



AGENDA
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
REGULAR MEETING SEPTEMBER 27, 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.
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. ([View Warrant Register](#))
 - c. Approval Of Minutes Of The September 13, 2011 Regular Meeting. ([View Minutes](#))
9. Public Hearings
 - a. Conduct A Public Hearing Regarding The Supplemental Law Enforcement Services Fund (SLESF) And Authorize Expenditures For This Funding (AB 1913). ([View Report](#))
10. Regular Business
 - a. Adopt Resolution No. 2011- , A Resolution Awarding A Contract To George Osner, AICP For CEQA Services In Relation To WWTP Expansion For A Not-To-Exceed Amount Of \$12,000.00 And Authorizing The City Manager To Execute Said Contract. ([View Report](#))
 - b. Authorize City Manager To Enter Into A One-Year Contract With AJM Property Management Inc. ([View Report](#))
 - c. Discussion Regarding The Stanislaus County Mayor's Agriculture Preservation Map. ([View Report](#))
11. Items From District Five Stanislaus County Supervisor.
12. Items From The City Manager And Staff.
13. Items From City Council Members.
14. Adjournment.

Calendar of Events

September 21 - 23 - League Of California Cities Annual Conference - San Francisco

September 27 - City Council - 7:00 P.M.

October 8 - Low Cost Animal Clinic - Pioneer Park - 9:00 A.M. To Noon

October 10 - NCLUSD Board Meeting - 6:00 P.M.

October 11 - City Council - 7:00 P.M.

October 13 - Recreation Commission - 7:00 P.M.

October 14 - Furlough - City Offices Closed.

October 15 - 2011 Healthier Choices - Biggest Loser Weigh-Out - Gustine - 10:00 A.M.

October 18 - Two-On-Two Meeting With The School Board - 4:00 P.M.

October 20 - Planning Commission - 7:00 P.M.

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

October 31 - Halloween

Accounts Payable

AP Check Register for Council



City of Newman
1162 MAIN ST
PO BOX 787
NEWMAN, CA 95360

User: efaría

Printed: 09/23/2011 - 12:16 PM

Check Nun	Check D	Name	Account	Description	Amount
100352	9/23/2011	AECOM USA, INC	20-32-777	pqrst/fresno/merced/west ave 7-30 to 8-26-11	2,675.70
100352	9/23/2011	AECOM USA, INC	20-33-777	pqrst/fresno/merced/west ave 7-30 to 8-26-11	2,675.70
100352	9/23/2011	AECOM USA, INC	10-31-620	Engineering fees/main st rehabilitation project	437.40
100352	9/23/2011	AECOM USA, INC	10-31-620	Engineering fees/Auto Zone 7-30 to 8-26-11	1,370.25
100352	9/23/2011	AECOM USA, INC	61-55-752	Engineering fees/M St @ alley 7-30 to 8-26-11	4,951.80
100353	9/23/2011	ALCANTAR ROBERT	10-01-664	Fall Festival security/Alcantar	489.52
100354	9/23/2011	ALL STAR CHEMICAL CORP	10-22-630	Truck wash concentrate/FD	264.78
100355	9/23/2011	AMERICAN WATER WORKS	63-56-669	AWWA utilities and dues 10/2011 to 09-30-12	413.00
100356	9/23/2011	AMERICAN SOCCER COMPANY	10-45-673	Youth soccer uniforms	5,575.53
100357	9/23/2011	ARROWHEAD MOUNTAIN SPRI	10-07-630	Bottled water/Aug 2011	27.63
100357	9/23/2011	ARROWHEAD MOUNTAIN SPRI	63-56-630	Bottled water/Aug 2011	19.98
100357	9/23/2011	ARROWHEAD MOUNTAIN SPRI	10-45-630	Bottled water/Aug 2011	57.46
100357	9/23/2011	ARROWHEAD MOUNTAIN SPRI	10-21-630	Bottled water/Aug 2011	19.96
100357	9/23/2011	ARROWHEAD MOUNTAIN SPRI	63-56-630	Bottled water/Aug 2011	49.90
100357	9/23/2011	ARROWHEAD MOUNTAIN SPRI	60-50-630	Bottled water/Aug 2011	31.56
100358	9/23/2011	AT&T MOBILITY	10-21-642	Cell phone service 8-6-11 to 9-5-11	410.02
100358	9/23/2011	AT&T MOBILITY	63-56-642	Cell phone service 8-6-11 to 9-5-11	247.80
100358	9/23/2011	AT&T MOBILITY	10-44-642	Cell phone service 8-6-11 to 9-5-11	27.09
100358	9/23/2011	AT&T MOBILITY	69-47-642	Cell phone service 8-6-11 to 9-5-11	4.11
100358	9/23/2011	AT&T MOBILITY	60-50-642	Cell phone service 8-6-11 to 9-5-11	121.67
100358	9/23/2011	AT&T MOBILITY	10-07-642	Cell phone service 8-6-11 to 9-5-11	16.42
100358	9/23/2011	AT&T MOBILITY	10-22-642	Cell phone service 8-6-11 to 9-5-11	16.42
100358	9/23/2011	AT&T MOBILITY	10-33-642	Cell phone service 8-6-11 to 9-5-11	20.53
100358	9/23/2011	AT&T MOBILITY	10-02-642	Cell phone service 8-6-11 to 9-5-11	75.22
100358	9/23/2011	AT&T MOBILITY	10-45-642	Cell phone service 8-6-11 to 9-5-11	28.28
100358	9/23/2011	AT&T MOBILITY	10-03-642	Cell phone service 8-6-11 to 9-5-11	70.22
100358	9/23/2011	AT&T MOBILITY	10-14-642	Cell phone service 8-6-11 to 9-5-11	42.09
100358	9/23/2011	AT&T MOBILITY	73-70-642	Cell phone service 8-6-11 to 9-5-11	9.38
100358	9/23/2011	AT&T MOBILITY	74-70-642	Cell phone service 8-6-11 to 9-5-11	4.40
100358	9/23/2011	AT&T MOBILITY	10-21-642	Wireless access/PD 8/03/11 to 9/02/11	405.34
100359	9/23/2011	AT&T	10-21-642	Monthly telephone service/634-0508 09-01 to 09-30-11	66.90
100360	9/23/2011	AVID TRAFFIC SUPPLIES	10-33-630	50 gals white oil/street painting	1,174.15
100361	9/23/2011	BARAJAS ADRIANA	10-00-552	Refund Pioneer Park Deposit/Barajas	20.00
100362	9/23/2011	BELL JAMES J.	10-21-620	Contract serv/evidence clerk/9/01 to 9/15/11/Bell	597.13
100363	9/23/2011	BERTOLOTTI DISPOSAL	69-47-622	Landfill fees/Aug 2011	200.00
100363	9/23/2011	BERTOLOTTI DISPOSAL	10-33-622	Landfill fees/Aug 2011	391.03
100364	9/23/2011	BEST BEST & KRIEGER, LLP	74-70-620	Professional services thru Aug 31, 2011	773.76
100365	9/23/2011	BLUE SHIELD OF CALIFORNIA	10-00-226	Health insurance premium/Oct 2011	7,637.72
100366	9/23/2011	BUSINESS CARD	60-50-660	Banner	48.77
100366	9/23/2011	BUSINESS CARD	63-56-669	Meals	79.97
100366	9/23/2011	BUSINESS CARD	10-01-662	2 City Council banners	75.16
100366	9/23/2011	BUSINESS CARD	10-02-669	Breakfast/ w/County & Patterson	55.20
100367	9/23/2011	CALIFORNIA CONSULTING, LL	10-02-620	Monthly retainer fee/grant & lobbying services/09/2011	1,115.99
100367	9/23/2011	CALIFORNIA CONSULTING, LL	60-50-620	Monthly retainer fee/grant & lobbying services/09/2011	1,115.98
100367	9/23/2011	CALIFORNIA CONSULTING, LL	63-56-620	Monthly retainer fee/grant & lobbying services/09/2011	1,115.98

