



AGENDA
NEWMAN CITY COUNCIL
SPECIAL MEETING SEPTEMBER 9, 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 Real Property Negotiator - Merced County APNs 054-060-011 And 054-050-022 - G.C. 54956.8. Agency Negotiator: Michael E. Holland. Negotiating Parties: City Of Newman And Dunkley/Lucas Holdings. Under Negotiation: Price And Term Of Payment.
 - b. Return To Open Session.
- 5. Adjournment.**



AGENDA
NEWMAN CITY COUNCIL
REGULAR MEETING SEPTEMBER 9, 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 August 12, 2014 Meetings. ([View Minutes](#))
 - d. Adopt Resolution No. 2014- , Declaring Certain Personal Property Surplus Property And Authorizing Disposal And/Or Sale Of Property. ([View Report](#))
 - e. Adopt Resolution 2014- , A Resolution Of Concurrence And Support For The Fiscal Year 2013-2014 CAPER. ([View Report](#))
 - f. Adopt Resolution No. 2014- , A Resolution Authorizing The City Manager To Execute An Agreement Designating The City Of Newman As A Sub-Recipient Of CDBG Funds For Fiscal Year 2014-2015 With Stanislaus County. ([View Report](#))
 - g. Adopt Resolution No. 2014- , A Resolution Approving The Filing Of The Final Map For The Villas At Sherman Ranch - Unit 2. ([View Report](#))
 - h. Adopt Resolution No. 2014- , A Resolution Requesting Action By Congress On Drought Legislation. ([View Report](#))
 - i. Authorize The City Manager To Execute An Amendment To The Land Purchase And Sale Agreement For 200+/- Acres For Use In Operation Of The Wastewater Treatment Facilities. ([View Report](#))
9. **Public Hearings.**
10. **Regular Business**
 - a. Adopt Resolution No. 2014- , Awarding The L.J. Newman Memorial Building Rehabilitation Project To Harris Builders Construction In An Amount Of \$431,350.00. ([View Report](#))
 - b. Adopt Resolution No. 2014- , Authorizing The Mayor To Execute A Five-Year Agreement With The City Of Oakdale To Provide Police Dispatch And Related Services. ([View Report](#))
 - c. Authorize The City Manager To Execute A Lease Purchase Agreement With Sun Ridge Systems, Inc. ([View Report](#))

11. Items From District Five Stanislaus County Supervisor.
12. Items From The City Manager And Staff.
13. Items From City Council Members.
14. Adjournment.

Calendar of Events

- September 9 - City Council - 7:00 P.M.
- September 11 - Recreation Commission - 7:00 P.M.
- September 13 - Youth Soccer Season Begins.
- September 16 - Two-On-Two Meeting With The School Board - 4:00 P.M.
- September 18 - Planning Commission - Cancelled.
- September 23 - City Council - 7:00 P.M.

- October 7 - NCLUSD Board Meeting - 6:00 P.M.
- October 9 - Recreation Commission - 7:00 P.M.
- October 13-18 - Citywide Fall Clean-Up - 7:30 A.M. - 3:50 P.M.
- October 14 - City Council - 7:00 P.M.
- October 16 - 2014 Healthier Choices - Biggest Loser Weigh-Out - Patterson School District - 4:30 P.M.
- October 16 - Planning Commission - 7:00 P.M.
- October 21 - Two-On-Two Meeting With The School Board - 4:00 P.M.
- October 28 - City Council - 7:00 P.M.
- October 31 - Halloween.



AP Check Register

September 5, 2014 FY 14-15

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
AMERICAN PLANNING ASSOC	10-06-6635	106079	\$ 350.00	9/5/2014	American Planning Assoc membership dues 10/1/14 to 9-30-15
		106079 Total	\$ 350.00		
AMERICAN SOCCER COMPANY,	10-45-6735	106080	\$ 198.27	9/5/2014	Lanyards/whistles/ice packs/goal anchors/soccer supplies
		106080 Total	\$ 198.27		
AUS Sacramento MC Lockbox	10-07-6200	106081	\$ 96.80	9/5/2014	Uniform cleaning/mat rental/towels/August 2014
AUS Sacramento MC Lockbox	10-21-6200	106081	\$ 25.84	9/5/2014	Uniform cleaning/mat rental/towels/August 2014
AUS Sacramento MC Lockbox	10-21-6200	106081	\$ 143.20	9/5/2014	Uniform cleaning/mat rental/towels/August 2014
AUS Sacramento MC Lockbox	10-33-6200	106081	\$ 60.30	9/5/2014	Uniform cleaning/mat rental/towels/August 2014
AUS Sacramento MC Lockbox	10-44-6200	106081	\$ 40.20	9/5/2014	Uniform cleaning/mat rental/towels/August 2014
AUS Sacramento MC Lockbox	60-50-6200	106081	\$ 60.30	9/5/2014	Uniform cleaning/mat rental/towels/August 2014
AUS Sacramento MC Lockbox	63-56-6200	106081	\$ 40.20	9/5/2014	Uniform cleaning/mat rental/towels/August 2014
		106081 Total	\$ 466.84		
AT&T	10-21-6420	106082	\$ 136.53	9/5/2014	Emergency dispatch line @ PD 7-20-14 to 8-19-14
AT&T	10-21-6420	106082	\$ 336.23	9/5/2014	T1 line @ PD 7-20-14 to 8-19-14
		106082 Total	\$ 472.76		
BERTOLOTTI DISPOSAL	10-41-6200	106083	\$ 61,947.43	9/5/2014	Garbage service/August 2014
		106083 Total	\$ 61,947.43		
B G AUTO	10-22-6300	106084	\$ 23.70	9/5/2014	Brake Fluid
B G AUTO	10-22-6530	106084	\$ 356.24	9/5/2014	2) 12-volt batteries for unit N27/Fire dept
B G AUTO	10-33-6530	106084	\$ 7.05	9/5/2014	Trailer ball and mount
B G AUTO	10-44-6530	106084	\$ 7.05	9/5/2014	Trailer ball and mount
B G AUTO	60-50-6530	106084	\$ 376.68	9/5/2014	Tool box for 97 Ford Pickup
B G AUTO	60-50-6530	106084	\$ 21.15	9/5/2014	Trailer ball and mount
B G AUTO	62-60-6225	106084	\$ 12.66	9/5/2014	10 groove joint plier
		106084 Total	\$ 804.53		
Brazil Tim	60-50-6200	106085	\$ 355.00	9/5/2014	Block/mortor & framing at MCC-13 for new air conditioner @ WWTP
		106085 Total	\$ 355.00		
CALIFORNIA CONSULTING, LL	10-02-6200	106086	\$ 1,000.00	9/5/2014	Grant writing services/Sept 2014
CALIFORNIA CONSULTING, LL	60-50-6200	106086	\$ 1,000.00	9/5/2014	Grant writing services/Sept 2014
CALIFORNIA CONSULTING, LL	63-56-6200	106086	\$ 1,000.00	9/5/2014	Grant writing services/Sept 2014
		106086 Total	\$ 3,000.00		
CARTER JEFF	68-68-7722	106087	\$ 100.00	9/5/2014	Parking lot rent/Sept 2014
		106087 Total	\$ 100.00		
Castro Maria	10-00-5725	106088	\$ 60.00	9/5/2014	Refund soccer registration/Cindy Castro age requirement
		106088 Total	\$ 60.00		
CBA (ADMIN FEES)	10-00-2261	106089	\$ 234.00	9/5/2014	Admin fees for dental-vision/Sept 2014
		106089 Total	\$ 234.00		
COELHO CARL J. (CHUCK)	10-22-6690	106090	\$ 50.00	9/5/2014	Monthly Fire stipend/Coelho
		106090 Total	\$ 50.00		



AP Check Register

September 5, 2014 FY 14-15

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
COLLISON (NT) ELAINE	10-21-6300	106091	\$ 14.53	9/5/2014	Reimbursement for supplies purchased for bathroom @ PD
		106091 Total	\$ 14.53		
COMCAST CABLE	10-21-6200	106092	\$ 38.53	9/5/2014	High speed internet/PD
COMCAST CABLE	60-50-6200	106092	\$ 38.53	9/5/2014	High speed internet/sewer
COMCAST CABLE	63-56-6200	106092	\$ 38.55	9/5/2014	High speed internet/water
		106092 Total	\$ 115.61		
Dave's Drain Cleaning & Plumbing	63-56-6200	106093	\$ 45.00	9/5/2014	Backflow testing @ Sherman Parkway
Dave's Drain Cleaning & Plumbing	69-47-6200	106093	\$ 415.74	9/5/2014	Worked on water volume issue @ Sherman Park restrooms/repaired
		106093 Total	\$ 460.74		
Del Puerto Health Care District	10-33-6200	106094	\$ 70.00	9/5/2014	Pre-employment physical & drug panel/Manzo
Del Puerto Health Care District	10-44-6200	106094	\$ 70.00	9/5/2014	Pre-employment physical & drug panel/Manzo
		106094 Total	\$ 140.00		
EDWARDS, LIEN & TOSO, INC	60-50-7405	106095	\$ 500.00	9/5/2014	Remaining balance on appraisal of Dunkley Property
		106095 Total	\$ 500.00		
FERGUSON ENTERPRISES, INC	10-33-6300	106096	\$ 52.14	9/5/2014	Cartridge for bathroom sink faucet @ plaza restrooms
FERGUSON ENTERPRISES, INC	63-56-6300	106096	\$ 1,667.17	9/5/2014	12) 3/4 meter ang key valve and clamps/gaskets
FERGUSON ENTERPRISES, INC	63-56-6300	106096	\$ 346.40	9/5/2014	2 hose nozzle and retainers for hydrant
		106096 Total	\$ 2,065.71		
FGL ENVIRONMENTAL, INC	60-50-6200	106097	\$ 1,036.00	9/5/2014	Quarterly ground water monitoring @ WWTP
FGL ENVIRONMENTAL, INC	60-50-6200	106097	\$ 287.00	9/5/2014	Quarterly ground water monitoring @ WWTP
FGL ENVIRONMENTAL, INC	60-50-6200	106097	\$ 2,818.00	9/5/2014	Quarterly ground water monitoring @ WWTP
FGL ENVIRONMENTAL, INC	60-50-6200	106097	\$ 287.00	9/5/2014	Quarterly ground water monitoring @ WWTP
		106097 Total	\$ 4,428.00		
GARTON TRACTOR	10-33-6530	106098	\$ 583.52	9/5/2014	Loader handle repairs on backhoe/labor & materials
GARTON TRACTOR	10-33-7105	106098	\$ 2,220.58	9/5/2014	55 gallon trailer sprayer
GARTON TRACTOR	10-44-7105	106098	\$ 1,110.29	9/5/2014	55 gallon trailer sprayer
GARTON TRACTOR	63-56-6530	106098	\$ 1,750.56	9/5/2014	Loader handle repairs on backhoe/labor & materials
GARTON TRACTOR	63-56-7105	106098	\$ 1,110.28	9/5/2014	55 gallon trailer sprayer
		106098 Total	\$ 6,775.23		
HARD DRIVE GRAPHICS	10-21-6300	106099	\$ 75.34	9/5/2014	2 ladies grey polo shirts/PD
		106099 Total	\$ 75.34		
Hollister Powersports	10-21-6530	106100	\$ 48.75	9/5/2014	Annual maintenance & warranty visit on GEMs
Hollister Powersports	63-56-6530	106100	\$ 146.25	9/5/2014	Annual maintenance & warranty visit on GEMs
		106100 Total	\$ 195.00		
HOUSE STEPHANIE	10-45-6300	106101	\$ 17.65	9/5/2014	Reimbursement for supplies for Healthy Choices event/House
		106101 Total	\$ 17.65		
HUB INTERNATIONAL OF CA I	10-00-2845	106102	\$ 340.78	9/5/2014	Liability insurance premiums payable/Huoy/Cervin/Simon
		106102 Total	\$ 340.78		
Independent Stationers	10-06-6300	106103	\$ 22.06	9/5/2014	Post-it notes and pads/PInG
Independent Stationers	10-14-6300	106103	\$ 15.19	9/5/2014	counterfeit markers/Post-it flags



AP Check Register

September 5, 2014 FY 14-15

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
Independent Stationers	60-50-6300	106103	\$ 15.19	9/5/2014	counterfeit markers/Post-it flags
Independent Stationers	63-56-6300	106103	\$ 15.19	9/5/2014	counterfeit markers/Post-it flags
		106103 Total	\$ 67.63		
JOE'S LANDSCAPING & CONCR	63-56-6300	106104	\$ 148.52	9/5/2014	4 hour trencher rental for 1446 L St
JOE'S LANDSCAPING & CONCR	69-47-6200	106104	\$ 8,720.00	9/5/2014	Landscape services for the LLD district/August 2014
		106104 Total	\$ 8,868.52		
KAISER PERMANENTE	10-00-2260	106105	\$ 3,256.27	9/5/2014	Health insurance premium/Oct 2014
		106105 Total	\$ 3,256.27		
Lamphier-Gregory, Inc	40-06-6245	106106	\$ 1,761.40	9/5/2014	Professional serviced thru 7/18/14/Master Plan
		106106 Total	\$ 1,761.40		
NEWMAN SMOG AND LUBE	10-21-6530	106107	\$ 471.15	9/5/2014	Oil & filter change/cleaned rotor/install brake pads/03 Crown Vi
NEWMAN SMOG AND LUBE	10-21-6530	106107	\$ 43.00	9/5/2014	Mounted 4 tires carried in/Police trailer
NEWMAN SMOG AND LUBE	10-21-6530	106107	\$ 981.70	9/5/2014	Replaced motor mount/engine cooling fan/blower motor & resister
		106107 Total	\$ 1,495.85		
NEWMAN ACE HARDWARE/JACT,	10-01-6644	106108	\$ 140.23	9/5/2014	Elect tape/lightbulbs/extension cords/marketing paint
NEWMAN ACE HARDWARE/JACT,	10-07-6300	106108	\$ 60.18	9/5/2014	drill bit/bleach/Ajax/hole saw/fluor bulbs/sprinklers
NEWMAN ACE HARDWARE/JACT,	10-21-6300	106108	\$ 57.72	9/5/2014	Number & letter stencils/6-outlet surge protector/exit bulb
NEWMAN ACE HARDWARE/JACT,	10-21-6308	106108	\$ 5.36	9/5/2014	Household sprayer
NEWMAN ACE HARDWARE/JACT,	10-33-6300	106108	\$ 21.21	9/5/2014	key/elect tape/duct tape/paint roller/
NEWMAN ACE HARDWARE/JACT,	10-44-6300	106108	\$ 166.23	9/5/2014	Paint/oil/graffitti removr/threadlocker/trimmer line/batteries
NEWMAN ACE HARDWARE/JACT,	60-50-6300	106108	\$ 359.78	9/5/2014	Hole saw/trash bags/killerwashhornt foam/window AC
NEWMAN ACE HARDWARE/JACT,	63-56-6300	106108	\$ 194.18	9/5/2014	Clamp/cement PVC/wire/cable sprinklers/timer/misc pvc/
NEWMAN ACE HARDWARE/JACT,	69-47-6300	106108	\$ 104.01	9/5/2014	wrench set/bleach/paint/trash can/
		106108 Total	\$ 1,108.90		
NORMAC, INC.	69-47-6300	106109	\$ 127.97	9/5/2014	10 Hunter rotors
		106109 Total	\$ 127.97		
Nunez Jaime	10-00-2841	106110	\$ 265.21	9/5/2014	Refund of unused deposit for new water meter installation/1446 L
		106110 Total	\$ 265.21		
O'Neil Michael	10-00-5793	106111	\$ 10.00	9/5/2014	Reimbursement for over-payment on case request
		106111 Total	\$ 10.00		
OPERATING ENGINEERS/	10-00-2260	106112	\$ 723.00	9/5/2014	Health insurance premium/Oct 2014
		106112 Total	\$ 723.00		
PIONEER DRUG	10-07-6300	106113	\$ 8.92	9/5/2014	Batteries for city hall alarm.
PIONEER DRUG	10-07-6300	106113	\$ 6.23	9/5/2014	Batteries for city hall alarm.
		106113 Total	\$ 15.15		
PROFORCE LAW ENFORCEMENT	10-21-6300	106114	\$ 516.55	9/5/2014	20 taser cartridges/PD
		106114 Total	\$ 516.55		
RALEY'S IN STORE CHARGE	10-14-6300	106115	\$ 2.66	9/5/2014	coffee mate/sweetner/city hall
RALEY'S IN STORE CHARGE	10-46-6300	106115	\$ 4.94	9/5/2014	20 lb bag ice/corp yard
RALEY'S IN STORE CHARGE	10-46-6300	106115	\$ 28.64	9/5/2014	Sugar/coffee mate/coffee/spoons/foam cups/coffee filters/corp yd



AP Check Register

September 5, 2014 FY 14-15

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
RALEY'S IN STORE CHARGE	60-50-6300	106115	\$ 2.66	9/5/2014	coffee mate/sweetner/city hall
RALEY'S IN STORE CHARGE	63-56-6300	106115	\$ 2.65	9/5/2014	coffee mate/sweetner/city hall
		106115 Total	\$ 41.55		
RANGEL FENCE COMPANY	60-50-6200	106116	\$ 850.00	9/5/2014	Repaired brace @ fence line & tied the fence back to brace/WWTP
		106116 Total	\$ 850.00		
ROCHA BACKHOE SERVICE, IN	63-56-6300	106117	\$ 285.00	9/5/2014	13.06 tons concrete sand delivered @ corp yard
		106117 Total	\$ 285.00		
SAFE-T-LITE	10-01-6644	106118	\$ 59.17	9/5/2014	4' X 100' warmomg barroer fencing/Fall Festval
SAFE-T-LITE	10-01-6644	106118	\$ 852.39	9/5/2014	50 lite barricades/120 barricade rentals X 6 days/Fall Festival
		106118 Total	\$ 911.56		
State of Calif Dept of Justice	10-00-2014	106119	\$ 74.00	9/5/2014	Re-bill for Jan 2014/Salsa
		106119 Total	\$ 74.00		
STAPLES ADVANTAGE	10-21-6300	106120	\$ 197.62	9/5/2014	Clasp envelopes/batteries/hand sanitizer/memo books/receipt book
		106120 Total	\$ 197.62		
STANTEC CONSULTING SERVICE, Inc	60-50-6200	106121	\$ 732.50	9/5/2014	Water & wastewater on-call 13-14/ thru 7/18
STANTEC CONSULTING SERVICE, Inc	64-56-6201	106121	\$ 185.00	9/5/2014	Professional services/Predesign of well & transmission thru 7/18
		106121 Total	\$ 917.50		
SUN VALLEY PORTABLES	69-47-6200	106122	\$ 155.73	9/5/2014	Portable restroom rental & service/August 2014
		106122 Total	\$ 155.73		
TelePacific Communications	10-14-6420	106123	\$ 103.60	9/5/2014	Telephone service 9-1 to 9-30-14/long distance-August 2014
TelePacific Communications	10-21-6420	106123	\$ 204.11	9/5/2014	Telephone service 9-1 to 9-30-14/long distance-August 2014
TelePacific Communications	10-45-6420	106123	\$ 103.60	9/5/2014	Telephone service 9-1 to 9-30-14/long distance-August 2014
TelePacific Communications	60-50-6420	106123	\$ 103.60	9/5/2014	Telephone service 9-1 to 9-30-14/long distance-August 2014
TelePacific Communications	63-56-6420	106123	\$ 103.61	9/5/2014	Telephone service 9-1 to 9-30-14/long distance-August 2014
		106123 Total	\$ 618.52		
TEL STAR INSTRUMENTS, INC	60-50-6225	106124	\$ 7,900.00	9/5/2014	New flow meter install & hardware @ tailwater pump #A @ WWTP
		106124 Total	\$ 7,900.00		
T.H.E. OFFICE CITY	10-14-6300	106125	\$ 53.72	9/5/2014	5 cases copy paper
T.H.E. OFFICE CITY	10-14-6300	106125	\$ 6.82	9/5/2014	Custom ink pads
T.H.E. OFFICE CITY	10-46-6300	106125	\$ 104.04	9/5/2014	wall file/pens/wall pockets
T.H.E. OFFICE CITY	60-50-6300	106125	\$ 53.72	9/5/2014	5 cases copy paper
T.H.E. OFFICE CITY	60-50-6300	106125	\$ 6.82	9/5/2014	Custom ink pads
T.H.E. OFFICE CITY	63-56-6300	106125	\$ 53.73	9/5/2014	5 cases copy paper
T.H.E. OFFICE CITY	63-56-6300	106125	\$ 6.81	9/5/2014	Custom ink pads
		106125 Total	\$ 285.66		
FLORES MARIA	63-00-2010	106126	\$ 27.96	9/5/2014	Refund Check
		106126 Total	\$ 27.96		
UNIVAR USA, INC	63-56-6300	106127	\$ 232.59	9/5/2014	90 gallons sodium hypochlorite delivered to well #5
UNIVAR USA, INC	63-56-6300	106127	\$ 64.60	9/5/2014	25 gallons sodium hypochlorite delivered to well #6
UNIVAR USA, INC	63-56-6300	106127	\$ 462.98	9/5/2014	150 gallons sodium hypochlorite delivered to well #8



AP Check Register September 5, 2014 FY 14-15

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
		106127 Total	\$ 760.17		
Valley Tire Sales	10-21-6530	106128	\$ 806.85	9/5/2014	4 radial trailer tires/4 Firestone Firehawk tires/PD
		106128 Total	\$ 806.85		
VALLEY PARTS SERVICE	10-44-6530	106129	\$ 13.56	9/5/2014	Napa antifreeze
VALLEY PARTS SERVICE	10-46-6300	106129	\$ 23.90	9/5/2014	Charger with small jack
VALLEY PARTS SERVICE	10-46-6300	106129	\$ 14.54	9/5/2014	washer fluid/meguiars carwash
VALLEY PARTS SERVICE	60-50-6225	106129	\$ 132.23	9/5/2014	Air filter/bearings/transmission cnt shaft
VALLEY PARTS SERVICE	60-50-6300	106129	\$ 64.54	9/5/2014	Dashmat
VALLEY PARTS SERVICE	63-56-6530	106129	\$ 6.25	9/5/2014	Power steering fluid
VALLEY PARTS SERVICE	63-56-6530	106129	\$ 7.47	9/5/2014	2 quarts motor oil
		106129 Total	\$ 262.49		
VARGAS GEORGE	10-22-6690	106130	\$ 50.00	9/5/2014	Monthly fire stipend/Sept 2014
		106130 Total	\$ 50.00		
VILLALOBOS MIGUEL	10-21-6695	106131	\$ 627.12	9/5/2014	Reimbursement for lodging for gang conference/Villalobos
		106131 Total	\$ 627.12		
Wally Falke's Air Conditioning, Inc	60-50-6200	106132	\$ 162.50	9/5/2014	Found AC unit @ WWTP low on freon/added freon
		106132 Total	\$ 162.50		
Westside Landscape & Concrete	10-33-6200	106133	\$ 1,300.00	9/5/2014	Removal of Modesto Ash tree @ 1236 Q Street
Westside Landscape & Concrete	10-44-6200	106133	\$ 320.00	9/5/2014	Stump grinding and removal of tailings @ Pioneer Pk
		106133 Total	\$ 1,620.00		
		Grand Total	\$ 117,938.10		



ACH Register for Council August 29, 2014

Vendor	Vendor No	Account No	Invoice No	Description	Amount	ACH Check
SJVA	SJV01	10-22-2260	Sep-14	Health Insurance premium/Sept 2014	\$ 15,088.94	TRUE
					\$15,088.94 Total	0



AP Check Register

August 26, 2014 FY 13-14

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
Stanislaus County Auditor-Controller	10-21-6200	106076	\$ 493.89	8/26/2014	Emergency services/annual fee for FY 13-14
		106076 Total	\$ 493.89		
STANTEC CONSULTING SERVICE, Inc	64-56-6201	106077	\$ 1,069.00	8/26/2014	Professional services/Predesign of well & transmission thru 6/20
		106077 Total	\$ 1,069.00		
		Grand Total	\$ 1,562.89		



Manual Check Register

August 26, 2014 FY 14-15

Vendor	Fund-Dept-Acct	Amount	Check #	Check Date	Description
Soundscapes Electric Security & Audio Video	10-07-6200	\$ 195.00	106075	9/2/2014	Alarm monitoring service July-Sept 2014 @ City Hall/replacement
		\$ 195.00	106075 Total		
STANISLAUS COUNTY	73-00-2501	\$ 60,000.00	106078	9/2/2014	Economic Development Loan payment
		\$ 60,000.00	106078 Total		
		\$ 60,195.00	Grand Total		



Void Check Register

August 25, 2014

Verndor No	Vendor Name	Account	Invoice	Description	Amount	Check Date
CAN04	Candy Cane Inn	10-21-6695	6/30/14	Hotel lodging/training/Villalobos	\$ 603.72	7/2/2014
				\$603.72 Total	\$ 603.72	
				Grand Total	\$ 603.72	



Manual Check Register

August 22, 2014 FY 14-15

Vendor	Fund-Dept-Acct	Amount	Check #	Check Date	Description
BUSINESS CARD	60-50-6530	\$ 1.89	105991	8/22/2014	gloves/cottonelle
BUSINESS CARD	63-56-6530	\$ 1.88	105991	8/22/2014	gloves/cottonelle
BUSINESS CARD	10-33-6690	\$ 4.00	105991	8/22/2014	Parking for STANCOG meeting
BUSINESS CARD	10-33-6690	\$ 3.00	105991	8/22/2014	Parking for
BUSINESS CARD	63-56-6635	\$ 138.68	105991	8/22/2014	Registration for Ken Kerry course/Rocha
BUSINESS CARD	64-56-7505	\$ 414.99	105991	8/22/2014	Steel 5=shelf unit/refrigerator delivered to corp yard
BUSINESS CARD	61-55-7505	\$ 414.99	105991	8/22/2014	Steel 5=shelf unit/refrigerator delivered to corp yard
BUSINESS CARD	60-50-7505	\$ 415.00	105991	8/22/2014	Steel 5=shelf unit/refrigerator delivered to corp yard
		\$ 1,394.43	105991 Total		
Newman 4-H	10-01-6620	\$ 25.00	105992	8/22/2014	For ad in Newman 4-H Pancake Breakfast
		\$ 25.00	105992 Total		
		\$ 1,419.43	Grand Total		



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American Valley Waste Oil, Inc	10-46-6200	105993	\$ 35.00	8/22/2014	Picked up 40 gallons used motor oil @ corp yard
		105993 Total	\$ 35.00		
AMERICAN WATER WORKS	63-56-6635	105994	\$ 413.00	8/22/2014	Annual membership dues 10/1/14 to 9/30/15
		105994 Total	\$ 413.00		
APPLEGATE TEEPLES DRILLIN	62-60-6200	105995	\$ 1,600.00	8/22/2014	Lift stations clean-out
APPLEGATE TEEPLES DRILLIN	60-50-6200	105995	\$ 1,200.00	8/22/2014	Lift stations clean-out
		105995 Total	\$ 2,800.00		
ARROWHEAD MOUNTAIN SPRING	10-14-6300	105996	\$ 19.35	8/22/2014	Bottled water delivered/July 2014
ARROWHEAD MOUNTAIN SPRING	60-50-6300	105996	\$ 19.35	8/22/2014	Bottled water delivered/July 2014
ARROWHEAD MOUNTAIN SPRING	63-56-6300	105996	\$ 19.35	8/22/2014	Bottled water delivered/July 2014
ARROWHEAD MOUNTAIN SPRING	10-45-6300	105996	\$ 26.73	8/22/2014	Bottled water delivered/July 2014
ARROWHEAD MOUNTAIN SPRING	10-21-6300	105996	\$ 14.97	8/22/2014	Bottled water delivered/July 2014
ARROWHEAD MOUNTAIN SPRING	60-50-6300	105996	\$ 16.55	8/22/2014	Bottled water delivered/July 2014
ARROWHEAD MOUNTAIN SPRING	63-56-6300	105996	\$ 16.55	8/22/2014	Bottled water delivered/July 2014
ARROWHEAD MOUNTAIN SPRING	60-50-6300	105996	\$ 41.90	8/22/2014	Bottled water delivered/July 2014
		105996 Total	\$ 174.75		
Atkinson, Andelson, Loya, Ruud and Romo	10-15-6200	105997	\$ 808.75	8/22/2014	Professional services thru 7/31/14
		105997 Total	\$ 808.75		
AT&T MOBILITY	10-21-6420	105998	\$ 440.29	8/22/2014	Cell phone use 7/6/14 to 8/5/14
AT&T MOBILITY	63-56-6420	105998	\$ 168.78	8/22/2014	
AT&T MOBILITY	10-44-6420	105998	\$ 28.68	8/22/2014	
AT&T MOBILITY	69-47-6420	105998	\$ 10.25	8/22/2014	
AT&T MOBILITY	60-50-6420	105998	\$ 267.54	8/22/2014	
AT&T MOBILITY	10-07-6420	105998	\$ 8.69	8/22/2014	
AT&T MOBILITY	10-22-6420	105998	\$ 25.38	8/22/2014	
AT&T MOBILITY	10-33-6420	105998	\$ 31.09	8/22/2014	
AT&T MOBILITY	10-02-6420	105998	\$ 33.41	8/22/2014	
AT&T MOBILITY	10-45-6420	105998	\$ 81.39	8/22/2014	
AT&T MOBILITY	10-03-6420	105998	\$ 31.25	8/22/2014	
AT&T MOBILITY	10-14-6420	105998	\$ 42.28	8/22/2014	
AT&T MOBILITY	73-70-6420	105998	\$ 31.39	8/22/2014	Cell phone use 7/6/14 to 8/5/14
AT&T MOBILITY	22-20-6420	105998	\$ 3.48	8/22/2014	Cell phone use 7/6/14 to 8/5/14
AT&T MOBILITY	10-06-6420	105998	\$ 91.42	8/22/2014	Cell phone use 7/6/14 to 8/5/14
AT&T MOBILITY	10-21-6420	105998	\$ 410.43	8/22/2014	Mobile access patrol units 7/3 to 8/2/14/PD
		105998 Total	\$ 1,705.75		
AT&T	10-21-6420	105999	\$ 18.25	8/22/2014	Telephone services 7/13/14 to 8/12/14
AT&T	10-14-6420	105999	\$ 48.85	8/22/2014	Telephone services 7/13/14 to 8/12/14
AT&T	10-07-6665	105999	\$ 16.50	8/22/2014	Telephone services 7/13/14 to 8/12/14
AT&T	63-56-6420	105999	\$ 48.70	8/22/2014	Telephone services 7/13/14 to 8/12/14



