLACK TONER FOR KONICA MINOLTA PRINTER
039070	04/08/11	50.29	STAPLES ADVANTAGE	RECEIPT BOOKS
039070	04/08/11	48.75	STAPLES ADVANTAGE	VELOCITY PENS/POSTSCRIPT PENS
039071	04/08/11	590.26	STANTEC CONSULTING SERVICES, I	PO #11-19A
039071	04/08/11	1285.00	STANTEC CONSULTING SERVICES, I	PO #11-03A
039071	04/08/11	5783.53	STANTEC CONSULTING SERVICES, I	PO #11-03A
039071	04/08/11	3872.80	STANTEC CONSULTING SERVICES, I	PO #11-02A
039071	04/08/11	1047.50	STANTEC CONSULTING SERVICES, I	PRETREATMENT PROGRAM ASSISTANCE/INDUST DISCHARGE
039072	04/08/11	155.83	TRAVIS BORRELLI	PORTABLE RESTROOM RENTAL-SERVICE
039073	04/08/11	2294.22	SUNSHINE EXPRESS, INC.	PO #11-45
039074	04/08/11	65.00	T&R ENTERPRISES	REPAIRED DRAIN COVER
039075	04/08/11	9225.16	TEL STAR INSTRUMENTS, INC	SEWER PUMP SCADA ADDITION/RETENTION BILLING
039076	04/08/11	178.77	T.H.E. OFFICE CITY	5 CASES COPY PAPER
039077	04/08/11	43.22	TONY ELESHIO	REPAIRS TO REAR WHEEL OF MOWER
039078	04/08/11	311.76	USA BLUEBOOK	SAFETY LOCKOUT HASP/SOLBERG ELEMENT PAPER
039079	04/08/11	88.00	UNITED STATES POSTMASTER	2 ROLLS POSTAGE STAMPS/PD
039080	04/08/11	34.58	VALLEY PARTS SERVICE	OIL & AIR FILTERS/MOTOR OIL
039080	04/08/11	70.75	VALLEY PARTS SERVICE	AIR COM[RESSOR
039080	04/08/11	2.45	VALLEY PARTS SERVICE	TAIL LIGHT LAMP
039081	04/08/11	50.00	GEORGE VARGAS	MONTHLY GAS ALLOWANCE/APR 2011
039082	04/08/11	60.66	ALUMARI, ALI	MQ CUSTOMER REFUND FOR ALU0001
039083	04/08/11	121.09	BARRIOS, MARGIE	MQ CUSTOMER REFUND FOR BAR0078
039084	04/08/11	35.62	BLAU, CARNA	MQ CUSTOMER REFUND FOR BLA0027
039085	04/08/11	39.74	DIAZ, ARMANDO	MQ CUSTOMER REFUND FOR DIA0042

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039086	04/08/11	39.22	GLOBAL TREND REAL ESTATE,	MQ CUSTOMER REFUND FOR GLO0001
039087	04/08/11	25.86	PEZEL, ERIC	MQ CUSTOMER REFUND FOR PEZ0002
039088	04/08/11	25.70	SCHAEFER, TIFFANI	MQ CUSTOMER REFUND FOR SCH0026
Sub-Total:		----- 261476.52		
Grn-Total:		----- 261476.52		
Count:	123			

MINUTES
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
REGULAR MEETING MARCH 22, 2011
CITY COUNCIL CHAMBERS, 7:00 P.M., 1200 MAIN STREET

1. **Call To Order** - Mayor Katen 7:02 P.M.
2. **Pledge Of Allegiance**
3. **Invocation** - Council Member Hutchins.
4. **Roll Call PRESENT:** Davis, Hutchins, Candea, Martina And Mayor Katen.
ABSENT: None.
5. **Declaration Of Conflicts Of Interest** - None.
6. **Ceremonial Matters**
 - a. Present A Certificate Of Appreciation To Ed Perry.

Public Works Director Reynolds Presented Ed Perry With A Certificate Of Appreciation For Volunteering To Train Employees On Proper Pruning Techniques And For Maintaining And Pruning The Newly Planted Trees During The Construction Of The Plaza Project.

Mr. Perry Thanked The City For The Award And Noted That He Was Happy To Help.

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 March 8, 2011 Regular Meeting.
 - d. Adopt Resolution No. 2011-24, A Resolution Rejecting The Claim Of Joseph P. Villanueva.

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

9. **Public Hearings** - None.

10. **Regular Business**

- a. Adopt Resolution No. 2011-25, A Resolution Adopting The Revised City Of Newman Local Hazard Mitigation Plan And The Stanislaus County Multi-Jurisdictional Hazard Mitigation Plan.

Council Member Hutchins Asked If The GIS Maps Had Been Updated To Include All The Newer Subdivisions.

ACTION: On Motion By Candea Seconded By Martina And Unanimously Carried, Resolution No. 2011-25, A Resolution Adopting The Revised City Of Newman Local Hazard Mitigation Plan And The Stanislaus County Multi-Jurisdictional Hazard Mitigation Plan, Was Adopted.

b. Report On Newman Historical Society's Request.

Mary Moore, President Of The Newman Historical Society, Requested That Her Group Be Allowed To Install A Rose Garden In Pioneer Park. Moore Mentioned That The Historical Society Also Planned To Clean Both The Sharp Monument And The Cannon In Pioneer Park. She Also Requested Permission To Paint And Clean The Yancey Building To Make It Look More Presentable At Its Current Location. Moore Assured The Council That The Historical Society Had Been Saving Money And That They Planned To Pay For All The Costs Associated With The Installation Of The Rose Garden And The Clean-Up Of The Yancey Building.

ACTION: On Motion By Hutchins Seconded By Davis And Unanimously Carried, The Council Approved The Installation Of The Rose Garden And To Allow The Newman Historical Society To Clean-Up The Yancey Building.

c. Adopt Resolution No. 2011-26, A Resolution Awarding A Contract For The PQRST/Fresno/Merced/West Avenue Infrastructure And Street Reconstruction Project (Phase 2).

ACTION: On Motion By Martina Seconded By Candea And Unanimously Carried, Resolution No. 2011-26, A Resolution Awarding A Contract For The PQRST/Fresno/Merced/ West Avenue Infrastructure And Street Reconstruction Project (Phase 2) To Greg Orpinski Construction For An Amount Not To Exceed \$315,745.69, Was Adopted.

d. Adopt Resolution No. 2011-27, A Resolution Supporting An Application For A Caltrans Environmental Justice Transportation Planning Grant For The South County Corridor Revitalization Study.

ACTION: On Motion By Hutchins Seconded By Davis And Unanimously Carried, Resolution No. 2011-27, A Resolution Supporting An Application For A Caltrans Environmental Justice Transportation Planning Grant For The South County Corridor Revitalization Study, Was Adopted.

e. Second Reading And Adoption Of Ordinance No. 2011- , An Ordinance Of The City Council Of The City Of Newman Approving The First Amendment To The Sherman Ranch Development Agreement And Authorizing Staff To Prepare And Publish A Summary Of Said Ordinance.

Staff Requested Continued To April 12th.

ACTION: The Council Continued This Item Until The April 12th City Council Meeting.

11. Items From District Five Stanislaus County Supervisor.

Supervisor DeMartini Reminded Everyone That The Next E.D.A.C. Meeting Will Be On April 21st In Modesto. The Supervisor Informed The City Council That The Next West Side Healthcare Taskforce Meeting Had Been Scheduled For April 28th In Gustine And That The Task Force Is Working On A Grant For Rural Healthcare Improvements.

12. Items From The City Manager And Staff.

City Manager Holland Informed The City Council That He Would Be Traveling To Sacramento To Meet With Various State Agencies On Tuesday March 29th. Holland Remarked That Interstate 5 (I-5) Should Be Considered While Determining The Route Alignment Of The South County Corridor. He Congratulated The Council And Staff For Receiving The John T. Silveira Award And Thanked The Chamber For Bestowing The Award. Holland Asked The Council To Consider Setting A Date For The Plaza Grand Opening.

The Council Directed Staff To Have The Grand Opening Of The Plaza At 3:00 P.M. On Saturday, May 21st.

Chief Richardson Reminded Everyone That The Newman K-9 Association Would Be Hosting Their Annual Crab Feed On April 9th And That State Farm Would Be Hosting A Safety Fair On April 16th From Noon To 4:00 P.M. At Sherman Park.

Public Works Director Reynolds Reminded The City Council That The Next Water Rate Ad Hoc Committee Meeting Was Scheduled For March 24th And That The Well Test Hole In Northwest Newman Has Indicated That Water Quality For That Location Is Good.

13. Items From City Council Members.

Council Member Hutchins Asked For Council Concurrence On Requesting A Funding And Spending Plan For The Proposed Local Radio Station From The West Side Theatre Foundation Prior To The Disbursement Of Funds.

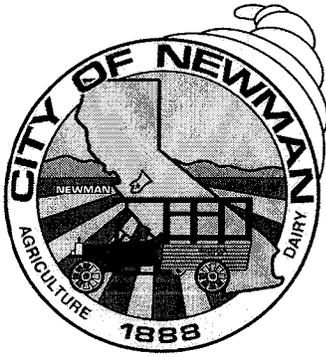
The Council Directed Staff To Obtain A Funding And Spending Plan From The West Side Theatre Foundation For The Proposed Local Radio Station.

Council Member Candea Commented That The Chamber Dinner Dance Had A Great Turn Out And That It Was A Successful And Enjoyable Event.

Mayor Katen Stated That He Echoed Council Member Candea's Comments Regarding The Chamber Event And Noted That We Were All Surprised; He Mentioned That The J. T. Silveira Award Was Already Hanging On The Wall And Thanked The Chamber And City Staff. Katen Noted That There Were Vacancies For Representatives From Newman On Both The StanCOG Citizen's Advisory Committee And Civil Grand Jury.

14. Adjournment.

ACTION: On Motion By Katen Seconded By Hutchins And Unanimously Carried, The Meeting Was Adjourned At 8:02 P.M.



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

Date: March 31, 2011
To: City Council
From: Mike Maier *MCM*

Subject: Rejection of claim.

A claim against the City of Newman was filed by Alex Saavedra on March 18, 2011. Based upon the recommendation of our insurance provider, Staff recommends the Council reject said claim. A copy of the claim submitted by Mr. Saavedra along with the proposed resolution rejecting the claim are attached. Any discussions of the claim must be done in closed session as potential litigation.

RESOLUTION NO. 2011-

A RESOLUTION REJECTING THE CLAIM OF ALEX SAAVEDRA

WHEREAS, a claim for damages in an amount within the Superior Court jurisdiction was filed against the City of Newman by Alex Saavedra, on March 18, 2011 for alleged damages.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newman that it hereby rejects the said claim for alleged damages in an amount within the Superior Court jurisdiction against the City of Newman for alleged damages.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 12th day of April, 2011, 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

MAGILL LAW OFFICES

575 East Alluvial Avenue, Suite 102
Fresno, CA 93720
(559) 229-3333 telephone
(559) 229-4234 facsimile
magillstaff@yahoo.com

From: Rebecca A. Janzen



To:	Facsimile #:	Telephone #:
Mike Maier	(209) 862-3199	(209) 862-3725
Depute City Clerk, City of Newman		

Re: Claim Against the City of Newman Date: March 18, 2011

NOTES: Total Pages including this Cover Sheet: 15

Following, please find City of Newman Claim Form with attachments. The original signed Claim Form is being sent to you via U.S. Mail today.

Thank you.

• CONFIDENTIALITY NOTICE

The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the individual or entity named above. If the receiver of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of the facsimile is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone, 559-229-3333, and return the original message to us at the above address via the U. S. Postal Service.

E:\SAAVEDRA\Personal Injury\Fax\Fax City of Newman 03-18-11.doc

CITY OF NEWMAN

CLAIM FORM
Form B



CLAIM AGAINST Please see attached.
(Name of Entity)

Claimant's name: _____

Claimant's address: _____

Address where notices about claim are to be sent, if different from above: _____

Date of incident/accident: _____

Date injuries, damages or losses were discovered: _____

Location of incident/accident: _____

What did entity or employee do to cause this loss, damage or injury? _____

(Use back of this form or separate sheet if necessary to answer this question in detail)

What are the names of the entity's employees who caused this injury, damage or loss (if known)? _____

What specific injuries, damages, or losses did claimant receive? _____

(Use back of this form or separate sheet if necessary to answer this question in detail)

What amount of money is claimant seeking, or if amount is in excess of \$10,000, which is the appropriate court of jurisdiction: Note: If Superior and Municipal Courts are consolidated you must represent whether it is a "limited civil case" [see Government Code 910(f)]. _____

How was this amount calculated (please itemize)? _____

(Use back of this form or separate sheet if necessary to answer this question in detail)

Date Signed: March 18, 2011 Signature: [Signature]

If signed by representative:
Representative's Name _____ Address _____

Telephone # _____

Relationship to Claimant _____

Attachment to City of Newman Claim Form – Form B

Claim Against: City of Newman

Claimant's name: Alex Saavedra

Claimant's address: 28412 Drapen Road, Newman, CA 95360

Address where notices about claim are to be sent, if different from above:
Magill Law Offices, 575 East Alluvial Avenue, Suite 102, Fresno, CA 93720

Date of incident/accident: September 21, 2010

Location of incident/accident: Inyo Avenue, between Prince Road and Main Street, Newman, CA. See attached photos. Claimant was riding bicycle when wheels got caught in deep rut in the asphalt of the street, causing Claimant to lose control, fly off the bicycle, and suffer injuries.

What did entity or employee do to cause this loss, damage or injury? City of Newman failed to inspect, maintain, replace, and/or resurface the streets, roads and / or highways.

What are the names of the entity's employees who caused this injury, damage or loss (if known)? Unknown.

What specific injuries, damages, or losses did claimant receive? Injuries to head, back, both shoulders, arms, face (right eye and nose). See attached photos.

What amount of money is claimant seeking or if amount is in excess of \$10,000, which is the appropriate court of jurisdiction: Note: If Superior and Municipal Courts are consolidated you must represent whether it is a "limited civil case" [see Government Code 910(f)]. Beyond jurisdictional limits. If litigated, will be an "unlimited" case.

How was this amount calculated (please itemize)? Through experience, knowledge, etc., as an attorney.

If signed by representative:

Representative's Name: Timothy V. Magill, Esq.

Address: 575 East Alluvial Avenue, Suite 102, Fresno, CA 93720

Telephone: (559) 229-3333

Relationship to Claimant: Attorney

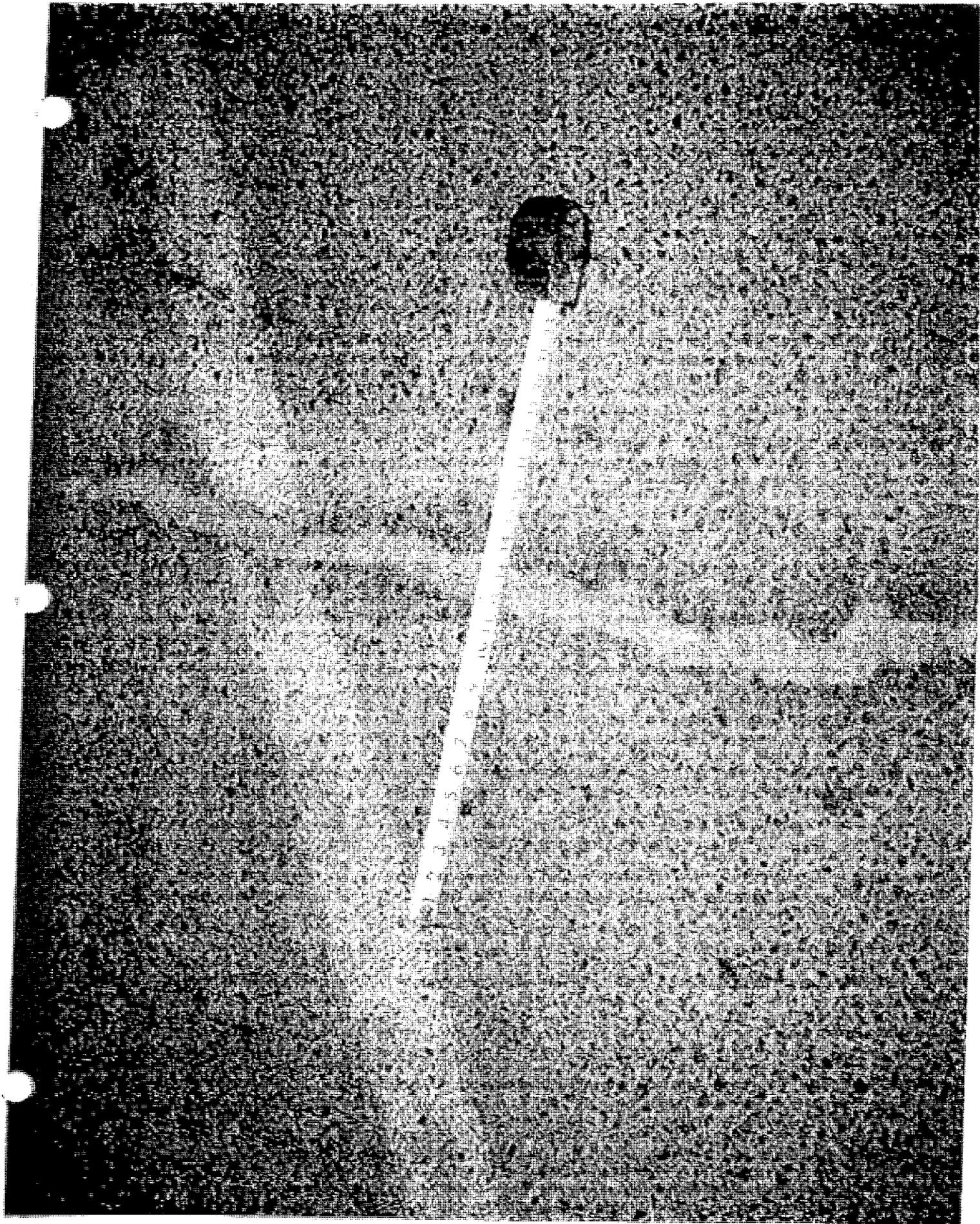
Signature and date on face page of Claim Form.