Check Nun	Check D	Name	Account	Description	Amount
100368	9/23/2011	CAMPOS VICTOR	10-01-664	Fall Festival security/Campos	374.72
100369	9/23/2011	CENTRAL SANITARY SUPPLY	10-44-666		347.34
100369	9/23/2011	CENTRAL SANITARY SUPPLY	10-44-667		173.66
100369	9/23/2011	CENTRAL SANITARY SUPPLY	10-07-630		86.84
100369	9/23/2011	CENTRAL SANITARY SUPPLY	10-21-630		86.83
100369	9/23/2011	CENTRAL SANITARY SUPPLY	10-07-666		43.42
100369	9/23/2011	CENTRAL SANITARY SUPPLY	10-22-630		43.42
100369	9/23/2011	CENTRAL SANITARY SUPPLY	10-44-630		43.41
100369	9/23/2011	CENTRAL SANITARY SUPPLY	10-46-630		43.42
100370	9/23/2011	CONTRACT SWEEPING SERVIC	10-33-620	Street sweeping contract services/August 2011	3,297.49
100371	9/23/2011	CRESCENT SUPPLY CO. #1	10-21-630	Uniform supplies/J. Tobin	199.67
100372	9/23/2011	E&M ELECTRIC, INC.	60-50-622	pump coupling spider/WWTP	19.43
100372	9/23/2011	E&M ELECTRIC, INC.	69-47-620	Repaired 4 lights @ Sherman Park	476.13
100372	9/23/2011	E&M ELECTRIC, INC.	69-47-620	Photo eye & bulb on pole #659	295.33
100373	9/23/2011	ECONOMIC TIRE SHOP	60-50-653	Tire repair/Ford Tractor	16.21
100373	9/23/2011	ECONOMIC TIRE SHOP	60-50-653	Tire repair/2008 Ford Pickup	16.21
100373	9/23/2011	ECONOMIC TIRE SHOP	10-44-653	2 new tires/Ford mower	215.00
100373	9/23/2011	ECONOMIC TIRE SHOP	60-50-653	4 new tires mounted	412.50
100373	9/23/2011	ECONOMIC TIRE SHOP	62-60-653	4 new tires mounted	137.50
100374	9/23/2011	Estrada Jose Manuel	10-00-284	Refund Memorial Bldg deposit/Estrada	200.00
100375	9/23/2011	FIRST BAPTIST CHURCH	10-00-552	Refund Sherman Park rent/First Baptist Church	50.00
100375	9/23/2011	FIRST BAPTIST CHURCH	10-00-284	Refund Sherman Park deposit/First Baptist Church	50.00
100376	9/23/2011	G BAR N VETERINARY CLINIC	10-21-620	Monthly animal control fee/2 nueter fees	950.00
100377	9/23/2011	GCVCS	60-50-669	"Pump station maintenance-knowledge & safety/Southard	30.00
100378	9/23/2011	GEOANALYTICAL LAB, INC.	60-50-620	BODD/TSS/NITRATE FOR WWTP	416.50
100378	9/23/2011	GEOANALYTICAL LAB, INC.	63-56-620	Annual well testing/bacti/quarterly well testing	1,033.90
100379	9/23/2011	Grand Lodge of California	40-07-741	Principle payment/new city hall/Oct 2011	497.37
100379	9/23/2011	Grand Lodge of California	60-50-741	Principle payment/new city hall/Oct 2011	497.37
100379	9/23/2011	Grand Lodge of California	63-56-741	Principle payment/new city hall/Oct 2011	497.37
100379	9/23/2011	Grand Lodge of California	40-07-812	Interest/new city hall/Oct 2011	1,140.86
100379	9/23/2011	Grand Lodge of California	60-50-812	Interest/new city hall/Oct 2011	1,140.86
100379	9/23/2011	Grand Lodge of California	63-56-812	Interest/new city hall/Oct 2011	1,140.87
100380	9/23/2011	HOUSE STEPHANIE	10-45-673	Reimbursement for first aid kit/teen center	19.33
100380	9/23/2011	HOUSE STEPHANIE	10-45-673	Reimbursement teen center snack bar	111.71
100381	9/23/2011	IKON OFFICE SOLUTIONS	10-14-620	Copier lease/9-10 to 10-09-11/city hall	106.30
100381	9/23/2011	IKON OFFICE SOLUTIONS	60-50-620	Copier lease/9-10 to 10-09-11/city hall	106.30
100381	9/23/2011	IKON OFFICE SOLUTIONS	63-56-620	Copier lease/9-10 to 10-09-11/city hall	106.30
100382	9/23/2011	INFOSEND, INC	60-50-620	Utility bill and late notice mailing/Aug 2011	1,050.24
100382	9/23/2011	INFOSEND, INC	63-56-620	Utility bill and late notice mailing/Aug 2011	1,050.24
100383	9/23/2011	JOE'S LANDSCAPING & CONCR	69-47-620	Lighting & landscape district landscape services/Aug 11	11,000.00
100383	9/23/2011	JOE'S LANDSCAPING & CONCR	10-21-627	Clean-up at 656 Mt. Rushmore Dr	420.88
100383	9/23/2011	JOE'S LANDSCAPING & CONCR	10-00-252	Completion of landscape @ Jensen & Fig Lane	1,501.00
100383	9/23/2011	JOE'S LANDSCAPING & CONCR	10-44-630	Rainbird pop-up 6"	7.79
100383	9/23/2011	JOE'S LANDSCAPING & CONCR	10-44-630	Rainbird pop-up 6"	7.79
100383	9/23/2011	JOE'S LANDSCAPING & CONCR	10-44-630	Credit/return item	-15.58
100383	9/23/2011	JOE'S LANDSCAPING & CONCR	10-44-630	2 rainbird pop-up sprinkler	12.12
100383	9/23/2011	JOE'S LANDSCAPING & CONCR	69-47-630	Rainbird falcon rotor	202.82
100383	9/23/2011	JOE'S LANDSCAPING & CONCR	69-47-630	Rainbird 4" pop-up	5.40
100383	9/23/2011	JOE'S LANDSCAPING & CONCR	10-44-630	Rainbird 4" pop-up	4.31
100383	9/23/2011	JOE'S LANDSCAPING & CONCR	10-44-630	Rainbird 4" pop-up/grate/1/2 spray nozzles	25.08
100383	9/23/2011	JOE'S LANDSCAPING & CONCR	63-56-630	pea gravel	8.59
100383	9/23/2011	JOE'S LANDSCAPING & CONCR	69-47-630	25 rainbird half spray nozzles	55.62
100383	9/23/2011	JOE'S LANDSCAPING & CONCR	69-47-630	2 Rainbird falcon rotors	66.98
100383	9/23/2011	JOE'S LANDSCAPING & CONCR	69-47-630	9 Rainbird pop-ups	67.73
100383	9/23/2011	JOE'S LANDSCAPING & CONCR	69-47-630	5 Rainbird full spray nozzles	11.12

