



AGENDA
NEWMAN CITY COUNCIL
REGULAR MEETING MAY 22, 2012
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 May 8, 2012 Regular Meeting. ([View Minutes](#))
 - d. Authorize City Manager To Execute A Lease Agreement With The Newman Crows Landing Unified School District For 1162 Main Street. ([View Report](#))
9. Public Hearings.
10. Regular Business
 - a. Report On Investments. ([View Report](#))
 - b. Report On Ordinances Relating To Utility Billing And Possible Changes To Said Ordinances. ([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

May 22 – City Council - 7:00 P.M.

May 25 – City Furlough Day – City Offices Closed.

May 28 – Memorial Day Holiday – City Offices Closed.

June 12 – City Council - 7:00 P.M.

June 13 – Newman Quasquicentennial (125 Years) Planning Committee Meeting – 6:00 P.M.

June 14 – Newman RDA Successor Agency Oversight Board Regular Meeting - 3:30 P.M.

June 14 – Recreation Commission – 7:00 P.M.

June 16 – NCLUSD Board Meeting - 6:00 P.M.

June 17 – Father’s Day.

June 19 – Two-On-Two Meeting With The School Board - 4:00 P.M.

June 21 – Planning Commission – 7:00 P.M.

June 26 – City Council - 7:00 P.M.

June 27 – Newman Quasquicentennial (125 Years) Planning Sub-Committee Meeting – 6:00 P.M.



MINUTES
NEWMAN CITY COUNCIL
REGULAR MEETING MAY 8, 2012
CITY COUNCIL CHAMBERS, 7:00 P.M., 1200 MAIN STREET

1. **Call To Order** - Mayor Katen 7:01 P.M.
2. **Pledge Of Allegiance.**
3. **Invocation** - 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. Proclamation - Asthma Awareness Month.

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

7. Items from the Public - Non-Agenda Items

Tom Powell, NewmanHistorical Society, Requested That The City Council Give The Yancey Building To Someone Who Could Preserve It Because The Building Has Sat Idle For Seven Years Without Progress And Currently The City Has No Means Of Renovating It. Powell Noted That Tony T. Azevedo Of Stevinson Is Willing To Place The Building On His Property And That Mr. Azevedo Already Has Several Historic Structures Located On His Ranch. He Mentioned That Mr. Azevedo Is Prepared To Renovate The Building And Incur All Moving Expenses. Powell Stated That The Historical Society Would Rather See The Building Moved And Restored As Opposed To Letting It Further Deteriorate Until The City Has Adequate Funds To Repair The Building.

8. Consent Calendar

- a. Waive All Readings Of Ordinances And Resolutions Except By Title.
- b. Approval Of Warrants.
- c. Approval Of Minutes Of The April 24, 2012 Regular Meeting.
- d. Adopt Resolution No. 2012-29, A Resolution Authorizing A Change In Garbage Collection Rates Per Contractual Agreement With Bertolotti.

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

9. Public Hearings

- a. Adopt Resolution No. 2012-30, A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.

Mayor Katen Opened The Public Hearing At 7:13 P.M.

There Being No Public Comment, Katen Closed The Public Hearing At 7:14 P.M.

ACTION: On Motion By Hutchins Seconded By Davis And Unanimously Carried, Resolution No. 2012-30, A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4, Was Adopted.

10. Regular Business

- a. Adopt Resolution No. 2012-31, A Resolution Initiating Proceedings For The Levy And Collection Of Assessments For The Lighting And Landscape Maintenance District For Fiscal Year 2012/2013 And Ordering Preparation Of The Engineer's Report.

Council Member Hutchins Requested That Last Year's Engineer's Report Be Included In The Next Report Regarding The Lighting And Landscape Maintenance Districts.

ACTION: On Motion By Martina Seconded By Candea And Unanimously Carried, Resolution No. 2012-31, A Resolution Initiating Proceedings For The Levy And Collection Of Assessments For The Lighting And Landscape Maintenance District For Fiscal Year 2012/2013 And Ordering Preparation Of The Engineer's Report, Was Adopted.