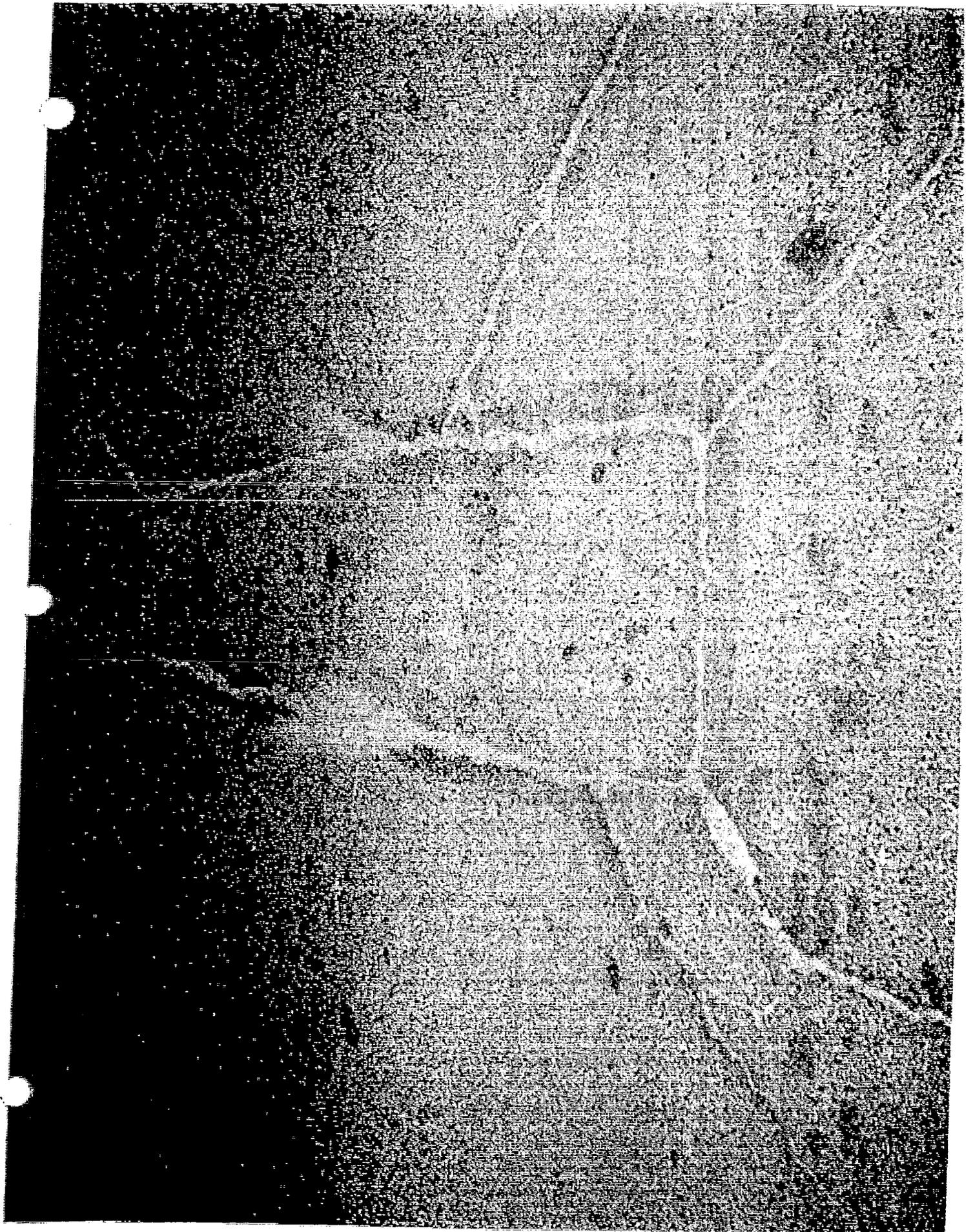
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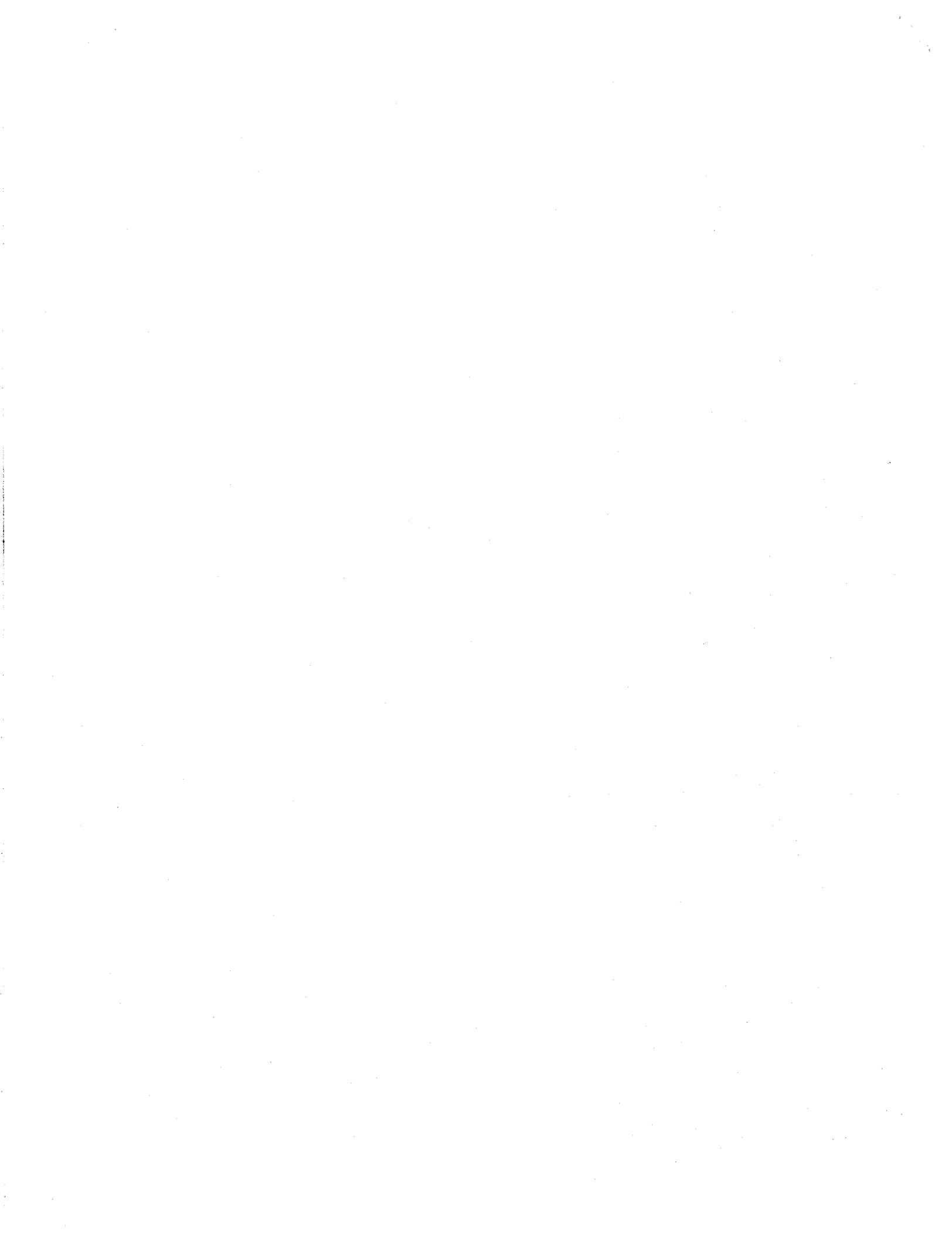
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7-5-67 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29



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Honorable Mayor and Members
of the Newman City Council

Agenda Item: **8.e.**
City Council Meeting
of April 12, 2011

**AUTHORIZE THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH NEWMAN
CO-OP NURSERY SCHOOL FOR THE PROPERTY LOCATED AT 1147 "R" STREET**

RECOMMENDATION:

Adopt Resolution No. 2011- , approving a three (3) year lease agreement and authorizing the City Manager to execute said lease with the Newman Co-Op Nursery School for the property located at 1147 "R" Street.

BACKGROUND:

In 2000, the Newman Co-Op Nursery School relocated from the Teen Center to the Old Orestimba School House which was relocated to 1147 "R" Street. At that time, they signed a five (5) year lease establishing the rent at \$200.00 per month; the City and Nursery School continued to operate under the original lease until 2008, even though the lease expired in 2005. In 2008, the Newman Co-Op Nursery School signed a three (3) year lease establishing the rent at \$2,000.00 per year. The City and Nursery School have continued to operate under this lease for the last two plus years; the lease is set to expire in September of this year.

ANALYSIS:

Staff has recently met with representatives from the Nursery School on more than one occasion to discuss the terms of the proposed lease agreement. Staff utilized the 2008 lease as a foundation for the new three (3) year lease and has made some minor changes. The primary change to the lease is an increase of the yearly rent to \$3,000 to help offset City costs. The City has given the Nursery School the option of selecting how they want to structure their rent payments and they have chosen to pay \$300.00 per month for the months of January, February, March, April, May, September, October, November and December and \$150.00 per month for the months of June and July (equal to \$3,000.00 per year).

In addition to providing water, sewer, garbage, and recycling services the City will continue to assume responsibility for the maintenance of all structural issues, the air-conditioning unit, lawn and grounds, the landscape sprinkler system, fencing, playground bark and sand, any major plumbing or electrical issues, as well as the repair and/or removal of vandalism.

Staff has worked diligently to provide a lease agreement that is fair to both parties. Staff has met all maintenance requests by the Nursery School. The minor adjustments to the lease will help the City in its continual effort to strive for fiscal responsibility but still provide the Nursery School with a location at below market rate rent. This lease will be evaluated again at conclusion of the three (3) year term. Staff has presented the proposed lease to the tenants for consideration and they have agreed to all the terms of the said lease.

FISCAL IMPACT:

Positive: Additional reimbursement of costs.

CONCLUSION:

The City appreciates the services that the Newman Co-Op Nursery School provides to the community. However, the City will continue to evaluate all agreements upon renewal. In an ongoing effort of fairness, the City has agreed to continue providing affordable rent to the Nursery School. Staff believes this lease agreement is equitable to both parties and recommends approval of the lease agreement as submitted.

ATTACHMENTS:

1. Resolution No. 2011-
2. Attachment "A" - Copy of Lease Agreement.

Respectfully submitted,



Michael Holland
City Manager

RESOLUTION NO. 2011-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE (3) YEAR LEASE WITH THE NEWMAN CO-OP NURSERY SCHOOL FOR THE PROPERTY LOCATED AT 1147 "R" STREET.

WHEREAS, the City of Newman is the owner of a certain parcel of real property, located at 1147 "R" Street; and

WHEREAS, the Newman Co-Op Nursery School has leased the aforementioned property since 2000; and

WHEREAS, the City appreciates the services that the Newman Co-Op Nursery School provides to the community; and

WHEREAS, in an ongoing effort of fairness, the City has agreed to continue providing affordable rent to the Newman Co-Op Nursery School; and

WHEREAS, the City wishes to renew the lease for a term of three (3) years commencing the first day of September, 2011 and subject to the terms and conditions set forth in the Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newman and in accordance with the recommendations of the City Manager, authorizes the City Manager to execute a Three (3) Year Lease Agreement (Attachment "A") with The Newman Co-Op Nursery School for the property located at 1147 "R" Street.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 12th day of April 2011 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:

ATTEST:

Mayor

Deputy City Clerk

Attachment "A"

LEASE

THIS LEASE is entered into on September 1, 2011, between the CITY OF NEWMAN, ("Landlord"); and the NEWMAN CO-OP NURSERY SCHOOL, ("Tenant").

1. Description of Premises. Landlord agrees to rent to Tenant the premises commonly known as the 1147 "R" Street and/or Old Orestimba School House, located in Densmore Park, North of the Stanislaus County Library, on "R" Street, in the City of Newman, California ("the premises").
2. Rent. Tenant will pay the sum of \$300.00 per month for the months of January, February, March, April, May, September, October, November and December and \$150.00 per month for the months of June and July (equal to \$3,000.00 per year); no rent will be paid for the month of August. Rent is due in advance, to Landlord, by or before the 1st day of each month.
3. Term. The term of this Lease will commence on the 1st day of September, 2011 and shall continue for three (3) years thereafter.
4. Reservation. Landlord reserves an area to be designated by the parties' agreement at the rear of the building for a meeting room.
5. Indemnification of Landlord. Tenant agrees to indemnify Landlord for any liability arising before termination of this Lease, for personal injuries or property damage caused by the negligent, willful or intentional conduct of Tenant and/or their guests or invitees. This indemnification does not waive Landlord's duty of care to prevent personal injury or property damage when that duty is imposed by law.
6. Condition of Premises. Landlord will maintain the necessary installations and improvements necessary to insure continued use and occupancy as a pre-school, including handicapped accessibility, two (2) small separate bathrooms, and one (1) adult bathroom.
7. Tenant Obligations. Tenant agrees to perform the following obligations:
 - A. To keep the premises as clean and sanitary as their condition permits;
 - B. To dispose of all rubbish, garbage and other waste in a clean and sanitary manner; and not store vehicles, auto parts, equipment, or other unsightly items in or about the premises;
 - C. To use and operate properly all electrical, gas, and plumbing fixtures and pipes, and to keep them as clean and sanitary as their condition permits; and
 - D. To refrain from negligently, willfully or wantonly destroying, defacing, damaging, impairing or removing any part of the premises or the facilities, equipment or appurtenances or permitting any person on the premises to commit such acts.
8. Repairs And Maintenance.

The Landlord agrees to repair and/or maintain:

 - The playground bark and sand
 - The fence
 - The air-conditioning unit

- Water Heater
- Major plumbing issues (i.e. – leaky water lines and toilet water supply issues)
- Major electrical issues
- All structural issues
- Landscape sprinkler system
- Maintenance of the lawn and grounds
- Repair and or remove vandalism (i.e. – graffiti or broken windows)
- Water, sewer and garbage service

With the exception of structural repairs needed for the roof, the sidewalls, the floors, and the repairs listed above, all other repairs shall be the responsibility of the Tenant.

The Tenant agrees to maintain:

- Minor Plumbing Issues (I.E. – clogged sinks or toilets)
- Minor Electrical Issues (I.E. – light bulb replacement)
- Supplies (I.E. – Garbage bags, paper towels, soap, etc...)
- Maintenance and Cleaning
- Accounts For Utilities (I.E. – PG&E, telephone service, etc...)

