



AGENDA
NEWMAN CITY COUNCIL
REGULAR MEETING JUNE 24, 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 June 17, 2014 Special Meeting. ([View Minutes](#))
 - d. A Resolution Ratifying Memorandum Of Understanding Between The City Of Newman And The Operating Engineers Local No. 3 Miscellaneous Bargaining Group.
 - e. Adopt Resolution No. 2014- , A Resolution Amending The City Of Newman Personnel Rules. ([View Report](#))
 - f. Adopt Resolution No. 2014- , A Resolution Adopting Salary Schedule For Management, Supervisory And Confidential Positions For The City Of Newman. ([View Report](#))
9. **Public Hearings**
 - a. Adopt Resolution No. 2014- , A Resolution Confirming The Assessment And Ordering The Levy For The Lighting And Landscape Maintenance District For Fiscal Year 2014/2015. ([View Report](#))
10. **Regular Business**
 - a. Adopt Resolution 2014- , A Resolution Authorizing The City Manager To Execute A Land Purchase And Sale Agreement For 200+/- Acres For Use In Operation Of The Wastewater Treatment Facilities. ([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

June 24 - City Council - 7:00 P.M.

June 29 - Comforting Kids Car Show - Pioneer Park - 9:00 A.M. - 4:00 P.M.

July 4 - Independence Day Holiday - City Offices Closed.

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

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

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

July 19 - Outdoor Movie Night - *Despicable Me 2* - Sherman Park - 8:00 P.M.

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

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: 06/20/2014 - 11:46 AM

<u>Name</u>	<u>Account</u>	<u>Amount</u>	<u>Check Numbe</u>	<u>Check Date</u>	<u>Description</u>
HOUSE STEPHANIE	10-45-6724	161.50	105610	06/20/2014	Reimbursements for supplies for Movie Night/House
		=====			
		161.50			
		=====			



AP Check Register June 20, 2014

Vendor	Fund-Dept-Acct	Amount	Date	Check #	Description
ABBOTT & KINDERMANN, LLP	10-15-6200	\$ 1,616.92	6/20/2014	105622	Professional services rendered thru 5/20/14/SCM Ranch
		\$ 1,616.92		105622 Total	
Advanced Building Cleaners, Inc.	10-33-6200	\$ 3,634.02	6/20/2014	105623	Power sweeping service/May 2014
		\$ 3,634.02		105623 Total	
ALCANTAR ROBERT	10-21-6200	\$ 73.53	6/20/2014	105624	Security services for OHS graduation/Alcantar
		\$ 73.53		105624 Total	
ARROWHEAD MOUNTAIN SPRING	10-14-6300	\$ 34.33	6/20/2014	105625	Bottled water delivered/May 2014
ARROWHEAD MOUNTAIN SPRING	10-21-6300	\$ 9.98	6/20/2014	105625	Bottled water delivered/May 2014
ARROWHEAD MOUNTAIN SPRING	10-45-6300	\$ 31.71	6/20/2014	105625	Bottled water delivered/May 2014
ARROWHEAD MOUNTAIN SPRING	60-50-6300	\$ 34.34	6/20/2014	105625	Bottled water delivered/May 2014
ARROWHEAD MOUNTAIN SPRING	60-50-6300	\$ 24.04	6/20/2014	105625	Bottled water delivered/May 2014
ARROWHEAD MOUNTAIN SPRING	60-50-6300	\$ 37.49	6/20/2014	105625	Bottled water delivered/May 2014
ARROWHEAD MOUNTAIN SPRING	63-56-6300	\$ 34.34	6/20/2014	105625	Bottled water delivered/May 2014
ARROWHEAD MOUNTAIN SPRING	63-56-6300	\$ 24.05	6/20/2014	105625	Bottled water delivered/May 2014
		\$ 230.28		105625 Total	
AT&T MOBILITY	10-02-6420	\$ 33.01	6/20/2014	105626	Cell phone use 5/6/14 to 6/5/14
AT&T MOBILITY	10-03-6420	\$ 30.81	6/20/2014	105626	Cell phone use 5/6/14 to 6/5/14
AT&T MOBILITY	10-06-6420	\$ 90.47	6/20/2014	105626	Cell phone use 5/6/14 to 6/5/14
AT&T MOBILITY	10-07-6420	\$ 8.28	6/20/2014	105626	Cell phone use 5/6/14 to 6/5/14
AT&T MOBILITY	10-14-6420	\$ 41.26	6/20/2014	105626	Cell phone use 5/6/14 to 6/5/14
AT&T MOBILITY	10-21-6420	\$ 417.96	6/20/2014	105626	Cell phone use 5/6/14 to 6/5/14
AT&T MOBILITY	10-22-6420	\$ 26.68	6/20/2014	105626	Cell phone use 5/6/14 to 6/5/14
AT&T MOBILITY	10-33-6420	\$ 29.19	6/20/2014	105626	Cell phone use 5/6/14 to 6/5/14
AT&T MOBILITY	10-44-6420	\$ 26.15	6/20/2014	105626	Cell phone use 5/6/14 to 6/5/14
AT&T MOBILITY	10-45-6420	\$ 80.58	6/20/2014	105626	Cell phone use 5/6/14 to 6/5/14
AT&T MOBILITY	22-20-6420	\$ 3.31	6/20/2014	105626	Cell phone use 5/6/14 to 6/5/14
AT&T MOBILITY	60-50-6420	\$ 259.02	6/20/2014	105626	Cell phone use 5/6/14 to 6/5/14
AT&T MOBILITY	63-56-6420	\$ 163.93	6/20/2014	105626	Cell phone use 5/6/14 to 6/5/14
AT&T MOBILITY	69-47-6420	\$ 9.76	6/20/2014	105626	Cell phone use 5/6/14 to 6/5/14
AT&T MOBILITY	73-70-6420	\$ 30.95	6/20/2014	105626	Cell phone use 5/6/14 to 6/5/14
		\$ 1,251.36		105626 Total	
BERTOLOTTI DISPOSAL	10-33-6220	\$ 502.74	6/20/2014	105627	Dump fees for 40 yard trash bin @ corp yard/May 2014
		\$ 502.74		105627 Total	
BONANDER PONTIAC, INC	10-22-6530	\$ 211.62	6/20/2014	105628	2 Key remotes for 2014 GMC Sierra/FD
		\$ 211.62		105628 Total	
Bohannon Insurance Group	10-00-2260	\$ 838.21	6/20/2014	105629	Professional services for June 2014/Health Ins
		\$ 838.21		105629 Total	
Brent Souza Custom Big Bales	60-50-6230	\$ 954.50	6/20/2014	105630	Big oat hay baling @ WWTP
		\$ 954.50		105630 Total	



AP Check Register June 20, 2014

Vendor	Fund-Dept-Acct	Amount	Date	Check #	Description
BUSINESS CARD	10-00-5830	\$ 176.21	6/20/2014	105631	7 shirts with City logos reimbursed
BUSINESS CARD	10-01-6300	\$ 12.10	6/20/2014	105631	Roberts Rules of Order
BUSINESS CARD	10-02-6690	\$ 67.61	6/20/2014	105631	Meals/Kevin Dale, Ken Rozelle, Lt Short & Chief Richardson
BUSINESS CARD	61-55-7505	\$ 171.43	6/20/2014	105631	7 chairs delivered for corp yard
BUSINESS CARD	63-56-6635	\$ 112.68	6/20/2014	105631	Water Distribution System Operation & maintenance course/
BUSINESS CARD	63-56-6690	\$ 29.49	6/20/2014	105631	Meals/FEMA CRS mtg
BUSINESS CARD	64-56-7505	\$ 171.43	6/20/2014	105631	7 chairs delivered for corp yard
		\$ 740.95		105631 Total	
Canon Solutions America, Inc.	10-14-6200	\$ 87.06	6/20/2014	105632	Color and black & white copies/CH
Canon Solutions America, Inc.	10-21-6200	\$ 48.22	6/20/2014	105632	Color and black & white copies/PD
Canon Solutions America, Inc.	60-50-6200	\$ 59.08	6/20/2014	105632	Color and black & white copies/PW
Canon Solutions America, Inc.	60-50-6200	\$ 87.07	6/20/2014	105632	Color and black & white copies/CH
Canon Solutions America, Inc.	63-56-6200	\$ 59.07	6/20/2014	105632	Color and black & white copies/PW
Canon Solutions America, Inc.	63-56-6200	\$ 87.07	6/20/2014	105632	Color and black & white copies/CH
		\$ 427.57		105632 Total	
Canon Financial Services, Inc.	10-14-6200	\$ 106.06	6/20/2014	105633	Lease payment on Canon copiers @ city hall/Finance
Canon Financial Services, Inc.	10-21-6200	\$ 196.96	6/20/2014	105633	Lease payment on Canon copiers @ PD
Canon Financial Services, Inc.	60-50-6200	\$ 86.70	6/20/2014	105633	Lease payment on Canon copiers @ city hall/PW
Canon Financial Services, Inc.	60-50-6200	\$ 106.06	6/20/2014	105633	Lease payment on Canon copiers @ city hall/Finance
Canon Financial Services, Inc.	63-56-6200	\$ 86.70	6/20/2014	105633	Lease payment on Canon copiers @ city hall/PW
Canon Financial Services, Inc.	63-56-6200	\$ 106.06	6/20/2014	105633	Lease payment on Canon copiers @ city hall/Finance
		\$ 688.54		105633 Total	
C B MERCHANT SERVICES,INC	63-56-6637	\$ 17.81	6/20/2014	105634	Bad debt payable/May 2014
		\$ 17.81		105634 Total	
Chevron & Texaco Business Card Services	10-21-6500	\$ 4,533.26	6/20/2014	105635	Gas and diesel purchases 5/15/14 to 6/14/14
Chevron & Texaco Business Card Services	10-22-6500	\$ 181.10	6/20/2014	105635	Gas and diesel purchases 5/15/14 to 6/14/14
Chevron & Texaco Business Card Services	10-33-6500	\$ 163.85	6/20/2014	105635	Gas and diesel purchases 5/15/14 to 6/14/14
Chevron & Texaco Business Card Services	10-44-6500	\$ 423.97	6/20/2014	105635	Gas and diesel purchases 5/15/14 to 6/14/14
Chevron & Texaco Business Card Services	60-50-6500	\$ 369.26	6/20/2014	105635	Gas and diesel purchases 5/15/14 to 6/14/14
Chevron & Texaco Business Card Services	63-56-6500	\$ 956.05	6/20/2014	105635	Gas and diesel purchases 5/15/14 to 6/14/14
Chevron & Texaco Business Card Services	69-47-6500	\$ 83.35	6/20/2014	105635	Gas and diesel purchases 5/15/14 to 6/14/14
		\$ 6,710.84		105635 Total	
Contra Costa County Sheriff's Office	10-21-6695	\$ 570.00	6/20/2014	105636	POST training/Firearms inst/Earle
		\$ 570.00		105636 Total	
Crowne Plaza Concord	10-21-6695	\$ 407.04	6/20/2014	105637	Lodging for POST training/Earle/check in 8/17/14 check out 8/21
		\$ 407.04		105637 Total	
Custom Valley Harobeds	60-50-6230	\$ 415.00	6/20/2014	105638	Hay hauling of 83 big oat hay bales @ WWTP
		\$ 415.00		105638 Total	
Dave's Drain Cleaning & Plumbing	61-55-7505	\$ 415.54	6/20/2014	105639	Demo & removal and install new plumbing fixtures at corp yard.
Dave's Drain Cleaning & Plumbing	64-56-7505	\$ 415.54	6/20/2014	105639	Demo & removal and install new plumbing fixtures at corp yard.



