



**AGENDA**  
**NEWMAN CITY COUNCIL**  
**SPECIAL MEETING MARCH 25, 2014**  
**CITY HALL CONFERENCE ROOM, 6:30 P.M., 938 FRESNO STREET**

1. **Call To Order.**
2. **Roll Call.**
3. **Items From The Public.**
4. **Adjourn To Closed Session**
  - a. Conference With Legal Counsel, Potential Litigation Pursuant To California - Government Code Section 54956.9(d)(2), (1 Case).
  - b. Return To Open Session.
5. **Adjournment.**



**AGENDA**  
**NEWMAN CITY COUNCIL**  
**REGULAR MEETING MARCH 25, 2014**  
**CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO 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 March 11, 2014 Meeting. ([View Minutes](#))
9. **Public Hearings**
  - a. Adopt Resolution No. 2014- , A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4. ([View Report](#))
10. **Regular Business**
  - a. Report To The City Council And Successor Agency Recommending The Transfer Of Properties From The Successor Agency To The City. ([View Report](#))
    - I. Adopt Resolution No. 2014- , A Resolution Of The Successor Agency To The Dissolved Redevelopment Agency Of The City Of Newman Approving The Transfer To The City Of Certain Properties.
    - II. Adopt Resolution No. 2014- , A Resolution Of The City Council Of The City Of Newman Accepting The Transfer Of Certain Properties From The Successor Agency To The City.
  - b. Consider Financial Pledge For South County Corridor. ([View Report](#))
  - c. Adopt Resolution No. 2014- , A Resolution Authorizing The City Manager To Authorizing The City Manager To Execute An Agreement For City Attorney Legal Services With Churchwell White LLP. ([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**

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

March 31 - Citywide Curbside Leaf & Brush Pick-Up Ends.

April 1 - NCLUSD Board Meeting - 6:00 P.M.

April 7-12 - Spring Clean-Up Week.

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

April 10 - Skate Plaza Meeting - 6:00 P.M.

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

April 15 - Tax Day

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

April 20 - Easter Day.

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

# Accounts Payable Void Check Register



CITY OF NEWMAN  
938 Fresno St. - 2nd Floor  
P.O. Box 787  
Newman, CA 95360  
209-862-3725

User: efaria  
Printed: 03/11/2014 - 10:05 AM

Vendor	Name	Account	Invoice N	Description	Amount	Check D	Selected for Vo
CSG01	CSG Consultants, Inc	10-23-6215	6978	Building permit issues/Nov 2013	7,262.92	12/06/2013	yes
CSG01	CSG Consultants, Inc	10-23-6215	6978	Permit finals/Nov 2013	243.54	12/06/2013	yes
CSG01	CSG Consultants, Inc	10-23-6215	6978	Plan check fees/Nov 2013	3,584.83	12/06/2013	yes
CSG01	CSG Consultants, Inc	10-23-6215	6978	Real estate inspect services-1014 S St/Nov 2013	90.00	12/06/2013	yes
					=====		
					11,181.29		
					=====		

# Accounts Payable

## Manual check register for Council



CITY OF NEWMAN  
938 Fresno St. - 2nd Floor  
P.O. Box 787  
Newman, CA 95360  
209-862-3725

User: efaria

Printed: 03/20/2014 - 8:42 AM

<u>Name</u>	<u>Manual Che</u>	<u>Account</u>	<u>Description</u>	<u>Check Num</u>	<u>Check Dat</u>	<u>Amount</u>
CSG Consultants, Inc	Yes	10-23-6215	Bldg permit issuance/Nov 2013	105136	03/20/2014	7,262.92
CSG Consultants, Inc	Yes	10-23-6215	Permit finals/Nov 2013	105136	03/20/2014	243.54
CSG Consultants, Inc	Yes	10-23-6215	Plan check services/Nov 2013	105136	03/20/2014	3,584.83
CSG Consultants, Inc	Yes	10-23-6215	Real estate inspection/1014 S St/Nov 2013	105136	03/20/2014	90.00
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						11,181.29
						<hr/> <hr/>

# Accounts Payable

## AP Check Register for Council



CITY OF NEWMAN  
 938 Fresno St. - 2nd Floor  
 P.O. Box 787  
 Newman, CA 95360  
 209-862-3725

User: efaria

Printed: 03/20/2014 - 11:00 AM

Name	Vendor	Accoun	Description	Amount	Check Nu	Check D
Advanced Building Cleaners, Inc.	ADV02	10-33-620	Street sweeping services/Feb 2014	3,634.02	105148	03/21/201
KD ANDERSON & ASSOCIATES,	AND02	40-06-620	Traffic engineering consultant for Master Plan area #3	6,720.00	105149	03/21/201
ARROWHEAD MOUNTAIN SPRIN	ARR04	10-45-630	Bottled water delivered/Feb 2014	8.59	105150	03/21/201
ARROWHEAD MOUNTAIN SPRIN	ARR04	60-50-630	Bottled water delivered/Feb 2014	29.68	105150	03/21/201
AT&T MOBILITY	ATT07	10-02-640	Cell phone monthly usage 2-6/14 to3/5/14	32.97	105151	03/21/201
AT&T MOBILITY	ATT07	10-03-640	Cell phone monthly usage 2-6/14 to3/5/14	30.77	105151	03/21/201
AT&T MOBILITY	ATT07	10-06-640	Cell phone monthly usage 2-6/14 to3/5/14	90.37	105151	03/21/201
AT&T MOBILITY	ATT07	10-07-640	Cell phone monthly usage 2-6/14 to3/5/14	8.25	105151	03/21/201
AT&T MOBILITY	ATT07	10-14-640	Cell phone monthly usage 2-6/14 to3/5/14	41.16	105151	03/21/201
AT&T MOBILITY	ATT07	10-21-640	Cell phone monthly usage 2-6/14 to3/5/14	426.54	105151	03/21/201
AT&T MOBILITY	ATT07	10-21-640	Mobile access/patrol units 2/3/14 to 3/2/14	404.94	105151	03/21/201
AT&T MOBILITY	ATT07	10-22-640	Cell phone monthly usage 2-6/14 to3/5/14	24.50	105151	03/21/201
AT&T MOBILITY	ATT07	10-33-640	Cell phone monthly usage 2-6/14 to3/5/14	29.14	105151	03/21/201
AT&T MOBILITY	ATT07	10-44-640	Cell phone monthly usage 2-6/14 to3/5/14	26.07	105151	03/21/201
AT&T MOBILITY	ATT07	10-45-640	Cell phone monthly usage 2-6/14 to3/5/14	80.50	105151	03/21/201
AT&T MOBILITY	ATT07	22-20-640	Cell phone monthly usage 2-6/14 to3/5/14	3.30	105151	03/21/201
AT&T MOBILITY	ATT07	60-50-640	Cell phone monthly usage 2-6/14 to3/5/14	258.60	105151	03/21/201
AT&T MOBILITY	ATT07	63-56-640	Cell phone monthly usage 2-6/14 to3/5/14	163.59	105151	03/21/201
AT&T MOBILITY	ATT07	69-47-640	Cell phone monthly usage 2-6/14 to3/5/14	9.74	105151	03/21/201
AT&T MOBILITY	ATT07	73-70-640	Cell phone monthly usage 2-6/14 to3/5/14	30.91	105151	03/21/201
AutoZone	AUT02	60-50-650	Battery/air, fuel and oil filters/1995 Ford PU	346.91	105152	03/21/201
AutoZone	AUT02	60-50-650	Battery/air, fuel and oil filters/1995 Ford PU	-15.00	105152	03/21/201
BERTOLOTTI DISPOSAL	BER16	10-33-620	Bin rental/Feb 2013	78.00	105153	03/21/201
BEST BEST & KRIEGER, LLP	BES00	73-70-620	Professional services rendered thru 2/28/14	1,810.12	105154	03/21/201
Bohannon Insurance Group	BON03	10-00-220	Consulting fee for health insurance/March 2014	779.26	105155	03/21/201
Brown Benjamin	BRO01	10-45-670	Referee for Men's basketball league/Brown	97.50	105156	03/21/201
BUSINESS CARD	BUS05	10-00-580	Shirts with logos/reimbursed	119.65	105157	03/21/201
BUSINESS CARD	BUS05	10-21-630	Methamphetamine test kits	97.63	105157	03/21/201
BUSINESS CARD	BUS05	10-33-660	Parking/meals	37.14	105157	03/21/201
BUSINESS CARD	BUS05	10-45-670	T-shirts for Men's basketball league	202.84	105157	03/21/201
BUSINESS CARD	BUS05	10-45-670	Supplies for teen center snack bar	73.66	105157	03/21/201
BUSINESS CARD	BUS05	60-50-660	Lodging for CWA annual conference/Perry	267.81	105157	03/21/201
BUSINESS CARD	BUS05	63-56-630	M17 installation, field testing and maintenance of fire hydrant	85.50	105157	03/21/201
CALIFORNIA CONSULTING, LL	CAL98	10-02-620	Grant writing services monthly retainer/March 2014	1,000.00	105158	03/21/201
CALIFORNIA CONSULTING, LL	CAL98	60-50-620	Grant writing services monthly retainer/March 2014	1,000.00	105158	03/21/201
CALIFORNIA CONSULTING, LL	CAL98	63-56-620	Grant writing services monthly retainer/March 2014	1,000.00	105158	03/21/201
Canon Solutions America, Inc.	CAN01	10-14-620	Copier color and black copy charges	69.71	105159	03/21/201
Canon Solutions America, Inc.	CAN01	10-21-620	Copier color and black copy charges/PD	42.88	105159	03/21/201
Canon Solutions America, Inc.	CAN01	60-50-620	Copier color and black copy charges	69.71	105159	03/21/201
Canon Solutions America, Inc.	CAN01	60-50-620	Copier color and black copy charges	37.53	105159	03/21/201
Canon Solutions America, Inc.	CAN01	63-56-620	Copier color and black copy charges	69.72	105159	03/21/201
Canon Solutions America, Inc.	CAN01	63-56-620	Copier color and black copy charges	37.54	105159	03/21/201
Canon Financial Services, Inc.	CAN02	10-14-620	Copier lease 3/1/14 to 3/31/14/CH	106.06	105160	03/21/201
Canon Financial Services, Inc.	CAN02	10-21-620	Copier lease 3/1/14 to 3/31/14/PD	196.96	105160	03/21/201
Canon Financial Services, Inc.	CAN02	60-50-620	Copier lease 3/1/14 to 3/31/14/PW	86.70	105160	03/21/201