The Tenant agrees to keep the property in at least as good a condition as it was upon their assuming their tenancy, assumes responsibility for repairs\ maintenance not performed by the Landlord, reasonable wear and tear excluded.

9. Alterations. Tenant may not make alterations to the premises without first obtaining Landlord's written consent, which may not be unreasonably withheld. On completion, any such repairs or alterations become part of the premises.

10. MISCELLANEOUS PROVISIONS.

A. Attorney's Fees. Should legal action arising from this Lease be commenced between the parties, the prevailing party shall be entitled, in addition to all other appropriate relief, reasonable attorney's fees as awarded by the Court.

B. Counterparts. This Lease may be executed in one or more counterparts, all of which shall be considered one and the same Lease, and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other parties.

C. Singular, Plural, Gender. In this Lease, where applicable, references to the singular shall include the plural and references to the plural shall include the singular; in addition, where applicable, all references to the masculine gender shall include the feminine gender.

D. Headings. The headings in this Lease are included for convenience of reference only, and shall not affect the construction or interpretation of any of its provisions.

E. Additional Instruments. The parties agree to execute and deliver any other documents or instruments not specifically referred to herein, which are necessary or reasonably required by a party to carry out the intents and purposes of this Lease.

F. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

G. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or if mailed by first-class mail with postage prepaid:

If to Landlord, to: **THE CITY OF NEWMAN**
 Attention: Michael Holland, City Manager
 P.O. Box 787
 Newman, CA 95360

If to Tenant, to: **NEWMAN CO-OP NURSERY SCHOOL**
 Attention: Janet Perry, Director and/or
 Sharon Andrade, Director
 1147 "R" Street
 Newman, CA 95360

H. Governing Law. This Lease shall be governed by, interpreted, and construed under the laws of the State of California.

I. Entire Lease. The parties declare and represent that no promise, inducement, or agreement not herein expressed has been made by or to any party, and that this written Lease contains the entire agreement between the parties hereto relating to the subject matter of this Lease. This Lease may not be modified, altered, or amended except by a writing signed by all parties hereto.

J. Time of Essence. Time is of the essence in this Lease.

K. Severability. If any term, provision, covenant, or condition of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

IN WITNESS WHEREOF, we have hereunto set our names the day and year first above written.

THE CITY OF NEWMAN

Michael E. Holland, City Manager

**NEWMAN CO-OP NURSERY
SCHOOL**

**Janet Perry, President Of The
Newman Co-Op Nursery School
Board**

**Sharon Andrade, Vice-President Of
The Newman Co-Op Nursery School
Board**

Honorable Mayor and Members
of the Newman City Council

Agenda Item: 8.f.
City Council Meeting
of April 12, 2011

**AUTHORIZATION OF FINANCE DIRECTOR TO SUBMIT
LOCAL TRANSPORTATION FUND 2010/11 CLAIM #2**

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt resolution 2011- , approving the Local Transportation Fund 2010/11 Claim #2; and
2. Authorize the Finance Director to execute the claim on behalf of the City of Newman.

BACKGROUND:

Each fiscal year, in accordance with the Transportation Development Act, the Stanislaus Council of Governments, acting as administrator, allocates an amount to each City and County for qualified transportation projects. Cities must submit claims based on calculated eligible amounts and budgeted projects. To claim those funds we need to submit this 2010/11 Claim #2. Once the Newman City Council approves the claim it will be submitted to the StanCOG Policy Board for approval.

ANALYSIS:

The item before the Council is a request for approval to submit the Local Transportation Development Act (TDA) Claim #2 to StanCOG. This process will obtain the City's allocation of Local Transportation Funding. The claim for \$36,191 is to provide for minor repairs on streets in need at various locations through town.

FISCAL IMPACT:

There is no cost in submitting the claim. The claim will provide the City with a total of \$36,191 to offset costs.

CONCLUSION:

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

ATTACHMENTS:

1. Resolution 2011- ,
2. StanCOG LTF 2010/11 Claim #2 forms

Respectfully submitted,



Lewis A. Humphries
Finance Director

REVIEWED/CONCUR:



Michael E. Holland
City Manager

RESOLUTION NO. 2011-

A RESOLUTION APPROVING THE ANNUAL LOCAL TRANSPORTATION CLAIM #2 AND AUTHORIZING THE FINANCE DIRECTOR TO EXECUTE THE SAME ON BEHALF OF THE CITY OF NEWMAN

WHEREAS, the Stanislaus Council of Governments has presented to the City Council of the City of Newman claim #2 for funds to be paid from the Local Transportation Fund for the fiscal year 2010-11; and

WHEREAS, the City Council of the City of Newman approves said amount and agrees that a claim in said sum should be submitted to the Stanislaus Council of Governments; and

WHEREAS, claim #2 is an addition to the fiscal year 2010-11 claim that was approved by the City Council of the City of Newman on September 28, 2010;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newman that the 2010/11 Transportation Claim to the Stanislaus Council of Governments in the amount of \$36,191 is hereby approved, and authorizes the Finance Director to execute the transportation claim on behalf of the City of Newman.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 12th day of April, 2011 by Council Member _____, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

Deputy City Clerk of the City of Newman

**TRANSPORTATION DEVELOPMENT ACT
LOCAL TRANSPORTATION FUND
NON-TRANSIT CLAIM FOR FISCAL YEAR 2010/11
CLAIM #2**

TO: Stanislaus Council of Governments
1111 I Street, Suite 308
Modesto, CA 95354

FROM: Applicant: City of Newman

Address: 1162 Main Street / PO Box 787

City Newman, CA 95360 Zip: 95360

Contact Person: Lewis Humphries Phone: (209) 862-3725

E-mail Address: lhumphries@cityofnewman.com Fax: (209) 862-3199

The City of Newman hereby requests, in accordance with the Transportation Development Act and applicable rules and regulations, that its annual non-transit claim be approved in the amount of \$36,191 for fiscal year 2010/11, to be drawn from the Local Transportation Fund.

When approved, please transmit this claim to the County Auditor for payment. Approval of the claim and payment by the County Auditor to this applicant is subject to such monies being on hand and available for distribution, and to the provisions that such monies will be used only in accordance with the terms contained in the approving resolution to the Stanislaus Council of Governments.

The claimant certifies that this Local Transportation Fund claim and the financial information contained therein is reasonable and accurate to the best of my knowledge and conforms with the requirements of the Transportation Development Act and applicable rules and regulations.

Submitted by: Lewis Humphries

Title: Finance Director

Date: _____

StanCOG Board of Directors:

Date of approval: _____

Resolution #: _____

StanCOG Approving Authority

**LOCAL TRANSPORTATION FUND
NON-TRANSIT CLAIM
FY 2010/11
CLAIM #2**

TABLE 1

1.	Planning, Local --PUC 99262/99402	\$ -
2.	Streets and Roads --PUC 99400 (a)	\$ 36,191
3.	Nonmotorized - 2% LTF funds --PUC 99233.2/99234	\$ -
4.	Nonmotorized - Other LTF funds * --PUC 99233.2/99234	\$ -
5.	TOTAL CLAIM	\$ 36,191

This table is to be filled out by StanCOG staff

City of Newman**Total Non-Transit LTF available to be claimed:**

FY 2010/11 Nonmotorized apportionment	\$ -
FY 2009/10 Nonmotorized apportionment	\$ -
FY 2009/10 Nonmotorized supplemental	\$ -
Total 2% Nonmotorized available to be claimed at this time **	\$ -
FY 2009/10 Streets and Roads **	\$ -
FY 2010/11 Streets and Roads	\$ 36,191
Total Streets and Roads available to be claimed at this time	\$ 36,191
Total available to be claimed at this time	\$ 36,191

* Street and Road funds may be claimed for nonmotorized purposes, if desired.

** Newman's FY 2010/11 Claim #1 was approved by the Policy Board on 11/17/10.

NONMOTORIZED PROJECTS
FY 2010/11
CLAIM #2

(Use additional forms if necessary)

TABLE 2
BREAKDOWN BY PROJECT

BRIEFLY DESCRIBE PROJECTS AND EXPENDITURES INCLUDED IN THE 3 YEAR PERIOD BELOW										
ID	PROJECT TITLE	MODE			FOR BIKE PROJECTS ONLY		2008/09 ACTUAL EXPENDITURES	2009/10 ESTIMATED EXPENDITURES	2010/11 CLAIM	ACTUAL / ESTIMATED EXPENDITURES FOR 3 YEAR PERIOD
		B I K E	P E D	P L A N	PROJECT IN StanCOG's BIKE PLAN *	PROJECT IN CITY/CO BIKE PLAN *				
							\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00
TOTAL FUNDS APPROPRIATED TO PROJECTS							\$0.00	\$0.00	\$0.00	\$0.00

TABLE 3
BREAKDOWN BY CATEGORY

RECORD LTF FUNDS ONLY							
	% of Total Expenditures	2006/07 Actual	2007/08 Actual	2008/09 Actual	2009/10 Estimate	2010/11 Claim	5 Year Total
Bicycle facilities	#DIV/0!	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pedestrian facilities	#DIV/0!	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Preparation of Bicycle Plan	#DIV/0!	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL AMOUNT OF BIKE/PED EXPENDITURES		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DOES THIS CLAIM MEET THE MINIMUM 50% BICYCLE EXPENDITURE STANCOG PERFORMANCE STANDARD?						#DIV/0!	
StanCOG 50% bicycle expenditure requirement: The 5 year bicycle expenditures must be 50% or greater.							

TABLE 4
FUNDS HELD IN RESERVE AT JURISDICTION

RECORD LTF FUNDS ONLY				
	2006/07	2007/08	2008/09	2009/10
Fiscal year beginning fund balance	\$0.00	\$0.00	\$0.00	\$0.00
Plus fiscal year 2% nonmotorized claim	\$0.00	\$0.00	\$0.00	\$0.00
Plus interest	\$0.00	\$0.00	\$0.00	\$0.00
Minus nonmotorized expenditures	\$0.00	\$0.00	\$0.00	\$0.00
Fiscal year ending fund balance	\$0.00	\$0.00	\$0.00	\$0.00

1. Prior year(s) LTF carryover held by jurisdiction applied towards FY 2010/11 Nonmotorized claim (TABLE 4)	\$0
2. Interest earned on previously paid LTF funds held by jurisdiction (required by State law) (TABLE 4)	\$0
3. New FY 2010/11 Nonmotorized 2% funds applied towards FY 2010/11 projects (must match Page 2, Line 3)	\$0
4. New FY 2010/11 non-2% LTF funds applied towards Nonmotorized claim (must match Page 2, Line 4)	\$0
5. New FY 2010/11 Nonmotorized 2% funds to be held at StanCOG	\$0
6. Total of lines #1 through #5 above	\$0

SEE PAGE 3b FOR NONMOTORIZED REGULATIONS/POLICIES AND NOTES

NONMOTORIZED PROJECTS
FY 2010/11
(Continued)

NONMOTORIZED REGULATION/POLICY REMINDERS:

- A. State law allows a jurisdiction to use LTF to update a Bicycle Action Plan once every five years (PUC 99234(h)).
- B. State law allows a jurisdiction to use up to 20% of the amount available each year to restripe Class II bicycle lanes (PUC 99234(h)).
- C. State law allows a jurisdiction to use up to 5% of the amount available each year to supplement moneys from other sources to fund bicycle safety education programs, but the funds shall not be used to fully fund the salary of any one person (PUC 99233.3).
- D. All funds must be spent within five years of receipt. Over the five-year period shown in Table 3, at least 50% of funds must be spent for bicycle purposes. StanCOG will not allocate funds to any jurisdiction which is in violation of these policies.

NOTES:

- * If the project is in StanCOG's Bicycle Action Plan, please indicate its Priority Group from that Plan (example: Yes - Priority #4).
By StanCOG policy, all bike projects must appear in either StanCOG's Bicycle Action Plan, or in a City or County bicycle plan, to be eligible for LTF funding.
- ** Beginning with FY 2003/04, nonmotorized funds will only be allocated by StanCOG for specific projects. If no project is identified, funds will be held in reserve at StanCOG for eventual use by that jurisdiction.

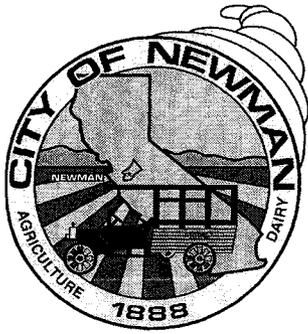
**ANNUAL PROJECT AND FINANCIAL PLAN
STREET AND ROAD PROJECTS FOR FY 2010/11
CLAIM #2**

(Use additional forms as necessary)

TABLE 5

Briefly describe all proposed projects and indicate proposed project expenditures for right of way acquisition and the construction of street and road projects.					
Project Title & Brief Description	Will this Project add new travel lanes? Yes or No	Will this Project use Federal Funds? Yes or No	Is this Project consistent with the RTP Yes or No	Total Project Cost	LTF Funds Utilized
Minor Repairs on Street in need at various locations through town.	No	No	Yes	\$ 40,342	\$ 36,191
TOTAL				40,342.00	36,191.00

- | | |
|--|--|
| 1. LTF carryover applied towards FY 2010/11 Streets and Roads | <input type="text"/> |
| 2. Interest earned on LTF carryover (required by State law) | <input type="text"/> |
| 3. FY 2010/11 apportionment applied towards FY 2010/11 Streets and Roads | <input type="text" value="36,191.00"/> |
| 4. Total of 1, 2 and 3 above (must match total LTF in Table 4 above) | <input type="text" value="36,191.00"/> |



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

Date: April 6, 2011
To: City Council
From: Michael E. Holland, City Manager *MBA*

Subject: City Council Item No. 8.g.

Attached is a copy of a request from the City of Oakdale. Oakdale is requesting the City reallocate \$150,000 from our HOME funds. While the allocation will utilize our complete HOME reserves, this request will not affect our current projects or long-term goals. (A new allocation will be made in October 2011.) Staff supports the request with the inclusion of a simple agreement to return the favor within 5-years, if needed by the City. Otherwise, no reimbursement is necessary. Oakdale is supportive of said language.

Staff recommends the Council authorize the City Manager to reallocate \$150,000 of HOME funds to the City of Oakdale to support development of the Heritage Oaks Senior Apartments.



Office of the City Manager

280 North Third Avenue • Oakdale, CA 95361 • Ph: (209) 845-3571 • Fax: (209) 847-6834

**FINANCE
DEPARTMENT**
280 N. Third Ave.
Oakdale, CA 95361
(209) 845-3571
(209) 847-6834 Fax

**COMMUNITY
DEVELOPMENT
DEPARTMENT**
120 S. Sierra Ave.
Oakdale, CA 95361
(209) 845-3625
(209) 845-3592 Fax

**FIRE
DEPARTMENT**
Station No. 1:
325 East "G" St.
Station No. 2:
450 S. Willowood Dr.
Oakdale, CA 95361
(209) 845-3660
(209) 847-5907 Fax

**PARKS &
RECREATION
DEPARTMENT**
325 East "G" St.
Oakdale, CA 95361
(209) 845-3591
(209) 845-3692

**PUBLIC WORKS
DEPARTMENT**
455 S. Fifth Ave.
Oakdale, CA 95361
(209) 845-3600
(209) 848-4344

**POLICE
DEPARTMENT**
245 N. Second Ave.
Oakdale, CA 95361
(209) 847-2231
(209) 847-3790 Fax

**CITY OF OAKDALE
WEBSITE**
www.ci.oakdale.ca.us
E-MAIL
info@ci.oakdale.ca.us

March 29, 2011

Michael Holland
City of Newman
P.O. Box 787
Newman, CA 95360

RE: HOME/CHDO funds

Dear Mr. Holland:

As discussed last Friday, the City of Oakdale is in the process of developing a new affordable project, Heritage Oaks Senior Apartments. The project will include 50 rental units which will be made available to very-low and low income seniors.

Funding approvals from CDLAC, Tax Credits and RDA have been confirmed; unfortunately we have an unexpected shortage of funds in the total budget.

As discussed Newman can assist by reallocating approximately \$150,000 from FY 2010/2011 HOME funds.

