AGENDA
NEWMAN CITY COUNCIL
REGULAR MEETING APRIL 14, 2015
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**

   a. Proclamation – Library Week.

7. **Items from the Public - Non-Agenda Items.**

8. **Consent Calendar**

   a. Waive All Readings Of Ordinances And Resolutions Except By Title.
   b. Approval Of Warrants. (View Warrant Register)
   c. Approval Of Minutes Of The March 24, 2015 Meeting. (View Minutes)

9. **Public Hearings**

   a. Adopt Resolution No. 2015- , A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4. (View Minutes)

10. **Regular Business**

   a. Adopt Resolution No. 2015- , A Resolution Of Concurrence And Support Of The Stanislaus County CDBG Fiscal Year 2015-2016 Annual Action And 2015-2020 Consolidated Plans. (View Minutes)

   b. Adopt Resolution No. 2015- , Awarding The Highway 33 And Inyo Avenue Intersection Improvements Project – Cultural Resources Studies To Garcia And Associates, And Authorize The City Manager To Execute Said Agreement And Associated Documents. (View Minutes)

   c. Adopt Resolution No. 2015- , Initiating Proceedings For The Levy And Collection Of Assessments For The Lighting And Landscape Maintenance District For Fiscal Year 2015/2016 And Ordering Preparation Of The Engineer's Report. (View Minutes)

   d. Adopt Resolution No. 2015- , Authorizing The City Manager To Sign An Agreement With NBS To Conduct A Community Facility District Feasibility Analysis. (View Minutes)

   e. Consider A CDBG Funding Share Agreement With City Of Waterford. (View Minutes)

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

April 6–11 – Spring Clean-Up Week.
April 14 – City Council - 7:00 P.M.
April 9 – Recreation Commission – Cancelled
April 15 – Tax Day
April 16 – Planning Commission – Cancelled
April 20 – NCLUSD Board Meeting - 6:00 P.M.
April 27 – Community Committee Meeting - 6:00 P.M.
April 28 – City Council - 7:00 P.M.

Proclamation

of the Mayor of the City of Newman

WHEREAS, reading and literacy are cornerstones of a free and democratic society; and,

WHEREAS, libraries support democracy and effect social change through their commitment to providing equitable access to information for all library users regardless of race, ethnicity, creed, ability, sexual orientation, or socio-economic status; and,

WHEREAS, literacy is key to achieving personal success in school, in business and in life; and,

WHEREAS, libraries and librarians open up a world of possibilities through innovative programming and through the power of reading; and,

WHEREAS, librarians are trained, tech-savvy professionals, providing technology training and access to technologies; and,

WHEREAS, libraries offer 24/7 access to library services through online resources such as eBooks, eMagazines, downloadable audiobooks, music, and movies, online language instruction, and research databases; and

WHEREAS, libraries partner with parents and caregivers to empower children with the knowledge and skills necessary for successful participation in school,

WHEREAS, libraries continually grow and evolve in how they provide for the needs of every member of their communities; and,

WHEREAS, librarians are actively building partnerships in the community and reaching out to parents, children and low-literate adults; and,

WHEREAS, libraries provide free resources such as employment searches, test preparation materials and computer training classes; and,

WHEREAS, libraries, librarians, library workers and supporters in Stanislaus County are celebrating National Library Week.

NOW, THEREFORE, I, Ed Katen, Mayor of the City of Newman do hereby proclaim April 12th-18th, 2015, as National Library Week in the City of Newman and urge everyone to visit libraries and to take advantage of the wonderful resources they provide.

Signed _____

CITY OF NEWMAN
NEWMAN
AGRICULTURE
DAIRY
1888

Void Check Register
March 23, 2015

Verndor No	Vendor Name	Account	Invoice	Description		Amount	Check Date	Check Number
MER07	Merced County Tax Collector	60-50-6680	054-050-022	Property tax for 054-050-022	$	4,334.16	3/6/2015	107027
MER07	Merced County Tax Collector	60-50-6680	054-060-011	Property tax for 054-060-011	$	2,645.22	3/6/2015	107027
					$	**6,979.38**		**107027 Total**
					$	**6,979.38**		**Grand Total**

ACH Register for Council
March 24, 2015

Vendor Number	Vendor Name	Account No	Invoice No	Description		Amount	ACH Check	Check date
SJV01	SJVIA	10-00-2260	April 2015	Health insurance premium/April 2015	$	15,784.02	TRUE	3/31/2015
					$	**15,784.02**	**TRUE Total**	
					$	**15,784.02**	**Grand Total**	

Manual Check Register
March 31, 2015

Vendor	Fund-Dept-Acct		Amount	Check #	Check Date	Description
BUSINESS CARD	10-21-6690	$	35.03	107132	3/23/2015	Meals/PD
BUSINESS CARD	10-21-6690	$	38.26	107132	3/23/2015	Lunch with Oakdale PD
BUSINESS CARD	10-45-6730	$	412.20	107132	3/23/2015	Youth basketball awards
BUSINESS CARD	10-21-6695	$	928.40	107132	3/23/2015	Lodging/in-service training/Short
BUSINESS CARD	10-21-6200	$	10.00	107132	3/23/2015	ScheduleBase 2-19-15 to 3-19-15
		$	**1,423.89**	**107132 Total**		
		$	**1,423.89**	**Grand Total**		

Manual Check Register
April 10, 2015

Vendor	Fund-Dept-Acct	Amount	Check #	Check Date	Description
CWEA	60-50-6690	$ 75.00	107145	4/2/2015	Training class/CWEA workshop/Millan/Garcia
CWEA	63-56-6690	$ 65.00	107145	4/2/2015	Training class/CWEA workshop/Millan/Garcia
		$ 140.00	**107145 Total**		
		$ 140.00	**Grand Total**		

AP Check Register
April 10, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
Advanced Building Cleaners, Inc.	10-33-6200	107157	$ 3,634.02	4/10/2015	Street sweeping service/March 2015
		107157 Total	**$ 3,634.02**		
AT&T MOBILITY	10-02-6420	107158	$ 33.70	4/10/2015	Cell phone usage 2-06-15 to 3-05-15
AT&T MOBILITY	10-03-6420	107158	$ 34.44	4/10/2015	Cell phone usage 2-06-15 to 3-05-15
AT&T MOBILITY	10-06-6420	107158	$ 95.42	4/10/2015	Cell phone usage 2-06-15 to 3-05-15
AT&T MOBILITY	10-07-6420	107158	$ 8.84	4/10/2015	Cell phone usage 2-06-15 to 3-05-15
AT&T MOBILITY	10-14-6420	107158	$ 47.06	4/10/2015	Cell phone usage 2-06-15 to 3-05-15
AT&T MOBILITY	10-21-6420	107158	$ 432.14	4/10/2015	Cell phone usage 2-06-15 to 3-05-15
AT&T MOBILITY	10-21-6420	107158	$ 216.00	4/10/2015	Mobile access patrol units 2-03-15 to 3-02-15
AT&T MOBILITY	10-22-6420	107158	$ 25.67	4/10/2015	Cell phone usage 2-06-15 to 3-05-15
AT&T MOBILITY	10-33-6420	107158	$ 31.76	4/10/2015	Cell phone usage 2-06-15 to 3-05-15
AT&T MOBILITY	10-44-6420	107158	$ 29.47	4/10/2015	Cell phone usage 2-06-15 to 3-05-15
AT&T MOBILITY	10-45-6420	107158	$ 81.94	4/10/2015	Cell phone usage 2-06-15 to 3-05-15
AT&T MOBILITY	22-20-6420	107158	$ 3.53	4/10/2015	Cell phone usage 2-06-15 to 3-05-15
AT&T MOBILITY	60-50-6420	107158	$ 281.94	4/10/2015	Cell phone usage 2-06-15 to 3-05-15
AT&T MOBILITY	63-56-6420	107158	$ 181.93	4/10/2015	Cell phone usage 2-06-15 to 3-05-15
AT&T MOBILITY	69-47-6420	107158	$ 10.43	4/10/2015	Cell phone usage 2-06-15 to 3-05-15
		107158 Total	**$ 1,514.27**		
AT&T	10-07-6665	107159	$ 15.70	4/10/2015	Telephone line @ museum 2-13-15 to 3-12-15
AT&T	10-14-6420	107159	$ 5.94	4/10/2015	Analog line @ city hall 2-13-15 to 3-12-15
AT&T	10-14-6420	107159	$ 48.67	4/10/2015	Telephone line for fire alarm @ CH 2-13-15 to 3-12-15
AT&T	10-21-6420	107159	$ 139.21	4/10/2015	Emergency dispatch line @ PD 2-20-15 to 3-19-15
AT&T	10-21-6420	107159	$ 342.79	4/10/2015	Telephone service from PD to 442 Hackett Rd 2-20-15 to 3-19-15
AT&T	10-21-6420	107159	$ 18.30	4/10/2015	Telephone service/fax @ PD 2-13-15 to 3-12-15
AT&T	60-50-6420	107159	$ 5.94	4/10/2015	Analog line @ city hall 2-13-15 to 3-12-15
AT&T	60-50-6420	107159	$ 17.27	4/10/2015	Telephone fax line @ WWTP 2-13-15 to 3-12-15
AT&T	63-56-6420	107159	$ 5.93	4/10/2015	Analog line @ city hall 2-13-15 to 3-12-15
AT&T	63-56-6420	107159	$ 48.30	4/10/2015	Telephone line for SCADA system 2-13-15 to 3-12-15
		107159 Total	**$ 648.05**		
Baker Supplies and Repairs	10-33-6200	107160	$ 83.07	4/10/2015	Serviced Honda pressure washer/sparks plug/air filter/nozzle kit
Baker Supplies and Repairs	69-47-6200	107160	$ 83.07	4/10/2015	Serviced Honda pressure washer/sparks plug/air filter/nozzle kit
		107160 Total	**$ 166.14**		
BERTOLOTTI DISPOSAL	10-00-5080	107161	$ (11,494.21)	4/10/2015	Bertolotti franchise fee/March 2015
BERTOLOTTI DISPOSAL	10-00-5730	107161	$ 15,599.28	4/10/2015	Reclass Bertolotti Franchise fee/March 2015
BERTOLOTTI DISPOSAL	10-00-5733	107161	$ (4,105.07)	4/10/2015	Street sweeping fee/March 2015
BERTOLOTTI DISPOSAL	10-41-6200	107161	$ 61,576.10	4/10/2015	Garbage service/March 2015
		107161 Total	**$ 61,576.10**		
BERTOLOTTI DISPOSAL	10-33-6220	107162	$ 78.00	4/10/2015	Bin rental @ corp yard

AP Check Register
April 10, 2015

Vendor	Fund-Dept-Acct	Check #		Amount	Check date	Description
		107162 Total	**$**	**78.00**		
B G AUTO	10-22-6530	107163	$	326.10	4/10/2015	3 batteries for water tender #60
B G AUTO	60-50-6530	107163	$	18.62	4/10/2015	Hitch
B G AUTO	62-60-6225	107163	$	5.50	4/10/2015	Glass cleaner
		107163 Total	**$**	**350.22**		
Bohannon Insurance Group	10-00-2260	107164	$	803.11	4/10/2015	Professional services for March 2015
		107164 Total	**$**	**803.11**		
BURTON'S FIRE, INC	10-22-6530	107165	$	1,123.60	4/10/2015	Replaced LS aux intake drain valve & DS pump panel guage/E-27
		107165 Total	**$**	**1,123.60**		
CALIFORNIA RURAL WATER	63-56-6690	107166	$	250.00	4/10/2015	Registration for Water Treatment Certification Review/Stonebarge
		107166 Total	**$**	**250.00**		
CALIFORNIA CONSULTING, LL	10-02-6200	107167	$	1,000.00	4/10/2015	Grant writing/Lobbying
CALIFORNIA CONSULTING, LL	60-50-6200	107167	$	1,000.00	4/10/2015	Grant writing/Lobbying
CALIFORNIA CONSULTING, LL	63-56-6200	107167	$	1,000.00	4/10/2015	Grant writing/Lobbying
		107167 Total	**$**	**3,000.00**		
Canon Solutions America, Inc.	10-21-6200	107168	$	33.42	4/10/2015	Copier copy charges & maintenance fee 2-1-15 to 2-28-15/PD
		107168 Total	**$**	**33.42**		
Canon Financial Services, Inc.	10-14-6200	107169	$	106.06	4/10/2015	Copier lease payment/Finance
Canon Financial Services, Inc.	10-21-6200	107169	$	196.96	4/10/2015	Copier lease payment/PD
Canon Financial Services, Inc.	60-50-6200	107169	$	86.70	4/10/2015	Copier lease payment/PW
Canon Financial Services, Inc.	60-50-6200	107169	$	106.06	4/10/2015	Copier lease payment/Finance
Canon Financial Services, Inc.	63-56-6200	107169	$	86.70	4/10/2015	Copier lease payment/PW
Canon Financial Services, Inc.	63-56-6200	107169	$	106.06	4/10/2015	Copier lease payment/Finance
		107169 Total	**$**	**688.54**		
CARTER JEFF	68-68-7722	107170	$	100.00	4/10/2015	
		107170 Total	**$**	**100.00**		
CBA (ADMIN FEES)	10-00-2261	107171	$	227.50	4/10/2015	Dental-vision admin fees/April 2015
		107171 Total	**$**	**227.50**		
CENTRAL SANITARY SUPPLY	10-07-6300	107172	$	9.53	4/10/2015	
CENTRAL SANITARY SUPPLY	10-07-6300	107172	$	5.00	4/10/2015	
CENTRAL SANITARY SUPPLY	10-07-6665	107172	$	4.76	4/10/2015	
CENTRAL SANITARY SUPPLY	10-07-6665	107172	$	2.50	4/10/2015	
CENTRAL SANITARY SUPPLY	10-21-6300	107172	$	9.53	4/10/2015	
CENTRAL SANITARY SUPPLY	10-21-6300	107172	$	5.01	4/10/2015	
CENTRAL SANITARY SUPPLY	10-22-6300	107172	$	4.77	4/10/2015	
CENTRAL SANITARY SUPPLY	10-22-6300	107172	$	2.50	4/10/2015	
CENTRAL SANITARY SUPPLY	10-44-6300	107172	$	4.76	4/10/2015	
CENTRAL SANITARY SUPPLY	10-44-6300	107172	$	2.50	4/10/2015	
CENTRAL SANITARY SUPPLY	10-44-6660	107172	$	38.12	4/10/2015	
CENTRAL SANITARY SUPPLY	10-44-6660	107172	$	20.01	4/10/2015	

AP Check Register
April 10, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
CENTRAL SANITARY SUPPLY	10-44-6670	107172	$ 19.07	4/10/2015	
CENTRAL SANITARY SUPPLY	10-44-6670	107172	$ 10.00	4/10/2015	
CENTRAL SANITARY SUPPLY	10-46-6300	107172	$ 4.77	4/10/2015	
CENTRAL SANITARY SUPPLY	10-46-6300	107172	$ 2.50	4/10/2015	
		107172 Total	**$ 145.33**		
COELHO CARL J. (CHUCK)	10-22-6690	107173	$ 50.00	4/10/2015	
		107173 Total	**$ 50.00**		
Comcast	10-21-6420	107174	$ 148.65	4/10/2015	Dispatch line between Newman and Oakdale 3-21-15 to 4-20-15
		107174 Total	**$ 148.65**		
COMCAST CABLE	10-21-6200	107175	$ 41.28	4/10/2015	High speed internet/PD
COMCAST CABLE	60-50-6200	107175	$ 41.28	4/10/2015	High speed internet/sewer
COMCAST CABLE	63-56-6200	107175	$ 41.28	4/10/2015	High speed internet/water
		107175 Total	**$ 123.84**		
CROP PRODUCTION SERVICES	60-50-6230	107176	$ 3,365.43	4/10/2015	2650 lbs Treflan for WWTP
CROP PRODUCTION SERVICES	60-50-6300	107176	$ 1,168.41	4/10/2015	30 gals Credit/4 gals Activator/15 gals Amine
		107176 Total	**$ 4,533.84**		
CSG Consultants, Inc	10-23-6215	107177	$ 11,615.15	4/10/2015	Building permit issuances/March 2015
CSG Consultants, Inc	10-23-6215	107177	$ 2,134.86	4/10/2015	Plan check services/March 2015
CSG Consultants, Inc	10-23-6215	107177	$ 90.00	4/10/2015	Real Estate inspection/March 2015
CSG Consultants, Inc	10-23-6215	107177	$ 30.00	4/10/2015	Hourly inspect/610 Sweetgum Lane
CSG Consultants, Inc	10-23-6243	107177	$ 75.00	4/10/2015	Bus Lic inspect-Anything Bling-Guerrero's Tire-Newman Appliance
		107177 Total	**$ 13,945.01**		
Dave's Drain Cleaning & Plumbing	10-07-6200	107178	$ 85.00	4/10/2015	Snaked main sewer line @ PD
Dave's Drain Cleaning & Plumbing	69-47-6200	107178	$ 85.00	4/10/2015	Removed & cleaned urinal valve @ Barrington Park
		107178 Total	**$ 170.00**		
DISH NETWORK	10-22-6200	107179	$ 8.38	4/10/2015	Monthly price increase on Business preferred TV package/FD
		107179 Total	**$ 8.38**		
Division of the State Architect	10-00-2601	107180	$ 39.00	4/10/2015	SB1186 fee payable Jan-March 2015
Division of the State Architect	10-00-5095	107180	$ (27.30)	4/10/2015	SB1186 fees payable Jan-March 2015/retention
		107180 Total	**$ 11.70**		
E&M ELECTRIC, INC.	10-07-6200	107181	$ 96.31	4/10/2015	Replaced electric outlet @ Forbus Barber shop
E&M ELECTRIC, INC.	10-44-6200	107181	$ 298.18	4/10/2015	15 Tungsten halogen light bulbs/Matteri Field
		107181 Total	**$ 394.49**		
ECONOMIC TIRE SHOP	60-50-6530	107182	$ 29.00	4/10/2015	Mounted 2 tires on UTV#2
ECONOMIC TIRE SHOP	63-56-6530	107182	$ 386.86	4/10/2015	2 new tires
		107182 Total	**$ 415.86**		
Edwards Sarelle	10-00-2841	107183	$ 20.00	4/10/2015	Refund Pioneer Park deposit/S. Edwards
		107183 Total	**$ 20.00**		
ENVIRONMENTAL TECHNIQUES	60-50-6300	107184	$ 4,962.20	4/10/2015	Bio-dredging service @ WWTP/Basin #2