Name	Vendor	Accoun	Description	Amount	Check Nu	Check D
Canon Financial Services, Inc.	CAN02	60-50-620	Copier lease 3/1/14 to 3/31/14/CH	106.06	105160	03/21/201
Canon Financial Services, Inc.	CAN02	63-56-620	Copier lease 3/1/14 to 3/31/14/PW	86.70	105160	03/21/201
Canon Financial Services, Inc.	CAN02	63-56-620	Copier lease 3/1/14 to 3/31/14/CH	106.06	105160	03/21/201
CBA (CALIFORNIA BENEFITS)	CBA01	10-00-111	Pre-paid dental-vision benefits deposit	8,500.00	105161	03/21/201
CBA (ADMIN FEES)	CBA02	10-00-220	Dental-vision admin fees/March 2014	227.50	105162	03/21/201
CENTRAL SANITARY SUPPLY	CEN11	10-07-630		105.34	105163	03/21/201
CENTRAL SANITARY SUPPLY	CEN11	10-07-660		52.67	105163	03/21/201
CENTRAL SANITARY SUPPLY	CEN11	10-21-630		105.33	105163	03/21/201
CENTRAL SANITARY SUPPLY	CEN11	10-22-630		52.67	105163	03/21/201
CENTRAL SANITARY SUPPLY	CEN11	10-44-630		52.66	105163	03/21/201
CENTRAL SANITARY SUPPLY	CEN11	10-44-660		421.34	105163	03/21/201
CENTRAL SANITARY SUPPLY	CEN11	10-44-660		210.67	105163	03/21/201
CENTRAL SANITARY SUPPLY	CEN11	10-46-630		52.67	105163	03/21/201
Chevron & Texaco Business Card Ser	CHE00	10-07-650	Gas and diesel purchases 2/15/14 to 3/14/14	63.39	105164	03/21/201
Chevron & Texaco Business Card Ser	CHE00	10-21-650	Gas and diesel purchases 2/15/14 to 3/14/14	3,499.82	105164	03/21/201
Chevron & Texaco Business Card Ser	CHE00	10-22-650	Gas and diesel purchases 2/15/14 to 3/14/14	408.53	105164	03/21/201
Chevron & Texaco Business Card Ser	CHE00	10-33-650	Gas and diesel purchases 2/15/14 to 3/14/14	93.45	105164	03/21/201
Chevron & Texaco Business Card Ser	CHE00	10-44-650	Gas and diesel purchases 2/15/14 to 3/14/14	78.88	105164	03/21/201
Chevron & Texaco Business Card Ser	CHE00	60-50-650	Gas and diesel purchases 2/15/14 to 3/14/14	212.15	105164	03/21/201
Chevron & Texaco Business Card Ser	CHE00	63-56-650	Gas and diesel purchases 2/15/14 to 3/14/14	916.05	105164	03/21/201
Chevron & Texaco Business Card Ser	CHE00	69-47-650	Gas and diesel purchases 2/15/14 to 3/14/14	189.50	105164	03/21/201
CITY OF MODESTO, FLEET SE	CITB2	10-21-650	Difference of what was paid	81.16	105165	03/21/201
CSG Consultants, Inc	CSG01	10-23-620	Permit issuances/Feb 2014	839.54	105166	03/21/201
CSG Consultants, Inc	CSG01	10-23-620	Plan check services/Feb 2014	1,932.80	105166	03/21/201
CSJVRMA	CSJ01	10-00-220	Worker's comp/4th quarter	29,238.00	105167	03/21/201
CSJVRMA	CSJ01	10-15-660	Liability insurance premium/4th quarter	5,497.33	105167	03/21/201
CSJVRMA	CSJ01	60-50-660	Liability insurance premium/4th quarter	5,497.33	105167	03/21/201
CSJVRMA	CSJ01	63-56-660	Liability insurance premium/4th quarter	5,497.34	105167	03/21/201
CSU Stanislaus	CSU01	10-00-580	Historical review for Skate Plaza NEPA for LWCF grant	225.00	105168	03/21/201
Datamatic, Inc	DAT01	63-56-620	Annual meter reading system service 4/1/14 to 3/31/15	3,993.00	105169	03/21/201
Dave's Drain Cleaning & Plumbing	DAV07	63-56-620	44 backflow tests performed/3 backflow repairs	1,765.00	105170	03/21/201
E&M ELECTRIC, INC.	E&M24	10-33-620	Supplied and installed light @ water tower/trouble shoot	290.94	105171	03/21/201
E&M ELECTRIC, INC.	E&M24	10-33-630	2 Sylvania HPS lamps	52.59	105171	03/21/201
E&M ELECTRIC, INC.	E&M24	10-33-630	10 Sylvania lamps	262.50	105171	03/21/201
E&M ELECTRIC, INC.	E&M24	10-33-630	6 Sylvania lamps	157.50	105171	03/21/201
E&M ELECTRIC, INC.	E&M24	10-33-630	10 lamps	262.50	105171	03/21/201
E&M ELECTRIC, INC.	E&M24	10-33-630	3 lamps	78.75	105171	03/21/201
E&M ELECTRIC, INC.	E&M24	63-56-620	70 watt light/1 photo eye/6 wire nuts	305.30	105171	03/21/201
FERGUSON ENTERPRISES, INC	FER55	63-56-630	12 water meters/12 comp couplings	1,141.42	105172	03/21/201
FGL ENVIRONMENTAL, INC	FGL00	60-50-620	Inorganic/sub contr/support analysis/WWTP	385.00	105173	03/21/201
FGL ENVIRONMENTAL, INC	FGL00	60-50-620	Inorganic/support analysis/WWTP	287.00	105173	03/21/201
FGL ENVIRONMENTAL, INC	FGL00	60-50-620	Inorganic/bacti/support analysis/WWTP	1,036.00	105173	03/21/201
FGL ENVIRONMENTAL, INC	FGL00	60-50-620	Inorganic/support analysis/WWTP	287.00	105173	03/21/201
FGL ENVIRONMENTAL, INC	FGL00	60-50-620	Inorganic/bacti/support analysis/WWTP	2,748.00	105173	03/21/201
FRANKLIN PET CEMETERY & C	FRA13	10-21-620	Animal disposal clinic	21.60	105174	03/21/201
FRANKLIN PET CEMETERY & C	FRA13	10-21-620	Animal disposal clinic	28.00	105174	03/21/201
FRANKLIN PET CEMETERY & C	FRA13	10-21-620	Animal disposal clinic	7.20	105174	03/21/201
FRANKLIN PET CEMETERY & C	FRA13	10-21-620	Animal disposal clinic	23.20	105174	03/21/201
GCVCS	GCV01	63-56-660	Training for Pump station maint. & troubleshooting CWEA 30	25.00	105175	03/21/201
GEOANALYTICAL LAB, INC.	GEO03	60-50-620	Weekly BOD and TSS/nitrates/WWTP	355.00	105176	03/21/201
GEOANALYTICAL LAB, INC.	GEO03	63-56-620	Qtrly well testing/weekly bacti testing/water dept/Feb 2014	1,910.00	105176	03/21/201
Gouveia Engineering, Inc	GOU01	10-21-620	Misc meetings with City staff	202.50	105177	03/21/201
Gouveia Engineering, Inc	GOU01	10-31-620	Review docs & project correspondence/Mattos Ranch	1,260.00	105177	03/21/201
Gouveia Engineering, Inc	GOU01	10-31-620	The Villas tentative map review	97.13	105177	03/21/201
Gouveia Engineering, Inc	GOU01	10-31-620	Correspondence & coordination/Dollar General review	70.88	105177	03/21/201