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AT&T	60-50-6420	105999	\$ 17.29	8/22/2014	Telephone services 7/13/14 to 8/12/14
AT&T	10-14-6420	105999	\$ 5.99	8/22/2014	Analog line @ city hall 7/13/14 to 8/12/14
AT&T	60-50-6420	105999	\$ 5.99	8/22/2014	Analog line @ city hall 7/13/14 to 8/12/14
AT&T	63-56-6420	105999	\$ 6.00	8/22/2014	Analog line @ city hall 7/13/14 to 8/12/14
		105999 Total	\$ 167.57		
AutoZone	60-50-6530	106000	\$ 1.88	8/22/2014	Bug remover
AutoZone	63-56-6530	106000	\$ 1.88	8/22/2014	Bug remover
		106000 Total	\$ 3.76		
AVID TRAFFIC SUPPLIES	10-33-6300	106001	\$ 200.00	8/22/2014	Paint machine service/changes hydraulic & filter
AVID TRAFFIC SUPPLIES	10-33-6300	106001	\$ 1,218.32	8/22/2014	50 lbs glass beads/5 gal white oil base
AVID TRAFFIC SUPPLIES	10-33-6300	106001	\$ 563.69	8/22/2014	5 gals yellow street paint
		106001 Total	\$ 1,982.01		
Bartkiewicz, Kronick & Shanahan	60-50-6200	106002	\$ 425.00	8/22/2014	Review on wastewater use proposal/July 2014
		106002 Total	\$ 425.00		
BERTOLOTTI DISPOSAL	10-33-6220	106003	\$ 304.37	8/22/2014	Landfill fees/July 2014
BERTOLOTTI DISPOSAL	69-47-6220	106003	\$ 200.00	8/22/2014	Landfill fees/July 2014
		106003 Total	\$ 504.37		
Bohannon Insurance Group	10-00-2260	106004	\$ 838.21	8/22/2014	Professional services for August 2014
		106004 Total	\$ 838.21		
BUSINESS CARD	10-00-5830	106005	\$ 108.04	8/22/2014	Polo shirts with logos/reimbursed
BUSINESS CARD	10-01-6690	106005	\$ 610.21	8/22/2014	Lodging for LCC conference/Katen
BUSINESS CARD	10-22-6690	106005	\$ 27.38	8/22/2014	Meals after fire fighting
BUSINESS CARD	10-45-6722	106005	\$ 68.76	8/22/2014	Supplies for Fit Kids
BUSINESS CARD	10-01-6690	106005	\$ 75.00	8/22/2014	Cancellation fee for LCC conference registration/Katen
BUSINESS CARD	10-45-6724	106005	\$ 178.44	8/22/2014	Movie Night snack bar supplies
BUSINESS CARD	10-45-6724	106005	\$ 575.00	8/22/2014	Movie rental
BUSINESS CARD	10-45-6739	106005	\$ 198.27	8/22/2014	Supplies for teen center snack bar
BUSINESS CARD	10-45-6724	106005	\$ 141.17	8/22/2014	Supplies for movie night snack bar
BUSINESS CARD	10-45-6724	106005	\$ 16.38	8/22/2014	Supplies for movie night snack bar
BUSINESS CARD	10-45-6739	106005	\$ 21.98	8/22/2014	Supplies for teen center snack bar
BUSINESS CARD	10-45-6300	106005	\$ 39.46	8/22/2014	Supplies for teen center office
BUSINESS CARD	10-21-6200	106005	\$ 10.00	8/22/2014	ScheduleBase fee 8/19/14 to 9/19/14/PD
BUSINESS CARD	30-21-7105	106005	\$ 450.88	8/22/2014	4 Serpa level3 tactical holsters, right-handed
BUSINESS CARD	30-21-7105	106005	\$ 265.42	8/22/2014	2 Serpa level3 tactical holsters, left-handed
BUSINESS CARD	30-21-7105	106005	\$ 1,148.00	8/22/2014	10 Serpa level3 tactical holsters, right-handed
BUSINESS CARD	30-21-7105	106005	\$ 1,308.15	8/22/2014	Bullet proof vest carriers
BUSINESS CARD	10-21-6690	106005	\$ 35.52	8/22/2014	Lunch after LEX meeting
BUSINESS CARD	10-21-6530	106005	\$ 12.00	8/22/2014	Car wash/PD
BUSINESS CARD	60-50-6200	106005	\$ 23.15	8/22/2014	Panoramic picture
BUSINESS CARD	63-56-6200	106005	\$ 23.15	8/22/2014	Panoramic picture



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BUSINESS CARD	10-07-6200	106005	\$ 23.15	8/22/2014	Panoramic picture
		106005 Total	\$ 5,359.51		
Canon Solutions America, Inc.	10-21-6200	106006	\$ 38.21	8/22/2014	Color and black & white copy charges/PD
		106006 Total	\$ 38.21		
Canon Financial Services, Inc.	63-56-6200	106007	\$ 86.70	8/22/2014	Copier lease 8/1/14 to 8/31/14
Canon Financial Services, Inc.	60-50-6200	106007	\$ 86.70	8/22/2014	Copier lease 8/1/14 to 8/31/14
Canon Financial Services, Inc.	10-14-6200	106007	\$ 106.06	8/22/2014	Copier lease 8/1/14 to 8/31/14/finance
Canon Financial Services, Inc.	60-50-6200	106007	\$ 106.06	8/22/2014	Copier lease 8/1/14 to 8/31/14/finance
Canon Financial Services, Inc.	63-56-6200	106007	\$ 106.06	8/22/2014	Copier lease 8/1/14 to 8/31/14/finance
Canon Financial Services, Inc.	10-21-6200	106007	\$ 196.96	8/22/2014	Copier lease 8/1/14 to 8/31/14/PD
		106007 Total	\$ 688.54		
C B MERCHANT SERVICES,INC	63-56-6637	106008	\$ 161.04	8/22/2014	Bad debt payable/July 2014
		106008 Total	\$ 161.04		
Central Calif Irrigation District	63-56-6200	106009	\$ 28.39	8/22/2014	2014 Annual assessment-Watershed coalition
		106009 Total	\$ 28.39		
CENTRAL SANITARY SUPPLY	10-44-6660	106010	\$ 281.12	8/22/2014	
CENTRAL SANITARY SUPPLY	10-44-6670	106010	\$ 140.57	8/22/2014	
CENTRAL SANITARY SUPPLY	10-07-6300	106010	\$ 70.28	8/22/2014	
CENTRAL SANITARY SUPPLY	10-21-6300	106010	\$ 70.28	8/22/2014	
CENTRAL SANITARY SUPPLY	10-07-6665	106010	\$ 35.14	8/22/2014	
CENTRAL SANITARY SUPPLY	10-22-6300	106010	\$ 35.14	8/22/2014	
CENTRAL SANITARY SUPPLY	10-44-6300	106010	\$ 35.14	8/22/2014	
CENTRAL SANITARY SUPPLY	10-46-6300	106010	\$ 35.14	8/22/2014	
		106010 Total	\$ 702.81		
Cervin Mirella	10-00-2840	106011	\$ 200.00	8/22/2014	Refund Memorial bldg deposit/Cervin
		106011 Total	\$ 200.00		
Chevron & Texaco Business Card Services	10-33-6500	106012	\$ 180.32	8/22/2014	Gas and diesel purchases 7/15/14 thru 8/14/14
Chevron & Texaco Business Card Services	10-44-6500	106012	\$ 338.33	8/22/2014	Gas and diesel purchases 7/15/14 thru 8/14/14
Chevron & Texaco Business Card Services	63-56-6500	106012	\$ 746.91	8/22/2014	Gas and diesel purchases 7/15/14 thru 8/14/14
Chevron & Texaco Business Card Services	60-50-6500	106012	\$ 478.91	8/22/2014	Gas and diesel purchases 7/15/14 thru 8/14/14
Chevron & Texaco Business Card Services	10-21-6500	106012	\$ 4,964.37	8/22/2014	Gas and diesel purchases 7/15/14 thru 8/14/14
Chevron & Texaco Business Card Services	10-22-6500	106012	\$ 367.57	8/22/2014	Gas and diesel purchases 7/15/14 thru 8/14/14
Chevron & Texaco Business Card Services	69-47-6500	106012	\$ 112.91	8/22/2014	Gas and diesel purchases 7/15/14 thru 8/14/14
Chevron & Texaco Business Card Services	10-07-6500	106012	\$ 53.72	8/22/2014	Gas and diesel purchases 7/15/14 thru 8/14/14
		106012 Total	\$ 7,243.04		
City of Turlock	10-15-6200	106013	\$ 1,000.00	8/22/2014	July legal services monthly retainer
		106013 Total	\$ 1,000.00		
CLENDENIN BIRD & CO LLP	10-14-6205	106014	\$ 3,195.00	8/22/2014	Second progress billing for audit year ended 6/30/14
CLENDENIN BIRD & CO LLP	60-50-6205	106014	\$ 3,195.00	8/22/2014	Second progress billing for audit year ended 6/30/14
CLENDENIN BIRD & CO LLP	63-56-6205	106014	\$ 3,195.00	8/22/2014	Second progress billing for audit year ended 6/30/14



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		106014 Total	\$ 9,585.00		
CSG Consultants, Inc	10-23-6215	106015	\$ 12,321.16	8/22/2014	Building permit issuances/July 2014
CSG Consultants, Inc	10-23-6215	106015	\$ 851.74	8/22/2014	Plan check fees/July 2014
CSG Consultants, Inc	10-23-6243	106015	\$ 50.00	8/22/2014	Business license inspections-PMZ real estate/D.A.T.T./July 2014
		106015 Total	\$ 13,222.90		
Dupont Tiffany	10-00-2841	106016	\$ 20.00	8/22/2014	Refund Pioneer Park deposit/T. Dupont
		106016 Total	\$ 20.00		
EDWARDS, LIEN & TOSO, INC	60-50-7405	106017	\$ 1,250.00	8/22/2014	Remaining cost to appraise Dunkley Property
		106017 Total	\$ 1,250.00		
EMPLOYMENT DEV DEPT/SUI	10-00-2290	106018	\$ 2,250.00	8/22/2014	Unemployment benefits 4/1/14 thru 6/30/14
		106018 Total	\$ 2,250.00		
ENVIRONMENTAL TECHNIQUES	60-50-6300	106019	\$ 3,540.00	8/22/2014	60 ProOxidizer/WWTP
		106019 Total	\$ 3,540.00		
FERGUSON ENTERPRISES, INC	63-56-6300	106020	\$ 250.03	8/22/2014	6 meter boxes and lids
		106020 Total	\$ 250.03		
FRANKLIN PET CEMETERY & C	10-21-6208	106021	\$ 3.60	8/22/2014	Animal disposal clinic
FRANKLIN PET CEMETERY & C	10-21-6208	106021	\$ 4.80	8/22/2014	Animal disposal clinic
FRANKLIN PET CEMETERY & C	10-21-6208	106021	\$ 4.40	8/22/2014	Animal disposal clinic
FRANKLIN PET CEMETERY & C	10-21-6208	106021	\$ 10.40	8/22/2014	Animal disposal clinic
FRANKLIN PET CEMETERY & C	10-21-6208	106021	\$ 18.80	8/22/2014	Animal disposal clinic
		106021 Total	\$ 42.00		
GEOANALYTICAL LAB, INC.	60-50-6200	106022	\$ 355.00	8/22/2014	BOD/TSS/Nitrates @ WWTP
GEOANALYTICAL LAB, INC.	63-56-6200	106022	\$ 2,279.75	8/22/2014	Asbestos-DW/Nitrate/EDT reporting/Bacti/Qtly stage 2 DBPR/water
		106022 Total	\$ 2,634.75		
GEORGE W. LOWRY, INC	60-50-6500	106023	\$ 1,501.21	8/22/2014	400 gals unleaded gas delivered to WWTP
		106023 Total	\$ 1,501.21		
Gonzalez Sara	10-00-2840	106024	\$ 200.00	8/22/2014	Refund Memorial Bldg deposit/remodeling won't be done/Gonzalez
		106024 Total	\$ 200.00		
Gouveia Engineering, Inc	10-31-6200	106025	\$ 141.75	8/22/2014	Miscellaneous engineering meetings/ATP
Gouveia Engineering, Inc	10-31-6200	106025	\$ 42.00	8/22/2014	Engineering meetings/General PW
Gouveia Engineering, Inc	18-32-7739	106025	\$ 376.69	8/22/2014	Hwy 33 and Inyo intersection engineering
Gouveia Engineering, Inc	71-07-7505	106025	\$ 1,174.38	8/22/2014	Memorial Building renovation
Gouveia Engineering, Inc	24-32-7766	106025	\$ 131.25	8/22/2014	CMAQ Natural Gas Fast fill engineering
Gouveia Engineering, Inc	10-31-6200	106025	\$ 1,005.38	8/22/2014	Rule 20 A/Alleys engineering
Gouveia Engineering, Inc	20-32-7776	106025	\$ 1,386.00	8/22/2014	CDBG waterline &SS Replacement
Gouveia Engineering, Inc	10-31-6200	106025	\$ 141.75	8/22/2014	Meeting to address storm drainage work @ Dollar General
Gouveia Engineering, Inc	10-31-6200	106025	\$ 3,391.50	8/22/2014	Meeting The Villas tentative Map review
Gouveia Engineering, Inc	10-31-6200	106025	\$ 1,212.75	8/22/2014	Conference call IRWM Grant application
Gouveia Engineering, Inc	10-31-6200	106025	\$ 1,178.63	8/22/2014	Prepare exhibits and application for ATP application



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		106025 Total	\$ 10,182.08		
Grand Lodge of California	40-07-8130	106026	\$ 592.22	8/22/2014	Principal payment on city hall/Sept 2014
Grand Lodge of California	60-50-8130	106026	\$ 592.22	8/22/2014	Principal payment on city hall/Sept 2014
Grand Lodge of California	63-56-8130	106026	\$ 592.22	8/22/2014	Principal payment on city hall/Sept 2014
Grand Lodge of California	40-07-8120	106026	\$ 1,046.01	8/22/2014	Interest payment on city hall/Sept 2014
Grand Lodge of California	63-56-8125	106026	\$ 1,046.01	8/22/2014	Interest payment on city hall/Sept 2014
Grand Lodge of California	60-50-8125	106026	\$ 1,046.02	8/22/2014	Interest payment on city hall/Sept 2014
		106026 Total	\$ 4,914.70		
Huoy Rasin	10-00-2840	106027	\$ 250.00	8/22/2014	Refund Memorial Bldg deposit/Huoy
		106027 Total	\$ 250.00		
Hydrotex	63-56-6300	106028	\$ 525.47	8/22/2014	4) UK drip oil 5 gallons each
		106028 Total	\$ 525.47		
INFOSEND, INC	63-56-6300	106029	\$ 943.70	8/22/2014	Printing and insertion fee for 2013 Consumer Confidence reports
		106029 Total	\$ 943.70		
IN-SYNCH SYSTEMS	10-21-6200	106030	\$ 1,020.00	8/22/2014	Monthly RMS subscription/Sept 2014
		106030 Total	\$ 1,020.00		
IRRIGATION DESIGN & CONST	60-50-6300	106031	\$ 34.38	8/22/2014	2 boxes Nitrile gloves/PW
		106031 Total	\$ 34.38		
JOE'S LANDSCAPING & CONCR	10-44-6200	106032	\$ 1,100.00	8/22/2014	Tree removal @ Pioneer Park
JOE'S LANDSCAPING & CONCR	63-56-6300	106032	\$ 148.52	8/22/2014	4 hours trencher rental
JOE'S LANDSCAPING & CONCR	69-47-6300	106032	\$ 144.76	8/22/2014	25 side strip nozzle/25 high low angle nozzle
JOE'S LANDSCAPING & CONCR	69-47-6200	106032	\$ 10,270.00	8/22/2014	Landscape services at the LLD/July 2014
		106032 Total	\$ 11,663.28		
JORGENSEN & COMPANY	73-70-6672	106033	\$ 99.00	8/22/2014	Annual fire extinguisher service @ theater
JORGENSEN & COMPANY	60-50-6200	106033	\$ 45.00	8/22/2014	Annual fire extinguisher service @ WWTP
JORGENSEN & COMPANY	10-07-6200	106033	\$ 68.88	8/22/2014	Annual fire extinguisher service @ corp yard
JORGENSEN & COMPANY	63-56-6200	106033	\$ 183.68	8/22/2014	Annual fire extinguisher service @ corp yard
JORGENSEN & COMPANY	10-33-6200	106033	\$ 91.84	8/22/2014	Annual fire extinguisher service @ corp yard
JORGENSEN & COMPANY	10-07-6665	106033	\$ 45.92	8/22/2014	Annual fire extinguisher service @ corp yard
JORGENSEN & COMPANY	10-46-6200	106033	\$ 137.76	8/22/2014	Annual fire extinguisher service @ corp yard
JORGENSEN & COMPANY	10-44-6660	106033	\$ 45.92	8/22/2014	Annual fire extinguisher service @ corp yard
JORGENSEN & COMPANY	10-44-6670	106033	\$ 45.92	8/22/2014	Annual fire extinguisher service @ corp yard
JORGENSEN & COMPANY	10-44-6200	106033	\$ 137.76	8/22/2014	Annual fire extinguisher service @ corp yard
		106033 Total	\$ 901.68		
McDowell Gary	10-00-2841	106034	\$ 20.00	8/22/2014	Refund Pioneer Park deposit/McDowell
		106034 Total	\$ 20.00		
MID VALLEY IT, INC	10-21-6200	106035	\$ 1,431.20	8/22/2014	IT CONTRACT/PD
MID VALLEY IT, INC	10-14-6200	106035	\$ 715.60	8/22/2014	IT CONTRACT/FIN
MID VALLEY IT, INC	63-56-6200	106035	\$ 715.60	8/22/2014	IT CONTRACT/WATR



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MID VALLEY IT, INC	60-50-6200	106035	\$ 715.60	8/22/2014	IT CONTRACT/SEWR
		106035 Total	\$ 3,578.00		
Newman Fall Festival	10-01-6620	106036	\$ 25.00	8/22/2014	City of Newman information booth regist @ Newman Fall Festival
		106036 Total	\$ 25.00		
NEWMAN SMOG AND LUBE	10-21-6530	106037	\$ 41.73	8/22/2014	Lube, oil and oil filter change 2013 Dodge Charger
		106037 Total	\$ 41.73		
Nino's Auto Repair	10-44-6530	106038	\$ 239.26	8/22/2014	Installed starter/fixd seat belt/93 Ford PU
		106038 Total	\$ 239.26		
North Star Engineering Group, Inc	18-32-7739	106039	\$ 3,072.50	8/22/2014	Engineering services/12-1123 Inyo Ave and Hwy 33 project
		106039 Total	\$ 3,072.50		
OTTMAN FARMS, INC	60-50-6230	106040	\$ 770.00	8/22/2014	55 acres alfalfa sprayed @ WWTP
		106040 Total	\$ 770.00		
PATTERSON AUTO CARE, INC	10-21-6530	106041	\$ 60.00	8/22/2014	Wheel thrust angle alignment/07 Chevy Tahoe
		106041 Total	\$ 60.00		
CITY OF PATTERSON	10-03-6200	106042	\$ 660.00	8/22/2014	City council video reimbursement/July 2014
		106042 Total	\$ 660.00		
P G & E	10-07-6410	106043	\$ 585.95	8/22/2014	Gas and electric @ 938 Fresno St/7-8 to 8-6-14
P G & E	60-50-6410	106043	\$ 585.95	8/22/2014	Gas and electric @ 938 Fresno St/7-8 to 8-6-14
P G & E	63-56-6410	106043	\$ 585.96	8/22/2014	Gas and electric @ 938 Fresno St/7-8 to 8-6-14
P G & E	10-21-6510	106043	\$ 34.53	8/22/2014	Natural gas pumped @ CNG station
P G & E	10-07-6410	106043	\$ 2,392.33	8/22/2014	Gas and electric 7-17-14 to 8-17-14
P G & E	10-33-6510	106043	\$ 103.60	8/22/2014	Natural gas pumped @ CNG station
P G & E	10-22-6410	106043	\$ 564.50	8/22/2014	Gas and electric 7-17-14 to 8-17-14
P G & E	10-44-6510	106043	\$ 69.08	8/22/2014	Natural gas pumped @ CNG station
P G & E	10-33-6410	106043	\$ 4,611.74	8/22/2014	Gas and electric 7-17-14 to 8-17-14
P G & E	60-50-6510	106043	\$ 34.53	8/22/2014	Natural gas pumped @ CNG station
P G & E	10-44-6410	106043	\$ 753.01	8/22/2014	Gas and electric 7-17-14 to 8-17-14
P G & E	63-56-6510	106043	\$ 34.53	8/22/2014	Natural gas pumped @ CNG station
P G & E	10-45-6410	106043	\$ 367.61	8/22/2014	Gas and electric 7-17-14 to 8-17-14
P G & E	10-46-6410	106043	\$ 660.63	8/22/2014	Gas and electric 7-17-14 to 8-17-14
P G & E	10-44-6660	106043	\$ 1,290.39	8/22/2014	Gas and electric 7-17-14 to 8-17-14
P G & E	10-07-6665	106043	\$ 149.63	8/22/2014	Gas and electric 7-17-14 to 8-17-14
P G & E	10-44-6670	106043	\$ 443.19	8/22/2014	Gas and electric 7-17-14 to 8-17-14
P G & E	60-50-6410	106043	\$ 21,909.27	8/22/2014	Gas and electric 7-17-14 to 8-17-14
P G & E	62-60-6411	106043	\$ 375.71	8/22/2014	Gas and electric 7-17-14 to 8-17-14
P G & E	62-60-6412	106043	\$ 1,344.34	8/22/2014	Gas and electric 7-17-14 to 8-17-14
P G & E	63-56-6410	106043	\$ 27,354.00	8/22/2014	Gas and electric 7-17-14 to 8-17-14
P G & E	69-47-6410	106043	\$ 2,992.92	8/22/2014	Gas and electric 7-17-14 to 8-17-14
P G & E	73-70-6651	106043	\$ 298.64	8/22/2014	Gas and electric 7-17-14 to 8-17-14



AP Check Register

August 22, 2014 FY 14-15

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
P G & E	73-70-6672	106043	\$ 1,414.28	8/22/2014	Gas and electric 7-17-14 to 8-17-14
		106043 Total	\$ 68,956.32		
Simon Danielle	10-00-2840	106044	\$ 200.00	8/22/2014	Refund Memorial Bldg deposit/Simon
		106044 Total	\$ 200.00		
SPRINGBROOK SOFTWARE	10-14-6310	106045	\$ 258.66	8/22/2014	Monthly WEB payments/July
SPRINGBROOK SOFTWARE	60-50-6310	106045	\$ 258.67	8/22/2014	Monthly WEB payments/July
SPRINGBROOK SOFTWARE	63-56-6310	106045	\$ 258.67	8/22/2014	Monthly WEB payments/July
SPRINGBROOK SOFTWARE	71-14-8130	106045	\$ 6,087.00	8/22/2014	Contract installment on purchase of software/5th year
SPRINGBROOK SOFTWARE	60-50-8130	106045	\$ 6,087.00	8/22/2014	Contract installment on purchase of software/5th year
SPRINGBROOK SOFTWARE	63-56-8130	106045	\$ 6,087.00	8/22/2014	Contract installment on purchase of software/5th year
SPRINGBROOK SOFTWARE	71-14-8125	106045	\$ 959.66	8/22/2014	Contract installment on purchase of software/5th year
SPRINGBROOK SOFTWARE	60-50-8125	106045	\$ 959.67	8/22/2014	Contract installment on purchase of software/5th year
SPRINGBROOK SOFTWARE	63-56-8125	106045	\$ 959.67	8/22/2014	Contract installment on purchase of software/5th year
		106045 Total	\$ 21,916.00		
State of Calif Dept of Justice	10-21-6200	106046	\$ 32.00	8/22/2014	Livescan fee/Mashburn
State of Calif Dept of Justice	10-44-6200	106046	\$ 32.00	8/22/2014	Livescan fee/Arechiga/Manzo/PW
State of Calif Dept of Justice	10-44-6200	106046	\$ 32.00	8/22/2014	Livescan fee/Arechiga/Manzo/PW
State of Calif Dept of Justice	10-00-2014	106046	\$ 791.00	8/22/2014	Livescan fee/July 2014
		106046 Total	\$ 887.00		
Stanislaus Council of Governments	10-01-6635	106047	\$ 406.00	8/22/2014	Member agency dues 2014-2015/STANCOG
		106047 Total	\$ 406.00		
Swank Motion Pictures, Inc	10-45-6724	106048	\$ 449.00	8/22/2014	Rental of "The Lego Movie" for 8/9/14
		106048 Total	\$ 449.00		
TESCO CONTROL, INC.	63-56-6200	106049	\$ 1,009.75	8/22/2014	Check PLC's at all wells and all connections to SCADA
		106049 Total	\$ 1,009.75		
THE RADAR SHOP, INC	10-21-6200	106050	\$ 435.25	8/22/2014	Recertified 6 radar units and tuning forks/PD
		106050 Total	\$ 435.25		
True Blue Veterinary Group	10-21-6208	106051	\$ 900.00	8/22/2014	Monthly animal contract with G-Bar-N/June 2014
True Blue Veterinary Group	10-21-6208	106051	\$ 75.00	8/22/2014	Neuter-Coco NPD shelter dog
True Blue Veterinary Group	10-21-6208	106051	\$ 100.00	8/22/2014	Ovarian Hysterectomy-Sterling
True Blue Veterinary Group	10-21-6208	106051	\$ 75.00	8/22/2014	Neuter-Cesar NPD Shelter Dog
True Blue Veterinary Group	10-21-6208	106051	\$ 100.00	8/22/2014	Ovarian Hysterectomy-Lopez
		106051 Total	\$ 1,250.00		
YAROLIMEK MATHEW	63-00-2010	106052	\$ 19.57	8/22/2014	Refund Check
		106052 Total	\$ 19.57		
CHAVEZ LAURA	63-00-2010	106053	\$ 27.39	8/22/2014	Refund Check
		106053 Total	\$ 27.39		
RUBIO ANGELICA M.	63-00-2010	106054	\$ 86.40	8/22/2014	Refund Check
		106054 Total	\$ 86.40		



AP Check Register

August 22, 2014 FY 14-15

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
UNIVAR USA, INC	63-56-6300	106055	\$ 462.98	8/22/2014	150 gals sodium hypochlorite delivered @ well #8
UNIVAR USA, INC	63-56-6300	106055	\$ 258.42	8/22/2014	100 gals sodium hypochlorite delivered @ well #5
UNIVAR USA, INC	63-56-6300	106055	\$ 64.60	8/22/2014	25 gals sodium hypochlorite delivered @ well #6
		106055 Total	\$ 786.00		
USA BLUEBOOK	63-56-6300	106056	\$ 209.43	8/22/2014	Door knob hangers/meter pit bilge pump w/3' hose
USA BLUEBOOK	63-56-6300	106056	\$ 22.55	8/22/2014	Freight charges for invoice #401832
		106056 Total	\$ 231.98		
UNITED STATES POSTMASTER	10-21-6330	106057	\$ 98.00	8/22/2014	2 Rolls postage stamps/PD
		106057 Total	\$ 98.00		
Webber William	10-45-6722	106058	\$ 388.00	8/22/2014	Tennis camp instructor/7-7-14 to 8-4-14/Webber
		106058 Total	\$ 388.00		
MATTOS NEWSPAPERS, INC.	10-03-6240	106059	\$ 208.00	8/22/2014	Legal notice of election and notice to voters
MATTOS NEWSPAPERS, INC.	10-03-6240	106059	\$ 120.00	8/22/2014	Legal notice of election candidates & Measures
MATTOS NEWSPAPERS, INC.	10-45-6724	106059	\$ 39.45	8/22/2014	Display ad for Movie Night
MATTOS NEWSPAPERS, INC.	10-45-6724	106059	\$ 78.90	8/22/2014	Display ad for movie night
MATTOS NEWSPAPERS, INC.	10-33-6300	106059	\$ 72.00	8/22/2014	Notice of mtg/STANCOG ATP program
MATTOS NEWSPAPERS, INC.	10-45-6724	106059	\$ 39.45	8/22/2014	Movie Night display ad
MATTOS NEWSPAPERS, INC.	10-45-6724	106059	\$ 78.90	8/22/2014	Movie Night display ad
MATTOS NEWSPAPERS, INC.	60-50-6600	106059	\$ 32.00	8/22/2014	Notice of Public hearing/adopt title 1 administrative
MATTOS NEWSPAPERS, INC.	63-56-6600	106059	\$ 32.00	8/22/2014	Notice of Public hearing/adopt title 1 administrative
MATTOS NEWSPAPERS, INC.	60-50-6600	106059	\$ 84.00	8/22/2014	Public hearing solar generating facilities @ WWTP
MATTOS NEWSPAPERS, INC.	10-45-6724	106059	\$ 39.45	8/22/2014	Display ad movie night
MATTOS NEWSPAPERS, INC.	10-21-6300	106059	\$ 78.03	8/22/2014	500 business cards for PD
MATTOS NEWSPAPERS, INC.	10-21-6300	106059	\$ 34.44	8/22/2014	500 business cards for Ronil Singh
MATTOS NEWSPAPERS, INC.	10-45-6724	106059	\$ 78.90	8/22/2014	Display ad for movie night
		106059 Total	\$ 1,015.52		
West Stanislaus Fire District	10-22-7105	106060	\$ 1,880.50	8/22/2014	Fire protection helmets, gloves, goggles,flash hood/fire departm
		106060 Total	\$ 1,880.50		
WEST SIDE AERIAL APPLICAT	60-50-6230	106061	\$ 1,287.00	8/22/2014	Aerial insecticide application to alfalfa @ WWTP
		106061 Total	\$ 1,287.00		
YANCEY LUMBER COMPANY	10-44-6300	106062	\$ 279.02	8/22/2014	Chain/spray paint/twine/ATV tow spreader
YANCEY LUMBER COMPANY	10-33-6300	106062	\$ 111.71	8/22/2014	Gloves/airless spray tip/paint pails/hose fitting/grease/light b
YANCEY LUMBER COMPANY	60-50-6225	106062	\$ 6.48	8/22/2014	Mylar numbers for pumps @ WWTP
YANCEY LUMBER COMPANY	69-47-6300	106062	\$ 58.65	8/22/2014	Graffiti remover/spray paint/extractor set/
YANCEY LUMBER COMPANY	10-07-6300	106062	\$ 37.14	8/22/2014	15" waste tube/hoses/liquid wrench
YANCEY LUMBER COMPANY	10-46-6300	106062	\$ 29.98	8/22/2014	Chain oil/grease/pumice hand cleaner
YANCEY LUMBER COMPANY	60-50-6300	106062	\$ 1.15	8/22/2014	Mylar numbers for WWTP
YANCEY LUMBER COMPANY	10-21-6308	106062	\$ 151.74	8/22/2014	3 bags dog food for K-9
YANCEY LUMBER COMPANY	62-60-6225	106062	\$ 3.87	8/22/2014	Gorilla glue



AP Check Register

August 22, 2014 FY 14-15

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
YANCEY LUMBER COMPANY	10-21-6300	106062	\$ 11.62	8/22/2014	Simple green
YANCEY LUMBER COMPANY	10-22-6530	106062	\$ 8.50	8/22/2014	Spackle 24" round metal stake
YANCEY LUMBER COMPANY	63-56-6300	106062	\$ 243.93	8/22/2014	PVC pipe/primer/tee/wheel cutoff/chect waders
		106062 Total	\$ 943.79		
		Grand Total	\$ 200,950.85		



MINUTES
NEWMAN CITY COUNCIL
SPECIAL MEETING AUGUST 12, 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, Martina And Mayor Katen.
ABSENT: None.
3. **Items From The Public** - None.
4. **Adjourn To Closed Session** - 6:59 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 - 6:59 P.M.