AP Check Register
April 10, 2015

Vendor	Fund-Dept-Acct	Check #		Amount	Check date	Description
		107184 Total	**$**	**4,962.20**		
FERGUSON ENTERPRISES, INC	10-33-6300	107185	$	305.98	4/10/2015	Supplies for street sewer covers
FERGUSON ENTERPRISES, INC	63-56-6300	107185	$	1,336.46	4/10/2015	10 water meters with couplings and wraps
		107185 Total	**$**	**1,642.44**		
FRANKLIN PET CEMETERY & C	10-21-6208	107186	$	12.00	4/10/2015	Animal disposal clinic
FRANKLIN PET CEMETERY & C	10-21-6208	107186	$	17.60	4/10/2015	Animal disposal clinic
		107186 Total	**$**	**29.60**		
Garcia Norma	10-00-5521	107187	$	45.00	4/10/2015	Refund Pioneer Park rent/cancelled use/Norma Garcia
		107187 Total	**$**	**45.00**		
GEORGE W. LOWRY, INC	10-33-6500	107188	$	71.51	4/10/2015	250 gals gasoline delivered @ WWTP
GEORGE W. LOWRY, INC	10-44-6500	107188	$	136.00	4/10/2015	250 gals gasoline delivered @ WWTP
GEORGE W. LOWRY, INC	60-50-6500	107188	$	658.95	4/10/2015	250 gallons red dyed diesel delivered @ WWTP
GEORGE W. LOWRY, INC	60-50-6500	107188	$	71.50	4/10/2015	250 gals gasoline delivered @ WWTP
GEORGE W. LOWRY, INC	60-50-6500	107188	$	925.48	4/10/2015	250 gals gasoline delivered @ WWTP
GEORGE W. LOWRY, INC	63-56-6500	107188	$	71.50	4/10/2015	250 gals gasoline delivered @ WWTP
		107188 Total	**$**	**1,934.94**		
Hanson Aggregates, Inc	10-33-6300	107189	$	74.95	4/10/2015	1 ton hot mix for pot hole repair
		107189 Total	**$**	**74.95**		
HD Supply Waterworks, Nationwide	63-56-6300	107190	$	386.76	4/10/2015	Couplings and saddles for water department
		107190 Total	**$**	**386.76**		
IDEXX LABORATORIES, INC.	63-56-6300	107191	$	345.84	4/10/2015	Water testing supplies
		107191 Total	**$**	**345.84**		
IRRIGATION DESIGN & CONST	60-50-6300	107192	$	13.43	4/10/2015	PVC glue
IRRIGATION DESIGN & CONST	60-50-6300	107192	$	56.96	4/10/2015	Tyvel coveralls for WWTP
IRRIGATION DESIGN & CONST	69-47-6300	107192	$	3.11	4/10/2015	PVC coupling/Poly nipple
IRRIGATION DESIGN & CONST	69-47-6300	107192	$	19.79	4/10/2015	2 PVC molded unions
		107192 Total	**$**	**93.29**		
JOE'S LANDSCAPING & CONCR	69-47-6200	107193	$	295.97	4/10/2015	Bobcat rental for Sherman Ditch
		107193 Total	**$**	**295.97**		
KAISER PERMANENTE	10-00-2260	107194	$	3,142.81	4/10/2015	Health insurance premium/May 2015
		107194 Total	**$**	**3,142.81**		
LOCAL GOV. COMMISSION	10-02-6635	107195	$	75.00	4/10/2015	Associate membership annual dues 4-2015 to 4-2016/Holland
		107195 Total	**$**	**75.00**		
Modesto Alarm, Inc	10-07-6200	107196	$	360.00	4/10/2015	12 months alarm monitoring/938 Fresno St
		107196 Total	**$**	**360.00**		
Moreno Soledad	10-00-2841	107197	$	80.00	4/10/2015	Refund Sherman Park deposit/Moreno
		107197 Total	**$**	**80.00**		
NBS	69-47-6200	107198	$	2,447.41	4/10/2015	Quarterly administration fees 4-1-15 to 6-30-15/LLD
		107198 Total	**$**	**2,447.41**		

AP Check Register
April 10, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
Newman Lions Club	10-00-2840	107199	$ 75.00	4/10/2015	Refund Memorial Bldg deposit/cancelled use
Newman Lions Club	10-00-5510	107199	$ 125.00	4/10/2015	Refund Memorial Bldg rent/cancelled use
		107199 Total	**$ 200.00**		
NEWMAN SMOG AND LUBE	10-21-6530	107200	$ 49.62	4/10/2015	Lube, oil and filter change 2011 Tahoe
NEWMAN SMOG AND LUBE	10-21-6530	107200	$ 1,412.34	4/10/2015	Removed & replace valve lifter oil manifold/lube/oil chn07 Tahoe
NEWMAN SMOG AND LUBE	10-21-6530	107200	$ 615.85	4/10/2015	Removed & replaced fuel pump/06 Charger
NEWMAN SMOG AND LUBE	10-21-6530	107200	$ 51.63	4/10/2015	Lube, oil and filter change/2014 Charger
NEWMAN SMOG AND LUBE	10-21-6530	107200	$ 510.45	4/10/2015	Lube, oil & filter change/front brakes/2013 Charger
NEWMAN SMOG AND LUBE	10-21-6530	107200	$ 51.63	4/10/2015	Lube, oil and filter change/06 Charger
		107200 Total	**$ 2,691.52**		
Newman City Tow Service, Inc	10-22-6530	107201	$ 150.00	4/10/2015	Towing service for pickup/Fire Dept
		107201 Total	**$ 150.00**		
NEWMAN ACE HARDWARE/JACT,	10-07-6300	107202	$ 4.82	4/10/2015	key tags/pop-up sprinkler
NEWMAN ACE HARDWARE/JACT,	10-21-6300	107202	$ 10.75	4/10/2015	phone cord
NEWMAN ACE HARDWARE/JACT,	10-33-6300	107202	$ 183.42	4/10/2015	Lawn food/lubricant/oil/chain loop/
NEWMAN ACE HARDWARE/JACT,	10-44-6300	107202	$ 118.20	4/10/2015	drill bit/chainsaw oil/nozzle gun/lawn food/edger blade
NEWMAN ACE HARDWARE/JACT,	60-50-6300	107202	$ 167.09	4/10/2015	Bird spike/trash bags/cleaners/rope/pliers/
NEWMAN ACE HARDWARE/JACT,	63-56-6300	107202	$ 26.42	4/10/2015	Drill bit/hose clamp
NEWMAN ACE HARDWARE/JACT,	63-56-6300	107202	$ (16.13)	4/10/2015	Credit for batteries returned
NEWMAN ACE HARDWARE/JACT,	69-47-6300	107202	$ 71.23	4/10/2015	blade recip/tape/spraypaint/batteries/brush
		107202 Total	**$ 565.80**		
Nino's Auto Repair	60-50-6530	107203	$ 22.23	4/10/2015	Replaced fuel filter
Nino's Auto Repair	60-50-6530	107203	$ 43.59	4/10/2015	Oil & filter change/balance & rotate tires
Nino's Auto Repair	63-56-6530	107203	$ 43.59	4/10/2015	Oil & filter change/balance & rotate tires
Nino's Auto Repair	69-47-6530	107203	$ 22.23	4/10/2015	Replaced fuel filter
		107203 Total	**$ 131.64**		
NORMAC, INC.	69-47-6300	107204	$ 226.01	4/10/2015	3 Rainbird 150-PEB valves
		107204 Total	**$ 226.01**		
OPERATING ENGINEERS/	10-00-2260	107205	$ 731.00	4/10/2015	Health Insurance premium/May 2015
		107205 Total	**$ 731.00**		
OSNER GEORGE	40-06-6245	107206	$ 196.00	4/10/2015	For services in connection with Master Plan Area #3
OSNER GEORGE	60-50-6200	107206	$ 84.00	4/10/2015	For services with CEQA for WWTP
		107206 Total	**$ 280.00**		
Otis Elevator Company	10-07-6200	107207	$ 579.33	4/10/2015	Elevator service contract 4-1-15 to 6-30-15
		107207 Total	$ 579.33		
OTTMAN FARMS, INC	60-50-6230	107208	$ 1,596.00	4/10/2015	Alfalfa spraying @ WWTP
		107208 Total	**$ 1,596.00**		
CITY OF PATTERSON	10-03-6200	107209	$ 660.00	4/10/2015	City council mtg video reimbursement/March 2015
		107209 Total	**$ 660.00**		
PERRY LANCE	60-50-6690	107210	$ 60.00	4/10/2015	Per diem/CRWA 2015 Education and Exhibitor Expo/Perry

AP Check Register
April 10, 2015

Vendor	Fund-Dept-Acct	Check #		Amount	Check date	Description
		107210 Total	**$**	**60.00**		
P G & E	10-07-6410	107211	$	938.59	4/10/2015	Gas and electric usage 2-17-15 to 3-17-15
P G & E	10-07-6665	107211	$	68.94	4/10/2015	Gas and electric usage 2-17-15 to 3-17-15
P G & E	10-21-6510	107211	$	30.18	4/10/2015	Natural gas pumped @ CNG 2-10-15 to 3-14-15
P G & E	10-22-6410	107211	$	262.91	4/10/2015	Gas and electric usage 2-17-15 to 3-17-15
P G & E	10-33-6410	107211	$	4,880.64	4/10/2015	Gas and electric usage 2-17-15 to 3-17-15
P G & E	10-33-6510	107211	$	90.53	4/10/2015	Natural gas pumped @ CNG 2-10-15 to 3-14-15
P G & E	10-44-6410	107211	$	619.41	4/10/2015	Gas and electric usage 2-17-15 to 3-17-15
P G & E	10-44-6510	107211	$	60.34	4/10/2015	Natural gas pumped @ CNG 2-10-15 to 3-14-15
P G & E	10-44-6660	107211	$	153.22	4/10/2015	Gas and electric usage 2-17-15 to 3-17-15
P G & E	10-44-6670	107211	$	171.00	4/10/2015	Gas and electric usage 2-17-15 to 3-17-15
P G & E	10-45-6410	107211	$	102.95	4/10/2015	Gas and electric usage 2-17-15 to 3-17-15
P G & E	10-46-6410	107211	$	264.37	4/10/2015	Gas and electric usage 2-17-15 to 3-17-15
P G & E	60-50-6410	107211	$	19,814.94	4/10/2015	Gas and electric usage 2-17-15 to 3-17-15
P G & E	60-50-6510	107211	$	30.18	4/10/2015	Natural gas pumped @ CNG 2-10-15 to 3-14-15
P G & E	62-60-6411	107211	$	240.26	4/10/2015	Gas and electric usage 2-17-15 to 3-17-15
P G & E	62-60-6412	107211	$	693.96	4/10/2015	Gas and electric usage 2-17-15 to 3-17-15
P G & E	63-56-6410	107211	$	7,390.75	4/10/2015	Gas and electric usage 2-17-15 to 3-17-15
P G & E	63-56-6510	107211	$	30.18	4/10/2015	Natural gas pumped @ CNG 2-10-15 to 3-14-15
P G & E	69-47-6410	107211	$	3,164.13	4/10/2015	Gas and electric usage 2-17-15 to 3-17-15
		107211 Total	**$**	**39,007.48**		
PITNEY BOWES, Inc	10-14-6330	107212	$	42.06	4/10/2015	postage meter rent
PITNEY BOWES, Inc	60-50-6330	107212	$	41.94	4/10/2015	postage meter rent
PITNEY BOWES, Inc	63-56-6330	107212	$	41.93	4/10/2015	postage meter rent
		107212 Total	**$**	**125.93**		
R-SAFE SPECIALTY	10-33-6300	107213	$	92.02	4/10/2015	10 traffic flags with dowels
R-SAFE SPECIALTY	10-44-6300	107213	$	18.30	4/10/2015	3 pairs safety glasses
R-SAFE SPECIALTY	60-50-6300	107213	$	95.79	4/10/2015	Nitrile gloves
		107213 Total	**$**	**206.11**		
RALEY'S IN STORE CHARGE	10-01-6690	107214	$	16.59	4/10/2015	Supplies for Community Committe meeting
RALEY'S IN STORE CHARGE	10-01-6690	107214	$	10.98	4/10/2015	Supplies for Community Committe meeting
RALEY'S IN STORE CHARGE	10-14-6300	107214	$	4.98	4/10/2015	Sugar/Coffee Mate/sweetner
RALEY'S IN STORE CHARGE	10-46-6300	107214	$	37.66	4/10/2015	Sugar cubes/Coffee/Foam cups/spoons
RALEY'S IN STORE CHARGE	60-50-6300	107214	$	4.98	4/10/2015	Sugar/Coffee Mate/sweetner
RALEY'S IN STORE CHARGE	63-56-6300	107214	$	4.98	4/10/2015	Sugar/Coffee Mate/sweetner
		107214 Total	**$**	**80.17**		
RANGEL FENCE COMPANY	60-50-6200	107215	$	750.00	4/10/2015	Repaired fence @ WWTP after accident of 3-14-15
		107215 Total	**$**	**750.00**		
SAFE-T-LITE	10-33-6300	107216	$	26.76	4/10/2015	6 pair safety glasses
SAFE-T-LITE	10-44-6300	107216	$	26.77	4/10/2015	6 pair safety glasses

AP Check Register
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Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
SAFE-T-LITE	69-47-6300	107216	$ 139.87	4/10/2015	Eye & eye flat slings
		107216 Total	**$ 193.40**		
Soundscapes Electric Security & Audio Video	10-07-6200	107217	$ 195.00	4/10/2015	Three months fire alarm monitoring @ city hall 4-1-15 to 6-30-15
		107217 Total	**$ 195.00**		
Stanislaus County Dept of Environmental Resources	10-33-6200	107218	$ 218.56	4/10/2015	Generator/hazardous materials/CUPA @ Corp yrd 1-1-15 to 12-31-15
Stanislaus County Dept of Environmental Resources	10-44-6200	107218	$ 109.28	4/10/2015	Generator/hazardous materials/CUPA @ Corp yrd 1-1-15 to 12-31-15
Stanislaus County Dept of Environmental Resources	60-50-6200	107218	$ 272.00	4/10/2015	Generator/hazardous materials/CUPA @ WWTP 1-1-15 to 12-31-15
Stanislaus County Dept of Environmental Resources	69-47-6200	107218	$ 109.28	4/10/2015	Generator/hazardous materials/CUPA @ Corp yrd 1-1-15 to 12-31-15
		107218 Total	**$ 709.12**		
State of Calif Dept of Justice	10-00-2014	107219	$ 858.00	4/10/2015	Fingerprint & livescan fees payable/March 2015
State of Calif Dept of Justice	10-45-6200	107219	$ 32.00	4/10/2015	Fingerprints/M. Landeros/March 2015
		107219 Total	**$ 890.00**		
Stanislaus County Auditor-Controller	10-00-2600	107220	$ 29,253.00	4/10/2015	County impact fees payable Jan-March 2015
Stanislaus County Auditor-Controller	10-00-5310	107220	$ (292.53)	4/10/2015	County impact fees payable Jan-March 2015 retention
Stanislaus County Auditor-Controller	10-21-6510	107220	$ 4.85	4/10/2015	Natural gas pumped @ Morgan Rd CNG fuel station
		107220 Total	**$ 28,965.32**		
STATE WATER RESOURCES	60-50-6635	107222	$ 230.00	4/10/2015	Renewal application for WWTP Op certificate/Perry
		107222 Total	**$ 230.00**		
STATE WATER RESOURCES	60-50-6635	107221	$ 170.00	4/10/2015	Renewal application for WWTP Op certificate/Vargas
		107221 Total	**$ 170.00**		
STAPLES ADVANTAGE	10-21-6300	107223	$ 450.21	4/10/2015	Copy paper/memo books/batteries/HP black toner/PD
		107223 Total	**$ 450.21**		
STANTEC CONSULTING SERVICE, Inc	60-50-6200	107224	$ 1,538.00	4/10/2015	Groundwater Monitoring services thru 1-31-15
		107224 Total	**$ 1,538.00**		
Sun Valley Portables	69-47-6200	107225	$ 155.73	4/10/2015	Portable restroom rent and service/March 2015
		107225 Total	**$ 155.73**		
T&R ENTERPRISES	63-56-6300	107226	$ 349.78	4/10/2015	Made 5 water meter covers with tools
		107226 Total	**$ 349.78**		
TelePacific Communications	10-14-6420	107227	$ 104.66	4/10/2015	Telephone service/4-1-15 to 4-30-15 & long distance/Mar 2015
TelePacific Communications	10-21-6420	107227	$ 206.20	4/10/2015	Telephone service/4-1-15 to 4-30-15 & long distance/Mar 2015
TelePacific Communications	10-45-6420	107227	$ 104.66	4/10/2015	Telephone service/4-1-15 to 4-30-15 & long distance/Mar 2015
TelePacific Communications	60-50-6420	107227	$ 104.66	4/10/2015	Telephone service/4-1-15 to 4-30-15 & long distance/Mar 2015
TelePacific Communications	63-56-6420	107227	$ 104.67	4/10/2015	Telephone service/4-1-15 to 4-30-15 & long distance/Mar 2015
		107227 Total	**$ 624.85**		
THOMPSON CHEVROLET-BUICK	10-22-6530	107228	$ 835.42	4/10/2015	Removed fuel tank & replaced fuel pump module/01 Chevy PU/Fire D

AP Check Register
April 10, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
		107228 Total	**$ 835.42**		
TOSTA BARBARA J.	10-45-6725	107229	$ 195.00	4/10/2015	Young @ Heart instructor/March 2015
		107229 Total	**$ 195.00**		
Turlock Journal	10-21-6600	107230	$ 50.10	4/10/2015	Employment ad/CSO
Turlock Journal	10-21-6600	107230	$ 50.10	4/10/2015	Employment ad/Reserve Police Officer
Turlock Journal	63-56-6600	107230	$ 50.10	4/10/2015	Employment ad/Maintenance Worker
		107230 Total	**$ 150.30**		
DAMAS/PIZZA PLUS DAVE	63-00-2010	107231	$ 364.45	4/10/2015	Refund Check
		107231 Total	**$ 364.45**		
CUDIA JACK	63-00-2010	107232	$ 5.74	4/10/2015	Refund Check
		107232 Total	**$ 5.74**		
MOORE DANIEL	63-00-2010	107233	$ 22.15	4/10/2015	Refund Check
		107233 Total	**$ 22.15**		
MENEZES LOUIE M.	63-00-2010	107234	$ 58.61	4/10/2015	Refund Check
		107234 Total	**$ 58.61**		
CASSATA CHANTELLE	63-00-2010	107235	$ 15.54	4/10/2015	Refund Check
		107235 Total	**$ 15.54**		
UNIVAR USA, INC	63-56-6300	107236	$ 623.18	4/10/2015	212 gals sodium hypochlorite delivered to Well #8
		107236 Total	**$ 623.18**		
VALLEY PARTS SERVICE	10-21-6530	107237	$ 130.25	4/10/2015	Carscan scan tool/PD
VALLEY PARTS SERVICE	10-21-6530	107237	$ 112.23	4/10/2015	Battery/PD
VALLEY PARTS SERVICE	60-50-6530	107237	$ 99.24	4/10/2015	Battery with core deposit for lawn mower
		107237 Total	**$ 341.72**		
VARGAS GEORGE	10-22-6690	107238	$ 50.00	4/10/2015	
		107238 Total	**$ 50.00**		
Verizon Wireless	10-21-6420	107239	$ 342.09	4/10/2015	Mobile broadband unlimited 3-19-15 to 4-18-15/PD
		107239 Total	**$ 342.09**		
YANCEY LUMBER COMPANY	10-07-6300	107240	$ 106.19	4/10/2015	key/faucet locknut/lockwork
YANCEY LUMBER COMPANY	10-21-6300	107240	$ 11.54	4/10/2015	Hex bolts/bottle/PD
YANCEY LUMBER COMPANY	10-21-6307	107240	$ 151.74	4/10/2015	Nutro lamb and rice dog food/K-9
YANCEY LUMBER COMPANY	10-44-6300	107240	$ 142.82	4/10/2015	Padlock/chain link/chest waders/bushings/threaded PVC
YANCEY LUMBER COMPANY	60-50-6300	107240	$ 23.21	4/10/2015	Ready mix concrete/poly tubing
YANCEY LUMBER COMPANY	60-50-7505	107240	$ 35.35	4/10/2015	Chrome kitchen faucet
YANCEY LUMBER COMPANY	62-60-6225	107240	$ 3.87	4/10/2015	PVC cement/
YANCEY LUMBER COMPANY	63-56-6300	107240	$ 77.59	4/10/2015	Misc pvc/thread compound/anti-seize lube/shovel
YANCEY LUMBER COMPANY	63-56-7505	107240	$ 35.35	4/10/2015	Chrome kitchen faucet
YANCEY LUMBER COMPANY	69-47-6300	107240	$ 48.85	4/10/2015	Galv anchor shackle/purple primer/Teflon tape/
		107240 Total	**$ 636.51**		

AP Check Register
April 10, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
		Grand Total	**$ 196,229.39**		

MINUTES
NEWMAN CITY COUNCIL
REGULAR MEETING MARCH 24, 2015
CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET

1. **Call To Order** - Mayor Pro Tem Martina 7:00 P.M.

2. **Pledge Of Allegiance.**

3. **Invocation** –Mayor Pro-Tem Martina.

4. **Roll Call - PRESENT:** Davis, Graham, Candea And Martina.
   ABSENT: Mayor Katen.

5. **Declaration Of Conflicts Of Interest** – None.

6. **Ceremonial Matters** – None.

7. **Items from the Public - Non-Agenda Items** – None.

8. **Consent Calendar**
   - **a.** Waive All Readings Of Ordinances And Resolutions Except By Title.
   - **b.** Approval Of Warrants.
   - **c.** Approval Of Minutes Of The March 10, 2015 Meeting.
   - **d.** Adopt Resolution No. 2015-10, Declaring Certain Personal Property Surplus Property And Authorizing Disposal And/Or Sale Of Property.
   - **e.** Adopt Resolution No. 2015-11, Authorizing A $5,000.00 Matching Funds Donation To The Fall Festival Organization For The Restoration Of The Fall Festival/Miss Newman Float.