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Vendor	Fund-Dept-Acct	Amount	Date	Check #	Description
		\$ 831.08		105639 Total	
Deldon Fertilizer Company	60-50-6230	\$ 3,412.50	6/20/2014	105640	21000 lbs corn seed/WWTP
Deldon Fertilizer Company	60-50-6230	\$ 1,876.00	6/20/2014	105640	Planting/furrows and fertilize/WWTP
		\$ 5,288.50		105640 Total	
Downtown Ford Sales	60-50-7010	\$ 25,172.33	6/20/2014	105641	2015 Ford F250 pickup/WWTP
		\$ 25,172.33		105641 Total	
Dust Control by Dennis, LLC	60-50-6200	\$ 4,788.28	6/20/2014	105642	Dust-off application service @ WWTP/48 tons
		\$ 4,788.28		105642 Total	
EARLE (NT) CHAD	10-21-6695	\$ 150.00	6/20/2014	105643	Per diem for "Less lethal training 3 day"/Earle
EARLE (NT) CHAD	10-21-6695	\$ 250.00	6/20/2014	105643	Per diem for "Rifle training"/5 days/Earle
EARLE (NT) CHAD	10-21-6695	\$ 200.00	6/20/2014	105643	Per diem for "Firearms instructor training"/4 days/Earle
		\$ 600.00		105643 Total	
ENERGY SYSTEMS	10-07-6200	\$ 640.14	6/20/2014	105644	Annual maintenance @ Police dept
ENERGY SYSTEMS	62-60-6200	\$ 1,132.19	6/20/2014	105644	Annual maintenance of generator @ canal school lift station
ENERGY SYSTEMS	63-56-6200	\$ 1,226.78	6/20/2014	105644	Annual maintenance of generator @ well #8
ENERGY SYSTEMS	63-56-6200	\$ 690.96	6/20/2014	105644	Annual maintenance of generator @ well 1R
ENERGY SYSTEMS	63-56-6200	\$ 751.87	6/20/2014	105644	Annual maintenance of generator @ well #6
		\$ 4,441.94		105644 Total	
ENVIRONMENTAL TECHNIQUES	60-50-6300	\$ 3,540.00	6/20/2014	105645	60 ProOxidizer for aeration basin #1 @ WWTP
		\$ 3,540.00		105645 Total	
FERGUSON ENTERPRISES, INC	10-44-6300	\$ 186.31	6/20/2014	105646	Replacement kit for water fountain @ Lions Park
		\$ 186.31		105646 Total	
FGL ENVIRONMENTAL, INC	60-50-6200	\$ 2,818.00	6/20/2014	105647	Bacti/inorganic/support analysis @ WWTP
FGL ENVIRONMENTAL, INC	60-50-6200	\$ 1,036.00	6/20/2014	105647	Bacti/inorganic/support analysis @ WWTP
		\$ 3,854.00		105647 Total	
Floors Plus, Inc	10-07-6200	\$ 2,700.00	6/20/2014	105648	New flooring prep and install at City Hall
Floors Plus, Inc	60-50-6200	\$ 2,700.00	6/20/2014	105648	New flooring prep and install at City Hall
Floors Plus, Inc	63-56-6200	\$ 2,700.00	6/20/2014	105648	New flooring prep and install at City Hall
		\$ 8,100.00		105648 Total	
FRANKLIN PET CEMETERY & C	10-21-6208	\$ 4.40	6/20/2014	105649	Animal disposal clinic
FRANKLIN PET CEMETERY & C	10-21-6208	\$ 6.80	6/20/2014	105649	Animal disposal clinic
FRANKLIN PET CEMETERY & C	10-21-6208	\$ 23.20	6/20/2014	105649	Animal disposal clinic
FRANKLIN PET CEMETERY & C	10-21-6208	\$ 2.80	6/20/2014	105649	Animal disposal clinic
FRANKLIN PET CEMETERY & C	10-21-6208	\$ 34.00	6/20/2014	105649	Animal disposal clinic
		\$ 71.20		105649 Total	
GARTON TRACTOR	60-50-6530	\$ 1,188.32	6/20/2014	105650	Steering wheel leak repaired on Ford Tractor/WWTP
GARTON TRACTOR	60-50-6530	\$ 537.09	6/20/2014	105650	Knives for flail mower/WWTP
		\$ 1,725.41		105650 Total	
GEOANALYTICAL LAB, INC.	60-50-6200	\$ 365.00	6/20/2014	105651	BOD/TSS/Nitrates testing @ WWTP/May 2014
GEOANALYTICAL LAB, INC.	63-56-6200	\$ 2,198.25	6/20/2014	105651	Bacti/TTHM/HAAS/EDT reporting/Water dept/May 2014



AP Check Register June 20, 2014

Vendor	Fund-Dept-Acct	Amount	Date	Check #	Description
		\$ 2,563.25		105651 Total	
Golden Valley Awards	10-01-6300	\$ 16.22	6/20/2014	105652	2 Name badges/city council
		\$ 16.22		105652 Total	
Grand Lodge of California	40-07-8120	\$ 1,051.89	6/20/2014	105653	Interestl payment on new city hall/July 2014
Grand Lodge of California	40-07-8130	\$ 586.34	6/20/2014	105653	Principal payment on new city hall/July 2014
Grand Lodge of California	60-50-8125	\$ 1,051.89	6/20/2014	105653	Interest payment on new city hall/July 2014
Grand Lodge of California	60-50-8130	\$ 586.34	6/20/2014	105653	Principal payment on new city hall/July 2014
Grand Lodge of California	63-56-8125	\$ 1,051.89	6/20/2014	105653	Interestl payment on new city hall/July 2014
Grand Lodge of California	63-56-8130	\$ 586.34	6/20/2014	105653	Principal payment on new city hall/July 2014
		\$ 4,914.69		105653 Total	
Hilton Garden Inn	10-21-6695	\$ 342.72	6/20/2014	105654	Lodging/Less lethal trng/Earle/check-in 10/21/14 to 10/24/14
		\$ 342.72		105654 Total	
Hilton Garden Inn	10-21-6695	\$ 532.00	6/20/2014	105655	Lodging/Rifle instructor/Earle/check-in 12/14/14 to 12/19/14
		\$ 532.00		105655 Total	
Hutchins Michelle	10-00-5725	\$ 50.00	6/20/2014	105656	Refund soccer registration/ doesn't meet required age/M. Hutchin
		\$ 50.00		105656 Total	
INFOSEND, INC	60-50-6200	\$ 937.92	6/20/2014	105657	Utility bill and late notice mailings/May 2014
INFOSEND, INC	63-56-6200	\$ 937.92	6/20/2014	105657	Utility bill and late notice mailings/May 2014
		\$ 1,875.84		105657 Total	
IN-SYNCH SYSTEMS	10-21-6200	\$ 1,020.00	6/20/2014	105658	Monthly RMS subscription
		\$ 1,020.00		105658 Total	
J&E Janitorial and Handyman	10-07-6200	\$ 550.00	6/20/2014	105659	Cleaned and sealed new flooring @ city hall
J&E Janitorial and Handyman	10-07-6200	\$ 75.00	6/20/2014	105659	Cleaned public restrooms @ city hall
		\$ 625.00		105659 Total	
Krazan & Associates, Inc	20-32-7780	\$ 1,306.00	6/20/2014	105660	Compaction testing for CDBG Tulare St Improvements
		\$ 1,306.00		105660 Total	
Ledezma Yamilin	10-00-2840	\$ 200.00	6/20/2014	105661	Refund Memorial Bldg deposit/Ledezma
		\$ 200.00		105661 Total	
LOCAL GOV. COMMISSION	10-02-6635	\$ 75.00	6/20/2014	105662	Local government associate membership renewal 4/2014 to 4/2015
		\$ 75.00		105662 Total	
Mid Valley Agricultural Services, Inc	60-50-6230	\$ 6,180.00	6/20/2014	105663	30 bags corn seed/WWTP
		\$ 6,180.00		105663 Total	
MID VALLEY IT, INC	10-14-6200	\$ 715.60	6/20/2014	105664	IT CONTRACT/July 2014/FIN
MID VALLEY IT, INC	10-21-6200	\$ 1,431.20	6/20/2014	105664	IT CONTRACT/July 2014/PD
MID VALLEY IT, INC	60-50-6200	\$ 715.60	6/20/2014	105664	IT CONTRACT/SEWR/July 2014
MID VALLEY IT, INC	63-56-6200	\$ 715.60	6/20/2014	105664	IT CONTRACT/WATR/July 2014
		\$ 3,578.00		105664 Total	
NEWMAN SMOG AND LUBE	10-21-6530	\$ 263.59	6/20/2014	105665	Window regulator assembly installed/07 Chevy Tahoe
NEWMAN SMOG AND LUBE	10-21-6530	\$ 1,242.28	6/20/2014	105665	New engine mounts installed/AC hose/07 Chevy Tahoe
NEWMAN SMOG AND LUBE	10-21-6530	\$ 405.68	6/20/2014	105665	Replaced heater hoses/Tee fittings/engine cleaner/07 Chevy Tahoe