No Reportable Action Was Taken.

5. Adjournment.

ACTION: On Motion By Hutchins Seconded By Candea, The Meeting Was Adjourned At 7:00 P.M. By The Following Vote: **AYES:** Davis, Hutchins, Candea, Martina And Mayor Katen; **NOES:** None; **ABSENT:** None; **NOT PARTICIPATING:** None.



MINUTES
NEWMAN CITY COUNCIL
REGULAR MEETING AUGUST 12, 2014
CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET

1. **Call To Order** - Mayor Katen 7:04 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**

Casey Graham, 1307 Blue Teal Way, Noted That He Is Concerned About The Leaflets And Flyers Being Left On Resident's Door Steps And Taped To Garage Doors. Graham Stated That He Was Concerned About Residents Becoming Targets Because Burglars See These Flyers Remain When No One Is Home. He Expressed His Worry About All The Potential Crime Aspects Related To Leaflets And Flyers. Graham Claimed That No One At The City Knows How To Handle Solicitors And Indicated That When He Had Called City Hall, He Was Directed To Call The Police Department And That When He Called The Police Department, He Was Told To Call City Hall. Graham Asked The Council To Address The Aforementioned Issues.

8. Consent Calendar

- a. Waive All Readings Of Ordinances And Resolutions Except By Title.
- b. Approval Of Warrants.
- c. Approval Of Minutes Of The July 22, 2014 Meeting.

ACTION: On A Motion By Hutchins Seconded By Davis, 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

- a. Second Reading And Adoption Of Ordinance No. 2014-7, Amending Title 1 Administrative, Amending Chapter 1.09 Purchasing System, Of The Newman City Code And Authorize Staff To Publish A Summary Of Said Ordinance.

Mayor Katen Opened The Public Hearing At 7:10 P.M.

There Being No Public Comment, Katen Closed The Public Hearing At 7:11 P.M.

ACTION: Ordinance No. 2014-7, Amending Title 1 Administrative, Amending Chapter 1.09 Purchasing System, 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 The Ordinance By The Following Vote: AYES: Davis, Hutchins, Candea, Martina And Mayor Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

- b. Adopt Resolution No. 2014-45, A Resolution Approving A Power Purchase Agreement With SolarCity Corporation And Authorizing The City Manager To Execute Said Agreement For A Solar Project At The Waste Water Treatment Plant.

Mayor Katen Opened The Public Hearing At 7:20 P.M.

Council Member Hutchins Inquired About Timeline For Installation Of The Solar Equipment.

Michael Carpol With SolarCity Noted That It Would Be A Six To Nine Month Installation Period.

There Being No Further Public Comment, Katen Closed The Public Hearing At 7:23 P.M.

ACTION: On Motion By Martina Seconded By Candea, Resolution No. 2014-45 , Approving A Power Purchase Agreement With SolarCity Corporation And Authorizing The City Manager To Execute Said Agreement For A Solar Project At The Waste Water Treatment Plant, Was Adopted By The Following Vote: AYES: Davis, Hutchins, Candea, Martina And Mayor Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

10. Regular Business

- a. Report On Potential Ordinance Changes To Title 3, Business Regulations, Chapter 3.03 Peddlers And Solicitors.

Mayor Pro Tem Martina Noted That He Liked The Idea Of Time Constraints.

Council Member Candea Stated That He Dislikes Vendors At His Door Late In The Evening.

Council Member Hutchins Noted That He Was Concerned About The Elderly Potentially Being Taken Advantage Of And Indicated That He Wants All Door To Door Vendor's Employees To Undergo Some Kind Of Verification Process.

Mayor Katen Stated That He Too Was Concerned About The Elderly And How People May Misrepresent Themselves When Selling Items Door To Door. Katen Noted That Door To Door Salespersons Often Use Pressured Sales Techniques. He Went On To Add That He Does Not Like Being Bothered But That He Was Ultimately Concerned About People Being Taken Advantage Of.

Council Member Hutchins Inquired About A Vetting Process To Permit Reputable Individuals But Also Prevent Residents From Being Exploited.

Council Member Candea Noted That The City Also Needs To Educate The Community About Door To Door Sales And Business License Requirements.

Bob Novoa, 1045 Ruth Avenue, Reported That Two People Visited His Business In The Previous Week Selling Items Door To Door And Noted That They Were Both Unlicensed. Novoa Encouraged The Council To Protect The Citizens Of Newman Against Bad Out Of Town Vendors.

ACTION: The City Council Directed Staff To Revise Title 3 And Included A Time Standard Of 9:00 A.M. To 5:00 P.M., Not To Allow Door To Door Sales On Sundays, Create A Do Not Disturb Registry And Prohibit Soliciting At Locations With "No Solicitation" Signs. They Also Asked Staff To Review Code Sections Pertaining To Leaflets And Flyers.

11. Items From District Five Stanislaus County Supervisor.

Supervisor DeMartini Invited Everyone To The New Jail Ground Breaking Ceremony On Friday, August 15th At 9:30 A.M. DeMartini Reported That There Was A Problem With A Well In Crows Landing And Noted That It Was Inoperable But Indicated That The Reason Was Still Unknown. He Reminded Everyone That The Sixth Annual Health Summit Would Be Held On August 21st At The West Side Theatre. DeMartini Informed The Council That The West Side Healthcare Taskforce Would Be Meeting With Other Agencies To Discuss Health And Fitness On September 25th At The West Side Theatre.

12. Items From The City Manager And Staff.

City Manager Holland Reported That City Staff Would Be Hosting The Local Farmland Working Group To Discuss The City's Measure Z On August 18th. Holland Informed The City Council That Staff Would Be Presenting Them With A Staff Report Regarding Dispatch Services In The Near Future. He Noted That The Louis J. Newman Memorial Center Renovation And The GNG Fast Fill Station Projects Would Soon Be Out To Bid. Holland Concluded By Mentioning That The City Would Be Doing Some Sidewalk Repairs In The Vicinity Of Von Renner Elementary School.

13. Items From City Council Members.

Mayor Katen Asked Public Works Director Kim To Have The Electric Vehicles Ready For The Council Members To Utilize In The Fall Festival Parade But Noted That He Would Not Be A Part Of That Group This Year Because He Had Been Named Grand Marshal.

14. Adjournment.

ACTION: On Motion By Hutchins Seconded By Candea, The Meeting Was Adjourned At 8:05 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

DECLARE CERTAIN PROPERTY AS SURPLUS AND APPROVE OF ITS DISPOSAL

RECOMMENDATION:

It is recommended that the Newman City Council:

1. Adopt Resolution No. 2014- , A Resolution Declaring Certain Property As Surplus Property And Authorizing Disposal By Destruction, Auction Or Specific Donation.
2. Donate 100 folding metal chairs to local Veterans of Foreign Wars (VFW) Post No. 7635 as requested.

BACKGROUND:

The City has property that becomes obsolete, is not repairable, or is no longer of use. In order for the City to legally dispose of said property, it must be declared surplus by the City Council.

ANALYSIS:

The sale of these items will bring in a small amount of revenue and free up much needed space at the facilities where they are currently stored. Local Veterans of Foreign Wars (VFW) Post No. 7635 has requested a donation of 100 of the 148 listed folding metal chairs. This would be an excellent local use for these chairs, given that they would likely be sold at auction for their value as scrap metal.

FISCAL IMPACT:

Positive, potential influx of revenue for the General Fund of a small, undetermined amount.

CONCLUSION:

This staff report is submitted for City Council consideration and action. Staff recommends adoption of Resolution No. 2014- , A Resolution Declaring Certain Property As Surplus Property And Authorizing Disposal By Destruction, Auction Or Specific Donation and donate 100 folding metal chairs to local Veterans of Foreign Wars (VFW) Post No. 7635 as requested.

ATTACHMENTS:

1. Resolution No. 2014-
2. List of City-owned property for surplus
3. Request letter from the Veterans of Foreign Wars (VFW) Post No. 7635

Respectfully submitted,



Brett Short, Police Lieutenant

REVIEWED/CONCUR:



Michael Holland, City Manager

SEPTEMBER 2014 SURPLUS LIST

<u>QTY</u>	<u>ASSET #</u>	<u>DESCRIPTION</u>	<u>DISPO</u>	<u>VIN/Serial Number</u>
2		36" METAL COAT RACK	AUCTION	
4		72" METAL CHAIR RACK	AUCTION	
148		METAL FOLDING CHAIRS	AUCTION	
4		VINYL PADDED STACKABLE CHAIRS	AUCTION	
2		3'X6' PLYWOOD STORAGE CABINETS	AUCTION	
1		TRAULSEN COMMERCIAL REFRIGERATOR DHT 2-32	AUCTION	
1	125	US RANGE 60" 6 BURNER RANGE/OVEN/GRIDDLE	AUCTION	
1		VIEWSONIC PJD6221 DLP PROJECTOR	AUCTION	R8K101104877
6		GAS POWERED LAWN EDGERS	AUCTION	
2		GAS POWERED PUSH LAWN MOWERS	AUCTION	
4		GAS POWERED BACKPACK BLOWERS	AUCTION	
4		GAS POWERED CHAINSAWS	AUCTION	
3		HEDGE TRIMMERS	AUCTION	
6		WEEDEATERS	AUCTION	
2		ELECTRIC DRILLS	AUCTION	
1		FORD CM272 LAWN MOWER	AUCTION	SN#01791
13		INTERIOR DOORS	AUCTION	



JOSEPH G. ROSE POST NO. 7635
145 5TH Street
Gustine, California 95322

City Council, City of Newman

938 Fresno St.

Newman, CA 95360

Re: Excess chairs, Louis Newman Hall

Dear Council Members:

The Joseph G. Rose Post 7635 of the Veterans of Foreign Wars and Manuel M. Lopes Post 240 of the American Legion are in the process of “updating” their chair inventory for the Veterans Hall in Gustine, California. Many of the existing chairs are “unworkable” and actually “an accident waiting to happen”. We have been in discussion with City office personnel and they informed me that the chairs at the Luis Newman Center are available.

In surveying our chairs we find that 60 (sixty) chairs have been removed or “stolen” from the premises. In the past we have not inventoried them after the hall rentals but merely take a look at the chairs hung on their carriers. It also should be noted that there are instances where more chairs are needed and the people are required to sit on “uncomfortable” seats along the sides of the hall. We would like to add another forty (40) chairs to allow seating in the hall rather than along the sides of the hall.

Over the past many years the Veterans Posts have donated to the City of Newman, American flags for all the City Schools, Parks and the Newman Fire Department. This donation of flags is one of our responsibilities as a Veterans Post. Also it should be noted that the Posts donate funds for youth activities and other civic functions.

It is requested that the City of Newman donate, if possible, to the Veterans Hall the requested chairs for Post functions and Public ceremonies put on by the Veteran organizations. Also be advised that the chairs are used by the two Posts Auxiliaries.



JOSEPH G. ROSE POST NO. 7635
145 5TH Street
Gustine, California 95322

-2-

Newman City Council Meeting, Excess Chairs (continued)

We would be very glad to meet with the City Council on their September 9th meeting to discuss this request.

Thank You Very Much for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kent A. Madenwald', written in a cursive style.

Kent A. Madenwald, VFW Post Commander, Hall Committee Member

A handwritten signature in black ink, appearing to read 'E. Alamo', written in a cursive style.

Eugene Alamo, American Legion Commander, Hall Committee Member

A handwritten signature in black ink, appearing to read 'Bobby Edwards', written in a cursive style.

B. J. Edwards, Chairman, Hall Committee

**CONCURRENCE AND SUPPORT OF THE FY 2013-2014 CONSOLIDATED
ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)**

RECOMMENDATION:

Adopt Resolution 2014- , A Resolution Of Concurrence And Support For The Fiscal Year 2013-2014 CAPER

BACKGROUND:

Whenever a jurisdiction participates in the Community Development Block Grant (CDBG) Entitlement program, a Consolidated Annual Performance Evaluation Report (CAPER) must be prepared. The CAPER assesses the progress of the Consortium and its members in its implementation of projects and programs listed and described in the Annual Action and Consolidated Plans.

The draft FY 2013-14 CAPER was presented to the Board of Supervisors on August 26, 2014, a public review copy was made available that same day for a required 15 day public review period. Newman's Community Meeting was held at the Community Meeting Room on Wednesday August 27th; no comments were received.

ANALYSIS:

HUD requires that each Consortia member city adopt a resolution of concurrence and support of the CAPER for submittal to HUD; an excerpted copy of the FY 2013-14 CAPER is attached.

FISCAL IMPACT:

Positive, the City of Newman was allocated \$133,725.00 in fiscal year 2013-2014.

CONCLUSION:

Staff recommends that the Council adopt Resolution 2014- , A Resolution Of Concurrence And Support For The Fiscal Year 2013-2014 CAPER

ATTACHMENTS:

1. Exhibit B - Resolution 2014- , A Resolution Of Concurrence And Support For The Fiscal Year 2013-2014 CAPER
2. Exhibit A – Excerpted Draft 2013-2014 CAPER

Respectfully submitted,



Stephanie Ocasio
City Planner

REVIEWED/CONCUR



Michael Holland
City Manager

RESOLUTION NO. 2014-

A RESOLUTION OF CONCURRENCE AND SUPPORT FOR THE FY 2013/2014 CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)

WHEREAS, Stanislaus County is recognized as an eligible Urban County by the U.S. Department of Housing and Urban Development (HUD) and annually receives Community Development Block Grant (CDBG) funds and Emergency Solutions Grant (ESG) funds; and

WHEREAS, the Stanislaus County Community Development Block Grant Consortium, hereafter referred to as the "Stanislaus Urban County, was formed in 2002; and

WHEREAS, The City of Newman is part of the seven-member Stanislaus Urban County CDBG/ESG Consortium; and

WHEREAS, at the end of each fiscal year, the County is required to prepare a Consolidated Annual Performance and Evaluation Report (CAPER) to report the progress made in accomplishing the goals set forth in adopted Consolidated and Annual Action Plans; and

WHEREAS, a CAPER for Fiscal Year 2013-2014 has been prepared; and

WHEREAS, the draft CDBG CAPER was released for public review on August 26, 2014; and

WHEREAS, in Fiscal Year 2013-2014, the Stanislaus Urban County continued its focus on effectively administering and implementing CDBG and ESG programs with a total grant allocation amount of \$2,255,976; and

WHEREAS the City of Newman held a Community Meeting regarding the CAPER on August 27, 2014; and

WHEREAS, the City of Newman is desirous of continuing County-wide positive impacts through the CDBG and ESG programs.

NOW, THEREFORE, BE IT RESOLVED that the Newman City Council hereby concurs with and supports the Consolidated Annual Performance Evaluation Report (CAPER) for federal fiscal year 13/14.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 9th day of September, 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

EXCERPTED

FISCAL YEAR 2013-2014

**CONSOLIDATED ANNUAL
PERFORMANCE EVALUATION
REPORT
(CAPER)**



DRAFT

Stanislaus Urban County

CDBG • HOME • NSP • ESG



Prepared By:
STANISLAUS COUNTY
PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
1010 10th Street Suite 3400 • Modesto, CA 95354

SEPTEMBER 2014

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Second Program Year 2013-2014 Consolidated Annual Performance Evaluation Report

GENERAL

Executive Summary

Stanislaus County, recognized as an eligible Urban County by the U.S. Department of Housing and Urban Development (HUD), annually receives Community Development Block Grant (CDBG) funds and Emergency Solutions Grant (ESG) funds. In 2002, Stanislaus County formed the Stanislaus County Community Development Block Grant Consortium, which includes Stanislaus County unincorporated communities and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford, collectively hereafter referred to as the "Stanislaus Urban County."

As an application for these funds, HUD requires Stanislaus County to prepare and submit either a three or five-year Consolidated Plan (Con Plan) and Annual Action Plans. At the end of each fiscal year, Stanislaus County is also required to annually prepare the Consolidated Annual Performance and Evaluation Report (CAPER) to report the progress made in accomplishing the goals set forth in the Con Plan and Annual Action Plan (AAP) for the CDBG and the ESG Programs. This CAPER is for Fiscal Year 2013-2014, beginning July 1, 2013, and ending June 30, 2014.

In Fiscal Year 2013-2014, the Stanislaus Urban County continued its focus on effectively administering and implementing CDBG and ESG programs as well as the more recent funded programs which include the Neighborhood Stabilization Program (NSP), and Community Development Block Grant – Recovery (CDBG-R) programs.

The Fiscal Year 2013-2014 grant allocation amounts for each respective entitlement program were:

CDBG	\$ 2,112,059
ESG	\$ 143,917
Total	\$2,555,976

The Stanislaus Urban County members are also members in the City of Turlock/Stanislaus County HOME Investment Partnerships Program (HOME) Consortium (hereafter referred to as the "HOME Consortium"). The Fiscal Year 2013-2014 HOME allocation amount for the Urban County members was \$584,826.10.

As the lead agency, the City of Turlock administers the HOME program for the Stanislaus Urban County and reports comprehensive HOME activity for the partnering jurisdictions in the HOME Consortium CAPER. The HOME Consortium CAPER may be accessed by contacting the City of Turlock's Housing Program Services Division. Although the City of Turlock is responsible for reporting HOME activity to HUD, this document includes some of Stanislaus Urban County members' HOME housing activity accomplishments.

unemployment rate of 7.3 percent for California and 6.3 percent for the nation during the same period.

b. Identify actions taken to overcome effects of impediments identified.

The Stanislaus Urban County members have continued to provide and/or acquire funding to continue the provision of affordable housing programs and/or projects such as Housing Rehabilitation Programs (HRP) and Down Payment Assistance (DPA) programs.

Funding from Neighborhood Stabilization Program (NSP), Community Development Block Grant and Emergency Solutions Grant (ESG) have provided the Stanislaus Urban County resources for the provision of affordable housing opportunities for low and moderate income families and individuals. Without these programs, many of those assisted would otherwise not have been able to realize homeownership, maintain affordable housing, and/or become housed after being homeless. These programs have positively impacted the lives of those served and are directly contributing toward healthier and more stable communities.

Successor Housing Agency

Stanislaus County and Stanislaus Urban County members have undertaken the dissolution process of their former redevelopment agencies. All seven (7) Stanislaus Urban County members are acting as Successor Housing Agencies for their respective former Redevelopment Agency.

Multi-Family Housing Development

To address the need for multi-family affordable housing, the City of Oakdale is the city with the most recent multi-family affordable housing project for extremely low, very low, and low-income seniors. The project cost was \$11.9 million and was financed through a variety of sources including Redevelopment Agency Housing Set-Aside, HOME Investment Partnerships Program, and low-income housing tax credits.

The cities of Newman and Patterson, have also completed multi-family affordable housing projects in recent years. These projects continue to provide affordable housing opportunities for low income families and are currently at full capacity.

In March 2014, the city of Turlock, lead of the City of Turlock/Stanislaus county HOME Consortium, celebrated the grand opening of Avena Bella, an 80-unit multi-family housing project with green building improvements. The 80-unit, \$17 million facility was developed by EAH Housing, a non-profit housing developer based out of San Rafael California.

City of Modesto: Although not part of the Stanislaus Urban County or the HOME Consortium, the City of Modesto, as its own HUD entitlement community, has undertaken several important multi-family housing development projects that have contributed to the affordable housing stock within Stanislaus County. The City of Modesto's most recent projects include but are not limited to:

Archway Commons: A 76 unit multifamily project providing affordable rental housing to low and very low income households. This project was completed in 2013 with a development cost of approximately \$21 million.

Citizen Participation

1. Provide a summary of citizen comments.

2. In addition, the performance report provided to citizens must identify the Federal funds made available for furthering the objectives of the Consolidated Plan (Con Plan). For each formula grant program, the grantee shall identify the total amount of funds available (including estimated program income), the total amount of funds committed during the reporting period, the total amount expended during the reporting period, and the geographic distribution and location of expenditures. Jurisdictions are encouraged to include maps in describing the geographic distribution and location of investment (including areas of minority concentration). The geographic distribution and expenditure requirement may also be satisfied by specifying the census tracts where expenditures were concentrated.

(This section will be updated following adoption of the CAPER to incorporate all comments received.)

In order to elicit public participation in the preparation of the Draft CAPER, public notices were published defining the process and how persons, agencies and interested groups could participate. The County posted announcements regarding the CDBG program and the Draft CAPER on the County's Planning and Community Development internet homepage, which facilitated the receipt of citizen input online. A series of public meetings were held in July and August 2014 to discuss the Draft CAPER process and solicit citizen participation. These include:

<u>JURISDICTION</u>	<u>DATE</u>	<u>LOCATION</u>	<u>ADDRESS</u>
Stanislaus	8/5/14	<u>10:00am</u> & <u>6:00pm</u>	County Admin. Building Tenth Street Place Basement Training Room 1010 10 th St., Modesto
Ceres	8/18/14	<u>5:30pm</u>	Ceres Community Center Chambers 2701 4 th St., Ceres
Hughson	8/6/14	<u>5:30pm</u>	Hughson City Council Chambers 7018 Pine St., Hughson
Patterson	8/13/14	<u>6:00pm</u>	Patterson City Hall 1 Plaza, Patterson
Newman	8/27/14	<u>5:00pm</u>	Newman Council Chambers 1200 Main St., Newman
Oakdale	8/14/14	<u>4:00pm</u>	Community Development Dept. Conference Room 455 S. Fifth Ave, Oakdale
Waterford	8/21/14	<u>6:00pm</u>	Council Chambers 101 E St., Waterford

MUNICIPAL ADVISORY COUNCILS

Hickman	8/7/14	<u>7:00pm</u>	Hickman Charter School Office 13306 4 th St., Hickman
South Modesto	8/14/14	<u>6:00pm</u>	Stanislaus County Ag Center 3800 Cornucopia Way., Modesto
Keyes	7/17/14	<u>7:00pm</u>	Keyes Sub-station 5463 7 th St., Keyes
Salida	8/26/14	<u>7:00pm</u>	Salida Library Community Room 4835 Sisk Rd., Salida
Denair	8/5/14	<u>7:00pm</u>	Denair Leadership Center 3460 Lester Rd. Denair

Stanislaus Urban County

The Stanislaus Urban County will follow its citizen participation plan by releasing the Draft CAPER on August 26, 2014 with a review period ending on September 23, 2014 (exceeding the minimum requirement of 15 days). An English and Spanish public hearing notice will be published in The Modesto Bee on August 31, 2014 announcing the release of the Draft CAPER and opening of the public comment period (meeting the 15 day requirement).

Also, the Draft CAPER will be made available on August 26, 2014 for public review and input, via the internet, on the County's Planning and Community Development website and copies of the Draft CAPER will also be made available for review at the Planning Departments of all the Stanislaus Urban County participants and the Stanislaus County Main Library. The Draft CAPER will also be taken to the city councils of all the respective Stanislaus Urban County participants for a Resolution of Concurrence. A final public hearing to consider approval of the CAPER will be held September 23, 2014 before the Stanislaus County Board of Supervisors.

As part of the approval process, the County's Board of Supervisors considers any oral and written public comments. A summary of responses to public comments on the review of the Draft CAPER is located in the section entitled "Summary of Citizen Comments" below.

SUMMARY OF CITIZEN COMMENTS

Stanislaus County

Stanislaus County held a morning and evening community meeting on August 5, 2014 regarding the Draft CAPER. No comments received.

City of Ceres

A community meeting was held on August 18, 2014. No comments received.

City of Hughson

A community meeting was held on August 6, 2014. No comments received.

City of Newman

A community meeting will be held on August, 27 2014.

City of Oakdale

A community meeting was held on August 14, 2014. No comments received.

City of Patterson

A community meeting was held on August 13, 2014. No comments received.

City of Waterford

A community meeting will be held on August 21, 2014.

CITY OF NEWMAN OBJECTIVES

INFRASTRUCTURE: To address the need for infrastructure improvements in low-income neighborhoods and communities.

Analysis and Actions

In Fiscal Year 2013-2014, the City completed construction of the Tulare Infrastructure Project. The project was initiated in Fiscal Year 2011-2012; however the city needed to carry over funds through Fiscal Year 2013-2014 to complete the project. The project was completed in late spring of 2014. The project consisted of the installation of curb, gutter, sidewalks, and incidental street repaving.

The City of Newman also began engineering and design for its Fiscal Year 2014-2015 project, Water Line Infrastructure Project Phase 1 of 3. The project will consist of the replacement of existing water lines and outdated hydrants in various sections of the CDBG eligible project areas.

AFFORDABLE HOUSING: To increase and maintain the supply of affordable housing.

Analysis and Actions

DPA Program: The City of Newman provided first time homebuyers approximately 20% of the purchase price of a home.

CITY OF OAKDALE OBJECTIVES

INFRASTRUCTURE: To address the need for infrastructure improvements in low-income neighborhoods and communities.

Analysis and Actions

In Fiscal-Year 2013-2014 The City of Oakdale completed construction of Phase I of the Davitt Street Improvement Project. The project included asphalt rehabilitation, water main and service replacement, sewer main and service replacement, storm drain improvements, concrete repair, and new ADA pedestrian ramps.

AFFORDABLE HOUSING: To increase and maintain the supply of affordable housing.

Analysis and Actions

DPA Program: The City of Oakdale provides Down Payment Assistance with a maximum of \$50,000 to first time homebuyers. In Fiscal Year 2013-2014, the City of Oakdale provided DPA to four first time home buyers.

CITY OF PATTERSON OBJECTIVES

INFRASTRUCTURE: To address the need for infrastructure improvements in low-income neighborhoods and communities.

Stanislaus Urban County

small business owners. As of June 30, 2014 a total of 108 NSP homes have been acquired by Stanislaus Urban County members and 82 of those homes have been sold to first time homebuyers.

The Stanislaus Urban County has expended more of its grant than the national average for NSP grantees, and plans to meet the objectives of households and persons benefiting from the program. At the conclusion of this fiscal year, the Stanislaus Urban County had served approximately 90% of the number of households that had been projected in the program plan.

The rehabilitation of NSP homes has had an economic benefit to local workers, material suppliers, and small business owners. The NSP program created or expanded the jobs of approximately 150 local workers of different construction trades. These trades included, but were not limited to: general contractors, HVAC technicians, flooring installers, glazing installers, plumbers, painters, and landscapers. NSP rehabilitation processes included weatherizing homes and installing energy efficient appliances to decrease the energy use of NSP units.