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

9. **Public Hearings**
   - **a.** Adopt Resolution No. 2015-12, A Resolution Of The City Council Of The City Of Newman To Vacate That Section Of Stanislaus Street Located West Of M Street And East Of The Union Pacific Railroad.

Mayor Pro Tem Martina Opened The Public Hearing At 7:06 P.M.

There Being No Public Comment, Martina Closed The Public Hearing At 7:07 P.M.

ACTION: On Motion By Graham Seconded By Davis, Resolution No. 2015-12, A Resolution Of The City Council Of The City Of Newman To Vacate That Section Of Stanislaus Street Located West Of M Street And East Of The Union Pacific Railroad, Was Adopted By The Following Vote: AYES: Davis, Graham, Candea And Martina; NOES: None; ABSENT: Mayor Katen; NOT PARTICIPATING: None.

10. **Regular Business**
   - **a.** Report On Newman Crows Landing Unified School District Event At The Downtown Plaza.

ACTION: On Motion By Candea Seconded By Graham And Unanimously Carried, The City Council Approved The Newman Crows Landing Unified School District Event Request For An Event At The Downtown Plaza With The Conditions Listed In The Staff Report By The Following Vote: AYES: Davis, Graham, Candea And Martina; NOES: None; ABSENT: Mayor Katen; NOT PARTICIPATING: None.

b. Adopt Resolution No. 2015-13, A Resolution Awarding A Bid For The CDBG Waterline Improvements Project.

Council Member Graham Noted That The Cost Of Replacing The Fire Hydrants Was Fifty Percent Less Than The Other Bid And Less Than City Engineer's Estimates. Graham Noted That He Was Concerned That The Quality Of Equipment May Be Lower.

City Planner Ocasio Noted That All Bidders Are Required To Use Equivalent Materials And Equipment; Ocasio Mentioned That During The Pre-Construction Process The Submittals Would Be Again Reviewed By The City To Verify The Use Of Equivalent Materials And Equipment.

ACTION: On Motion By Graham Seconded By Davis, Resolution No. 2015-13, A Resolution Awarding A Bid For The CDBG Waterline Improvements Project, Was Adopted By The Following Vote: AYES: Davis, Graham, Candea And Martina; NOES: None; ABSENT: Mayor Katen; NOT PARTICIPATING: None.

11. Items From District Five Stanislaus County Supervisor.

Supervisor DeMartini Notified The Council That The Next West Side Healthcare Taskforce Meeting Would Be Held On April 23, 2015 At 6:00 P.M. In Newman And That The Annual Health Summit Would Be Held On Thursday, August 20, 2015 At Noon In Newman. He Mentioned That The County Is Continuing To Work On Its Water Policy And Had Been Meeting With Various Irrigation Districts. He Concluded By Noting That There Would Be A LAFCO Meeting On March 25, 2015 Regarding A Minor Change To Ag Mitigation Policies.

12. Items From The City Manager And Staff.

City Manager Holland Reported That The Community Committee Had Recommended That The Council Explore A Community Facilities District As A Vehicle To Develop Recreation Amenities. Holland Stated That The New Solid Waste Agreement Would Most Likely Be Before The Council In Late April. He Mentioned That The Opening Day For The Newman Baseball Season Had Taken Place On The Previous Saturday.

Public Works Director Kim Reported That His Staff Had Been Working On The Cleaning Of Sherman Ditch And Related Tree Removal.

13. Items From City Council Members.

Council Member Graham Inquired About Repairs To A Pot Hole Near The Intersection Of Inyo Avenue And Canal School Road.

Public Works Director Kim Noted That City Staff Had Refilled Pot Holes On Canal School Road Several Times But Noted That The Large Heavy Trucks Destroy Those Patches. Kim Reported That There Would Be $500,000.00 In StanCOG Funding Next Year Dedicated For Repairs To The Intersection Of Inyo Ave And Canal School Road.

City Manager Holland Noted That Staff Would Once Again Patch The Pot Hole.

Council Member Graham Mentioned That Assemblymember Adam Gray Was In Town On March 20th And He Had A Good Community Meeting; Graham Noted That Concerns About Water Supply Was The Primary Topic Of Discussion.

Mayor Pro Tem Member Martina Inquired As To When The Landscaping Contractor Would Resume Maintenance Of Parks And Various Landscape Areas.

City Manager Holland Noted That They Were Close To Resuming Those Duties But Indicated That He Would Send The Mayor Pro Tem An E-Mail On The Following Day With An Updated Status.

Mayor Pro Tem Member Martina Noted That There Was A Downed Tree In Sherman Ditch. Martina Reported That He Was Impressed By His Recent Tour Of Orestimba High School As Part Of The 2-On-2 Meetings And Stated That Residents Should Be Proud Of Orestimba High.

14. Adjournment.

ACTION: On Motion By Candea Seconded By Graham And Unanimously Carried, The Meeting Was Adjourned At 7:26 P.M.

Agenda Item: 9.a.

Honorable Mayor and Members
of the Newman City Council

City Council Meeting
of April 14, 2015

REPORT ON NUISANCE ABATEMENT

RECOMMENDATION:

Adopt Resolution No. 2015- , Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.

BACKGROUND:

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

ANALYSIS:

This notice informs property owners of all nuisance abatement procedures, option and their right to object at a public hearing. It is anticipated that many property owners will comply with the abatement notices prior to the hearing date. A final compliance survey will be done on Monday, April 13, 2015. A list of properties that have not complied with the abatement notice will be handed out at the council meeting prior to the public hearing.

FISCAL IMPACT:

None

CONCLUSION:

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

ATTACHMENTS:

1. Resolution No. 2015- , a resolution declaring the existence of a public nuisance
2. Exhibit A – Abatement List

Respectfully submitted,

Randy Richardson, Chief of Police

REVIEWED/CONCUR:

Michael Holland, City Manager

RESOLUTION NO. 2015-

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

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

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

WHEREAS, said hearing was held on April 14, 2015, at 7:00 p.m., as in said notice provided; and,

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

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

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 14th day of April, 2015 by Council Member _____, who moved its adoption, which motion was duly seconded and was adopted upon roll call vote.

AYES:
NOES:
ABSENT:

APPROVED:

_____
Mayor

ATTEST:

_____
Deputy City Clerk

City of Newman
Abatement list

1. 907 Fig Lane

Over grown grass and tall weeds throughout the property. Property seems abandoned and looks very unsightly.

907

Agenda Item: 10.a.

Honorable Mayor and Members
of the Newman City Council

City Council Meeting
of April 14, 2015

APPROVAL OF THE STANISLAUS COUNTY CDBG FY 15/16 ANNUAL ACTION AND FY 15/20 CONSOLIDATED PLANS

RECOMMENDATION:
Adopt Resolution No. 2015- , A Resolution Of Concurrence And Support Of The Stanislaus County CDBG Fiscal Year 2015-2016 Annual Action And 2015-2020 Consolidated Plans

BACKGROUND:
The City of Newman is part of a six-member CDBG/ESG consortium that is lead by Stanislaus County. The Federal Community Development Block Grant (CDBG) encompasses the following three specific goals:

1. Provide decent housing
2. Provide a suitable living environment
3. Expand economic opportunities

Each year the United States Department of Housing and Urban Development (HUD) provides funding for housing and community development programs to the Stanislaus Urban County and the City of Turlock, specifically Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnerships Program (HOME) grant. In order to receive these funds, the City and Stanislaus Urban County must complete a report every three to five years called a consolidated plan. In this case, the plan is called the Stanislaus Urban County / City of Turlock Regional Consolidated Plan 2015-2020.

The Stanislaus Urban County/City of Turlock 2015-2020 Regional Consolidated Plan was designed to address the above program goals by outlining the Urban County's needs and priorities for the plan period. CDBG program funds are designed to serve those at or below 80% of the AMI. The current 100% AMI in Stanislaus County for one (1) person is $39,900 and a family of four (4) is $56,900. If a project benefits a specific neighborhood or community, at least 51% of the population within that geographic boundary must be within this targeted income group (this is known as an "area benefit activity").

Furthermore, the Annual Action Plan has been developed to assist the Stanislaus Urban County in achieving the three aforementioned goals on an annual basis. The overriding consideration that is required of the CDBG program is to benefit those members of the population that meet the definition of Targeted Income. A Targeted Income person is one who earns 80% or less of the AMI for CDBG funds, and 30% or less than the AMI for ESG grant funds. Additionally, if a project benefits a specific neighborhood or community, at least 51% of the population within that geographic boundary must be within the Targeted Income Group (TIG). As identified by the Consolidated Plan for Fiscal Years 2015-2020, priority will be given to projects in the following areas: Infrastructure, Economic Development, Housing Assistance, Housing Programs, and Public Services.

ANALYSIS:
The purpose of the Consolidated Plan is to identify Stanislaus Urban County and the City of Turlock's housing and community development needs, priorities, goals, and strategies and to stipulate how funds will be allocated to housing and community development activities over the period of the regional Plan, which in the case of the Stanislaus Urban County and the City of Turlock is five years.

As stated above, CDBG area benefit activities must address the needs of low and moderate income persons residing in an area where at least 51% of the residents are of low-income. This is recognized by United States Department of Housing and Urban Development (HUD) as a Low/Moderate Area (LMA). With HUD's release of 2010 Census data in 2014, a number of areas that previously qualified as LMA are no longer eligible. Two Stanislaus Urban County partner members (Newman and Patterson) no longer contain any LMA areas according to the new Census data.

There is reason to believe that HUD-provided data does not reflect the actual majority income levels of several Stanislaus Urban County neighborhoods based on the visible physical conditions of the project areas and local knowledge and information of the community's demographics. In these cases (of which Newman is included) County and City staff will conduct door-to-door income surveys of the project areas to ensure that they meet the required LMA standards.

The Stanislaus Urban County has identified goals to address housing and community development needs between Fiscal Years 2015 and 2019. On an annual basis, via the Annual Action Plan, the Stanislaus Urban County will try to achieve as many of these goals as feasible. The City of Newman's CDBG project for FY 2015/2016 is as follows:

> Inyo Avenue Infrastructure Project (Phase II – Construction)
> Install/replace curb, gutter and sidewalk and street repair and overlay (due to infrastructure repairs) on the north side of Inyo Avenue, from R to Merced Streets

Each member of the Consortia must concur and support the plan in order for the lead agency (Stanislaus County) to prepare and finalize each plan and submit it to the Department of Housing and Urban Development (HUD).

FISCAL IMPACT:
During Fiscal Year 2015-2016, the Stanislaus Urban County expects to receive $2,197,687 in Community Development Block Grant (CDBG) program funding and $190,669 in Emergency Grant Solutions (ESG) funding.

During this Consolidated Planning period, members of the Stanislaus Urban County will have the opportunity to "shift" their fiscal year allocations for other member(s) of the Stanislaus Urban County's future year allocation to address the need for larger sums of funding to complete larger scale infrastructure projects.

CONCLUSION:
Staff recommends that the Council adopt Resolution No. 2014- , A Resolution Of Concurrence And Support Of The Stanislaus County CDBG Annual Action Plan For Fiscal Year 2014-2015

ATTACHMENTS:
1. Exhibit A: Excerpted Copy of the Draft Consolidated Plan
2. Exhibit B: Excerpted Copy of the Draft Annual Action Plan
3. Exhibit C: Resolution No. 2015- , A Resolution Of Concurrence And Support Of The Stanislaus County CDBG Fiscal Year 2015-2016 Annual Action And 2015-2020 Consolidated Plans

Respectfully submitted,

Stephanie Ocasio
City Planner

REVIEWED/CONCUR:

Michael Holland
City Manager

STANISLAUS URBAN COUNTY
AND
CITY OF TURLOCK

2015–2020 CONSOLIDATED PLAN

EXCERPTED COPY

PUBLIC REVIEW DRAFT

MARCH 2015

Prepared by:

PMC®

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ATTACHMENT 3

STANISLAUS URBAN COUNTY/ CITY OF TURLOCK

Prepared by PMC for Stanislaus County
1010 10th Street, Suite 3400
Modesto, CA 95354
209.525.6330

REGIONAL CONSOLIDATED PLAN

2015-2020

Stanislaus County
1010 10th Street
Suite 6700
Modesto, CA 95354

City of Ceres
2720 2nd Street
Ceres, CA 95307

City of Hughson
7018 Pine Street
Hughson, CA 95326

City of Newman
938 Fresno Street
Newman, CA 95360

City of Oakdale
280 N 3rd Avenue
Oakdale, CA 95361

City of Patterson
1 Plaza
Patterson, CA 95363

City of Turlock
156 S Broadway
Turlock, CA 95380

City of Waterford
312 E Street
Waterford, CA 95386

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Executive Summary

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1. Introduction

Each year the United States Department of Housing and Urban Development (HUD) provides funding for housing and community development programs to the Stanislaus Urban County and the City of Turlock (City), specifically Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnerships Program (HOME) grant. In order to receive these funds, the City and Stanislaus Urban County must complete a report every three to five years called a consolidated plan. In this case, the plan is called the Stanislaus Urban County / City of Turlock Regional Consolidated Plan 2015-2020 (Plan).

Geographic Terms

Throughout this document the following geographic terms will be used.

- **Stanislaus Planning Area:** Includes the entirety of the planning area considered under this plan: the cities of Turlock, Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford and the unincorporated area of the County.

- **Stanislaus Urban County:** Includes the cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford and the unincorporated area of the County. Stanislaus County is the "lead entity" for the Stanislaus Urban County.

- **Unincorporated County:** Includes the entire unincorporated area of the County (this area is not a part of any municipality).

- **Entitlement Cities:** The CDBG entitlement cities in the County are Modesto and Turlock.

- **Home Investment Partnerships Program (HOME) Consortium:** The members of the HOME Consortium are Stanislaus Urban County and the City of Turlock. The City of Turlock is the "lead entity" for the HOME Consortium.

Purpose

The purpose of the Plan is to identify Stanislaus Urban County and the City of Turlock's housing and community development needs, priorities, goals, and strategies and to stipulate how funds will be allocated to housing and community development activities over the period of the regional Plan, which in the case of the Stanislaus Urban County and the City of Turlock is five years.

The Stanislaus County Department of Planning and Community Development, Community Development Division, is the lead agency in developing the regional 2015–2020 Plan. The Plan was prepared in accordance with HUD's Office of Community and Planning Development (CPD) eCon Planning Suite (launched in May 2012), including the consolidated plan template in Integrated Disbursement and Information System(IDIS). Most of the data tables in the regional Plan are populated with default data from the US Census Bureau, mainly 2007–2011 Comprehensive Housing Affordability Strategy (CHAS) and American Community Survey (ACS) data. Other sources are noted throughout the Plan, including the addition of more recent data where practical. The research process involved the analysis of the following key components: demographic, economic, and housing data; affordable housing market; special

Effective March 6, 2015

Based on the data below, there are 288,385 people residing in the Stanislaus Planning Area, comprising approximately 90,472 households. The Stanislaus Planning Area encompasses Stanislaus Urban County and City of Turlock geographies (See Executive Summary section for definitions). Of these 90,472 households, approximately 37.7 percent are at or below 80 percent of AMI and considered low income per HUD regulations. According to the 2008–2012 ACS 5-Year Demographic and Housing Estimates, 59.1 percent of households in the entire county are owner-occupied and 40.9 percent are renter-occupied. In addition, approximately 48.5 percent of Stanislaus County's households overpaid for housing. The percentage of overpaying households was split between homeowners (41.2 percent) and renters (59.5 percent). This data aligns with Table NA-1 below in that the most prevalent housing problem among both renter and owner households is housing cost burden. Overcrowding for renters is also a housing problem, which reflects the inability of households to afford larger units, possibly as a result of a shortage of affordable housing for larger households.

Demographics

Table NA-1 shows the demographic characteristics for the Stanislaus Planning Area and cities within the Planning Area.

Table NA-1 – Housing Needs Assessment Demographics

Demographics	Base Year: 2000	Most Recent Year: 2011	% Change
Population			
Stanislaus Planning Area*	242,297	288,385	19%
Turlock	55,940	67,953	21%
Ceres	34,609	44,153	28%
Hughson	3,980	6,267	57%
Newman	7,093	9,806	38%
Oakdale	15,503	20,076	29%
Patterson	11,606	19,110	65%
Waterford	6,924	8,315	20%
Households			
Stanislaus Planning Area	75,497	90,472	20%
Turlock	18,427	22,780	24%
Ceres	10,435	12,922	24%
Hughson	1,223	1,891	55%
Newman	2,079	2,912	40%
Oakdale	5,610	6,802	21%
Patterson	3,146	5,496	75%
Waterford	1,990	2,277	14%

Demographics	Base Year: 2000	Most Recent Year: 2011	% Change
Median Income			
Stanislaus Planning Area	$40,101	$50,671	26%
Turlock	$39,050	$50,862	30%
Ceres	$41,515	$50,124	21%
Hughson	$39,398	$49,997	27%
Newman	$39,239	$47,416	21%
Oakdale	$39,197	$59,842	53%
Patterson	$47,849	$54,187	13%
Waterford	$38,990	$54,413	40%

Data Source: *2007-2011 CHAS*

*Note: Stanislaus Urban County includes the entirety of the planning area considered under this plan: the cities of Turlock, Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford and the unincorporated area of Stanislaus County.

Number of Households Table

Table NA-2 shows the number of households by HUD Area Median Family Income (HAMFI) for the Stanislaus Planning Area and cities within the Planning Area.