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Vendor	Fund-Dept-Acct	Amount	Date	Check #	Description
NEWMAN SMOG AND LUBE	10-21-6530	\$ 291.33	6/20/2014	105665	Oil, lube and filter change/AC service/07 Chevy Tahoe
		\$ 2,202.88		105665 Total	
NORMAC, INC.	10-44-6300	\$ 94.71	6/20/2014	105666	4 Falcon rotors
		\$ 94.71		105666 Total	
CITY OF PATTERSON	10-03-6200	\$ 660.00	6/20/2014	105667	Video reimbursement costs/May 2014
		\$ 660.00		105667 Total	
P G & E	10-07-6410	\$ 488.45	6/20/2014	105668	Gas and electric use @ city hall 5-7-14 to 6-6-14
P G & E	10-21-6510	\$ 31.85	6/20/2014	105668	Natural gas pumped from 5-7-14 to 6-6-14
P G & E	10-33-6510	\$ 95.55	6/20/2014	105668	Natural gas pumped from 5-7-14 to 6-6-14
P G & E	10-44-6510	\$ 64.50	6/20/2014	105668	Natural gas pumped from 5-7-14 to 6-6-14
P G & E	60-50-6410	\$ 488.45	6/20/2014	105668	Gas and electric use @ city hall 5-7-14 to 6-6-14
P G & E	60-50-6510	\$ 31.44	6/20/2014	105668	Natural gas pumped from 5-7-14 to 6-6-14
P G & E	63-56-6410	\$ 488.45	6/20/2014	105668	Gas and electric use @ city hall 5-7-14 to 6-6-14
P G & E	63-56-6510	\$ 31.45	6/20/2014	105668	Natural gas pumped from 5-7-14 to 6-6-14
		\$ 1,720.14		105668 Total	
ROCHA BACKHOE SERVICE, IN	10-33-6300	\$ 835.00	6/20/2014	105669	Trucked & supplied 13.36 tons cold mix to Prince/ meter install
ROCHA BACKHOE SERVICE, IN	63-56-6200	\$ 1,215.00	6/20/2014	105669	Assised with install of 2 6" water meters @ 2110 Prince/ backhoe
ROCHA BACKHOE SERVICE, IN	63-56-6300	\$ 835.00	6/20/2014	105669	Trucked & supplied 13.36 tons cold mix to Prince/ meter install
		\$ 2,885.00		105669 Total	
Rose Joanna	10-00-2840	\$ 200.00	6/20/2014	105670	Refund Memorial Bldg deposit/Rose
		\$ 200.00		105670 Total	
Sacramento County Sheriff's Department	10-21-6695	\$ 470.00	6/20/2014	105671	POST training registration/Less lethal/Earle/10/22 to 10/24/14
		\$ 470.00		105671 Total	
Sacramento County Sheriff's Department	10-21-6695	\$ 421.00	6/20/2014	105672	POST training registration/Rifle instructor/Earle/12/15 to 12/19
		\$ 421.00		105672 Total	
SIRCHIE	10-21-6300	\$ 208.83	6/20/2014	105673	Evidence tubing/PD
		\$ 208.83		105673 Total	
SPRINGBROOK SOFTWARE	10-14-6310	\$ 259.67	6/20/2014	105674	Monthly web payments/May 2014
SPRINGBROOK SOFTWARE	60-50-6310	\$ 259.67	6/20/2014	105674	Monthly web payments/May 2014
SPRINGBROOK SOFTWARE	63-56-6310	\$ 259.66	6/20/2014	105674	Monthly web payments/May 2014
		\$ 779.00		105674 Total	
State of Calif Dept of Justice	10-00-2014	\$ 445.00	6/20/2014	105675	Misc various livescan fees/ccw fee/record review
State of Calif Dept of Justice	10-03-6200	\$ 96.00	6/20/2014	105675	Livescan fees for/Davis/Xiong/Saldivar
State of Calif Dept of Justice	10-21-6200	\$ 110.00	6/20/2014	105675	Livescan fees for Y-Lead leaders/City of Gustine
		\$ 651.00		105675 Total	
STAPLES ADVANTAGE	10-14-6300	\$ 15.21	6/20/2014	105676	Credit card rolls/gel pen refills/bubble wrap/clear covers
STAPLES ADVANTAGE	60-50-6300	\$ 15.21	6/20/2014	105676	Credit card rolls/gel pen refills/bubble wrap/clear covers
STAPLES ADVANTAGE	60-50-6300	\$ 8.89	6/20/2014	105676	Steno books/highlighters
STAPLES ADVANTAGE	63-56-6300	\$ 15.21	6/20/2014	105676	Credit card rolls/gel pen refills/bubble wrap/clear covers
STAPLES ADVANTAGE	63-56-6300	\$ 8.89	6/20/2014	105676	Steno books/highlighters



AP Check Register June 20, 2014

Vendor	Fund-Dept-Acct	Amount	Date	Check #	Description
		\$ 63.41		105676 Total	
STAN COUNTY SHERIFF'S REG	10-21-6695	\$ 838.00	6/20/2014	105677	POST training registration/Villalobos 11/19 to 11/22/14
		\$ 838.00		105677 Total	
STAN COUNTY SHERIFF'S REG	10-21-6695	\$ 838.00	6/20/2014	105678	POST training registration/Marriott/ 12/1 to 12/4/2014
		\$ 838.00		105678 Total	
STANTEC CONSULTING SERVICE, Inc	60-50-6200	\$ 1,143.71	6/20/2014	105679	Groundwater monitoring services thru 5/16/14
STANTEC CONSULTING SERVICE, Inc	60-50-6200	\$ 277.50	6/20/2014	105679	Groundwater monitoring services thru 5/16/14/misc charges
		\$ 1,421.21		105679 Total	
Turlock Journal	10-21-6600	\$ 150.30	6/20/2014	105680	Classified ad/community services officer/3 day run.
		\$ 150.30		105680 Total	
GONZALEZ MAYRA	63-00-2010	\$ 98.17	6/5/2014	105681	Refund Check
		\$ 98.17		105681 Total	
VARGAS MARIA	63-00-2010	\$ 6.60	6/9/2014	105682	Refund Check
		\$ 6.60		105682 Total	
AMO SAMI	63-00-2010	\$ 70.84	6/12/2014	105683	Refund Check
		\$ 70.84		105683 Total	
UNIVAR USA, INC	63-56-6300	\$ 323.00	6/20/2014	105684	100 gals liquid chlorine delivered to well #6
		\$ 323.00		105684 Total	
UNITED STATES POSTMASTER	10-21-6330	\$ 132.00	6/20/2014	105685	200 .49 cent stamps/100 .34 cent stamps/PD
		\$ 132.00		105685 Total	
VILLALOBOS MIGUEL	10-21-6695	\$ 200.00	6/20/2014	105686	Per Diem/Gang conference for NCLUSD/Villalobos
		\$ 200.00		105686 Total	
VULCAN MATERIALS COMPANY	63-56-6300	\$ 210.84	6/20/2014	105687	One load concrete delivered to 2110 Prince Rd/new meter install
		\$ 210.84		105687 Total	
MATTOS NEWSPAPERS, INC.	10-01-6620	\$ 88.00	6/20/2014	105688	Public hearing notice/adoption ord add title 5 chapter 29
MATTOS NEWSPAPERS, INC.	10-06-6600	\$ 88.00	6/20/2014	105688	Site plan review 14-01/variance 14-01 ad
MATTOS NEWSPAPERS, INC.	10-15-6200	\$ 96.00	6/20/2014	105688	2nd amendmend to Sherman Ranch agreement ad
MATTOS NEWSPAPERS, INC.	10-21-6300	\$ 379.27	6/20/2014	105688	25 books "Notice to Appear" PD
MATTOS NEWSPAPERS, INC.	10-21-6300	\$ 206.21	6/20/2014	105688	Owner/animal information forms printed/PD
MATTOS NEWSPAPERS, INC.	10-21-6330	\$ 11.72	6/20/2014	105688	UPS freight charges/PD
MATTOS NEWSPAPERS, INC.	10-21-6600	\$ 60.00	6/20/2014	105688	Display ad/Thank you for crab feed/PD
MATTOS NEWSPAPERS, INC.	10-45-6724	\$ 39.45	6/20/2014	105688	Display ad/movie night
MATTOS NEWSPAPERS, INC.	10-45-6724	\$ 78.90	6/20/2014	105688	Display ad/movie night
MATTOS NEWSPAPERS, INC.	42-36-7751	\$ 72.00	6/20/2014	105688	Adoption of ordinance amending title 4/building regulations
		\$ 1,119.55		105688 Total	
Westside Landscape & Concrete	10-21-6270	\$ 266.00	6/20/2014	105689	Weed abatement of 525 Crow Hill Drive
Westside Landscape & Concrete	10-33-6300	\$ 172.19	6/20/2014	105689	1 Bradford Pear tree
		\$ 438.19		105689 Total	
YANCEY LUMBER COMPANY	10-07-6300	\$ 10.65	6/20/2014	105690	no-kink hose
YANCEY LUMBER COMPANY	10-21-6307	\$ 101.16	6/20/2014	105690	2 bags rice and lamb dog food/K-9



AP Check Register June 20, 2014

Vendor	Fund-Dept-Acct	Amount	Date	Check #	Description
YANCEY LUMBER COMPANY	10-22-6530	\$ 28.04	6/20/2014	105690	white spray paint/primer/rust remover
YANCEY LUMBER COMPANY	10-33-6300	\$ 108.34	6/20/2014	105690	wire rope/lockset/redwood
YANCEY LUMBER COMPANY	10-44-6300	\$ 29.17	6/20/2014	105690	key/measure tape/paint brushes/masking tape
YANCEY LUMBER COMPANY	24-32-7727	\$ 15.50	6/20/2014	105690	Rebar slip dowel/concrete
YANCEY LUMBER COMPANY	60-50-6300	\$ 70.68	6/20/2014	105690	sockets/flex ratchet
YANCEY LUMBER COMPANY	60-50-7505	\$ 77.01	6/20/2014	105690	cherry panels/adhesive/nails
YANCEY LUMBER COMPANY	61-55-7505	\$ 107.50	6/20/2014	105690	cherry panels/adhesive/nails
YANCEY LUMBER COMPANY	62-60-6225	\$ 24.29	6/20/2014	105690	1-1/8" deep socket/1/2" socket
YANCEY LUMBER COMPANY	63-56-6300	\$ 101.61	6/20/2014	105690	brass bushing/hose/concrete/misc fastners
YANCEY LUMBER COMPANY	64-56-7505	\$ 104.89	6/20/2014	105690	cherry panels/adhesive/nails
YANCEY LUMBER COMPANY	69-47-6300	\$ 15.01	6/20/2014	105690	rope/PVC union/male adapter
YANCEY LUMBER COMPANY	71-46-7505	\$ 73.81	6/20/2014	105690	Base shoe/i gallon stain/white dove cover
		\$ 867.66		105690 Total	
		\$ 118,239.03		Grand Total	



AP Check Register

June 20, 2014

Vendor	Fund-Dept-Acct	Amount	Date	Check #	Description
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AP Check Register

June 20, 2014

Vendor	Fund-Dept-Acct	Amount	Date	Check #	Description
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\$ 236,478.06

Grand Total



MINUTES
NEWMAN CITY COUNCIL
SPECIAL MEETING JUNE 17, 2014
CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET

1. **Call To Order** - Mayor Katen 7:00 P.M.
2. **Pledge Of Allegiance.**
3. **Invocation** - Mayor Pro Tem 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 Minutes Of The June 10, 2014 Meetings.
 - c. Approval Of City Manager Contract Extension And Amendment.

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

9. **Public Hearings.** - None.