- b. Report On Awarding Contract For Repairs To 1162 Main Street.

ACTION: On Motion By Candea Seconded By Martina And Unanimously Carried, The City Council Awarded The Contract For The 1162 Main Street Repairs To Dave Silveira Construction For An Amount Not-To-Exceed \$10,000 And Authorized For A Budget Adjustment For Said Repairs.

11. Items From District Five Stanislaus County Supervisor.

Supervisor DeMartini Noted That The West Park Developer Will Be Requesting That The Board Of Supervisors Grant Him A Six Month Extension To Complete Related Studies And Reports. DeMartini Encouraged The City To Express Its Concerns About The West Park Project. He Mentioned That He Thought The West Park Project Would Be Before The Board Of Supervisors In June. He Reminded Everyone That The Next West Side Healthcare Taskforce Meeting Will Be In Patterson On Thursday, May 10th. DeMartini Reported That The West Side Walk Campaign Will Commence June 6th And Run Through The Beginning Of August.

12. Items From The City Manager And Staff.

City Manager Holland Reported That On The 2nd Tuesday Of Each Month, A Representative From Senator Canella's Office Will Host Business Hours At City Hall From 9:00 A.M. To 11:00 A.M. Holland Reminded Everyone That The Next RDA Oversight Board Meeting Was Scheduled For Thursday May 10th And That The Non-Motorized Transportation Plan Meeting Would Be On May 16th At The L.J. Memorial Building. He Noted That Due To Bidding Issues, The City's Council Chamber Project Will Be Delayed. Holland Mentioned That He Was Close To Finalizing A Lease Agreement With The Newman Crows Landing Unified School District For The Old City Hall Building Located At 1162 Main Street.

Public Works Director Reynolds Reported That The Love Newman Day Volunteer Day Was Successful And Thanked The Community For Their Efforts. Reynolds Mentioned The His Department

Removed The Sherman Park Fence Due To Deterioration And That Over 100 Trees Had Already Been Planted As Part Of The Cal Fire Urban Forestry Grant. Reynolds Informed The Council That The City Experienced Some Copper Wire Theft Along Sherman Parkway.

Assistant Planner Ocasio Encouraged Citizens To Attend Both The Non-Motorized Transportation Plan And 125th Anniversary Meetings.

13. Items From City Council Members.

Council Member Hutchins Noted That He Will Be Bringing The Council Information Regarding Various State Legislation. Hutchins Mentioned That He Had Met With Local State Representatives Regarding Local Issues And Noted That They Are Supportive Of The City And Its Plight.

Mayor Katen Noted That He Was Concerned About The Calaveras Mine Project And Questioned If Supervisor DeMartini Supported The Project. Katen Reported That He Had Attended A Recent City Of Patterson Council Meeting Along With Other Mayors Goken And Madueno Regarding The Mayor's Group Planning Areas. He Remarked That He Thought That Patterson Was Now More Receptive To The Idea And That In Fact, The Patterson City Council Agreed To Send It To Their Planning Commission For Review.

DeMartini Noted That He Had Concerns Regarding The Calaveras Mine Project But Would Wait To Make A Final Decision And Concluded By Saying That He Was Not In Favor Of Taking Agricultural Land Out Of Production.

14. Adjournment.

ACTION: On Motion By Mayor Katen Seconded By Hutchins And Unanimously Carried, The Meeting Was Adjourned At 7:52 P.M.

Honorable Mayor and Members
of the Newman City Council

**AUTHORIZE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH THE
NEWMAN CROWS LANDING UNIFIED SCHOOL DISTRICT FOR 1162 MAIN STREET**

RECOMMENDATION:

It is recommended that the City Council authorize City Manager lease agreement with Newman Crows Landing Unified School District for 1162 Main Street.

BACKGROUND:

In April 2012, the City relocated City Hall operations from 1162 Main Street to 938 Fresno Street. The City continues to own the former location, 1162 Main Street. Upon learning of the City's move, the District and the City began negotiations regarding their use of the building for a District office. Their current office requires upgrades that are proving to be too costly.