Table NA-2 – Total Households Table

	0–30% HAMFI*	>30–50% HAMFI	>50–80% HAMFI	>80–100% HAMFI	>100% HAMFI
Stanislaus Planning Area					
Total Households	9,061	10,824	14,224	7,913	48,464
Small Family Households	3,671	4,219	6,002	3,576	26,724
Large Family Households	930	1,939	2,709	1,815	7,682
Household contains at least one person 62–74 years of age	1,178	1,853	2,702	1,226	8,648
Household contains at least one person age 75 or older	993	2,007	1,948	978	3,066
Households with one or more children 6 years old or younger	2,689	2,734	3,937	2,050	8,579
City of Turlock					
Total Households	2,050	2,840	3,745	1,660	12,480
Small Family Households	710	970	1,580	830	7,010
Large Family Households	95	405	475	285	1,610

	0–30% HAMFI*	>30–50% HAMFI	>50–80% HAMFI	>80–100% HAMFI	>100% HAMFI
Household contains at least one person 62-74 years of age	355	520	545	180	2,145
Household contains at least one person age 75 or older	295	610	660	270	665
Households with one or more children 6 years old or younger	360	650	725	315	2,445
City of Ceres					
Total Households	1,490	1,695	2,115	1,230	6,705
Small Family Households	730	760	900	455	3,770
Large Family Households	165	265	525	460	1,285
Household contains at least one person 62-74 years of age	195	255	390	220	1,070
Household contains at least one person age 75 or older	110	245	230	145	475
Households with one or more children 6 years old or younger	650	354	700	380	1,410
City of Hughson					
Total Households	115	265	290	340	1,010
Small Family Households	45	195	110	155	650
Large Family Households	15	-	45	110	130
Household contains at least one person 62-74 years of age	15	15	45	15	95
Household contains at least one person age 75 or older	30	55	70	80	150
Households with one or more children 6 years old or younger	15	130	80	120	295
City of Newman					
Total Households	255	385	480	400	1,505
Small Family Households	95	180	260	185	880
Large Family Households	35	35	145	145	285
Household contains at least one person 62-74 years of age	45	60	70	35	280
Household contains at least one person age 75 or older	15	70	30	-	30
Households with one or more children 6 years old or younger	85	85	205	200	195

	Renter					Owner				
	0–30% AMI	**>30–50% AMI**	**>50–80% AMI**	**>80–100% AMI**	**Total**	**0–30% AMI**	**>30–50% AMI**	**>50–80% AMI**	**>80-100% AMI**	**Total**
Housing cost burden greater than 30% of income (and none of the above problems)	0	55	55	35	**190**	15	0	45	65	**395**
Zero/negative Income (and none of the above problems)	0	0	0	0	**0**	45	0	0	0	**45**
City of Newman										
Substandard Housing - Lacking complete plumbing or kitchen facilities	0	0	0	0	**0**	0	0	10	0	**25**
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	0	0	0	0	**80**	0	0	30	15	**45**
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	0	40	30	0	**75**	0	0	10	0	**30**
Housing cost burden greater than 50% of income (and none of the above problems)	420	160	20	0	**600**	105	120	170	95	**690**

	Renter					Owner				
	0–30% AMI	**>30–50% AMI**	**>50–80% AMI**	**>80–100% AMI**	**Total**	**0–30% AMI**	**>30–50% AMI**	**>50–80% AMI**	**>80-100% AMI**	**Total**
Housing cost burden greater than 30% of income (and none of the above problems)	15	70	170	130	**515**	0	40	120	35	**1,020**
Zero/negative Income (and none of the above problems)	50	0	0	0	**50**	15	0	0	0	**15**
City of Oakdale										
Substandard Housing - Lacking complete plumbing or kitchen facilities	0	0	0	0	**0**	0	0	10	0	**25**
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	0	0	0	0	**80**	0	0	30	15	**45**
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	0	40	30	0	**75**	0	0	10	0	**30**
Housing cost burden greater than 50% of income (and none of the above problems)	420	160	20	0	**600**	105	120	170	95	**690**

	Renter					Owner				
	0–30% AMI	>30–50% AMI	>50–80% AMI	>80–100% AMI	Total	0–30% AMI	>30–50% AMI	>50–80% AMI	>80–100% AMI	Total
Household has negative income, but none of the other housing problems	568	0	0	0	**568**	359	0	0	0	**359**
City of Turlock										
Having one or more of four housing problems	1,370	1,355	680	110	**3,515**	170	430	545	305	**1,450**
Having none of four housing problems	180	620	1,625	605	**3,030**	95	430	900	645	**2,070**
Household has negative income, but none of the other housing problems	155	0	0	0	**155**	80	0	0	0	**80**
City of Ceres										
Having one or more of four housing problems	865	640	330	90	**2,090**	215	370	470	285	**1,920**
Having none of four housing problems	190	350	630	310	**2,530**	80	335	690	545	**6,565**
Household has negative income, but none of the other housing problems	110	0	0	0	**110**	25	0	0	0	**25**
City of Hughson										
Having one or more of four housing problems	60	95	80	40	**340**	0	60	55	65	**210**
Having none of four housing problems	0	90	55	35	**340**	15	15	100	200	**1,085**
Household has negative income, but none of the other housing problems	0	0	0	0	**0**	45	0	0	0	**45**
City of Newman										

	Renter					Owner				
	0–30% AMI	>30–50% AMI	>50–80% AMI	>80–100% AMI	Total	0–30% AMI	>30–50% AMI	>50–80% AMI	>80–100% AMI	Total
Having one or more of four housing problems	160	90	195	0	**445**	35	95	55	60	**370**
Having none of four housing problems	30	120	150	85	**610**	15	80	80	250	**1,585**
Household has negative income, but none of the other housing problems	0	0	0	0	**0**	15	0	0	0	**15**
City of Oakdale										
Having one or more of four housing problems	420	195	45	0	**750**	105	120	220	110	**790**
Having none of four housing problems	105	100	305	155	**1,825**	20	135	300	155	**3,560**
Household has negative income, but none of the other housing problems	50	0	0	0	**50**	15	0	0	0	**15**
City of Patterson										
Having one or more of four housing problems	155	195	210	35	**700**	160	120	145	165	**1,020**
Having none of four housing problems	0	110	185	95	**1,070**	0	85	210	245	**2,675**
Household has negative income, but none of the other housing problems	15	0	0	0	**15**	0	0	0	0	**0**
City of Waterford										
Having one or more of four housing problems	175	65	20	0	**295**	25	80	75	60	**295**
Having none of four housing problems	30	40	110	40	**355**	20	0	155	110	**1,360**

	Renter				Owner			
	0–30% AMI	>30–50% AMI	>50–80% AMI	Total	0–30% AMI	>30–50% AMI	>50–80% AMI	Total
Large Related	125	160	125	470	15	105	270	1,190
Elderly	115	85	60	270	105	100	105	555
Other	150	105	90	374	35	105	120	620
Total need by income	1,170	990	960	4,730	320	710	1,160	8,510
City of Hughson								
Small Related	0	130	50	180	0	45	60	375
Large Related	15	0	15	65	0	0	30	130
Elderly	30	0	50	180	15	15	0	50
Other	15	0	25	40	0	0	10	20
Total need by income	60	190	140	685	60	75	150	1,340
City of Newman								
Small Related	40	85	170	330	20	50	25	445
Large Related	35	10	95	175	0	25	14	169
Elderly	30	15	0	45	15	45	20	100
Other	40	30	30	100	15	10	0	90
Total need by income	190	210	345	1,055	65	175	135	1,970
City of Oakdale								
Small Related	265	85	99	559	10	50	125	825
Large Related	0	40	4	44	0	0	15	215
Elderly	115	20	60	310	70	90	125	405
Other	55	125	30	255	25	25	30	289
Total need by income	575	295	355	2,620	145	255	520	4,365
City of Patterson								
Small Related	115	110	150	435	90	35	135	1,045
Large Related	25	105	0	130	0	30	70	405
Elderly	10	20	35	65	60	55	10	200
Other	4	40	0	69	0	30	10	325

	Renter				Owner			
	0–30% AMI	>30–50% AMI	>50–80% AMI	Total	0–30% AMI	>30–50% AMI	>50–80% AMI	Total
Elderly	240	215	144	**644**	30	225	80	**455**
Other	400	255	95	**765**	75	4	55	**194**
Total need by income	**1,705**	**1,980**	**2,305**	**10,100**	**345**	**860**	**1,445**	**12,680**
City of Ceres								
Small Related	515	300	35	**850**	60	120	110	**575**
Large Related	125	150	70	**345**	15	105	130	**465**
Elderly	105	30	10	**145**	85	45	40	**215**
Other	115	95	20	**255**	35	105	85	**310**
Total need by income	**1,170**	**990**	**960**	**4,730**	**320**	**710**	**1,160**	**8,510**
City of Hughson								
Small Related	0	75	50	**125**	0	45	30	**115**
Large Related	15	0	0	**15**	0	0	0	**20**
Elderly	30	0	15	**105**	0	15	0	**25**
Other	15	0	0	**15**	0	0	10	**10**
Total need by income	**60**	**190**	**140**	**685**	**60**	**75**	**150**	**1,340**
City of Newman								
Small Related	40	60	75	**175**	20	50	25	**165**
Large Related	35	0	30	**65**	0	10	10	**55**
Elderly	30	15	0	**45**	15	30	20	**65**
Other	40	15	15	**70**	0	10	0	**10**
Total need by income	**190**	**210**	**345**	**1,055**	**65**	**175**	**135**	**1,970**
City of Oakdale								
Small Related	250	75	4	**329**	10	50	70	**310**
Large Related	0	30	0	**30**	0	0-	15	**95**
Elderly	115	20	0	**135**	70	50	95	**235**
Other	55	65	15	**135**	25	25	0	**54**
Total need by income	**575**	**295**	**355**	**2,620**	**145**	**255**	**520**	**4,365**

	Renter					Owner				
	0–30% AMI	>30–50% AMI	>50–80% AMI	>80–100% AMI	Total	0–30% AMI	>30–50% AMI	>50–80% AMI	>80–100% AMI	Total
Other, non-family households	30	45	65	0	140	0	0	0	0	0
Total need by income	863	956	952	369	3,140	125	238	467	367	1,197
City of Turlock										
Single-family households	65	240	135	75	515	20	10	90	15	135
Multiple, unrelated family households	25	40	0	20	85	0	0	4	0	4
Other, non-family households	30	0	40	0	70	0	0	0	0	0
Total need by income	120	280	175	95	670	20	10	94	15	139
City of Ceres										
Single-family households	155	115	125	30	**555**	20	4	90	80	**299**
Multiple, unrelated family households	0	4	40	35	**104**	0	0	20	30	**90**
Other, non-family households	0	0	25	0	**25**	0	0	0	0	**0**
Total need by income	1,170	**990**	**960**	**395**	**4,730**	320	**710**	**1,160**	**835**	**8,510**
City of Hughson										
Single-family households	0	20	15	0	**35**	0	0	0	0	**0**
Multiple, unrelated family households	0	0	0	40	**40**	0	0	15	0	**35**
Other, non-family households	0	0	0	0	**0**	0	0	0	0	**0**
Total need by income	60	**190**	**140**	**80**	**685**	60	**75**	**150**	**265**	**1,340**
City of Newman										
Single-family households	45	0	55	0	**100**	0	0	0	0	**50**
Multiple, unrelated family households	0	0	10	0	**10**	0	0	0	0	**15**
Other, non-family households	0	0	0	0	**0**	0	0	0	0	**0**
Total need by income	190	**210**	**345**	**85**	**1,055**	65	**175**	**135**	**310**	**1,970**
City of Oakdale										
Single-family households	0	10	30	0	**120**	0	0	14	15	**39**

Table NA-8 – Crowding Information

	Renter				Owner			
	0–30% AMI	>30–50% AMI	>50–80% AMI	Total	0–30% AMI	>30–50% AMI	>50–80% AMI	Total
Households with children present								
Stanislaus Planning Area								
City of Turlock	350	560	565	**2,375**	10	90	160	**2,580**
City of Ceres	580	270	400	**1,745**	70	84	300	**1,879**
City of Hughson	15	130	50	**285**	0	0	30	**375**
City of Newman	75	40	175	**355**	10	45	30	**450**
City of Oakdale	140	10	170	**565**	0	0	50	**795**
City of Patterson	100	120	185	**805**	45	60	130	**965**
City of Waterford	105	90	45	**285**	0	30	60	**475**

Data Source: *2007-2011 CHAS*

Note: Due to large margins of error in the ACS data in smaller jurisdictions, data in income categories may not equal to total data.

Describe the number and type of single person households in need of housing assistance.

According to the 2007–2011 ACS 5-Year Estimates, there were 90,472 households in the Stanislaus Planning Area, of which approximately 20.2 percent were single-person households. Of the approximately 73,441 housing units in the Stanislaus Planning Area, 7.3 percent of units were studios and one bedroom with almost 92.8 percent of housing units containing two or three bedrooms. Furthermore, data by household type showed that the majority of Stanislaus County's homeless population (78.3 percent) comprised people in households without children (2014 Homeless Count). These sources indicate that the anticipated housing needs for single-person households in Stanislaus County are affordable housing studio and one-bedroom units.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

As of 2014, the Housing Authority of the County of Stanislaus (HACS) has 3,930 Housing Choice Vouchers in use.

According to data provided by HUD, approximately 28 percent of voucher households have disabilities. The percentage of current voucher households with disabilities makes evident the need for affordable housing for individuals with disabilities.

The following 2014 Homeless Count data further illustrates the need for affordable housing for persons with disabilities or victims of violent attacks, domestic violence, or abuse:

Property Type	Number	%
Total	**24,595**	**100%**
City of Ceres		
1-unit detached structure	10,501	75.70%
1-unit, attached structure	726	5.23%
2–4 units	675	4.87%
5–19 units	768	5.54%
20 or more units	434	3.13%
Mobile home, boat, RV, van, etc	767	5.53%
Total	**13,871**	
City of Hughson		
1-unit detached structure	1,656	84.27%
1-unit, attached structure	13	0.66%
2-4 units	37	1.88%
5-19 units	111	5.65%
20 or more units	94	4.78%
Mobile Home, boat, RV, van, etc	54	2.75%
Total	**1,965**	
City of Newman		
1-unit detached structure	2,695	83.23%
1-unit, attached structure	137	4.23%
2-4 units	157	4.85%
5-19 units	91	2.81%
20 or more units	158	4.88%
Mobile Home, boat, RV, van, etc	-	0.00%
Total	**3,238**	
City of Oakdale		
1-unit detached structure	5,733	77.05%
1-unit, attached structure	401	5.39%
2-4 units	424	5.70%
5-19 units	289	3.88%
20 or more units	290	3.90%

	Owners		Renters	
	Number	%	Number	%
No bedroom	46	0.36%	290	2.87%
1 bedroom	127	1.00%	1,845	18.27%
2 bedrooms	1,542	12.16%	4,768	47.20%
3 or more bedrooms	10,964	86.47%	3,198	31.66%
Total	**12,679**	**99%**	**10,101**	**100%**
City of Ceres				
No bedroom	47	0.54%	12	0.28%
1 bedroom	102	1.18%	557	13.02%
2 bedrooms	696	8.05%	1,834	42.87%
3 or more bedrooms	7,799	90.22%	1,875	43.83%
Total	**8,644**		**4,278**	
City of Hughson				
No bedroom	0	0.00%	32	4.49%
1 bedroom	0	0.00%	159	22.33%
2 bedrooms	32	2.71%	291	40.87%
3 or more bedrooms	1,147	97.29%	230	32.30%
Total	**1,179**		**712**	
City of Newman				
No bedroom	0	0.00%	12	1.28%
1 bedroom	0	0.00%	130	13.82%
2 bedrooms	124	6.29%	290	30.82%
3 or more bedrooms	1,847	93.71%	509	54.09%
Total	**1,971**		**941**	
City of Oakdale				
No bedroom	0	0.00%	0	0.00%
1 bedroom	98	2.22%	327	13.68%
2 bedrooms	620	14.06%	896	37.47%
3 or more bedrooms	3,693	83.72%	1,168	48.85%
Total	**4,411**		**2,391**	
City of Patterson				
No bedroom	41	1.10%	109	6.19%

	Base Year: 2000[1]	Most Recent Year: 2013[2]	% Change
City of Hughson			
Median Home Value	$117,900	$250,000	112%
Median Contract Rent	$415	$1,014	144%
City of Newman			
Median Home Value	$108,500	$145,000	34%
Median Contract Rent	$428	$793	85%
City of Oakdale			
Median Home Value	$125,300	$210,000	68%
Median Contract Rent	$497	$886	78%
City of Patterson			
Median Home Value	$130,900	$210,000	60%
Median Contract Rent	$423	$1,073	154%
City of Waterford			
Median Home Value	$100,800	$143,500	42%
Median Contract Rent	$478	$710	49%

Data Source:

1) *2000 US Census*
2) *DataQuick, 2013 Median Homes Sales Prices*
3) *2009-2013 ACS. Due the sample size of the ACS, smaller jurisdictions may have large margins of error.*

Rent Paid

Table MA-4 shows the number of households by the amount each household pays in rent.

Table MA-4 – Rent Paid

Rent Paid	Number	%
Stanislaus Planning Area		
Less than $500	6,363	18.7%
$500–$999	19,173	56.4%
$1,000–$1,499	6,793	20.0%
$1,500–$1,999	1,263	3.7%
$2,000 or more	416	1.2%
Total	**34,008**	**100.0%**
City of Turlock		
Less than $500	1,343	13.3%
$500-999	6,122	60.6%
$1,000-1,499	2,244	22.2%

Rent Paid	Number	%
$1,500-1,999	308	3.1%
$2,000 or more	84	0.8%
Total	**10,101**	**100.0%**
City of Ceres		
Less than $500	712	16.7%
$500-999	2,580	60.3%
$1,000-1,499	753	17.6%
$1,500-1,999	190	4.4%
$2,000 or more	43	1.0%
Total	**4,278**	**100%**
City of Hughson		
Less than $500	150	21%
$500-999	242	34%
$1,000-1,499	203	29%
$1,500-1,999	0	0%
$2,000 or more	117	16%
Total	**712**	**100%**
City of Newman		
Less than $500	202	21%
$500-999	570	61%
$1,000-1,499	169	18%
$1,500-1,999	0	0%
$2,000 or more	0	0%
Total	**941**	**100%**
City of Oakdale		
Less than $500	307	12.84%
$500-999	1,294	54.12%
$1,000-1,499	695	29.06%
$1,500-1,999	69	2.89%
$2,000 or more	26	1.09%
Total	**2,391**	**100%**

Housing Affordability

The HUD-Adjusted Area Median Family Income (HAMFI) is used to define housing affordability. It is the median family income calculated by HUD for each jurisdiction, in order to determine Fair Market Rents (FMRs) and income limits for HUD programs. Therefore, the HAMFI may differ from median income in the US Census or other data sources. Table MA-5 shows the number of households by affordability and tenure.

Table MA-5 – Housing Affordability

% Units Affordable to Households Earning	Renter	Owner
Stanislaus Planning Area		
30% HAMFI	966	No Data
50% HAMFI	3,312	2,175
80% HAMFI	15,157	6,542
100% HAMFI	No Data	10,030
Total	**19,435**	**18,747**
City of Turlock		
30% HAMFI	215	No Data
50% HAMFI	785	310
80% HAMFI	4,420	1,044
100% HAMFI	No Data	1,634
Total	**5,420**	**2,988**
City of Ceres		
30% HAMFI	No Data	230
50% HAMFI	390	445
80% HAMFI	1,135	2,150
100% HAMFI	1,829	No Data
Total	**3,354**	**2,825**
City of Hughson		
30% HAMFI	No Data	-
50% HAMFI	-	75
80% HAMFI	10	260
100% HAMFI	210	No Data
Total	**220**	**335**
City of Newman		
30% HAMFI	No Data	30

% Units Affordable to Households Earning	Renter	Owner
50% HAMFI	35	150
80% HAMFI	199	540
100% HAMFI	474	No Data
Total	**708**	**720**
City of Oakdale		
30% HAMFI	130	No Data
50% HAMFI	240	100
80% HAMFI	1,040	365
100% HAMFI	No Data	505
Total	**1,410**	**970**
City of Patterson		
30% HAMFI	-	No Data
50% HAMFI	90	89
80% HAMFI	540	439
100% HAMFI	No Data	723
Total	**1,251**	**630**
City of Waterford		
30% HAMFI	45	No Data
50% HAMFI	80	20
80% HAMFI	470	250
100% HAMFI	No Data	388
Total	**595**	**658**

Data Source: 2007-2011 CHAS

Note:
1) HAMFI is defined as HUD-Adjusted Area Median Family Income.

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With three selected Conditions	87	1.01%	62	1.45%
With four selected Conditions	**0**	0.00%	**0**	0.00%
No selected Conditions	4,274	49.44%	1,682	39.32%
Total	**8,644**	**66.89%**	**4,278**	**33.11%**
City of Hughson				
With one selected Condition	586	49.70%	523	73.46%
With two selected Conditions	13	1.10%	14	1.97%
With three selected Conditions	0	0.00%	0	0.00%
With four selected Conditions	**0**	0.00%	**0**	0.00%
No selected Conditions	580	49.19%	175	24.58%
Total	**1,179**	**62.35%**	**712**	**37.65%**
City of Newman				
With one selected Condition	1,026	52.05%	272	28.91%
With two selected Conditions	945	47.95%	515	54.73%
With three selected Conditions	0	0.00%	154	16.37%
With four selected Conditions	0	0.00%	0	0.00%
No selected Conditions	**0**	0.00%	**0**	0.00%
Total	**1,971**	**67.69%**	**941**	**32.31%**
City of Oakdale				
With one selected Condition	1,729	39.20%	1,178	49.27%
With two selected Conditions	62	1.41%	16	0.67%
With three selected Conditions	0	0.00%	0	0.00%
With four selected Conditions	**0**	0.00%	**0**	0.00%

Table MA-8 – Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Stanislaus Planning Area				
2000 or later	13,169	23%	5,056	15%
1980–1999	18,797	33%	10,540	31%
1950–1979	17,130	30%	13,510	40%
Before 1950	7,368	13%	4,902	14%
Total	***56,464***	***99%***	***34,008***	***100%***
City of Turlock				
2000 or later	3,610	28%	1,580	16%
1980-1999	4,342	34%	3,827	38%
1950-1979	3,724	29%	3,699	37%
Before 1950	1,003	8%	995	10%
Total	***12,679***	***99%***	***10,101***	***101%***
City of Ceres				
2000 or later	2,083	24.10%	600	14.03%
1980-1999	3,413	39.48%	1,547	36.16%
1950-1979	2,780	32.16%	1,802	42.12%
Before 1950	368	4.26%	329	7.69%
Total	**8,644**	**66.89%**	**4,278**	**33.11%**
City of Hughson				
2000 or later	572	48.52%	250	35.11%
1980-1999	301	25.53%	127	17.84%
1950-1979	148	12.55%	144	20.22%
Before 1950	158	13.40%	191	26.83%
Total	**1,179**	**62.35%**	**712**	**37.65%**
City of Newman				
2000 or later	691	35.06%	270	28.69%
1980-1999	592	30.04%	276	29.33%

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
1950-1979	372	18.87%	177	18.81%
Before 1950	316	16.03%	218	23.17%
Total	**1,971**	**67.69%**	**941**	**32.31%**
City of Oakdale				
2000 or later	1,205	27.32%	161	6.73%
1980-1999	1,557	35.30%	980	40.99%
1950-1979	1,123	25.46%	1,110	46.42%
Before 1950	526	11.92%	140	5.86%
Total	**4,411**	**64.85%**	**2,391**	**35.15%**
City of Patterson				
2000 or later	1,782	47.70%	531	30.17%
1980-1999	1,291	34.56%	544	30.91%
1950-1979	343	9.18%	506	28.75%
Before 1950	320	8.57%	179	10.17%
Total	**3,736**	**67.98%**	**1,760**	**32.02%**
City of Waterford				
2000 or later	360	23.47%	219	29.48%
1980-1999	621	40.48%	240	32.30%
1950-1979	331	21.58%	175	23.55%
Before 1950	222	14.47%	109	14.67%
Total	**1,534**	**67.37%**	**743**	**32.63%**

Data Source: 2007-2011 CHAS

Risk of Lead-Based Paint Hazard

Table MA-9 shows the risk of lead-based paint hazard by tenure.