Upon confirmation of your HOME reallocation we can move forward with the Development and Disposition Agreement and have a ground breaking ceremony by April 30th.

Thank you for your cooperation and if you have any questions contact me or Lourdes Barragan in Community Development at (209) 845-3625

Sincerely,


Steve Hallam, City Manager
City of Oakdale

Cc: Lourdes Barragan
Maryn Pitt, City of Turlock

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **9.a**
City Council Meeting
of April 12, 2011

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, April 11, 2011. 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.

ATTACHMENTS:

1. Resolution No. 2010- , a resolution declaring the existence of a public nuisance
2. Exhibit A – Abatement List
3. Pictures of Properties

Respectfully submitted,



Randy Richardson, Chief of Police

REVIEWED/CONCUR:



Michael Holland, City Manager

RESOLUTION NO. 2011-

**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 April 12, 2011, 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 12th day of April, 2011 by Council Member _____, who moved its adoption, which motion was duly seconded and was adopted upon roll call vote.

AYES:
NOES:
ABSENT:

APPROVED:

Mayor

ATTEST:

Deputy City Clerk

City of Newman
Abatement list

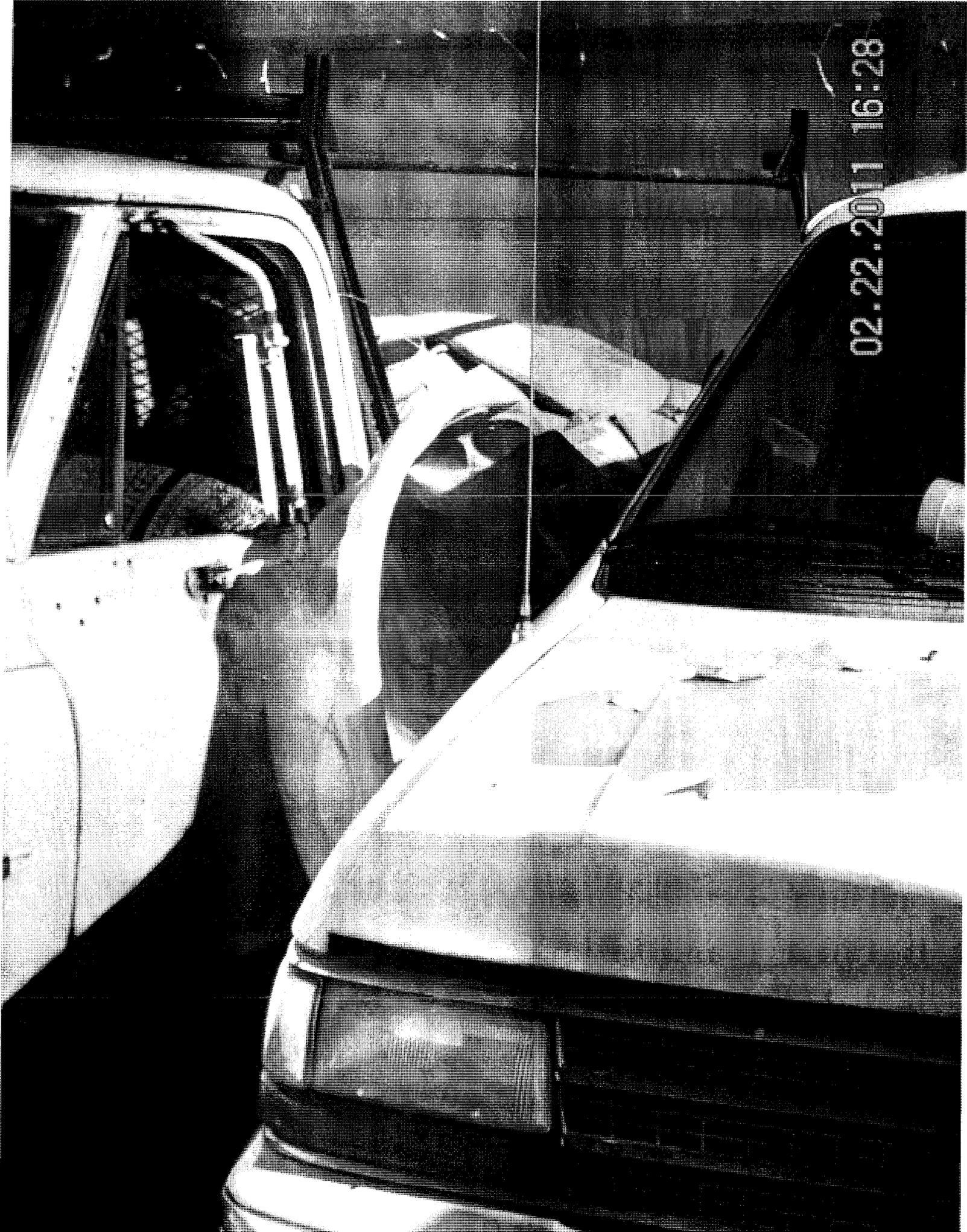
1. 2228 Mesa Verde

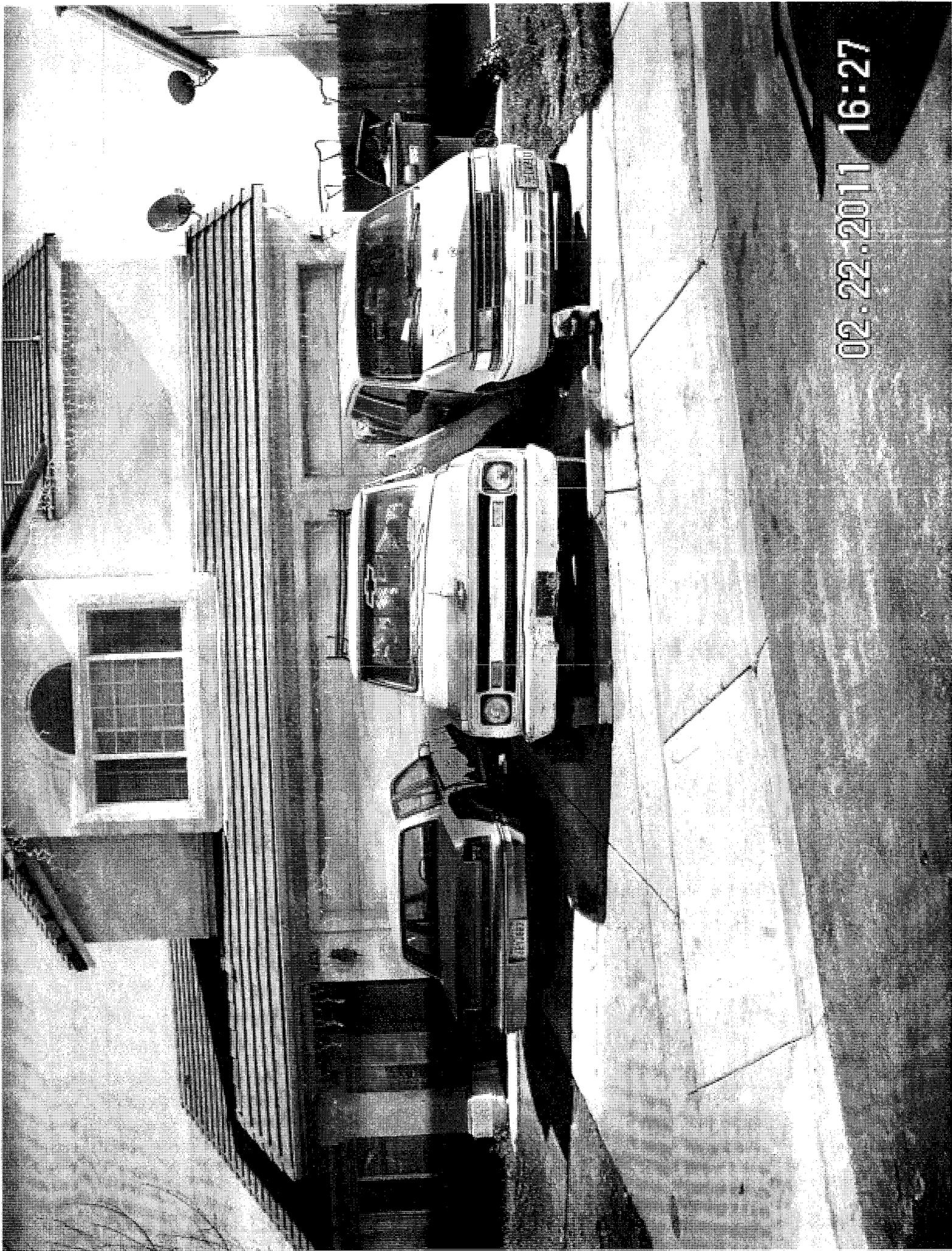
Garbage and debris through the front on the property

02.22.2011 16:27



02-22-2011 16:28





02.22.2011 16:27



02.22.2011 16:27

22

02.22.2011 16:27



02.22.2011 16:27



Honorable Mayor and Members
of the Newman City Council

Agenda Item: **9.a.**
City Council Meeting
of April 12, 2011

REPORT ON NUISANCE ABATEMENT

RECOMMENDATION:

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

BACKGROUND:

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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, April 11, 2011. 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.

ATTACHMENTS:

1. Resolution No. 2010- , a resolution declaring the existence of a public nuisance
2. Exhibit A – Abatement List

Respectfully submitted,



Randy Richardson, Chief of Police

REVIEWED/CONCUR:

Michael Holland, City Manager

RESOLUTION NO. 2011-

**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 April 12, 2011, 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 12th day of April, 2011 by Council Member _____, who moved its adoption, which motion was duly seconded and was adopted upon roll call vote.

AYES:
NOES:
ABSENT:

APPROVED:

Mayor

ATTEST:

Deputy City Clerk

City of Newman
Abatement list

1. 2228 Mesa Verde

Garbage and debris through the front on the property







Honorable Mayor and Members
of the Newman City Council

Agenda Item: **10.a.**
City Council Meeting
of April 12, 2011

REPORT ON FUNDING REQUEST FROM CENTER FOR HUMAN SERVICES

RECOMMENDATION:

Consider funding request from Center for Human Services.

BACKGROUND:

The Center for Human Services (CHS) assists with funding and operation of the Westside Family Resource Centers in both Patterson and Newman. The Mission of CHS is to change lives and build futures through programs that strengthen and support youth and families.

ANALYSIS:

On May 14, 2011, the Center for Human Services is hosting the 1st Annual 'Westside Swing for the Kids' Charity Golf Tournament. During a meeting last week, CHS requested that the Mayor place an item on the Council agenda that would allow the Council to consider a request to co-sponsor the tournament along with the City of Patterson. The cost for co-sponsorship is \$2,500. Ms. Laura Elkington, Program Coordinator, will be in attendance to make said request.

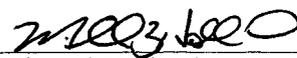
FISCAL IMPACT:

This request is not currently in the budget and would require a budget adjustment.

CONCLUSION:

The Center for Human Services is hosting a charity golf tournament on May 14th to support Westside Family Resource Centers in Patterson and Newman. CHS is requesting the Cities of Patterson and Newman co-sponsor the event. Cost of the sponsorship would be \$2,500 for Newman.

Respectfully submitted,



Michael Holland
City Manager



Westside Swing for Kids

*Charity Golf Tournament benefitting
Patterson and Newman Family Resource Centers
and the Teen Center*

Visibility & Sponsor Opportunities

Hole in One Underwriter \$5,000 (\$580 non-tax deductible)

- Tournament Host with signage
- Hole in One sponsor, vehicle of your choice parked on course with signage
- Additional 4 tickets to the BBQ luncheon at Diablo Grande
- 2 golf foursomes (includes green fees, carts, gift bags, bottled water, driving range use, t-shirt, continental breakfast and BBQ Luncheon)
- Top billing on all printed materials and advertising (registration materials, media ads, radio promotions, etc.)
- Name/ logo on golfer t-shirts
- You or a representative will present our Golf Award Winners at the Luncheon
- Thank you ads in Patterson Irrigator and West Side Index
- Link from CHS website to yours on Golf Tourney page
- Promoted in our Social Media
- Article in CHS Centerline Newsletter
- 8 Tee Signs

Eagle Sponsor \$2,500 (\$500 non-tax deductible)

- BBQ Luncheon Host with signage
- Hole Sponsor with signage
- Golf foursome (includes green fees, carts, gift bags, bottled water, driving range use, t-shirt, continental breakfast and BBQ luncheon)
- Sponsor recognition on printed materials and Social Media
- Thank you ads in Patterson Irrigator and West Side Index
- Link from CHS website to yours on Golf Tourney page
- Article in CHS Centerline Newsletter
- 4 Tee Signs

Birdie Sponsor \$1,000 (\$250 non-tax deductible)

- Box Breakfast Host with signage
- Name/logo on Sponsor Poster at event
- Gift of appreciation for you and your golfers
- Golf for two (includes green fees, carts, gift bags, bottled water, driving range use, t-shirt, continental breakfast and BBQ luncheon)
- Thank you ads in Patterson Irrigator and West Side Index
- Link from CHS website to yours on Golf Tourney page
- Promoted in our Social Media
- Article CHS Centerline Newsletter
- 2 Tee Signs

AMENDMENT TO SHERMAN RANCH DEVELOPMENT AGREEMENT

RECOMMENDATION:

Conduct Second Reading and Adoption of Ordinance No. 2011- , approving First Amendment to the Sherman Ranch Development Agreement.

BACKGROUND:

In September 2004, the Planning Commission reviewed a proposed Development Agreement for the Sherman Ranch subdivision. (The original project was approved by the Planning Commission in 1999.) Following the recommendation of the Planning Commission, the City County adopted Ordinance No. 2004-03 approving the Sherman Ranch Development Agreement in October 2004. Subsequent to these actions, the City adopted a Substitute Reimbursement and Settlement Agreement (SRSA) to settle 'complete and full satisfaction of ... the total amounts for which Developer remains eligible to receive reimbursement...'

In January 2010, the Developer filed a lawsuit in Stanislaus County Superior Court alleging Breach of Contract, Unjust Enrichment, Common Counts, Conversion and Breach of Fiduciary Duty. While the City remained confident in its legal position, settlement talks to end the lawsuit were initiated. Through diligent work and mutual cooperation, both sides agreed to a settlement agreement in December 2010. Final execution of the Settlement agreement requires approval of the attached changes to the Development Agreement.

On January 20, 2011, the Planning Commission, subsequent to holding a public hearing, recommended approval of the proposed amendments to the Sherman Ranch Development Agreement.

On March 8, 2011, the City Council conducted a public hearing on this matter. No person(s) chose to speak on the matter during said hearing. Upon closing the hearing, the Council introduced the attached Ordinance amending the Sherman Ranch Development Agreement.

Final approval has been received from Department of Housing Community Department for use of the HOME funds.

ANALYSIS:

Attached for your review are the proposed changes to the Development Agreement. In summary, the proposed major changes are identified below:

- (1) The City agrees to extend the term of the Development Agreement for an additional three (3) years.
- (2) The City/Redevelopment Agency agrees to set up a Fee Offset program for buyers who qualify under the Low and Moderate income levels.
- (3) The City agrees to extend the validity of building permits submitted prior to December 31, 2010 for a period of two years.
- (4) The City agrees to extend the reimbursement agreement for an additional three (3) years.

Subsequent to the adoption of the attached changes, the applicant agrees to file a Request for Dismissal with prejudice within ten (10) calendar days following the passage of the referendum period.

FISCAL IMPACT:

Overall positive. The City is saving general fund monies through not having to defend our position in court. While the City/Redevelopment Agency will be required to set up a Fee Offset program using Low and Moderate Redevelopment funds and HOME funds; these funds are considered restricted. Any new units constructed using these funds will generate general funds monies through property and sales taxes.

CONCLUSION:

Consistent with the initial recommendation, staff recommends Council approve the attached Ordinance Amendment.

In conclusion, the proposed changes require the developer to dismiss the lawsuit with prejudice, saving the City the cost of defending our legal position in court. While the changes also require extending the duration of the development and reimbursement agreements, there is not a direct cost associated with these extensions. The establishment of a Fee Offset program, for use in Sherman Ranch, utilizes restricted funds, not general funds. As a result, there is minimal impact upon the City/Agency's budget. Overall, if these programs are successful, the City should experience an increase in economic activity due to additional jobs being created within the City and expansion of our property tax base.