EMERGENCY SOLUTIONS GRANT

The Stanislaus Urban County was awarded \$143,917 in Fiscal Year 2013-2014 ESG program funds. Of those funds \$7,780 was utilized to stabilize housing for 14 individuals who were at-risk of becoming homeless and \$11,509 was utilized to re-house 38 homeless persons. All funds include the cost of case management which is provided in conjunction with rental assistance.

DOWN PAYMENT ASSISTANCE (DPA) PROGRAM

Stanislaus County provides a DPA Program for first time home-buyers which provides assistance of up to \$50,000. The County utilizes HOME and CalHome funds to finance assistance to eligible buyers in the form of low interest silent second loans. During the Fiscal Year 2013-2014, four DPA loans were funded to qualifying households. The program is designed for low-income households to purchase a home in County unincorporated communities.

The City of Oakdale funds a DPA Program for income eligible households. The City provides up to \$50,000 in assistance to first time homebuyers for homes in the City of Oakdale. This program was able to assist four families during Fiscal Year 2013-2013.

The City of Newman funds a DPA Program for income eligible households. The City provides up to \$40,000 in assistance to first time homebuyers for homes in the City of Newman. The City of Newman did not provide any DPA loans in Fiscal Year 2013-2014.

The City of Patterson funds a DPA Program for income eligible households. The City provides up to \$50,000 in assistance to first time homebuyers for homes in the City of Patterson. The City of Patterson did not provide any DPA loans in Fiscal Year 2013-2014.

The City of Ceres funds a DPA Program for income eligible households. The City of Ceres provided DPA to five homebuyers during Fiscal Year 2013-2014.

The City of Waterford funds a DPA Program for income eligible households. The City of Waterford provided DPA to two (2) homebuyers during Fiscal Year 2012-2013.

HOUSING REHABILITATION PROGRAM

Several Stanislaus Urban County members fund their own Housing Rehabilitation Program. This program is available to homeowners who need assistance with the costs of repairing emergency health and safety issues into their homes. Repairs and improvements may include but are not limited to items such as handicap ramps, restroom grab bars, plumbing repairs, new roofs, and HVAC repairs. The amount of assistance varies depending on the health and safety repairs needed. In cases where the cost to rehabilitate the home exceeds 75% of the value of the home, a rebuild of the home is recommended.

This program only assists owner-occupied housing units and is available to residents of Stanislaus Urban County communities that have an active program (Stanislaus Unincorporated Areas, Waterford, and Patterson). This fiscal year, a total of nine (9) households, Stanislaus Urban County-wide were approved for assistance to conduct health and safety home repairs through this program.

MULTI-FAMILY HOUSING DEVELOPMENT

Since 2005 Stanislaus Urban County members have completed three high density affordable housing projects for seniors. They are located within the Cities of Newman, Oakdale, and Patterson. In addition to these developments, the Stanislaus Urban County also acquired a multi-family unit in the City of Waterford. The multi family unit will be replaced with a multi-family senior housing complex through the Neighborhood Stabilization Program and City of Waterford HOME funds. These units will be leased to low income seniors. The management of this complex will be conducted by the HACS. The project will begin construction in the fall 2013 and is scheduled to be completed by spring 2014. The Urban County also acquired a 3 acre vacant lot in the City of Oakdale through the NSP. The Urban County and the City of Oakdale are considering various options for development of this site.

Efforts to Address “Worst-case” Housing Needs

3. Describe efforts to address “worst-case” housing needs and housing needs of persons with disabilities.

In efforts to address “worst-case” housing needs and housing needs of persons with disabilities, the Stanislaus Urban County partners with organizations such as the HACS and Disability Resource Agency for Independent Living (DRAIL). Project Sentinel, the County’s Fair Housing service provider, and DRAIL, a non-profit who assist individuals with disabilities in obtaining needed assistive technology and housing accessibility, work closely with one another through client referral to ensure individuals with disabilities are not suffering from discrimination related to housing. In addition, Catholic Charities Senior Assisted Transportation program and the Howard Training Center’s Senior Meals program provide food delivery services and transportation services to home bound seniors and persons with disabilities who would otherwise be unable to access services. Throughout the Fiscal Year 2013-2014, 3,832 individuals with disabilities received food assistance, shelter, housing or case management services through agencies that received CDBG Public Services or ESG funds from Stanislaus County.

➤ **Administration (Up to 7.5% of total ESG allocation)**

During the Fiscal Year 2013-2014, Stanislaus Urban County was awarded \$143,917 for the Emergency Solutions Grant program.

Funds were set aside to allow non-profits and service providers to apply through a competitive process for ESG grants. Funds must be utilized to assist eligible Stanislaus Urban County residents within the framework of HUD approved ESG activities. Grant applications were made available in a CDBG/ESG Technical Workshop, which was held on November 16, 2012. Applications received were reviewed and scored by a committee consisting of four (4) representatives from the Stanislaus Urban County (from four of five participating cities), a representative from the County’s CEO office, and a representative from the County’s Behavioral Health and Recovery Services office and County’s Planning and Community Development. The top scoring applications were then presented to the County Board of Supervisors for final approval.

Four (4) emergency homeless shelter facilities, two (2) transitional shelter facilities, and three (3) homeless prevention and rapid re-housing assistance providers, received funds during the Fiscal Year to provide ESG services throughout the County. Fiscal Year 2013-2014 ESG recipients utilized approximately \$92,000 in matching funds from other public and/or private sources to ensure successful programs. Out of the total 1,243 individuals served by the seven (7) programs funded with ESG funding during the Fiscal Year 2013-2014 the following were served within each Stanislaus Urban County area:

Ceres	25
Hughson	4
Newman	1
Oakdale	3
Patterson	3
Empire	30
South Modesto	323
Keyes	1
Denair	8
Other unincorporated areas	832
Total	1,230

The following is a summary of ESG program grantees, including their grant funds awarded and expended, their HUD issued IDIS activity number, and a brief description of what they accomplished throughout the 2013-2014 Fiscal Year:

STANISLAUS COUNTY

ESG Administration

Activity #473

\$10,793 **Amount Awarded**
\$10,793 **Amount Expended**

ESG funds were used to pay for administration costs for Stanislaus County staff involved with the program. This includes, but is not limited to time that is devoted to the coordination and administration of the ESG program, preparation for implementation of the revised Emergency Solutions Grant program, and Homeless Management Information System (HMIS).

COMMUNITY DEVELOPMENT

- 1. Assessment of Relationship of CDBG Funds to Goals and Objectives**
 - a. Assess use of CDBG funds in relation to the priorities, needs, goals, and specific objectives in the Consolidated Plan (Con Plan), particularly the highest priority activities.**

The priorities identified in the Con Plan are public infrastructure, economic development, affordable housing and public services.

In many neighborhoods and communities of the planning area, public infrastructure is minimal or non-existent, causing this to be a high priority need. Infrastructure such as sewer, water, curb, gutter, sidewalk, and storm drainage are typical development standards in newer neighborhoods, but are non-existent in older neighborhoods. The cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford, as well as Stanislaus County utilized CDBG funds for infrastructure improvement related projects. As a result of these improvements, residents of the surrounding project area enjoy an improved quality of life.

Stanislaus County developed an economic development program which was included as part of the Fiscal Year 2012-2013 CDBG Annual Action Plan (AAP) approved by the Board of Supervisors on April 17, 2012. The plan proposed to create a partnership between Stanislaus County and the Alliance Worknet that would result in a job creation program. While the program was developed in accordance with guidance provided by HUD, the Stanislaus Urban County's local HUD representative does not believe the program qualifies as an eligible activity. The program was subsequently put on hold throughout Fiscal Year 2012-2013 due to discussions with HUD regarding the eligibility of proposed activities. None of the allocated funds for the Economic Development program have been spent. In Fiscal Year 2014-2015 Stanislaus County will work with its Con Plan consultant to develop a revised economic development program through the next consolidated planning process for the Stanislaus Urban County.

Through the Public Services Program, the Stanislaus Urban County sets aside approximately 10% of its annual CDBG allocation for programs that provide services to low to moderate-income families or individuals. In Fiscal Year 2013-2014, a total of fourteen (14) public service programs were awarded \$211,206. Over 27,000 individuals received a form of service through the funded agencies. Funded services ranged from meal and shelter for low-income children to emergency food assistance programs. The services provided through the funded programs positively impact the lives of the individuals served.

- b. Evaluate progress made toward meeting goals for providing affordable housing using CDBG funds, including the number and types of households served.**

Most activity during the first year (this Con Plan is a three year plan) of the Con Plan cycle has met or exceeded the goals set by the community and Stanislaus County staff within the Stanislaus Urban County Entitlement area. The funds used to provide affordable housing, however, were non-CDBG funds. The funding sources used to further the Stanislaus Urban County's affordable housing goals included but were not limited to HOME, CalHome, and NSP.

Stanislaus Urban County

by in-depth conciliation/mediation, and when necessary, litigation. The main objective of the agency is to raise the level of awareness of fair housing rights and responsibilities among home seekers, owners, managers, and the general public.

During the fiscal year, Project Sentinel provided information and referral services to 256 individuals, made up of 115 households. The agency's fair housing consultation and investigation services processed 15 fair housing cases and 15 tenant/landlord cases throughout Fiscal Year 2013-2014. Services provided for these cases included testing, canvassing, statistical analysis, witness interviews and counseling. Of the twenty-five (15) cases that were opened, nine (9) were handicap/disability related; two (2) were race related; two (2) were related to familial status; one (1) was related to gender; and one (1) was related to intimidation and harassment. Six (6) of the fifteen (15) tenant/landlord cases were successfully counseled and educated in fair housing and/or reached conciliatory agreements. The Fair Housing hotline received a total of 127 tenant-landlord and fair housing calls during the year. In addition, thirty-seven (37) Fair Housing presentations were conducted to client groups or other agencies. Tester training and recruitment was conducted throughout the year as needed. Also, throughout the year, the agency attended and participated in numerous community activities, meetings, and presentations where educational materials, fair housing literature, agency flyers, or business cards were distributed to the attendees or left at sites for public display. Out of the total 256 individuals served by Project Sentinel's Fair Housing services during the Fiscal Year 2013-2014 the following were served within each Urban County area:

Ceres	76
Hughson	14
Newman	27
Oakdale	15
Patterson	63
Waterford	1
Salida	8
Denair	4
Valley Home	2
Hickman	1
Other unincorporated areas	45
Total	256

Empire Infrastructure Project – Phase 1B, 2, 3

Activity # 385

\$0 Funds Budgeted

\$36,549.43 Funds Expended (previous years funds)

In Fiscal Year 2013-2014 staff explored alternative designs for the storm drain project that would provide a more reasonable cost to the community. Stanislaus County Public Works has completed a feasibility study for a lower-cost Low Impact Development (LID) swale storm water drainage system. The study provides an estimate of approximately \$2.9 million with contingency costs included.

Parklawn Sewer Infrastructure Project

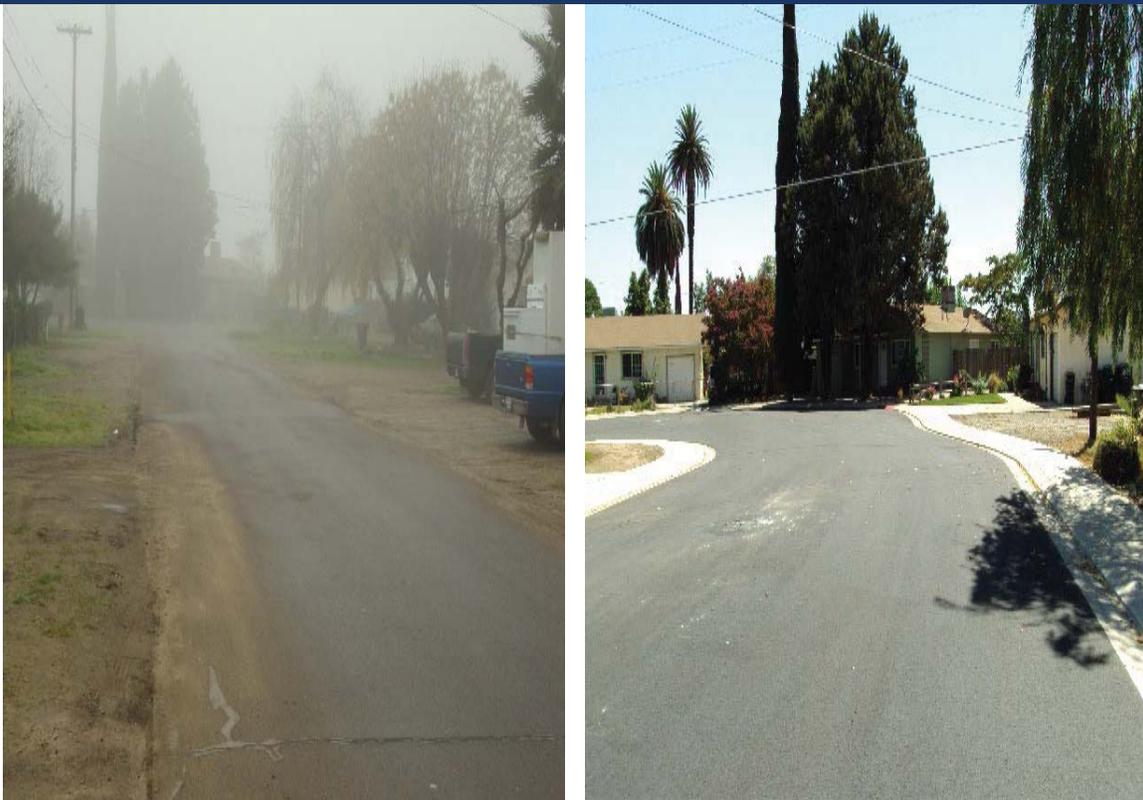
Activity #438

\$0

Funds Budgeted

\$112,932.17

Funds Expended (previous years funds)



Photos reflect 4th Street Infrastructure Project improvements

CITY OF NEWMAN

Project Administration

Activity # 444

\$14,784 Funds Budgeted
\$5,854.65 Funds Expended*

This expenditure includes costs associated with general management, oversight, and coordination of the CDBG program. City staff track the time spent for project administration and submits to Stanislaus County CDBG staff for verification and processing. Remaining funds will be rolled over into Newman's Fiscal Year 2014-2015 infrastructure project(s).

* Unexpended funds will be allocated to a City of Newman infrastructure project.

Tulare Street Infrastructure Project

Activity # 480

\$113,725 Funds Budgeted
\$108,042.47 Funds Expended*

The City of Newman completed construction of the Tulare Street Infrastructure project from P Street to T Street. The project was completed in late spring of 2014. The project consisted of the following; replacement of 427 linear feet of curbs and gutters, replacement of 260 square feet of sidewalk, and the replacement of three alley approaches. As a result of the project, the public will be able to safely walk along Tulare Street.

* Unexpended funds will be allocated to a City of Newman infrastructure project.



Photos reflect ADA improvements within the project area.

Water Line Project Phase I Engineering (3 phase project)

Activity #479

\$20,000 Funds Budgeted

\$ 3,108.00 Funds Expended

The City of Newman began engineering work on of the Water Line project. The project is a multi-phased project and will consist of replacing water lines and outdated hydrants in various sections of the CDBG project area. Current lines and hydrants are non-compliant and pose health and safety issues. Phase I of the project is strictly for project engineering while phases II and III will consist of construction. Construction will begin in Fiscal Year 2014-2015.

CITY OF OAKDALE

Project Administration

Activity #447

\$14,784 Funds Budgeted

\$8,598.31 Funds Expended*

This expenditure includes costs associated with general management, oversight, and coordination of the CDBG program. City staff track the time spent for project administration and submits to Stanislaus County staff for verification and processing.

* Unexpended funds will be allocated to a City of Oakdale infrastructure project.

Davitt Avenue Infrastructure Project – Phase I

Activity # 344

\$147,548 Funds Budgeted

\$174,162.44 Funds Expended (FY 2012-2013 allocation plus previous year's funds)

Stanislaus Urban County

providers applied for the grants through a competitive process, with a maximum grant amount award of \$20,000. Grant applications were made available in a CDBG/ESG Technical Workshop, which was held on November 13, 2012. Applications received were reviewed and scored by a committee consisting of representatives from each Stanislaus Urban County member, the Stanislaus County Chief Executive Office, and from the Stanislaus County Continuum of Care. The recommendation for funding was approved by the Board of Supervisors on April 16, 2013 at a public hearing. Out of the total 27,308 individuals served by the 12 agencies funded with CDBG Public Services during Fiscal Year 2013-2014, the following were served within each Stanislaus Urban County area:

Ceres	4,094
Hughson	114
Newman	530
Oakdale	3,107
Patterson	12,499
Waterford	983
Salida	23
Empire	651
South Modesto	372
Keyes	1,133
Denair	51
Hickman	428
La Grange	6
Other unincorporated areas	3,317
Total	27,308

The following is a summary of CDBG Public Service program grantees, including their grant funds awarded and expended, their HUD issued IDIS activity number, and a brief description of what they accomplished throughout the Fiscal Year 2013-2014:

AMERICAN RED CROSS

Emergency Services

Activity #484

\$11,356 Funds Awarded
\$11,356 Funds Expended

Throughout Fiscal Year 2013-2014, the American Red Cross provided emergency services and shelter to 122 unduplicated individuals (made up of 37 households) who had just experienced an unforeseen disaster which left them without shelter. Families also received care packages and social service referrals to assist them in getting back on their feet.

COURT APPOINTED SPECIAL ADVOCATES

Direct Services

Activity #485

\$11,286 Funds Awarded
\$11,286 Funds Expended*

Throughout Fiscal Year 2013-2014 Court Appointed Special Advocates for Children (CASA) advocated for 55 youth in foster care. Of the total 55 cases, 18 children were victims of domestic violence, 14 were youth out of foster care, and 2 children were

disabled. All cases are referred through the Juvenile Dependency Court. 407 children are currently on CASA's high priority wait list at this time. Ten new advocates were trained this year and will be sworn in by the end of July 2104. Fourteen presentations were made to community groups throughout the year.

CENTER FOR HUMAN SERVICES

Westside Family Resource Center

Activity #486

\$12,373 Funds Awarded
\$12,269 Funds Expended*

The Westside Family Resource Center provided utility assistance, brief case management, crisis intervention, and resource and referral services to 522 low-income residents Newman and Patterson (made up of 157 households) throughout Fiscal Year 2013-2014. Out of the total households seen 59 households received financial assistance with their utility bills to avoid disconnection. Other services provided included emergency food assistance, employment assistance, translation services, and referral services to other resources the families needed. Of the total number served, 80 of the individuals served were a member of a female head of household, 14 were 62 years or older, 22 were persons with disabilities, 2 were veterans, and 13 were victims of domestic violence. Three persons who received case management through this program were connected to employment.

* Unexpended funds will be allocated to a County infrastructure project.

CHILDREN'S CRISIS CENTER

Ceres Respite Shelter

Activity #487

\$20,000 Funds Awarded
\$20,000 Funds Expended

Throughout Fiscal Year 2013-2014 31 households (108 individuals) with high risk children were provided emergency shelter and protective care under the Ceres Child Shelter program at Marsha's House. Each family served were facing homelessness, struggling with drug or alcohol abuse, and/or were fleeing from domestic violence. Experienced staff focused on early intervention for each child served. Behavioral and medical screenings as well as development assessments were administered on site by a licensed mental health professional. Case managers also worked with parents to address any health related issues that were identified.

CHILDREN'S CRISIS CENTER

Ceres Nutrition and Meal Program

Activity #488

\$17,556 Funds Awarded
\$17,556 Funds Expended

Throughout Fiscal Year 2013-2014 the Children's Crisis Center provided 31 families (108 individuals) who were victims of domestic violence and/or were homeless or at-risk of becoming homeless with well-balanced meals. Each family also received food baskets, individually prepared by a lead nutritionist, which included written recipes, verbal instructions and meal-prep guides to assist them in preparing nutritious meals for their families. The Ceres Nutrition and Meal Program at Marsha's House provided a total of 22,573 meals throughout the year.

CHILDREN'S CRISIS CENTER

Oakdale Respite Shelter

Activity #489

\$20,000 Funds Awarded
\$20,000 Funds Expended

Throughout Fiscal Year 2013-2014 the Children's Crisis Center provided 54 households with high risk children, a total of 182 individuals, shelter, case management and protective care at their Oakdale Shelter. Families served were struggling with issues of homelessness, drug abuse, and/or domestic violence. Experienced staff focused on early childhood intervention. Behavioral and medical screenings as well as development assessments were administered on site by a licensed professional. Case managers also worked with parents to address any health related issues that were identified.

HEALTHY AGING

Young at Heart Program

Activity #490

\$17,556 Amount Awarded
\$17,556 Amount Expended

The Healthy Aging Association provided fall prevention exercise classes and education to 317 unduplicated seniors throughout the 2013-2014 Fiscal Year. Classes were provided at six different sites throughout the Urban County including Ceres, Westley, Newman, Oakdale, Patterson, and Waterford.

HOWARD TRAINING CENTER

Senior Meals Program

Activity #492

\$20,000 Amount Awarded
\$20,000 Amount Expended

Throughout the Fiscal Year 2013-2014 the Howard Training Center's Senior Meals Program provided 34,722 meals to 1,211 food insecure seniors throughout Stanislaus County. CDBG funding allowed the program to offer an additional day of meals at their congregate sites and to serve all home delivery requests. Out of the total numbers served 497 were persons with disabilities, 100% served were 62 years or older, 160 were veterans.

NATIONAL ALLIANCE FOR THE MENTALLY ILL (NAMI)

Food Assistance Program

Activity #493

\$5,498 Amount Awarded
\$5,498 Amount Expended

Throughout the Fiscal Year 2013-2014 the Stanislaus County National Alliance for the Mentally Ill (NAMI) has successfully trained 4 new facilitators for the Connections and Peer to Peer program. A total of 75 persons suffering with mental illness participated in the program from the communities of Oakdale and Waterford and from the County's Public Safety Center in South Modesto. All participants have been through training and have met with a counselor to develop a mental health treatment plan. Seven of the individuals served have been linked to a NAMI mentor for additional support in pursuing their treatment plans. Twenty-one of the total 51 served (41%) have stated that they feel they are much less likely to relapse as a result of the Peer

APPROVAL OF 2014/2015 CDBG ALLOCATION AGREEMENT

RECOMMENDATION:

Adopt Resolution No. 2014- , A Resolution Authorizing The City Manager To Execute An Agreement Designating The City Of Newman As A Sub-Recipient Of CDBG Funds For Fiscal Year 2014-2015 With Stanislaus County

BACKGROUND:

The City of Newman has been a part of the Stanislaus County CDBG consortium since 2005. In these past nine years, the City of Newman has been allocated over two-million dollars in CDBG funding. This funding has allowed to City to partake in projects such as the Teen Center Computer Lab, Pioneer Park Rehabilitation and Infrastructure projects improving Yolo, Fresno, Merced, Tulare, P, Q, R, S and T Streets.

ANALYSIS:

The attached agreement allows Stanislaus County to receive entitlement funds as an “urban county” and disperse said funds to the CDBG Consortium in accordance with required population and poverty calculations. As a member of the Stanislaus County CDBG Consortium, the City of Newman is eligible to receive \$135,435.00 this fiscal year. The City will be utilizing these funds for the Water Line Infrastructure Project (Phase II - Construction) and the Inyo Avenue Infrastructure Project (Phase I - Engineering).

FISCAL IMPACT:

Positive, the 2014-2015 allocation will be \$135,435.00.

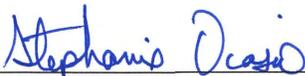
CONCLUSION:

Staff recommends that the City Council adopt Resolution No. 2014- , A Resolution Authorizing The City Manager To Execute An Agreement Designating The City Of Newman As A Sub-Recipient Of CDBG Funds For Fiscal Year 2014-2015 With Stanislaus County

ATTACHMENTS:

1. Exhibit A - Resolution No. 2014- , A Resolution Authorizing The City Manager To Execute An Agreement Designating The City Of Newman As A Sub-Recipient Of CDBG Funds For Fiscal Year 2014-2015 With Stanislaus County
2. Exhibit B - 2014/2015 Allocation Agreement

Respectfully submitted,



Stephanie Ocasio
City Planner

REVIEWED/CONCUR



Michael Holland
City Manager

RESOLUTION NO. 2014-

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT
DESIGNATING THE CITY OF NEWMAN AS A SUB-RECIPIENT OF CDBG FUNDS
FOR FISCAL YEAR 2014-2015 WITH STANISLAUS COUNTY**

WHEREAS the City of Newman and Stanislaus County have entered into a Cooperative Agreement to form the Stanislaus County CDBG Consortium to qualify for Community Development Block Grants, funded by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS the County of Stanislaus is the lead agency in the Consortium, designated by HUD as the CDBG Participating Jurisdiction; and

WHEREAS, the City of Newman chooses to participate in the entitlement process thereby receiving a portion of the Consortia's CDBG entitlement grant; and

WHEREAS the City of Newman and the County of Stanislaus have determined that it is mutually beneficial to have the County disburse CDBG funds for CDBG-eligible activities in Newman; and

WHEREAS the City of Newman must be designated a CDBG Sub-recipient in order to directly execute contracts for CDBG-funded activities.

NOW, THEREFORE, BE IT RESOLVED that the City of Newman City Council hereby authorizes the City Manager to execute an agreement with Stanislaus County designating the City of Newman as a sub-recipient of CDBG funds for fiscal year 2014-2015.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 9th day of September, 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

SUBRECIPIENT AGREEMENT

This Subrecipient Agreement (“Agreement”) is made by and between the County of Stanislaus (the “County”) and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson and Waterford (the “City” individually or “Cities” collectively) on July 1, 2014.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant (“CDBG”) program for FY 2014-2015 in the amount \$2,139,064 as an “Urban County” as set forth under Title I of the Housing and Community Development Act of 1974, and Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended by the Housing and Community Development Act of 1992; and

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

WHEREAS, COUNTY and CITY desire to enter into this Allocation Agreement (“Agreement”) for the purpose of designating the City as a CDBG subrecipient; and

WHEREAS, the parties desire that CDBG entitlement funds received by the County as an “Urban County” be shared proportionally, as determined by poverty and population formula, among the parties;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. The County and each City shall receive an allocation based upon a population and poverty calculation as set forth below:

Jurisdiction	Poverty & Population
Stanislaus County	\$595,270
Ceres	\$238,452
Hughson	\$119,264
Newman	\$135,435
Oakdale	\$149,435
Patterson	\$135,285
Waterford	\$124,205
TOTAL	\$1,497,346

B. The Stanislaus Urban County shall also receive an amount not to exceed twenty percent of the total FY 2014-2015 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement. The following represents the Stanislaus Urban County administrative funding distribution breakdown:

Jurisdiction	Administration
Stanislaus County	\$313,988
Ceres	\$14,804
Hughson	\$14,804
Newman	\$14,804
Oakdale	\$14,804
Patterson	\$14,804
Waterford	\$14,804
TOTAL	\$402,812

C. An amount not to exceed ten percent of the total FY 2014-2015 CDBG entitlement funds, \$213,906, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Stanislaus County CDBG Public Service Grant Program.

D. An amount not to exceed \$25,000 shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).

E. Upon notification of a City's intent to apply for grants available to "Urban Counties" under applicable law, the County, as lead agency, shall apply for such grants on behalf of that City.

F. Activities proposed by the Cities insofar as they are consistent with applicable statutes and regulations, shall be processed for inclusion by County in the Consolidated Plan and Annual Action Plan consistent with the recommendations of the Policy Committee or the majority of the parties to this agreement.

G. Each party has the responsibility to ensure its activities comply with the FY 2014-2015 grant program activities as identified in the FY 2014-2015 Stanislaus Urban County Annual Action Plan.

H. Each party agrees to comply with OMB A-133 reporting requirements which set forth standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments expending Federal awards.

I. Pursuant to Government Code section 6505, each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

1. SCOPE OF WORK.

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the FY 2014-2015 CDBG Annual Action Plan.

1.2 **Term.** This Agreement shall be in effect until June 30, 2015, or until all Fiscal Year 2014-2015 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

2. COMPENSATION.

2.1 **Allocation Amount.** City shall be paid a total consideration amount as indicated in sections A and B above for CDBG activities and administrative activities respectively.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.

2.3 **Certification of Expenses.** In every case, draws will be dispersed to City subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that City is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant activity scope.

2.4 **Authorized Personnel.** Person executing this agreement on behalf of City shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

2.6 **Salaries.** The salaries paid under this Agreement shall be in accordance with the following provision of OMB Circular A-87 and 24 CFR Part 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the City. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

3. USE OF FUNDS.

3.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

3.2 **Compliance with Local Code.** City agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances; including obtaining all necessary permits for such activities.

3.3 **In-eligible Uses of Funds.** In the event that City is found to have expended grant funds for ineligible activities, pursuant to 24 CFR 570.207 and OMB Circular No. A-87 "Cost Principles for State, Local, and Indian Tribal Governments," such funds shall be returned to the County.

3.7 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c). City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities and must be accounted for and kept separately from other funds in compliance with CDBG regulations. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose.

3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.

(1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

3.6 **Reversion of Assets.** Upon grant expiration, or upon City becoming insolvent, City shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under City's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event City shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

4. **PROGRAM ACTIVITY ELIGIBILITY.**

4.1 **General Eligibility.** Eligibility of program activities, , shall be evaluated and documented by City prior to identifying in Annual Action Plan to determine if activities meet the eligibility criteria established under 24 CFR 570.208.