ANALYSIS:

The proposed lease is a standard five year commercial lease agreement put together by the City Attorney. The rents are set in accordance with Council direction provided in closed session:

Year 1 No rent	(June 1, 2012 – June 30, 2013)
Year 2 \$500 per month	(July 1, 2013 – June 30, 2014)
Year 3 \$750 per month	(July 1, 2014 – June 30, 2015)
Year 4 \$750 per month	(July 1, 2015 – June 30, 2016)
Year 5 \$1,000 per month	(July 1, 2016 – June 30, 2017)

FISCAL IMPACT:

The lease agreement is fiscally positive.

CONCLUSION:

Overall, the lease agreement provides a win-win situation for both organizations. The City receives a solid tenant with the financial wherewithal and staff levels to keep rents current and maintain the property in a professional manner. The District receives a discounted lease agreement and a prime location in the downtown to serve the community. Staff recommends the Council approve said lease and authorize the City Manager to execute said agreement.

ATTACHMENTS:

1. Copy of lease agreement.

Respectfully Submitted:



Michael E. Holland
City Manager

COMMERCIAL LEASE AGREEMENT

This Lease Agreement ("Lease") is entered as of June 1, 2012 by and between the **City of Newman** ("Lessor") and the **Newman-Crows Landing Unified School District (NCLUSD)** ("Lessee"). Lessor and Lessee may each be referred to individually herein as a "Party" or collectively as the "Parties." There are no other parties to this lease.

RECITALS

WHEREAS, Lessor and Lessee each desire to enter into this lease on the terms and conditions set forth below.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. PREMISES: Lessor hereby leases that office space, conference room, lobby and common areas commonly known as 1162 Main Street, Newman, CA 95360 (the "Premises") as further depicted in **Exhibit A** attached this lease and incorporated herein.

2. LEASE TERM: The lease will begin on June 1st, 2012 and will end on June 30th, 2017 (the "Lease Term"). Either Party may cancel this lease with 30 days written notice to the other Party.

3. USE. The Premises are for the sole use of an administrative office. No other use is permitted without lessor's prior written consent. If any use by lessee causes an increase in the premium on lessor's property insurance, Lessee shall pay for the increased cost. Lessee will comply with all laws affecting its use of the Premises.

4. LEASE PAYMENTS: Lessee shall pay no rent for the first 13 months; beginning July 1, 2013, lessee shall pay \$500.00 per month; beginning July 2014; lessee shall pay \$750.00 per month; beginning July 2016, lessee shall pay \$1,000.00 per month.

5. OPERATING EXPENSES: Lessee agrees to pay for utilities and maintenance of the property with the exception of major repairs.

6. BUSINESS TAXES: Lessee shall pay all business taxes in respect of the business carried on in or upon the Premises.

7. POSSESSION AND SURRENDER OF PREMISES: Lessee shall be entitled to possession of the Premises on the first day of the lease Term. At the expiration of the lease, lessee shall peaceably surrender the Premises to lessor or lessor's agent broom clean and in the same condition it was in at the commencement of the lease, reasonable wear and tear excepted. Lessee shall also provide lessor with all copies of all keys or opening devices to the Premises, including any common areas, vacate all parking or storage spaces and remove all persons and personal property.

8. CONDITION OF PREMISES: Lessee has inspected the Premises, the fixtures, the grounds, building and improvements (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with the requirements of the Americans with Disabilities Act) and acknowledges that the Premises are in good and acceptable

condition and suitable for lessee's intended use. If at any time during the term of this lease, in lessee's opinion, the conditions change, lessee shall immediately notify lessor.

9. ALTERATIONS. Lessee shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without lessor's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done in existing law and with required permits. Lessee shall give lessor advance written notice of the commencement date of any planned alteration, so that lessor, at its option, may post a Notice of Non-Responsibility to prevent potential liens against lessor's interest in the Premises. Lessor may also require lessee to provide lessor with lien releases from any contractor performing work on the Premises.

10. DAMAGE TO PREMISES. If, by no fault of lessee, the Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Lessor may terminate this lease by written notice. Rent shall be abated as of the date of damage. If damage occurs as a result of an act of lessee or lessee's guests, lessor shall have the right to recover damages from lessee, including damages resulting from the early termination of this lease.