Name	Vendor	Accoun	Description	Amount	Check Nu	Check D
Gouveia Engineering, Inc	GOU01	10-31-620	Prepared weekly project schedule updates/Public Works Gene	207.38	105177	03/21/201
Gouveia Engineering, Inc	GOU01	17-44-750	Engineering services/Amy Park Improvements	152.25	105177	03/21/201
Gouveia Engineering, Inc	GOU01	24-32-770	CMAQ Natural gas fast fill station	2,037.00	105177	03/21/201
Grand Lodge of California	GRA01	40-07-810	Interestl payment on new City Hall/April 2014	1,060.60	105178	03/21/201
Grand Lodge of California	GRA01	40-07-810	Principal payment on new City Hall/April 2014	577.64	105178	03/21/201
Grand Lodge of California	GRA01	60-50-810	Interestl payment on new City Hall/April 2014	1,060.60	105178	03/21/201
Grand Lodge of California	GRA01	60-50-810	Principal payment on new City Hall/April 2014	577.64	105178	03/21/201
Grand Lodge of California	GRA01	63-56-810	Interestl payment on new City Hall/April 2014	1,060.60	105178	03/21/201
Grand Lodge of California	GRA01	63-56-810	Principal payment on new City Hall/April 2014	577.64	105178	03/21/201
GUSTINE-NEWMAN SOROPTOMI	GUS04	10-00-280	Refund Memorial Bldg deposit/Soroptimist	75.00	105179	03/21/201
Independent Stationers	IND01	10-14-630	Okidata inked ribbon	13.02	105180	03/21/201
Independent Stationers	IND01	60-50-630	Okidata inked ribbon	13.02	105180	03/21/201
Independent Stationers	IND01	63-56-630	Okidata inked ribbon	13.03	105180	03/21/201
INFOSEND, INC	INF00	60-50-620	Utility bill and late notice mailings/Feb 2014	962.56	105181	03/21/201
INFOSEND, INC	INF00	63-56-620	Utility bill and late notice mailings/Feb 2014	962.55	105181	03/21/201
IN-SYNCH SYSTEMS	INS00	10-21-620	Monthly RMS subscription/April 2014/PD/17 licenses	1,020.00	105182	03/21/201
IRRIGATION DESIGN & CONST	IRR00	60-50-630	Gopher Getter bait/WWTP	12.38	105183	03/21/201
LEAGUE OF CALIF. CITIES	LEA01	10-01-660	CA statewide local streets & roads assessment funding	200.00	105184	03/21/201
LOPEZ STEPHANIE	LOP24	10-45-670	Men's basketball scoreboard/Lopez	51.00	105185	03/21/201
MID VALLEY IT, INC	MIDA3	10-14-620	IT CONTRACT/FIN	636.60	105186	03/21/201
MID VALLEY IT, INC	MIDA3	10-21-620	IT CONTRACT/PD	1,273.20	105186	03/21/201
MID VALLEY IT, INC	MIDA3	60-50-620	IT CONTRACT/SEWR	636.60	105186	03/21/201
MID VALLEY IT, INC	MIDA3	63-56-620	IT CONTRACT/WATR	636.60	105186	03/21/201
Moreno Faustino	MOR03	10-00-280	Refund partial deposit/Memorial Bldg/Moreno	145.90	105187	03/21/201
NEWMAN MINI MART	NEW11	10-21-650	Gas pumped @ Newman Mini Mart/cards weren't working	122.20	105188	03/21/201
NEWMAN SMOG AND LUBE	NEW46	10-21-650	Oil and filter change/07 Chevy Tahoe	41.73	105189	03/21/201
NEWMAN SMOG AND LUBE	NEW46	10-21-650	Installed 4 new tires on 2011 Dodge Charger	88.00	105189	03/21/201
NEWMAN SMOG AND LUBE	NEW46	10-21-650	Oil and filter change/ 2011 Dodge Charger	37.69	105189	03/21/201
OUR LADY OF ROSES #221 YL	OUR00	10-01-660	Community calendar with 48 listings	24.00	105190	03/21/201
CITY OF PATTERSON	PAT09	10-03-620	Video reimbursement of council meetings/Feb 2014	660.00	105191	03/21/201
CITY OF PATTERSON	PAT09	10-22-620	Fire data entry input/Jan 2014	250.00	105191	03/21/201
P G & E	PGE00	10-07-640	Gas and electric @ city hall/2-5 to 3-7-14	291.81	105192	03/21/201
P G & E	PGE00	10-21-650	Natural gas pumped at CNG 2-5-14 to 3-7-14	34.45	105192	03/21/201
P G & E	PGE00	10-33-650	Natural gas pumped at CNG 2-5-14 to 3-7-14	103.26	105192	03/21/201
P G & E	PGE00	10-44-650	Natural gas pumped at CNG 2-5-14 to 3-7-14	68.98	105192	03/21/201
P G & E	PGE00	60-50-640	Gas and electric @ city hall/2-5 to 3-7-14	291.81	105192	03/21/201
P G & E	PGE00	60-50-650	Natural gas pumped at CNG 2-5-14 to 3-7-14	34.45	105192	03/21/201
P G & E	PGE00	63-56-640	Gas and electric @ city hall/2-5 to 3-7-14	291.80	105192	03/21/201
P G & E	PGE00	63-56-650	Natural gas pumped at CNG 2-5-14 to 3-7-14	34.45	105192	03/21/201
Pires Mark	PIR02	10-45-670	Referee for Men's basketball/Pires	253.50	105193	03/21/201
Porras Jim	POR01	10-45-670	Referee for Men's basketball/Porras	136.50	105194	03/21/201
R-SAFE SPECIALTY	R-S00	10-33-630	2 Bright lime vests/GIS interns	39.82	105195	03/21/201
R-SAFE SPECIALTY	R-S00	10-33-630	Form fit disposable ear plugs	19.36	105195	03/21/201
R-SAFE SPECIALTY	R-S00	63-56-630	Form fit disposable ear plugs	19.37	105195	03/21/201
RELIABLE OFFICE SUPPLIES	REL01	60-50-630	Clasp envelopes/1 HP Premium ink toner	170.54	105196	03/21/201
RIVAS FRANK	RIV08	10-45-670	Referee for Men's Basketball/Rivas	487.50	105197	03/21/201
Salas Abraham	SAL01	10-45-670	Men's basketball scorekeeper/Salas	212.50	105198	03/21/201
SJVAPCD	SJV02	60-50-660	Application to accept 18,000 gal annual limit/WWTP	71.00	105199	03/21/201
SPRINGBROOK SOFTWARE	SPR00	10-14-630	Monthly web payments/	252.00	105200	03/21/201
SPRINGBROOK SOFTWARE	SPR00	60-50-630	Monthly web payments/	251.99	105200	03/21/201
SPRINGBROOK SOFTWARE	SPR00	63-56-630	Monthly web payments/	252.01	105200	03/21/201
State of Calif Dept of Justice	STA07	10-00-200	Fingerprint apps/FBI checks/child abuse index/cert of eligibili	687.00	105201	03/21/201
STAN CNTY CLERK RECORDER	STA12	10-00-260	Release of lien/1139 Mariposa St	15.00	105202	03/21/201
STAPLES ADVANTAGE	STAA0	10-21-630	Green line self inking stamp	23.67	105203	03/21/201
Turlock Journal	TUR11	60-50-620	Classified Display ad/3 day run/PW	150.30	105204	03/21/201