10. **Regular Business**

- a. Report On 2014 Newman Fall Festival.

Julie Barcelos, Newman Fall Festival Committee, Requested That The Fall Festival Police Services Costs Not Exceed \$3,000.

Mayor Katen Inquired As To How Much The City Billed The Fall Festival Committee For Police Services The Prior Year.

Julie Barcelos, Newman Fall Festival Committee, Noted That Police Services Costs Were Approximately \$3,000 The Previous Year.

Mayor Katen Encouraged The Fall Festival Committee To Work With The Police Department In An Effort To Keep Costs Down.

ACTION: On Motion By Hutchins Seconded By Martina, The City Council Approved The Requests Submitted By The Fall Festival Committee, By The Following Vote: AYES: Davis, Hutchins, Candea, Martina And Mayor Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None

- b. Approve Fiscal Year 2014-2015 Annual Budget As Presented In The Preliminary Budget Document.

Council Member Hutchins Mentioned That He Believes The City Needs A Full-Time Recreation Director To Run All Recreation Programs Within The City.

Council Member Candea Agreed With Council Member Hutchins' Sentiments About The City Needing A Full-Time Recreation Director.

City Manager Holland Noted The Baseball Is The Only Recreation Program That The City Does Not Manage. Holland Asked The Council If They Wanted A Full-Time Director For Baseball Or If There Were Other Programs That The Council Would Like The City To Add. He Explained That Staff Needs To Understand What The Goal Would Be.

Council Member Davis Noted That The Karate Program Needs Additional Help.

Council Member Hutchins Noted That He Felt The Baseball Program Is Exposing The City To Potential Liability With Respect To Facility Maintenance.

City Manager Holland Pointed Out That The Recreation Director Has No Purview Of Parks Maintenance. Holland Suggested That Council Members Candea And Hutchins Meet With Staff To Discuss Their Visions For Newman's Recreation Department.

I. Adopt Resolution No. 2014-37, A Resolution Adopting The Budget For Fiscal Year 2014-2015.

ACTION: On Motion By Candea Seconded By Martina, Resolution No. 2014-37, A Resolution Adopting The Budget For Fiscal Year 2014-2015, Was Adopted By The Following Vote: AYES: Davis, Hutchins, Candea, Martina And Mayor Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

II. Adopt Resolution No. 2014-38, A Resolution Establishing The Appropriations Limit For Fiscal Year 2014-2015.

ACTION: On Motion By Martina Seconded By Hutchins, Resolution No. 2014-38, A Resolution Establishing The Appropriations Limit For Fiscal Year 2014-2015, Was Adopted By The Following Vote: AYES: Davis, Hutchins, Candea, Martina And Mayor Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

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

12. Items From The City Manager And Staff.

City Manager Holland Reported That The Recreation Department Won The City's Annual Softball Challenge.

Public Works Director Kim Indicated That The Final Cost Of The PG&E Street Light Program Was Lower Than Originally Projected.

13. Items From City Council Members - None.

14. Adjournment.

ACTION: On Motion By Candea Seconded By Martina, The Meeting Was Adjourned At 7:25 P.M. By The Following Vote: AYES: Davis, Hutchins, Candea, Martina And Mayor Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

Honorable Mayor and Members
of the Newman City Council

APPROVE MOU WITH MISCELLANENOUS EMPLOYEES BARGAINING GROUP

RECOMMENDATION:

Adopt Resolution No. 2014- , authorizing the City Manager to execute a one-year agreement with Operating Engineers Local #3 Miscellaneous Group.

BACKGROUND:

The City and Operating Engineers Local #3 Miscellaneous Employees are concluding a two-year agreement at the end of this Fiscal Year. The City and Bargaining Group have held a few meetings over the past several months and have reached terms for a preliminary one-year agreement. The one-year timetable was used based upon the City's budget deficits. The additional year will provide the City an opportunity to track another year of revenues.

ANALYSIS:

The terms of the proposed agreement consist of the following:

- Base salaries for the group would increase by 1.5% on July 1, 2014. In addition, the City would increase annual wages an additional 0.5% if the 2014/15 CAFR shows the City's General Fund revenues are equal to or exceed General Fund expenditures. The additional 0.5% increase would be effective the first day of the month following Council's acceptance of said CAFR.
- The City agrees to allow a one-time opportunity to cash out up to twenty (20) hours of vacation time on December 1, 2014. To be eligible, employees must maintain a minimum of 20 hours of vacation on the books after the cash out and are required to submit a written request to the Finance Department no later than close of day on October 31, 2014.
- The City agrees to increase the safety boot allowance from \$170.00 to \$200.00 per year.
- The City agrees to pay a one-time Clerical employee clothing allowance of \$100. Said payment will be made on or before December 31, 2014.
- The City agrees to a 10% increase in clothing allowance for in-field Public Works employees; from \$200 to \$220. Payment schedule will remain the same.
- The City agrees to modify Personnel Rules Section 515.c to read: "Employees who are assigned and complete a complete week of standby will be compensated with a \$200.00 stipend." Current wording compensates employees with 2 hours of CTO. Employees would still receive the standard call-out pay per Sec 5.13.

FISCAL IMPACT:

The fiscal impact to all funds is \$37,500; while the General Fund expense is approximately \$15,000 of the \$37,500.

CONCLUSION:

Staff recommends the Council approved the attached MOU with the Miscellaneous Bargaining Group. The terms of the agreement will have a minor impact on the City's General Fund; which will utilize reserves to cover the cost. However, staff believes our current financial situation supports the terms of the agreement.

ATTACHMENTS:

1. Resolution 2014-
2. Proposed Memorandum Of Understanding

Respectfully submitted,



Michael Holland
City Manager

RESOLUTION NO. 2014-

**A RESOLUTION RATIFYING MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF NEWMAN AND THE OPERATING ENGINEERS
LOCAL #3 MISCELLANEOUS BARGAINING UNIT**

WHEREAS, duly appointed representatives of the City of Newman and Operating Engineers Local Union #3 representing certain employees of the City of Newman, to wit, Miscellaneous employees bargaining unit - have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of such employees; and

WHEREAS, said representatives have reached an agreement on matters relating to wages, hours and other terms and conditions of employment of such employees; and

WHEREAS, the agreement so reached has been reduced to writing in that certain Memorandum Of Understanding and has been presented to the City Council for determination, a copy of which is attached hereto marked Exhibit "A" and made a part hereof by this reference.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newman that certain Memorandum of Understanding between the City of Newman and Operating Engineers Local Union #3 dated June 24, 2014, is hereby approved and determined that Michael E. Holland, as City Manager is authorized to sign the same on behalf of the City of Newman.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 24th day of June, 2014 by Council Member _____, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

Deputy City Clerk of the City of Newman

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE**



CITY OF NEWMAN

AND THE

NEWMAN OPERATING ENGINEERS, LOCAL UNION NO. 3



**FOR AND ON BEHALF OF THE
MISCELLANEOUS EMPLOYEES**

**FISCAL YEAR
2014/15**

MEMORANDUM OF UNDERSTANDING

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF NEWMAN**

AND THE

**NEWMAN OPERATING ENGINEERS, LOCAL UNION NO. 3
FOR AND ON BEHALF OF THE
MISCELLANEOUS EMPLOYEES**

This Memorandum Of Understanding, hereinafter referred to as the "Understanding," is made and entered into at Newman, California this 24th day of June, 2014, by and between the City of Newman, hereinafter referred to as the "City," and the Newman Operating Engineers, Local Union No. 3, hereinafter referred to as the "Union," for and on behalf of the employees it represents. *The term of this contract shall be July 1, 2014 through June 30, 2015.*

DEFINITIONS

1. The term "City" shall mean the City of Newman and, where appropriate herein, the Mayor, the City Manager and/or other appropriate Management staff, or if required, the City Council.
2. The term "day" shall mean a calendar day with each day commencing at 2:01 a.m. and ending at 2:00 a.m.
3. The term "regular employee" or "regular employees" shall mean a person or persons employed in a full-time more than 35 hours per week position by the City and who has successfully completed the probationary period.
4. The term "overtime rate" shall mean 1.5 times the regular hourly rate of pay.
5. The term "work week" shall mean any consecutive seven (7) day period, as determined by the City, beginning at 5:01 p.m. on Friday and ending at 5:00 p.m. on the following Friday. Nothing contained herein shall be construed as preventing the City from restructuring the normal work day or work week for the purpose of promoting the efficiency of municipal government.
6. The term "temporary employees" shall mean an employee who is appointed to a non-regular position for a limited period of time.
7. The term "part-time employee" shall mean an employee working 35 hours or less per week for the City.

ARTICLE I. PURPOSE

- A. The purpose of this Memorandum Of Understanding is to promote and provide harmonious relations, peaceful resolution of disputes, and cooperation and understanding between the City and its employees covered herein and to set forth the full and entire understanding reached as a result of meeting and conferring on hours, wagers, and working conditions in accordance with State and Federal laws and City ordinances, rules and regulations.

ARTICLE 2. RECOGNITION

- A. The City recognizes the Operating Engineers Local Union No. 3 as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours and conditions of employment, for all regular City employees excluding the Police Department, management, confidential, seasonal (those hired to work for a fixed period of time which is less than one year), casual, supervisory employees and all, elected officials or officers of the City.

ARTICLE 3. NO STRIKE

- A. The Union and the employees covered by this Understanding recognize and agree that the rendering of services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and that to do so could endanger the health, safety, and welfare of the inhabitants thereof. Therefore, during the term of this Understanding, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work stoppage, strike, or any other obligations of the City, nor will it honor picket lines or sympathy strikes of other employers.
- B. The Union agrees to notify all local officers and representatives of their obligations and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 3.A. to return to work.
- C. The City may impose discipline, including discharge or suspension without pay on any, some or all of the employees participating therein, and/or any, some or all of the leaders of the labor organizations who so participate, as the City may choose. The City's decision with regard to such disciplined employees shall be final.
- D. Nothing continued herein shall preclude the City from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 4. MANAGEMENT RIGHTS

- A. It is understood and agreed that the City possesses the sole right and authority to operate and direct the employees of the City and its various departments in all aspects including, but not limited to:

1. The right to determine its mission and policies, and set forth all standards of service offered to the public;
 2. To plan, direct, control and determine the operations or services to be conducted by employees of the City;
 3. To direct the working forces;
 4. To determine the number of the personnel needed to carry out the departmental mission;
 5. To hire, assign, schedule, and transfer employees within the department or other related functions;
 6. To promote, suspend, discipline, or discharge for just cause;
 7. To establish work and productivity standards subject to the meeting and conferring as required by law;
 8. To assign overtime;
 9. To lay off or relieve employees due to lack of work or funds or for other legitimate reasons;
 10. To make, publish and enforce rules and regulations subject to meeting and conferring as required by law;
 11. To introduce new or improved methods, equipment or facilities;
 12. To determine whether goods and services shall be made or purchased;
 13. To take any and all actions as may be necessary to carry out the mission of the City in situations of civil emergency as may be declared by the Mayor, the City Council the City Manager, or the Police Chief, provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Understanding.
- B. The preceding list is not intended to be exhaustive and this Understanding reserves the City all rights or powers not expressly limited by the terms of this Understanding. The Mayor, City Council, and City Manager have sole authority to determine the purpose and mission of the City and the amount of budget to be adopted thereto.
- C. Nothing contained in this understanding shall be construed as a guarantee of permanent employment and continuance of employment shall be subject to good behavior, satisfactory work performance, necessity for the performance of work and the availability of funds.