ATTACHMENTS:

1. Proposed Ordinance 2011 - amending the Sherman Ranch Development Agreement.
2. Exhibit D - First Amendment to Sherman Ranch Development Agreement.

Respectfully submitted,



Michael Holland
City Manager

ORDINANCE NO. 2011-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWMAN APPROVING
FIRST AMENDMENT TO SHERMAN RANCH DEVELOPMENT AGREEMENT**

WHEREAS, The Planning Commission held a Public Hearing on Thursday, January 20, 2011, to consider First Amendment to Sherman Ranch Development Agreement (DA) No. 2011-01; and;

WHEREAS, The Planning Commission provided a recommendation of approval on the proposed Development Agreement, in accordance with Section 6-11-8 of Newman Municipal Code; and

WHEREAS, The City Council conducted a Public Hearing on March 8, 2011 to consider and review the First Amendment to Sherman Ranch Development Agreement; and

WHEREAS, Notice of the Public Hearing before the Planning Commission and before the City Council was given in the time and in the manner required by State Law and City Code;

WHEREAS, This Amendment would not directly result in any physical land use changes or impacts to the environment; and

WHEREAS, The City Council determines the best interests of the City of Newman and of its residents would be served by the approval of this Amendment; and

WHEREAS, The City Council has independently considered all evidence, including the conclusions and recommendations of Planning Commission of the City of Newman; and

WHEREAS, The City Council of the City of Newman hereby finds that said Amendment is consistent with the objectives, policies, general land uses, and programs specified in the Newman General Plan and the Newman Neighborhood Specific Plan; and

WHEREAS, The City of Newman determined that Environmental Review has been addressed through the previously certified Final Environmental Impact Report (FEIR) for the Newman General Plan and the Expanded Initial Study prepared for the Sherman Ranch Subdivision. Section 15162 of CEQA guidelines specifies that no additional environmental work is needed where an EIR is prepared unless:

1. Subsequent changes to the project require important revisions; or
2. Substantial changes occur to the circumstances or settings; or
3. New information of substantial importance becomes available; and

WHEREAS, Staff is of the opinion that no circumstances, as outlined in Section 15162 exists and no further environmental documentation is required. Applicable mitigation measures are incorporated as conditions of approval. The proposed resolution includes statements which confirms that the previously certified Environmental Impact Report prepared for the Newman General Plan addresses CEQA pursuant to Section 15162 of the CEQA Guidelines; and

WHEREAS, In independently reaching this conclusion the City Council has considered all of the evidence, including the conclusions and recommendations of our planning department; and

WHEREAS, the City Council of the City of Newman finds that said CEQA Compliance has been addressed on the previously certified Environmental Impact Report and the Sherman Ranch Development Agreement will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area nor detrimental to the general welfare of the residents of Newman as a whole; and

WHEREAS, The City Council of the City of Newman finds that said Amendment will not adversely affect the orderly development of property or the preservation of property values; and

WHEREAS, Pursuant to Government Code Section 65865(c), the City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements, and amendments thereto. This Amendment has been processed, considered, and executed in accordance with those City rules and regulations; and

WHEREAS, The Amendment has adhered to, and is consistent, with the requirements of the Development Agreement Statute; and

WHEREAS, The City finds the Developer has a legal or equitable interest in the property subject to the Development Agreement; and

WHEREAS, The City Council has considered all of the evidence, including the conclusions and recommendations of our planning department.

NOW, THEREFORE, BE IT ORDAINED By the City Council of the City of Newman as follows:

Section 1. The recitals above are true and correct, and the City Council hereby makes the findings set forth herein.

Section 2. The City Council of the City of Newman hereby approves the First Amendment to Sherman Ranch Development Agreement, Exhibit "D," and finds that said Amendment is consistent with the requirement of Government Code Section 65814, et seq.

Section 3. The Mayor and City Clerk of the City of Newman are authorized and directed to execute and record said Development Agreement.

Section 4. This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the city or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 5. If any provision of this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not effect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The city council hereby declares that it would have adopted this ordinance irrespective of the validity of any particular portion thereof.

Section 6. This ordinance shall become effective thirty (30) days after its final passage.

Section 7. Within fifteen (15) days after its final passage, the City Clerk shall cause this ordinance to be published in the West Side Index in accordance with Section 36933 of the Government Code.

The foregoing ordinance was introduced by Council Member Hutchins, and the title thereof read at the regular meeting of the City Council of the City of Newman held on, March 8, 2011, and by a unanimous vote of the council members present, further reading was waived.

On motion of councilperson Martina, seconded by Council Member _____, the foregoing ordinance was duly passed by the City Council of the City of Newman at a regular meeting thereof held on March 22, 2011, by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor of City of Newman

ATTEST:

Deputy City Clerk

**EXHIBIT D
AMENDMENT OF DEVELOPMENT AGREEMENT**

FIRST AMENDMENT TO SHERMAN RANCH DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("First Amendment") is made and entered into this ____ day of _____, 2011, by and between SCM Hearthstone, LLC, a California limited liability company ("Developer"), and the City of Newman, a municipal corporation ("City"), pursuant to the authority of section 65864 et seq. of the Government Code of the State of California.

RECITALS

A. To ensure the timely, efficient, orderly, and proper development of the Project known as Sherman Ranch, on November 12, 2004, Developer and City entered into that certain Development Agreement for Sherman Ranch ("Development Agreement") pursuant to which City granted Developer a vested right to develop the Project.

B. The parties wish to extend the term of the Development Agreement for a period of three (3) years.

C. The parties wish to add additional provisions to the Development Agreement which clarify and specify certain rights of Developer associated with the Project.

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

1. The recitals above are true and correct and hereby made a part of this First Amendment.
2. All capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement.
3. Section 3.04 of the Development Agreement is hereby amended to read as follows:

3.04. Term. The term of this Agreement shall commence upon the Effective Date and shall extend ~~10~~13 years from the Effective Date or until the "Project Buildout" as hereinafter defined, whichever is earlier, unless said term is otherwise modified by circumstances set forth in this Agreement or by the mutual consent of the parties hereto. For purposes of this Agreement, "Project Buildout" shall mean the date on which a Certificate of Occupancy (or comparable instrument) is issued for the last Project improvement or residential home or other structure to be constructed pursuant to the Development Plan as it may be amended pursuant to this Agreement. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect, except as may be specified otherwise herein. The term

of the Vesting Tentative Subdivision Map shall be no less than the term of the Agreement as described in this Section.

4. A new Section 8.03 is hereby added to read as follows:

8.03 Fee Offsets. City agrees that it shall establish a Fee Offset Fund, as set forth herein.

A. **Fee Offset Fund.** City agrees that it shall reserve an amount equal to TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) ("Fee Offset Fund") to be used to pay for a portion of certain City fees, as specified in **Exhibit A**, attached hereto and incorporated herein by reference, for the Sherman Ranch Development, and as such fees may be adjusted for inflation by City. ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000) of the Fee Offset Fund shall consist of federal HOME funds allocated to City (the "HOME Fee Offset Fund") and ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000) of the Fee Offset Fund (the "Agency Fee Offset Fund") shall consist of funds from the Low and Moderate-Income Housing Fund of the Redevelopment Agency of the City of Newman (the "Agency"). The sole purpose of the Fee Offset Fund is to pay for City fees due at the time of final inspection for those housing units (the "Affordable Units") being sold to Qualified Buyers, as defined below.

The Sherman Ranch Development consists of three models of housing development: (i) the "Classics" homes are low-density units; (ii) the "Heritage" homes are medium-density units; and (iii) the "Villas" homes are high-density units. The HOME Fee Offset Fund shall only be used to pay the fees for up to twelve (12) units within the Villas development. The Agency Fee Offset Fund may be used to pay the fees for units within either the Classics or Heritage developments. The City's obligation to maintain the Fee Offset Fund, in whole or in part, for the uses specified in this Section 2.1 shall terminate upon the earlier of (i) the use of all monies in the Fee Offset Fund; or (ii) December 31, 2013. The City may, in its sole discretion, request that the Agency provide additional funds to be deposited in the Agency Fee Offset Fund, prior to December 31, 2013, so that additional Affordable Units may be sold to Qualified Buyers.

B. **Qualified Buyers.** A Qualified Buyer shall be a person or family of low or moderate income, as defined in Health and Safety Code section 50093, as may be adjusted by the California Department of Housing and Community Development ("HCD"). For purposes of this Settlement Agreement, "area median income" shall mean the median income for households in Stanislaus County, California, as published from time to time by the United States Department of Housing and Urban Development ("HUD"). A 2010 schedule of low and moderate income limits for Stanislaus County is attached hereto as **Exhibit B** and incorporated herein by this reference.

The City's obligation to use the Fee Offset Fund shall be expressly conditioned upon the City receiving from Developer evidence reasonably satisfactory to City certifying the income level of any proposed Qualified Buyer, and that the proposed sales price of any Affordable Unit does not exceed the affordable housing

cost, as defined by Health and Safety Code section 50052.5, for such Qualified Buyer. The maximum sales prices of any Affordable Unit to a Qualified Buyer must comply with the regulations promulgated by HCD.

C. Payment of Fees. City shall pay to Developer, upon the sale of each Affordable Unit to a Qualified Buyer, the amount of fees attributable to such Affordable Unit from either the HOME Fee Offset Fund or the Agency Fee Offset Fund, as the case may be. Such payment may be made either directly to Developer, upon the close of escrow, or through escrow, as the parties may determine.

5. A new Section 10.05 is hereby added to read as follows:

10.05. Building Permits.

A. Applications. For all building permit applications submitted by Developer to the City on or prior to December 31, 2010, for any of the lots identified on Exhibit C, (Sections A-D), attached hereto and incorporated herein by this reference, the City hereby agrees that such application shall be valid for two years. For purposes of applying building standards, conditions, and/or regulations, and/or permit fees, a building permit shall be deemed effective upon the application date. Any failure of Developer to pursue an application shall not be grounds for revocation by abandonment under the California Building Code.

B. Timing of Payment of Fees. For purposes of applying permit fees for the lots identified on Exhibit C, all fees identified on Exhibit F of the Development Agreement that are due and payable at the time a building permit is issued shall be due and payable as stated on Exhibit D, attached hereto and incorporated herein by reference.

C. Indemnity. Developer agrees to defend, indemnify, and hold City harmless from any and all claims, costs and liabilities as a result of any legal action or proceeding brought against the City arising from, or in anyway relating to, this Section 10.05.

6. A new Section 10.06 is hereby added to read as follows:

10.06. Sales Office Use Permit. The City agrees to process in good faith, at Developer's request and expense, three consecutive extensions of one year each of the use permit for the Sherman Ranch sales office.

7. Section 6.10 of the Development Agreement is hereby amended to read as follows:

~~A. Developer shall submit Improvement Plans and Engineering Estimates for the cost of improvements. Developer shall be reimbursed for up-front construction costs of "Backbone Infrastructure" improvements, beyond Developer's pro-rata fair share, as set forth in the Reimbursement Schedule, Exhibit "G". The Reimbursement schedule may be revised from time to time to reflect actual cost of improvements. Said revisions shall be approved by staff and shall not require City Council review.~~

~~To the maximum extent possible, reimbursement shall be in the form of fee credits. Reimbursement amounts over and above fee credits will be paid on a quarterly basis to Developer and shall be paid from the Capital Facilities Funds as Capital Facility Fees are collected from future developments within the area of benefit. In no event shall City General Funds be used to reimburse the Developer. City has no further obligations under this Development Agreement to provide any reimbursements or credits to Developer. All reimbursement matters have been settled under a separate agreement between the Developer and City titled "The Substitute Reimbursement and Settlement Agreement" and subsequent amendment thereto.~~

8. Except as modified by this Amendment, the Development Agreement shall remain unchanged and is in full force and effect.

9. This Amendment may be executed in any number of counterparts with the same effect as if the parties had all signed the same document, and which together shall constitute one and the same instrument.

10. Facsimile, electronically scanned, and photocopied signatures shall be as valid as original signatures only for purposes of demonstrating execution of the Amendment until such time as originally executed documents can be circulated. Said originally executed documents shall be binding and shall constitute evidence of the execution of this Amendment for all purposes.

IN WITNESS WHEREOF, the parties have hereunder set their hand the day and year first written above.

Approved as to Form:

Exhibit "D"
City Attorney

CITY

CITY OF NEWMAN, a municipal corporation

By **Exhibit "D"**
City Manager

By **Exhibit "D"**
City Clerk

Approved as to Form:

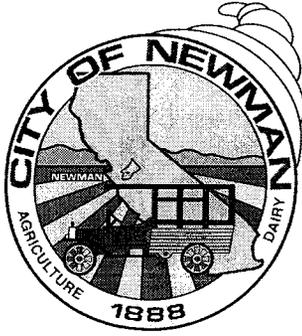
NEUMILLER & BEARDSLEE

By: **Exhibit "D"**
Clifford W. Stevens
Attorneys for Developer

DEVELOPER

SCM Hearthstone, LLC

By: **Exhibit "D"**
Steve C. Mothersell, Sr.
President



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

Date: April 6, 2011

To: City Council

From: Michael E. Holland, City Manager *MH*

Subject: City Council Item No. 10.c.

Per Section 6. 'Reimbursement Agreement' of the Settlement Agreement by and between SCM Hearthstone LLC and the City, the City has agreed to extend the Substitute Reimbursement and Settlement Agreement between the two parties for an additional three (3) years. As part of the Settlement Agreement, Exhibit "I" (attached) clearly delineates the changes that were mutually agreed upon. Staff recommends the Council approve Resolution No. 2011- , approving the First Amendment to the Reimbursement and Settlement Agreement between the City of Newman and SCM Hearthstone LLC.

RESOLUTION NO. 2011-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN APPROVING THE FIRST AMENDMENT TO THE SUBSTITUTE REIMBURSEMENT AND SETTLEMENT AGREEMENT BETWEEN THE CITY OF NEWMAN AND SCM HEARTHSTONE LLC

WHEREAS, The City Council determines the best interests of the City of Newman and of its residents would be served by the approval of this Amendment; and

WHEREAS, This Amendment would not directly result in any physical land use changes or impacts to the environment; and

WHEREAS, The City Council of the City of Newman hereby finds that said Amendment is consistent with the objectives, policies, general land uses, and programs specified in the Newman General Plan; and

WHEREAS, The City Council of the City of Newman finds that said Amendment will not adversely affect the orderly development of property or the preservation of property values; and

WHEREAS, existing City policy expressly limits credits against fees payable to the particular category of improvement involved and then only up to the total amount of the fee liability of the development in that category, except upon an express finding of "*community-wide value*" by the Council ("**Resolution 02-22**");

WHEREAS, the Council has made no such finding of "*community-wide value*" with respect to the facilities and improvements constructed by Developer related to either Hearthstone Ranch or Sherman Ranch; and

WHEREAS, the Hearthstone Reimbursement Schedule provided an itemized category and dollar amount breakdown of the Hearthstone Reimbursable Costs and a projected total of such "*Probable Reimbursables*" (sic) for Hearthstone Ranch; and

WHEREAS, the Sherman Ranch Reimbursement Schedule similarly provided an itemized category breakdown of the Sherman Ranch Reimbursable Costs, however, the quantity, unit cost, and dollar amounts listed under each of the enumerated categories and the corresponding "*Probable Reimbursables*" (sic) total is zero (0); and

WHEREAS, the City and the Developer entered into a substitute reimbursement agreement that superseded all outstanding prior reimbursement agreements and obligations related to the Projects, including, without limitation, the Hearthstone Reimbursement Schedule and the Sherman Ranch Reimbursement Schedule, and provide the character, methods, and probable reimbursables for conclusive satisfaction of any and all outstanding Hearthstone Reimbursable Costs, Sherman Ranch Reimbursable Costs and any and all other outstanding reimbursement obligations of City due to Developer in relation to the Projects (collectively, the "**Reimbursable Improvement Costs**"); and

WHEREAS, On January 29, 2010, Developer filed a Complaint against City for Declaratory Relief, Breach of Contract, Unjust Enrichment, Common Counts, Conversion and Breach of Fiduciary Duty (the "Complaint") seeking, among other things, a declaration that Developer was entitled to a refund from the City of the unused balance of the Deposited Funds, an order providing immediate and exclusive possession of the converted funds, damages, and attorney's fees.