Table MA-9 – Risk of Lead-Based Paint

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Stanislaus Planning Area				
Total number of units built before 1980	24,498	43%	18,412	54%
Housing Units built before 1980 with children present	7,754	14%	5,065	15%
City of Turlock				
Total Number of Units Built Before 1980	4,727	37%	4,694	46%
Housing Units build before 1980 with children present	1,885	15%	1,245	12%
City of Ceres				
Total Number of Units Built Before 1980	3,148	36%	2,131	50%
Housing Units build before 1980 with children present				
City of Hughson				
Total Number of Units Built Before 1980	306	26%	335	47%
Housing Units build before 1980 with children present				
City of Newman				
Total Number of Units Built Before 1980	688	35%	395	42%
Housing Units build before 1980 with children present				
City of Oakdale				
Total Number of Units Built Before 1980	1,649	37%	1,250	52%
Housing Units build before 1980 with children present				
City of Patterson				
Total Number of Units Built Before 1980	663	18%	685	39%
Housing Units build before 1980 with children present				
City of Waterford				
Total Number of Units Built Before 1980	553	36%	284	38%
Housing Units build before 1980 with children present				

Data Source: 2007-2011 ACS (Total Units) 2007-2011 CHAS (Units with Children present)

Vacant Units

Table MA-10 includes a listing of the total number of vacant units in the County.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The following are activities that HACS conducts to improve the living environment low- and moderate income families residing in public housing:

HACS:

- Pursues collaborative projects with other local agencies to provide non-housing services to our residents to further economic opportunity.
- Establishes a zero tolerance policy for illegal drug use/activity to provide a drug-free environment for residents.
- Works with local law enforcement to establish neighborhood watch programs and to obtain "Crime-Free" certification of our developments.
- Conducts periodic inspection of properties to ensure buildings, units and grounds are maintained in good repair and free of health and safety hazards.
- Conducts long-term planning of capital improvements to properties including physical and energy efficiency improvements which reduce the utility costs of residents.

In addition to ensuring safety and habitability through HUD's HQS compliance and other efforts, such as requirements for carbon monoxide detectors, the Housing Choice Voucher (HCV) program provides notices to landlords and tenants warning them of the hazards of lead-based paint.

Discussion:

The HACS operates several affordable housing programs including Public Housing, year round Farm Labor Housing, Seasonal Migrant Farm Worker Housing and several smaller affordable housing properties including units funded under the Neighborhood Stabilization Program (NSP) and the Housing Choice Voucher Program (Section 8).

Currently, there is no other funding or authorization from HUD to increase the number of Public Housing units, however, HACS is always working to increase the stock of affordable housing in Stanislaus County through other available resources, programs, and partnerships as opportunities arise.

The HACS operates 647 conventional public housing units throughout Stanislaus County in five Asset Management Properties (AMP). AMP 1 contains a total of 149 units located in Oakdale, Turlock, Ceres, and Hughson. AMP 2 contains a total of 66 units located in Newman, Patterson and Westley. The remaining 432 units are located in AMPs 3, 4 & 5 in the City of Modesto. Table MA-11.2 below includes a detailed breakdown by area and bedroom size for AMPs 1 and 2.

Table MA-11.2 – Housing Authority of the County of Stanislaus

Housing Authority of the County of Stanislaus						
Number on Waiting List for Conventional Public Housing – Stanislaus Urban County						
Area	**1 Bdrm**	**2 Bdrm**	**3 Bdrm**	**4 Bdrm**	**5 Bdrm**	**Total**
AMP 1						
Ceres	638	733	144	19	0	1534
Hughson	192	210	24	6	0	432
Oakdale	270	247	34	0	0	551
Turlock	422	453	75	8	0	958
AMP 2						
Newman	134	86	19	0	0	239
Patterson	0	196	42	2	0	240
Westley	4	14	18	4	0	40
Totals	**1660**	**1939**	**356**	**39**	**0**	**3994**

Data Source: *Housing Authority of Stanislaus County, 2015*

The current need for public housing is identified by the number of persons on the program waitlists. Specific to Public Housing, the HACS maintains nine site based waiting lists county-wide. Seven of these waiting lists are for units located in AMPs 1 and 2. On these seven lists there are currently a total of 3,994 families. Table MA-11.3 includes a detailed breakdown by area and bedroom size for AMPs 1 and 2.

Table MA-11.3 – Housing Authority of the County of Stanislaus

Housing Authority of the County of Stanislaus						
Number of Conventional Public Housing – Stanislaus Urban County						
Area	**1 Bdrm**	**2 Bdrm**	**3 Bdrm**	**4 Bdrm**	**5 Bdrm**	**Total**
AMP 1						
Ceres	8	10	22	6	2	48
Hughson	12	6	18	9	0	45
Oakdale	4	16	6	0	0	26
Turlock	4	17	8	1	0	30
AMP 2						
Newman	2	10	4	0	0	16
Patterson	0	8	12	8	2	30
Westley	0	0	12	6	2	20
Totals	**30**	**67**	**82**	**30**	**6**	**215**

Data Source: *Housing Authority of Stanislaus County, 2015*

The HACS currently administers 1,781 properties of which 737 are “conventional” public housing units (90 of these are owned by the Riverbank Housing Authority but managed by HACS), 450 are “private stock,” 20 are mobile home spaces, and 356 are housing units for year-round farm workers, and 218 are for migrant farm laborers.

Although HACS did not specify their locations, it seems reasonable to assume that most if not all of the farm labor units are in Stanislaus County's unincorporated area. Of the 647 units categorized as conventional public housing, HACS indicated that 48 are located in Ceres, 30 in Patterson, 26 in Oakdale, and 16 in Newman. There are no conventional units in Waterford. Twenty conventional units are located in the unincorporated town of Westley. Thus, with respect to the 647 units that the HACS defines as conventional, 120 are located within the Stanislaus Urban County area (18.5 percent). HACS did not identify the location of either the 450 units in its private stock or its 20 mobile homes.

:

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Education and Health Care Services	N/A	N/A	N/A	N/A	N/A
Finance, Insurance, and Real Estate	N/A	N/A	N/A	N/A	N/A
Information	N/A	N/A	N/A	N/A	N/A
Manufacturing	N/A	N/A	N/A	N/A	N/A
Other Services	N/A	N/A	N/A	N/A	N/A
Professional, Scientific, Management Services	N/A	N/A	N/A	N/A	N/A
Public Administration	N/A	N/A	N/A	N/A	N/A
Retail Trade	N/A	N/A	N/A	N/A	N/A
Transportation and Warehousing	N/A	N/A	N/A	N/A	N/A
Wholesale Trade	N/A	N/A	N/A	N/A	N/A
Total	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
City of Hughson					
Agriculture, Mining, Oil & Gas Extraction	N/A	N/A	N/A	N/A	N/A
Arts, Entertainment, Accommodations	N/A	N/A	N/A	N/A	N/A
Construction	N/A	N/A	N/A	N/A	N/A
Education and Health Care Services	N/A	N/A	N/A	N/A	N/A
Finance, Insurance, and Real Estate	N/A	N/A	N/A	N/A	N/A
Information	N/A	N/A	N/A	N/A	N/A
Manufacturing	N/A	N/A	N/A	N/A	N/A
Other Services	N/A	N/A	N/A	N/A	N/A
Professional, Scientific, Management Services	N/A	N/A	N/A	N/A	N/A
Public Administration	N/A	N/A	N/A	N/A	N/A
Retail Trade	N/A	N/A	N/A	N/A	N/A
Transportation and Warehousing	N/A	N/A	N/A	N/A	N/A
Wholesale Trade	N/A	N/A	N/A	N/A	N/A
Total	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
City of Newman					

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	N/A	N/A	N/A	N/A	N/A
Arts, Entertainment, Accommodations	N/A	N/A	N/A	N/A	N/A
Construction	N/A	N/A	N/A	N/A	N/A
Education and Health Care Services	N/A	N/A	N/A	N/A	N/A
Finance, Insurance, and Real Estate	N/A	N/A	N/A	N/A	N/A
Information	N/A	N/A	N/A	N/A	N/A
Manufacturing	N/A	N/A	N/A	N/A	N/A
Other Services	N/A	N/A	N/A	N/A	N/A
Professional, Scientific, Management Services	N/A	N/A	N/A	N/A	N/A
Public Administration	N/A	N/A	N/A	N/A	N/A
Retail Trade	N/A	N/A	N/A	N/A	N/A
Transportation and Warehousing	N/A	N/A	N/A	N/A	N/A
Wholesale Trade	N/A	N/A	N/A	N/A	N/A
Total	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**
City of Oakdale					
Agriculture, Mining, Oil & Gas Extraction	N/A	N/A	N/A	N/A	N/A
Arts, Entertainment, Accommodations	N/A	N/A	N/A	N/A	N/A
Construction	N/A	N/A	N/A	N/A	N/A
Education and Health Care Services	N/A	N/A	N/A	N/A	N/A
Finance, Insurance, and Real Estate	N/A	N/A	N/A	N/A	N/A
Information	N/A	N/A	N/A	N/A	N/A
Manufacturing	N/A	N/A	N/A	N/A	N/A
Other Services	N/A	N/A	N/A	N/A	N/A
Professional, Scientific, Management Services	N/A	N/A	N/A	N/A	N/A
Public Administration	N/A	N/A	N/A	N/A	N/A
Retail Trade	N/A	N/A	N/A	N/A	N/A

Labor Force

Table MA-16 shows the number of person in the labor forces by age.

Table MA-16 - Labor Force

Stanislaus Planning Area	
Total Population in the Civilian Labor Force	135,478
Civilian Employed Population 16 years and over	116,008
Unemployment Rate	14.37%
Unemployment Rate for Ages 16–24	4.87%
Unemployment Rate for Ages 25–65	9.22%
City of Turlock	
Total Population in the Civilian Labor Force	33,789
Civilian Employed Population 16 years and over	29,215
Unemployment Rate	13.54%
Unemployment Rate for Ages 16-24	41.58%
Unemployment Rate for Ages 25-65	7.73%
City of Ceres	
Total Population in the Civilian Labor Force	21,337
Civilian Employed Population 16 years and over	18,382
Unemployment Rate	13.85%
Unemployment Rate for Ages 16-24	31.04%
Unemployment Rate for Ages 25-65	8.35%
City of Hughson	
Total Population in the Civilian Labor Force	2,723
Civilian Employed Population 16 years and over	2,333
Unemployment Rate	14.32%
Unemployment Rate for Ages 16-24	36.18%
Unemployment Rate for Ages 25-65	7.25%
City of Newman	
Total Population in the Civilian Labor Force	4,275
Civilian Employed Population 16 years and over	3,948
Unemployment Rate	7.65%
Unemployment Rate for Ages 16-24	8.24%

Unemployment Rate for Ages 25-65	5.17%
City of Oakdale	
Total Population in the Civilian Labor Force	9,771
Civilian Employed Population 16 years and over	8,807
Unemployment Rate	9.87%
Unemployment Rate for Ages 16-24	19.02%
Unemployment Rate for Ages 25-65	6.25%
City of Patterson	
Total Population in the Civilian Labor Force	8,360
Civilian Employed Population 16 years and over	7,357
Unemployment Rate	12%
Unemployment Rate for Ages 16-24	23.50%
Unemployment Rate for Ages 25-65	6.85%
City of Waterford	
Total Population in the Civilian Labor Force	3,849
Civilian Employed Population 16 years and over	3,317
Unemployment Rate	13.82%
Unemployment Rate for Ages 16-24	59.69%
Unemployment Rate for Ages 25-65	7.64%

Data Source: *2007–2011 ACS*

Table MA-17 provides Occupations by sector for the Stanislaus Planning Area and individual jurisdictions within the Planning Area.

Table MA-17 – Occupations by Sector

Occupations by Sector	Number of People
Stanislaus Planning Area	
Management, business, and financial	18,644
Farming, fisheries, and forestry occupations	5,744
Service	11,511
Sales and office	27,360
Construction, extraction, maintenance, and repair	18,549
Production, transportation, and material moving	10,201
City of Turlock	
Management, business and financial	5,353

Occupations by Sector	Number of People
Farming, fisheries and forestry occupations	1,531
Service	3,238
Sales and office	7,543
Construction, extraction, maintenance and repair	2,728
Production, transportation and material moving	2,197
City of Ceres	
Management, business and financial	2,153
Farming, fisheries and forestry occupations	891
Service	1,911
Sales and office	2,997
Construction, extraction, maintenance and repair	3,004
Production, transportation and material moving	1,967
City of Hughson	
Management, business and financial	346
Farming, fisheries and forestry occupations	177
Service	272
Sales and office	488
Construction, extraction, maintenance and repair	209
Production, transportation and material moving	163
City of Newman	
Management, business and financial	603
Farming, fisheries and forestry occupations	190
Service	362
Sales and office	597
Construction, extraction, maintenance and repair	869
Production, transportation and material moving	446
City of Oakdale	
Management, business and financial	1,473
Farming, fisheries and forestry occupations	225
Service	874
Sales and office	1,473

Travel Time	Number	Percentage
City of Ceres		
< 30 Minutes	12,178	72.57%
30-59 Minutes	2,532	15.09%
60 or More Minutes	2,072	12.35%
Total	**16,782**	**100%**
City of Hughson		
< 30 Minutes	1,524	71.02%
30-59 Minutes	540	25.16%
60 or More Minutes	82	3.82%
Total	**2,146**	**100%**
City of Newman		
< 30 Minutes	1,718	48.20%
30-59 Minutes	914	25.65%
60 or More Minutes	932	26.15%
Total	**3,564**	**100%**
City of Oakdale		
< 30 Minutes	4,873	59.85%
30-59 Minutes	2,525	31.01%
60 or More Minutes	744	9.14%
Total	**8,142**	**100%**
City of Patterson		
< 30 Minutes	2,448	36.02%
30-59 Minutes	2,345	34.50%
60 or More Minutes	2,004	29.48%
Total	**6,797**	**100%**
City of Waterford		
< 30 Minutes	1,373	45.27%
30-59 Minutes	1,347	44.41%
60 or More Minutes	313	10.32%
Total	**3,033**	**100%**

Data Source: 2007-2011 ACS

Education

Educational Attainment by Employment Status (Population 16 and Older)

Table MA-19 shows the level of educational attainment by employment status for person age 16 and older.

Table MA-19 - Educational Attainment by Employment Status

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Stanislaus Planning Area			
Less than high school graduate	19,426	4,117	12,663
High school graduate (includes equivalency)	26,634	4,080	10,373
Some college or associate's degree	31,478	3,414	9,638
Bachelor's degree or higher	18,025	878	3,596
City of Turlock			
Less than high school graduate	3,727	570	2,195
High school graduate (includes equivalency)	5,787	1,053	2,037
Some college or Associate's degree	7,318	716	2,386
Bachelor's degree or higher	6,874	298	1,121
City of Ceres			
Less than high school graduate	3,827	696	2,432
High school graduate (includes equivalency)	4,249	609	1,628
Some college or Associate's degree	5,100	446	1,210
Bachelor's degree or higher	1,781	122	315
City of Hughson			
Less than high school graduate	300	117	331
High school graduate (includes equivalency)	671	56	173
Some college or Associate's degree	770	48	143
Bachelor's degree or higher	364	0	77
City of Newman			
Less than high school graduate	813	76	433

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
High school graduate (includes equivalency)	1,038	42	356
Some college or Associate's degree	1,280	123	391
Bachelor's degree or higher	304	17	114
City of Oakdale			
Less than high school graduate	682	71	734
High school graduate (includes equivalency)	2,276	259	723
Some college or Associate's degree	2,773	276	729
Bachelor's degree or higher	1,322	30	270
City of Patterson			
Less than high school graduate	1,559	113	825
High school graduate (includes equivalency)	1,597	262	759
Some college or Associate's degree	2,264	170	456
Bachelor's degree or higher	803	79	200
City of Waterford			
Less than high school graduate	732	158	435
High school graduate (includes equivalency)	790	87	303
Some college or Associate's degree	769	56	192
Bachelor's degree or higher	383	0	36

Data Source: *2007-2011 ACS*

Educational Attainment by Age

Table MA-20 shows educational attainment by age in the Stanislaus Planning Area and for individual jurisdictions within the Planning Area.