Name	Vendor	Accoun	Description	Amount	Check Nu	Check D
SANTOS RALPH	UB*002	63-00-201	Refund Check	74.19	105205	03/21/201
UNIVAR USA, INC	UNI02	63-56-630	175 gallons sodium hypochloride/well #8 delivered	516.80	105206	03/21/201
UNITED STATES POSTMASTER	USP00	10-14-630	Post office box yearly rental fee	46.67	105207	03/21/201
UNITED STATES POSTMASTER	USP00	60-50-630	Post office box yearly rental fee	46.67	105207	03/21/201
UNITED STATES POSTMASTER	USP00	63-56-630	Post office box yearly rental fee	46.66	105207	03/21/201
Valley Tire Sales	VAL03	10-21-650	4 new tires	486.02	105208	03/21/201
MATTOS NEWSPAPERS, INC.	WES00	10-44-620	Publication adoption of ord amending title 11	80.00	105209	03/21/201
MATTOS NEWSPAPERS, INC.	WES00	10-44-620	Notice of public hearing/adoption ord amending title 11	56.00	105209	03/21/201
MATTOS NEWSPAPERS, INC.	WES00	20-06-660	Legal ad/notice of comm meeting	64.00	105209	03/21/201
MATTOS NEWSPAPERS, INC.	WES00	20-06-660	CDBG-Tulare St 2014 infrastructure improvements	525.00	105209	03/21/201
MATTOS NEWSPAPERS, INC.	WES00	40-15-660	Auto annual inflation adj capital facility fees/1/30 & 2/6/14	165.00	105209	03/21/201
MATTOS NEWSPAPERS, INC.	WES00	60-50-660	Employment ad/PW	42.00	105209	03/21/201
MATTOS NEWSPAPERS, INC.	WES00	62-60-620	Publication stormwater ord 2014-2	72.00	105209	03/21/201
Westside Landscape & Concrete	WES20	10-44-620	Installation of concrete pads @ Densmore & Barrington Parks	242.00	105210	03/21/201
Westside Landscape & Concrete	WES20	10-44-670	Installation of concrete pads @ Densmore & Barrington Parks	1,545.00	105210	03/21/201
YANCEY LUMBER COMPANY	YAN00	10-21-620	3 bags dog food	151.74	105211	03/21/201
YANCEY LUMBER COMPANY	YAN00	10-33-630	13w CFL bulb/top soil/reflector	38.84	105211	03/21/201
YANCEY LUMBER COMPANY	YAN00	10-44-630	foam earplugs	0.95	105211	03/21/201
YANCEY LUMBER COMPANY	YAN00	60-50-630	Leather gloves	20.82	105211	03/21/201
YANCEY LUMBER COMPANY	YAN00	63-56-630	tarp/conduit/pump/speedbor max/staple cable/key	197.68	105211	03/21/201
YANCEY LUMBER COMPANY	YAN00	68-68-660	32-gallon toter	19.37	105211	03/21/201
YANCEY LUMBER COMPANY	YAN00	69-47-630	camo khaki/paint for grafitti	17.90	105211	03/21/201
ZEE MEDICAL SERVICE CO	ZEE00	10-21-630	Dilotab II/3-in-1 antibiotic ointment/PD	26.42	105212	03/21/201

125,015.65



**MINUTES**  
**NEWMAN CITY COUNCIL**  
**SPECIAL MEETING MARCH 11, 2014**  
**CITY HALL CONFERENCE ROOM, 6:30 P.M., 938 FRESNO STREET**

1. **Call To Order** - Mayor Katen 6:30 P.M.
2. **Roll Call - PRESENT:** Davis, Hutchins, Candea (6:45 P.M), Martina And Mayor Katen.  
**ABSENT:** None.
3. **Items From The Public** - None.
4. **Adjourn To Closed Session** - 6:31 P.M.
  - a. Conference With Legal Counsel, Potential Litigation Pursuant To California -Government Code Section 54956.9(d)(2), (1 Case).
  - b. Return To Open Session - 7:06 P.M.

No Reportable Action Was Taken.

**5. Adjournment.**

**ACTION:** On Motion By Martina Seconded By Candea, The Meeting Was Adjourned At 7:07 P.M. By The Following Vote: AYES: Davis, Hutchins, Candea, Martina And Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.



**MINUTES**  
**NEWMAN CITY COUNCIL**  
**REGULAR MEETING MARCH 11, 2014**  
**CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET**

1. **Call To Order** - Mayor Katen 7:09 P.M.
2. **Pledge Of Allegiance.**
3. **Invocation** - Council Member Martina.
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** - None.
8. **Consent Calendar**
  - a. Waive All Readings Of Ordinances And Resolutions Except By Title.
  - b. Approval Of Warrants.
  - c. Approval Of Minutes Of The February 11, 2014 Meeting.
  - d. Approval Of HOME Sub-Recipient Agreement For Fiscal Year 2013-2014

**ACTION:** On A Motion By Davis Seconded By Hutchins, The Consent Calendar Was Approved By The Following Vote: AYES: Davis, Hutchins, Candea, Martina And Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

**9. Public Hearings**

- a. Adopt Resolution No. 2014-9, A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 281 Mistletoe Abatement.

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 Candea , Resolution No. 2014-9, A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 281 Mistletoe Abatement, Was Adopted By The Following Vote: AYES: Davis, Hutchins, Candea, Martina And Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

- b. Second Reading And Adoption Of Ordinance No. 2014-3, Amending Title 11 Public Ways And Property, Chapter 11.11 Conduct In City Parks, Section 11.11.010.X Prohibited Actions, Of The Newman City Code.

Mayor Katen Opened The Public Hearing At 7:16 P.M.

There Being No Public Comment, Katen Closed The Public Hearing At 7:17 P.M.

Council Member Hutchins Inquired As To Whether Staff Had Prepared A List Of Requirements For Those Who Plan To Utilize The Park Facilities For Organized Sports Activities.

City Manager Holland Indicated That Staff Was Working On The Costs And Requirements And Noted That He Would Be Bringing The Item Back To The Council In April.

**ACTION:** Ordinance No. 2013-3, Amending Title 11 Public Ways And Property, Chapter 11.11 Conduct In City Parks, Section 11.11.010.X Prohibited Actions, Of The Newman City Code Had Its Second Reading By Title Only. On A Motion By Hutchins Seconded By Davis, Said Ordinance Was Adopted And Staff Was Authorized To Prepare And Publish A Summary Of Said Ordinance By The Following Vote: AYES: Davis, Hutchins, Candea, Martina And Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

## **10. Regular Business**

- a. Presentation By StanCOG Regarding The Regional Tax Measure Expenditure Plan And Adopt Resolution No. 2014-10, Supporting A Regional Gas Tax Measure Expenditure Plan.

Rosa De León Park, Deputy Executive Director Of StanCOG, Reviewed A Presentation Regarding The Stanislaus County Regional Transportation Sales Tax Expenditure Plan.

**ACTION:** On Motion By Martina Seconded By Davis, Resolution No. 2014-10, Supporting A Regional Gas Tax Measure Expenditure Plan, Was Adopted By The Following Vote: AYES: Davis, Hutchins, Candea, Martina And Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

- b. Report On Comforting Kids Event At Pioneer Park.

**ACTION:** On Motion By Hutchins Seconded By Davis And Unanimously Carried, The City Council Approved The Comforting Kids Request For An Event At Pioneer Park With The Conditions Listed In The Staff Report By The Following Vote: AYES: Davis, Hutchins, Candea, Martina And Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

- c. Adopt Resolution No. 2014-11, A Resolution Of Concurrence And Support Of The Stanislaus County CDBG Annual Action Plan For Fiscal Year 2014-2015.

**ACTION:** On Motion By Candea Seconded By Martina, Resolution No. 2014-11, A Resolution Of Concurrence And Support Of The Stanislaus County CDBG Annual Action Plan For Fiscal Year 2014-2015, Was Adopted By The Following Vote: AYES: Davis, Hutchins, Candea, Martina And Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

- d. Adopt Resolution No. 2014-12, A Resolution Awarding The Tulare Street Infrastructure Project.

**ACTION:** On Motion By Davis Seconded By Hutchins, Resolution No. 2014-12, Awarding The Tulare Street Infrastructure Project, Was Adopted By The Following Vote: AYES: Davis, Hutchins, Candea, Martina And Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

- e. Adopt Resolution No. 2014-13, Authorizing The City Manager To Execute A Land Purchase And Sale Agreement For 103.2+/- Acres For Use In Operation Of The MS4 Phase II Storm Drainage And/Or Wastewater Treatment Facilities.