4.2 **Income Standards.** City agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Program. The method of Income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out. .

4.4 **Eligible Stanislaus Urban County Areas.** Program beneficiaries must reside within the income eligible Stanislaus Urban County areas as defined by HUD or Stanislaus County. These areas include the CDBG eligible Census Block Groups within the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County.

4.5 **Environmental Review Record.** City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the National Environmental Protection Act and 24 CFR 58. A copy of any such review shall be sent to the County for County's review, approval, and formal signature as Responsible Entity, prior to City entering into a commitment of CDBG funds for the subject activity.

5. **DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.**

5.1 **Documentation.** Implementation of program activities, including determinations of eligibility, evidence of eligible activity costs, fiscal management, and CDBG contract and subcontract records shall be documented.

5.2 **Quarterly Reports.** City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.

5.3 **HUD Sponsored Research.** Upon request, City shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.

5.4 **DUNS Number Requirement.** City shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

5.5 **Data Required.** City shall maintain activity beneficiary data such as area demographics, number of housing units, and number of people who will benefit from activities funded with grant funds. City also agrees to report the number of jobs created with CDBG funds, if applicable, in the quarterly report to be provided to County.

5.6 **General Records.** . City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

5.7 **Privacy Procedures.** City shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the City.

5.8 **Audit Provision.** City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2014-2015 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

6.1 **General Uniform Administrative Requirements.** City shall comply with 24 CFR 570.502-Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A-87, "Cost State, Local, and Indian Tribal Governments".

6.2 **Reasonable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or

amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the City or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the City, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the City which may unjustifiably increase the award costs.

6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the City, although a direct relationship to any particular cost objective cannot be shown.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

7.1 General Indemnification. City shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of City, whether or not the act or omission arises from the sole negligence or other liability of City, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

7.2 Liability and Fees. County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by City, its staff or program participants, and City hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release City from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:

(1) City agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal

Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

(2) City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(3) City will, in all solicitations or advertisements for employees placed by or on behalf of City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

(4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then City must establish additional procedures that will ensure that such persons are made aware of the services.

8.2 Equal Participation of Religious Organizations. Under CDBG, religious Organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious City retains its authority over its internal governance, and it may retain religious terms in its City's name, select its board members on a religious basis, and include religious references in its City's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

8.3 Section 3 Compliance. City agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons. .

8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. City shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

8.5 Labor Standards and Davis-Bacon and Related Act Requirements. City shall comply with all applicable federal labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

8.6 Displacement, Relocation, Acquisition & Replacement of Housing. Consistent with 24 CFR 570.606 and the Stanislaus Urban County's Anti-Displacement and Relocation Policy Plan, City shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.

8.7 **Eligibility Restrictions.** City agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

9. **CONFLICTS OF INTEREST.**

9.1 **Hatch Act Incorporated.** Neither City program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

9.2 **Conflict of Interest.** City shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of City from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the City and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

9.3 **Lobbying and Disclosure Requirements.** City certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

9.4 **Campaign Contribution Disclosure.** City certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

10. **DRUG-FREE WORK PLACE.**

10.1 **Drug-free Workplace.** City will maintain a drug free work place and will comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21.

11. **LEAD BASED PAINT POISONING PREVENTION.**

11.1 **Lead Poisoning Prevention Act.** City agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

12. **TERMINATION OF SERVICES & REVERSION OF ASSETS.**

12.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent

of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of City to file required reports; (b) Failure of City to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to City by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

12.3 **Insolvency.** If the City becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

13. GENERAL TERMS AND CONDITIONS.

13.1 **Other program requirements.** City agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) City does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) City does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

13.2 **Assignment.** Without written consent of County, this Agreement is not assignable by City, either in whole or in part.

13.3 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

13.4 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

13.5 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

13.6 **Integration.** This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

13.7 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which City or County shall be

required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Planning Director
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To City: City of Newman
Department of Planning
P.O. Box 787
Newman, CA 95360

13.8 **Governing Law and Venue.** This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

13.9 **Authorization.** City has authorized the undersigned person signing as officers on behalf of City, to enter into this Agreement on behalf of said City and to bind the same to this Agreement, and, further that said City has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

13.10 This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

– Signatures on following pages –

COUNTY OF STANISLAUS

By _____
Jim DeMartini
Chairman of the Board of Supervisors

_____ Dated

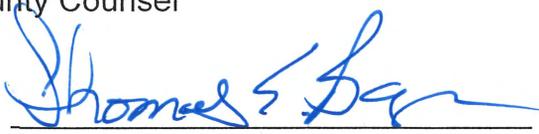
ATTEST: Christine Ferraro-Tallman
Clerk of the Board of Supervisors
of the County of Stanislaus, State of California

By _____
Elizabeth King
Assistant Clerk

APPROVED AS TO CONTENT:
Angela Freitas, Director
Planning and Community Development Department

By _____
Angela Freitas
Director

APPROVED AS TO FORM:
John P. Doering
County Counsel

By  _____
Thomas E. Boze
Deputy County Counsel

CITY OF NEWMAN

By _____
Ed Katen
Mayor

_____ Dated

ATTEST:

By _____
Mike Maier
Deputy City Clerk

APPROVED AS TO CONTENT:

By _____
Michael E. Holland
City Manager

APPROVED AS TO FORM:

By _____
Tom Hallinan
City Attorney

REPORT ON THE VILLAS – UNIT 2 FINAL MAP

RECOMMENDATION:

Adopt Resolution 2014- , A Resolution Approving The Filing Of The Final Map For The Villas At Sherman Ranch - Unit 2

BACKGROUND:

In 2005, the Newman City Council approved Ordinance No. 2005-2 rezoning the area now known as The Villas from R-3 (Multiple Residential) to P-D.

On August 15, 2013, the Planning Commission unanimously recommended approval of Zone Change No. 2013-01 to the City Council.

On January 14, 2014, Ordinance No. 2014-1, An Ordinance Amending Title 5, Zoning and Accompanying Zoning Maps of the City of Newman was adopted by the City Council thereby reducing the number of lots at The Villas from 123 to 105.

ANALYSIS:

The applicant, The Villas Communities, LLC, has requested approval of The Villas at Sherman Ranch – Unit 2 Final Map. Approval of the Final Map would confirm that all of the conditions set out in the approved VTTM have been satisfied and that the final map is in substantial conformance with the tentative map. Until the project’s Final Map has been approved by City Council and recorded, lots within the subdivision cannot be sold and are not legal divisions of land. The City Engineer is currently reviewing the map for conformance and will provide his comments in time for the Council Meeting.

FISCAL IMPACT:

None

CONCLUSION:

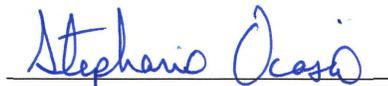
Approval of the Final Map is the last step in formalizing The Villas’ new layout and density. Upon map filing, the applicant will be able to legally re-divide their lots and begin sales.

Therefore, staff recommends that the Council adopt Resolution No. 2014- , A Resolution Approving The Filing Of The Final Map For The Villas At Sherman Ranch – Unit 2

ATTACHMENTS:

1. Exhibit A - Resolution No. 2014- , A Resolution Approving The Filing Of The Final Map For The Villas At Sherman Ranch – Unit 2
2. Exhibit B – Final Map for The Villas at Sherman Ranch – Unit 2

Respectfully submitted,



Stephanie Ocasio
City Planner

REVIEWED/CONCUR



Michael Holland
City Manager

RESOLUTION NO. 2014-

**A RESOLUTION APPROVING THE FILING OF THE FINAL MAP FOR
THE VILLAS AT SHERMAN RANCH – UNIT 2**

WHEREAS, The Villas Communities, LLC, the applicant for approval of a final map for THE VILLAS AT SHERMAN RANCH – UNIT 2, having filed their final map with the City Clerk; and

WHEREAS, the Secretary of the Planning Commission, having examined the same and determined that said final map conforms with the tentative map and with the conditions and requirements imposed as a condition to acceptance of said tentative map; and

WHEREAS, the City Engineer having examined the same and determined that the subdivision as shown is substantially the same as it appeared on the tentative map, and all provisions of the law and of Ordinance No. 77-19 of the City of Newman applicable at the time of approval of the tentative map have been complied with; that said map conforms with the conditions and requirements imposed as a condition to acceptance of said tentative map and that said map is technically correct; and

WHEREAS, the City Council having considered said map at the time of subdivision and the offers of dedication; and

WHEREAS, the City Council finds and determines that said final map is in conformity to the requirements of Ordinance No. 77-19, as amended.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newman that the final map of THE VILLAS AT SHERMAN RANCH – UNIT 2 be and the same hereby is approved.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 9th day of September, 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 vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor

ATTEST:

Deputy City Clerk

OWNER'S STATEMENT:

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST OF RECORD IN THE LAND SHOWN ON THIS MAP, AND WE CONSENT TO THE MAKING AND FILING OF THIS MAP, IN THE OFFICE OF THE COUNTY RECORDER OF STANISLAUS COUNTY, CALIFORNIA.

WE OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE, THE PUBLIC UTILITY EASEMENTS SHOWN ON AND LYING WITHIN THE BOUNDARY OF THE LAND BEING DIVIDED BY THIS FINAL MAP.

DATED THIS ____ DAY OF _____, 2014.

OWNER: THE VILLA COMMUNITIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

MARK TRINTA, SECRETARY

BENEFICIARY: BANK OF THE WEST, A CALIFORNIA BANKING CORPORATION A CALIFORNIA CORPORATION

DATED THIS ____ DAY OF _____, 2014.

PRINT NAME & TITLE

NOTARY STATEMENT

STATE OF CALIFORNIA:

COUNTY OF _____:

ON _____ BEFORE ME, _____, A NOTARY

PUBLIC IN AND FOR SAID STATE,

PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

_____, NOTARY PUBLIC

PRINT NAME: _____

COMMISSION EXPIRES: _____

PRINCIPAL OFFICE LOCATION (COUNTY): _____

NOTARY STATEMENT

STATE OF CALIFORNIA:

COUNTY OF _____:

ON _____ BEFORE ME, _____, A NOTARY

PUBLIC IN AND FOR SAID STATE,

PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

_____, NOTARY PUBLIC

PRINT NAME: _____

COMMISSION EXPIRES: _____

PRINCIPAL OFFICE LOCATION (COUNTY): _____

THE VILLAS AT SHERMAN RANCH - UNIT 2

BEING A RE-SUBDIVISION OF LOTS 13 THROUGH 64, LOTS 85 THROUGH 111, LOTS 117 THROUGH 123 AND LOTS B THROUGH E, ALL AS SHOWN ON THAT MAP ENTITLED "THE VILLAS AT SHERMAN RANCH" FILED IN BOOK 43 OF MAPS AT PAGE 13, STANISLAUS COUNTY RECORDS AND LYING WITHIN SECTION 17, TOWNSHIP 7 SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN, CITY OF NEWMAN, COUNTY OF STANISLAUS, STATE OF CALIFORNIA



4206 TECHNOLOGY DRIVE, SUITE 4, MODESTO, CA 95356
PHONE: (209) 545-3390 FAX: (209) 545-3875 www.aaseoeng.com

CLERK OF THE BOARD OF SUPERVISOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THE OWNERS OF THE PROPERTY SHOWN ON THE ACCOMPANYING MAP HAVE FILED WITH THE BOARD OF SUPERVISORS. (CHECK ONE)

A. A BOND OR DEPOSIT APPROVED BY SAID BOARD TO SECURE THE THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH ARE AT THE TIME OF FILING THIS MAP, A LIEN AGAINST SAID PROPERTY OR ANY PART THEREOF.

B. RECEIPTED TAX BILL OR BILLS OR SUCH OTHER EVIDENCE AS MAY BE REQUIRED BY SAID BOARD SHOWING FULL PAYMENT OF ALL APPLICABLE TAXES.

DATED THIS ____ DAY OF _____, 2014.

CHRISTINE FERRARO TALLMAN
CLERK OF THE BOARD OF SUPERVISORS.

BY: _____, DEPUTY

PRINT NAME

TAX COLLECTOR'S CERTIFICATE:

THIS IS TO CERTIFY THAT THERE ARE NO LIENS FOR ANY UNPAID STATE, COUNTY, SCHOOLS, MUNICIPAL TAXES, OR SPECIAL ASSESSMENTS, EXCEPT SPECIAL ASSESSMENTS OR TAXES NOT YET PAYABLE AGAINST THE LAND SHOWN ON THIS MAP.

ASSESSOR'S PARCEL NO. 049-061-001 - 042
049-062-001 - 044
049-063-013 - 022 AND 043.

DATED THIS ____ DAY OF _____, 2014.

GORDON B. FORD
STANISLAUS COUNTY TAX COLLECTOR.

BY: _____, DEPUTY

PRINT NAME

NOTARY STATEMENT

STATE OF CALIFORNIA:

COUNTY OF _____:

ON _____ BEFORE ME, _____, A NOTARY

PUBLIC IN AND FOR SAID STATE,

PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

_____, NOTARY PUBLIC

PRINT NAME: _____

COMMISSION EXPIRES: _____

PRINCIPAL OFFICE LOCATION (COUNTY): _____

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF SCM CONSTRUCTION MANAGEMENT SERVICES, INC. IN MARCH, 2014. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS ____ DAY OF _____, 2014.

DAVE L. SKIDMORE, L.S. 7126



CITY ENGINEER'S CERTIFICATE:

THIS IS TO CERTIFY THAT I HAVE EXAMINED THE ACCOMPANYING FINAL MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF THE MUNICIPAL CODE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THE MAP IS TECHNICALLY CORRECT.

DATED THIS ____ DAY OF _____, 2014.

MARIO GOUBEIA, R.C.E. 53261
CITY ENGINEER, CITY OF NEWMAN

CITY LAND SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE ACCOMPANYING FINAL MAP AND THAT THE MAP IS TECHNICALLY CORRECT.

DATED THIS ____ DAY OF _____, 2014.

RYAN SCHIESS, L.S. 8366
CITY SURVEYOR, CITY OF NEWMAN

CITY CLERK'S STATEMENT:

THIS IS TO CERTIFY THAT AT ITS REGULAR MEETING HELD ON THE ____ DAY OF _____, 20____, THE CITY COUNCIL OF THE CITY OF NEWMAN, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, APPROVED THIS FINAL MAP AND HEREBY ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE THE PUBLIC UTILITY EASEMENTS AND PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS FINAL MAP. SAID APPROVAL IS SUBJECT TO SATISFACTORY COMPLETION OF IMPROVEMENTS THEREON IN ACCORDANCE WITH CITY OF NEWMAN ORDINANCES AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP. WE ALSO HEREBY HEREBY VACATE AND ABANDON THOSE PORTIONS OF THE PUBLIC UTILITY EASEMENTS OFFERED FOR DEDICATION AND ACCEPTED ON THAT FINAL MAP FILED IN BOOK 43 OF MAPS AT PAGE 13, S.C.R. SAID ABANDONED AREAS ARE AS ILLUSTRATED BY A HATCHED AREA SYMBOL AS SHOWN IN GENERAL NOTE 7 ON SHEET 2 OF THIS FINAL MAP.

DATED THIS ____ DAY OF _____, 2014.

MICHAEL E. HOLLAND
CITY CLERK, CITY OF NEWMAN

CITY PLANNING COMMISSION CERTIFICATE:

THIS IS TO CERTIFY THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP AND ACTION TAKEN THEREON BY THE CITY OF NEWMAN PLANNING COMMISSION AT A REGULAR MEETING HELD ON MARCH 20, 2014.

DATED THIS ____ DAY OF _____, 2014.

MICHAEL E. HOLLAND
SECRETARY OF THE PLANNING COMMISSION,
CITY OF NEWMAN

COUNTY RECORDER'S CERTIFICATE:

FILED THIS ____ DAY OF _____, 2014, AT ____ O'CLOCK ____ M.

IN BOOK ____ OF MAPS, AT PAGE _____, STANISLAUS COUNTY RECORDS, AT THE REQUEST OF ASSOCIATED ENGINEERING GROUP, INC..

INSTRUMENT NO. _____

FEE _____ PAID

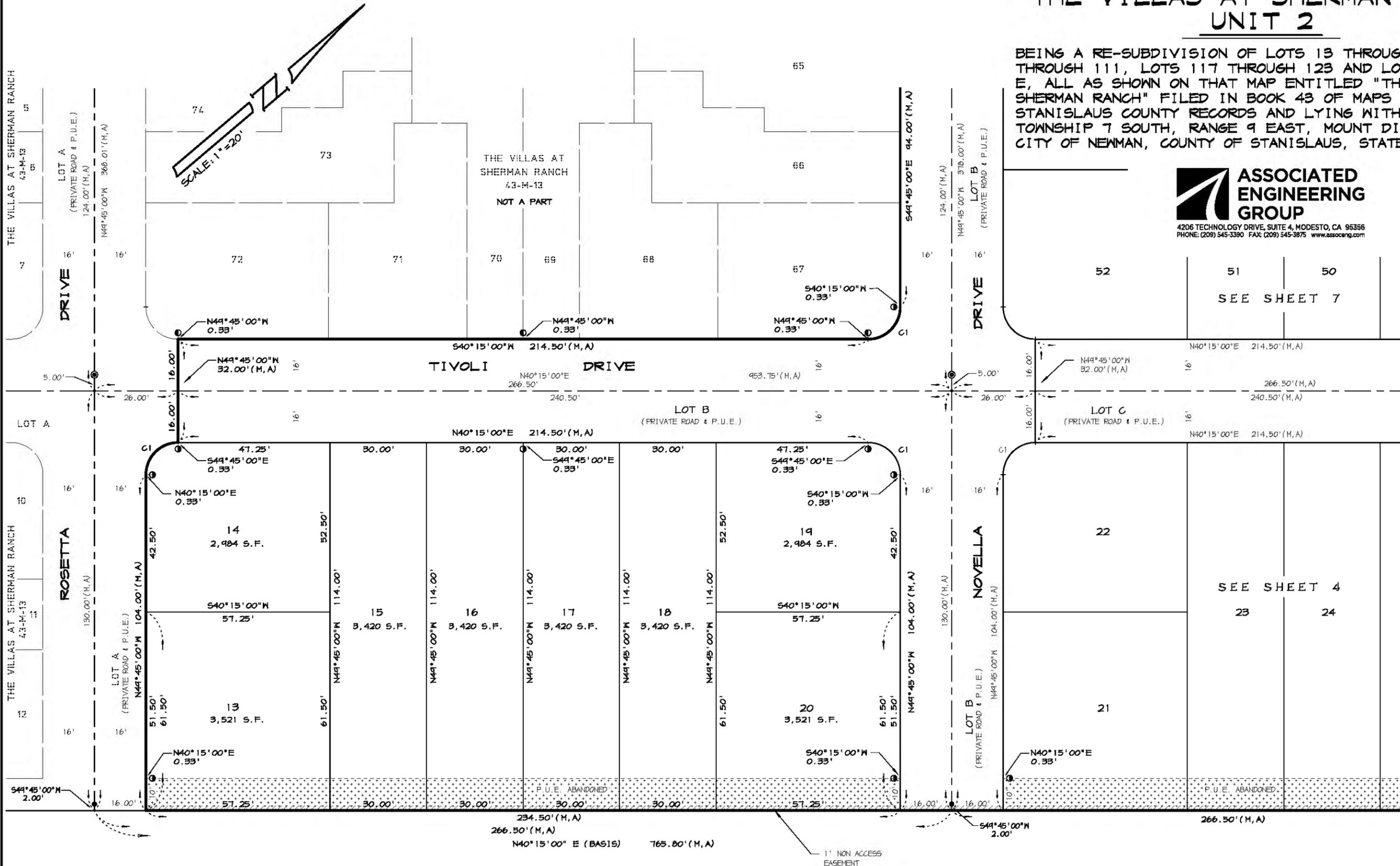
LEE LUNDRIGAN
STANISLAUS COUNTY CLERK RECORDER

BY: _____, DEPUTY

PRINT NAME

THE VILLAS AT SHERMAN RANCH UNIT 2

BEING A RE-SUBDIVISION OF LOTS 13 THROUGH 64, LOTS 85 THROUGH 111, LOTS 117 THROUGH 123 AND LOTS B THROUGH E, ALL AS SHOWN ON THAT MAP ENTITLED "THE VILLAS AT SHERMAN RANCH" FILED IN BOOK 43 OF MAPS AT PAGE 13, STANISLAUS COUNTY RECORDS AND LYING WITHIN SECTION 17, TOWNSHIP 7 SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN, CITY OF NEWMAN, COUNTY OF STANISLAUS, STATE OF CALIFORNIA

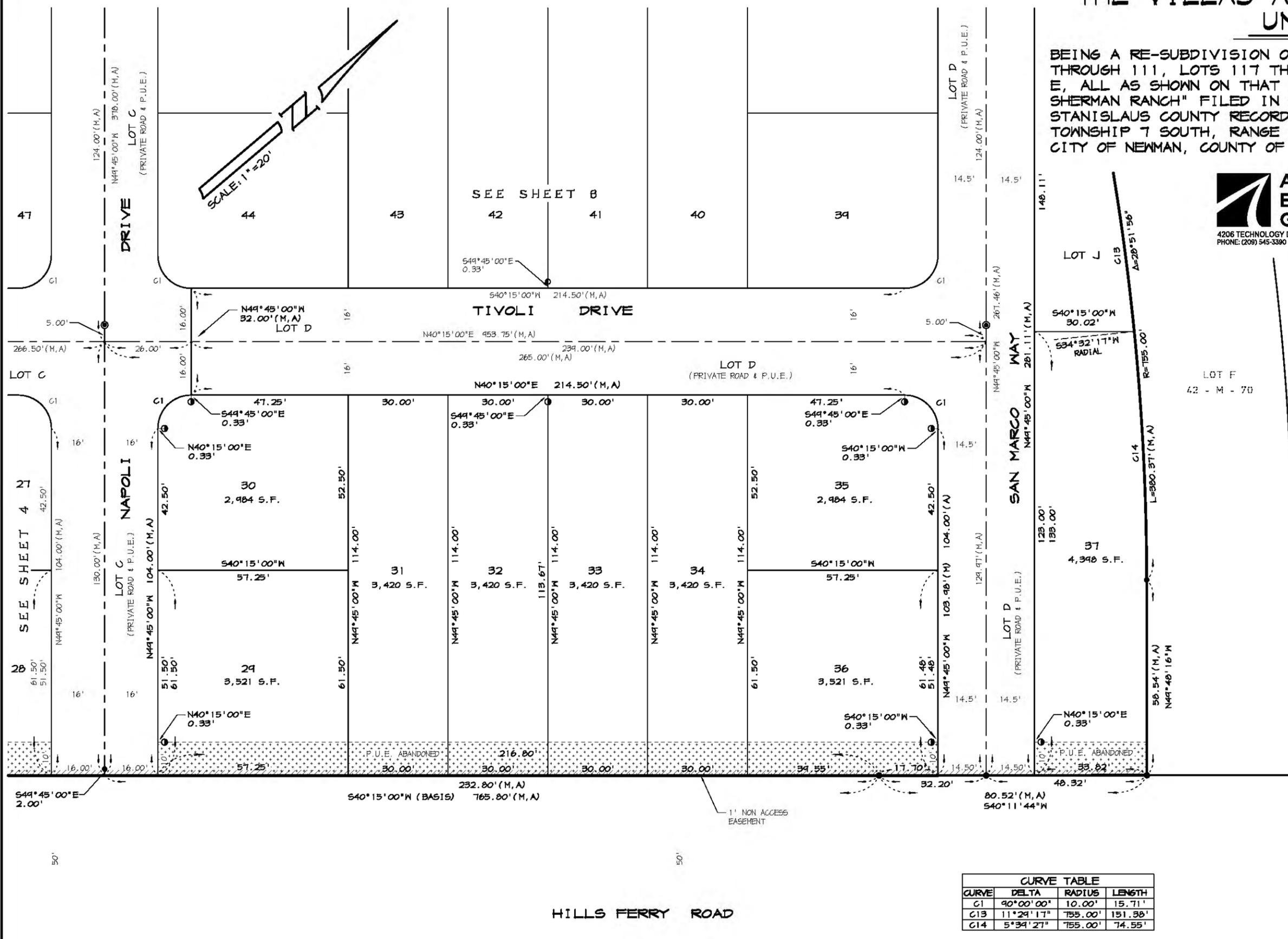


CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	10.00'	15.71'

NOTE:
THE WITNESS CORNERS SET FOR THE FRONT LOT CORNERS ON REF. (A) THAT DO NOT COINCIDE WITH THE FRONT CORNERS ON THIS RE-SUBDIVISION HAVE BEEN REMOVED.

THE VILLAS AT SHERMAN RANCH UNIT 2

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CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	10.00'	15.71'
C13	11°29'17"	755.00'	151.38'
C14	5°34'27"	755.00'	74.55'

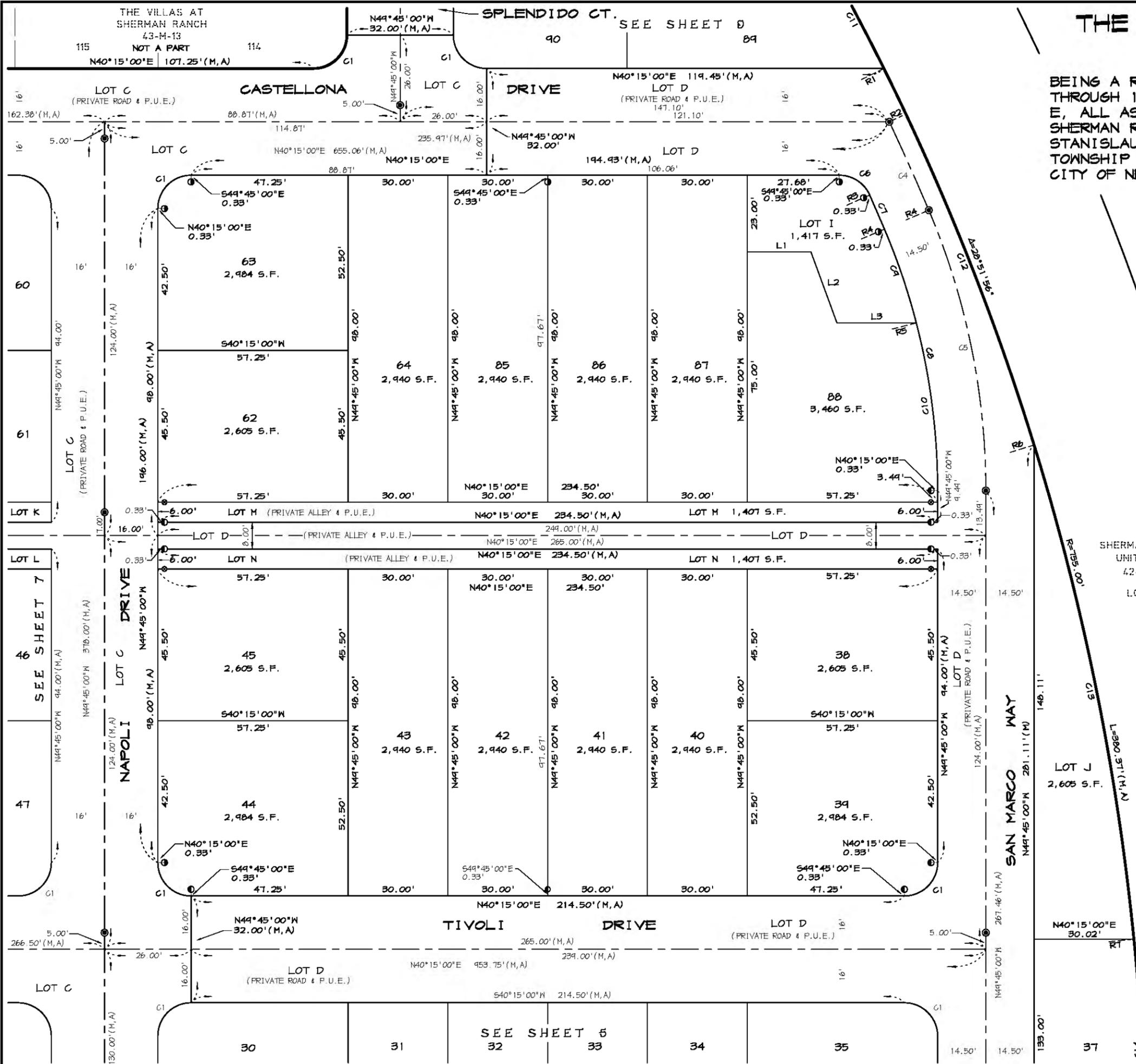
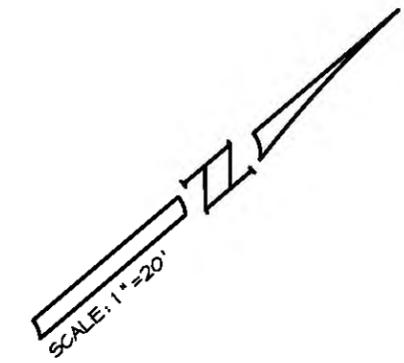
NOTE:
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THE VILLAS AT SHERMAN RANCH UNIT 2