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
High school graduate, GED, or alternative	350	425	183	292	167
Some college, no degree	133	170	256	313	83
Associate's degree	5	30	105	87	43
Bachelor's degree	33	33	116	168	21
Graduate or professional degree	0	21	47	56	50
City of Newman					
Less than 9th grade	19	91	197	468	239
9th to 12th grade, no diploma	40	339	173	54	109
High school graduate, GED, or alternative	457	452	330	654	209
Some college, no degree	280	625	322	520	127
Associate's degree	37	101	58	168	0
Bachelor's degree	0	83	66	246	16
Graduate or professional degree	0	0	14	26	38
City of Oakdale					
Less than 9th grade	33	64	207	286	277
9th to 12th grade, no diploma	360	255	225	450	358
High school graduate, GED, or alternative	850	818	803	1,637	984
Some college, no degree	486	652	1,027	1,280	482
Associate's degree	44	253	160	431	84
Bachelor's degree	86	366	349	526	278
Graduate or professional degree	0	66	148	167	105
City of Patterson					
Less than 9th grade	46	273	329	962	281
9th to 12th grade, no diploma	307	286	325	322	298
High school graduate, GED, or alternative	867	803	999	844	252
Some college, no degree	603	605	758	703	248
Associate's degree	66	158	205	461	109
Bachelor's degree	32	327	223	342	96

Educational Attainment	Median Earnings in the Past 12 Months
Bachelor's degree	37,146
Graduate or professional degree	63,050
City of Hughson	
Less than high school graduate	22,191
High school graduate (includes equivalency)	27,204
Some college or Associate's degree	34,659
Bachelor's degree	57,727
Graduate or professional degree	75,375
City of Newman	
Less than high school graduate	17,973
High school graduate (includes equivalency)	32,768
Some college or Associate's degree	36,053
Bachelor's degree	41,806
Graduate or professional degree	81,071
City of Oakdale	
Less than high school graduate	36,250
High school graduate (includes equivalency)	32,148
Some college or Associate's degree	38,938
Bachelor's degree	53,165
Graduate or professional degree	64,875
City of Patterson	
Less than high school graduate	16,918
High school graduate (includes equivalency)	31,111
Some college or Associate's degree	41,357
Bachelor's degree	52,820
Graduate or professional degree	109,886
City of Waterford	
Less than high school graduate	19,522
High school graduate (includes equivalency)	33,681
Some college or Associate's degree	36,598
Bachelor's degree	55,192
Graduate or professional degree	63,148

Data Source: 2007-2011 ACS

Section 1.06 SP-40 Institutional Delivery Structure – 91.215(k)

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Turlock	Government, HOME Consortium Lead, CDBG Entitlement	Non-homeless Special Needs, Affordable Housing, Housing Rehab, Infrastructure, Neighborhood Improvements, Public Facilities, Economic Development, Public Services	Ceres, Hughson, Newman, Oakdale, Patterson, Waterford & Turlock city limits (eligible areas), unincorporated areas surrounding the city of Turlock
Stanislaus County	Government, CDBG/ESG Entitlement (Urban County Lead), HOME Consortium Member	Non-homeless Special Needs, Housing Rehab, Infrastructure, Neighborhood Improvements, Economic Development, Public Services, Homeless Services, Homeless Prevention Services	Ceres, Hughson, Newman, Oakdale, Patterson, Turlock, Waterford, unincorporated Stanislaus County
City of Ceres	Government, CDBG/ESG Entitlement (Urban County Member), HOME Consortium Member	Non-homeless Special Needs, Housing Rehab, Infrastructure, Neighborhood Improvements, Economic Development	Ceres city limits (eligible areas)
City of Hughson	Government, CDBG/ESG Entitlement (Urban County Member), HOME Consortium Member	Non-homeless Special Needs, Housing Rehab, Infrastructure, Neighborhood Improvements, Economic Development	Hughson city limits (eligible areas)
City of Newman	Government, CDBG/ESG Entitlement (Urban County Member), HOME Consortium Member	Non-homeless Special Needs, Housing Rehab, Infrastructure, Neighborhood Improvements, Economic Development	Newman city limits (eligible areas)
City of Oakdale	Government, CDBG/ESG Entitlement (Urban County Member), HOME Consortium Member	Non-homeless Special Needs, Housing Rehab, Infrastructure, Neighborhood Improvements, Economic Development	Oakdale city limits (eligible areas)

Newman

A total of 7 survey participants were from Newman. Participants indicated they the following were most important to fund:

- Facilities serving youth/afterschool programs
- Facilities for child care
- First-time homebuyer assistance
- Job creation/retention
- Housing for senior persons and disabled persons

Oakdale

There were a total of 18 survey participants responding from Oakdale. Participants from Oakdale felt that the following programs and services are most important to fund:

- Facilities serving youth/afterschool programs
- Job creation/retention
- Providing shelters and transitional housing for the homeless, along with services, to help move persons into permanent housing
- Emergency shelter
- Housing for senior persons and disabled persons

Patterson

Of the survey participants, 30 were from Patterson. Participants from Patterson felt that the following programs and services are most important to fund:

- Street improvements
- Install or improve street lighting
- Job creation/retention
- Improve water supply
- Facilities serving youth/afterschool programs

Turlock

A total of 99 survey participants indicated they were from Turlock. Participants from Turlock felt that the following programs and services are most important to fund:

- Facilities serving youth/afterschool programs
- Job creation/retention
- Improve water supply
- Employment skills training
- Facilities serving seniors

Waterford

A total of 28 participants indicated that they were from Waterford. Results of the survey show that the program and services that are most important to fund are:

- Facilities serving youth/afterschool programs
- Establishing special needs housing for seniors
- Improve water supply

NEWMAN SURVEY RESULTS

Stanislaus Consolidated Plan Survey

SurveyMonkey

1. I am completing this survey as a(n)... (select all that apply)

	Response Percent	Response Count
Interested resident	**57.1%**	**4**
Homeowner	**57.1%**	**4**
Renter	0.0%	0
Public/subsidized housing consumer	0.0%	0
Homeless individual	0.0%	0
Business owner	0.0%	0
Subsidized housing provider	0.0%	0
Landlord	14.3%	1
Public service provider	14.3%	1
Homeless service provider	0.0%	0
Housing advocate	0.0%	0
Health service provider	14.3%	1
Educator	14.3%	1
Municipal employee	14.3%	1

Other (please specify)	28.6%	2
	answered question	**7**
	skipped question	**0**

2. I currently reside in... (select one)

	Response Percent	Response Count
Ceres	0.0%	0
Hughson	0.0%	0
Newman	**100.0%**	**7**
Oakdale	0.0%	0
Patterson	0.0%	0
Turlock	0.0%	0
Waterford	0.0%	0
Other (please specify)	0.0%	0
	answered question	**7**
	skipped question	**0**

3. Please indicate the importance of investing funds in parks and community centers in your community.

	Yes, Important to fund	Maybe, OK to fund	No, Do not fund	Rating Count
Facilities serving youth/after-school programs	**100.0% (6)**	0.0% (0)	0.0% (0)	6
Facilities serving seniors	**83.3% (5)**	16.7% (1)	0.0% (0)	6
Neighborhood facilities	40.0% (2)	**60.0% (3)**	0.0% (0)	5
Facilities for child care	**100.0% (5)**	0.0% (0)	0.0% (0)	5
Improvements to parks	**75.0% (3)**	25.0% (1)	0.0% (0)	4
Improvements to accessibility for seniors and disabled persons	**100.0% (5)**	0.0% (0)	0.0% (0)	5
Improvements to technology	**60.0% (3)**	20.0% (1)	20.0% (1)	5
Other	**100.0% (2)**	0.0% (0)	0.0% (0)	2
			If "Other," please specify	2
			answered question	**6**
			skipped question	**1**

4. Please indicate the importance of investing funds for streets, sewer, and storm drainage related improvements in low-income communities throughout Stanislaus County.

	Yes, Important to fund	Maybe, OK to fund	No, Do not fund	Rating Count
Street improvements	**80.0% (4)**	20.0% (1)	0.0% (0)	5
Install or repair curb and gutter	**60.0% (3)**	40.0% (2)	0.0% (0)	5
Install or improve sewer	**60.0% (3)**	40.0% (2)	0.0% (0)	5
Install or improve storm drainage	**60.0% (3)**	40.0% (2)	0.0% (0)	5
Improve water supply	**100.0% (5)**	0.0% (0)	0.0% (0)	5
Install or repair sidewalks	**60.0% (3)**	40.0% (2)	0.0% (0)	5
Install or improve street lighting	**80.0% (4)**	20.0% (1)	0.0% (0)	5
Other	**100.0% (3)**	0.0% (0)	0.0% (0)	3
			If "Other," please specify	3
			answered question	**6**
			skipped question	**1**

5. Please indicate the importance of providing grant funds to programs that provide the following public services to low-income persons in your community.Reorder this list by dragging and dropping the following choices into the order you see fit. Number 1 represents the highest priority and number 12 represents the lowest priority.

	1	2	3	4	5	6	7	8	9	10	11	12	Rating Average	Rating Count
Low and very low-income households	**66.7% (4)**	0.0% (0)	0.0% (0)	16.7% (1)	0.0% (0)	0.0% (0)	0.0% (0)	16.7% (1)	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	2.67	6
Senior services	16.7% (1)	**33.3% (2)**	0.0% (0)	**33.3% (2)**	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	16.7% (1)	0.0% (0)	4.00	6
Homeless services	0.0% (0)	0.0% (0)	**50.0% (3)**	0.0% (0)	33.3% (2)	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	16.7% (1)	5.17	6
Services for physically/mentally disabled	0.0% (0)	16.7% (1)	0.0% (0)	**33.3% (2)**	0.0% (0)	16.7% (1)	0.0% (0)	16.7% (1)	0.0% (0)	0.0% (0)	16.7% (1)	0.0% (0)	5.83	6
Parent education	0.0% (0)	16.7% (1)	0.0% (0)	0.0% (0)	16.7% (1)	16.7% (1)	0.0% (0)	16.7% (1)	**33.3% (2)**	0.0% (0)	0.0% (0)	0.0% (0)	6.50	6
Services for victims of domestic violence	0.0% (0)	**16.7% (1)**	0.0% (0)	**16.7% (1)**	**16.7% (1)**	**16.7% (1)**	**16.7% (1)**	0.0% (0)	**16.7% (1)**	0.0% (0)	0.0% (0)	0.0% (0)	5.50	6
Services for at-risk children/youth	0.0% (0)	0.0% (0)	**33.3% (2)**	0.0% (0)	16.7% (1)	0.0% (0)	**33.3% (2)**	16.7% (1)	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	5.50	6
Emergency food assistance	16.7% (1)	0.0% (0)	16.7% (1)	0.0% (0)	0.0% (0)	**33.3% (2)**	0.0% (0)	**33.3% (2)**	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	5.33	6
Utility assistance	0.0% (0)	16.7% (1)	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	33.3% (2)	0.0% (0)	**50.0% (3)**	0.0% (0)	0.0% (0)	0.0% (0)	7.17	6
Financial literacy	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	**83.3% (5)**	0.0% (0)	16.7% (1)	10.33	6

Persons recently incarcerated or on parole	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	16.7% (1)	0.0% (0)	0.0% (0)	0.0% (0)	16.7% (1)	**33.3% (2)**	**33.3% (2)**	10.33	6
Persons with substance abuse problems	0.0% (0)	0.0% (0)	0.0% (0)	0.0% (0)	16.7% (1)	0.0% (0)	16.7% (1)	0.0% (0)	0.0% (0)	0.0% (0)	**33.3% (2)**	**33.3% (2)**	9.67	6
													answered question	**6**
													skipped question	**1**

6. Please indicate the importance of investing funds in the following economic development activities in your community.

	Yes, Important to fund	Maybe, OK to fund	No, Do not fund	Rating Count
Commercial rehabilitation, facade improvement	16.7% (1)	**66.7% (4)**	16.7% (1)	6
Commercial infrastructure	**50.0% (3)**	33.3% (2)	16.7% (1)	6
Small business lending	**60.0% (3)**	40.0% (2)	0.0% (0)	5
Technical assistance for business expansion/improvement	33.3% (2)	**66.7% (4)**	0.0% (0)	6
Start-up business assistance (5 or fewer employees)	**50.0% (3)**	**50.0% (3)**	0.0% (0)	6
Employment skills training	**83.3% (5)**	16.7% (1)	0.0% (0)	6
Job creation/retention	**100.0% (6)**	0.0% (0)	0.0% (0)	6
Economic development studies, specific plans, and program development	**66.7% (4)**	33.3% (2)	0.0% (0)	6
Other	**100.0% (1)**	0.0% (0)	0.0% (0)	1
			If "Other," please specify	1
			answered question	**6**
			skipped question	**1**

7. Please indicate the importance of providing homeless needs to the following homeless sub-populations in your community.Reorder this list by dragging and dropping the following choices into the order you see fit. Number 1 represents the highest priority and number 5 represents the lowest priority.

	1	2	3	4	5	Rating Average	Rating Count
Households with children	**50.0% (3)**	33.3% (2)	0.0% (0)	16.7% (1)	0.0% (0)	1.83	6
Households/individuals without children	16.7% (1)	16.7% (1)	0.0% (0)	**50.0% (3)**	16.7% (1)	3.33	6
Chronically homeless (homeless for a year or more and disabling condition)	16.7% (1)	**33.3% (2)**	16.7% (1)	0.0% (0)	**33.3% (2)**	3.00	6
Unaccompanied youth (18-24)	0.0% (0)	16.7% (1)	**66.7% (4)**	0.0% (0)	16.7% (1)	3.17	6
Homeless veterans	16.7% (1)	0.0% (0)	16.7% (1)	**33.3% (2)**	**33.3% (2)**	3.67	6
						answered question	**6**
						skipped question	**1**

8. In your opinion what are the greatest needs of the following homeless sub-populations in your community?

	Emergency Shelter	Transitional Housing	Permanent Supportive Housing	Temporary Rental Assistance	Case Management	Mental Health Services	Rating Count
Households with children	50.0% (3)	33.3% (2)	**66.7% (4)**	**66.7% (4)**	33.3% (2)	33.3% (2)	6
Households/individuals without children	**66.7% (4)**	50.0% (3)	16.7% (1)	**66.7% (4)**	50.0% (3)	33.3% (2)	6
Chronically homeless (homeless for a year or more and disabling condition)	**66.7% (4)**	**66.7% (4)**	50.0% (3)	50.0% (3)	50.0% (3)	**66.7% (4)**	6
Unaccompanied youth	**66.7% (4)**	**66.7% (4)**	50.0% (3)	16.7% (1)	50.0% (3)	33.3% (2)	6
Homeless veterans	60.0% (3)	60.0% (3)	**80.0% (4)**	60.0% (3)	60.0% (3)	60.0% (3)	5
Families and individuals at-risk of becoming homeless	33.3% (2)	33.3% (2)	**66.7% (4)**	**66.7% (4)**	**66.7% (4)**	33.3% (2)	6
Other	50.0% (1)	50.0% (1)	50.0% (1)	50.0% (1)	**100.0% (2)**	50.0% (1)	2
						If "Other," please specify	2
						answered question	**6**
						skipped question	**1**

9. Please indicate the importance of investing funds for the following housing-related activities in your community.

	Yes, Important to Fund	Maybe, OK to Fund	No, Do Not Fund	Rating Count
Rehabilitation of public housing	**66.7% (4)**	33.3% (2)	0.0% (0)	6
Energy efficiency improvements	**83.3% (5)**	16.7% (1)	0.0% (0)	6
Lead-based paint abatement	0.0% (0)	33.3% (2)	**66.7% (4)**	6
Low-income housing acquisition	**83.3% (5)**	16.7% (1)	0.0% (0)	6
Health and safety related home repair	**66.7% (4)**	16.7% (1)	16.7% (1)	6
First-time homebuyer assistance	**100.0% (6)**	0.0% (0)	0.0% (0)	6
Homeownership/credit counseling	**66.7% (4)**	16.7% (1)	16.7% (1)	6
Fair housing/tenant landlord mediation	**66.7% (4)**	33.3% (2)	0.0% (0)	6
Other	0.0% (0)	0.0% (0)	0.0% (0)	0
			If "Other," please specify	1
			answered question	**6**
			skipped question	**1**

10. Please indicate how important each of the following concerns is to you and your family.

	Very Important	Somewhat Important	Not Important	Rating Count
Ensuring that children who grew up in Stanislaus County can afford to live in Stanislaus County	**80.0% (4)**	20.0% (1)	0.0% (0)	5
Creating mixed-use (commercial/office and residential) projects in the community that encourage walkable neighborhoods and reduce dependency on the automobile	**60.0% (3)**	40.0% (2)	0.0% (0)	5
Ensuring that the housing market in Stanislaus County provides a diverse range of housing types, including single-family homes, townhouses, duplexes, and apartments, to meet the varied needs of local residents	**80.0% (4)**	0.0% (0)	20.0% (1)	5
Establishing special needs housing for seniors	**100.0% (5)**	0.0% (0)	0.0% (0)	5
Establishing special needs housing for large families	**40.0% (2)**	**40.0% (2)**	20.0% (1)	5
Establishing special needs housing for persons with disabilities	**60.0% (3)**	40.0% (2)	0.0% (0)	5
Integrating affordable housing throughout the community to create mixed-income neighborhoods and to eliminate the concentration of	**80.0% (4)**	0.0% (0)	20.0% (1)	5

poverty in certain neighborhoods				
Encouraging energy conservation through site and building design	**60.0% (3)**	20.0% (1)	20.0% (1)	5
Providing shelters and transitional housing for the homeless, along with services, to help move persons into permanent housing	**80.0% (4)**	20.0% (1)	0.0% (0)	5
Increasing supply of affordable for-sale housing	**80.0% (4)**	20.0% (1)	0.0% (0)	5
Increasing the supply of affordable rental housing	**50.0% (2)**	25.0% (1)	25.0% (1)	4
Assisting homeowners to improve energy efficiency	**80.0% (4)**	20.0% (1)	0.0% (0)	5
Assisting disabled homeowners to improve accessibility and safety	**80.0% (4)**	20.0% (1)	0.0% (0)	5
Assisting homeowners to make repairs or improvements	**60.0% (3)**	40.0% (2)	0.0% (0)	5
Reducing the hazards of lead-based paint	0.0% (0)	**60.0% (3)**	40.0% (2)	5
Reducing overcrowded housing	40.0% (2)	**60.0% (3)**	0.0% (0)	5
Assisting new homebuyers, including pre-purchase assistance and counseling	**80.0% (4)**	20.0% (1)	0.0% (0)	5
Addressing unsafe/poor housing conditions and building code violations	**60.0% (3)**	20.0% (1)	20.0% (1)	5

Encourage the rehabilitation of existing housing in older neighborhoods	**80.0% (4)**	20.0% (1)	0.0% (0)	5
Establish programs that will enhance the livability of existing, older neighborhoods, such as programs to provide new sidewalks, traffic-calming measures, bike lanes, and street lighting	**60.0% (3)**	20.0% (1)	20.0% (1)	5
Establish programs to help at-risk homeowners keep their homes, including mortgage loan programs and programs to help maintain and secure neighborhoods that have suffered numerous foreclosures	**80.0% (4)**	0.0% (0)	20.0% (1)	5
			Other homeownership needs (please specify)	0
			answered question	**5**
			skipped question	**2**

11. Please indicate the importance of investing funds in the following housing-related activities in your community.

	Yes, Important to fund	Maybe, OK to fund	No, Do not fund	Rating Count
Emergency shelter	**60.0% (3)**	40.0% (2)	0.0% (0)	5
Transitional housing for the homeless	**60.0% (3)**	20.0% (1)	20.0% (1)	5
Permanent housing for special needs	**80.0% (4)**	0.0% (0)	20.0% (1)	5
Affordable rental housing	20.0% (1)	**60.0% (3)**	20.0% (1)	5
Affordable for-sale housing	40.0% (2)	**60.0% (3)**	0.0% (0)	5
Improvements to existing rental housing	0.0% (0)	**60.0% (3)**	40.0% (2)	5
Improvements to existing ownership housing	**40.0% (2)**	**40.0% (2)**	20.0% (1)	5
Other	0.0% (0)	0.0% (0)	0.0% (0)	0
			If "Other," please specify	0
			answered question	**5**
			skipped question	**2**

12. Please indicate the importance of investing funds in housing for the following populations in your community.

	Yes, Important to fund	Maybe, OK to fund	No, Do not fund	Rating Count
Housing for senior persons	**100.0% (5)**	0.0% (0)	0.0% (0)	5
Housing for disabled persons	**100.0% (5)**	0.0% (0)	0.0% (0)	5
Housing for homeless persons	**60.0% (3)**	40.0% (2)	0.0% (0)	5
Housing for large families (5 or more)	**40.0% (2)**	20.0% (1)	**40.0% (2)**	5
Housing for very low-income persons	**80.0% (4)**	20.0% (1)	0.0% (0)	5
Housing for aging-out foster youth	**40.0% (2)**	**40.0% (2)**	20.0% (1)	5
Housing for mentally ill persons	20.0% (1)	**80.0% (4)**	0.0% (0)	5
Housing for persons recently in jail or on parole	**40.0% (2)**	20.0% (1)	**40.0% (2)**	5
Other	0.0% (0)	0.0% (0)	0.0% (0)	0
			If "Other," please specify	0
			answered question	**5**
			skipped question	**2**

13. Please indicate how common and important it is to address the following barriers to equal housing in your community.

	Very Common, Important to Address	Somewhat Important to Address	Rare, Not Important to Address	Rating Count
Cost	**60.0% (3)**	20.0% (1)	20.0% (1)	5
Accessibility (seniors and disabled persons)	**80.0% (4)**	20.0% (1)	0.0% (0)	5
Supply (new housing)	20.0% (1)	**40.0% (2)**	**40.0% (2)**	5
Proper size/type of housing	0.0% (0)	**60.0% (3)**	40.0% (2)	5
Other	0.0% (0)	0.0% (0)	0.0% (0)	0
			If "Other," please specify	0
			answered question	**5**
			skipped question	**2**

14. Please indicate how common and important it is to address the following areas of housing discrimination in your community.

	Very Common, Important to Address	Somewhat Important to Address	Rare, Not Important to Address	Rating Count
Rental housing	20.0% (1)	**40.0% (2)**	**40.0% (2)**	5
Housing for sale	20.0% (1)	**40.0% (2)**	**40.0% (2)**	5
Mortgage lending	**40.0% (2)**	20.0% (1)	**40.0% (2)**	5
Other	0.0% (0)	0.0% (0)	0.0% (0)	0
			If "Other," please specify	0
			answered question	**5**
			skipped question	**2**

15. Please indicate how common and important it is to address the following areas of housing discrimination in your community.