On Motion By Martina Seconded By Candea, Resolution No. 2014-13, Authorizing The City Manager To Execute A Land Purchase And Sale Agreement For 103.2+/- Acres For Use In Operation Of The Ms4 Phase II Storm Drainage And/Or Wastewater Treatment Facilities, Was Adopted By The Following Vote: AYES: Davis, Hutchins, Candea, Martina And Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

#### **11. Items From District Five Stanislaus County Supervisor.**

Supervisor DeMartini Mentioned That The Next West Side Healthcare Taskforce Meeting Would Be In Gustine On March 20<sup>th</sup>. DeMartini Noted That He Was Working With The Federal Government To Provide Water To The Del Puerto Water District. He Reported That Stanislaus County Had Been Lucky To Secure Funding For Several Jail Modification Projects.

#### **12. Items From The City Manager And Staff.**

City Manager Holland Noted That A Planning Commission Meeting Would Be Held On March 20<sup>th</sup> To Consider Approval Of A Revised Tentative Map For The Villas, LLC. Holland Reminded Everyone That Spring Clean-Up Week Would Be Taking Place From April 7<sup>th</sup> Through April 12<sup>th</sup>. He Requested That Council Members Return Their Completed Form 700's By March 17<sup>th</sup>. Holland Mentioned That Staff Was Working On An Urban Growth Boundary And That It Should Be Brought Before Council In Late March Or Early April.

Public Works Director Kim Noted That The Public Works Department Is Closely Monitoring The Drought Conditions And Working On Well Number Five.

Finance Director Humphries Noted That The Current Treasurer's Report Has Been Completed And That The State Had Approved The Sale And/Or Transfer Of RDA Properties.

City Planner Ocasio Notified the Council That Another Grant Application For Skate Plaza Funding Had Been Submitted. Ocasio Announced That The City's GIS Internship Program Had Recommenced And That Students Would Again Be Collecting Data Around Town.

#### **13. Items From City Council Members.**

Council Member Hutchins Noted That More Than Thirty (30) Parents And Coaches Helped Renovate The Youth Baseball Fields The Previous Weekend. Hutchins Requested That City Repair Broken Lights Bulbs On The Matteri Field Scoreboard.

#### **14. Adjournment.**

**ACTION:** On Motion By Hutchins Seconded By Candea, The Meeting Was Adjourned At 7:52 P.M. By The Following Vote: AYES: Davis, Hutchins, Candea, Martina And Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

**REPORT ON NUISANCE ABATEMENT**

**RECOMMENDATION:**

Adopt Resolution No. 2014- , Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.

**BACKGROUND:**

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

**ANALYSIS:**

This notice informs property owners of all nuisance abatement procedures, option and their right to object at a public hearing. It is anticipated that many property owners will comply with the abatement notices prior to the hearing date. A final compliance survey will be done on Monday, March 24, 2014. A list of properties that have not complied with the abatement notice will be handed out at the council meeting prior to the public hearing.

**FISCAL IMPACT:**

None

**CONCLUSION:**

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

**ATTACHMENTS:**

1. Resolution No. 2014- , a resolution declaring the existence of a public nuisance
2. Exhibit A – Abatement List

Respectfully submitted,



Randy Richardson  
Chief of Police

**REVIEWED/CONCUR:**



Michael Holland,  
City Manager

**RESOLUTION NO. 2014-**

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

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

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

WHEREAS, said hearing was held on March 25, 2014, at 7:00 p.m., as in said notice provided; and,

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

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

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 25th day of March, 2014 by Council Member \_\_\_\_\_, who moved its adoption, which motion was duly seconded and was adopted upon roll call vote.

AYES:  
NOES:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

**City of Newman**  
**Abatement list**

**1. 1284 Duck Blind Circle**

Overgrown weeds in the front yard and cob webs covering the front of the home





Honorable Mayor and Members  
of the Newman City Council

**REPORT TO THE CITY COUNCIL AND SUCCESSOR AGENCY RECOMMENDING THE  
TRANSFER OF PROPERTIES FROM THE SUCCESSOR AGENCY TO THE CITY**

**RECOMMENDATION:**

It is recommended that the Successor Agency and City Council, in separate actions, adopt the two Resolutions approving the transfer of properties from the Successor Agency to the City for governmental purposes.

1. Adopt Successor Agency Resolution No. 2014- , approving the transfer of certain properties to the City.
2. Adopt Resolution No. 2014- , accepting the transfer of certain properties from the Successor Agency.

**BACKGROUND:**

Pursuant to HS&C Section 34172, the Redevelopment Agency of the City of Newman ("Agency") was dissolved as of February 1, 2012. The City of Newman ("Successor Agency") is the successor agency to the Agency.

**ANALYSIS:**

Pursuant to Health and Safety Code Section 34191.4, after the Successor Agency received a Finding of Completion ("FOC") from the Department of Finance ("DOF") on April 3, 2013, the Successor Agency prepared a Long Range Property Management Plan (the "Plan") which has been approved by the Oversight Board and DOF. The Oversight Board adopted Resolution No. 2014-2 which approved the transfer of government use properties to the City; the DOF approved the Oversight Board action in a letter dated March 7, 2014.

In accordance with the approved Plan, there are four (4) properties to be transferred to the City:

1. 919 Fresno Street – transfer to City for governmental purposes
2. 1361 N Street – transfer to City for governmental purposes
3. 1571 Merced Street – transfer to City for governmental purposes
4. Merced Street (no street address) – transfer to City for governmental purposes

**FISCAL IMPACT:**

No new funds are involved with the transfer of the properties of the former Redevelopment Agency as proposed.

**CONCLUSION:**

Staff recommends adopting both resolutions in separate actions as Successor Agency and as City Council.

**ATTACHMENTS:**

1. Successor Agency Resolution No. 2014- , a resolution transferring certain properties to the City.
2. Resolution No. 2014- , a resolution accepting certain properties from the Successor Agency.

Respectfully submitted,



Lewis A. Humphries  
Finance Director

**REVIEWED/CONCUR**



Michael Holland  
City Manager

**SUCCESSOR AGENCY RESOLUTION NO. 2014-**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF NEWMAN APPROVING THE TRANSFER TO THE CITY OF CERTAIN PROPERTIES**

WHEREAS, pursuant to Health and Safety Code Section 34173(d), the City of Newman (“Successor Agency”) elected to become the successor agency to the former Redevelopment Agency of the City of Newman; and

WHEREAS, the Oversight Board is the Successor Agency’s oversight board pursuant to Health and Safety Code Section 34179(a); and

WHEREAS, pursuant to Health and Safety Code Section 34177(e), the Successor Agency is responsible for disposing of assets and properties of the dissolved Agency, as directed by the Oversight Board, expeditiously and in a manner aimed at maximizing value, provided, however, that pursuant to Health and Safety Code Section 34181(a), the Oversight Board may instead direct the Successor Agency to transfer ownership of assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, and fire stations, to the appropriate public jurisdiction;

WHEREAS, the Oversight Board adopted Resolution No. 2014-2 approving the transfer governmental use properties to the City; and

WHEREAS, the Department of Finance, in a letter dated March 7, 2014, approved Oversight Board Resolution No. 2014-2;

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF NEWMAN DOES HEREBY RESOLVE AS FOLLOWS:

**Section 1.**     **Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2.**     **CEQA Compliance.** The approval of the transfer of assets to the City of Newman does not commit the Successor Agency or City to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act.

**Section 3.**     **Transfer of Assets and Properties to the City.** The Successor Agency hereby directs the Executive Director to execute any necessary documents to effectuate the transfer of title to the properties set forth in Exhibit “A” attached to this Resolution, and incorporated herein by reference.