11. HAZARDOUS MATERIALS. Lessee shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, lessee is permitted to make use of such materials that are required to be used in the normal course of lessee's business provided that lessee complies with all applicable laws related to the hazardous materials. Lessee is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by lessee.

12. SEVERABILITY: If any part or parts of this lease shall be held unenforceable for any reason, the remainder of this lease shall continue in full force and effect. If any provision of this lease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

13. BINDING EFFECT: The covenants and conditions contained in the lease shall apply to and bind the Parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

14. ENTIRE AGREEMENT: This lease constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Sublease. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Sublease. This Sublease may be modified in writing and must be signed by both Parties.

15. GOVERNING LAW: This lease shall be governed by and construed in accordance with the laws of the State of California.

16. NOTICE: Any and all notices, demands or other communications required or desired to be given hereunder by any Party shall be in writing and shall be validly given or made to the other Party in person, by the United States mail, certified or registered, postage prepaid, return receipt requested, or by fax or email. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail.

LESSOR: City of Newman
Attn: City Manager
P.O. Box 787
Newman, CA 95360

LESSEE:

17. WAIVER: The failure of either Party to enforce any provisions of this lease shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Sublease. The acceptance of rent by lessor or Landlord does not waive lessor's right to enforce any provisions of this lease.

18. LEGAL FEES: In the event of any legal action by any Party arising out of this lease, the losing Party shall pay the prevailing Party's reasonable attorneys' fees and costs in addition to all other relief.

19. INSURANCE: Lessee shall procure and maintain for the duration of this lease, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the lessee's operation and use of the Premises. The cost of such insurance shall be borne by lessee. Lessee shall maintain the following types of insurance and limits:

20.1. COMMERCIAL GENERAL LIABILITY: A policy of commercial general liability insurance on an occurrence basis against claims for person injury, death or property damage occurring on or about the Premises, under which Sublessee is named as the insured and lessor, lessor's agents, Landlord, Landlord's agents and any mortgagees whose names have been furnished to lessee are named as additional insureds (the "Insured Parties"). The minimum limits of liability shall be a combined single limit with respect to each occurrence in an amount not less than One Million Dollars (\$1,000,000); provided, however, that lessor shall retain the right to require lessee to increase such coverage from time to time to that amount of insurance lessor determines to be reasonable based on the use and occupancy history of the Premises and lessee. The deductible for said commercial general liability insurance policy shall not exceed Five Thousand Dollars (\$5,000).

20.2. PROPERTY INSURANCE COVERAGE: Lessee shall keep all lessee's improvements, fixtures, merchandise, and equipment insured against loss or damage by an "All Risk" insurance policy (including sprinkler leakage coverage). Lessee assumes all risk of damage to lessee's own property arising from any cause whatsoever, including loss by fire, theft, or otherwise, whether or not occasioned by the negligence of lessor or lessor's agents.

20.3. WORKER'S COMPENSATION INSURANCE. Lessee shall always maintain policies of worker's compensation insurance in the amount required by law, issued by and binding upon a responsible insurance company doing business in the State of California. Lessee

agrees to supply to lessor, annually, a certificate of insurance specifying the worker's compensation insurance covering lessee.

20.4. WAIVER OF SUBROGATION. Lessor and lessee agree that the Party carrying insurance suffering any loss covered by insurance releases the other Party from all claims with respect to that loss, including claims with respect to the negligence of the other Party. Lessor and lessee agree that their respective insurance companies shall have no right of subrogation against the other on account of any such loss.

21. ASSIGNMENTS AND SUBLETTING. Lessee shall not sublet or encumber all or any part of the Premises, or assign or transfer this lease or any interest in it, without the prior written consent of lessor, which may be withheld in lessor's sole and absolute discretion. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, lease, or tenancy, by voluntary act of lessee, operation of law, or otherwise, shall be null and void, and at the option of lessor, terminate this lease.