Check Nun	Check D	Name	Account	Description	Amount
100384	9/23/2011	MALLARD EXPRESS AUTO	10-21-6530	Wheel bearings replaced/oil & filter change	284.59
100384	9/23/2011	MALLARD EXPRESS AUTO	10-21-6530	Oil & filter change/tire rotation	69.81
100385	9/23/2011	Mansfield Gas Equipment Systems	63-56-6220	Service/diagnose/repair to CNG fuel station	301.50
100386	9/23/2011	MID VALLEY IT, INC	10-21-6200	IT CONTRACT/PD	613.74
100386	9/23/2011	MID VALLEY IT, INC	10-14-6200	IT CONTRACT/FIN	306.86
100386	9/23/2011	MID VALLEY IT, INC	63-56-6200	IT CONTRACT/WATR	306.87
100386	9/23/2011	MID VALLEY IT, INC	60-50-6200	IT CONTRACT/SEWR	306.87
100387	9/23/2011	NBS	69-47-6200	LMD Aministration fees 10/01/11 to 12/31/11	2,294.62
100388	9/23/2011	NTDSTICHLER ARCHITECTURE	73-70-6200	Prop 84 Grant support/Aquatic center	1,000.00
100389	9/23/2011	OSNER GEORGE	10-00-2540	Planning services Jul-Aug/Area 3 master plan	322.00
100389	9/23/2011	OSNER GEORGE	10-00-2540	Planning services Jul-Aug/Area 3 master plan/10% fee	32.20
100389	9/23/2011	OSNER GEORGE	10-00-5700	Planning services Jul-Aug/Area 3 master plan/10% fee	-32.20
100390	9/23/2011	CITY OF PATTERSON	10-03-6200	Video reimbursement/August 2011	660.00
100391	9/23/2011	PERMA-GREEN HYDROSEEDIN	18-70-7730	Retention billing/downtown plaza restroom project	14,931.40
100392	9/23/2011	P G & E	73-70-6650	Electric/Industrial Way 6/17 to 6/19/11	28.88
100392	9/23/2011	P G & E	10-33-6410	Electric/Deco lighting Fresno St 6/17 to 6/19/11	30.71
100392	9/23/2011	P G & E	10-33-6410	Electric/Deco lighting Fresno St 3/18 to 6/16/11	85.02
100392	9/23/2011	P G & E	10-21-6510	Natural gas purchases 8/8/11 to 9/7/11	34.91
100392	9/23/2011	P G & E	10-33-6510	Natural gas purchases 8/8/11 to 9/7/11	69.82
100392	9/23/2011	P G & E	10-44-6510	Natural gas purchases 8/8/11 to 9/7/11	69.82
100392	9/23/2011	P G & E	60-50-6510	Natural gas purchases 8/8/11 to 9/7/11	34.90
100392	9/23/2011	P G & E	63-56-6510	Natural gas purchases 8/8/11 to 9/7/11	34.90
100393	9/23/2011	RANDHAWA MEDICAL GRP, IN	60-50-6200	Pre-employment physical/Silva	70.00
100393	9/23/2011	RANDHAWA MEDICAL GRP, IN	69-47-6200	Pre-employment physical/Silva	70.00
100393	9/23/2011	RANDHAWA MEDICAL GRP, IN	60-50-6200	Pre-employment physical/Mendonca	46.67
100393	9/23/2011	RANDHAWA MEDICAL GRP, IN	63-56-6200	Pre-employment physical/Mendonca	46.66
100393	9/23/2011	RANDHAWA MEDICAL GRP, IN	10-14-6230	Pre-employment physical/Mendonca	46.67
100394	9/23/2011	SHELL FLEET PLUS	10-33-6500	Gas and diesel purchases/Aug 2011	417.04
100394	9/23/2011	SHELL FLEET PLUS	10-44-6500	Gas and diesel purchases/Aug 2011	274.37
100394	9/23/2011	SHELL FLEET PLUS	63-56-6500	Gas and diesel purchases/Aug 2011	1,084.78
100394	9/23/2011	SHELL FLEET PLUS	60-50-6500	Gas and diesel purchases/Aug 2011	161.17
100394	9/23/2011	SHELL FLEET PLUS	10-21-6500	Gas and diesel purchases/Aug 2011	3,670.86
100394	9/23/2011	SHELL FLEET PLUS	10-22-6500	Gas and diesel purchases/Aug 2011	322.17
100394	9/23/2011	SHELL FLEET PLUS	69-47-6500	Gas and diesel purchases/Aug 2011	148.63
100395	9/23/2011	Singh Ronil	10-01-6640	Fall festival security services/Singh	464.61
100396	9/23/2011	SIRCHIE	10-21-6300	5 Methamphetamine test kits/5 cocaine ID swipes/PD	254.74
100397	9/23/2011	STATE OF CALIFORNIA	10-00-2010	Fingerprint applications/FBI checks/record review	421.00
100397	9/23/2011	STATE OF CALIFORNIA	10-21-6200	Fingerprint applications/Gerardo Mercado	32.00
100397	9/23/2011	STATE OF CALIFORNIA	69-47-6200	Fingerprint applications/Robert Silva	16.00
100397	9/23/2011	STATE OF CALIFORNIA	60-50-6200	Fingerprint applications/Robert Silva	16.00
100398	9/23/2011	STANISLAUS COUNTY	10-21-6510	Natural gas purchase @ morgan rd station	3.02
100398	9/23/2011	STANISLAUS COUNTY	10-44-6510	Natural gas purchase @ morgan rd station	3.34
100399	9/23/2011	STAPLES ADVANTAGE	10-14-6300	Receipt books/	16.61
100399	9/23/2011	STAPLES ADVANTAGE	60-50-6300	Receipt books/	16.61
100399	9/23/2011	STAPLES ADVANTAGE	63-56-6300	Receipt books/	16.60
100399	9/23/2011	STAPLES ADVANTAGE	10-14-6300	mini binder clips/letter openers	2.03
100399	9/23/2011	STAPLES ADVANTAGE	60-50-6300	mini binder clips/letter openers	2.03
100399	9/23/2011	STAPLES ADVANTAGE	63-56-6300	mini binder clips/letter openers	2.03
100399	9/23/2011	STAPLES ADVANTAGE	63-56-6300	8 slot organizer/pens/hp toners/post-it flags/	252.27
100399	9/23/2011	STAPLES ADVANTAGE	10-21-6300	HP combo pak/batteries/badges/month planner/PD	87.63
100400	9/23/2011	SUN VALLEY PORTABLES	10-44-6200	Portable restroom rental	155.73
100401	9/23/2011	TOSTA BARBARA J.	10-45-6720	Young at heart instructor/Aug 2011	195.00
100402	9/23/2011	Tri State Carports, Inc	63-56-7500	STORAGE SHED FOR CORP YARD	1,161.15
100402	9/23/2011	Tri State Carports, Inc	60-50-7500	STORAGE SHED FOR CORP YARD	1,161.15
100403	9/23/2011	DIAS SHERRY & LEX	63-00-2010	Refund Check	20.13

Check Nun	Check D	Name	Account	Description	Amount
100404	9/23/2011	VILLEGAS EVANGELINA MONI	63-00-2010	Refund Check	12.44
100405	9/23/2011	LPS FIELD SERVICES	63-00-2010	Refund Check	35.04
100406	9/23/2011	MATTOS NEWSPAPERS, INC.	10-06-6300	UPS freight/blueprint award application	23.88
100406	9/23/2011	MATTOS NEWSPAPERS, INC.	10-06-6600	Auto zone public notice	162.00
100406	9/23/2011	MATTOS NEWSPAPERS, INC.	10-14-6300	2-part utility service forms	81.41
100406	9/23/2011	MATTOS NEWSPAPERS, INC.	60-50-6300	2-part utility service forms	81.42
100406	9/23/2011	MATTOS NEWSPAPERS, INC.	63-56-6300	2-part utility service forms/notice to bid/surplus trucks	137.42
100406	9/23/2011	MATTOS NEWSPAPERS, INC.	10-21-6300	misc forms/PD	1,204.21
100406	9/23/2011	MATTOS NEWSPAPERS, INC.	10-01-6620	Fall festival ad	275.00
100406	9/23/2011	MATTOS NEWSPAPERS, INC.	18-32-7510	Legal ad/Main st intersection rehab project	902.00
100407	9/23/2011	WEST SIDE PUBLIC SCALE	60-50-6230	Weight tags for WWTP	9.00
100408	9/23/2011	Williams Ashley	10-01-6640	Fall festival security/Williams	504.68
100409	9/23/2011	YANCEY LUMBER COMPANY	63-56-6300	Concrete/padlock/sump pumpsolder/shovel	242.63
100409	9/23/2011	YANCEY LUMBER COMPANY	10-33-6300	Wastebasket/drywall mud/seal/concrete patcher	272.58
100409	9/23/2011	YANCEY LUMBER COMPANY	10-44-6300	Bobcat rental/misc sprinklers/toilet/paint/oil/ratchett/ext cord	909.03
100409	9/23/2011	YANCEY LUMBER COMPANY	10-44-6660	Bobcat rental/misc sprinklers/toilet/paint/oil/ratchett/ext cord	5.78
100409	9/23/2011	YANCEY LUMBER COMPANY	60-50-7500	redwood/screws/douglas fir	18.51
100409	9/23/2011	YANCEY LUMBER COMPANY	63-56-7500	redwood/screws/douglas fir	18.53
100409	9/23/2011	YANCEY LUMBER COMPANY	69-47-6300	bushings/pvc elbow/mesh sand	29.36
100409	9/23/2011	YANCEY LUMBER COMPANY	60-50-6300	douglas fir/urinal kit	34.54
100409	9/23/2011	YANCEY LUMBER COMPANY	10-21-6300	dog food	50.46
100409	9/23/2011	YANCEY LUMBER COMPANY	10-07-6300	CFL 23 watt	1.92
100409	9/23/2011	YANCEY LUMBER COMPANY	60-50-6220	foot valve/poly part coupling	79.99
100409	9/23/2011	YANCEY LUMBER COMPANY	10-21-6300	mirror and mirror holder	11.58
100409	9/23/2011	YANCEY LUMBER COMPANY	10-33-6510	4X8 OSB boards for CNG flatbed sides	53.11

102,535.04

MINUTES
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
SPECIAL MEETING SEPTEMBER 13, 2011
I.O.O.F. BUILDING, 6:00 P.M., 938 FRESNO STREET

1. Call To Order - Mayor Katen 6:01 P.M.
2. Roll Call **PRESENT:** Davis, Hutchins, Candea, Martina And Mayor Katen.
ABSENT: None.
3. Items from the Public - Non-Agenda Items - None.
4. Tour Of New City Hall Building.