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NOTE:
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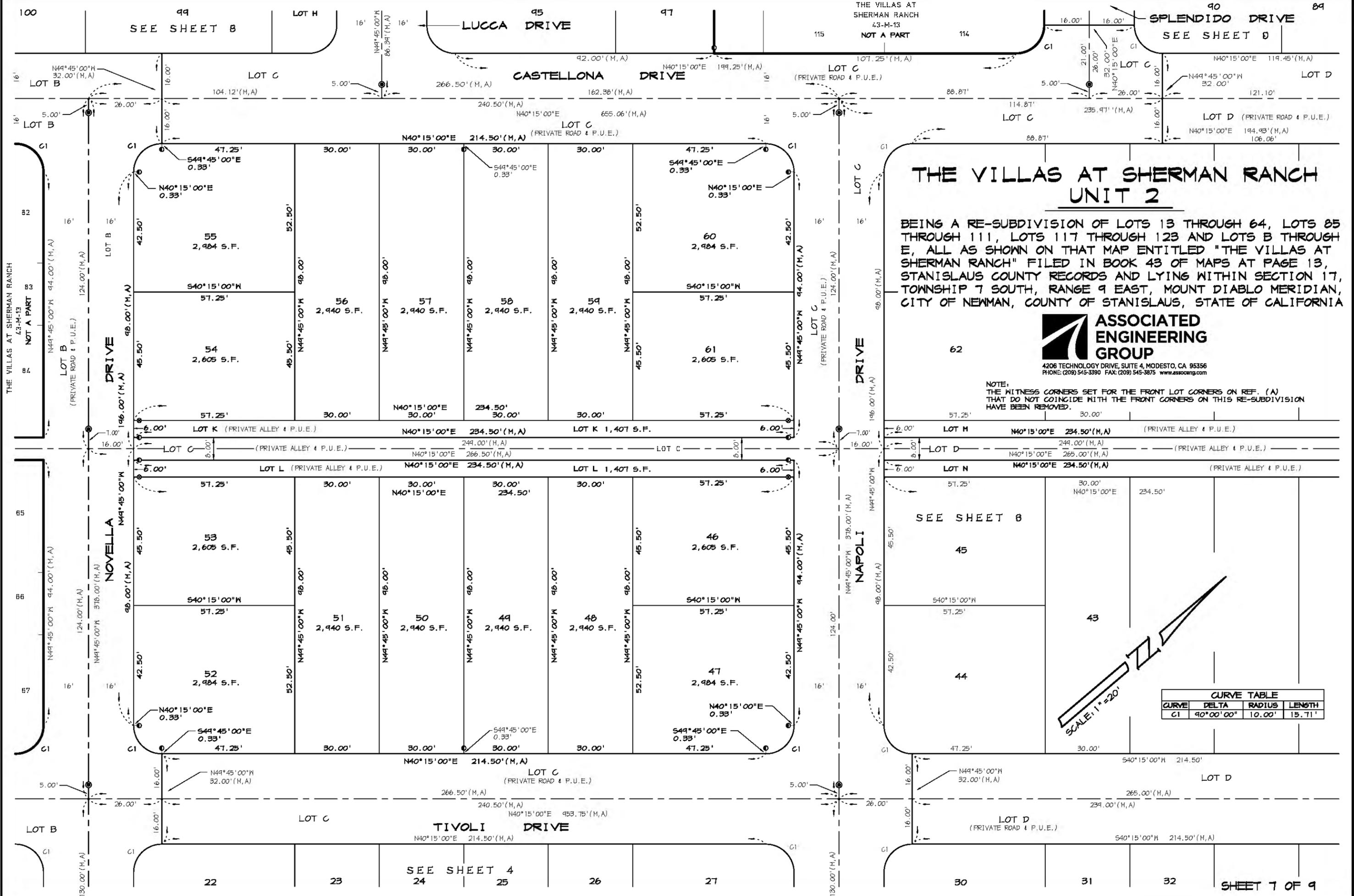


SHERMAN RANCH
UNIT NO. 4
42-M-70
LOT F

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	10.00'	15.71'
C4	2°13'08"	749.50'	29.02'
C5	23°03'50"	214.50'	86.35'
C6	66°04'04"	10.00'	11.53'
C7	0°52'06"	755.00'	11.14'
C8	23°03'50"	200.00'	80.51'
C9	8°30'35"	200.00'	29.71'
C10	14°33'15"	200.00'	50.80'
C11	2°29'10"	755.00'	32.76'
C12	9°14'03"	755.00'	121.68'
C13	11°29'16"	755.00'	151.38'
C14	5°39'26"	755.00'	74.55'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S40°15'00"W	19.16
L2	S69°54'45"E	22.64
L3	S40°15'00"W	23.87

RADIAL LINE TABLE	
LINE	BEARING
R1	S13°48'58"W
R2	S14°58'02"W
R3	S16°19'04"W
R4	S17°11'10"W
R5	S25°41'45"W
R6	S23°03'01"W
R7	S34°32'17"W



THE VILLAS AT SHERMAN RANCH UNIT 2

BEING A RE-SUBDIVISION OF LOTS 13 THROUGH 64, LOTS 85 THROUGH 111, LOTS 117 THROUGH 123 AND LOTS B THROUGH E, ALL AS SHOWN ON THAT MAP ENTITLED "THE VILLAS AT SHERMAN RANCH" FILED IN BOOK 43 OF MAPS AT PAGE 13, STANISLAUS COUNTY RECORDS AND LYING WITHIN SECTION 17, TOWNSHIP 7 SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN, CITY OF NEWMAN, COUNTY OF STANISLAUS, STATE OF CALIFORNIA



4206 TECHNOLOGY DRIVE, SUITE 4, MODESTO, CA 95356
PHONE: (209) 545-3390 FAX: (209) 545-3875 www.assoceng.com

NOTE:
THE WITNESS CORNERS SET FOR THE FRONT LOT CORNERS ON REF. (A) THAT DO NOT COINCIDE WITH THE FRONT CORNERS ON THIS RE-SUBDIVISION HAVE BEEN REMOVED.

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	10.00'	15.71'

SCALE: 1" = 20'

THE VILLAS AT SHERMAN RANCH UNIT 2

BEING A RE-SUBDIVISION OF LOTS 13 THROUGH 64, LOTS 85 THROUGH 111, LOTS 117 THROUGH 123 AND LOTS B THROUGH E, ALL AS SHOWN ON THAT MAP ENTITLED "THE VILLAS AT SHERMAN RANCH" FILED IN BOOK 43 OF MAPS AT PAGE 13, STANISLAUS COUNTY RECORDS AND LYING WITHIN SECTION 17, TOWNSHIP 7 SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN, CITY OF NEWMAN, COUNTY OF STANISLAUS, STATE OF CALIFORNIA



4206 TECHNOLOGY DRIVE, SUITE 4, MODESTO, CA 95356
PHONE: (209) 545-3390 FAX: (209) 545-3975 www.assoceng.com

NOTE:
THE WITNESS CORNERS SET FOR THE FRONT LOT CORNERS ON REF. (A) THAT DO NOT COINCIDE WITH THE FRONT CORNERS ON THIS RE-SUBDIVISION HAVE BEEN REMOVED.

SHERMAN RANCH
UNIT NO. 3
42-M-50

CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	10.00'	15.71'
C2	158°28'08"	20.00'	55.32'
C3	21°31'52"	100.00'	37.58'
C15	21°31'52"	84.00'	31.57'
C16	21°31'52"	116.00'	43.54'
C21	21°31'52"	24.00'	10.40'
C22	21°31'52"	25.00'	9.34'
C23	21°31'52"	33.00'	12.40'

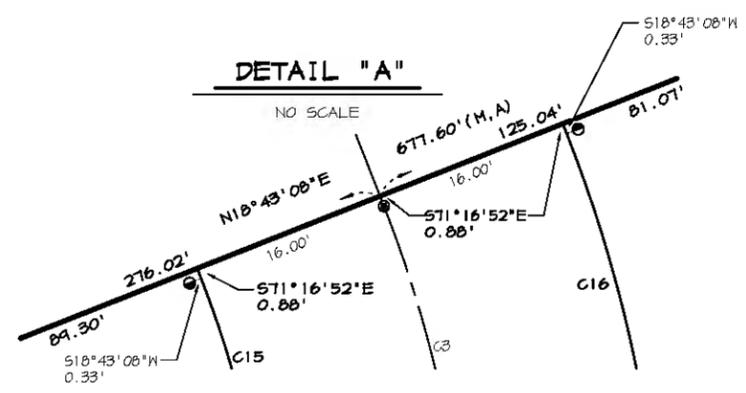
LINE	BEARING
R8	N45°40'42"W

LINE	BEARING	LENGTH
L4	N71°16'52"W	8.06

192

139

DETAIL "A"



SCALE: 1"=20'

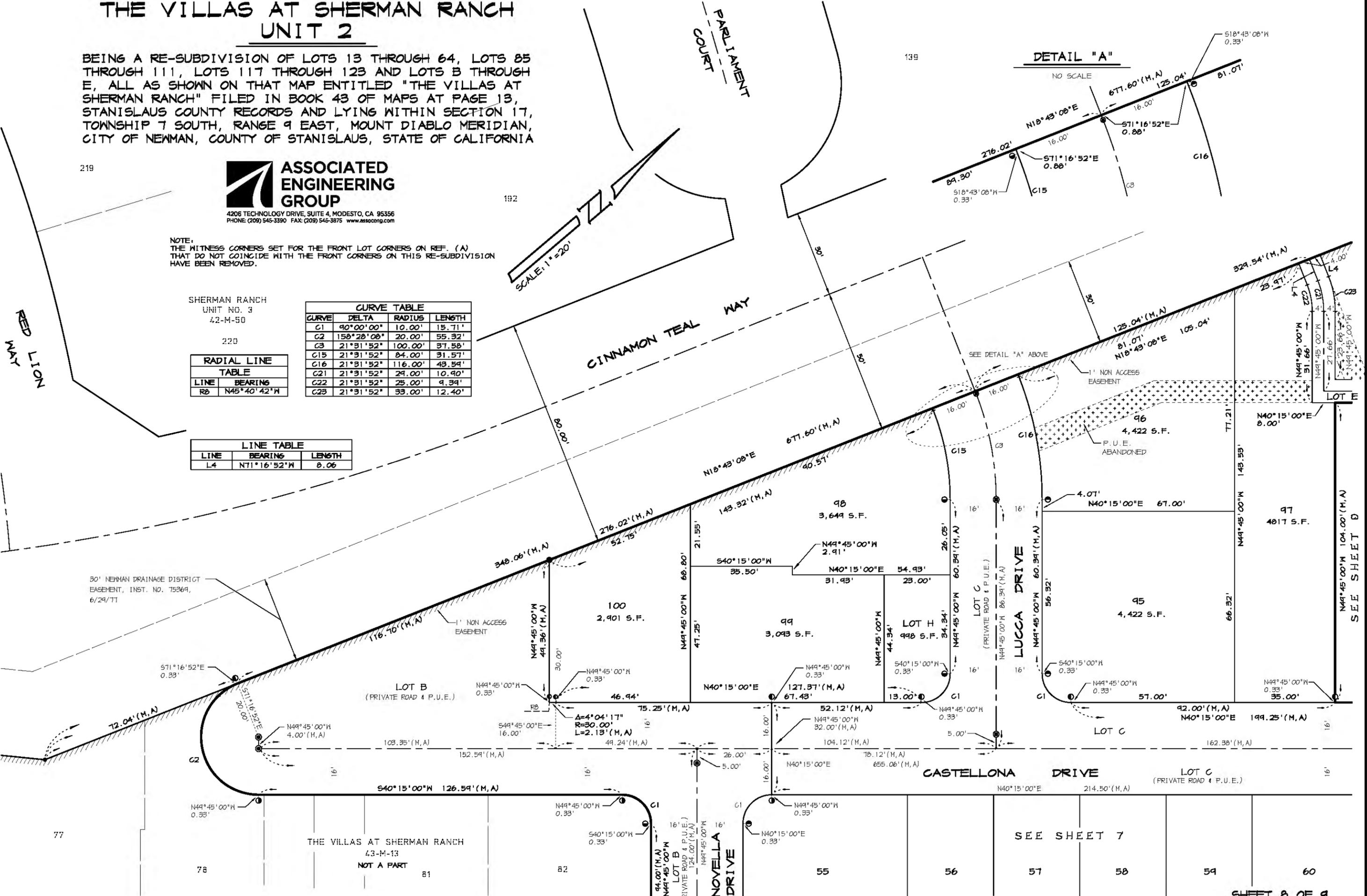
RED LION WAY

PARLIAMENT COURT

CINNAMON TEAL WAY

SEE DETAIL "A" ABOVE

30' NEWMAN DRAINAGE DISTRICT EASEMENT, INST. NO. 75364, 6/24/77



THE VILLAS AT SHERMAN RANCH
43-M-13
NOT A PART

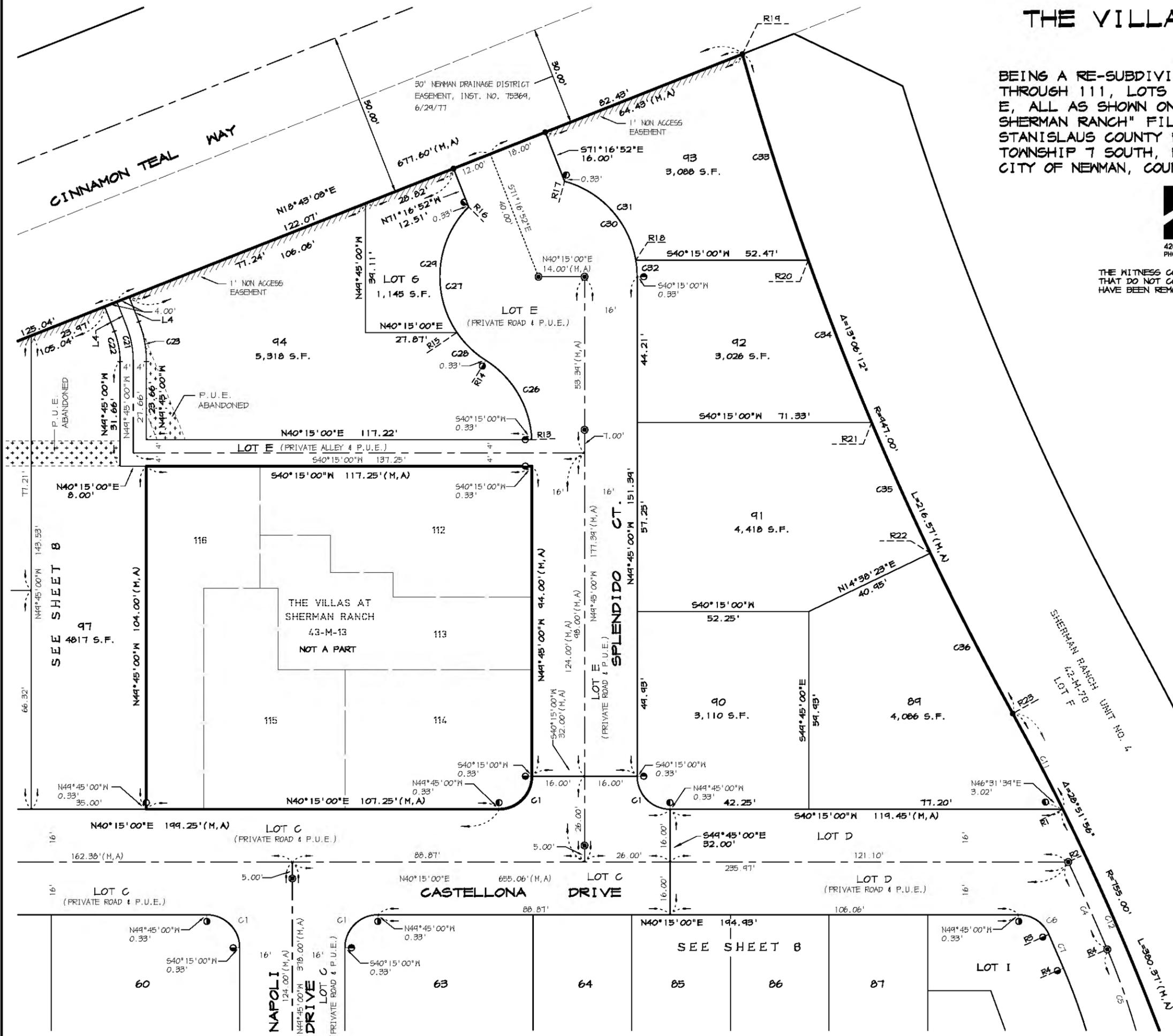
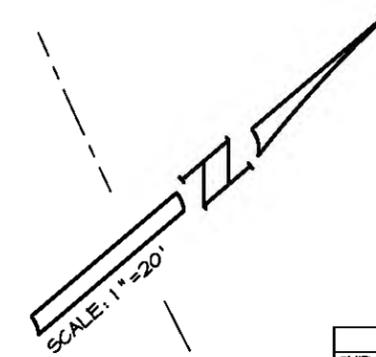
SEE SHEET 7

THE VILLAS AT SHERMAN RANCH UNIT 2

BEING A RE-SUBDIVISION OF LOTS 13 THROUGH 64, LOTS 85 THROUGH 111, LOTS 117 THROUGH 123 AND LOTS B THROUGH E, ALL AS SHOWN ON THAT MAP ENTITLED "THE VILLAS AT SHERMAN RANCH" FILED IN BOOK 43 OF MAPS AT PAGE 13, STANISLAUS COUNTY RECORDS AND LYING WITHIN SECTION 17, TOWNSHIP 7 SOUTH, RANGE 9 EAST, MOUNT DIABLO MERIDIAN, CITY OF NEWMAN, COUNTY OF STANISLAUS, STATE OF CALIFORNIA



THE WITNESS CORNERS SET FOR THE FRONT LOT CORNERS ON REF. (A) THAT DO NOT COINCIDE WITH THE FRONT CORNERS ON THIS RE-SUBDIVISION HAVE BEEN REMOVED.



RADIAL LINE TABLE	
LINE	BEARING
R1	S13°48'58"W
R2	S14°56'02"W
R3	S16°19'04"W
R4	S17°11'10"W
R13	S3°38'31"E
R14	S17°31'08"E
R15	S05°59'18"W
R16	N05°07'53"E
R17	S34°25'19"E
R18	S30°34'57"W
R19	N24°26'00"E
R20	N20°27'57"E
R21	N17°15'55"E
R22	N14°30'23"E
R23	N11°19'48"E

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	10.00'	15.71'
C4	2°13'08"	749.50'	29.02'
C5	23°03'50"	214.50'	86.35'
C6	66°04'04"	10.00'	11.53'
C7	0°52'06"	735.00'	11.14'
C11	2°29'10"	755.00'	32.76'
C12	9°14'03"	755.00'	121.68'
C21	21°31'52"	29.00'	10.90'
C22	21°31'52"	25.00'	9.39'
C23	21°31'52"	33.00'	12.40'
C26	55°09'40"	30.00'	28.88'
C27	102°39'01"	30.00'	53.75'
C28	23°30'26"	30.00'	12.31'
C29	79°08'35"	30.00'	41.44'
C30	74°40'19"	30.00'	39.10'
C31	65°00'16"	30.00'	34.04'
C32	9°40'03"	30.00'	5.06'
C33	3°58'03"	947.00'	65.57'
C34	3°12'02"	947.00'	52.90'
C35	2°37'32"	947.00'	43.40'
C36	3°18'35"	755.00'	54.70'

LINE TABLE		
LINE	BEARING	LENGTH
L4	N71°16'52"W	8.06'



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

Date: September 3, 2014
To: Mayor and City Council
From: Michael E. Holland, City Manager *MEH*

Subject: Item 8.h. – Resolution Requesting Action on Drought Legislation.

The attached Resolution has been prepared to demonstrate the City's interest in Congress passing drought legislation that supports a secure and safe water supply for not only the city, but that of the entire region. The Resolution acknowledges the City's economic success is inherently tied to the success of agriculture and a reliable water supply for the irrigation districts. Upon passage of this Resolution, staff will forward copies to Congressman Denham, the offices of US Senators Feinstein and Boxer and irrigation districts in our vicinity.

RESOLUTION NO. 2014-

**A RESOLUTION OF THE CITY OF NEWMAN, REQUESTING
ACTION BY CONGRESS ON DROUGHT LEGISLATION**

WHEREAS, the City Council of the City of Newman is acutely aware of the importance of a reliable, secure and safe water supply to the health, prosperity, and well-being of its citizens. Further, the City Council understands that, not only its own water supply, but that of the entire surrounding region, has a direct impact on the City; and

WHEREAS, the well-being of the City of Newman and its citizens being integrally connected to the well-being of the water supply for the surrounding region, the City has interest in ensuring that the water supply of the major water and irrigation districts that surround the City is protected and promoted; and

WHEREAS, an integral part of the total water supply for the region surrounding the City is water delivered under a federal Central Valley Project contract of the sort that has been enjoyed by the Exchange Contractors, the Federal San Luis Unit irrigation districts, and the Refuges and Wildlife Areas located along the West Side of the San Joaquin Valley; and

WHEREAS, this water supply has been withheld from San Luis contractors, and Refuge and Exchange Contractor supplies significantly reduced this year, and for the first time in the more than the 60 years that the Exchange Contract has been implemented the United States Bureau of Reclamation has delivered San Joaquin River Water from Friant Dam to the Exchange Contractors resulting in a zero allocation for Friant contractors on the east side of the valley; and

WHEREAS, this year's zero water supply allocation for San Luis Unit contractors, together with the greatly reduced Refuge and Exchange Contractors is already having dramatic negative impacts on the groundwater levels of the region, as well as on the farm economy upon which the City of Newman and the surrounding region rely; and

WHEREAS, this year's water supply allocations are directly tied to failed management by state and federal agencies of the Sacramento-San Joaquin River Delta, as a result of imbalanced implementation of the federal Endangered Species Act, preventing typical water deliveries to the San Joaquin River Exchange Contractors and compelling said Exchange Contractors to receive San Joaquin River water that would normally have been delivered to East Side water and irrigation districts further negatively impacting the economic wellbeing of the San Joaquin Valley; and

WHEREAS, just as the City and its residents have been forced to adopt progressively aggressive conservation measures to adapt to the current period of drought, so too should the agencies who manage resources for the benefit of wildlife and environmental interests; and

WHEREAS, the City of Newman concurs with the elected leaders of the City's irrigation and water district neighbors, who have concluded that a more balanced implementation of the Endangered Species Act in the Delta and a greater focus on environmental water conservation would have resulted in a modest water supply for San Luis Unit and Friant contractors this year, rather than the current zero allocation, and a full critical year supply for the Exchange Contractors and Refuges.

THEREFORE, BE IT RESOLVED that the City of Newman has a direct and keen interest in development of legislation that cures the mismanagement of the Delta, and ensures that a zero-allocation for San Luis and Friant Division contractors will not happen in the future.

BE IT FURTHER RESOLVED that action in Congress must be taken immediately if another year of regulatory drought is to be avoided.

BE IT FURTHER RESOLVED that the City of Newman applauds members of the House of Representatives and the United States Senate for passing two separate measures that offer hope of fixing the management problems in the Delta that have led to the Friant Division's zero allocation: Senate passage of S. 2198, the Emergency Drought Relief Act, and House passage of H.R. 3964, the Sacramento-San Joaquin Valley Emergency Water Delivery Act.

BE IT FURTHER RESOLVED that the City of Newman urges California's delegation to both Houses of Congress to immediately conclude negotiations and arrive at a joint Drought Relief measure that can be adopted by both houses of Congress and signed by the President.

BE IT FURTHER RESOLVED that the City Council of the City of Newman expresses support for the positions taken in the "Allied Growers Letter" to members of Congress dated July 10, 2014, signed by a number of the San Joaquin Valley's farming leaders.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 9th day of September, 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



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

Date: September 3, 2014
To: Mayor Katen and City Council *MSJ*
From: Michael E. Holland, City Manager

Subject: Item 8.i. First Amendment to Purchase and Sale Agreement – Dunkley/Lucas Holdings.

In June 2014, the City entered into a Purchase and Sale Agreement with Dunkley/Lucas Holdings for 200+/- acres of land located immediately west of the Wastewater Treatment Plant. The property has been identified by City staff as an appropriate location for expansion of the City's Waste Water Treatment facilities. During the Due Diligence period, both the Seller and Buyer have agreed to the following two (2) modifications.

Paragraph 2.02 of the Agreement is amended to read as follows.

2.02 Total Purchase Price. The total purchase price for the properties shall be Three Million Three Hundred Thousand dollars (\$3,300,000). ~~The total purchase price for the properties shall be Three Million Five Hundred Thousand dollars (\$3,500,000).~~

Paragraph 8.02.k of the agreement is amended to read as follows:

“Execution of Lease. Seller maintains the right to continue to utilize each parcel without charge until May 2017. Seller agrees to maintain the property in compliance with local, State and Federal rules, regulations and guidelines and agrees not to significantly alter said property without the written approval from the Buyer. The sole use of the Property for the term of the lease shall be farming. The lease shall include the terms described in this subdivision as well as other terms agreed upon by the parties, which terms shall be negotiated in good faith and agreement to those terms by both parties shall not be unreasonably withheld. The lease shall be put into escrow and executed on or before Close of Escrow.”

~~Execution of Lease. The execution by Buyer and Seller of a lease back to Seller on the Property that shall terminate on May 31, 2016 or as soon as all the approvals to use the Property as spray fields has been obtained, whichever occurs first. The sole use of the Property for the term of the lease shall be farming. The lease shall include the terms described in this subdivision as well as other terms agreed upon by the parties, which terms shall be negotiated in good faith and agreement to those terms by both parties shall not be unreasonably withheld. The lease shall be put into escrow and executed on or before Close of Escrow.~~

ATTACHMENTS:

1. Amendment No. 1 to the Purchase and Sale Agreement.



AMENDMENT NO. 1
to
Purchase and Sale Agreement
Between
CITY OF NEWMAN
and
DUNKLEY/LUCAS HOLDINGS

THIS AMENDMENT, dated September 10, 2014, is entered into by and between the **CITY OF NEWMAN**, a municipal corporation (hereinafter "BUYER") and **DUNKLEY/LUCAS HOLDINGS**, (hereinafter "SELLER").

WHEREAS, the parties hereto previously entered into a Purchase and Sale Agreement dated July 15th, 2014, (hereinafter the "Agreement").

NOW, THEREFORE, the parties hereto mutually agree to amend said Agreement as follows:

1. Paragraph 2.02 of the Agreement is amended to read as follows:

"Total Purchase Price. The total purchase price for the property shall be for the amount of Three Million Three Hundred Thousand and no/100ths Dollars (\$3,300,000)."

2. Paragraph 8.02.k of the Agreement is amended to read as follows:

"Execution of Lease. Seller maintains the right to continue to utilize each parcel without charge until May 2017. Seller agrees to maintain the property in compliance with local, State and Federal rules, regulations and guidelines and agrees not to significantly alter said property without the written approval from the Buyer. The sole use of the Property for the term of the lease shall be farming. The lease shall include the terms described in this subdivision as well as other terms agreed upon by the parties, which terms shall be negotiated in good faith and agreement to those terms by both parties shall not be unreasonably withheld. The lease shall be put into escrow and executed on or before Close of Escrow."

3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

CITY OF NEWMAN

SELLER

By: _____
Michael E. Holland, City Manager

By: _____
Arthur W. Dunkley, Trustee

By: _____
Anne L. Dunkley, Trustee

By: _____
Rosalyn M. Simon, Trustee

By: _____
Laura Dompe, President

APPROVED AS TO FORM:

By: _____
Phaedra A. Norton, City Attorney

ATTEST:

By: _____
Mike Maier, Deputy City Clerk

**AWARD BID FOR THE L.J. NEWMAN MEMORIAL CENTER
RENOVATION PROJECT**

RECOMMENDATION:

Adopt Resolution No. 2014- , Awarding The L.J. Newman Memorial Center Renovation Project to Harris Builders for \$431,350.00.

BACKGROUND:

On October 8, 2013, City staff presented the City Council with a number of options regarding the Memorial Center's Improvements. Council directed staff to proceed with Option 2 "Highest Impact", allowing staff to apply for a \$250,000 USDA loan in addition to the original \$245,000 appropriation; for a total construction budget of \$495,000. Upon further discussion by staff, it was found that it would be most cost effective to obtain a private government loan as opposed to one from the USDA. Additional research was completed and it was found that a City-financed loan would be the most cost effective for two reasons:

1. Project plans and specifications do not need to follow strict USDA formatting guidelines, therefore saving significant engineering costs.
2. City-financing is currently at a very low interest rate; 0.22% as of September 2nd. Significantly lower than the USDA's 1.6% as of August 29th (their most recent rate release).

ANALYSIS:

Project bids were advertised for three weeks; received bids were opened and read on September 4, 2014 at 2:00 pm. A total of four (4) qualifying bids were submitted for this project ranging from ranging from \$431,350.00 to \$602,000.00; the Engineer's Estimate for the project was \$421,448.46. The City Engineer has reviewed the bids and found them to be in proper order. The lowest responsible bidder for this project has been determined to be Harris Builders with a bid amount of \$431,350.00.

FISCAL IMP ACT:

Full funding is available for the project; formal financing structure will be presented to the Council for review and direction prior to the expenditure of any construction funds. If necessary, staff will draft an inter-fund borrowing agreement for Council approval.

CONCLUSION:

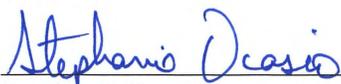
It is staff's belief that it is in the best interest of the City to pursue the funding option outlined above. The utilization of current funding and a City-financed loan will provide the Louis J. Newman Memorial Center with the rehabilitation it merits. Not only will an improved Center improve aesthetics both inside and out, it would have the potential to increase rental revenues.

The City of Newman advertised and received bids for the L.J. Newman Memorial Center Renovation Project. Harris Builders has been determined to be the lowest responsible bidder with a bid amount of \$431,350.00. Therefore, staff recommends that the City Council adopt Resolution No. 2014- , Awarding The L.J. Newman Memorial Center Renovation Project to Harris Builders for \$431,350.00.