ARTICLE 5. NON-DISCRIMINATION

- A. Discrimination Prohibited. Neither the City nor the Union shall discriminate against any employee covered by this Understanding in a manner which would violate any applicable laws because of race, religion, sex, creed, color, national origin, ancestry, medical condition, marital status or age or participation in the activities of any lawful organization.
- B. Union Membership Or Activity. Neither the City nor the Union shall interfere with the right of employees covered by this Understanding to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.
- C. Union Fair Representation. The Union agrees to and acknowledges its responsibility to fairly represent all employees in the bargaining unit without regard to race, religion, color, creed, age, national origin, political affiliation or beliefs, sex, handicap, job classification or employment status.

ARTICLE 6. RETIREMENT

- A. The City has entered into a contract with PERS to provide two-tier retirement benefits under the State Public Employee Retirement Systems as follows:

Full-time employees hired before December 1, 2010 shall be entitled to the following benefit.

<u>Employee Type</u>	<u>Retirement Program</u>
Miscellaneous Employees	"2.7% at 55 Formula"

The city agrees to pay five percent (5%) of the Employee's Total Contribution Rate. Employee shall be responsible for the remaining share.

Specific details regarding this retirement plan are available to employees from the Personnel Department.

Full-time employees hired on or after December 1, 2010 shall be entitled to the following benefit.

<u>Employee Type</u>	<u>Retirement Program</u>
Miscellaneous Employees	"2% @ 55 Formula"

The City shall be responsible for the entire Employer's Total Contribution Rate. Employee shall be responsible for the entire Employee's Total Contribution Rate.

Full-time employees hired on or after January 1, 2013, shall be entitled to the following benefit and subject to the provisions.

These employees are subject to the provisions of AB 340 also known as the California Public Employees' Pension Reform Act of 2013, PEPRRA.

New employees hired on or after January 1, 2013 are subject to the mandatory contributions toward one-half of the employer's total normal cost as outlined in PEPRRA. These employees are enrolled into a New Miscellaneous Formula that most closely matches the City's lowest amount of the existing "at Age 55" formula. PERS has determined the new formula for Newman Miscellaneous employees shall be:

Existing Formula
2% at Age 55

New Formula
2% at Age 62

ARTICLE 7. INSURANCE PROGRAMS

The City agrees to provide the insurance programs described in this Article. The City reserves the right to provide these insurance programs by self-insurance, through an insurance company or by any other method which provides the coverage outlined in the Memorandum Of Coverage attached hereto.

A. Health Insurance. The City agrees to continue the current health care programs and funding mechanism. Beginning July 1, 2013, the City agrees to continue to provide up to \$1,050 per month towards an employee's Health Insurance cost; inclusive of all HSA deposits and insurance premiums. The City agrees to fund HSA deposits semi-annually; allotments will be made on the first working day in January and July. Early second allotments can be requested provided the employee signs an affidavit indicating the first payment has been used for health care and the remaining is necessary for health care costs.

The City reserves the right to add and/or delete programs as it determines necessary. Additions and/or deletions shall only occur after the City meets and confers with the Union.

B. Dental/Vision Benefits. Beginning July 1, 2014 and extending through the term of this contract the City shall offer employees and their dependents a dental insurance program. The City shall provide each employee under this coverage with a summary description of the program: Group Dental/Vision Benefit Plan Number 943 as attached hereto.

City costs in providing Dental/Vision Benefits shall not exceed the following average cost per employee: \$60/month

C. Health and Dental/Vision Benefit Costs.

1. City cost for providing health and dental/vision benefits during the term of this contract shall not exceed those limits enumerated above. Employees will be responsible for payment of premiums exceeding the above limits.
2. Employees who can demonstrate that they have health insurance from a source other than the City, shall be allowed to cancel their participation in a City health insurance program, subject to the program's limitations. Such employees shall have \$300 contributed monthly by the City on their behalf to a City provided deferred compensation plan.

ARTICLE 8. WAGES

A. Wage Increase.

Effective July 1, 2014, the City agrees to award a 1.5% wage increase (COLA) to the employee's annual base earnings. Should the City's 2014/15 Certified Annual Financial Report (CAFR) show City General Fund revenues are equal to or exceed General Fund expenditures, the City agrees to increase the 2014/15 COLA an additional 0.5% (2% total). The City and Union agree that said increase will be effective the first day of the month following the Council's acceptance of said CAFR.

Incentive Pay. The City and Union wish to craft an incentive system of compensation which recognizes and rewards employees who achieve certain job related certification and skills which add to their service the community. Qualified incentives shall be an additional percentage of salary and for each employee shall not exceed 10%.

The following incentives are available to employees within this bargaining unit. Those employees who are required through their job description to maintain a listed license, certificate or degree are not eligible for that incentive.

Grade I License

Maintenance Worker I Series Employees who have been granted and maintain a minimum Grade I license for water systems from the California Department of Health Services, or a Grade I license for wastewater treatment operators from the California Regional Water Quality Control Board shall receive additional compensation in the amount of seven and one-half percent (7.5%) of base pay.

Pesticide Application Certificate

Maintenance Worker Series Employees who have been granted and maintain a State Department of Pesticide Regulation qualified Applicator Certificate shall receive additional compensation in the amount of one and one-half percent (1.5%) of base pay.

Backflow Prevention Certificate

Maintenance Worker Series Employees who have been granted and maintain a State Department of Health Services Domestic Water Backflow Prevention Certificate shall receive additional compensation in the amount of one and one-half percent (1.5%) of base pay.

Bilingual

Clerical employees who are certified as Bilingual in English-Spanish both spoken and written, shall receive additional compensation in the amount of two and one-half percent (2.5%) of base pay. Said certification shall be determined by the City subject to review and input by the union. Bilingual employees shall be fluent to a level so as to easily communicate with Spanish speaking customers and the public on City business matters.

Non-clerical employees who are certified as Bilingual in English-Spanish, spoken only, shall receive additional compensation in the amount of one and one-quarter (1.25%) of the base

pay. Non-clerical employees are not eligible to receive the full 2.5% bilingual pay incentive.

Education

Public Works or clerical employees who have obtained a job related Associate of Science or Arts Degree from an accredited college shall receive additional compensation in the amount of three percent (3%) of base pay. *An employee who has obtained a Bachelor of Science or Arts Degree shall receive additional maximum compensation of 6% of base pay.* Job related degrees may include as appropriate: construction of project management, building science, engineering, water and wastewater management, business administration and accounting. In the event there is a questions as to whether the Associate of Science or Arts Degree or the Bachelor of Science or Arts Degree is job related the City and the Union will confer on the issue.

Proof of certification must be presented to the City Manager for approval. The incentive pay will be included on the payroll following approval by the City Manager. It is the responsibility of the employee to provide certification.

B. Vacation Cash Out.

The City agrees to allow a one-time opportunity to cash out up to twenty (20) hours of vacation time on December 1, 2014. To be eligible, employees must maintain a minimum of 20 hours of vacation on the books after the cash out and are required to submit a written request to the Finance Department no later than close of day on October 31, 2014.

ARTICLE 9. BULLETIN BOARDS AND INTEROFFICE MAIL

- A. Reasonable space shall be allowed on bulletin board for use by the Union to communicate with employees consistent with Section C. below.
- B. The Union may make reasonable use of the City's interoffice mail system to communicate with appointing officers, department heads, stewards and officers of the Union consistent with Section C. below.
- C. Use of City-paid time, facilities and resources shall be limited to lawful activities consistent with this MOU and shall not include such internal union business as soliciting membership, campaigning for office, and notification of organizational meetings and elections, and shall not interfere with the efficiency, safety, and security of City operations.

ARTICLE 10. FAIR SHARE FEES

The employer will provide payroll deduction of dues for Newman Miscellaneous Employees Association and Operating Engineers Local Union No. 3 pursuant to the following:

- A. Union Dues and Service Fee. All regular full-time employees shall, as a condition of continuing employment, become and remain members of the Union or shall pay a representation service fee which is the employee's proportionate share of the Union's cost of meeting and conferring and

administering the Understanding. Such representation service fee shall in no event exceed the total regular periodic membership dues paid by unit employees.

- B. Implementation. Any employee subject to this Memorandum of Understanding shall be provided through the employer with a notice advising that the employer has entered into a Fair Share agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union, pay a service fee or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee, or a charitable contribution equal to the service fee. Said employee shall have five working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the employer. If the form is not completed properly and returned within five working days, the employer shall commence and continue a payroll deduction of Union dues from the regular pay of such employee.
- C. Effective Date. The effective date of Union dues, service fee deductions or charitable contributions for such employees shall be the beginning of the first pay period of employment or the pay period following the ratification and adoption of this agreement by the Union and the employer or after the Union has complied with paragraph F.
- D. Religious Exemption. Any employee subject to this Memorandum of Understanding who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization, shall, upon presentation of verification of active membership in such religion, body or sect be permitted to make a charitable contribution equal to the Union dues or service fee and initiation fees, to a non-religious, non-labor charitable fund exempt from taxation under Section 501 C(3) of the Internal Revenue code chosen by the employee from any fund maintained by the United Way of Stanislaus. Declarations of or applications for religious exemption and any supporting documentation shall be forwarded to the Union within fifteen days of receipt by the employer. The Union shall have fifteen days after receipt of a request for religious exemption to challenge any exemption granted by the employer. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution to the challenge. Charitable contributions shall be by regular payroll deduction only.
- E. Exclusion of Employees. The Agency Shop provisions set forth herein shall not apply to management, confidential or supervisory employees. Any position so designated may be disputed by the Union, and the matter shall be decided by an arbitrator.
- F. Financial Report. The Union will cause to be prepared an audit of chargeable and non-chargeable expenses on an annual basis and pursuant to applicable law, shall provide such report to individuals who have chosen or may choose to pay a service fee.
- G. Hold Harmless. The Union shall indemnify and hold employer and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein.