City Manager Holland Led A Walkthrough Of The New City Hall Building. Holland Discussed Potential Building Layouts, Improvements And Issues. He Presented Staff's Vision Of The New City Hall.

5. **Adjournment.**

ACTION: On Motion By Hutchins Seconded By Martina And Unanimously Carried, The Meeting Was Adjourned At 6:46 P.M.

MINUTES
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
REGULAR MEETING SEPTEMBER 13, 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 - Mayor Katen.
4. Roll Call **PRESENT:** Davis, Hutchins, Candea, Martina And Mayor Katen.
ABSENT: None.
5. Declaration Of Conflicts Of Interest - None.
6. Ceremonial Matters - None.
7. Items from the Public - Non-Agenda Items

Wayne Philbrook, Newman Library Branch Manager, Reviewed Some Of The Free Newman Library Programs Being Offered During The Month Of September, Including Preschool Story Time And Teen Game Night.

8. Consent Calendar

- a. Waive All Readings Of Ordinances And Resolutions Except By Title.
- b. Approval Of Warrants.
- c. Approval Of Minutes Of The August 23, 2011 Regular Meeting.
- d. Reappointment Of Kern Hunewill To A Four-Year Term On The Turlock Mosquito Abatement District.
- e. Authorize Staff To Participate In The Love Newman Community Service Day/Campaign.
- f. Adopt Resolution No. 2011-61, A Resolution Approving The Submittal Of An Application To The San Joaquin Valley Air Pollution Control District And Authorizing The City Manager Or The Director Of Public Works To Execute All Grant Documents, Applications, Agreements, Amendments And Requests For Payment Necessary To Secure Grant Funds And Implement The Approved New Vehicle Grant Project.

Council Member Hutchins Requested That Warrant No. 100321 Be Pulled From The Consent Calendar.

ACTION: On A Motion By Hutchins Seconded By Davis And Unanimously Carried, The Warrants With The Exception Of Warrant No. 100321 Were Approved.

ACTION: On A Motion By Candea Seconded By Davis And Unanimously Carried, Warrant No. 100321 Was Approved With Council Member Hutchins Not Participating.

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

9. Public Hearings

- a. Adopt Resolution No. 2011-62, A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.

Mayor Katen Opened The Public Hearing At 7:11 P.M.

There Being No Public Comment, Katen Closed The Public Hearing At 7:12 P.M.

ACTION: On Motion By Davis Seconded By Candea And Unanimously Carried, Resolution No. 2010-62, A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4, Was Adopted.

- b. Hold Public Hearing And Consider Approval Of The Consolidated Annual Performance And Evaluation Report (CAPER) Relating To Its FY 2010-2011 Past Activity.

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

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

ACTION: On Motion By Martina Seconded By Hutchins And Unanimously Carried, The Public Comment Period Was Closed And The 2010-2011 Consolidated Annual Performance Evaluation Report (CAPER) Past Activity For The Community Development Block Grant (CDBG) Program Was Approved.

10. Regular Business

- a. Award Bid For The Purchase Of Two 2012 Ford Pickups To Patchetts Ford.

ACTION: On Motion By Hutchins Seconded By Davis And Unanimously Carried, The City Council Awarded The Bid For The Purchase Of Two 2012 Ford Pickups To Patchetts Ford In The Amount Of \$37,092.66.

- b. Approve A Contract Amendment And Budget Adjustment In The Amount Of \$14,350.00 For The Water Rate And Connection Fee Study With Stantec Consulting Services Inc. And Authorize The City Manager To Execute The Agreement.

Council Member Hutchins Commented That He Thought That Stantec Was Not Well Prepared At The Last Water Rate Ad-Hoc Committee Meeting.

ACTION: On Motion By Candea Seconded By Martina And Unanimously Carried, The City Council Approved A Contract Amendment And Budget Adjustment In The Amount Of \$14,350.00 For The Water Rate And Connection Fee Study With Stantec Consulting Services Inc. And Authorized The City Manager To Execute Said Agreement.

- c. Adopt Resolution No. 2011-63, Awarding The Main Street Intersections Rehabilitation Project To George Reed, Inc. For A Not-To-Exceed Amount Of \$150,035.00.

ACTION: On Motion By Hutchins Seconded By Candea And Unanimously Carried, Resolution No. 2011-63, A Resolution Awarding The Main Street Intersections Rehabilitation Project To George Reed, Inc. For A Not-To-Exceed Amount Of \$150,035.00 Was Adopted.

- d. Adopt Resolution No. 2011-64, A Resolution Authorizing A Part Time Account Clerk I In The Finance Department And A Budget Adjustment.

ACTION: On Motion By Martina Seconded By Candea And Unanimously Carried, Resolution No. 2011-64, A Resolution Authorizing A Part-Time Account Clerk I In The Finance Department And Accompanying Budget Adjustment Was Adopted.

- e. Discussion And Direction Regarding 938 Fresno Street (I.O.O.F. Building).

Council Member Martina Suggested That A Downstairs Pay Station Would Be More Convenient For The Public.

Mayor Katen Remarked That He Initially Agreed With Council Member Martina But That After Some Additional Thought And Conversation With Council Member Hutchins, He Had Reconsidered His Position. Katen Mentioned That He Was Concerned About Leaving Employees Downstairs By Themselves With Limited Supervision And Exposing Them To Additional Safety Risks.

ACTION: The Council Directed Staff To Move Forward With Locating All City Offices Upstairs And To Monitor Citizen Feedback For The Subsequent Three To Six Months.

11. Items From District Five Stanislaus County Supervisor.

Supervisor DeMartini Commented That He Enjoyed The Tour Of The New City Hall Building. DeMartini Informed The Council That The County Board Of Supervisors Had Gone Through The Difficult Process Of Passing Their Budget Earlier In The Day. The Supervisor Reminded Everyone That The Next West Side Healthcare Taskforce Meeting And The Biggest Loser Weigh-Out Would Both Be In Gustine On September 29th And October 15th Respectively.

12. Items From The City Manager And Staff.

City Manager Holland Noted He Has Just Received Word That That Modesto Mayor Jim Ridenour's Health Was Improving. Holland Reminded The Council About The Meet And Greet To Welcome New NCLUSD Superintendent Ed Felt. He Informed The Council That The City Had Hired Sarah Mendonca To Fill The Account Clerk Position Created By The Departure Of Becki Gomez And The Subsequent Promotion Of Alicia Torres. Holland Also Mentioned That Robert Silva Had Been Hired To Fill A Newly Created Part-Time Position In The Public Works Department. He Commented That The Youth Soccer Season Was Well Underway That That They Had A Successful Opening Weekend. Holland Notified That Council That He And The Mayor Would Be Attending An Ag-Preservation Meeting Later In The Week. He Reported That The City's Financial Audit Of The Previous Fiscal Year Was Complete And That The Auditors Reported No Significant Findings.

Chief Richardson Reminded The Community That The City Would Be Hosting A Low Cost Animal Clinic At Pioneer Park From 9:00 AM To Noon On October 8th.