ATTACHMENTS:

1. Resolution No. 2014- , Awarding The L.J. Newman Memorial Center Renovation Project to Harris Builders for \$431,350.00.
2. Abstract of Bids

Respectfully Submitted,


Stephanie Ocasio
City Planner

REVIEWED/CONCUR:


Michael E. Holland
City Manager

RESOLUTION NO. 2014-

**AWARDING THE L.J. NEWMAN MEMORIAL CENTER
RENOVATION PROJECT BID TO HARRIS BUILDERS FOR \$431,350.00.**

WHEREAS, the City of Newman has identified much needed improvements to the Louis J. Newman Memorial Center; and

WHEREAS, the City is desirous of completing said improvements; and

WHEREAS, the City of Newman has solicited for and received the following bids:

Company Name	Total Bid
Harris Builders	\$431,350
Iomlan Construction, Inc.	\$457,402
Marko Construction	\$498,316
Bobo Construction, Inc.	\$602,000

; and

WHEREAS, Harris Builders is the lowest responsible bidder in the amount of \$431,350.00; and

WHEREAS, full funds are available for the project; and

WHEREAS, City of Newman staff has recommended that the City Council approve a contract with Harris Builders for the L.J. Newman Memorial Center Renovation Project; 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 Harris Builders.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman hereby approves the contract with Harris Builders and authorizes the City Manager to execute said contract for the L.J. Newman Memorial Center Renovation Project.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 9th day of September 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

Deputy City Clerk

**ABSTRACT OF BIDS FOR
CITY OF NEWMAN
Renovations to L.J. Newman Memorial Building
Bid Opening: September 4, 2014; 2:00 p.m.**

BASE BID			<i>Engineer's Estimate</i>		<i>Harris Builders, Inc. 18736 Bloss Avenue Hilmar, CA 95324</i>		<i>Iomlan Construction Services 1670 Fulkerth Ave. Turlock, CA 95380</i>		<i>Marko Construction Group, Inc. 3675 E. Jensen Fresno, CA 93725</i>		<i>BOBO Construction 9728 Kent Street Elk Grove, CA 95624</i>			
Item No.	Item Description	Quantity and Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Interior and Exterior Building Renovations	1 LS	421,448.46	421,448.46	412,350.00	412,350.00	431,000.00	431,000.00	463,316.00	463,316.00	564,000.00	564,000.00		0.00
BASE BID TOTAL				\$421,448.46		\$412,350.00		\$431,000.00		\$463,316.00		\$564,000.00		\$0.00
ALTERNATE BID "A"														
1	TPO Roofing	1 LS		0.00	19,000.00	19,000.00	26,402.00	26,402.00	35,000.00	35,000.00	38,000.00	38,000.00		0.00
ALTERNATE BID "A" TOTAL				\$0.00		\$19,000.00		\$26,402.00		\$35,000.00		\$38,000.00		\$0.00
BASE PLUS ALTERNATE BID "A" TOTAL						\$431,350.00		\$457,402.00		\$498,316.00		\$602,000.00		\$0.00

Honorable Mayor and Members
of the Newman City Council

POLICE DISPATCH AND RELATED SERVICES CONTRACT WITH THE CITY OF OAKDALE

RECOMMENDATION:

Adopt Resolution No. 2014- , Authorizing the Mayor to execute a five-year agreement with the City of Oakdale to provide Police Dispatch and Related Services.

BACKGROUND:

Newman Police and Fire dispatch, as well as 911 services, for the City of Newman is currently provided by Stanislaus Regional 911 Dispatch Center. Dispatch/911 service is one of the largest expenses in the Police Department's operating budget. Cost increases over the last several years have necessitated the City of Newman to explore other options.

In 1999, the City of Modesto and the County of Stanislaus entered into a Joint Exercise of Powers Agreement to form a regional dispatch center. The JPA established a center that provides service for the City of Modesto, the unincorporated portions of Stanislaus County and all contract cities under contract with the Stanislaus County Sheriff's Department. Based on the language in the Joint Exercise of Powers Agreement, the only members of the JPA are the County of Stanislaus and the City of Modesto. The City of Newman is not a member of the JPA but is covered under Section 4.1.4 of the JPA as "Persons not a party to this agreement." Essentially this means that the City of Newman contracts with SR911 to provide dispatching services. The JPA does have a commission in which the City of Newman is a voting member. The commission consists of seven members with three being from Stanislaus County, three from the City of Modesto, and one from the City of Newman. This contract has served the City of Newman for many years.

According to our financial records, police dispatch costs for the City of Newman were \$39,104 for FY 00/01. This amount has increased steadily over the past several years to the point where the current cost is projected to be over \$273,000 in FY 2014/15 (the cost has increased 194% over the past decade alone: FY 04/05 \$93,005 to FY 14/15 \$273,505). The service is essentially the same without any noticeable change in service delivery.

It is not possible to perfectly predict our future costs with SR911 since costs are based on population and police incidents; which fluctuate from year to year. Using a historical average increase rate of 9%, SR911 costs for the City of Newman will be over \$420,000 annually by FY 19/20. Since the City of Newman is a "contract" city within the agreement, the City is required to operate under the cost sharing formula as determined by the actual members of the JPA, the City of Modesto and the County of Stanislaus. This arrangement does not provide any cost containment and at best, a minimal say in the operation of the center.

ANALYSIS:

911 PSAP (Public Safety Answering Point) operations provide an essential lifeline to our residents during an emergency. Similarly, emergency dispatching provides a lifeline for first responders. In order to maintain these lifelines and to provide the most effective emergency response possible, it is critical the communications network be well designed, maintained, and properly managed.

In this same framework, the ability to control costs, financial viability, and overall operations of the Police Department were considered with the utmost importance. Using these factors as the basis for our research, staff has found an option that allows the City to enter into a "fixed cost" agreement with City of Oakdale while, we believe, enhancing customer service levels for both our residents and officers.

Staff from both Oakdale and Newman have worked together to craft a five (5) year agreement that meets the needs of both cities. From our perspective, we believe our residents and officers will experience an increase in customer service level from the new provider based solely upon improvement of the officer to dispatcher ratio. Beyond this improvement, the Police Chief will also have better access to managers and supervisors to help correct any weaknesses and/or shortcomings that may occur.

The attached spreadsheet (Attachment B) identifies the opportunity to save between \$40k -\$50k per year (total of \$167,000+/-); even after upgrading our Records Management and CAD System to a new vendor. When one factors in the historical rate of increase (9% annually) for SR911, the savings increase to over \$150,000 for year five alone. Approval of the proposed five-year contract will help the City bring stability to the budgetary process and reduce a General Fund deficit that is currently over \$100,000 per year.

The proposed contract (Attachment C) is attached for your review and has been approved by attorneys representing both cities. For an understanding of the services provided under this contract, one can view the proposed "List of Services" identified as Exhibit "A" in the contract.

FISCAL IMPACT:

Approval of the five-year agreement with Oakdale will be fiscally positive for the City in years 2 through 5. The first year shows a deficit due to the purchase and installation of the equipment and software that is necessary to make the project operational. Spreadsheet B shows a breakdown of the Projected Costs and Savings in both Project Year and Fiscal Year formats. Over the 5-year period, the City is projected to save an estimated \$167,000.

CONCLUSION

For more than a year, City staff has reached out to SR911 managers and directors about the exorbitant cost increases we have experienced over the past decade. After our appeals continually went unaddressed, staff began researching outside agencies with capacity to handle our call volume. After visiting with the Chief and viewing the dispatchers perform their duties, Chief Richardson is confident Oakdale will enhance the level of customer service received by our public and police officers. In viewing the front-end costs and recurring expenses, staff was determined the proposed contract will save the City an estimated \$40,000 - \$50,000 in four of the five years. More importantly, the contract will bring stability to this component of the budget over the next five years. It should be noted that Fire Dispatch will remain with SR911 at this point. Staff recommends the Council approve the Emergency Dispatch and Related Services Contract with the City of Oakdale.

ATTACHMENTS:

1. Attachment A – Resolution No. 2014-
2. Attachment B – Projected Costs and Savings spreadsheets
3. Attachment C – Agreement for Police Dispatch and Related Services

Respectfully submitted,



Michael E. Holland
City Manager

RESOLUTION NO. 2014-

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
A FIVE-YEAR AGREEMENT WITH THE CITY OF OAKDALE TO
PROVIDE POLICE DISPATCH AND RELATED SERVICES**

WHEREAS, the City of Newman has put a high priority on providing the best quality services to its citizens, and

WHEREAS, the City of Newman originally entered into an agreement with Stanislaus County in 1981 for 24-hour police dispatching services; and

WHEREAS, in 1999, the City of Modesto and Stanislaus County entered into a JPA to form a regional dispatch center where the City of Newman became a "persons not a party to [said] agreement"; and

WHEREAS, police dispatch costs have steadily increased over the last 33 years; and

WHEREAS, over the past decade, the City of Newman has been burdened with exorbitant cost increases for police dispatch services; and

WHEREAS, the City of Newman is desirous of maintaining public services and a sound fiscal state; and

WHEREAS, City Staff is confident that the City of Oakdale will enhance the level of customer service received by our public and police officers at lower cost over a five year period; and

WHEREAS, the City Council is desirous of entering into a contract with the City of Oakdale, 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 an agreement with the City of Oakdale for Police dispatch and related services.

NOW, THEREFORE, BE IT RESOLVED that the Newman City Council hereby authorizes the Mayor to execute an agreement with the City of Oakdale for Police dispatch and related services.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 9th day of September, 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:

ATTEST:

Mayor

Deputy City Clerk

Projected Costs and Savings with 911 Service with Oakdale - by Project Year

	Year 1	Year 2	Year 3	Year 4	Year 5
Current SR911 Costs	\$ 273,505	\$ 273,505	\$ 273,505	\$ 273,505	\$ 273,505
SR911 Historical Escallation (9%)	\$ -	\$ 24,615	\$ 51,446	\$ 80,692	\$ 112,570
In-Synch Systems	\$ 12,240	\$ 12,240	\$ 12,240	\$ 12,240	\$ 12,240
Remove Existing T-1 Costs	\$ 3,984	\$ 3,984	\$ 3,984	\$ 3,984	\$ 3,984
Total Current Costs without escallation	\$ 289,729				
Total Current Costs with escallation	\$ 289,729	\$ 314,344	\$ 341,175	\$ 370,421	\$ 402,299
Oakdale 911 Costs	\$ 186,000	\$ 186,000	\$ 186,000	\$ 191,580	\$ 191,580
RIMS Purchase/Installation/Conversion	\$ 19,867	\$ 19,867	\$ 19,867	\$ 19,867	\$ 19,867
RIMS Annual Support	\$ 9,060	\$ 9,060	\$ 9,060	\$ 9,060	\$ 9,060
Repeater & Installation - Ray's Radio	\$ 22,805	\$ -	\$ -	\$ -	\$ -
2 Internet Connections (Newman & Oakdale)	\$ 2,880	\$ 2,880	\$ 2,880	\$ 2,880	\$ 2,880
IT Service for Adtl. Equip & 24/7 Dispatch	\$ 4,560	\$ 4,560	\$ 4,560	\$ 4,560	\$ 4,560
T1 for Radio Backhaul	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400
T1 Installation Costs	\$ 1,400	\$ -	\$ -	\$ -	\$ -
Go Global/NetMotion/Quest Defender Maint.	\$ 1,428	\$ 1,428	\$ 1,428	\$ 1,428	\$ 1,428
Router/Firewalls/Servers(2)	\$ 25,305	\$ -	\$ -	\$ -	\$ -
Fire 911 Services	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000
Total Cost of Switching to Oakdale	\$ 293,705	\$ 244,195	\$ 244,195	\$ 249,775	\$ 249,775
Net Savings (Net Loss) without escallation	\$ (3,976)	\$ 45,535	\$ 45,535	\$ 39,955	\$ 39,955
Net Savings (Net Loss) with escallation	\$ (3,976)	\$ 70,150	\$ 96,981	\$ 120,647	\$ 152,525

Note: 100% General Fund Costs/Savings

Assumes costs end on SR911 at end of prior year and Oakdale costs start

Does not include Cullen's time on this.

Projected Costs and Savings with 911 Service with Oakdale - by Fiscal Year

	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020
Current SR911 Costs	\$ 136,753	\$ 273,505	\$ 273,505	\$ 273,505	\$ 273,505	\$ 273,505
SR911 Historical Escallation (9%)	\$ -	\$ 24,615	\$ 51,446	\$ 80,692	\$ 112,570	\$ 147,316
In-Synch Systems	\$ 6,120	\$ 12,240	\$ 12,240	\$ 12,240	\$ 12,240	\$ 12,241
Remove Existing T-1 Costs	\$ 1,992	\$ 3,984	\$ 3,984	\$ 3,984	\$ 3,984	\$ 3,984
Total Current Costs without escalation	\$ 144,865	\$ 289,729	\$ 289,729	\$ 289,729	\$ 289,729	\$ 289,730
Total Current Costs with escalation	\$ 144,865	\$ 314,344	\$ 341,175	\$ 370,421	\$ 402,299	\$ 437,046
Oakdale 911 Costs	\$ 93,000	\$ 186,000	\$ 186,000	\$ 188,790	\$ 191,580	\$ 191,580
RIMS Purchase/Installation/Conversion	\$ 19,867	\$ 19,867	\$ 19,867	\$ 19,867	\$ 19,867	\$ -
RIMS Annual Support	\$ 4,530	\$ 9,060	\$ 9,060	\$ 9,060	\$ 9,060	\$ 9,060
Repeater & Installation - Ray's Radio	\$ 22,805	\$ -	\$ -	\$ -	\$ -	\$ -
2 Internet Connections (Newman & Oakdale)	\$ 1,440	\$ 2,880	\$ 2,880	\$ 2,880	\$ 2,880	\$ 2,880
IT Service for Adtl. Equip & 24/7 Dispatch	\$ 2,280	\$ 4,560	\$ 4,560	\$ 4,560	\$ 4,560	\$ 4,560
T1 for Radio Backhaul	\$ 1,200	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400	\$ 2,400
T1 Installation Costs	\$ 1,400	\$ -	\$ -	\$ -	\$ -	\$ -
Go Global/NetMotion/Quest Defender Maint.	\$ 714	\$ 1,428	\$ 1,428	\$ 1,428	\$ 1,428	\$ 1,428
Router/Firewalls/Servers(2)	\$ 25,305	\$ -	\$ -	\$ -	\$ -	\$ -
Fire 911 Services	\$ 9,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000
Total Cost of Switching to Oakdale	\$ 181,541	\$ 244,195	\$ 244,195	\$ 246,985	\$ 249,775	\$ 229,908
Net Savings (Net Loss) without escalation	\$ (36,677)	\$ 45,535	\$ 45,535	\$ 42,745	\$ 39,955	\$ 59,823
Net Savings (Net Loss) with escalation	\$ (36,677)	\$ 70,150	\$ 96,981	\$ 123,437	\$ 152,525	\$ 207,139

Note: 100% General Fund Costs/Savings

Assumes costs end on SR911 at Dec 31, 2014 and Oakdale starts Jan 1, 2014

AN AGREEMENT
FOR CITY OF OAKDALE TO PROVIDE
POLICE DISPATCH AND RELATED SERVICES TO CITY OF NEWMAN

This Agreement for City of Oakdale to Provide Police Dispatch and Related Services to City of Newman (hereinafter, the "Agreement") is made and entered into this ___ day of, 2014, by and between the CITY OF OAKDALE, a municipal corporation ("Oakdale") and the CITY OF NEWMAN, a municipal corporation ("Newman"). It is made with reference to the facts and circumstances set forth in the Recitals.

RECITALS

- A. WHEREAS, Oakdale owns and operates a 911 Police Emergency and Non-Emergency Dispatch System as part of the Oakdale Police Department; and
- B. WHEREAS, Newman currently utilizes Stanislaus Regional 911 dispatch services for both their Police and Fire Departments; and
- C. WHEREAS, The Police Chiefs of both Oakdale and Newman have mutually determined that through some minor upgrades to the current System an enhanced level of service could be provided to both Oakdale and Newman Police Departments and their respective communities; and
- D. WHEREAS, Oakdale and Newman have determined it is in the best interest of both parties for Oakdale to provide Police Dispatch and Related Services to Newman, and
- E. WHEREAS, the purpose of this Agreement is to create a relationship that expands the level of service to each of the police departments, improves the safety of the officers and general public, and enhances the work environment for the dispatchers.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services. Oakdale shall provide police dispatch and related services to Newman for and during the Original Term and any Extended Term of this Agreement. Such services shall consist of and be provided as follows:

A. Oakdale shall provide those services described on attached Exhibit "A" (herein "Dispatch Services").

B. Oakdale shall provide Dispatch services to Newman twenty-four (24) hours, seven (7) days a week, three hundred sixty five (365) days a year for the term of this agreement, and any extended term thereof.

2. Dispatch Procedure. It shall be the sole responsibility of Newman to perform such functions as necessary to cause incoming Newman Police Department 911 calls to be transferred

to Oakdale pursuant to this Agreement, including the installation of telephone and data lines deemed necessary by Oakdale for the provision of dispatch services.

3. Term. The term of this Agreement shall commence on January 1, 2015 and shall expire on December 31, 2019. However, if neither party informs the other party of its intent to allow for the automatic expiration of this Agreement prior to June 30, 2019, this Agreement shall be automatically extended for another twelve (12) month term. Thereafter, and subject to the termination provisions of Section 3A, if neither party informs the other party of its intent to terminate this Agreement prior to June 30 in any given year in which this Agreement remains in effect, this Agreement shall be automatically extended for another twelve (12) month term.

A. Termination.

1. This Agreement shall automatically terminate on the date either party ceases to be a member of the Central San Joaquin Valley Risk Management Authority. If either party receives notice, or obtains other knowledge, that the party will cease to be a member of the Central San Joaquin Valley Risk Management Authority, that party shall immediately so notify the other party, and shall provide to the other party the effective date that the party will no longer be a member of the Central San Joaquin Valley Risk Management Authority.

2. This Agreement may be terminated by either party, with or without cause, at any time during the Original Term or the first sixty (60) days of any Extended Term by vote of that party's legislative body to terminate and notice of such action to the other party. The effective date of said termination shall be one hundred eighty (180) days after the date of mailing the notice of termination, unless this Agreement is sooner terminated pursuant to subparagraph 3.A.1 herein or paragraph 10.A.2.

B. Pro rata Payment. In the event of termination under paragraph 3.A.1, paragraph 3.A.2 or paragraph 10.A.2, Newman shall pay Oakdale on a pro rata basis for services rendered up to the effective date of such termination; except that, in the event Newman has paid for services in advance pursuant to paragraph 4, Oakdale shall pay to Newman a refund on a pro rata basis for services rendered up to the effective date of such termination.

4. Payment. Newman agrees to pay Oakdale, in consideration for the services to be performed pursuant to this Agreement an initial, non-recurring start-up fee of FOUR THOUSAND FIVE HUNDRED FIFTY FOUR Dollars and FIFTEEN Cents (\$4,554.15) for installation of additional line-card capacity into Oakdale's PSAP telephone system. In addition, Newman agrees to pay the sum of FIFTEEN THOUSAND FIVE HUNDRED Dollars (\$15,500) per month ("Monthly Payment"), on the first day of the month in which services are to be rendered, during the Term of this Agreement. Additionally, beginning January 1, 2018, this monthly Payment rate shall be adjusted to SIXTEEN THOUSAND Dollars (\$16,000) per month. Also, in addition to the Monthly Payment, Newman agrees to reimburse Oakdale separately, any necessary monthly telephone line expenses which are required to facilitate the transmission of Newman Police Department 911 calls.

5. Equipment. The parties acknowledge that certain telephone, computer hardware, computer software, and other equipment (“Newman Equipment”) has been previously installed to effectuate the purposes of this Agreement. With respect to such equipment, the parties agree as follows:

A. Oakdale shall provide reasonable access to Newman to repair the Newman Equipment. The cost of repair of the Newman equipment shall be the sole responsibility of Newman.

B. Newman shall not damage or interfere with any Oakdale property during the use or repair of the Newman equipment, and shall be liable to Oakdale for any reasonable costs of curing any such damage or interference.

C. Oakdale shall have the right at all times to inspect the Newman equipment, and installation and repairs thereof. Prior to accessing or performing an inspection on any Newman equipment, Oakdale shall make a reasonable attempt at contacting the Newman Police Chief.

D. Oakdale shall not be held liable for any breach of this Agreement caused in whole or in part by the operation of, the failure of, and/or the repair of the Newman Equipment.

E. Upon termination of this Agreement, Oakdale shall provide reasonable access to its facilities to permit Newman to remove Newman equipment.

6. Service Interruptions. Oakdale shall not be responsible for any computer, network or telephone malfunction or service interruption, not the fault of Oakdale, which prevents or delays Oakdale from providing dispatch services. Equipment malfunctions or service interruption within the Oakdale computer system will be the responsibility of Oakdale. Failures in T-1 connections or any other point-to-point link will be considered part of the Newman computer system and Newman shall be responsible for repair of these failures and any other malfunctions or interruptions within the Newman computer system. At the time of any malfunction or interruption, designated personnel from each agency shall meet and confer regarding adequate coverage for the period of time that the malfunction or interruption occurs.

7. Personnel. All persons employed in the performance of Oakdale obligations under this Agreement shall be employees of Oakdale. All persons employed in the performance of Newman’s obligations under this Agreement shall be employees, or contractors, of Newman. No person employed by Oakdale shall have any rights to pension, civil service, or other status or right from Newman by virtue of this Agreement. No person employed by Newman shall have any rights to pension, civil service, or other status or right from Oakdale by virtue of this Agreement.

8. California Law Enforcement Telecommunications System (“CLETS”) Training and Testing. Oakdale shall be responsible for the training and testing of all sworn/non-sworn personnel employed by Oakdale in adhering to all CLETS rules, regulations, policies, practices and procedures. Newman shall be responsible for the training and testing of all sworn/non-

sworn personnel employed by Newman in adhering to all CLETS rules, regulations, policies, practices and procedures.

9. Performance and Related Matters.

A. Oakdale shall retain exclusive authority over the activities of Oakdale personnel performing services pursuant to this Agreement. Subject to the terms of this Agreement, the planning, organization, scheduling, direction, supervision, standards of performance and discipline of Oakdale personnel and all other related matters incident to delivery of Dispatch Services shall be determined by Oakdale.

B. Oakdale shall give prompt consideration to all requests of Newman regarding the delivery of Dispatch Services pursuant to this Agreement.

C. Each party shall consult the other regarding any planned revisions or upgrades to the party's dispatch computer software or hardware. Each party shall notify the other party of the installation of all such upgrades or revisions.

10. Indemnification.

A. Indemnification by Newman.

1. Newman shall indemnify, defend and hold Oakdale, and Oakdale's agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, collective bargaining agreement, ordinance or constitutional provision, or other causes which arise out of, relate to or result from the activities or omissions, negligent or otherwise, under this Agreement of Newman, and Newman's officers, agents and employees.

2. Newman shall, upon execution of this Agreement, provide proof to Oakdale that Newman has obtained from the Central San Joaquin Valley Risk Management Authority a Certificate of Additional Covered party issued to Oakdale ("CSJVRMA Certificate") and proof to Oakdale that Newman has obtained from the California Joint Powers Risk Management Authority a Certificate of Additional Covered Party issued to Oakdale ("CJPRMA Certificate"). The CSJVRMA Certificate and the CJPRMA Certificate shall include coverage amounts equal to the coverage amounts in the applicable Risk Management Authority Coverage. Newman shall keep the CSJVRMA Certificate and the CJPRMA Certificate in effect during the Original Term and any Extended Term of this Agreement. Newman shall obtain the CSJVRMA Certificate and the CJPRMA Certificate and keep the CSJVRMA Certificate and the CJPRMA Certificate in effect at Newman's sole cost and expense. If, for any reason, either the CSJVRMA Certificate or the CJPRMA Certificate is not in effect at any time during the Original Term and any Extended Term of this Agreement, and any extension thereof, Oakdale shall have the right to terminate this Agreement immediately.

3. For all claims, damages, losses, causes of action and expenses, including attorneys' fees, covered by this paragraph 10, Newman shall pay any and all applicable Retained Limit (deductible) amounts under any Risk Management Authority Coverage, including any Retained Limit increases pursuant to Central San Joaquin Valley Risk Management Authority Resolution Number 18-91, a copy of which is attached as Exhibit "B", and Newman shall indemnify and hold Oakdale harmless from and against any and all liability not covered by Risk Management Authority Coverage.

B. Indemnification by Oakdale.

1. Oakdale shall indemnify, defend and hold Newman, and Newman's agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorney's fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other causes which arise out of, relate to or result from the "intentional conduct" (as defined in exclusion #10 of the Central San Joaquin Valley Risk Management Agency Memorandum of Coverage, attached hereto as Exhibit "C") under this Agreement of Oakdale and Oakdale's officers, agents, and employees.

2. Oakdale shall, upon execution of this Agreement, provide proof to Newman that Oakdale has obtained from the Central San Joaquin Valley Risk Management Authority a Certificate of Additional Covered party issued to Oakdale ("CSJVRMA Certificate") and proof to Newman that Oakdale has obtained from the California Joint Powers Risk Management Authority a Certificate of Additional Covered Party issued to Newman ("CJPRMA Certificate"). The CSJVRMA Certificate and the CJPRMA Certificate shall include coverage amounts equal to the coverage amounts in the applicable Risk Management Authority Coverage. Oakdale shall keep the CSJVRMA Certificate and the CJPRMA Certificate in effect during the Original Term and any Extended Term of this Amended and Restated Agreement, and any extension thereof. Oakdale shall obtain the CSJVRMA Certificate and the CJPRMA Certificate and keep the CSJVRMA Certificate and the CJPRMA Certificate in effect at Oakdale's sole cost and expense. If, for any reason, either the CSJVRMA Certificate or the CJPRMA Certificate is not in effect at any time during the Original Term and any Extended Term of this Agreement, and any extension thereof, Newman shall have the right to terminate this Agreement immediately.

3. For all claims, damages, losses, causes of action and expenses, including attorneys' fees, covered by this paragraph 10, Oakdale shall pay any and all applicable Retained Limit (deductible) amounts under any Risk Management Authority Coverage, including any Retained Limit increases pursuant to Central San Joaquin Valley Risk Management Authority Resolution Number 18-91, a copy of which is attached as Exhibit "B", and Oakdale shall indemnify and hold Newman harmless from and against any and all liability not covered by Risk Management Authority Coverage.

C. No Agency. At all times during this Agreement, Oakdale shall be an independent contractor, and not an employee, partner, agent, or principal of Newman. At all

times during this Agreement, Newman shall be an independent contractor, and not an employee, partner, agent, or principal of Oakdale.

D. Notification. Each party shall give the other prompt notification when it first learns of an incident or occurrence covered, or likely to be covered, under the terms of this paragraph 10, as well as prompt notification if a claim is made or suit is brought against a party based on an incident or occurrence covered, or likely to be covered, by the terms hereof.

E. Related Agreements. Except as provided in such other agreements, these indemnification provisions shall apply to and shall be deemed to be a part of all law enforcement agreements now existing or hereafter entered into, including amendments, renewals, or other extensions thereof, wherein Newman and Oakdale have contracted under circumstances wherein the liability of Newman and Oakdale is joint and several under section 895.2 of the California Government Code. Except as provided in such other agreements, the provisions of this indemnification paragraph shall supersede and control over any other provisions inconsistent therewith in any such contract, heretofore and hereafter entered into by and between the parties hereto.

F. Continuing Obligation. To the extent that Oakdale has agreed to indemnify, defend and hold harmless Newman, its officers, agents and employees under this Agreement, said obligations shall continue to exist during this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Agreement. To the extent that Newman has agreed to indemnify, defend and hold harmless Oakdale, its officers, agents and employees under this Agreement, said obligations shall continue to exist during this Agreement and subsequent to this Agreement for those acts or omissions giving rise to liability which occurred during this Amended and Restated Agreement.

G. Insurance. Either party may purchase commercial insurance to cover their exposure hereunder, in whole or in part.

11. General Provisions.

A. Good Faith. Wherever in this Agreement a party has the right to approve an act of another party, the former shall exercise such discretion reasonably and in good faith. Similarly, where a party is required to satisfy a condition or complete an act in a certain fashion or within a specified time period, that party shall pursue such objectives in good faith and make all reasonable efforts to accomplish the same; the other Party shall likewise in good faith cooperate and assist the other party in accomplishing this task to cause the consummation of the Agreement as intended herein.

B. Other Instruments. The parties hereto shall, whenever and as often as reasonably requested to do so by the other party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all documents and instruments as may be necessary, expedient or proper in the reasonable opinion of the requesting party to carry out the intent and purposes of this Agreement, provided that the requesting party shall bear the cost and

expense of such further instruments or documents (except that each party shall bear its own attorneys' fees).

C. Construction. The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of all parts of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party. Each party acknowledges that they have had the opportunity to have their legal counsel review this Agreement.

D. Captions, Headings and Exhibits. The captions, headings and index of this Agreement are for convenience only and have no force and effect in the interpretation or construction of this Agreement. All exhibits attached hereto are by this reference incorporated herein as though fully set forth in this Agreement.

E. Severability. If any term, provision, covenant or condition of this Agreement shall be or become illegal, null or void or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable shall be modified or changed by the parties to the extent-possible to carry out the intentions and directives set forth in this Agreement.