ARTICLE 11. DUES CHECKOFF

- A. **Checkoff.** Upon receipt of a signed authorization from an employee in the form set forth in Appendix A, the regular monthly dues (uniform in dollar amount) of the Union shall be deducted from such employee's pay. The Financial Officer of the Union shall notify the Payroll Department (with a copy to Personnel) by certified mail the amount of union dues to be deducted. Deductions shall be made on each of each month and shall be remitted promptly to the Financial Officer of the Union. The Union shall give the City thirty (30) days notice of any change in the amount of union dues to be deducted. A participating employee may revoke the voluntary dues deduction at any time by written notice to the City.
- B. **Indemnification.** The Union shall indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the City or any Department of the City for the purpose of complying with the provisions of this Article. The Union will also refund to the Employer any amount paid to the Union in error by reason of the dues deduction provision. The Union agrees to reimburse the City for the cost of making such deductions, said cost to be not more than one percent (1%) of the amount deducted.

ARTICLE 12. STATE DISABILITY INSURANCE

The City shall maintain membership in the State Disability Insurance (SDI) program through the term of this Agreement. The costs associated with the employees' participation shall be borne by the employees.

ARTICLE 13. UNIFORM ALLOWANCE

- A. During Fiscal Year 2014/15, the city shall provide Public Works Personnel under this bargaining unit with uniform shirts and cleaning service. In addition each Public Works Employee covered under this MOU shall receive an additional clothing allowance of \$220 per year payable in equal one-half installments July 1st and January 1st.
- B. In addition, each maintenance worker shall be annually entitled to one (1) pair of approved safety boots, total cost not to exceed \$200 per pair. City may designate a retailer to provide said safety boots.
- C. The City agrees to pay a one-time Clerical employee clothing allowance of \$100. Said payment will be made on or prior to December 31, 2014.

ARTICLE 14. MAINTENANCE OF MEMBERSHIP

Employees in the bargaining unit who were members of the Union on July 1, 1993 shall as a condition of continued employment with the City, continue to be dues paying members of the Union for the duration of this Agreement.

ARTICLE 15. INCORPORATION OF PERSONNEL RULES

The City of Newman Personnel Rules as legally adopted by the City Council are incorporated as part of this Memorandum of Understanding. Prior to implementing any changes during the term of this Memorandum of Understanding which fall under Meyers-Milias-Brown the City will first Meet and Confer with the Union. Changes not requiring Meet and Confer may be made as necessary by the City. To the extent there is a discrepancy between the terms of the Memorandum of Understanding and the City of Newman Personnel Rules, the terms of the Memorandum of Understanding will control.

ARTICLE 16. ENTIRE UNDERSTANDING

This Understanding supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein. The parties acknowledge that during the negotiations, which resulted in this Understanding, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Understanding. The Union recognizes that the City has the freedom to make changes in all operations or terms and conditions of employment without further negotiations with the Union except as such may violate any express terms of this Understanding. This constitutes the complete and entire agreement between the parties and may only be amended during its term by the parties' mutual agreement in writing and, if required, approved by the City Council.

ARTICLE 17. SAVING

If any provision of this Understanding is subsequently declared by legislative or judicial authority to be invalid, unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Understanding shall remain in full force and effect.

If any provisions of this Understanding are found to be in conflict with the statutory powers of the City, said statutory powers shall take precedence.

The provisions of this Understanding shall be subordinate and subject to any present or subsequent Federal law, State law, or City Charter provision.

The terms of this Understanding supersedes any inconsistent provision in an ordinance, rule, or other governing document which the city has power to amend.

ARTICLE 18. TERM OF UNDERSTANDING

This Understanding shall be effective as of the first day of July, 2014 and shall remain in full force and effect until the June 30, 2015 and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred and twenty (120) days prior to the anniversary date that it desires to modify or terminate this Understanding. In the event such

notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. This Understanding shall remain in full force and effect during the entire period of negotiations for a modification of this Understanding, and shall be automatically extended until such time as a new or modified Understanding is approved by both parties, effective date of termination notwithstanding.

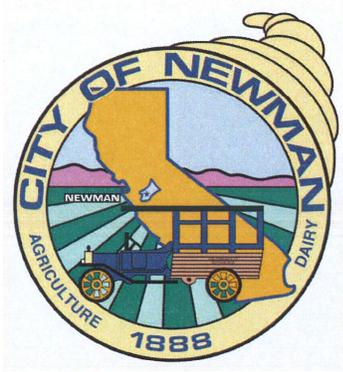
FOR THE CITY

City Manager

FOR THE UNION

Business Representative

Unit Representative



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

Date: June 18, 2014

To: Newman City Council

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

Subject: Item No. 8.e. Amendment to Personnel Rules.

Pursuant to the terms of a tentative agreement with Operating Engineer's Local #3 Miscellaneous Bargaining Group, the City has agreed to change Section 515.c of the Personnel Rules; Stand-By Pay: Non-Police. The following change is proposed:

Original wording:

c) Compensation for standby duty shall consist of a minimum of two (2) hours of CTO plus straight CTO for any additional hours over the minimum.

Proposed wording:

c) Employees who are assigned and complete a whole week of standby will be compensated with a \$200.00 stipend.

Staff recommends the Council adopt Resolution No. 2014- , approving the change to Section 515.c of the Personnel Rules.

RESOLUTION NO. 2014-

A RESOLUTION AMENDING RULES AND REGULATIONS FOR THE ADMINISTRATION OF A MERIT PERSONNEL SYSTEM FOR THE CITY OF NEWMAN

WHEREAS, the City Council, on August 24, 1999, adopted Resolution No. 99-36, A Resolution Adopting Rules And Regulations For The Administration Of A Merit Personnel System For The City Of Newman; and

WHEREAS, the objectives of the Rules and Regulations are to facilitate efficient and economical services to the public and to provide for a fair and equitable system of personnel management in the municipal government; and

WHEREAS, the aforementioned Personnel Rules were comprehensively reviewed and updated in June of 2011; and

WHEREAS, the City Of Newman and the Operating Engineers Local #3 Miscellaneous Bargaining Unit; have reached an agreement regarding a 2014 Memorandum Of Understanding Between The City Of Newman and the Operating Engineers Local #3 Miscellaneous Bargaining Unit; and

WHEREAS, the City has agreed to modify Personnel Rules Section 515 - STAND-BY PAY: NON-POLICE as one of the terms of the aforementioned agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman does hereby change the Personnel Rules by amending Section 515 - STAND-BY PAY: NON-POLICE as follows:

SECTION 515 – STAND-BY PAY: NON-POLICE

- a) Employees assigned to standby shall be provided with a pager and/or a cellular phone and shall be able to report to the work site within 30 minutes. Employees on standby shall have the option to trade weeks with another qualified employee, with prior approval of the department head.
- b) Duties during standby may include 2 hours on Saturday and 2 hours on Sunday to clean and inspect City parks and public buildings and other tasks as assigned by the Public Works Director.
- c) ~~Compensation for standby duty shall consist of a minimum of two (2) hours of CTO, plus straight CTO time for any additional hours over the minimum.~~ *Employees who are assigned and complete a whole week of standby will be compensated with a \$200.00 stipend.*

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 24th day of June, 2014 by Councilmember _____, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES:

NOES:

ABSENT:

APPROVED:

ATTEST:

Mayor of the City of Newman

Deputy City Clerk of the City of Newman



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

Date: June 18, 2014

To: Mayor and City Council

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

Subject: Item No. 8.f. – Salary schedule for Management, Supervisory and Confidential employees.

Please find attached a copy of the salary schedule for Management, Supervisory and Confidential employees. This group has agreed to accept the same cost of living adjustment (1.5%) and vacation cash out opportunity (20 hours on Dec. 1, 2014) offered to the Miscellaneous Bargaining Group. The attached salary schedule reflects their new salary range.

ATTACHMENTS:

1. Resolution No. 2014-
2. Salary schedule for Management, Supervisory and Confidential employees.

RESOLUTION NO. 2014-

**A RESOLUTION ADOPTING SALARY SCHEDULE FOR MANAGEMENT, SUPERVISORY
AND CONFIDENTIAL POSITIONS FOR THE CITY OF NEWMAN**

WHEREAS, the City Council of the City of Newman has completed an investigation concerning the salaries paid to the persons in management, supervisory and confidential positions in the City of Newman.

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

1. That the range for wages and salaries for the all management, supervisory and confidential positions of the City of Newman shall be as identified in Exhibit "A" (attached).
2. Each of said salaries and wages shall be effective as of July 1, 2014, and awarded per Personnel Rules and Regulations.
3. A one-time sell back of up to 20 hours of unused vacation time will be granted to all Management, Supervisory and Confidential positions on December 1, 2014.
4. These previously granted benefits shall remain in full force and effect
 - a. Maintenance of current health insurance benefits; all positions.
 - b. 2% salary match towards a deferred compensation program (Chief of Police, Public Works Director, Community Development Director, Deputy City Clerk, Finance Director),

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 24th day of June, 2014 by Council Member _____, who moved its adoption, which motion was duly seconded and it was upon roll call vote adopted.

AYES:
NOES:
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

Deputy City Clerk

EXHIBIT "A"