WHEREAS, On December 16, 2010, the City and Developer entered in a settlement agreement wherein the City and Developer agree to make specific modifications to the Sherman Ranch Development Agreement and the Substitute Reimbursement And Settlement Agreement , and

WHEREAS, as part of said settlement agreement both parties have agreed to extend the term of the Substitute Reimbursement And Settlement Agreement for an additional three (3) years.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 12th day of April, 2011, 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

ATTEST:

Deputy City Clerk

5.3 Indemnity. Developer agrees to defend, indemnify and hold City harmless from any and all claims, costs and liabilities as a result of any legal action or proceeding brought against the City arising from, or in anyway relating to, Section 5 of this Agreement.

6. Reimbursement Agreement.

6.1 Term. The parties hereby amend the term of the Reimbursement Agreement for an additional three (3) years. The term of the Reimbursement Agreement shall commence upon the Effective Date of the Reimbursement Agreement, May 1, 2007, and shall extend ten (10) years from the Effective Date of the Reimbursement Agreement.

6.2 Provisions. The parties hereby mutually agree to amend the Reimbursement Agreement as set forth on **Exhibit I**, attached hereto and incorporated herein by this reference. The amendment shall become effective upon successful amendment to the Development Agreement as stated in Section 2.4.

7. Sales Office Use Permit. The City agrees to process in good faith, at Developer's request and expense, three consecutive extensions of one year each of the use permit for the Sherman Ranch sales office.

8. Representation. The Parties are represented in the preparation of this Settlement Agreement by legal counsel of their own choosing. Developer is represented by Neumiller & Beardslee by and through Clifford W. Stevens. City is represented by Abbott & Kindermann, LLP by and through William W. Abbott. The Parties represent that they have read this Settlement Agreement and that they are fully aware of its content and its legal effect.

9. Indemnification. The parties, and each of them, represent that there has been no assignment, sale, transfer, or disposition of any interest in any claim or demand which is the subject matter of this Settlement Agreement, and the Parties agree to indemnify and hold each other harmless and free from any liability, demands, damages, costs, expenses, and attorneys' fees incurred by such other party hereto as a result of any assertion by anyone of any such assignment, sale, or other transfer or disposition of any such claim or demand.

The Parties, and each of them, will indemnify and hold each other harmless from any claims asserted against the other as a result of or in connection with any action or proceeding brought by them or prosecuted for their benefit contrary to the provisions of this Agreement and except as to any rights specifically reserved herein. The Parties further agree that in the event of a dispute or any legal action taken to enforce the terms of this Agreement, the prevailing party in such dispute or legal action shall be entitled to reasonable attorneys' fees, subject to Section 13 below.

EXHIBIT "I"

AMENDMENT TO SUBSTITUTE REIMBURSEMENT AND SETTLEMENT AGREEMENT

This First Amendment ("Amendment") to the Substitute Reimbursement and Settlement Agreement effective as of May 1, 2007 ("Reimbursement Agreement"), by and between the CITY OF NEWMAN, a California municipal corporation ("City"), and SCM HEARTHSTONE, LLC, a California limited liability company ("Developer") is made and entered into as of December _____, 2010.

The Parties to said Reimbursement Agreement hereby amend the Reimbursement Agreement as follows:

1. Exhibit "A-1" referenced in Section 1.02 of the Reimbursement Agreement is hereby replaced with Exhibit "X," titled "Fees to be Collected by City," attached hereto and incorporated herein by this reference. Hereinafter all references to Exhibit "A-1" shall be to Exhibit "X."

2. Section 1.02 of the Reimbursement Agreement is hereby amended as follows:

1.02 Character of Reimbursement. Developer and City agree that the Reimbursable Amount shall be, in addition to any and all other conditions, requirements, and limitations imposed herein, reimbursable in the form and character provided for in the following categories, with each such category further subject to, without limitation, the specific requirements and parameters enumerated in this Section 1.02, and as more particularly quantified in the shaded sections of and described in Exhibit "A," with such totals further detailed on a lot by lot basis in exhibit "A-1," attached hereto and incorporated herein by this reference (the "**Hearthstone and Sherman Ranch Reimbursement Analysis**"):

3. Section 1.02, Part One, Overview of Reimbursement to Date ("**Part One**"), subsection (a) is hereby amended as follows:

(a) Sherman Ranch Fee Credits. ~~City agrees to provide Developer credits against the cost of building permits issued for the construction of homes within Sherman Ranch in accordance with the shaded by category totals provided for in Part One of Exhibit "A", with such totals further detailed on a lot by lot basis in Exhibit "A-1" attached hereto and incorporated herein by this reference (collectively, the "Sherman Ranch Fee Credits").~~ As of the Effective Date of this Amendment, Developer has been reimbursed for all of the Sherman Ranch Fee Credits except for those listed on Exhibit A-1 (the "Sherman Ranch Fee Credits"). City hereby agrees to collect fees for the lots identified on Exhibit "A-1", if requested to do so by Developer. The City shall continue to collect fees under this Section until reimbursement is satisfied in accordance with Exhibit "A-1." If City collects a fee pursuant to this Section it may retain three percent (3%) of the fee collected as an administrative fee.

4. Section 1.02, Part Two, Reimbursables to SCM, subsection (a) is hereby amended as follows:

(a) Connection Fee Credits. City agrees, at Developer's request, to issue to Developer the specified water and sewer connection fee credits, detailed on Exhibit "A-1", which shall be subject to ~~Developer's concurrent cash payment~~ City's retention of an administrative fee equal to three percent (3.00%) of such credits issued, to offset City's administrative and other costs and expenses incurred in the accounting, collection, and remittance of such fee credits (collectively, the "Connection Fee Credits").

5. Section 1.02, Part Two, Reimbursables to SCM, subsection (d) is hereby amended to read as follows:

(d) CWSMP Fees. City shall remit to Developer the specified: (i) CWSMP water fees and (ii) CWSMP storm fees collected by City from Area "A" depicted in Exhibit "B" attached hereto and incorporated herein by this reference (the "**Storm Water Map**") (i) and (ii) collectively, the "**CWSMP Fees**"). The CWSMP Fees shall further be subject to the following: (i) City's retention of an administrative fee equal to five percent (5.00%) of such fees collected and remitted to Developer, to offset City's administrative and other costs and expenses incurred in the accounting, collection, and remittance of such fees, (ii) a ~~seven ten (710)~~ year period of reimbursement to Developer that commences as of the Effective Date (the "**Reimbursement Period**"), (iii) except as otherwise provided for herein, all of the CWSMP Fees collected during the Reimbursement Period shall be split equally between the Parties, (iv) the one half (1/2) portion of the CWSMP Fees collected during the Reimbursement Period that is reimbursable to Developer shall be remitted on a quarterly basis, (v) all credits reflected on building permits issued by City related to the Projects shall be fixed at 2007 levels, (vi) any permits issued on or after March 1 of each year, beginning March 1, 2008, shall be, in City's sole discretion, subject to an annual inflation adjustment in accordance with Resolution No. 02-22 (which reflects the increase in the Engineering News Record Index for the period ending the preceding December for the preceding twelve (12) months), and (vii) Developer shall timely pay such annual escalation amount to City in cash as part of the building permit.

6. Section 1.03, Indemnification of City, is hereby amended to read as follows:

1.03 Indemnification of City. Developer agrees and acknowledges that Developer shall indemnify, defend and hold City harmless from and against any and all claims, liabilities, costs and expenses incurred by or threatened against City that are in any way related to or arise from claims or threatened claims by any party other than Developer seeking or demanding reimbursement for the Reimbursement Amount or any portion thereof. This indemnification provision shall also apply to any third party claim or threatened claim seeking or demanding credits for the Sherman Ranch Fee Credits or any portion thereof.

7. This Amendment shall become effective upon the City Council's adoption of the ordinance amending the development agreement entered into by and between the parties, dated November 12, 2004, and recorded as Document No. 2005 - 0003184 - 00 in the official records of Stanislaus County.

8. Except as modified by this Amendment, the Reimbursement Agreement shall remain unchanged and is in full force and effect.

9. This Amendment may be executed in any number of counterparts with the same effect as if the parties had all signed the same document, and which together shall constitute one and the same instrument.

10. Facsimile, electronically scanned, and photocopied signatures shall be as valid as original signatures only for purposes of demonstrating execution of the Amendment until such time as originally executed documents can be circulated. Said originally executed documents shall be binding and shall constitute evidence of the execution of this Amendment for all purposes.

The Parties have executed this Amendment, which shall be effective as of the day and year stated in Section 2, above.

Approved as to Form:

Exhibit "I"
City Attorney

CITY

CITY OF NEWMAN, a municipal
corporation

By **Exhibit "I"**
City Manager

By **Exhibit "I"**
City Clerk

Approved as to Form:

NEUMILLER & BEARDSLEE

By: **Exhibit "I"**
Clifford W. Stevens
Attorneys for Developer

DEVELOPER

SCM Hearthstone, LLC

By: **Exhibit "I"**
Steve C. Mothersell, Sr.
President

EXHIBIT X
FEES TO BE COLLECTED BY CITY
 (Amendment to Exhibit "A-1" of the Reimbursement Agreement)

<u>SHERMAN RANCH Unit #3 (Low Density)</u>		<u>SUPP</u> <u>Traffic</u>	<u>SUPP</u> <u>Park</u>	<u>CWSMP</u> <u>PWater</u>	<u>CWSMP</u> <u>Traffic</u>	<u>CWSMP</u> <u>Storm</u>	<u>CWSMP</u> <u>Sewer</u>	<u>Park in Lieu</u>	<u>Water Conn</u>	<u>Sewer Conn</u>	<u>Total</u>
156	323 Tower Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
157	319 Tower Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
158	315 Tower Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
159	311 Tower Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
160	307 Tower Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
161	303 Tower Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
162	227 Tower Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
172	304 Tower Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
173	308 Tower Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
174	314 Tower Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
175	320 Tower Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
176	804 Southington Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
177	808 Southington Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
178	812 Southington Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
179	816 Southington Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
180	339 Parliament Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
181	335 Parliament Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
182	331 Parliament Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
183	807 Gloucester Court	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
185	800 Gloucester Court	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
186	804 Gloucester Court	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
187	808 Gloucester Court	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
188	327 Parliament Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
189	323 Parliament Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
190	319 Parliament Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
199	318 Parliament Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
200	320 Parliament Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
201	324 Parliament Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
202	328 Parliament Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
203	332 Parliament Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
204	336 Parliament Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
205	340 Parliament Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
206	344 Parliament Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
207	345 Red Lion Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
208	341 Red Lion Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
209	337 Red Lion Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
210	333 Red Lion Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
211	329 Red Lion Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
212	325 Red Lion Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03

**EXHIBIT X
FEES TO BE COLLECTED BY CITY
(Amendment to Exhibit "A-1" of the Reimbursement Agreement)**

213	321 Red Lion Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
214	317 Red Lion Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
215	313 Red Lion Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
216	237 Red Lion Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
217	235 Red Lion Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
218	229 Red Lion Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
219	225 Red Lion Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
220	221 Red Lion Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
221	220 Red Lion Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
222	226 Red Lion Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
223	1000 Red Lion Court	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
224	1004 Red Lion Court	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
225	1009 Red Lion Court	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
226	1005 Red Lion Court	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
227	1001 Red Lion Court	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
228	1000 Soho Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
229	1004 Soho Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
230	1104 Soho Way	1,390.00	1,480.00	938.28	X	1,012.83	637.41	2,350.51	1,035.00	2,330.00	11,174.03
Subtotal		79,230.00	84,360.00	53,481.96	0.00	57,731.31	36,332.37	133,979.07	58,995.00	132,810.00	636,919.71

SHERMAN RANCH Unit #4 (Medium Density)

238	1012 Barrington Avenue	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
239	1006 Barrington Avenue	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
240	1000 Barrington Avenue	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
241	912 Barrington Avenue	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
242	906 Barrington Avenue	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
243	900 Barrington Avenue	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
244	484 Haycastle Court	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
245	480 Haycastle Court	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
246	476 Haycastle Court	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
247	472 Haycastle Court	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
248	468 Haycastle Court	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
249	464 Haycastle Court	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
250	460 Haycastle Court	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
251	456 Haycastle Court	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
252	452 Haycastle Court	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
254	443 Haycastle Court	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
256	431 Haycastle Court	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	X	6,534.49
257	455 Haycastle Court	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	X	6,534.49
258	459 Haycastle Court	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	X	6,534.49
259	481 Haycastle Court	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	X	6,534.49
260	485 Haycastle Court/456 Red Lion Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	X	6,534.49
261	452 Red Lion Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	X	6,534.49

EXHIBIT X
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262	448 Red Lion Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	X	6,534.49
263	444 Red Lion Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	X	6,534.49
264	440 Red Lion Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	X	6,534.49
265	436 Red Lion Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	X	6,534.49
266	1001 Chukar Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	X	6,534.49
267	1005 Chukar Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	X	6,534.49
268	1009 Chukar Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	X	6,534.49
269	1004 Chukar Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	X	6,534.49
270	1000 Chukar Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
271	422 Red Lion Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
272	418 Red Lion Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
273	414 Red Lion Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
274	410 Red Lion Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
275	406 Red Lion Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
276	348 Red Lion Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
277	344 Red Lion Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
278	340 Red Lion Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
279	336 Red Lion Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
280	1001 Soho Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
281	301 Strands Court	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
284	304 Strands Court	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
285	1101 Soho Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	X	6,534.49
286	1105 Soho Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	X	6,534.49
287	1109 Soho Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	X	6,534.49
288	1113 Soho Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	X	6,534.49
289	1117 Soho Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	X	6,534.49
290	1121 Soho Way	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	X	6,534.49
291	1116 Walshford Court	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
292	1112 Walshford Court	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
293	1108 Walshford Court	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
295	1100 Walshford Court	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
297	1105 Walshford Court	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
298	1109 Walshford Court	890.00	1,480.00	443.43	X	494.47	311.19	1,880.40	1,035.00	2,330.00	8,864.49
Subtotal		48,950.00	81,400.00	24,388.65	0.00	27,195.85	17,115.45	103,422.00	56,925.00	81,550.00	440,946.95

SHERMAN RANCH Unit #5 (High Density)

13	135 Rosetta Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
14	139 Rosetta Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
15	924 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
16	920 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
17	916 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
18	912 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
19	908 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58

EXHIBIT X
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20	904 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
21	120 Novella Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
22	116 Novella Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
23	115 Novella Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
24	119 Novella Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
25	862 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
26	858 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
27	854 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
28	850 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
29	846 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
30	842 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
31	112 Napoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
32	108 Napoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
33	107 Napoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
34	111 Napoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
35	834 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
36	830 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
37	826 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
38	822 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
39	818 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
40	814 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
41	104 San Marco Way	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
42	100 San Marco Way	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
43	101 San Marco Way	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
44	119 San Marco Way	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
45	813 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
46	120 San Marco Way	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
47	124 San Marco Way	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
48	817 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
49	821 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
50	825 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
51	829 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
52	833 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
53	127 Napoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
54	131 Napoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
55	132 Napoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
56	128 Napoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
57	841 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
58	845 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
59	849 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
60	853 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
61	857 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
62	861 Tivoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58

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63	135 Novella Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
64	139 Novella Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
85	143 Novella Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
86	147 Novella Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
87	856 Castellona Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
88	852 Castellona Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
89	848 Castellona Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
90	844 Castellona Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
91	840 Castellona Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
92	832 Castellona Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
93	140 Napoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
94	136 Napoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
95	135 Napoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
96	139 Napoli Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
97	824 Castellona Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
98	820 Castellona Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
99	816 Castellona Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
100	812 Castellona Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
101	808 Castellona Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
102	804 Castellona Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
103	800 Castellona Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
104	803 Castellona Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
105	815 Castellona Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
106	153 Splendido Court	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
107	157 Splendido Court	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
108	161 Splendido Court	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
109	165 Splendido Court	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
110	166 Splendido Court	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
111	162 Splendido Court	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
117	837 Castellona Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
118	841 Castellona Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
119	163 Lucca Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
120	167 Lucca Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
121	164 Lucca Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
122	861 Castellona Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
123	901 Castellona Drive	890.00	1,480.00	286.30	X	475.95	194.50	3,932.83	1,035.00	X	8,294.58
Subtotal		76,540.00	127,280.00	24,621.80	0.00	40,931.70	16,727.00	338,223.38	89,010.00	0.00	713,333.88
Total		204,720.00	293,040.00	102,492.41	0.00	125,858.86	70,174.82	575,624.45	204,930.00	214,360.00	1,791,200.54

Exhibit X to Amendment to Substitute Reimbursement and Settlement Agreement

Honorable Mayor and Members
of the Newman City Council

**AUTHORIZE THE CITY MANAGER TO PREPARE AND EXECUTE A HOME
REGULATORY AGREEMENT WITH SCM HOMES OF CALIFORNIA FOR THE
SHERMAN RANCH AFFORDABLE HOUSING PROJECT**

RECOMMENDATION:

Adopt Resolution No. 2011- , authorizing the City Manager to prepare and execute a HOME Regulatory Agreement with SCM Homes of California for the construction of up to twelve (12) single-family units in the existing Sherman Ranch Subdivision.