22. LESSEE'S INDEMNITY AGREEMENT. Lessee agrees to indemnify and hold lessor and lessor's agents harmless from all liability for claims threatened, made, asserted or brought against lessee or the conduct of lessee's business, or any claims originating from the Premises, lessee's agents, employees, or third parties, of whatever nature arising from (a) any act, omission, or negligence of lessee or lessee's contractors, licensees, agents, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person, including that of lessee or lessee's agents, contractors or employees, occurring in, at or about the Premises, or (b) any accident, injury, or damage occurring outside of the Premises, where such accident, damage or injury results, or is claimed to have resulted, from an act or omission on the part of lessee or lessee's employees. This indemnity agreement shall include all costs, expenses, and liabilities incurred in connection with any such claim and the defense thereof. Lessee shall further indemnify and hold lessor and lessor's agents harmless from and against any and all claims arising from any breach or default in the performance of any obligation on lessee's part to be performed under the terms of this lease. In the event that any action or proceeding is brought against Lessor by reason of any such claim, Lessee, upon notice from lessor, shall defend the same at lessee's sole expense by the City Attorney for the City of Newman or his or her designee, provided, however, that lessee shall not be liable for damage or injury occasioned by the negligent or intentional acts of Landlord and Landlord's designated agents or employees unless such injury or damage is covered by lessee's insurance lessee as required by this lease.

23. ADDITIONAL PROVISIONS:

1. Lessee must provide lessor with proof of a current business license prior to commencing use of the Premises.
2. Lessee agrees to hold lessor harmless for theft or loss of any personal items left at Premises.
3. Lessee agrees that payments will occur on a quarterly basis.

IN WITNESS WHEREOF, the Parties have caused this lease to be executed the day and year first above written.

LESSOR:

LESSEE:

Signature

Signature

Name

Name

Title

Title

Date

Date

REPORT ON INVESTMENTS

RECOMMENDATION:

Report is informational only.

BACKGROUND:

The City of Newman's cash management system is designed to monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City attempts to obtain the highest yield obtainable as long as investments meet the criteria established for safety and liquidity. The State of California Government Code requires the City to follow the Prudent Investor Rule (Government Code Section §53600 et. seq.). This affords the City a broad spectrum of investment opportunities as long as the investment is deemed prudent.

ANALYSIS:

The City has funds in the following accounts. The list does not include deposits held by our bonding company. The earnings rate stated is the average since July 1, 2012. The accounts are:

General Checking	(Bank of the West – non-interest earning)
Petty Cash	(Cash in Drawer & Petty Cash – non-interest earning)
Savings	(Bank of the West – interest 0.07%)
UBS	(Investment in CD's – avg. 0.89% on multiple investments)
LAIF	(Local Agency Investment Fund – 0.34%)
Chandler Asset Mgmt.	(CSJVRMA Pool – 1.91% booked, 2.6% market value)

Chandler Asset Mgmt. is a smaller pool of agencies in the area. We are currently 11% of the pool. LAIF and UBS are much larger investors (LAIF \$22B, UBS \$49B equity).

FISCAL IMPACT:

None.

CONCLUSION:

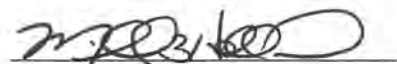
Report is informative only.

Respectfully submitted:



Lewis A. Humphries
Finance Director

REVIEWED/CONCUR:



Michael Holland
City Manager

Honorable Mayor and Members
of the Newman City Council

**REPORT ON ORDINANCES RELATING TO UTILITY BILLING
AND POSSIBLE CHANGES TO SAID ORDINANCES**

RECOMMENDATION:

Staff is presenting options for a course of action with regard to our current billing practices, and requests direction on whether there is a desire to change our existing ordinances with regard to these practices and/or changing violations punishable as misdemeanors to administrative citations.

BACKGROUND:

The City of Newman water ordinance 11.05.110 states that even though there is no water usage or even if the property is vacant the regular minimum rate shall be charged and collected from the owner or applicant for service. Sewer ordinance 11.06.080 says charges shall be monthly and either the person who requested the connection to the system or the owner of record when services were rendered is responsible for payment. For refuse collection ordinance 8.01.020 states all residences are required to use the refuse collection service of the City and pay the charges therefor. Violations of City Ordinances with regard to these sections are punishable as a misdemeanor under sections 11.05.020, 11.06.090 and 8.01.220. These misdemeanors are punishable by a fine of not more than \$500 or by imprisonment not to exceed six months or by both such fines and imprisonment.