Public Works Director Reynolds Notified The Council That The City Would Soon Be Repairing Some Of The More Pressing Sidewalk Problems Thought The City. Reynolds Notified The Council The His Staff Was In The Process Of Painting Faded Traffic Markings And Replacing Faded Traffic Signs Prior To Winter Season. He Reported That The Reconstruction Of The Main Street Intersections Would Begin In October. Reynolds Updated The Council As To The Status Of Several Other Projects And The Electric Vehicle Grant Application.

Assistant Planner Ocasio Reported That She Was Working On An Firefighter Assistance Grant Application. Ocasio Reminded Everyone That She Would Be A Holding A Public Information Meeting Regarding The Tulare Street Project On Friday, September 23rd In The City Council Chambers At 5:00 PM. She Noted That The City Would Soon Be Proceeding With The EECBG Retrofits. Ocasio Mentioned That The City Had Submitted For The Downtown And Plaza To Be Considered For Two Different Planning Awards.

13. Items From City Council Members.

Council Member Martina Thanked The Fall Festival Committee And City Staff For A Job Well Done; He Stated That The Fall Festival Was A Great Event That Reiterated That The Committee Should Be Commended.

Mayor Katen Reminded The Council The Hurd Barrington School Dedication Would Be Taking Place On October 1st. Katen Echoed Council Member Martina's Comments Regarding The Fall Festival And Congratulated The Newly Crowned Miss Newman.

14. Adjournment.

ACTION: On Motion By Martina Seconded By Candea And Unanimously Carried, The Meeting Was Adjourned At 8:17 P.M.

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **9.a.**
City Council Meeting
of September 27, 2011

PUBLIC HEARING ON SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND

RECOMMENDATION:

Hold a Public Hearing on accepting State of California Supplemental Law Enforcement Services Fund and authorize expenditures for this funding.

BACKGROUND:

The City is scheduled to receive \$100,000 in funding from the State of California as part of AB1913 Funding also referred to as Supplemental Law Enforcement Services Fund (SLESF). We have received this funding for the last ten years. The requirements of this program mandate the funds be spent on "front line needs of municipal police service", that a public hearing be held, and the funding is to supplement and not supplant items in the budget. The final requirement is the funds have to be expended by June 30, 2012, with any remaining funds returned to the State of California.

ANALYSIS:

During the building of FY 11/12 budget, these funds were not anticipated revenue. The last year of funding under this program was originally 2010/2011. With signing of SB89 the State redirected VLF revenues to fund State law enforcement grants (COPS). We currently lose an estimated \$37,884 in VLF revenues but in exchange we receive \$100,000 (the minimum amount) in COPS grant funding. These additional funds supplement existing items in the budget.

FISCAL IMPACT:

There is no fiscal impact as this program does not require matching.

ATTACHMENTS:

Attachment "A" is the Budget Narrative for these funds.

CONCLUSION:

Staff recommends the City Council hold a Public Hearing for accepting and appropriating the Supplemental Law Enforcement Services Fund.

Respectfully submitted,



Randy Richardson
Chief of Police

REVIEWED/CONCUR:



Michael Holland
City Manager

ATTACHMENT "A"

The Chief of Police and his staff have determined the front line needs of our municipal police service. The following identifies those needs:

1. **\$10,000 Overtime Funds**

Covers funding for overtime to cover the cost of increased coverage of officers in the field to offset for additional patrols such as significant investigations, training, special events, and other community needs. These funds are essential to maintain minimum staffing levels on patrol.

2. **\$90,000 Emergency Dispatch**

These funds will assist in the on-going funding for contractual emergency dispatch services that is provided by Stanislaus Regional 911. The cost of these essential services continues to escalate based on improved technology and salaries provided to SR911 staff.

The Department will stay within the parameters of the listed items above but funds may be spent as needed in each of these areas.

Honorable Mayor and Members
of the Newman City Council

AWARD A CONTRACT FOR CEQA SERVICES

RECOMMENDATION:

Adopt Resolution No. 2011- , A Resolution Awarding A Contract To George Osner, AICP For CEQA Services In Relation To WWTP Expansion For A Not-To-Exceed Amount Of \$12,000.00 And Authorizing The City Manager To Execute Said Contract.

BACKGROUND:

In early September 2011, the City released a Request for Proposals (RFP) for CEQA services in relation to the assessment of potential environmental impacts associated with expanding the in-kind treatment storage and reclamation capacity of the existing Newman WWTP. The RFP requested professional consulting services to provide all necessary CEQA reviews and documentation for inclusion in the City's Report of Waste Discharge that will be submitted to the Regional Water Quality Control Board.

ANALYSIS:

A total of 3 proposals were received for the update, they are as follows:

Contractor	Proposed Cost
George Osner, AICP	\$10,829.00
EMC Planning	\$19,918.00
Coast Plans	Option 1 \$10,120.00
	Option 2 \$26,017.00 (includes Biological Assessment)

Of those firms, staff believes that George Osner, AICP should be contracted for CEQA services. Not only does Mr. Osner have the experience necessary to perform this type of work, he has positive references and is experienced with the central valley region. His proposed cost for CEQA services is \$10,829.00 (time and materials); which is budgeted in the Capital Sewer Impact Fee fund.

FISCAL IMPACT:

Not to exceed \$12,000.00 (includes an extra 10% to allow for additional time and materials if needed) - This is a budgeted item

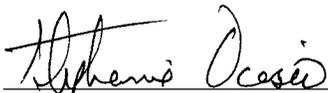
CONCLUSION:

Staff recommends that the Council adopt a resolution awarding a contract for CEQA Consultant Services with George Osner, AICP for CEQA services in relation to the assessment of potential environmental impacts associated with expanding the in-kind treatment storage and reclamation capacity of the existing Newman WWTP in an amount not to exceed \$12,000.00 (to allow for additional time and materials), and authorize the City Manager to execute said agreement.

ATTACHMENTS:

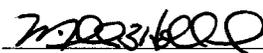
1. Exhibit A – Draft Resolution No. 2011-
2. Exhibit B – George Osner's Proposal

Respectfully submitted,



Stephanie Ocasio
Assistant Planner

REVIEWED/CONCUR



Michael Holland
City Manager

RESOLUTION NO. 2011-

A RESOLUTION AWARDING A CONTRACT TO GEORGE OSNER, AICP FOR CEQA SERVICES IN RELATION TO WWTP EXPANSION FOR A NOT-TO-EXCEED AMOUNT OF \$12,000.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT.

WHEREAS, the City of Newman is desirous of expanding its in-kind treatment storage and reclamation capacity of the existing Waste Water Treatment Plant (WWTP); and

WHEREAS, the Regional Water Quality Control Board requires the City to submit a Report of Waste Discharge prior to expansion; and

WHEREAS, California law requires that this type of project undergo an environmental assessment (per the California Environmental Quality Act or CEQA); and

WHEREAS, the City of Newman has solicited for and received the following proposals for CEQA services in relation to the proposed WWTP expansion; and

Contractor		Proposed Cost
George Osner, AICP		\$10,829.00
EMC Planning		\$19,918.00
Coast Plans	<i>Option 1</i>	\$10,120.00
	<i>Option 2</i>	\$26,017.00 (includes Biological Assessment)

WHEREAS, George Osner, AICP with his extensive central valley experience and references offered the most desired proposal in the amount of \$10,829.00 (time and materials); and

WHEREAS, funds for the project are available through the Capital Sewer Impact Fee fund; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newman that George Osner, AICP who offered the most desirable proposal be awarded the bid for providing CEQA services for inclusion in the City's Report of Waste Discharge that will be submitted to the Regional Water Quality Control Board in the amount of \$10,829.00 and not to exceed \$12,000.00.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 27th day of September, 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

City Clerk of the City of Newman

George Osner, AICP

1124 Brady Ave.
Modesto, CA 95350
209-985-3846
gosner@ainet.com



September 19, 2011

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

Re: Proposal for CEQA Services, Newman Wastewater Treatment Expansion

Dear Mr. Holland:

This letter constitutes a brief proposal to provide CEQA documentation for the proposed wastewater treatment facilities expansion to be used in connection with the City's application to the Regional Water Quality Control Board for this project. The following project understandings are based my site visit with staff and observation of the site.

I understand the project to consist of the following items, and this proposal is predicated on this understanding.