F. Assignment. Neither party shall have the right to assign its rights or delegate any of its obligations or duties hereunder without the express written consent of the other party, which consent shall not be unreasonably withheld.

G. Successors and Assigns. Except as restricted herein, this Agreement shall be binding on and shall inure to the benefit of the parties and their respective legal representatives, successors and assigns.

H. Waiver. The waiver of any breach of any provision hereunder by any party to this Agreement shall not be deemed to be a waiver or any preceding or subsequent breach hereunder, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

I. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue for all purposes shall be proper only in the County of Stanislaus, State of California.

J. Notices. All notices, approvals, acceptances, demands and other communications required or permitted hereunder, to be effective shall be in writing and shall be delivered either in person or by mailing the same by United States mail (postage prepaid, registered or certified, return receipt requested) to the party to whom the notice is directed at the address of such party as follows:

To Oakdale: Chief of Police
City of Oakdale
245 North 2nd Avenue
Oakdale, California 95361

With copy to: City Manager
City of Oakdale
280 North 3rd Avenue
Oakdale, California 95361

With copy to: City Attorney
Tom Hallinan
280 North 3rd Avenue
Oakdale, California 95361

To Newman: Chief of Police
City of Newman
P.O. Box 787
1200 Main Street
Newman, California 95360

With copy to: City Manager
City of Newman
P.O. Box 787
938 Fresno Street
Newman, California 95360

With copy to: City Attorney
City of Newman
P.O. Box 787
938 Fresno Street
Newman, California 95360

Any written communication given by mail shall be deemed delivered two (2) business days after such mailing date. Either party may change its address by giving the other party written notice of its new address as herein provided.

K. Attorneys' Fees. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover actual attorneys' fees incurred in bringing such action and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of the action and shall be paid whether or not such action is prosecuted to judgment. The attorneys' fees to be awarded the prevailing party may be determined by the court in the same action or in a separate action brought for that purpose. The attorneys' fees

award shall not be computed in accordance with any court schedule but shall be made as to fully reimburse for all attorneys' fees, paralegal fees, costs and expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate for all attorneys' fees, paralegal fees, costs and expenses paid or incurred in good faith.

L. Authorization. All officers and individuals executing this and other documents on behalf of the respective parties do hereby certify and warrant that they have the capacity and have been duly authorized to so execute the documents on behalf of the entity so indicated. Each signatory shall also indemnify the other parties to this Agreement and hold them harmless, from any and all damages, costs, attorneys' fees, and other expenses, if the signatory is not so authorized.

M. No Third Party Rights. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right or subrogation or action over or against any party to this Agreement

N. Remedies. Each party hereto acknowledges that a remedy at law for any breach or attempted breach of this Agreement may be inadequate, agrees that in addition to any remedy provided at law, each party hereto shall be entitled to specific performance and injunctive and other equitable relief in case of any such breach or attempted breach, and further agrees to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief.

O. Entire Agreement and Amendment. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Oakdale, California on the date first above written.

“Oakdale”

CITY OF OAKDALE,
a municipal corporation

By: _____
PAT PAUL, Mayor

ATTEST:

APPROVED AS TO FORM:

By _____
KATHY TEIXEIRA
City Clerk

By: _____
TOM HALLINAN
City Attorney

“Newman”

CITY OF NEWMAN,
a municipal corporation

By: _____
ED KATEN, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
MIKE MAIER
Deputy City Clerk

By: _____
NUBIA GOLDTEIN
City Attorney

EXHIBIT "A"

LIST OF SERVICES FOR THE CITY OF NEWMAN

1. Enter all CLIPS entries for staff, including but not limited to: Missing persons, stored vehicles, stolen vehicles, firearms entries, etc.
2. Hold warrants for all Newman cases.
3. Receive calls and dispatch for animal control related issues.
4. Receive complaints, and requests for assistance and information from citizens, by telephone; Including 911 calls.
5. Maintain 2-way radio communications with units on routine or emergency situations and general activities.
6. Maintain computerized records of incidents.
7. Maintain computerized, recorded audio files of all communications for a period of 12 months and make available to authorized City staff, upon request.

EXHIBIT "B"

Central San Joaquin Valley Risk Management Authority Resolution Number 18-91

EXHIBIT "C"

Central San Joaquin Valley Risk Management Agency Memorandum of Coverage

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **10.c.**
City Council Meeting
of September 9, 2014

LEASE PURCHASE AGREEMENT WITH SUN RIDGE SYSTEMS, INC.

RECOMMENDATION:

Staff recommends the Council authorize the City Manager to execute a Lease Purchase Agreement with Sun Ridge Systems, Inc.

BACKGROUND:

The City Police Department currently utilizes In-Synch software for its records management system. With the approval of a five year agreement with the City of Oakdale for Police Dispatch and Related Services, it will be necessary to change our RMS and CAD software to match the new provider.

ANALYSIS:

Attached is a copy of the proposed Lease Purchase contract with Sun Ridge Systems Inc. for a Records Management and CAD system. The five year payment schedule will include \$19,867 towards the Lease Purchase Payment and \$9,060 for support services; for a total annual payment of \$28,927. The interest rate on the lease is a fixed at 4%.

FISCAL IMPACT:

The City pays \$12,240 per year for current system. The additional funding will be off-set by the savings realized in the new dispatch contract.

CONCLUSION:

Staff recommends the Council approve the Lease Purchase Agreement with Sun Ridge Systems Inc for a new records management and CAD system for the Police Department. This purchase is necessary to implement the five-year agreement with the City of Oakdale.

ATTACHMENTS:

1. Attachment A – Lease Purchase Agreement

Respectfully submitted,



Michael E. Holland
City Manager

**SUN RIDGE SYSTEMS, INC.
SOFTWARE AND SERVICES AGREEMENT**

This Software and Services Agreement (“Agreement”) is executed in duplicate as of _____, 2014, between Sun Ridge Systems, Inc., a California corporation (“Sun Ridge”), and City of Newman, a political subdivision of the State of California (“the City”) located at 1200 Main Street, Newman, California.

Section 1. Agreement. That for and in consideration of payments and agreements hereinafter mentioned to be made and performed by the City, and under the conditions set forth in this Agreement, Sun Ridge agrees to provide computer software (“Software”) and services (“Services”) to the City as described in Exhibit A, Scope of Work, attached hereto and incorporated herein. The Software support and maintenance services to be provided by Sun Ridge as part of the Services are more specifically described in Exhibit C attached hereto and incorporated herein (“Software Support Services Agreement”).

Section 2. City Project Manager. Sun Ridge shall work under the general direction of _____ in fulfilling this Agreement.

Section 3. Scope of Work. The project that is the subject of this Agreement shall consist of the delivery by Sun Ridge to the City of the Software and Services (the “Project”) described in Exhibit A.

Section 4. Payment Schedule. In consideration for the Software and Services to be provided by Sun Ridge under this Agreement, the City agrees to pay Sun Ridge the Total Contract Amount (“Contract Amount”) given in Exhibit B according to the following schedule (“Lease-Purchase Schedule”):

<u>Year</u>	<u>Lease-Purchase Payment</u>	<u>Support Payment</u>	<u>Total Payment</u>
1	\$19,867	\$9,060	\$28,927
2	\$19,867	\$9,060	\$28,927
3	\$19,867	\$9,060	\$28,927
4	\$19,867	\$9,060	\$28,927
5	\$19,867	\$9,060	\$28,927

- Interest Rate is 4%/year fixed
- The first payment for Software shall become billable by Sun Ridge upon Sun Ridge’s receipt of the Final Acceptance Notice as defined in Section 8
- The 4 remaining payments for the remaining four (4) years will be due on each anniversary date the Final Acceptance Notice (ex. Acceptance date 9/1/2014, 2nd payment due 9/1/2015, 3rd payment due 9/1/2016, etc.).
- After the second year the lease can be canceled and the products returned by Lessee at any time with 60 days notice
- After all Lease Purchase Payments are made the City shall own the software.

The City shall not be entitled to withhold or delay payments due to Sun Ridge pursuant to the above Lease-Purchase Schedule due to delay in the delivery, installation, or testing of Software items described in Exhibit A where the delay is the result of action or inaction or breach of this Agreement by the City, its agents or employees or the action or inaction of a third party which is not within Sun Ridge's reasonable control.

Section 5. Invoices. Invoices shall be sent to:

CITY OF NEWMAN
P.O. BOX 787
NEWMAN, CA 95363

Upon receipt of the invoice, the City shall verify that the invoice has been properly prepared and that the conditions of payment have been fulfilled. If the payment conditions have been fulfilled, the invoice shall be processed and paid by the City within thirty (30) days after the City's receipt thereof.

Section 6. Term of Agreement. Unless terminated earlier in accordance with the provisions of this Agreement or applicable law, the term of this Agreement ("Term") shall be from the date shown on the first page of this Agreement through completion of the Project. Completion of the Project means the installation by Sun Ridge of all of the Software, the completion by Sun Ridge of all training and other Services and the payment by the City to Sun Ridge of the entire Contract Amount. The Project schedule is to be separately generated and agreed to between the parties. Notwithstanding the foregoing, the License described in Section 9 below will remain in effect until it is terminated pursuant to Section 9.

Section 7. Warranty/Disclaimer of Liability.

a. Sun Ridge warrants that upon delivery the Software substantially conforms to its Documentation and is free from defects that will materially impair its use. The City's sole and exclusive remedy for breach of this warranty will be repair or replacement of the Software. Sun Ridge will make reasonable efforts to correct errors in the Software, but does not warrant that the Software is error-free or will perform without interruption. The City has relied solely upon its own investigation and judgment in selecting the Software and not upon any representations or promises of Sun Ridge except as may be expressly stated in this Agreement.

b. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES PERTAINING TO THE SOFTWARE, EXPRESS OR IMPLIED, AND SUN RIDGE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 8. Final Acceptance. For thirty (30) days from the beginning of City's operational use of the Software Sun Ridge or forty (40) days after the completion of installation and training by Sun Ridge, whichever comes first (the "Test Period"), City shall test the system for defects and anomalies. During the Test Period, Sun Ridge shall address and attempt to resolve issues with the Software identified by City under the Software Support Services Agreement (Exhibit C). At the end of the Test Period, City shall accept or reject the Software as follows:

a. If City determines that the Software is performing to its satisfaction it shall immediately provide written notice to Sun Ridge of final acceptance of the Software ("Final Acceptance Notice"), and upon receipt of a valid invoice from Sun Ridge, shall process and pay the final milestone of the Contract Amount including any additional outstanding

milestone Payment Amounts. Any remaining issues with the Software shall be covered as part of the original cost of the system and handled as maintenance items under the Software Support Services Agreement (Exhibit C).

b. If City decides to not accept the Software, then it must so notify Sun Ridge in writing within five (5) calendar days after the end of the Test Period (a "Rejection Notice"). If a Rejection Notice is given, this Agreement shall be automatically terminated and all payments already made by City to Sun Ridge, less the cost of project management, installation and training services provided up to the date of termination shall be returned to City by Sun Ridge within thirty (30) days after receipt of the notice. The terms of Section 11 and all other provisions of this Agreement that expressly survive such termination shall apply.

c. If City fails to provide a Final Acceptance Notice or a Rejection Notice within five (5) calendar days after the end of the Test Period, then City's final acceptance of the Software shall be considered to have occurred and City and Sun Ridge shall proceed as described in section 8.a above.

Section 9. Software License. Subject to the terms, conditions, limitations and restrictions set forth in this Agreement, Sun Ridge grants to the City a nonexclusive and non-transferable license, effective upon the City's Final Acceptance of the Software pursuant to Section 8 above, to use the Software in connection with the City's normal and customary daily operations substantially as they exist as of the date of commencement of the Term as described below (the "License"). The City shall acquire no ownership or other rights in or to the Software except for the License granted hereunder, and title to the Software shall at all times remain with Sun Ridge.

a. The following additional terms, conditions and limitations apply to the License:

i. The City may use the Software on all computers in the City's agency and in any other agencies explicitly agreed to in writing by Sun Ridge;

ii. The City may make a copy of the Software for backup or modification purposes only in support of the City's authorized use of the Software hereunder as Sun Ridge has expressly authorized; and

iii. No one using the Software, and no one for whose benefit the Software is being used, shall sublicense, resell, distribute, market, provide or otherwise make available the Software or any part or copies thereof to any third party.

iv. The City shall not transfer, use, or export the Software in violation of any applicable laws, rules, or regulations of any government or governmental agency.

v. The City shall not use the Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, trojan horse, or other harmful, disruptive, or unauthorized component.

vi. The City shall not embed the Software in any third-party applications, unless expressly permitted under this Agreement or otherwise authorized in writing in advance by an authorized officer of Sun Ridge.

vii. The License granted under this Agreement shall apply only to the object code for the Software. No one using the Software, and no one for whose benefit the Software is being used, shall have the right to use or have access to the source code for the Software, and neither the City nor anyone using the Software pursuant to this License will modify, change, merge, adapt, translate, reverse engineer, decompile, disassemble or prepare derivative works based upon the Software.

viii. The City acknowledges that the Software and the Documentation constitute trade secrets of Sun Ridge. The City agrees to maintain the confidentiality of the Software and the Documentation, and shall take commercially reasonable steps to preserve that confidentiality pursuant to Section 12 of this Agreement.

b. The term of the License shall commence upon Final Acceptance of the Software by the City, and shall continue until the License is terminated as provided below.

i. Sun Ridge may immediately terminate the License in the event of any failure by the City to comply with the terms or conditions of this Agreement by giving written notice of such termination to the City. In the event the City has leased the Software from Sun Ridge, the License will terminate automatically upon termination of the lease. Upon such termination, the City shall immediately cease further use of the Software and will cause all copies of the Software to be destroyed or returned to Sun Ridge.

ii. The City may terminate the License at any time by giving written notice thereof to Sun Ridge and by destroying or returning to Sun Ridge all copies of the Software. The City acknowledges and agrees that any election by the City to terminate the License hereunder will not entitle the City to any refund of amounts paid or compensation of any kind from Sun Ridge.

iii. Upon any termination or expiration of the License, an authorized representative of the City shall certify in writing to Sun Ridge that all copies of the Software and the Documentation which were the subject of the License have either been destroyed or returned to Sun Ridge as required above.

iv. The provisions of Sections 7 and 11 through 13, inclusive, shall survive the expiration or termination of this Agreement.

c. Sun Ridge may, at its option, release updates to or new versions of the Software. If the City elects to obtain any update or new version of the Software, the use of such update or new version will be subject to the terms and conditions of this Agreement.

d. Except as expressly provided in this Agreement, Sun Ridge retains all intellectual property rights and other rights to the Software, Documentation (as defined below), and the source code for the Software.

Section 10. Indemnity and Insurance.

a. Sun Ridge agrees to indemnify, defend, and hold harmless the City and its officers, directors, shareholders, employees, and agents (the "City Indemnified Parties") from any and all claims, demands, liabilities, and costs, including attorney's fees ("Claims"), arising out of or relating to (i) any actual infringement of a third-party's intellectual property rights or (ii) the negligence or willful misconduct of any employee or agent of Sun Ridge occurring during or as a result of Sun Ridge's performance of its obligations hereunder, provided that Sun Ridge shall have no indemnity or other obligations to the City hereunder to the extent any such Claims arise from or are the result of the negligence or other fault of the

City or its employees, agents or other contractors nor shall the foregoing indemnity and hold harmless obligations of Sun Ridge extend to or cover any Claims arising from or relating to claims of defects or errors in the Software or the City's use or misuse of the Software. This indemnity obligation shall survive the expiration, cancellation or termination of this Agreement.

b. During the term of this Agreement, Sun Ridge shall comply with the following insurance requirements:

i. Workers' Compensation. Sun Ridge shall fully comply with the terms of the law of California concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Sun Ridge may have for workers' compensation. Said policy shall also include employer's liability coverage of \$1,000,000 per accident for bodily injury or disease.

ii. General Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement commercial general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury, and property damage personal injury; coverage includes products and completed operations,. Said insurance shall provide (1) that the City, its officers, and employees shall be included as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and non-contributory.

iii. Automobile Liability Insurance. Sun Ridge shall obtain at its sole cost and keep in full force and effect during the term of this Agreement business automobile liability insurance in the amount of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Said insurance shall provide (2) that the policy shall operate as primary insurance, and non-contributory.

iv. Certificates of Insurance. Sun Ridge shall file with City upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the City prior to the effective date of such cancellation, or change in coverage.

Section 11. Termination Rights. Either party may terminate this Agreement upon material breach of any of the terms of this Agreement by the other Party, after first giving the other party written notice of such breach and thirty (30) days to cure. If the breaching party does not cure the breach within the allotted time, the Agreement will be terminated. Upon Termination, each party will return, delete, or destroy any copies, whether tangible or electronic, of Confidential Information obtained from the other party pursuant to this Agreement, including but not limited to any Documentation and any Confidential Information stored on any equipment that may be returned, and certify to the other party in writing within five (5) business days of the termination date that it has done so.

Section 12. Confidential Information. "Confidential Information" means any and all confidential information of a party to this Agreement that is not generally known to or by members of the public, including but not limited to businesses that compete with such a party, including but not limited to the Software and the Documentation pertaining thereto. Confidential Information shall not include information that is now or becomes part of the public domain, is required by applicable law to be disclosed, was already known by the receiving party at the time of disclosure, is independently developed by the receiving party without any use of Confidential Information, or is lawfully obtained from a third party. "Documentation" means those visually

readable materials developed by or for Sun Ridge for use in connection with the Software, in either written or electronic form.

Each party agrees to protect the other party's Confidential Information. Confidential Information will not be used or disclosed except as authorized by the providing party. Confidential Information will be disclosed to employees of the receiving party only on a "need to know" basis and only after such employees are informed of the confidential nature of the information and obligated to maintain confidentiality.

If a party or any party acting on its behalf is required to disclose by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards to produce Confidential Information, that party shall promptly (and prior to such disclosure) notify the other party in writing of such demand or requirement whereupon the parties shall cooperate and take all reasonable acts (without any cost or expense to the notifying party) to exhaust the legal avenues available to maintain the confidentiality of such Confidential Information, unless the party whose Confidential Information is at issue consents to the production and disclosure of such Confidential Information. In all events, only that portion of the Confidential Information specifically requested by the tribunal or person compelling such disclosure shall be provided and no interpretation or analysis of such data prepared for the purpose of such disclosure shall be disclosed unless approved the party whose Confidential Information is at issue or required by law.

Section 13. General Terms.

a. Governing Law. This Agreement will be construed by and enforced in accordance with the laws of the state of California.

b. Arbitration. If a dispute arises from or related to this Agreement or the breach of this Agreement and if such dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation to be held in Sacramento, California, under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration. Thereafter, any unresolved controversy or claim arising from or relating to this Agreement, or breach of this Agreement, shall be settled in arbitration to be held in Sacramento, California. The arbitration will be governed by the Commercial Arbitration Rules of the American Arbitration Association, and the parties shall be allowed discovery in accordance with the California Code of Civil Procedure. If Sun Ridge and the City cannot jointly select a single arbitrator to determine the matter, one arbitrator shall be chosen by each of Sun Ridge and the City (or, if a party fails to make a choice, by the American Arbitration Association on behalf of such party) and the two arbitrators so chosen will select one additional arbitrator. The decision of the single arbitrator jointly selected by Sun Ridge and the City, or, if three arbitrators are selected, the decision of any two of them will be final and binding on the parties and the judgment of a court of competent jurisdiction may be entered on such decision. The prevailing party shall be entitled to recover reasonable fees and expenses resulting from any arbitration proceeding.

c. Severability. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such finding shall not affect the validity, legality, or enforceability of the remaining provisions.

d. Assignment. Parties may not transfer, assign, or sublicense this Agreement, any license hereunder, or any of its rights or duties hereunder to any other person, site or corporation without the prior written consent of the other party. Any attempted transfer, assignment, or sublicense made without prior written consent shall be completely void.

e. Notice. Any notice requested or permitted to be given hereunder shall be sent prepaid, certified mail, return receipt requested, and shall be deemed to have been given on the third (3rd) business day after mailing to the other party as follows: to the City at the address indicated in the initial paragraph of this Agreement; to Sun Ridge Systems at P.O. Box 5071, El Dorado Hills, CA 95762, Facsimile No. (530) 672-2385. Notices may be given by facsimile transmission to such number as may be specified by the party for such purpose and shall be deemed to have been given when transmitted to such number with confirmation of a successful transmission.

f. Independent Contractors. The parties to this Agreement shall constitute independent contractors. Nothing in this Agreement shall be construed as establishing any employment, partnership, joint venture or similar arrangement between the parties, and no party has any authority to commit any other party to any obligation to any other person or entity, unless expressly agreed to in writing signed by such party.

g. Force Majeure. Sun Ridge shall not be responsible for interruption of, interference with, diminution of, or suspension of any of its products or services, including performance failure, which are caused by strike, lockout, riot, epidemics, war, government regulation, fire, flood, natural disaster, acts of God, utility failures, losses or injuries arising directly or indirectly from criminal acts, negligent acts of others, malfunctions or inadequacies of equipment or service not directly within the control of Sun Ridge.

h. Authorization/Entire Agreement/Modification. This Agreement will be effective upon signing by the City and Sun Ridge. This Agreement is the complete and final Agreement of the parties relating to the subject of this Agreement and it replaces and supersedes any prior or contemporaneous oral or written understandings or agreements. No alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

This Agreement has been executed by the parties hereto, from the date shown on the first page.

SUN RIDGE SYSTEMS, INC.

City of Newman

By: _____
Anthony B. Richards
Its: President

By: _____
Its:

Exhibit A

SCOPE OF SOFTWARE/PROJECT SERVICES

Sun Ridge Systems, Inc. will provide the following deliverables.

Software:

RIMS Computer Aided Dispatch Software (multi-agency with Oakdale PD)
RIMS Records Management Software
RIMS Mug Shot and Digital Imaging Software
RIMS Mobile Computer Software
RIMS E911 Link Software
RIMS State (CLETS) Link Software
RIMS In-Station Mapping Software
RIMS Mobile Mapping Software
RIMS Property Room Bar Coding Software
Citizen RIMS Public Access Software
RIMS AutoCite Link Software

Hardware:

Worth Data Bar Code Scanner (1 unit)

Third-Party Software:

No third-party software is provided by Sun Ridge.

Project Schedule:

A project schedule will be defined and mutually agreed to as soon as possible after contract signing.

Scope of Services:

1. **Installation** – Sun Ridge is responsible for the following installation services:
 - Installation of all RIMS Applications (listed above) on servers currently utilized for RIMS at Oakdale PD
 - Confirm proper setup of the City's SQL database as a secondary database on the Oakdale PD servers

- Set up Live, Training and Test RIMS databases
- Installation of the initial In-Station Maps
- Installation of the initial Mobile Maps
- Installation of an initial workstation client
- Installation of an initial mobile client

2. **Integration/Testing** – Sun Ridge is responsible for the following Integration and Testing services:

- Testing of E911 Link Software
- Testing of State Link (aka CLETS) Interface
- Integration/Testing of the Mobile Interface
- Integration/Testing of In Station and Mobile Maps
- Integration/Testing of the RIMS AutoCite Link Software

3. **Installation/Training** - All training is onsite at a City provided location. All training is “end user training” unless specified otherwise. Training days are contiguous. Sun Ridge will provide a training plan prior to the beginning of the CAD Training sessions.

Installation/Initial Setup Training	1 Day
Business Process Review	1 Day
Officer/Mobile Training (2 sessions, 2 days/session)	4 Days
Records Training	1 Day
Administrative Follow-Up Training	1 Day
Evidence/Property Room (1 sessions, .5 day/session)	.5 Day
On-Site Go Live Support (2 staff for 1 day each):	2 Days

4. **Project Management** – Carol Jackson is assigned as the Sun Ridge Project Manager. She will be the point of contact for the coordination of all project activities.

5. **Map Engineering Services** – Sun Ridge will provide map engineering services whereby the City supplied ESRI-based maps will be loaded into RIMS. Sun Ridge will instruct City staff on how to load updates to the maps. Sun Ridge is NOT responsible for the accuracy of the City map source.

6. **Cutover Support** – Two Sun Ridge staff will be on site for 1 day each during the initial cutover to RIMS to ensure that it goes smoothly and to address any problems.

7. **Documentation** - Documentation is installed on the server at the time of software installation. City is free to distribute electronic and hardcopy versions of the documentation as necessary.

City Responsibilities:

- Assign a Project Manager for single point of contact and coordination for Sun Ridge Project Manager.
- Coordinate and schedule resources of the Newman Police Department and IT staff
- Coordinate and schedule resources of the Oakdale Police Department and IT staff
- Provide the requisite high speed data link between the Oakdale PD servers and workstations located at Newman PD (or other locations designated by Newman PD)
- Provide all requisite hardware meeting at least the minimal hardware requirements specified by Sun Ridge Systems, Inc.
- Provide (either directly or via Oakdale PD) system and other third party software including SQL, Terminal Services, PDF Factory, ERSI, Windows Server 2000/2003/2008 (64 bit)
- Provide data communications infrastructure (network, mobiles, internet, intranet)
- Coordinate testing of the CLETS Message Switch
- Complete, submit and gain approval of updated DOJ CLETS application
- Contact third parties (E911 provider, DOJ, County IT, AutoCite) and coordinate their schedules and costs they may charge you to provide their portion of the project.
- Provide ongoing Map Maintenance
- Provide Geofile (aka "street file") source and build-out
- Ensure accuracy of the geofile
- Provide initial map source file
- Ensure accuracy of the map source
- Assign System Administrators
- Ensure all user maintained tables are completed prior to the start of training
- Provide training facilities, workstations and ensure access to RIMS training database from the training location
- Assign senior personnel to classes to present any changes in business processes to line staff
- Assume all costs for potential City staff overtime required to complete the project per agreed to project schedule
- Purchase a minimum of one (1) DYMO LabelWriter 450 Turbo Label Printer and minimum one (1) month supply of Dymo Labels # 30256

Exhibit B – Contract Amount

Item	Price
RIMS Computer-Aided Dispatch Software	\$10,000
RIMS Records Management Software	\$24,000
RIMS Mug Shot and Digital Imaging Software	\$ 4,000
RIMS Mobile Computer Software	\$ 8,000
RIMS E911 Link Software	\$ 1,500
RIMS State Link Software (CLETS)	\$ 1,000
RIMS In Station Mapping Software	\$ 3,000
RIMS Mobile Mapping Software	\$ 1,000
RIMS Property Room Bar Coding Software	\$ 4,000
Citizen RIMS Public Access Software	\$ 2,900
RIMS AutoCite Link Software	\$ 1,000
Worth Data Bar Coding Equipment	\$ 1,700
Installation and Training	\$29,881
First Year Support and Updates	\$ 9,060
California Sales Tax (on Bar Coding Hardware Only)	\$ 129
TOTAL	\$101,170
Total Financed Amount (at 4% interest over 5 years)	\$ 99,335
Total Annual Support Amount (5 years)	\$ 45,300

Exhibit C – Support Services Agreement

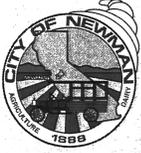
1. **Coverage Hours.** Sun Ridge will provide a toll free phone number for City to call whenever a Software problem occurs. Normal service hours are Monday-Friday, 8AM-5PM PST, common holidays excepted. However, for critical problems preventing basic system operation service will be available 24 hours, 7 days a week, holidays included.
2. **Sun Ridge Response to reported problems.** Sun Ridge shall provide service and assistance as follows:
 - a. Most problems will be resolved with the initial phone call.
 - b. For problems that cannot be immediately resolved, Sun Ridge will work to resolve the problem based on the severity of the problem and the urgency reported by City.
 - c. For problems in which the City's system is completely inoperable due to a Sun Ridge software problem, Sun Ridge personnel will work with City continuously until the situation is resolved.
 - d. For problems that have a lesser though continuing impact on operations of City, Sun Ridge will endeavor to provide a solution or work around within 72 hours.
 - e. For lower priority problems Sun Ridge may, at its discretion, either issue a near term "fix release" of the product or include the fix in the next scheduled product release.
3. **Required City equipment and software.** City shall provide a method for Sun Ridge to remotely connect to City's system when a problem is reported. Remote access must be available via the Internet via one of the following methods: Cisco and Sonic Wall VPN clients, Microsoft Terminal Services, Remote Administrator, VNC, and Citrix. Other arrangements for access to City system may also be possible upon request.

City will be responsible for all costs associated with installing and maintaining this connection. Sun Ridge will use this line only with City's permission.

Sun Ridge will use this link to connect to City's system to examine data files, update and repair them when necessary, and download maintenance-related logs automatically maintained by the RIMS software. Sun Ridge will also use this line to upload fixes to problems to City's system when appropriate.
4. **Limitations.** Sun Ridge will provide support only for public safety application software provided by Sun Ridge. Other software used by City (word processing, spreadsheet, etc.) is not included in this Agreement. PC and network operating system software and Microsoft SQL Server database system software is similarly not included, although Sun Ridge may assist City in isolating problems to this software. Also specifically excluded is responsibility for administration, support, or maintenance of your server, computer network, operating systems, or database (Microsoft SQL Server).

City may purchase support services outside the limitations of this agreement at the then current Sun Ridge hourly labor rate.

This Agreement does not include equipment maintenance or assistance in diagnosing hardware problems including but not limited to PCs, printers, scanners and other computer peripheral devices with the exception that Sun Ridge will assist City in determining whether a problem is RIMS application software in nature.



AGENDA
NEWMAN PLANNING COMMISSION
REGULAR MEETING OF SEPTEMBER 18, 2014
CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET

SEPTEMBER 18, 2014 MEETING CANCELLED