BACKGROUND:

The City of Newman has been researching new ways to create affordable housing during the current economic climate. In an effort to increase affordable ownership units, the City has partnered with SCM Homes of California to create the Sherman Ranch Affordable Housing Project. The Sherman Ranch subdivision is the only actively building housing development in Newman and was identified due to its development-ready lots. SCM Homes of California (who also partners with Florsheim Homes) is the only active developer in the City and had approached City staff to find new ways to create affordable housing.

On February 8, 2011, the City Council approved the project's environmental assessment and concurred with staff's Finding of No Significant Impact. The required environmental documents were submitted to HUD and staff was notified on March 29th that HUD had approved the environmental review and given the City the Authority to use HOME Grant Funds for the project. Upon environmental certification and as required by HOME guidelines, the City must now enter into a Regulatory Agreement with the developer in order to commit HOME funds to the project.

ANALYSIS:

As required by HOME regulations, the City must provide a minimum 25% match for HOME contributions; given that the City has made past RDA contributions for other HOME projects, we currently have enough match on record for this project. In order to provide HOME funding to the applicant, the City must also enter into a HOME Regulatory agreement for the purpose of regulating and restricting occupancy, operation, ownership and management of the Development in compliance with the requirements of the HOME Program.

FISCAL IMPACT:

\$125,000.00 - A FY 10/11 budget adjustment is necessary to create a line item under Fund 26 (HOME Consortium). Through approval of the proposed agreement, the Council is authorizing said budget adjustment to Fund 26 in the amount of \$125,000.00.

CONCLUSION:

Staff recommends that the Council adopt the attached resolution authorizing the City Manager to prepare and execute a HOME Regulatory agreement with SCM Homes of California for the Sherman Ranch Affordable Housing Project.

ATTACHMENTS:

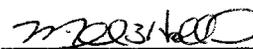
1. Exhibit A – Resolution No. 2011-

Respectfully submitted,



Stephanie Ocasio
Assistant Planner

REVIEWED/CONCUR



Michael Holland
City Manager

RESOLUTION NO. 2011-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PREPARE AND EXECUTE A HOME REGULATORY AGREEMENT WITH SCM HOMES OF CALIFORNIA FOR THE DEVELOPMENT OF THE SHERMAN RANCH AFFORDABLE HOUSING PROJECT

WHEREAS, the City of Newman has been researching new ways to create affordable housing during the current economic climate; and

WHEREAS, in an effort to increase affordable ownership units, the City has partnered with SCM Homes of California to create the Sherman Ranch Affordable Housing Project; and

WHEREAS, on February 8, 2011 the City Council approved and concurred with the project's environmental assessment and Finding of No Significant Impact; and

WHEREAS, the applicant has requested HOME funds from the City of Newman; and

WHEREAS, the City is a member of the City of Turlock/Stanislaus County HOME Consortium and has been allocated HOME funds for a wide range of activities that include building, buying, and/or rehabilitating affordable housing for renting or homeownership or to provide direct rental assistance to low-income people; and

WHEREAS, prior to funding a project with HOME funds, a HOME Regulatory agreement is required for the purpose of regulating and restricting occupancy, rents, operation, ownership and management of the Development in compliance with the requirements of the HOME Program; and

WHEREAS, The City of Newman is desirous of providing affordable housing in the City; and

WHEREAS, the Sherman Ranch Affordable Housing Project qualifies for funding under HOME guidelines.

NOW, THEREFORE, BE IT RESOLVED that the Newman City Council hereby authorizes the City Manager to prepare and execute a HOME Regulatory agreement with SCM Homes of California for the development of the Sherman Ranch Affordable Housing Project, therefore allowing the City to allocate HOME funds to said project.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 12th day of April, 2011 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:

ATTEST:

Mayor of the City of Newman

Deputy City Clerk of the City of Newman

**AUTHORIZE THE LEASE OF TWO NEW VEHICLES FOR
POLICE DEPARTMENT ADMINISTRATIVE PURPOSES**

RECOMMENDATION:

Adopt Resolution No. 2011- , a resolution authorizing the lease of two new vehicles for police department administrative purposes.

BACKGROUND:

The police department currently has two vehicles that are assigned to the Chief of Police and the Lieutenant. These vehicles are used for emergency response, travel to local meetings, and travel to local training. Often times, other local officials are transported in these vehicles as well.

The existing administrative vehicles are both high-mileage vehicles; do not have any useful factory warranty remaining, are becoming problematic, and are not the most fuel efficient for their purpose.

2004 Chevrolet Impala - This vehicle was purchased used in 2005 for approximately \$12,000.00. This vehicle is beginning to have transmission issues and has a problem where the paint cracks and peels off. It has had the left rear quarter panel re-painted, and it is a close match, but now the left rear door is beginning to crack. This vehicle has approximately 100,000 miles.

2007 Buick Lacrosse - This vehicle was purchased used in 2008 for approximately \$12,000.00. This vehicle has been involved in two previous traffic collisions, with one requiring extensive repairs to the left side. This vehicle is approaching 90,000 miles.

Staff has located a vehicle lease program through Buick in which a 2011 Buick Regal CXL can be leased for 39 months, with no money down, and lease payments of under \$300.00 per month.

ANALYSIS:

The lease of two 2011 Buick Regal CXL's would replace an aging fleet of administrative vehicles. The terms of the lease would allow for two new vehicles that would remain under factory warranty for the entire lease term of 39 months. This would allow cost savings in the vehicle maintenance budget. These vehicles also have 4 cylinder engines, making them more fuel efficient than our current vehicles. Mileage is not a concern, as the lease offers 39,000 miles. Both police administrators live local and average less than the average maximum of 1,000 miles per month.

The 2004 Chevrolet Impala is beginning to become problematic, both internally and externally, and should be retired. The 2007 Buick Lacrosse should be retained as a vehicle used for long-distance P.O.S.T. training, undercover operations, and a potential investigations unit.

FISCAL IMPACT:

Fiscal impact would be approximately \$1,400.00 from the general fund for the remainder of the 2010-2011 budget year. This would be for vehicle licensing fees and the first month of lease payments.

CONCLUSION:

This staff report is submitted for City Council consideration and action. Staff recommends adoption of Resolution No. 2011- , a resolution authorizing the lease of two new vehicles for police department administrative purposes.

ATTACHMENTS:

None.

Respectfully submitted,



Brett Short
Police Lieutenant

REVIEWED/CONCUR:



Michael Holland
City Manager

RESOLUTION NO. 2011-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN AUTHORIZING
THE LEASE OF TWO NEW VEHICLES FOR POLICE DEPARTMENT ADMINISTRATIVE
PURPOSES**

WHEREAS, the police department currently has two vehicles that are assigned to the Chief of Police and the Lieutenant; and

WHEREAS, these vehicles are used for emergency response, travel to local meetings, and travel to local training; and

WHEREAS, the existing administrative vehicles are both high-mileage vehicles; do not have any useful factory warranty remaining, are becoming problematic, and are not the most fuel efficient for their purpose; and

WHEREAS, staff has located a vehicle lease program through Buick in which a 2011 Buick Regal CXL can be leased for 39 months, with no money down, and lease payments of under \$300.00 per month.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newman to authorize the lease of two new vehicles for police department administrative purposes.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 12th day of April, 2011 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

AWARD BID FOR WIRELESS POINT TO MULTI POINT MESH SYSTEM

RECOMMENDATION:

1. Adopt Resolution 2011- , awarding bid for a Wireless Point to Multi Point Mesh System to Delta Wireless for an amount not-to-exceed \$73,391.10.

BACKGROUND:

Over the past several months, City staff has been working on a wireless network system as a way to provide the most cost effective way of addressing current computer network shortcomings while providing capacity for future growth. The wireless network system is what is known as a mesh (multiple pathways move data around the network) system. It is similar in design to wireless networks used in Escalon, Patterson and Ripon which have allowed those cities tremendous flexibility in providing technology that improves the delivery of government services to citizens and enhances the City's ability to provide core services.

In an effort to improve the City's technology infrastructure, the City advertised for bids for the installation and configuration of a wireless point to multi point radios at designated City sites in September of 2010. The Request for Proposals was sent to several local vendors (Delta Wireless, Ray's Radio, Black Cloud Networks, etc.) and to local Builder's Exchanges. A mandatory pre-bid job walk was held Tuesday October 5, 2010, with one vendor attending. The RFP included installation of antennas, mounts, stands, data and power cabling and other hardware as required to connect to City's existing network infrastructure with successful integration into City's existing network.

ANALYSIS:

The Wireless Point to Multi Point Mesh System will remedy current computer network shortcomings, add additional functionality and provide flexibility for future growth and expansion. The proposed wireless network will connect the following locations: Teen Center, L.J. Newman Memorial Building, Water Tower, City Hall/Police Department, Downtown Plaza, Corporation Yard and Wastewater Treatment Plant. It is important to note that there will be no towers or masts installed during this project thereby minimizing the aesthetic impact of antennas. The largest structure that will be installed is a tripod (approximately 6 feet tall) on the roof of the Louis J. Newman Memorial Building that will be minimally visible.

If approved, some major improvements include:

1. Allow the City to interconnect all of its various satellite locations and create a uniform high-speed connection to all locations.
2. Provide the backbone for the Plaza Camera System and for future data needs including megapixel cameras at City intersections, parks, well sites, Teen Center and the Wastewater Treatment Plant.
3. Allow the use of common video storage systems that consolidate all of the City's camera systems into one easily used, robust system that is accessible to department managers and law enforcement as a tool to reduce and solve crimes.
4. Fix reoccurring connectivity issues at remote work sites which cause downtime and frustration for City staff.
5. Provide wireless access for mobile field devices (Police & Public Works) allowing access to the work order system from the field instead of just the in the offices; allowing faster access to data, improved customer service and reduce unnecessary trips back to the office.
6. Increased speed of connections to remote work sites allowing for remote staff to access City systems (shared drives, financial software) and have data (documents, work activity, etc.) stored on servers at City Hall allowing it to be backed up.
7. Reduced points of entry to the City's network improving overall security and manageability.
8. Allow for the use of a common phone and voice mail system improving site to site communications and enhancing the City's ability to deliver excellent customer service to its citizens by being able to transfer calls to appropriate departments.

Agenda Item: **10.f.**

Only one bid from Delta Wireless in the amount of \$73,391.10 was submitted for this project. The City Information Technology Consultant has reviewed the bid and found it to be in proper order. Staff believes Delta Wireless to be reputable bidder; the company was founded in 1996 and is a company with locations in Sacramento, Stockton, and Turlock. Delta Wireless currently supports government radio systems in Stanislaus and San Joaquin counties as well as Wireless Point to Multi Point Mesh System for the Cities of Patterson and Escalon.

FISCAL IMPACT:

This action will require a budget adjustment (not to exceed \$73,391.10). The planned funding sources for this project are listed below.

<u>Department</u>	<u>Account</u>	<u>%</u>	<u>Amount</u>
Water	60-7105-50	40%	\$29,356.44
Sewer	63-7105-56	40%	\$29,356.44
Police	10-7105-21	10%	\$ 7,339.11
Government Buildings	10-7105-07	10%	\$ 7,339.11
Total			\$73,391.10

CONCLUSION:

The proposed wireless mesh system will remedy current computer network shortcomings and provide the City with a wireless system that is more robust than those of the Cities of Escalon, Patterson and Ripon while providing capacity for future growth. It will provide the backbone for the Plaza Camera System, other megapixel cameras and consolidation of all the City's camera systems into one easily used, comprehensive system that is accessible to department managers and law enforcement. Based upon the recommendations of our Information Technology Consultant, staff recommends that the Council adopt Resolution 2011- , awarding bid for the Wireless Point to Multi Point Mesh System to Delta Wireless for an amount not to exceed \$73,391.10.

ATTACHMENTS:

1. Notice To Contractors
2. Wireless Network Diagram
3. Statement of Work
4. Quote/Bid
5. Resolution 2011-

Respectfully submitted,



Michael Holland
City Manager

City of Newman
Wireless Point to Multi Point Mesh
Request for Proposals

Scope of Project

Install and configure wireless point to multi point radios at designated city sites. Install antennas, mounts, stands, data and power cabling and other hardware as required to connect radios to city's existing network infrastructure. Configure local 802.11 wireless access at specified sites and mesh backhaul links. Provide verification that backhaul links are working at maximum capacity and provide telephone or onsite support as necessary to ensure successful integration into city's existing network.

Installation Locations (One Radio Per Street Address)

Water Tower / Public Works
1125 Fresno Street

City Hall / Police Department
1200 Main Street

Main Street Plaza
1328 Main Street (Corners of Main, Tulare, "N" and Fresno)

Wastewater Treatment Facility
2600 Hills Ferry Road

Radio Specifications

All radios should be Azalea MSR4000 series, or post acquisition Aruba equivalents.

Bid Requirements

All bids should include parts and labor detailed separately. All bidders must attend a mandatory job walk on October 5, 2010 at 10:00 A.M. Bidders are requested to provide three references for completed wireless projects, backhaul and mesh projects are preferred.

Design Requirements

See attached diagram for design specifics.

Optional Locations

The city is requesting vendors to provide, under separate cover, costs for including two additional locations as part of the network.

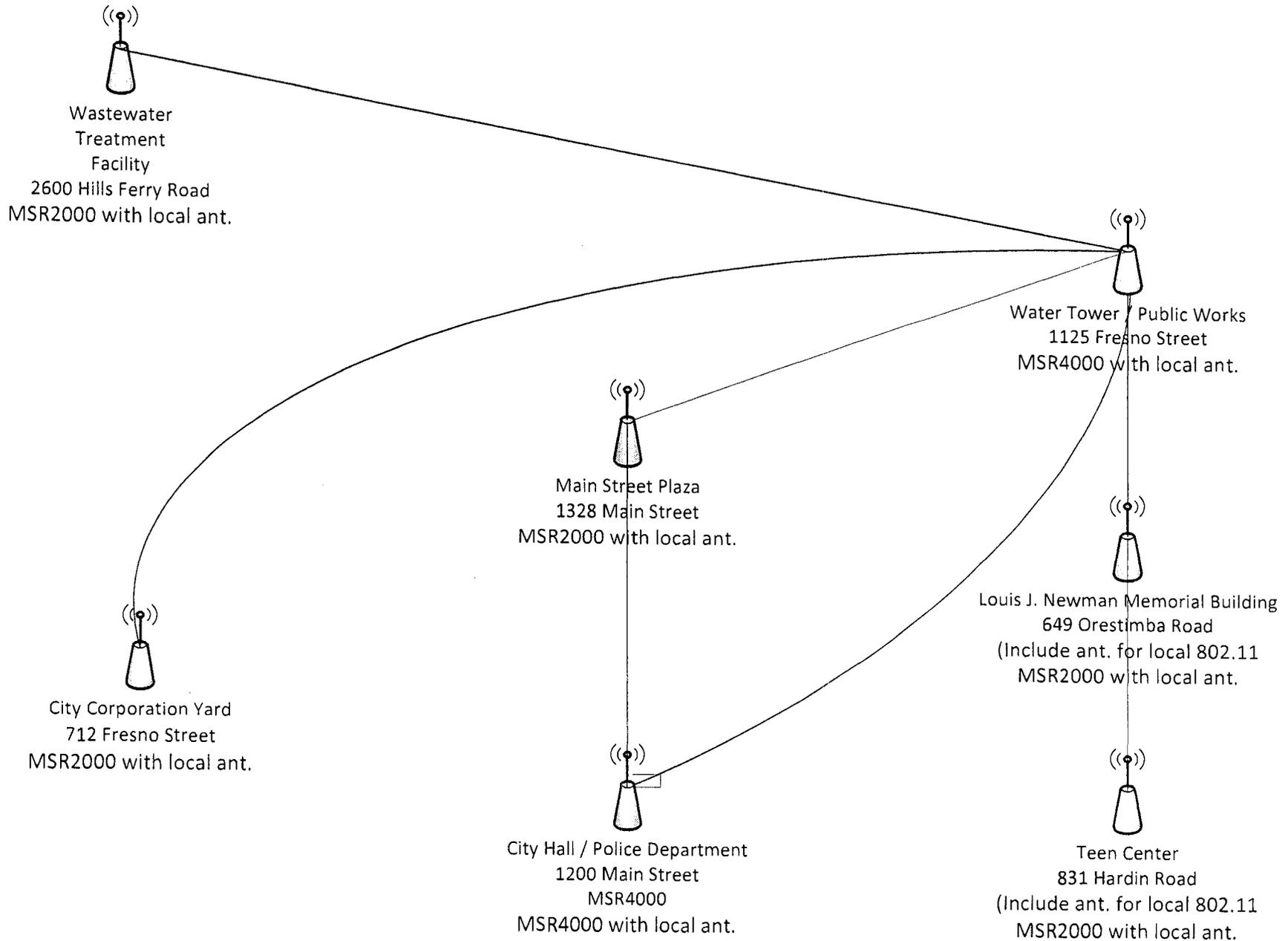
City Corporation Yard
712 Fresno Street

Teen Center
831 Hardin Road

Bid Submission

Bid's should be submitted to Newman City Hall, 1200 Main Street or electronically via e-mail to mmaier@cityofnewman.com no later than October 14, 2010 at 2:00 P.M.