ANALYSIS:

Sections of our City ordinance with regard to Water, Sewer and Refuse are included on the following pages. The City has three courses of action. One, leave the ordinance as is and enforce it as is (i.e. charge the home owner when their rental is vacant). Two, modify the ordinance to not charge the owner when the property is vacant (i.e. have owner sign a vacancy affidavit). Three, modify the ordinance changing misdemeanors to administrative citations.

Violations of the City's ordinances with regard to water usage were very few in comparison to the number of billable accounts. During the 2011/2012 fiscal year the City found that on 34 occasions residents turned their water on without signing up for service. After locking their meter's curb stop in the off position, the majority signed up for service; while 4 padlocks were cut or broken off and 3 curb stops had to be replaced; of those eventually 6 meters had to be pulled. Those accounts that caused damage to our equipment accounted for less than 7 (0.2%) of our 3100 active customer accounts. In other words 99.8% of the City's billable accounts did no damage to city property. Based on population this equates to less than .06% that have caused damage to our water property. Typical meter replacement costs are under \$300.00. Staff seeks Council guidance on changing the ordinance, with regard to penalties, from misdemeanor to administrative citation.

FISCAL IMPACT:

When a city's assets are damaged, the city needs to be able to recover its costs in returning that asset to its original status. The District Attorney's Office at this time has decided to not prosecute misdemeanors. In future years they may return to pursuing these cases. Under our current City ordinances these individuals will not have service restored at any address until prior debts are paid (11.05.100).

CONCLUSION:


There are three possible courses of action:

1. Leave ordinance as is and enforce charging home owner when property is vacant.
2. Modify the ordinance to not charge owners of vacant properties.
3. Change City ordinance penalties from misdemeanors to administrative citations.

ATTACHMENTS:

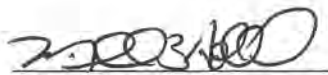
1. Certain City Ordinances for reference

Respectfully submitted:



Lewis A. Humphries
Finance Director

REVIEWED/CONCUR:



Michael Holland
City Manager

Attachment No. 1

Certain Ordinances for Review

Water

11.05.110 Water meters. E. Vacancy. In case no water is used through the meter, or the property becomes vacant, nevertheless, the regular minimum rate shall be charged and collected from the owner thereof, or the applicant for service.

11.05.270 Penalties.

Any violation of the provisions of this chapter shall constitute a misdemeanor¹. (Ord. 77-1, 1-25-1977)

Sewer

11.06.080 Service charges and fees.

4. Billing and Payments.

a. The regular billing for sewer service charges shall be monthly. If the bill is not paid within 15 days from the due date, the same shall be considered delinquent.

b. As an alternative to any of the other procedures herein provided, the City may bring an action against the person or persons who occupied the premises, or who requested the connection to the sewer system, or if no such request was made, then to the owner of record of such premises, when the service was rendered for the collection of the amount of delinquent rate and all penalties and costs of collection including a reasonable attorneys' fee.

11.06.090 Enforcement and penalties.

The City Manager shall enforce the provisions of this chapter, including requirements established or permits issued hereunder, as provided herein.

B. Criminal Penalties. Any person who intentionally or negligently discharges wastewater in any manner, in violation of this chapter or industrial discharge permit or order issued hereunder by the City Manager, is guilty of a misdemeanor.

Garbage

8.01.020 Refuse collection service exclusive and compulsory.

All dwellings, apartment houses and places of business in which refuse accumulates within the City shall be required to use the refuse collection service of the City and to pay the charges therefor, except as provided in NCC 8.01.090.

8.01.220 Violation and penalty.

A. Any person in violation of this article shall be guilty of a misdemeanor and shall be punishable by a fine of not more than \$500.00 or imprisonment in the Stanislaus County jail for not more than six months, or both.