**Section 4.**     **Severability.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 25<sup>th</sup> day of March, 2014 by \_\_\_\_\_, 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:

\_\_\_\_\_  
Successor Agency Chair

ATTEST:

\_\_\_\_\_  
Successor Agency Secretary

**EXHIBIT "A"**

**PROPERTIES TO BE TRANSFERRED TO THE CITY OF NEWMAN**

1. 919 Fresno Street – 128-010-014 – transfer to City for governmental purposes
2. 1361 N Street – 128-010-013 – transfer to City for governmental purposes
3. 1571 Merced Street – 128-002-020 – transfer to City for governmental purpose
4. Merced Street (no street address) – 128-002-032 – transfer to City for governmental purposes

**RESOLUTION NO. 2014-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN ACCEPTING THE TRANSFER OF CERTAIN PROPERTIES FROM THE SUCCESSOR AGENCY TO THE CITY**

WHEREAS, pursuant to Health and Safety Code Section 34173(d), the City of Newman (“Successor Agency”) elected to become the successor agency to the former Redevelopment Agency of the City of Newman; and

WHEREAS, pursuant to Health and Safety Code Section 34177(e), the Successor Agency is responsible for disposing of assets and properties of the dissolved Agency, as directed by the Oversight Board, expeditiously and in a manner aimed at maximizing value, provided, however, that pursuant to Health and Safety Code Section 34181(a), the Oversight Board may instead direct the Successor Agency to transfer ownership of assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, and fire stations, to the appropriate public jurisdiction;

WHEREAS, the Oversight Board adopted Resolution No. 2014-2 approving the transfer governmental use properties to the City; and

WHEREAS, the Department of Finance, in a letter dated March 7, 2014, approved Oversight Board Resolution No. 2014-2;

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

**Section 1. Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2. CEQA Compliance.** The acceptance of the transfer of assets to the City of Newman does not commit the Successor Agency or City to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act.

**Section 3. Transfer of Assets and Properties to the City.** The City Council hereby authorizes and directs the City Manager to execute any necessary documents to accept the transfer of title to the properties set forth in Exhibit “A” attached to this Resolution, and incorporated herein by reference.

**Section 4. Severability.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 25<sup>th</sup> day of March, 2014 by \_\_\_\_\_, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES:  
NOES:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Mayor of the City of Newman

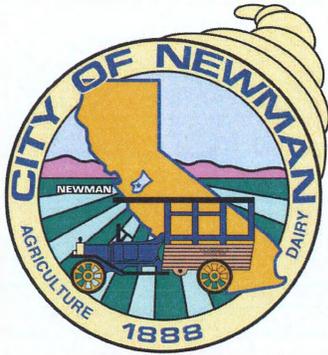
ATTEST:

\_\_\_\_\_  
Deputy City Clerk of the City of Newman

**EXHIBIT "A"**

**PROPERTIES TO BE TRANSFERRED TO THE CITY OF NEWMAN**

1. 919 Fresno Street – 128-010-014 – transfer to City for governmental purposes
2. 1361 N Street – 128-010-013 – transfer to City for governmental purposes
3. 1571 Merced Street – 128-002-020 – transfer to City for governmental purpose
4. Merced Street (no street address) – 128-002-032 – transfer to City for governmental purposes



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

**Date:** March 17, 2014

**To:** City Council

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

**Subject:** City Council Item No. 10.b. – Financial Pledge for South County Corridor.

The South County Corridor project is a transportation corridor that links Interstate 5 and Highway 33 in the southernmost portion of Stanislaus County. The StanCOG Board recently apportioned \$200,000 towards a feasibility study to identify the opportunity and constraints of the project and to perform a high level review of the potential route(s) for said corridor.

StanCOG staff worked with representatives from the County and three participating cities (Turlock, Patterson and Newman) to assemble the work products for the Feasibility Report. After the meeting, it was determined that the projected scope of work for the study would require more than the original \$200,000 allotted by the StanCOG Board. Stanislaus County stepped up and offered to contribute \$100,000 if the three cities could partner to fund an additional \$50,000. After some discussion with the City Managers, it was determined that Turlock and Patterson would contribute \$22,000 each and the City of Newman would contribute \$6,000; subject to approval of their respective Councils. Based upon the new contributions, a Request for Proposals will be released with a budget not to exceed \$350,000.

While the South County Corridor will not directly impact Newman due to its expected location, the City should experience an indirect benefit through an increase of economic activity in western Stanislaus County. Based upon the ability to use Local Transportation Funds, and not relying upon General Funds, there will be no impact upon the City's reserve fund. As a result, staff recommends that the Council authorize the use of \$6,000 in LTF funds to be used towards the South County Corridor's feasibility report.

Honorable Mayor and Members  
of the Newman City Council

**APPROVE AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES**

**RECOMMENDATION:**

Adopt Resolution No. 2014- , Authorizing The City Manager To Execute An Agreement For City Attorney Legal Services With Churchwell White, LLP.

**BACKGROUND:**

The City of Newman has a long and successful relationship with Thomas P. Hallinan for City Attorney municipal legal services. Mr. Hallinan also serves as City Attorney for a number of other cities within Stanislaus County. Unfortunately, another Stanislaus County city has elected to move their City Council meeting dates to the 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays; matching Newman's schedule. This conflict prompted Mr. Hallinan to notify the City of the necessity for change to occur prior to the first meeting in April.

**ANALYSIS:**

Through the City's association with Mr. Hallinan, the City has a current relationship with the law firm Churchwell White LLP. The City utilizes Churchwell White LLP for a current legal matters and a previous lawsuit filed against the City. In addition, Ms. Nubia Goldstein (an associate at Churchwell White LLP) has filled-in during Council meetings on dates when Mr. Hallinan was unavailable. It is being proposed that Ms. Goldstein be assigned the City Attorney function.

**FISCAL IMPACT:**

This action is budget neutral as it matches the City's current contract with Mr. Hallinan.

**CONCLUSION:**

The role of the City Attorney is to represent the City and provide legal guidance and interpretation when needed. City Legal Counsel is present at both City Council and Planning Commission meetings. Therefore, staff recommends that the Council adopt Resolution No. 2014- , Authorizing The City Manager To Execute An Agreement For City Attorney Legal Services With Churchwell White, LLP.

**ATTACHMENTS:**

1. Resolution No. 2014-
2. Engagement letter and proposed agreement.

Respectfully submitted,



---

Michael Holland  
City Manager

**RESOLUTION NO. 2014-**

**AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR CITY ATTORNEY SERVICES WITH CHURCHWELL WHITE, LLP**

WHEREAS, the City Manager of the City of Newman has recommended that the City Council approve a contract with Churchwell White, LLP for City Attorney Services; and

WHEREAS, long-term City Attorney Thomas P. Hallinan is resigning due to scheduling conflicts; and

WHEREAS, through the City's association with Mr. Hallinan, the City has a current relationship with the Churchwell White, LLP law firm; and

WHEREAS, the City has utilized Churchwell White, LLP for current legal matters and a previous lawsuit filed against the City; and

WHEREAS, Churchwell White, LLP's associate attorney Ms. Nubia Goldstein is being assigned to the City; and

WHEREAS, attorney Goldstein has filled-in during Council meetings on dates when Mr. Hallinan has been unavailable; and

WHEREAS, the City Council is desirous of entering into a contract with Churchwell White, LLP ; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman hereby approves the City Attorney Services agreement with Churchwell White, LLP and authorizes the City Manager to execute said agreement.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 25<sup>th</sup> day of March 2014 by Council Member \_\_\_\_\_, who moved its adoption which motion was duly seconded and was upon roll call carried and the resolution adopted by the following vote:

AYES:  
NOES:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Mayor of the City of Newman

ATTEST:

\_\_\_\_\_  
Deputy City Clerk of the City of Newman

March 19, 2014

Nubia I. Goldstein  
D 916.468.0946  
[nubia@churchwellwhite.com](mailto:nubia@churchwellwhite.com)

VIA EMAIL AND USPS ([mholland@cityofnewman.com](mailto:mholland@cityofnewman.com))

City of Newman  
Attn: Michael Holland  
1162 Main Street  
Newman, California 95360

**Re: Engagement Letter**

Dear Mr. Holland:

Introduction and Scope of Engagement. Thank you for selecting Churchwell White LLP (the “Firm”) to represent The City of Newman (“City”) as the City Attorney. In this letter, the words “you” and “your” refer to the Client, and the words “we,” “us” and “our” refer to the Firm. It is understood and agreed that the Firm’s representation of City does not include any tax-related advice or services with respect to this matter.

We look forward to a mutually satisfying relationship. I will serve as your principal contact. My office direct dial number is 916-468-0946. You should never hesitate to contact me, if and when, any question arises.

You may from time to time ask us to perform additional or other services beyond the engagement described above. If you do request such services, we may need to clear a conflict of interest or we may need to enter into a separate engagement letter with you. If the scope of our engagement changes, the terms set out in this letter agreement will apply, unless we enter into a subsequent letter agreement with you. Otherwise, the Firm will proceed in reliance upon the description and terms set forth in this letter. This engagement may be terminated by the City or us upon notice to the other, subject to applicable Rules of Professional Conduct. In order to avoid any misunderstandings, it is the Firm’s standard policy to set out the terms of our engagement at the outset.