**CITY OF NEWMAN
MANAGEMENT - FULL TIME REGULAR EMPLOYEES**

Effective July 1, 2014 - 1.5% COLA

Salary Range #	Job Title	Monthly Salary Range				
		Step A	Step B	Step C	Step D	Step E
17	Recreation Supervisor	\$2,963	\$3,111	\$3,266	\$3,430	\$3,601
18		\$3,036	\$3,188	\$3,348	\$3,515	\$3,691
19		\$3,111	\$3,267	\$3,430	\$3,602	\$3,782
20		\$3,189	\$3,349	\$3,516	\$3,692	\$3,877
21		\$3,266	\$3,429	\$3,601	\$3,781	\$3,970
22		\$3,348	\$3,516	\$3,691	\$3,876	\$4,070
23		\$3,430	\$3,602	\$3,782	\$3,971	\$4,169
24		\$3,515	\$3,691	\$3,876	\$4,069	\$4,273
25		\$3,601	\$3,781	\$3,970	\$4,169	\$4,377
26		\$3,692	\$3,876	\$4,070	\$4,273	\$4,487
27		\$3,782	\$3,971	\$4,169	\$4,378	\$4,597
28		\$3,876	\$4,070	\$4,273	\$4,487	\$4,711
29	Planner	\$3,970	\$4,169	\$4,377	\$4,596	\$4,826
30	PW Supervisor Deputy City Clerk	\$4,070	\$4,273	\$4,487	\$4,711	\$4,947
31		\$4,169	\$4,378	\$4,597	\$4,826	\$5,068
32		\$4,401	\$4,621	\$4,852	\$5,095	\$5,349
33		\$4,509	\$4,734	\$4,971	\$5,219	\$5,480
34	PW Superintendent	\$4,622	\$4,853	\$5,095	\$5,350	\$5,618
35		\$4,735	\$4,971	\$5,220	\$5,481	\$5,755
36		\$4,853	\$5,096	\$5,350	\$5,618	\$5,899
37		City Clerk	\$4,971	\$5,220	\$5,481	\$5,755
38	\$5,095		\$5,349	\$5,617	\$5,898	\$6,193
39	\$5,219		\$5,480	\$5,754	\$6,042	\$6,344
40	\$5,350		\$5,618	\$5,899	\$6,194	\$6,503
41		\$5,480	\$5,754	\$6,042	\$6,344	\$6,661
42		\$5,617	\$5,898	\$6,193	\$6,503	\$6,828
43		\$5,755	\$6,042	\$6,345	\$6,662	\$6,995
44		\$5,898	\$6,193	\$6,503	\$6,828	\$7,169
45	Police Lieutenant	\$6,042	\$6,344	\$6,661	\$6,994	\$7,344
46		\$6,193	\$6,503	\$6,828	\$7,169	\$7,527
47		\$6,344	\$6,661	\$6,994	\$7,344	\$7,711
48	Finance Director	\$6,503	\$6,828	\$7,170	\$7,528	\$7,905
49	Public Works Director Community Development Director	\$6,662	\$6,995	\$7,345	\$7,712	\$8,097
50		\$6,829	\$7,170	\$7,528	\$7,905	\$8,300
51		\$6,994	\$7,344	\$7,711	\$8,097	\$8,502
52		\$7,170	\$7,528	\$7,904	\$8,300	\$8,715
53	Police Chief	\$7,345	\$7,712	\$8,098	\$8,503	\$8,928
54		\$7,528	\$7,904	\$8,299	\$8,714	\$9,150
55		\$7,711	\$8,097	\$8,502	\$8,927	\$9,373
56		\$7,905	\$8,300	\$8,715	\$9,150	\$9,608
57		\$8,097	\$8,502	\$8,927	\$9,373	\$9,842
58		\$8,299	\$8,714	\$9,150	\$9,608	\$10,088
59		\$8,502	\$8,927	\$9,374	\$9,842	\$10,334
60		\$8,714	\$9,150	\$9,608	\$10,088	\$10,592
61		\$8,927	\$9,373	\$9,842	\$10,334	\$10,850
62		\$9,150	\$9,608	\$10,088	\$10,593	\$11,122
63		\$9,373	\$9,842	\$10,334	\$10,851	\$11,393
64		\$9,608	\$10,088	\$10,592	\$11,122	\$11,678
65		\$9,842	\$10,334	\$10,851	\$11,393	\$11,963
66		\$10,088	\$10,593	\$11,122	\$11,678	\$12,262
67		\$10,334	\$10,851	\$11,393	\$11,963	\$12,561
68		\$10,593	\$11,122	\$11,679	\$12,263	\$12,876

Honorable Mayor and Members
of the Newman City Council

ADOPT A RESOLUTION CONFIRMING THE ASSESSMENT AND ORDERING THE LEVY FOR THE LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT FOR FISCAL YEAR 2014/15

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2014-, confirming the assessment and ordering the levy for the Lighting and Landscape Maintenance District for Fiscal Year 2014/2015.

BACKGROUND:

Pursuant to the Landscape and Lighting Act of 1972, NBS prepared and filed the 2014/2015 Annual Report presenting the plans and specifications describing the general nature, location and extent of improvements to be maintained, an estimate of the costs to maintain and service the improvements for the Lighting and Landscape Maintenance District (District) for Fiscal Year 2014/2015. Improvements provided within the District include, but are not limited to, the weekly operation, maintenance, and servicing of all public landscaping improvements, consisting of trimming and pruning, weed abatement, sidewalks, plant materials, pathways, irrigation systems, lighting systems, and graffiti removal within the public right-of-way.

ANALYSIS:

In accordance with the Landscape and Lighting Act of 1972, on April 22, 2014 the City Council adopted a resolution initiating proceedings for the levy and collection of assessments, and on June 10, 2014 the City Council adopted two resolutions approving the Annual Report, and establishing the intention of the City Council to conduct a Public Hearing concerning the levy and collection of assessments for the District for Fiscal Year 2014/15. The last step in the process is for City Council to conduct a Public Hearing concerning the levy of assessments, to confirm the assessment and order the levy for the District.

FISCAL IMPACT:

None.

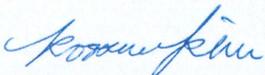
CONCLUSION:

Pursuant to the Landscape and Lighting Act of 1972, City Council previous actions initiated the proceedings for the levy and collection of assessments, approved the Annual Report, and established the intention for the levy and collection of assessments for Lighting and Landscape Maintenance District for Fiscal Year 2014/15. The last step is to adopt a resolution confirming the assessment and ordering the levy for the District. Therefore, staff recommends City Council adopt Resolution No. 2014- Confirming the assessment and ordering the levy for the Lighting and Landscape Maintenance District for Fiscal Year 2014/2015.

ATTACHMENTS:

1. Resolution No. 2014- Confirming the assessment and ordering the levy for the Lighting and Landscape Maintenance District for Fiscal Year 2014/2015

Respectfully Submitted,



Koosun Kim
Director of Public Works

REVIEWED/CONCUR:



Michael E. Holland
City Manager

RESOLUTION NO. 2014-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN, CALIFORNIA,
CONFIRMING THE ASSESSMENT AND ORDERING THE LEVY FOR
THE LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT
FOR FISCAL YEAR 2014/2015**

WHEREAS, the Council previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act") to establish the City's Lighting and Landscape Maintenance District ("District"); and

WHEREAS, the City has retained NBS for the purpose of assisting with the annual levy of the Assessment District, and to prepare and file an Annual Report; and

WHEREAS, the Council has, by previously resolution, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the Assessment District; and

WHEREAS, notice of such Public Hearing was duly given in accordance with Section 22626 of the Act; and

WHEREAS, the Council has conducted such Public Hearing and considered all objections to the assessment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman DOES HEREBY RESOLVE as follows:

1. Confirmation of Assessment and Diagram: The Council hereby confirms the assessment and the diagram as is described in full detail in the Annual Report on file with the Clerk.
2. Levy of Assessment: Pursuant to Section 22631 of the Act, the adoption of this resolution shall constitute the levy of an assessment for fiscal year commencing July 1, 2014 and ending June 30, 2015.
3. Ordering of the Levy: The Council hereby orders NBS to prepare and submit the levy of assessments to Stanislaus County for placement on the Fiscal Year 2014/2015 secured property tax roll.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 24th day of June 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:

ATTEST:

Mayor of the City of Newman

Deputy City Clerk of the City of Newman

Honorable Mayor and Members
of the Newman City Council

**APPROVE LAND PURCHASE AND SALE AGREEMENT
FOR WASTEWATER TREATMENT PLAN**

RECOMMENDATION:

Adopt Resolution No. 2014- , authorizing the City Manager to execute a Land Purchase and Sale Agreement for 200+/- acres for use in operation of the Wastewater Treatment facilities.

BACKGROUND:

The City utilizes land application in its effort to dispose of treated effluent. This treated effluent is used as part of a large farming operation that occurs on lands within the actual Wastewater Treatment Plant. As part of the City's effort to expand its capacity at the treatment plant, additional lands will be required to dispose of the increase in effluent.

ANALYSIS:

As the City pursues a new Report of Wastewater Discharge (State permit to operate the treatment Plant), additional irrigation lands will need to be added to the City's treatment plant. The proposed purchase secures adjacent lands that will allow the City to systematically expand operations at the plant when demand requires. In the meantime, the City will lease the land the local farmer operations.

FISCAL IMPACT:

This action will require a budget adjustment equal to the total purchase price of \$3,500,000. The funding source will be Fund 60 Sewer Operations.

CONCLUSION:

Staff recommends the Council approve the attached Land Purchase and Sale Agreement. The additional lands are necessary as the City plans for long-term improvements to the Wastewater Treatment plant. The proximity of the parcels to existing parcels also makes this purchase a rational decision. Staff recommends the City purchase the identified lands in accordance with the Purchase and Sale Agreement.

ATTACHMENTS:

1. Resolution No. 2014-
2. Proposed purchase and Sale Agreement

Respectfully submitted,



Michael Holland
City Manager

RESOLUTION NO. 2014-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LAND PURCHASE AND SALE AGREEMENT FOR AN ADDITIONAL 200 +/- ACRES FOR USE IN OPERATION OF THE WASTEWATER TREATMENT PLANT

WHEREAS, the City of Newman desires to purchase all or a portion of certain properties described as Merced County APNs 054-060-011 and 054-050-022 for use in operation of the City's Wastewater Treatment Plant; and

WHEREAS, the City utilizes land application in its effort to dispose of treated effluent; and

WHEREAS, the treated effluent is used as part of a large farming operation that occurs on lands within the actual Wastewater Treatment Plant; and

WHEREAS, as part of the City's effort to expand its capacity at the treatment plant, additional lands will be required to dispose of the increase in effluent; and

WHEREAS, as the City pursues a new Report of Wastewater Discharge, additional irrigation lands will need to be added to the City's treatment plant; and

WHEREAS, City staff has worked with the property owners to craft a purchase and sale agreement to govern to the sale of 200 +/- acres of land adjacent to the Wastewater Treatment Plant; and

WHEREAS, the City and the property owners have reached an agreement on the terms of such purchase; and

WHEREAS, the will City provide a property appraisal from a licensed property appraiser that evidences the fair market value of the property to be at least equivalent to the purchase price set forth in attached agreement;and

WHEREAS, this purchase will require a budget adjustment equal to the total purchase price of \$3,500,000.00; the funding source is Fund 60 Sewer Operations.

NOW, THEREFORE BE IT RESOLVED that the City of Newman does hereby authorize the City Manager to execute a Land Purchase and Sale Agreement for an additional 200 +/- acres for use in operation of the Wastewater Treatment Plant.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 24th day of June, 2014 by Council Member _____, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor

ATTEST:

Deputy City Clerk



PURCHASE AND SALE AGREEMENT
between
DUNKLEY/LUCAS HOLDINGS
and
THE CITY OF NEWMAN

PREAMBLE

THIS PURCHASE AND SALE AGREEMENT (hereinafter “Agreement”) is entered into this __ day of ____, 2014 (hereinafter “Effective Date”) between **DUNKLEY/LUCAS HOLDINGS** hereinafter “Seller”) and **THE CITY OF NEWMAN**, a municipal corporation (hereinafter “Buyer”).

RECITALS

WHEREAS, Seller is owner in fee of the real property located along both side of Swamp Rats Road extension at it terminus at the Newman Wasteway, south of the Stanislaus/Merced County Line, in the Newman area of Merced County also known as (Merced County APNs 054-060-011 and 054-050-022), more fully described on Exhibit A and Exhibit B attached hereto; and

WHEREAS, Buyer desires to purchase Property for use in the City’s Phase II Storm Water treatment and/or Wastewater Treatment facility; and

WHEREAS, Seller is willing to sell Property to Buyer under the terms and conditions of this Agreement.