	Very Common, Important to Address	Somewhat Important to Address	Rare, Not Important to Address	Rating Count
Race/ethnicity	**60.0% (3)**	0.0% (0)	40.0% (2)	5
Language	**60.0% (3)**	20.0% (1)	20.0% (1)	5
National origin	**60.0% (3)**	0.0% (0)	40.0% (2)	5
Gender	20.0% (1)	**40.0% (2)**	**40.0% (2)**	5
Disability	**60.0% (3)**	0.0% (0)	40.0% (2)	5
Familial/marital status	20.0% (1)	**40.0% (2)**	**40.0% (2)**	5
Sexual orientation	20.0% (1)	**40.0% (2)**	**40.0% (2)**	5
Other	0.0% (0)	0.0% (0)	0.0% (0)	0
			If "Other," please specify	0
			answered question	**5**
			skipped question	**2**

16. Please indicate how common and important it is to address the following areas of housing discrimination in your community.

	Very Common, Important to Address	Somewhat Important to Address	Rare, Not Important to Address	Rating Count
Refusal to rent/sell	**40.0% (2)**	20.0% (1)	**40.0% (2)**	5
Refusal to show	0.0% (0)	40.0% (2)	**60.0% (3)**	5
Deception regarding availability or price	20.0% (1)	**40.0% (2)**	**40.0% (2)**	5
Different price, rent, fees or deposit	**60.0% (3)**	0.0% (0)	40.0% (2)	5
Other	0.0% (0)	0.0% (0)	0.0% (0)	0
			If "Other," please specify	0
			answered question	**5**
			skipped question	**2**

17. Please indicate why housing discrimination might still happen in your community.

	Yes, This is One Reason	Maybe, Might be the Reason	No, Not the Reason	Rating Count
Lack of enforcement	**60.0% (3)**	0.0% (0)	40.0% (2)	5
Lack of reporting	**60.0% (3)**	0.0% (0)	40.0% (2)	5
Consumers are not aware of rights	**60.0% (3)**	0.0% (0)	40.0% (2)	5
Sellers/landlords are not aware of the law	**60.0% (3)**	0.0% (0)	40.0% (2)	5
Other	0.0% (0)	0.0% (0)	0.0% (0)	0
			If "Other," please specify	0
			answered question	**5**
			skipped question	**2**

18. Please indicate which are effective ways to combat housing discrimination in your community.

	Yes, This is Effective	Maybe, Might be Effective	No, Would Not be Effective	Rating Count
Education	**40.0% (2)**	20.0% (1)	**40.0% (2)**	5
Enforcement	**60.0% (3)**	0.0% (0)	40.0% (2)	5
Reporting	**60.0% (3)**	0.0% (0)	40.0% (2)	5
Other	0.0% (0)	0.0% (0)	0.0% (0)	0
			If "Other," please specify	0
			answered question	**5**
			skipped question	**2**

STANISLAUS URBAN COUNTY

2015–2016 ANNUAL ACTION PLAN

EXCERPTED COPY

PUBLIC REVIEW DRAFT

MARCH 2015

Prepared by:

PMC®

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ATTACHMENT 4

STANISLAUS URBAN COUNTY

Prepared by PMC for Stanislaus County
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2015-2016 ANNUAL ACTION PLAN

Stanislaus County Board of Supervisors
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2720 2nd Street
Ceres, CA 95307

City of Hughson
7018 Pine Street
Hughson, CA 95326

City of Newman
938 Fresno Street
Newman, CA 95360

City of Oakdale
280 N 3rd Avenue
Oakdale, CA 95361

City of Patterson
1 Plaza
Patterson, CA 95363

City of Waterford
312 E Street
Waterford, CA 95386

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Expected Resources

AP-15 Expected Resources - 91.220(c)(1,2)

Introduction

During Fiscal Year 2015-2016, Stanislaus Urban County expects to receive $2,197,687 in Community Development Block Grant (CDBG) program funding and $190,669 in Emergency Grant Solutions (ESG) funding. CDBG program income consists of approximately $291,048, which will be spent down prior to Fiscal Year 2015-2016 program funds. The exact amount of prior year funds are still unknown. However, Economic Development activities, to be used on a Stanislaus Urban County-wide basis, will be funded with $140,000 of prior year funds. Stanislaus County also currently has a balance of $865,000 in CalHome funding, of which $100,000 is anticipated to be utilized during the Fiscal Year 2015-2016 on down payment assistance activities and $200,000 on housing rehabilitation activities.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.220(c)(3)&(e)Goals Summary Information

Table 2 – Goals Summary

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve Infrastructure in Low-income Neighborhoods	2015	2020	Non-Housing Community Development	Ceres, Hughson, Newman, Oakdale, Patterson, Waterford, Unincorporated County	**Public Infrastructure Improvements**	CDBG (Urban County): $1,667,035 in current year funds. (Prior fiscal year funds will also be used)	Public facility or infrastructure activities other than low/moderate income housing benefit: 2,400 persons assisted (cities only; Empire/Airport not counted)
2	Economic Development	2015	2020	Non-Housing Community Development	Ceres, Hughson, Newman, Oakdale, Patterson, Waterford, Unincorporated County	**Economic Development**	CDBG (Urban County): $140,000 in prior year funds	Assist four to ten small businesses to expand and/or receive education on Federal/State accessibility requirements, business expansion, or to do façade improvements.
3	Fair Housing and Tenant/Landlord Services	2015	2016	Non-Homeless Community Development	Ceres, Hughson, Newman, Oakdale, Patterson, Waterford, Unincorporated County	Fair Housing	CDBG (Urban County): $25,000	230 extremely low-, very low-, low-, and moderate-income individuals

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Access to public services for low-income households and special populations	2015	2016	Non-Homeless Special Needs	Ceres, Hughson, Newman, Oakdale, Patterson, Waterford, Unincorporated County	Public Services for Extremely Low-, Low-, and Moderate-Income Households/Individuals and Special Populations	CDBG (Urban County): $219,768	2,870 extremely low-, very low-, low-, and moderate-income individuals

AP-35 Projects - 91.220(d)

Introduction

As shown in the previous section, AP 20 Annual Goals and Objectives, the Stanislaus Urban County has identified goals to address housing and community development needs between Fiscal Years 2015 and 2019. On an annual basis, the Stanislaus Urban County will try to achieve as many of these goals as feasible. Below are the proposed Fiscal Year 2015-2016 projects (also known as programs or activities). Wherever possible, the Stanislaus Urban County has identified specific projects.

Table 3 – Project Information

#	Project Name
1	Stanislaus County Empire Storm Drain Infrastructure Project –
2	Stanislaus County Airport Neighborhood Sewer Project –
3	Economic Development Program – ADA Technical Assistance/Business Development Technical Assistance/Façade Improvements
4	Fair Housing and Tenant/Landlord Services – Project Sentinel
5	City of Ceres Nadine Avenue and Evans Road Infrastructure Infill
6	City of Hughson - 2nd Street Infrastructure Project (Part 1)
7	City of Newman - Inyo Avenue Infrastructure Project Phase II
8	City of Oakdale - Davitt Phase II
9	City of Patterson - 4th Street Infrastructure Project Phase II and 5th Street Alley Infrastructure Project
10	City of Waterford - La Gallina Avenue Infrastructure Project Phase II – installation of curb, gutter, sidewalk, ADA ramps, and storm drain improvements.
11	CASA of Stanislaus County – Direct Service Project
12	Center for Human Services – Westside Family Resource Center
13	Center for Human Services – Oakdale Family Resource Center
14	Center for Human Services – Ceres Partnership for Healthy Children
15	Children's Crisis Center – Children's Guardian Project
16	Salvation Army Red Shield – Tutoring and Computer Program
17	Second Harvest Food Bank – Food Assistance Program
18	Second Harvest Food Bank – Food 4 Thought Program
19	We Care Program – Turlock – Emergency Cold Weather Shelter
20	Central Valley Youth for Christ - Family Counseling Concern Strength thru Guidance
21	Children's Crisis Center – Marsha's High Risk Infant/Toddler Shelter
22	Children's Crisis Center – Verda's Children Shelter
23	Community Housing and Shelter Services – HPRP Program
24	Community Housing and Shelter Services – HMIS Data Entry
25	Family Promise - New Beginnings – Shelter to Solutions
26	We Care – Emergency Cold Weather Shelter
27	We Care – Rapid Re-Housing Program

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

There are three specific goals for the CDBG/ESG programs. They are:

- Provide decent housing;
- Provide a suitable living environment; and,
- Expand economic opportunities

The Stanislaus Urban County / City of Turlock Regional Consolidated Plan 2015-2020 (Plan) was designed to address the above program goals by outlining the Urban County's needs and priorities for the plan period. CDBG program funds are designed to serve those at or below 80% of the AMI. The current 100% AMI in Stanislaus County for one (1) person is $39,900 and a family of four (4) is $56,900. If a project benefits a specific neighborhood or community, at least 51% of the population within that geographic boundary must be within this targeted income group (this is known as an "area benefit activity").

As stated above, CDBG area benefit activities must address the needs of low and moderate income persons residing in an area where at least 51% of the residents are of low-income. This is recognized by United States Department of Housing and Urban Development (HUD) as a Low/Moderate Area (LMA). With HUD's release of 2010 Census data in 2014, a number of areas that previously qualified as LMA are no longer eligible. Two Stanslaus Urban County partner members (Newman and Patterson) no longer contain any LMA areas according to the new Census data. The northeast portion of the Empire community (north of Yosemite Boulevard and east of Santa Fe Avenue) is also no longer eligible according to the new data.

There is reason to believe that HUD-provided data does not reflect the actual majority income levels of several Stanislaus Urban County neighborhoods based on the visible physical conditions of the project areas and local knowledge and information of the community's demographics. In cases where Stanislaus Urban County members would like to undertake area benefit activities that are not identified as eligible areas by HUD, Stanislaus County and those Stanislaus Urban County members will conduct door-to-door income surveys of the project areas to ensure that they meet the required LMA standards.

Further, priority is assigned based on the level of need that is demonstrated by the data collected during the preparation of the Consolidated Plan, specifically in the Needs Assessment and Market Analysis; the information gathered during the consultation and citizen participation process; and the availability of resources to address these needs.

During this Consolidated Planning period, members of the Stanislaus Urban County will have the opportunity to "shift" their fiscal year allocations for other member(s) of the Stanislaus Urban County's future year allocation to address the need for larger sums of funding to complete infrastructure projects of larger scale.

Aside from the City of Ceres, most Stanislaus Urban County's city allocations range from $120,000 to $153,000 for infrastructure activities. Because redevelopment funds are no longer an option for leverage funding, their annual CDBG allocation alone may not be enough to complete a larger scale project.

Any Stanislaus Urban County member that would like to shift their allocation with another member's future year allocation must enter into an independent agreement, to be recognized by the County in the appropriate Annual Action Plan in which the shifting is to occur. The Cities of Hughson and Waterford have notified the County of their intent to shift allocations starting with the Fiscal Year 2015-2016 funding. Cities entering into agreement to shift funds, will be responsible for working out repayment terms amongst themselves if future allocations decline.

Empire Storm Drain Infrastructure Project: Stanislaus County will continue seeking viable alternatives for addressing storm drainage within the community, including sidewalks to help facilitate a safer path of travel in storm water impacted areas. On September 9, 2014, the Board of Supervisors approved the Empire Community Storm Drainage Report detailing an alternative, low impact design, swale system and the initiation of a Proposition 218 vote for the funding of the project; however, initial feedback from the community has not indicated support for the alterative swale system. In response to the feedback, the County will be working with the community to identify alternative targeted storm drain solutions that may include sidewalks. CDBG funds will remain allocated to the project for design and construction of the project.

CITY OF CERES

Nadine Avenue and Evans Road Infrastructure Infill: The project will provide curb, gutter, and sidewalk, matching AC and storm drainage. The project area is located along Nadine Avenue between Weber Avenue and Richland Avenue.

- Estimated cost: $200,000
- Estimated number of people served: 75

CITY OF HUGHSON

2nd Street Infrastructure Project (Part 1): The project is part of a multi-year effort to complete sidewalk infill projects to improve connectivity, mobility and access for non-motorized users of the City. The project will include the installation of curb, gutter and sidewalk and pedestrian and ADA improvements. The project area is located along 2nd Street between Walker Land and Fox Road.

- Estimated cost: $150,000
- Estimated number of people served: 50

CITY OF NEWMAN

Inyo Avenue Infrastructure Project: The project is to install/replace curb, gutter and sidewalk and street repair and overlay (due to infrastructure repairs) on the north side of Inyo Avenue from R to Merced Streets.

- Estimated cost: $100,000
- Number of People to Be Served:
  - Approximately 2,800 drivers/trips per day (refer to GP EIR Traffic report).
  - 598 Households reside within the project area (1/4 mile) and will benefit from the improvements.
  - 13 Households are adjacent to the project site.
  - If narrowed down to a service radius, one can estimate the local service area as:
    - 598 households within a ¼ mile radius
    - 832 additional households when extending to a ½ mile radius
    - For a total of 1,430 households within a ½ mile radius

AP-50 Geographic Distribution - 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Unincorporated Stanislaus County, along with the cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford, form what is known as the "Stanislaus Urban County". The Stanislaus Urban County, as an Entitlement Jurisdiction, receives Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) entitlement funds from HUD on an annual basis based on a formula allocation. Stanislaus County is recognized as the "lead entity" under these entitlement programs.

A requirement of the CDBG program is to benefit those members of the population that meet the definition of Targeted Income. A Targeted Income person is one who earns 80% or less of the AMI for CDBG funds, and 30% or less than the AMI for ESG grant funds. Additionally, if a project benefits a specific neighborhood or community, at least 51% of the population within that geographic boundary must be within the Targeted Income Group (TIG).

Geographic Distribution

Table 4 - Geographic Distribution

Target Area	Percentage of Funds
Urban County CDBG Block Groups	100%

The main objective of the CDBG program is to develop viable communities by providing decent housing and a suitable living environment and by expanding opportunities for persons of low and moderate-income.

Approximately 10% of the Stanislaus Urban County's CDBG entitlement allocation is designated under the "Public Service" program. The Public Service program provides funds to non-profit organizations, through a competitive application process, to provide essential public service programs throughout the participating Stanislaus Urban County members.

The remaining funds are distributed among the Stanislaus Urban County members, via a formula that represents poverty and population census data, to address community infrastructure needs. These needs may include, but are not limited to, sewer infrastructure and storm drainage to sidewalk infill projects. CDBG funds are used to address infrastructure improvement needs, which in turn improve the quality of life by promoting safe and healthy communities.

Rationale for the priorities for allocating investments geographically

For the development of the AAP, the participating jurisdictions used population information derived from the U.S. Census regarding median household income. The target areas of the Stanislaus Urban County members are the very low and low-income areas of the jurisdictions. Although funds are used for all residents of the Stanislaus Urban County's members, priority is given to programs and projects in the target areas.

CDBG funds allocated to the Stanislaus Urban County will be utilized for various programs including infrastructure improvements, economic development, public services, and fair housing. Some programs are funded collectively for the benefit of the entire Stanislaus Urban County, such as homeless and public services. Other programs are specific to individual members of the Stanislaus Urban County. Each

RESOLUTION NO. 2015-

A RESOLUTION OF CONCURRENCE AND SUPPORT OF THE STANISLAUS COUNTY CDBG FISCAL YEAR 2015-2016 ANNUAL ACTION AND 2015-2020 CONSOLIDATED PLANS

WHEREAS, the Stanislaus Urban County and City of Turlock have worked together to prepare the FY 2015-2016 Annual Action and 2015-2020 Consolidated Plans; and

WHEREAS, the Stanislaus County CDBG Consortium includes the County of Stanislaus, Cities of Ceres, Hughson, Newman, Oakdale, Patterson and Waterford and each have unanimously chosen to participate in the entitlement process thereby receiving a portion of the CDBG, HOME and NSP funds allocated to Stanislaus County and;

WHEREAS, an Annual Action Plan (AAP) and Consolidated Plan (CP) outlining the Consortia's goals and projects for upcoming fiscal year(s) is required by the U.S. Housing and Urban Development (HUD) and;

WHEREAS, the draft FY 2015/2016 AAP and FY 2015/2020 CP were made available to the public as an opportunity to review and provide comments prior to the final public hearing to be held by the Stanislaus County Board of Supervisors on May 5, 2015 to consider formal adoption of said plans.

NOW, THEREFORE, BE IT RESOLVED that the Newman City Council hereby concurs and supports the proposed FY 2015-2016 Annual Action and 2015-2020 Consolidated Plans.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 14th day of April, 2015 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:

_____
Ed Katen, Mayor

ATTEST:

_____
Mike Maier, City Clerk

Agenda Item: 10.b.

Honorable Mayor and Members
of the Newman City Council

City Council Meeting
of April 14, 2015

AWARD THE HWY33 AND INYO AVENUE INTERSECTION IMPROVEMENTS PROJECT – CULTURAL RESOURCES STUDIES TO GARCIA AND ASSOCIATES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND ASSOCIATED DOCUMENTS

RECOMMENDATION:
It is recommended that the Newman City Council adopt Resolution No. 2015- , Awarding the Hwy33 and Inyo Avenue Intersection Improvements Project – Cultural Resources Studies to Garcia and Associates, and authorize the City Manager to execute said agreement and associated documents.

BACKGROUND:
The City of Newman (City) is planning to reconstruct and resurface the existing roadway at the intersection of State Highway 33 and Inyo Avenue (Federal Aid Project No. STPL-5172-024). The Hwy 33 and Inyo Avenue Intersection Improvements Project (Project) will widen the intersection to allow sufficient room for turning trucks and install underground conduits for future intersection control and coordination systems associated with eventual traffic signal installation. The agreement for said project is to prepare the Cultural Resources Reports that will meet all Caltrans Local Assistance Program requirements.

ANALYSIS:
A RFQ (Request For Qualifications) was advertised for approximately three weeks and received proposals were opened on March 10, 2015 at 2:00pm. A total of seven qualifying proposals were submitted for the project contract ranging from $4,991.38 to $56,530.00. City staff has reviewed the proposals and found them to be in proper order. The Evaluation Committee has evaluated all proposals in strict accordance with the evaluation criteria set forth in the RFQ; such as understanding of the project, qualifications of proposed staff, relevant projects, knowledge and experience of proposed staff with federal-aid construction projects, knowledge of local conditions. Based on the Federal standards, the cost of each proposal was not taken into account as part of the evaluation criteria. The top-ranked firm for the project has been determined to be Garcia and Associates with a bid amount of $16,387.00. Funding is being furnished under the Surface Transportation Program.

Bids:

- Garcia Associates – Top-Ranked Firm
- JRP Historical Consulting, LLC
- AECOM
- Evans & De Shazo, LLC
- Natural Investigations Co.
- Archaeological/Historical Consultants
- Stantec

FISCAL IMPACT:
Garcia and Associates Bid: $16,387.00 Fund: Federal Surface Transportation Program (STPL-5172-024)

CONCLUSION:
It is recommended that the Newman City Council adopt Resolution No. 2015- , Awarding the Hwy33 and Inyo Avenue Intersection Improvements Project – Cultural Resources Studies to Garcia and Associates, and authorize the City Manager to execute said agreement and associated documents.