Limitation on Scope of Engagement. Unless specifically retained, our representation of the City does not include representation of any officer, commissioners or employees in their individual capacity or any joint power authorities associated with the City (“Affiliates”). Accordingly, it is understood and agreed that any representation by the Firm of another client adverse to any Affiliates or other third parties does not constitute a conflict of interest and does not require your consent. This agreement has no third-party beneficiaries, and the Firm owes no attorney-client duties to persons or entities other than to the City, even if the City might owe them fiduciary or other duties.

Progress and Reporting. We will keep you reasonably informed concerning our representation of City and will communicate information and advice about significant developments related to the subject matter associated with our representation. You should, of course, feel free to communicate with us on any issue or matter that you feel deserves attention and we will endeavor to respond promptly. In order for us to assist you effectively and efficiently, we assume that the City will provide us with the factual information the City has which relates to the subject matter of our engagement, and that the City will make any appropriate business or technical decisions. In addition, we encourage the City to share with us at all times your expectations and any concerns regarding our services at any time during the course of our representation. We believe that the City should be actively involved in the strategy and management of its legal affairs and our goal is to encourage candid and frequent communication between us.

Fees and Costs. The costs to the City of Newman for retainer services will be \$1,500 per month for providing legal services at regularly scheduled City Council and Planning Commission meetings and up to ten (10) hours additional hours of general municipal services each month. Legal services for general municipal matters beyond the ten (10) hour included in the retainer will be billed at the following rates:

Partners:	\$150
Of Counsel:	\$150
Principal Attorneys:	\$150
Senior Associates:	\$150
Associates:	\$150
Paralegals:	\$100
Legal Assistants	\$35

Compensation for Specialized Services will be provided at the following rates:

Partners:	\$250
Of Counsel:	\$250
Principal Attorneys:	\$240
Senior Associates:	\$225
Associates:	\$200
Paralegals:	\$100

Legal Assistants        \$50

Compensation for Cost Recovery services will be provided at the following rates:

Partners:                \$350

Of Counsel:             \$350

Principal Attorneys:   \$325

Senior Associates:     \$300

Associates:             \$250

Paralegals:             \$150

Legal Assistant        \$85

We may retain other counsel to assist us on a contract basis. We will negotiate a fee with them and obtain your consent to it.

We try to assign work to lawyers, paralegals and others who can provide the necessary services most efficiently, but I will continue to be responsible for the entire assignment. Hourly rates are normally adjusted once a year for work performed beginning in January. The City of Newman consents to these rate adjustments unless you notify the Firm, in writing, to the contrary. We customarily send monthly invoices for services rendered and other charges incurred for your account during the previous month. The monthly invoice details the work performed and the types of charges incurred. Payment is due upon the receipt of our invoice. We also reserve the right to assess and collect late-payment charges at the rate of ten percent (10%) per year on past due accounts that are more than thirty (30) days past due.

Errors and Omissions Insurance. We have errors and omissions insurance to cover those services which we have agreed to provide.

Arbitration of Disputes. We anticipate a harmonious and satisfactory attorney-client relationship. If any disputes arise between us, we shall submit them to binding arbitration, which shall proceed pursuant to the Commercial Arbitration Rules of the American Arbitration Association. If the City does not wish to agree to arbitrate any dispute with us, you should not sign this letter. The City's agreement to arbitrate is not necessarily a condition of our agreement to represent the City, and upon request, we will consider deleting the arbitration provision.

In the unlikely event that a dispute arises concerning our fees or your payment of them, you may choose to arbitrate the dispute under the auspices of the California State Bar Mandatory Fee Arbitration Program, as set forth in California Business and Professions Code Section 6200, et seq. Those procedures permit a trial after arbitration, unless the parties agree in writing, after the

dispute has arisen, to be bound by the arbitration award. If, after receiving notice of client's right to arbitrate, the City does not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within thirty (30) days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as detailed herein. For more information on this program, please visit <http://www.calbar.ca.gov>.

Litigation. Parties to litigation have an obligation to preserve all potential evidence in their possession, custody or control and to prevent loss or destruction of that evidence. We need to discuss issues related to preservation of evidence at your first opportunity. In the meantime, please take all measures necessary to prevent the destruction or loss of potential evidence.

Termination. Unless terminated earlier, this representation and, unless the Firm represents the City in other matters, the attorney-client relationship will terminate automatically upon your receipt of the Firm statement reflecting completion of the substantive legal services described herein. Subsequent statements sent to collect expenses or unpaid balances, or the state of accounting/business records or client lists at the Firm, shall not extend the attorney-client relationship. After completion of the matter, changes may occur in laws or regulations that could have an impact on your future rights of responsibilities. Unless you engage the Firm after completion of this matter to provide additional services arising from the matter or any other matter, it is understood and agreed that the Firm will have no continuing obligation to advise you or any other person or entity with respect to future developments associated with this matter.

Return of Client Records. Upon the City's written request following any termination of this Agreement, the Firm will release to the City all of the City's records and files, subject to the Firm's right to retain copies of the same. The Firm shall have no duty or obligation to release any of those materials to you without your written request. In the event that you do not submit a written request to the Firm within thirty (30) days following termination of this Agreement, the City agrees that the Firm shall be entitled to destroy such records and files without any liability to the City. At any time after the termination of this Agreement, the Firm may give you written notice that it desires to deliver your records and files to you. You agree to notify the Firm within thirty (30) days of the address to which such records and files shall be delivered, and if you do not respond within that thirty (30) day period, you agree that the Firm may then destroy such records and files without any liability to the City. The City shall be responsible for all expenses related to the shipping and delivery of your files and records.

Consultation with Counsel. In the course of representing the City, we may consult with our own counsel on our own behalf and without cost to you, whether outside counsel or attorneys inside the Firm who do not perform work for the City on the subject matter of this representation, regarding our engagement for you, or one or more aspects of this engagement. To the extent that we are addressing the Firm's rights or responsibilities, a conflict of interest might be deemed to exist between the Firm and the City, particularly if a dispute were to arise between us and the City regarding the matter. The City hereby consent to such consultation, and waive any claim of conflict of interest based on such consultation or resulting communications that could otherwise disqualify us from continuing to represent the City or from acting in our own behalf, even if

doing so might be deemed adverse to your interests. The City acknowledges that such communications are protected by our own attorney-client privilege from disclosure to the City.

If you have any questions about any aspect of our arrangements or our invoices from time to time, feel entirely free to discuss those questions with me.

If the scope of the services we are to render to the City and the terms of the engagement are satisfactory, please confirm your agreement by executing the consent form below and returning one executed copy of this letter agreement to me.

Once again, thank you for this opportunity. We will endeavor to provide prompt and responsive legal services at all times.

Very truly yours,

CHURCHWELL WHITE LLP

Nubia I. Goldstein

NIG/ems

***AGREED & ACCEPTED***

The undersigned hereby agrees to retain Churchwell White LLP, as legal counsel, on the terms and conditions set forth in this letter.

The City of Newman

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By: Michael Holland

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Date:

## AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES

THIS AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES (“Agreement”) is made and entered into this first day of \_\_\_\_\_, 2014 (the “Effective Date”), by and between the City of Newman, a municipal corporation of the State of California (“City”), and the law firm of Churchwell White LLP, a California limited liability partnership (“Firm”). City and Firm may be referred to herein individually as a “Party” or collectively as the “Parties”. There are no other parties to this Agreement.

**Section 1. Appointment.** City hereby retains Firm to provide all legal services required by City (including such other public agencies or entities selected or appointed by City), and Firm hereby agrees to perform such legal services. Nubia I. Goldstein, an attorney of the Firm, is hereby appointed City Attorney for City. Thomas P. Hallinan and Douglas L. White shall serve as Deputy City Attorney.

**Section 2. Legal Services.** Legal Services under this Agreement shall include Basic Services, Specialized Services and Cost Recovery Services, detailed as follows:

**Section 2.1. Basic Services.** “Basic Services” include the following items:

- (a) Attendance at all meetings of the City Council (including regular, closed and special sessions) as needed.
- (b) Attendance at other public meetings involving City legal issues (i.e., Planning Commission) at the request of the City Council or City Manager.
- (c) Ten (10) hours of general municipal work including but not limited to the following:
  - (1) Preparation or review of staff reports, resolutions, ordinances, agreements, notices, declarations, certificates, deeds, ordinary leases and other legal documents as required by City.
  - (2) Consultation with City staff or City Councilmembers by phone, e-mail, or in person as needed, including the rendering of legal advice and opinions concerning legal matters that affect the City, including new legislation and court decisions.
  - (3) Consultation with City staff and City Councilmembers regarding municipal code violations and code compliance issues.
  - (4) Consultation with City management staff regarding basic personnel questions (e.g. wage and hour questions, medical and privacy disclosure) and issues that are not included in the Specialized City Attorney Services detailed in Section 2.2.
  - (5) Office hours at City Hall, if any.