TERMS, CONDITIONS, AND COVENANTS

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I
DEFINED TERMS

For the purpose of this Agreement, the terms set forth below shall have the following meanings:

1.01 Close of Escrow shall occur within sixty (60) days from the Effective Date. When all escrow submissions are made, escrow may close at any time within the sixty (60) day period.

The parties, by extension in escrow, may extend the escrow beyond the sixty (60) day period. It is the desire of the parties to close escrow as soon as possible.

1.02 Deed shall mean a grant deed, or similar instruments, conveying title to the real property described herein from Seller to Buyer. Seller warrants that, as of the close of this escrow, Seller has full, legal and equitable title to convey the real property described herein.

1.03 Escrow shall mean that escrow opened with Escrow Holder pursuant to this Agreement.

1.04 Escrow Holder shall mean a title insurance company selected by Buyer to carry out the duties ascribed to Escrow Holder herein.

1.05 Escrow Instructions shall mean (a) the provisions of this Agreement requiring any action by, or compliance on the part of, Escrow Holder, (b) escrow instructions known as “general provisions” which are pro forma escrow instructions for Escrow Holder (to the extent such escrow instructions do not conflict with escrow instructions specifically set forth in this Agreement) and (c) any other supplemental instructions as may from time to time hereafter be signed and delivered by the parties to Escrow Holder. In the event of any conflict between this Agreement and the “general provisions” of Escrow Holder’s pro forma escrow instructions, the escrow instructions contained in this Agreement will govern.

1.06 Real Property or Property shall mean and refer to the property bearing the legal description as set forth in Exhibit A attached hereto and made a part hereof.

ARTICLE II
AGREEMENT OF SALE

2.01 Purchase and Sale. Subject to the terms and provisions of this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Property.

2.02 Total Purchase Price. The total purchase price for the properties shall be Three Million Five Hundred Eighteen Thousand One Hundred Sixty Dollars (\$3,500,000).

2.03 Terms of Payments. The Buyer agrees to pay Seller the Total Purchase Price at the close of escrow.

2.04 Contingencies. The sale is contingent upon:

- (a) City Council approval and ratification of this Agreement;

ARTICLE III
SELLER’S REPRESENTATIONS AND WARRANTIES

Seller covenants, represents, and warrants the following:

3.01 Full Authority to Convey All Interest in the Property. Seller has the full right, power and authority to 1) execute this Agreement, and related title documents, 2) perform all of the obligations hereunder and, 3) dispose of or otherwise convey Property as described herein. Seller represents that it has secured, or will secure before close of escrow, all appropriate consents necessary, if any, to consummate this Agreement.

3.02 Compliance with Applicable Law and No Pending Litigation Against Property. After diligent inquiry, to the best of Seller's knowledge, there is no violation of federal, state, local law, code, ordinance, rule, regulation or requirement, nor is there any pending or threatened litigation in connection with Property which would prohibit or affect the sale thereof.

3.03 No Liens Securing Payment or Other Obligations on Property. Seller warrants that Property is not encumbered, or will not be encumbered by the time of close of escrow, by liens securing payment or other obligations which, if not performed, would entitle a third party or entity to foreclose on Property as collateral. Seller agrees to pay any general and special taxes which are delinquent on Property and to pay any special assessments due on Property as of the date of close of escrow.

ARTICLE IV **BUYER'S REPRESENTATIONS AND WARRANTIES**

4.01 Buyer represents and warrants that it has or shall have full authority to carry out the provisions of this Agreement.

ARTICLE V **ESCROW CLOSING COSTS**

5.01 All costs of escrow shall be equally shared by the Buyer and Seller 50/50.

ARTICLE VI **TITLE INSURANCE**

6.01 At the close of escrow, Escrow Holder shall cause the title company to issue to Buyer a policy of title insurance for Property. Before close of escrow, Escrow Holder shall provide buyer with a preliminary title report.

ARTICLE VII **APPRAISAL**

7.01 Buyer must provide a property appraisal from a licensed property appraiser that evidences the fair market value of the property to be at least equivalent to the purchase price set forth in paragraph 2.02. The City retains the right to approve of the licensed property appraiser and also retains the sole and unfettered right to terminate this agreement at any time prior to the close of escrow for any reason, including but not limited to the property appraisal stating a purchase price less than the amount set forth in paragraph 2.02. No cause of action shall accrue because the City exercises its right to terminate this agreement as set forth herein

ARTICLE VIII
ESCROW PROVISIONS

8.01 Escrow. The transfer of documents and funds contemplated herein for the purchase and sale of Property shall be effected through an escrow opened by Buyer at Chicago Title 1700 Standiford Ave., Ste 110, Modesto, CA 95350.

8.02 Conditions to Close of Escrow. The following shall constitute conditions precedent to the close of escrow (i.e., the transfer of Property) which may be waived only by written waiver executed by Seller or Buyer as applicable:

- (a) Buyer shall have deposited with an Escrow Holder the total amount specified in section 2.02;
- (b) City Council's approval and ratification of this Agreement;
- (c) Pursuant to Section 7.01, buyer must provide a property appraisal from a licensed property appraiser that evidences the fair market value of the property to be at least equivalent to the purchase price set forth in paragraph 2.02;
- (d) Buyer shall not be in breach or default of any provision herein;
- (e) Buyer's warranties and representations as set forth herein are true as of the close of escrow;
- (f) Seller shall have deposited with Escrow Holder all of the items required under this Agreement;
- (g) Seller shall not be in breach or default of any provision herein;
- (h) Seller's warranties and representations as set forth herein are true as of the close of escrow;
- (i) The title company shall be committed to issue and shall issue as of the close of escrow the title policy as set forth in this Agreement; and
- (j) Buyer shall, to the fullest extent possible, cooperate with Seller on any tax exchange or involuntary exchange pursuant to IRC section 1033 that may result from this transaction.

8.03 Seller's Delivery to Escrow Holder. On or before the close of escrow, Seller shall deliver, or cause to be delivered to Escrow Holder, the following:

- (a) A grant deed or deeds to the property;
- (e) A properly executed Tenant Estoppel Certificate in a form approved by Buyer;
- (c) Such other documents necessary to carry out the provisions of this Agreement.

8.04 Buyer's Delivery to Escrow Holder. On or before the close of escrow, Buyer shall deliver, or cause to be delivered to Escrow Holder, the following:

- (a) The amount set forth in section 2.02;
- (b) Such other documents which are necessary to carry out the provisions of this Agreement.

8.05 Close of Escrow. The close of escrow shall be as set forth in Section 1.01 when all conditions are met as described herein and when all payments are on deposit with Escrow Holder.

8.06 Escrow Holder's Duties upon Close of Escrow. At the close of escrow, Escrow Holder shall:

- (a) Record the grant deed;
- (b) Prepare any preliminary or change of ownership statements as required by law with respect to close of escrow;
- (c) Deliver the policy of title insurance as required and requested by Buyer as described in this Agreement at close of escrow;
- (d) Deliver to Seller the amount set forth in Section 2.03; and
- (e) Perform such other duties as, in the opinion of Escrow Holder, are necessary to carry out the terms and provisions of this Agreement.

8.07 Distribution of Escrow Documents. Escrow Holder shall deliver and distribute the following documents:

- (a) To Seller, a proposed and final Seller's closing statement;
- (b) To Buyer, a proposed and final Buyer's closing statement and pro forma policy of title insurance;

- (c) To Seller, recorded copies of the deed;
- (d) To Buyer, after recordation, the originals of the grant deed or deeds, the policy of title insurance, and the original executed Tenant Estoppel Certificate referred to in section 7.03(b) above; and
- (e) To Buyer and Seller, copies of such other documents, if any, not referenced herein and which are recorded at close of escrow.

8.08 Supplemental Escrow Instructions. The parties agree to execute supplemental escrow instructions to carry out the provisions of this Agreement provided they are not inconsistent with the provisions herein, or with the Agreement, or the Agreement as may hereafter be amended by and between the parties.

ARTICLE IX **AS-IS PURCHASE**

9.01 Purchase of Property "As-Is." Buyer agrees that, as of close of escrow, it will be acquiring Property in "as-is" condition with all faults and conditions with the following exception. The property owner shall be responsible for the removal of all accumulated brush and debris located in and around the abandoned livestock corrals.

ARTICLE X **ENVIRONMENTAL SURVEY**

10.01 During the terms of this Agreement, Buyer, its agents, contractors, and subcontractors shall have the right to enter upon Property, at reasonable times during ordinary business hours, to make any and all inspections, investigations, tests and studies, including, without limitation with regard to hazardous waste, soils, seismic and geological reports, and feasibility studies (collectively "Studies") as may be necessary or desirable in Buyer's sole judgment and discretion. The costs of any Studies conducted by Buyer shall be borne by Buyer. Buyer shall indemnify and hold Seller harmless from any and all damages arising out of or resulting from the acts of negligence of Buyer, its agents, contractors, and/or subcontractors in connection with such entry and/or activities upon Property.

ARTICLE XI **WAIVER OF PROVISIONS**

11.01 Waiver by Seller, or Buyer, of any breach of any term, covenant or condition by Buyer or Seller, as the case may be, contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition contained in this Agreement by Buyer or Seller as the case may be. Waiver of any provision of this Agreement shall be in writing.

14.04 Amendments in Writing. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by both parties hereto.

14.05 Time is of the Essence. Time is of the essence in this Agreement and each and every provision hereof. Although time is of the essence in this Agreement, this provision shall not cause an automatic forfeiture and shall be construed in accordance with traditional principles of equity.

14.06 Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of California.

14.07 Headings. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not to be construed as enlarging or limiting the language following said headings.

14.08 Construction. Whenever the context of this Agreement requires, the singular shall include the plural and the masculine, feminine and neuter shall include the others. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared this Agreement. This Agreement consists of not only this Agreement but any and all related documents necessary to consummate the purchase of the Property.

14.09 Survival of Warranties and Covenants. All of the covenants, representations and warranties set forth herein which are intended to bind the parties after the vesting of title in Buyer shall survive the close of escrow and delivery of the deed(s).

14.10 Execution in Counterpart. The execution of any document, including this Agreement, may be made in counterpart such that each document, when all signatures are appended together, shall constitute a fully executed original or copy thereof. Except for the conveyance documents to be recorded, all other documents may be executed by facsimile signature.

IN WITNESS WHEREOF, the parties hereto, by their signatures hereinbelow, enter into this Agreement effective on the date hereinabove inscribed.

CITY OF NEWMAN, a municipal corporation SELLERS

By: _____

Michael E. Holland, City Manager

By: _____

Art Dunkley

By: _____

Douglas Lucas

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

By: _____

ATTEST:

By: _____
Mike Maier, Deputy City Clerk

EXHIBIT A

EXHIBIT B
PARCEL MAP