- I. Additional aeration: a portion (about 5 acres of a 55 acre pond) of the existing oxidation pond will be segregated with a baffle curtain and will have aeration devices added to become a part of the aeration phase of treatment, supplementing the existing aeration ponds. Appurtenant electrical work and piping will be constructed as a part of this phase.
- II. Additional irrigation/land disposal. The city will install piping and irrigation facilities to provide for flood irrigation of additional City-owned lands. These lands are currently in agricultural use and are currently irrigated with pumped groundwater. The use will remain the same as currently (alfalfa and crops such as corn and oats). The site will be laser-leveled consistent with typical agricultural practice. Appurtenant irrigation pipelines and structures will be constructed.
- III. Installation of two monitoring wells.

It is my understanding that all pumps will be powered by electricity, that no new internal combustion engines (pumps, generators, etc.) will be installed as a part of this work.

Based on a site visit made on September 19 to assess the potential scope of work, I observed that all work under this project is to be done within or on land adjacent to (and under City ownership) the City's Wastewater Treatment Facility at 2600 Hills Ferry Road. The site is generally flat with some raised areas for ponding and consists of ponds, piping, ditches, pumping and irrigated



fields. The site is home to a variety of water birds and fauna typical of agricultural areas in western Stanislaus County.

It appears that a Mitigated Negative Declaration tiered from the City's General Plan EIR will be the appropriate document type for this project. It is assumed that the project is designed to provide service that will not exceed the amount required to serve the General Plan anticipated development and thus will not create new growth-inducing impacts.

The City's General Plan EIR will provide the basis for several topics, notably including cumulative impacts related to the growth of the City.

It appears that potential areas of consideration will likely include Air Quality, Biological Resources and Cultural Resources.

This scope assumes that no new primary analysis of these topics will be required. The scope does not provide for wetlands delineation or breeding season surveys or other specialized biological opinions and studies. It does not provide for cultural/archeological/historical surveys or studies. It does not provide for a GHG inventory.

Approach

The proposed approach to CEQA documentation for this project is divided into five tasks as set forth below. As noted, this approach is based on preparation of a Mitigated Negative Declaration tiered from the City's General Plan EIR.

Task 1: Project startup

Schedule: 2 weeks beginning with Notice to Proceed

Description: Meet with staff as needed to obtain background materials. Site visit/assessment. Consult by phone as necessary with project engineer and RWQCB staff.

City to provide detailed project description, scale plan drawing of site and proposed improvements, General Plan and EIR, Wastewater Master Plan and any available CEQA documents for WWMP and any recent improvements at the plant.

Deliverable: Notice of Intent to adopt MND (NOI) (City to circulate and provide any comments received to consultant) (circulate for 30 days, overlaps draft document preparation)

Task 2: Prepare Draft Initial Study/Mitigated Negative Declaration (IS/MND)

The IS will follow a format based on the General Plan EIR, consistent with CEQA Guidelines Appendix G.

Schedule: 5 weeks, overlaps with NOI circulation

Meetings: phone consults with staff as needed

Deliverable: Draft IS/MND with all impacts and mitigation identified. Delivered in Word format.

**Task 3: Circulate MND**

Schedule: 5 weeks

City to circulate MND and provide any comments received to consultant. (30 days).

Task 4: Prepare Final IS/MND with summary Mitigation Monitoring and Reporting Program (MMRP)

Schedule: 2 weeks

Deliverable: IS/MND for project adoption. Scope also allows for assistance with resolution language. Delivered in Word format. Also provide NOD; staff to file NOD

Task 5: Hearings

Attend one City Council hearing.

Schedule summary:

Task 1: 2 Weeks

Circulation of NOI and Task 2: 5 weeks

Task 3: 5 weeks

Task 4: 2 Weeks

Task 5: Immediately following Task 4

Overall, from Notice to Proceed, a minimum of 14 weeks will be required. As this schedule will likely overlap with the winter holiday season, it would be well to allow for 2 to 3 weeks additional to allow for staff and reviewers' absences.

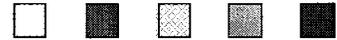
Budget

The following budget is a not-to-exceed amount and the rates and amounts shown will remain valid for a minimum of 90 days (and throughout the life of the contract once entered).

All labor hours are to be carried out by the Principal and sole party to this contract, George Osner AICP. The Principal rate is \$140/hour. Mileage will be charged at the standard federal rate.

Task	Hours	Labor	Direct Costs	Total
1	24	\$3,360	\$63	\$3,423
2	36	\$5,040	\$63	\$5,103
3	0	\$0		\$0
4	12	\$1,680		\$1,680
5	4	\$560	\$63	\$623
Total	76	\$10,640	\$189	\$10,829

Additional meetings or tasks beyond those identified in the scope of work are available at the chargeable rate identified above.



Contract provisions and Insurance

As I have recently worked with the City of Newman I am familiar with the contract and insurance requirements of the City they are acceptable.

I look forward to the opportunity to be of further service to the City of Newman and will be happy to discuss any of the provisions of this proposal.

Very truly yours,

George Osner, AICP

Honorable Mayor and Members
of the Newman City Council

**AUTHORIZE CITY MANAGER TO ENTER INTO A ONE-YEAR
CONTRACT WITH AJM PROPERTY MANAGEMENT INC.**

RECOMMENDATION:

Staff recommends the Council authorize the City Manager to enter into a one-year contract with AJM Property Management Inc. (formerly Stephens & Borelli) with respect to the ground level suites in the I.O.O.F. Building.

BACKGROUND:

In July 2011, the City purchased the I.O.O.F. Building located at 938 Fresno Street. The two-story building has seven (7) ground level suites. Currently, three suites are leased and four remain open. AJM Property Management Inc. has been managing said property for more than five years.

ANALYSIS:

The proposal is a one-year contract with AJM Property Management Inc. Members of AJM staff have significant knowledge of and experience within the Newman commercial real estate market. In addition, staff believes it is wise to utilize an outside management company for the ground level suites. A one-year property management contract will allow staff time to focus efforts on the City Hall move and provide ample time to review the level of service from the Broker. AJM Property Management is a locally owned and operated Company.

FISCAL IMPACT:

Fees associated with the proposed contract include:

- City shall pay an 8% management fee of gross income collected.
- Tenant shall pay a one-time Leasing Fee of \$250 to Broker.
- City shall be responsible for all eviction fees.
- City agrees to pay a 10% service fee for all repairs managed by Broker

CONCLUSION:

In an effort to provide continuity, professional experience and to allow staff to remain focused on the preparations necessary for the move to the new City Hall building, staff is recommending the City utilize a property management firm for the ground level suites. Based upon their experience with the I.O.O.F. building and knowledge of the local community/market, staff recommends the Council authorize the City Manager to enter into a one-year contract with AJM Property Management Inc.

ATTACHMENTS:

1. Copy of the contract
2. Ground level floor plan

Respectfully submitted,



Michael Holland
City Manager



PROPERTY MANAGEMENT AGREEMENT

(C.A.R. Form PMA, Revised 4/11)

City of Newman, ("Owner"), and

AJM Property Management Inc. ("Broker"), agree as follows:

- 1. APPOINTMENT OF BROKER: Owner hereby appoints and grants Broker the exclusive right to rent, lease, operate, and manage the property(ies) known as ICOF Building, aka, 926, 930, 934 936 Fresno St, and 1404 & 1406 Main St., Newman CA 95360 upon the terms below, for the period beginning (date) August 30, 2011 and ending (date) August 30, 2012, at 11:59 PM. (If checked:) [] Either party may terminate this Property Management Agreement ("Agreement") on at least 30 days written notice months after the original commencement date of this Agreement. After the exclusive term expires, this Agreement shall continue as a non-exclusive agreement that either party may terminate by giving at least 30 days written notice to the other.
2. BROKER ACCEPTANCE: Broker accepts the appointment and grant, and agrees to:
A. Use due diligence in the performance of this Agreement.
B. Furnish the services of its firm for the rental, leasing, operation and management of the Property.
3. AUTHORITY AND POWERS: Owner grants Broker the authority and power, at Owner's expense, to:
A. ADVERTISING: Display FOR RENT/LEASE and similar signs on the Property and advertise the availability of the Property, or any part thereof, for rental or lease.
B. RENTAL; LEASING: Initiate, sign, renew, modify or cancel rental agreements and leases for the Property, or any part thereof; collect and give receipts for rents, other fees, charges and security deposits. Any lease or rental agreement executed by Broker for Owner shall not exceed 3 year(s) or [] shall be month-to-month. Unless Owner authorizes a lower amount, rent shall be: [x] at market rate; OR [] a minimum of \$ per ; OR [] see attachment.
C. TENANCY TERMINATION: Sign and serve in Owner's name notices that are required or appropriate; commence and prosecute actions to evict tenants; recover possession of the Property in Owner's name; recover rents and other sums due; and, when expedient, settle, compromise and release claims, actions and suits and/or reinstate tenancies.
D. REPAIR; MAINTENANCE: Make, cause to be made, and/or supervise repairs, improvements, alterations and decorations to the Property; purchase, and pay bills for, services and supplies. Broker shall obtain prior approval of Owner for all expenditures over \$ 500.00 for any one item. Prior approval shall not be required for monthly or recurring operating charges or, if in Broker's opinion, emergency expenditures over the maximum are needed to protect the Property or other property(ies) from damage, prevent injury to persons, avoid suspension of necessary services, avoid penalties or fines, or suspension of services to tenants required by a lease or rental agreement or by law, including, but not limited to, maintaining the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.10.
E. REPORTS, NOTICES AND SIGNS: Comply with federal, state or local law requiring delivery of reports or notices and/or posting of signs or notices.
F. CONTRACTS; SERVICES: Contract, hire, supervise and/or discharge firms and persons, including utilities, required for the operation and maintenance of the Property. Broker may perform any of Broker's duties through attorneys, agents, employees, or independent contractors and, except for persons working in Broker's firm, shall not be responsible for their acts, omissions, defaults, negligence and/or costs of same.
G. EXPENSE PAYMENTS: Pay expenses and costs for the Property from Owner's funds held by Broker, unless otherwise directed by Owner. Expenses and costs may include, but are not limited to, property management compensation, fees and charges, expenses for goods and services, property taxes and other taxes, Owner's Association dues, assessments, loan payments and insurance premiums.
H. SECURITY DEPOSITS: Receive security deposits from tenants, which deposits shall be [] given to Owner, or [x] placed in Broker's trust account and, if held in Broker's trust account, pay from Owner's funds all interest on tenants' security deposits if required by local law or ordinance. Owner shall be responsible to tenants for return of security deposits and all interest due on security deposits held by Owner.
I. TRUST FUNDS: Deposit all receipts collected for Owner, less any sums properly deducted or disbursed, in a financial institution whose deposits are insured by an agency of the United States government. The funds shall be held in a trust account separate from Broker's personal accounts. Broker shall not be liable in event of bankruptcy or failure of a financial institution.
J. RESERVES: Maintain a reserve in Broker's trust account of \$
K. DISBURSEMENTS: Disburse Owner's funds, held in Broker's trust account, in the following order:
(1) Compensation due Broker under paragraph 6.
(2) All other operating expenses, costs and disbursements payable from Owner's funds held by Broker.
(3) Reserves and security deposits held by Broker.
(4) Balance to Owner.
L. OWNER DISTRIBUTION: Remit funds, if any are available, monthly (or []), to Owner.
M. OWNER STATEMENTS: Render monthly, (or []), statements of receipts, expenses and charges for each Property.
N. BROKER FUNDS: Broker shall not advance Broker's own funds in connection with the Property or this Agreement.
O. KEYSAFE/LOCKBOX: [] (If checked) Owner authorizes the use of a keysafe/lockbox to allow entry into the Property and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).
4. OWNER RESPONSIBILITIES: Owner shall:
A. Provide all documentation, records and disclosures as required by law or required by Broker to manage and operate the Property, and immediately notify Broker if Owner becomes aware of any change in such documentation, records or disclosures, or any matter affecting the habitability of the Property.

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Owner's Initials () ()
Broker's Initials (AJM) ()

Reviewed by Date



PROPERTY MANAGEMENT AGREEMENT (PMA PAGE 1 OF 3)

Agent: Stephens & Borrelli Phone: (209)862-2884 Fax: (209)862-0743 Prepared using zipForm® software
Broker: Stephens & Borrelli 1350 Main St. Newman, CA 95360

Owner Name: City of Newman

Date: August 30, 2011

- B. Indemnify, defend and hold harmless Broker, and all persons in Broker's firm, regardless of responsibility, from all costs, expenses, suits, liabilities, damages, attorney fees and claims of every type, including but not limited to those arising out of injury or death of any person, or damage to any real or personal property of any person, including Owner, for: (i) any repairs performed by Owner or by others hired directly by Owner; or (ii) those relating to the management, leasing, rental, security deposits, or operation of the Property by Broker, or any person in Broker's firm, or the performance or exercise of any of the duties, powers or authorities granted to Broker.
 - C. Maintain the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.10 and other applicable law.
 - D. Pay all interest on tenants' security deposits if required by local law or ordinance.
 - E. Carry and pay for: (i) public and premises liability insurance in an amount of no less than \$1,000,000; and (ii) property damage and worker's compensation insurance adequate to protect the interests of Owner and Broker. Broker shall be, and Owner authorizes Broker to be, named as an additional insured party on Owner's policies.
 - F. Pay any late charges, penalties and/or interest imposed by lenders or other parties for failure to make payment to those parties, if the failure is due to insufficient funds in Broker's trust account available for such payment.
 - G. Immediately replace any funds required if there are insufficient funds in Broker's trust account to cover Owner's responsibilities.
5. **OWNER REPRESENTATIONS:** Owner represents that, unless otherwise specified in writing, Owner is unaware of: (i) any recorded Notice of Default affecting the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that does or may affect the Property or Owners ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the term of this Agreement.
6. **TAX WITHHOLDING:** If Owner is not a California Resident or a corporation or LLC qualified to conduct business in California, Owner authorizes Broker to withhold and transmit to California Franchise Tax Board ("FTB") 7% of the GROSS payments to Owner that exceed \$1,000 received by Broker, unless Owner completes and transmits to Broker FTB form 589, nonresident reduced withholding request, FTB form 588, nonresident withholding waiver, or FTB form 590, withholding exemption certificate.
7. **DISCLOSURE:**
- A. **LEAD-BASED PAINT**
- (1) The Property was constructed on or after January 1, 1978.
- OR (2) The Property was constructed prior to 1978.
- (i) Owner has no knowledge of lead-based paint or lead-based paint hazards in the housing except: _____
- (ii) Owner has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing, except the following, which Owner shall provide to Broker: _____
- B. **POOL/SPA DRAIN**
- Any pool or spa on the property does (or, does not) have an approved anti-entrapment drain cover, device or system.
8. **COMPENSATION:**
- A. Owner agrees to pay Broker fees in the amounts indicated below for:
- (1) Management: 8% of the Gross Income collected
- (2) Renting or Leasing: Leasing Fee to be charged to Tenant in the amount of \$250.00
- (3) Evictions: Owner to pay all eviction fees
- (4) Preparing Property for rental or lease: _____
- (5) Managing Property during extended periods of vacancy: _____
- (6) An overhead and service fee added to the cost of all work performed by, or at the direction of, Broker: 10% of total repair
- (7) Other: _____
- B. This Agreement does not include providing on-site management services, property sales, refinancing, preparing Property for sale or refinancing, modernization, fire or major damage restoration, rehabilitation, obtaining income tax, accounting or legal advice, representation before public agencies, advising on proposed new construction, debt collection, counseling, attending Owner's Association meetings or _____
- If Owner requests Broker to perform services not included in this Agreement, a fee shall be agreed upon before these services are performed.
- C. Broker may divide compensation, fees and charges due under this Agreement in any manner acceptable to Broker.
- D. Owner further agrees that:
- (1) Broker may receive and keep fees and charges from tenants for: (i) requesting an assignment of lease or sublease of the Property; (ii) processing credit applications; (iii) any returned checks and/or (if checked) late payments; and (iv) any other services that are not in conflict with this Agreement.
- (2) Broker may perform any of Broker's duties, and obtain necessary products and services, through affiliated companies or organizations in which Broker may own an interest. Broker may receive fees, commissions and/or profits from these affiliated companies or organizations. Broker has an ownership interest in the following affiliated companies or organizations: _____
- Broker shall disclose to Owner any other such relationships as they occur. Broker shall not receive any fees, commissions or profits from unaffiliated companies or organizations in the performance of this Agreement, without prior disclosure to Owner.
- (3) Other: _____
9. **AGENCY RELATIONSHIPS:** Broker may act, and Owner hereby consents to Broker acting, as dual agent for Owner and tenant(s) in any resulting transaction. If the Property includes residential property with one-to-four dwelling units and this Agreement permits a tenancy in excess of one year, Owner acknowledges receipt of the "Disclosure Regarding Agency Relationships" (C.A.R. Form AD). Owner understands that Broker may have or obtain property management agreements on other property, and that potential tenants may consider, make offers on, or lease through Broker, property the same as or similar to Owner's Property. Owner consents to Broker's representation of other owners' properties before, during and after the expiration of this Agreement.
10. **NOTICES:** Any written notice to Owner or Broker required under this Agreement shall be served by sending such notice by first class mail or other agreed-to delivery method to that party at the address below, or at any different address the parties may later designate for this purpose. Notice shall be deemed received three (3) calendar days after deposit into the United States mail OR _____