(6) Oversight of outside legal counsel services, if any.

Basic Services may be requested by the City Council or any of its members, the City Manager, a City department head or upper management employee.

**Section 2.2. Specialized Services.** “Specialized Services” include the following items:

(a) Perform legal work pertaining to any property acquisition and disposal, public improvements, utilities, rights of way or easements.

(b) Prosecution of municipal code violations and formal administrative hearings and litigation regarding code compliance.

(d) All litigation, including both defense of claims against City and pursuit of legal and judicial remedies to collect damages due to City.

(e) Advice regarding specialized employment law issues, including, but not limited to personnel disciplinary matters, attendance at Skelly hearings, as necessary, Personnel Commission disciplinary hearings, and labor negotiations.

(f) Construction disputes, such as pursuing performance bonds.

(g) Advice regarding Affordable Housing issues, including by way of example housing financing transactions.

(h) Advice regarding non-routine or specialized matters such as updates to the City’s general plan, annexations, and Williamson Act issues.

Specialized Services and non-routine matters not specifically listed above may be requested by the City Council or any of its members, the City Manager, a City department head or upper management employee.

**Section 2.3. Cost Recovery Services.** Cost Recovery Services include the following items:

(a) Matters paid for by City out of a special fund rather than the General Fund (e.g. water, sewer, solid waste) or reimbursed by a third party (i.e., developer reimbursable legal fees).

(b) Matters that the City is authorized to impose and collect fees for the legal services rendered.

Cost Recovery Services may be requested by the City Council or any of its members, the City Manager, a City department head or upper management employee.

**Section 3. Compensation.**

**Section 3.1. Compensation for Basic Services.** During the term of this Agreement, City shall pay Firm a monthly retainer of One Thousand Five Hundred Dollars (\$1,500.00) (“Retainer”). The Retainer shall cover Basic Services as set forth in Section 2.1 of this Agreement. All other Basic Services shall be billed at a flat rate of \$155 per hour for attorneys, \$100 per hour for paralegals, and \$35 per hour for legal assistants, which is Firm’s effective billing rate for Basic Services for public clients. Firm will also charge and invoice City for all postage, photocopying and other administrative costs incurred to provide Basic Service to City. Firm may change the standard hourly billable rates for Basic Services from time to time upon thirty (30) days advance notice to City. Such changes shall be effective and not require any amendment to this Agreement.

**Section 3.2. Compensation for Specialized Services.** Specialized Services shall be billed to City at Firm’s public client Specialized Services billing rates, along with any associated expenses (e.g., postage, copy charges, court fees). Firm’s Specialized Services billing rates may be changed from time to time upon thirty (30) days advance notice to City. Such changes shall be effective without and not require any amendment to this Agreement. As of the date of this Agreement, Firm’s Specialized Services hourly billing rate for attorneys, paralegals and legal staff is as follows:

Partners	\$250
Of Counsel	\$250
Principal Attorney	\$240
Senior Associate	\$225
Associate	\$200
Paralegal	\$100
Legal Assistant	\$50

**Section 3.3. Compensation for Cost Recovery Services.** Cost Recovery Services shall be billed to City at Firm’s public client Cost Recovery Services billing rates, along with any associated expenses (e.g., postage, copy charges, court fees). Firm’s Cost Recovery Services billing rates may be changed from time to time upon thirty (30) days advance notice to City. Such changes shall be effective without and not require any amendment to this Agreement. As of the date of this Agreement, Firm’s Cost Recovery Services hourly billing rate for attorneys, paralegals and legal staff is as follows:

Partner	\$350
Of Counsel	\$350
Principal Attorney	\$325
Senior Associate	\$300
Associate	\$250
Paralegal	\$150
Legal Assistant	\$85

**Section 3.4. Outside Counsel.** If Firm requires assistance from attorneys not associated or affiliated with Firm who specialize in a specific field, such as tax or bankruptcy, even with regard to services within the scope of the Basic Services listed above, Firm will charge and City agrees to pay the billing rates for those attorneys. Firm shall get the consent of the City Council or City Manager prior to engaging any attorney not affiliated or associated with Firm to provide legal services to City.

**Section 3.5. Costs, Fees and Expenses.** Firm shall not be entitled to compensation for travel between Firm's office and City for purposes of attendance at regularly scheduled City Council meetings or regularly scheduled staff meetings. Firm shall, however, receive reimbursement for mileage charges, at the then current federal Internal Revenue Service's mileage rate, for such meeting related travel. Firm shall be entitled to receive compensation at its regular hourly rate for: (a) all other travel required pursuant to this Agreement (including attendance at special city council meetings, planning commission meetings, and staff meetings other than those regularly scheduled); and (b) travel undertaken to provide services to City when City has the ability to recover reimbursement for such compensation from third parties (e.g., Cost Recovery Services). When Firm is entitled to receive compensation for travel, it shall also, when applicable, be reimbursed by City for reasonable travel expenses, including mileage, meals and lodging.

**Section 3.6. Statements and Invoices.** Firm shall provide City with an itemized statement or invoice for fees, costs and expenses incurred on a periodic basis (generally monthly). All statements and invoices shall indicate the basis for all charges, including the hours worked or cost incurred, the hourly rate, and a brief description of the work performed. Firm will establish separate billing categories for specific matters and funding categories as City may direct. Reimbursable costs and fees will be separately itemized.

Firm statements and invoices are due when received by City. Payments shall be made by City to Firm within thirty (30) days of receipt of any statement or invoice, except for those specific items on an invoice that are contested or questioned and are returned by City with a written explanation of the question or contest, within thirty (30) days of receipt of the statement or invoice. Except as otherwise set forth in Section 3.5 of this Agreement, payments made to Firm more than thirty (30) days after the due date shall draw interest at ten percent (10%) per annum.

**Section 4. Term and Termination.** This Agreement shall continue until terminated by City or Firm upon sixty (60) days advance written notice to the non-terminating party. Upon termination Firm shall be entitled to and City shall immediately pay all amounts owed to Firm.

**Section 5. Independent Contractor.** The Firm shall perform all legal services required under this Agreement as an independent contractor of the City, and shall remain, at all times as to the City, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the City, nor any of its employees, shall have any control over the manner, mode, or means by which the Firm, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. City shall have no voice in the selection,

discharge, supervision or control of Firm employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

**Section 6. Conflicts.** The Firm has no present or contemplated employment that is adverse to the City. The Firm agrees that it shall not represent clients in matters, either litigation or non-litigation, against the City. However, the Firm may have past and present clients or may have future clients, who, from time to time, may have interests adverse to City, and the Firm reserves the right to represent such clients in matters not connected with its representation of the City.

If a potential conflict of interest arises in the Firm representation of two clients, if such conflict is only speculative or minor, the Firm shall seek waivers from each client with regards to such representation. However, if real conflicts exist, the Firm would withdraw from representing either client in the matter, and assist them in obtaining special counsel.

**Section 7. Professional Liability Coverage.** During the term of this Agreement, the Firm shall at all times maintain insurance coverage for professional liability. Evidence of Insurance shall be provided to the City upon the City's request.

**Section 8. Amendment.** This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties. Any non-material changes to the Agreement (e.g. change of Firm name) may be approved in writing by the City Manager and Firm and shall not require the approval of City Council.

**Section 9. Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement are declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.

**Section 10. Counterparts.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall be deemed one and the same instrument.

**Section 11. Venue.** In the event any Party brings an action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Stanislaus or in the United States District Court for the Northern District of California.

**Section 12. Notices.**

Any written notice to Firm shall be sent to:

Churchwell White LLP  
ATTN: Managing Partner  
1201 K Street, Suite 710

Sacramento, California 95814

Any written notice to City shall be sent to:

City of Newman  
Attn: Michael Holland  
1162 Main Street  
Newman, California 95360

**Section 13. Authorized Signatures.** Each Party signing this Agreement warrants that he or she has the authority to execute this Agreement on behalf of the principal and that the Party will be bound by such signature.

[SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date of execution by the City.

**CITY OF NEWMAN**

By: \_\_\_\_\_  
Michael Holland  
City Manager

**ATTEST:**

By: \_\_\_\_\_  
Mike Maier  
Deputy City Clerk

**CHURCHWELL WHITE LLP**

By: \_\_\_\_\_  
Nubia I. Goldstein  
Churchwell White LLP