Wireless Network



THE CITY OF NEWMAN

PROVIDE AND INSTALL THE
WIRELESS MESH RADIO SYSTEM

STATEMENT OF WORK

1. PURPOSE OF STATEMENT OF WORK

This Statement of Work (SOW) describes the tasks to be performed with regard to the installation, optimization, and testing of the proposed City of Newman Wireless Mesh System. This SOW delineates responsibilities between Delta Wireless and the City of Newman as agreed to by this contract.

A Delta Wireless Project Manager will be assigned to this project. The primary functions of the Project Manager are to successfully implement the project and act as a single point of contact.

Changes to this document shall be made through a Change Order as described in that section of this SOW.

1.1 DELTA WIRELESS SYSTEM RESPONSIBILITIES (GENERAL)

Delta will be responsible for the installation and configuration of all equipment provided by Delta Wireless to the City of Newman. Delta's general responsibilities include the following:

- Provide a Project Manager as a primary point of contact.
- Provide and install a wireless Mesh System for the City of Newman
- Prepare and maintain site-specific documentation.

1.2 THE CITY OF NEWMAN SYSTEM RESPONSIBILITIES (GENERAL)

The City of Newman responsibilities include:

- Provide a designated project manager for system implementation.
- Host all project meetings.
- Provide power within 6 feet of the equipment at all of the sites
- Provide for the use of the mounting locations for radio equipment.
- Provide space and access at the sites.
- Provide permits should they be necessary
- Provide all site access necessary for this project.

1.3 OPTIMIZATION

Delta will interface and optimize the system per the equipment manufacturers' specifications.

1.3.1 *Removal of existing equipment*

N/A

1.4 STAGING OF NEW DELTA SUPPLIED EQUIPMENT

The intent of the staging effort is to verify system functionality and expedite the installation. During system staging, Acceptance Test Procedures (ATPs) will be performed per manufacturer specifications. Additional field ATPs will be performed and documented after final installation and system optimization in the field.

1.5 TRAINING

N/A

1.6 SYSTEM DOCUMENTATION

Delta will provide detailed documentation of the system configurations, physical installation, and system testing. Documentation is created and updated during the project.

1.6.1 *Project Documentation*

Delta will create or update the following documents during the project:

- Equipment list
- System description
- Block diagrams for system and sites
- Configurations
- Acceptance test procedures
- Programming parameters
- Drawings

1.6.2 *System Manual - "As-Built" Documentation*

Delta will supply "as-built" documentation for the system. The documentation will consist of:

- System drawings:
- Photos of the equipment installation at the equipment room site
 - ◆ Equipment inter-cabling diagrams for each site
- Programming and configuration setting data sheets
- Equipment by site
 - ◆ Key access procedures
 - ◆ Site inventory lists

1.7 SYSTEM ACCEPTANCE

Delta will provide "system performance" verification to the City of Newman through operational use.

1.8 PROJECT SCHEDULE

Implementation of the system will proceed in accordance with a project schedule that is jointly approved by the Delta project team and the City of Newman project team. The project schedule will be updated periodically to ensure all parties are apprised of the latest project status.

2. DETAILED STATEMENT OF WORK

2.1 WATER TOWER SITE

Delta will install One (1) MSR 4000 and One (1) MSR 2000 radio on the water tower at the Water Tower site. Delta will install necessary antennas to provide connectivity to the Main Street Plaza site, the Police Department site the community center site and the Wastewater treatment facility site. Delta will also provide an antenna for local 802.11 connectivity at the site. Delta will install power supply (PoE) adapters in the room at the base of the water tower. Delta will route the cable between the radio and the power supply. The City of Newman will be responsible for the connection to the network. The City of Newman will be responsible for providing boom truck or lift for the installation at this site.

2.2 MAIN STREET PLAZA SITE

Delta will install One (1) MSR2000 radio and the antennas necessary to provide connectivity to the Water Tower site and to the Police Department site. An antenna will also be installed to allow 802.11 connectivity. Delta will install the power supply (PoE) adapter in the room in the building. Delta will route the cable between the radio and the power supply. The City of Newman will be responsible for the connection to the network.

2.3 POLICE DEPARTMENT SITE

Delta will install One (1) MSR4000 radio and the antennas necessary to provide connectivity to the Water Tower site. The existing guyed mast will be utilized. An antenna will also be installed to allow 802.11 connectivity. Delta will install the power supply (PoE) adapter in the room in the building. Delta will route the cable between the radio and the power supply. The City of Newman will be responsible for the connection to the network.

2.4 WASTE WATER TREATMENT FACILITY SITE

Delta will install One (1) MSR2000 radio and the antennas necessary to provide connectivity to the Water Tower on the existing antenna mast. An antenna will also be installed to allow 802.11 connectivity. Delta will install the power supply (PoE) adapter in the room in the building. Delta will route the cable between the radio and the power supply. The City of Newman will be responsible for the connection to the network.

3. DETAILED STATEMENT OF WORK FOR THE OPTIONAL SITES

3.1 CITY CORPORATION YARD SITE

Delta will install One (1) MSR 2000 radio on the wall at the City Corp Yard site. Delta will install necessary antennas to provide connectivity to the Water Tower site. Delta will install power supply (PoE) adapter in the ceiling or other designated location. Delta will route the cable between the radio and the power supply. The City of Newman will be responsible for the connection to the network.

3.2 COMMUNITY CENTER SITE

Delta will install two (2) five foot tripod mast mounts on the roof. Delta will install One (1) MSR2000 radio and the antennas necessary to provide connectivity to the Water Tower site and to the Teen Center site this will be a pass through site and no local connectivity will be provided. Delta will install the power supply (PoE) adapter in the room in the building. Delta will route the cable between the radio and the power supply. The City of Newman will be responsible for the connection to the network.

3.3 TEEN CENTER SITE

Delta will install one (1) five foot tripod mast mount on the roof. Delta will install One (1) MSR2000 radio and the antennas necessary to provide connectivity to the Community center pass through site. An antenna will also be installed to allow 802.11b,g connectivity. Delta will install the power supply (PoE) adapter in the room in the building. Delta will route the cable between the radio and the power supply. The City of Newman will be responsible for the connection to the network.

CHANGE ORDER PROCEDURE

3.4 SAMPLE CHANGE ORDER

The following Change Order Request form must be used for all change order requests

THE CITY OF NEWMAN MESH SYSTEM

Change Order Request Form

Change Order Request No. _____

Requester: _____ Title _____

Phone No. _____ Department _____

Description of Request: _____

Equipment Required: _____

SOW Modification _____

Time Line Modification: _____

Additional Services Required: _____

Justification: _____

Budgetary Dollar Value:

Equipment: _____ Services: _____ Total: _____

Payment Terms: _____

Other Terms: _____

Unless amended above, all other terms and conditions of the Agreement shall remain in full force and effect.

Approved:

The City of Newman Project Manager _____ Date _____

Delta Wireless Project Manager _____ Date _____

Delta Wireless Engineer _____ Date _____

Delta Wireless Account Manager _____ Date _____

CERTIFICATE OF ACCEPTANCE

Customer Name:

Project Name:

Customer Name - agrees that all major provisions of the project provided by Delta Wireless are complete and ready for the use intended, except for any minor defects and/or punch list items noted below:

Delta Wireless will correct the items listed below:

<u>Item Description</u>	<u>Complete Date</u>
1.)	
2.)	
3.)	

FINAL ACCEPTANCE with no defects or punch list items.

Customer Representative:

Delta Wireless Representative:

Print Full Name: _____

Print Full Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____



Delta Wireless Inc.
 1700 W Fremont St.
 Stockton, Ca 95203
 209-948-9611 fax 209-948-0103
 Calif. contractors lic# 748224

Project Number MO0322112R3

SALES QUOTE

Customer

Name	City of Newman	Contact	Cullen Bryne
Address		Phone	
City	Newman	Fax	
State	Ca.	Email	
Zip		Project	Newman Mesh system

Dates

Quote Issued 3/31/2011
 Customer P.O.

Product/Service Name

MSR2000, 2x2 dual radio 320mW; PoE; SW locked to US
 Support/Maintenance; ArubaCare Support, 1 year warranty
 1 Port 802.3at PoE Midspan 10/100/1000 30W
 MSR4000, 2x2 quad radio 320mW; PoE; SW locked to US
 Support/Maintenance; ArubaCare Support, 1 year warranty
 MSR4000 high power POE Power Injector (60W)
 Outdoor Antenna Lightning Arrestor - N-Type Connector
 1M 7D Antenna Cable With 2 N type Male connector, 1 meter
 Shielded ethernet cable with RJ45 connectors, 5 meters
 5.1~5.8GHz, 14dBi, 60°, ±45° polarized outdoor antenna
 Pair (H/V Polarization) 2.4GHz, Omni-directional, 5dBi, Direct-mount, N-type connectors.

Quantity	Price	TOTAL
5	\$2,570.10	\$12,850.50
5	\$250.80	\$1,254.00
5	\$120.35	\$601.75
2	\$4,286.10	\$8,572.20
2	\$418.00	\$836.00
2	\$249.00	\$498.00
24	\$124.50	\$2,988.00
22	\$24.90	\$547.80
7	\$37.35	\$261.45
24	\$327.85	\$7,868.40
6	\$244.85	\$1,469.10
Subtotal Page 1		\$37,747.20
Subtotal Page 2		\$3,925.92
Subtotal Page 3		
Freight		\$1,250.19
Subtotal		\$42,923.31
Tax		\$3,755.79
Non Tax Labor		\$26,712.00
Non Tax Freight		
Fuel Surcharge		
Optional 1st year labor warranty		
TOTAL		\$73,391.10

SCOPE OF WORK:

Please see attached SOW and System Description.

Sales/Offered By: Mitch Okafuji
Title: Senior System Engineer
Phone Number: 209-948-9611
 Engineered By (Initials) mo

THIS QUOTE REPRESENTS AN ENGINEERED SOLUTION AND IS PROPRIETARY AND CONFIDENTIAL

Quote valid for thirty (30) days after receipt



Delta Wireless Inc.
 1700 W. Fremont St.
 Stockton, Ca 95203
 209-948-9611 fax 209-948-0103
 Calif. contractors lic# 748224

Project Number MO0322112R3

Terms and Conditions

Customer

Name	City of Newman	Contact	Cullen Bryne
Address		Phone	
City	Newman	Fax	
State	Ca.	Email	
Zip		Project	Newman Mesh system

Dates

Quote Issued 3/31/2011
 Customer P.O.

TERMS AND CONDITIONS

- 1) **Installation contract:** This quote is based upon detailed information provided to Delta Wireless and Surveillance Solutions by the quoted customer. Signing this quote formally constitutes a signed contract for products and services between Delta Wireless and Surveillance solutions and customer.
- 2) **Adds, moves and changes** to the scope of work described within this quote must result in a written change order signed by both parties, prior to the re-ordering or reconfiguration of any product or service provided on this quote.
- 3) **Remobilization charges** (depending on distance) will be added to this quote if the vehicle and/or site are not available at the time and place, or is not in the condition or configuration described by the customer.
- 4) **Used equipment** will be installed at the customer's own risk. Appearance and performance will not be improved by installation. Customers have the responsibility to inform Delta of equipment deficiencies prior to installation. Delta will be glad to provide a quote for the repair and/or replacement of any equipment.
- 5) **Work stoppage:** Installations will begin only after all equipment to be installed is physically on hand and ready for installation. "Work stoppage" will begin if the customer requests "Adds, moves or changes" to this quotation. If a customer initiated "change order" results, a minimum of one hour will be charged and/or travel time assessed for the remobilization of labor on the project.
- 6) **Restocking and freight:** A 25 % restocking fee will be added to the change order for any product returned by Delta, on the customer's behalf. If the equipment has already been installed and the product cannot be returned to the manufacturer, the customer must pay in full. Additional freight charges, if required will be added to the change order.
- 7) **Payment for equipment due upon receipt of equipment.**
- 8) **Labor payment due upon completion of contract.**
- 9) **Labor warranty 30 days.**
- 10) **Optional 1st year labor warranty when purchased will cover the pick-up and delivery of portables, triage of mobile, base and repeater radios and video equipment during normal business hours. Physical damage, abuse, accidents or acts of God will not be covered. No shipping charges for equipment returned to the manufacturer for repair will be covered.**
- 11) **Equipment warranty: Manufactures warranty applies. All labor to trouble shoot, program, freight charges to the manufacture, and reinstallation of equipment will not be included.**
- 12) **Non-Solicitation:** Customer shall not, during the term of this Agreement and for a period of two (2) years immediately following the termination of the contract, or any extension hereof, for any reason, either directly or indirectly: (a) call on, solicit, induce, recruit, or encourage any of Delta Wireless employees to leave their employment or terminate their contracts or take away such employees (b) attempt to solicit, induce, recruit, encourage or take away employees for the customer or any other person or entity; (c) call on solicit, induce, recruit or encourage any of the customers to terminate their relationships with Delta Wireless or take away such customers or (d) attempt to solicit, induce, recruit, encourage or take customer of Delta Wireless for the Customer or any other person or entity.

CUSTOMER SIGNATURE CONSTITUTES AGREEMENT WITH DELTA WIRELESS AND NETWORK SOLUTIONS TERMS AND CONDITIONS

QUOTE AND TERMS ACCEPTED BY: _____ Date: _____

Quote valid for thirty (30) days after receipt

RESOLUTION NO. 2011-

**A RESOLUTION AWARDDING A BID FOR THE
WIRELESS POINT TO POINT MESH SYSTEM**

WHEREAS, the City Council of the City of Newman has put a priority on maintaining and improving the City's technology infrastructure; and

WHEREAS, it is recognized that our current technology infrastructure has deficiencies; and

WHEREAS, the proposed Wireless Point To Point Mesh System would allow the City to interconnect all of its various satellite locations and create a secure uniform high-speed connection to all locations thereby allowing remote staff to access City systems (shared drives, financial software) and have documents stored on servers at City Hall permitting it to be backed up; and

WHEREAS, the proposed system will allow the use of common video storage systems that consolidates all the City's camera systems into one easily used, robust system that is accessible to department managers and law enforcement as a tool to reduce and solve crimes; and

WHEREAS, the City council of the City of Newman has determined it would be in the best interest to purchase said wireless network, and

WHEREAS, the City Council is desirous of entering into a contract with Delta Wireless, 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 Delta Wireless, Inc.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman hereby approves the contract with Delta Wireless, Inc. and authorizes the City Manager to execute said contract for the Wireless Point To Point Mesh System.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 12th day of April, 2011 by Council Member _____, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

Deputy City Clerk of the City of Newman