Owner's Initials () ()

Broker's Initials () ()

Reviewed by _____ Date _____



11. DISPUTE RESOLUTION

A. MEDIATION: Owner and Broker agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction before resorting to arbitration or court action, subject to paragraph 11B(2) below. Paragraph 11B(2) below applies whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.

B. ARBITRATION OF DISPUTES: (1) Owner and Broker agree that any dispute or claim in law or equity arising between them regarding the obligation to pay compensation under this agreement, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraph 11B(2) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. The parties shall have the right to discovery in accordance with Code of Civil Procedure § 1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part III of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act.

(2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from mediation and arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code § 2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation and arbitration provisions.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Owner's Initials _____ / Broker's Initials _____

12. EQUAL HOUSING OPPORTUNITY: The Property is offered in compliance with federal, state and local anti-discrimination laws.

13. ATTORNEY FEES: In any action, proceeding or arbitration between Owner and Broker regarding the obligation to pay compensation under this Agreement, the prevailing Owner or Broker shall be entitled to reasonable attorney fees and costs from the non-prevailing Owner or Broker, except as provided in paragraph 11A.

14. ADDITIONAL TERMS: Keysafe/Lockbox Addendum (C.A.R. Form KLA); Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD)

15. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

Owner warrants that Owner is the owner of the Property or has the authority to execute this contract. Owner acknowledges Owner has read, understands, accepts and has received a copy of the Agreement.

Owner _____ Date _____

Owner City of Newman Print Name _____ 946000381 Social Security/Tax ID # (for tax reporting purposes)

Address P.O. Box 787 City Newman State CA Zip 95360

Telephone (298) 862-3725 Fax _____ E-mail _____

Owner _____ Date _____

Owner _____

Owner _____ Print Name _____ Social Security/Tax ID # (for tax reporting purposes)

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Real Estate Broker (Firm) PMA Property Management Inc. Date 09/12/2011

By (Agent) John A. Borrelli John A. Borrelli DRE Lic. #: 00592708

Address 1355 Main Street City Newman State CA Zip 95360

Telephone (209) 862-3232 Fax (209) 862-0743 E-mail John@jborrelli.com

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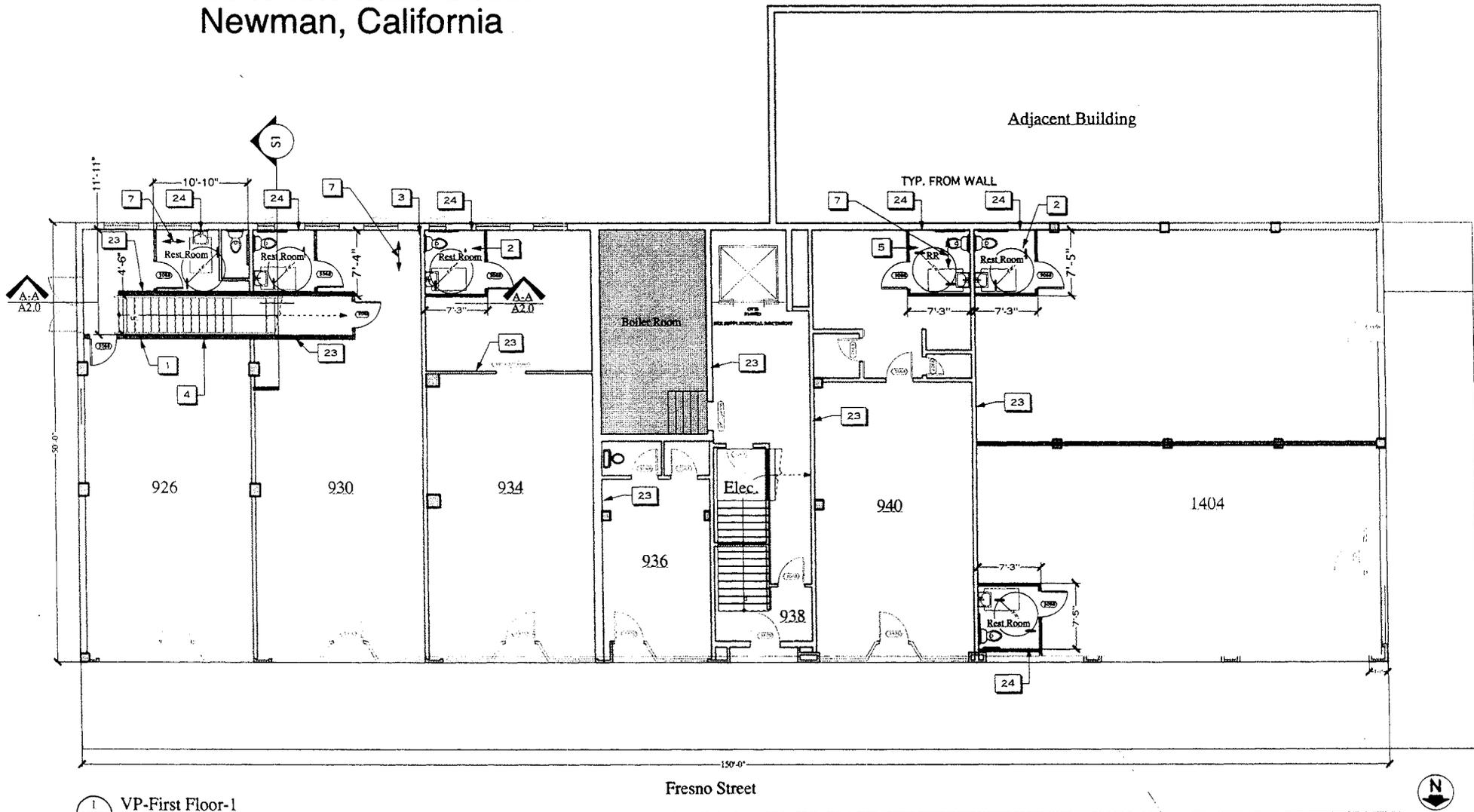
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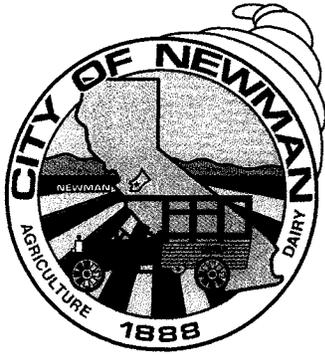


Independent Order of Odd Fellows Fresno and Main Street Newman, California



1 VP-First Floor-1
A2.0 Scale: 1/8" = 1'-0"

Fresno Street



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

**Date: September 27, 2011
To: Mayor and City Council
From: Michael E. Holland, City Manager**

Subject: City Council Item No. 10.c. - Stanislaus County Mayor's Ag Preservation Map.

Staff and Mayor Katen will lead a discussion regarding the work being done by the nine (9) Stanislaus County Mayors in regards to Ag Preservation. The discussion will include an overview of the process, the current state of affairs and the desired results. At the end of the discussion, staff will recommend that the matter be sent to the Planning Commission for discussion and a recommendation to the City Council.