ATTACHMENTS:

1. Resolution No. 2015-
2. Abstract of Bids
3. Garcia and Associates Professional Service Agreement

Respectfully Submitted,

Koosun Kim
Director of Public Works

REVIEWED/CONCUR:

Michael E. Holland
City Manager

RESOLUTION NO. 2015-

AWARD THE HWY33 AND INYO AVENUE INTERSECTION IMPROVEMENTS PROJECT – CULTURAL RESOURCES STUDIES TO GARCIA AND ASSOCIATES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND ASSOCIATED DOCUMENTS

WHEREAS, The City of Newman (City) is planning to resurface and reconstruct the existing roadway at the intersection of State Highway 33 and Inyo Avenue (Federal Project No. STPL-5172-024); and

WHEREAS, The Hwy 33 and Inyo Avenue Intersection Improvements Project (Project) will widen the intersection to allow sufficient room for turning trucks and install underground conduits for future intersection control and coordination systems associated with eventual traffic signal installation; and

WHEREAS, the City has solicited RFQ (Request for Qualifications) and received the following:

- Garcia Associates – Top-Ranked Firm
- JRP Historical Consulting, LLC
- AECOM
- Evans & De Shazo, LLC
- Natural Investigations Co.
- Archaeological/Historical Consultants
- Stantec

; and

WHEREAS, The Evaluation Committee has evaluated all proposals in strict accordance with the evaluation criteria set forth in the RFQ such as understanding of the project, qualifications of proposed staff, relevant projects, knowledge and experience of proposed staff with federal-aid construction projects, knowledge of local conditions; and

WHEREAS, The top-ranked firm for the project has been determined to be Garcia and Associates with a bid amount of $16,387.00; and

WHEREAS, Funding is being furnished under the Surface Transportation Program; 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 Garcia and Associates; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman hereby approves the agreement with Garcia and Associates in the amount of $16,387.00, and authorizes the City Manager to execute said agreement and associated documents.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 14th day of April, 2015 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 of the City of Newman

_____
Deputy City Clerk of the City of Newman

ABSTRACT OF BIDS FOR
CITY OF NEWMAN
Hwy33 and Inyo Avenue Intersection Improvement Project - Cultrual Resources Studies

Bid Opening: March 10, 2015 at 2:00pm

Garcia & Assoc. 1 Saunders Ave., San Anselmo, CA 94960	JRP Histroical Consulting, LLC 2850 Spaffoed St. Davis, CA 95618	AECOM 1333 Broadway, Suite 800 Oakland, CA 94612	Evans & De Shazo, LLC 118 W. Hills Circle, Sebastopol, CA 95472	Natural Investigations Co. 6124 Shadow Lane, Citrus Heights, CA 95621	Archaeological/Historical Consultants 609 Aileen St. Oakland, CA 94609	Stantec 3017 Kilgore Road, Suite 100 Rancho Cordova, CA 95670
$16,387.00	**$25,172.00**	**$24,222.00**	**$4,991.38**	**$13,595.00**	**$7,383.25**	**$53,530.00**

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE I INTRODUCTION

A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Garcia and Associates (GANDA)

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be Barb Siskin

The name of the "LOCAL AGENCY" is as follows:

City of Newman

The Contract Administrator for LOCAL AGENCY will be Koosun Kim

B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated March 5, 2015. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment I) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.

C. CONSULTANT shall indemnify, defend, and hold harmless LOCAL AGENCY and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of LOCAL AGENCY.

D. All acts of CONSULTANT, its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of LOCAL AGENCY. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of LOCAL AGENCY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the LOCAL AGENCY. No agent, officer, or employee of the LOCAL AGENCY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and LOCAL AGENCY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONSULTANT, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of LOCAL AGENCY.

E. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.

F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

A. Consultant Services

- Prepare a Finalized APE map and submit to Caltrans for approval prior to completion of background research and filed work.

- Conduct a California Historical Resources Information System (CHRIS) records search to identify any previously recorded cultural records and reports within the APE. Records search to include review of historic properties, historic maps and aerials, and consult local preservation groups, as relevant.

- Request a Scared Lands search from Native American Heritage Commission (NAHC), and communicate with Native American Individuals listed by NAHC for any additional information regarding the project area.

- Perform Field Survey to identify unidentified cultural resources present in the project's APE and to assess archaeological sensitivity of the APE. Field surveys to be well documented and made available for LOCAL AGENCY review.

- Prepare and submit Draft Cultural Resources Reports to include Archaeological Survey Report (ASR), Historic Property Survey Report (HPSR), and Historic Resource Evaluation Report (HRER) for review and comments from LOCAL AGENCY and Caltrans PQS.

- Draft ASR, HPSR and HRER Reports are subject to two (2) rounds of review from LOCAL AGENCY and Caltrans PQS prior to finalization of documents.

- Prepare Final ASR, HPSR, and HRER Documents for submittal to Caltrans.

C. Conferences, Visits to Site, Inspection of Work

The contract provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

E. Documentation and Schedules

Contracts where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the contract objectives.

F. Deliverables and Number of Copies

CONSULTANT to submit Draft Reports to LOCAL AGENCY in electronic format, Final Reports are to be one hard copy and one electronic copy.

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD (Verbatim)

A. This contract shall go into effect on May 1, 2015 contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on August 31, 2015, unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS (Verbatim)

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANTs Cost Proposal (Attachment Number 1). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

D. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.

F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

I. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.

K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

CITY OF NEWMAN
Koosun Kim, Public Works Director
938 Fresno Street
Newman, CA 95360

L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.

N. If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this contract shall not exceed $16,387.00. It is understood and agreed that there is no

guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

Q. All subcontracts in excess of $25,000 shall contain the above provisions.

ARTICLE VI TERMINATION (Verbatim)

A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

C. The maximum amount for which the Government shall be liable if this contract is terminated is $16,387.00 dollars.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS (Verbatim)

A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

D. All subcontracts in excess of $25,000 shall contain the above provisions.

ARTICLE VIII RETENTION OF RECORDS/AUDIT (Verbatim)

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations,

excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

ARTICLE IX AUDIT REVIEW PROCEDURES (Verbatim)

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

ARTICLE X SUBCONTRACTING (Verbatim)

A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.

D. Any subcontract in excess of $25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE XI EQUIPMENT PURCHASE (Verbatim)

A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding $5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the project.

D. All subcontracts in excess $25,000 shall contain the above provisions.

ARTICLE XII STATE PREVAILING WAGE RATES (Verbatim)

A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

ARTICLE XIII CONFLICT OF INTEREST (Verbatim)

A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION (Verbatim)

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV STATEMENT OF COMPLIANCE

A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40*),* marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultant*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

ARTICLE XVI DEBARMENT AND SUSPENSION CERTIFICATION

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XVII FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.

B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE XVIII CHANGE IN TERMS

A. This contract may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

ARTICLE XIX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. The goal for DBE participation for this contract is 9%. Participation by DBE consultant or subconsultants shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as LOCAL AGENCY deems appropriate.

D. Any subcontract entered into as a result of this contract shall contain all of the provisions of this section.

E. A DBE firm may be terminated only with prior written approval from LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting LOCAL AGENCY consent for the termination, CONSULTANT must meet the procedural requirements specified in 49 CFR 26.53(f).

F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract is commensurate with the work it is actually performing, and other relevant factors.

G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total

dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants" CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within 30 days.

ARTICLE XX CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXI DISPUTES

A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and CITY MANAGER, who may consider written or verbal information submitted by CONSULTANT.

B. Not later than 30 days after completion of all work under the contract, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XXII INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities

and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XXIII SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXIV INSURANCE

A. CONSULTANT shall maintain commercial general liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

B. CONSULTANT shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, CONSULTANT shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the Local Agency at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against Local Agency, its officers, agents, employees and volunteers for losses arising from work performed by CONSULTANT for LOCAL AGENCY.

C. CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars ($1,000,000) combined single limit for each occurrence.

D. CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from

CONSULTANT's operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

E. CONSULTANT shall provide certificates of insurance with original endorsements to Local Agency as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the Local Agency on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the Local Agency at all times during the term of this Agreement.

The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to LOCAL AGENCY.
2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

CONSULTANT agrees that the insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

ARTICLE XXV OWNERSHIP OF DATA

A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.

B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion

of this project by others, except only such use as many be authorized in writing by CONSULTANT.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

F. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVI CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.

D. Any subcontract in excess of $25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXIX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXX RETENTION OF FUNDS

A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

B. No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.

ARTICLE XXXI NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Garcia and Associates (GANDA)
Barb Siskin, Project Manager
1 Saunders Avenue
San Anselmo, CA 94960

LOCAL AGENCY:

City of Newman

Koosun Kim, Contract Administrator
938 Fresno Street
Newman, CA 95360

ARTICLE XXXII CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

ATICLE XXXIII SIGNATURES

CITY OF NEWMAN:

_____

MICHAEL E. HOLLAND, CITY MANAGER

ATTEST:

_____

MIKE MAIER, DEPUTY CITY CLERK

APPROVED AS TO FORM:

_____

PHAEDRA A. NORTON, CITY ATTORNEY

CONSULTANT:

BY:_____

TITLE: _____

PRINT NAME: _____

ADDRESS: _____
_____

BUSINESS LICENSE #: _____

TELEPHONE #: _____

ATTACHMENT 1

Budget for: State Hwy. 33 and Inyo Ave. Intersection Improvements Project
City of Newman

Prepared for: City of Newman Public Works Department

Prepared by: ES
PM Sign-off: BPS,CG
(initials, date) 4/6/2015

LABOR (hours)

		TASK 1	TASK 2	TASK 3	TASK M	TOTAL
		APE, Research, and Survey	HPSR and ASR	HRER		
TECHNICAL STAFF	PERSONNEL					
PM V -- Principal Scientist/Operations	JCG, CTG				2.0	2.0
PM IV -- Associate Principal Scientist						0.0
PM III - Senior Scientist	Siskin	4.0	4.0			8.0
PM II -- Environmental Scientist						0.0
SS V -- Specialist V	Strother/Schultz	24.0	40.0	36.0	6.0	106.0
SS III -- Specialist III	Kimsey	10.0	16.0			26.0
SS II -- Specialist II	Fies	8.0				8.0
SUPPORT STAFF						
GRA II -- Graphics Supervisor	Smith					0.0
GIS II -- GIS Specialist	Klinger	17.0	6.0			23.0
WP IV -- Sr. Technical Editor	Potenberg		8.0			8.0
CA II -- Project Analyst	Glik				1.5	1.5
CA I -- Project Accountant	Luna				3.0	3.0
TOTAL LABOR HOURS		**63.0**	**74.0**	**36.0**	**12.5**	**185.5**

LABOR (Cost)	**RATE/HR.**					
TECHNICAL STAFF	(direct)					
PM V -- Principal Scientist/Operations	$74.50	$0	$0	$0	$149	$149
PM IV -- Associate Principal Scientist	$0.00	$0	$0	$0	$0	$0
PM III - Senior Scientist	$50.85	$203	$203	$0	$0	$407
PM II -- Environmental Scientist	$0.00	$0	$0	$0	$0	$0
SS V -- Specialist V	$38.95	$935	$1,558	$1,402	$234	$4,129
SS III -- Specialist III	$25.99	$260	$416	$0	$0	$676
SS II -- Specialist II	$22.66	$181	$0	$0	$0	$181
SUPPORT STAFF						
GRA II -- Graphics Supervisor	$0.00	$0	$0	$0	$0	$0
GIS II -- GIS Specialist	$27.32	$464	$164	$0	$0	$628
WP IV -- Sr. Technical Editor	$28.05	$0	$224	$0	$0	$224
CA II -- Project Analyst	$37.62	$0	$0	$0	$56	$56
CA I -- Project Accountant	$29.51	$0	$0	$0	$89	$89
DIRECT LABOR COST		$2,044	$2,566	$1,402	$528	$6,539
	Anticipated Salary Increases	$0	$0	$0	$0	$0.00
	Adjusted Direct Labor	**$2,044**	**$2,566**	**$1,402**	**$528**	**$6,539**
	INDIRECT COSTS	**$2,440**	**$3,063**	**$1,674**	**$630**	**$7,808**
	PROFIT	**$448**	**$563**	**$308**	**$116**	**$1,435**
	TOTAL LABOR COST	**$4,933**	**$6,192**	**$3,384**	**$1,273**	**$15,782**

OTHER DIRECT COSTS	**Rate**					
In-House Equipment						
GANDA Vehicle Use (Field Truck)	$50 / day	$50				$50
GANDA Vehicle (2x2/nonfield usage)	$35 / day					$0
Suburban	$100/day					$0
GANDA Vehicle Fuel, etc.	$0.37/ mile	$100				$100
17-ft. Boston Whaler	$100/day					$0
24-ft. Farallon Boat	$298/day + fuel charges					$0
Canoes	$20/day					$0
ATV	$35/day					$0
Electric Motor (for canoe)	$10/day					$0
Inflatable Kayak	$60/day					$0
Diving Gear	$75/day					$0
Wet suits	$10/day					$0
Archaeological Field Equipment (screens, shovels)	$10/day					$0
Olympus Fiber Optic Scope	$100/day					$0
Sandpiper Peeper Probe	$66/day					$0
Still & Video Cameras	$5 /day					$0
Digital Camera	$2.50/day					$0
GPS Receiver with 1-3 m accuracy	$45 /day					$0
Juno Pocket PCs	$14.50/day					$0
Garmin and Etrex hand-held navigational devices	$6.50/day					$0
Field Laptop	$12.50/day					$0
Graphics Workstation	$2.50/hr					$0
GIS Workstation	$7.50/hr					$0
8x11 color copies	$1/page					$0
8x14 color copies	$1.25/page					$0
11x17 color copies	$2/page					$0
In-House Equipment Subtotal:		*$150*	*$0*	*$0*	*$0*	*$150*

			TASK 1	TASK 2	TASK 3	TASK M	TOTAL
			APE, Research, and Survey	HPSR and ASR	HRER		
Reimbursables:							
Personal Vehicle Mileage		0.56/mile					$0
Tolls		at cost					$0
Per Diem		U.S. Gov rate					$0
Records Search		at cost	$400				$400
Curation		at cost					$0
Maps (7.5" quads)	Est. $8 per	at cost					$0
Phone/Fax /Postage		at cost					$0
Misc. Supplies/Film Processing	Flagging, stakes	at cost					$0
Reimbursables Subtotal:			*$400*	*$0*	*$0*	*$0*	*$400*
SUBTOTAL ODCs			$550	$0	$0	$0	$550
Fee on ODCs	10.00%		$55	$0	$0	$0	$55
TOTAL ODCs			**$605**	**$0**	**$0**	**$0**	**$605**
TOTAL PROJECT COST			**$5,538**	**$6,192**	**$3,384**	**$1,273**	**$16,387**

2015/p-R; FHWA

Agenda Item: 10.c.

Honorable Mayor and Members
of the Newman City Council

City Council Meeting
of April 14, 2015

INITIATE PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT FOR FISCAL YEAR 2015/16

RECOMMENDATION:
It is recommended that the City Council adopt Resolution No. 2015- , initiating proceedings for the levy and collection of assessments for the Lighting and Landscape Maintenance District for Fiscal Year 2015/16.

BACKGROUND:
Pursuant to the Landscape and Lighting Act of 1972, the City of Newman has a total of 15 zones within the Lighting and Landscape Maintenance District (District) in various locations throughout the City. These zones represent the general nature, location and extent of improvements to be maintained, with an estimate of the costs to maintain and service the improvements. Improvements provided within the District include, but are not limited to, the weekly operation, maintenance, and servicing of all public landscaping improvements consisting of trimming and pruning, weed abatement, sidewalks, plant materials, pathways, irrigation systems, lighting systems, and graffiti removal.

ANALYSIS:
As required by the Landscape and Lighting Act of 1972 there is one resolution before Council, a resolution Initiating Proceedings For The Levy And Collection Of Assessments and ordering the preparation of an Assessment Engineer's Report for the Lighting and Landscape Maintenance District for Fiscal Year 2015/16. The next steps in the process would be to develop the Engineer's Report for City Council consideration, declare the intention to levy and collect assessments, and conduct a Public Hearing for the proposed assessments.

FISCAL IMPACT:
None

CONCLUSION:
Pursuant to the Landscape and Lighting Act of 1972 one resolution is presented to City Council for consideration to initiate proceedings for the levy and collection of assessments and ordering the preparation of an Assessment Engineer's Report for the Lighting and Landscape Maintenance District for Fiscal Year 2015/16.
Therefore, staff recommends City Council adopt Resolution No. 2015- , initiating proceedings for the levy and collection of assessments for the Lighting and Landscape Maintenance District for Fiscal Year 2015/16.

ATTACHMENTS:
1. Resolution No. 2015- , of the City Council of the City of Newman, California, initiating proceedings for the levy and collection of assessments for the Lighting and Landscape Maintenance District for Fiscal Year 2015/16.

Respectfully Submitted,

Koosun Kim
Director of Public Works

REVIEWED/CONCUR:

Michael E. Holland
City Manager

RESOLUTION NO. 2015-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN, CALIFORNIA, INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS FOR THE LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT FOR FISCAL YEAR 2015/16 AND ORDERS THE PREPARATION OF THE ENGINEER'S REPORT

WHEREAS, the City Council of the City of Newman (hereafter referred to as the "City Council") has by previous Resolutions formed and levied annual assessments for the City of Newman Lighting and Landscape Maintenance District (hereafter referred to collectively as the "District"), pursuant to provisions of the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the "Act"), that provides for the levy and collection of assessments by the County of Stanislaus for the City of Newman to pay for the maintenance and services of all improvements and facilities related hereto; and

WHEREAS, the City Council has retained NBS for the purpose of assisting with the proposed increase in assessments and to prepare and file an Annual Report for the District with the City Clerk in accordance with the requirements of the Landscaping and Lighting Act of 1972.

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

1. **Annual Report:** The Council hereby orders NBS to prepare and file with the Clerk the Annual Report concerning the levy and collection of assessments within the Assessment District for the fiscal year commencing July 1, 2015 and ending June 30, 2016.
2. **New Improvements or Changes to Existing Improvements:** There are no changes to existing improvements nor are there any items being added to the list of improvements previously approved at the formation of the Assessment District.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 14th day of April, 2015 by Council Member _____, who moved its adoption which motion was duly seconded and was upon roll call carried and the resolution adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

_____
Mayor of the City of Newman

ATTEST:

_____
City Clerk of the City of Newman

Agenda Item: 10.d.

Honorable Mayor and Members
of the Newman City Council

City Council Meeting
of April 14, 2015

AUTHORIZE THE CITY MANAGER TO SIGN A CONSULTING AGREEMENT WITH NBS TO CONDUCT A COMMUNITY FACILITY DISTRICT FEASIBILITY ANALYSIS

RECOMMENDATION:

Adopt Resolution No. 2015- , a resolution authorizing the City Manager to sign an agreement with NBS to conduct a community facility district feasibility analysis.

BACKGROUND:

In 1948 the City of Newman opened its community swimming pool – "The Plunge". For many decades, the Plunge served as a popular gathering place of City residents for both fitness and recreation. In September of 2006, after 58 years, the pool fell into a state where it could no longer be repaired and was demolished. At that time the City promised that it would provide a new community aquatic center for its residents.

In August of 2007, the City, through its Redevelopment Agency, acquired the land now located at 1571 Merced Street and designated it to be the location of its new Aquatic Center. In 2008 the economy took a downturn. City General Fund revenues began to diminish. When, in 2011, the Governor and State leaders dissolved Redevelopment Agencies statewide, the City lost its main tool for building a new aquatic center.

Since the economic downturn the City has had insufficient funds to build an aquatic center on its own. With the dissolution of the Redevelopment, the City lost its key agency for providing funding for development of community facilities such as our Downtown Plaza. The City has applied for grants, and although it has performed admirably in the rounds of grant funding, it always watches the grants being awarded to larger communities.

ANALYSIS:

In 2015 the City Council assembled the Community Committee to provide advice to the Council on advancing the development of community recreation facilities. The Committee feels that the establishment of a Community Facilities District is the best way to provide funding for the development of recreation facilities. While the City should continue to search for grant funding, it can take the lead by having its residents, as a unified community, fund the development of community facilities. A feasibility study conducted by a third party (outside agency) is best for determining what is needed for a successful community facilities district to achieve its goals.

NBS currently conducts the review of our Lighting and Landscape District on an annual basis and produces the engineers report for said district. They have conducted Community Facility District studies in the past for other agencies and are able to tell us what is needed for a district to successfully accomplish its goals.

FISCAL IMPACT:

The full cost of the study would be paid for from the City's General Fund. If the Community Facility Districted is established, by a vote of the people, the City's General Fund would be reimbursed for the full cost of the study from the proceeds of the district.

The project has two phases: Phase 1 - Special Financing District Feasibility Analysis and Phase 2 – Community Facilities District Formation Services. The cost of Phase 1 is not-to-exceed $21,000. Phase 2 is optional and won't be conducted until after Phase 1 is completed. Once Phase 1 is complete it will be reported to the City Council. The City Council will then decide if we are to move on to Phase 2 which is the preparation to get on the ballot and have our residents vote. The cost of Phase 2 is not-to-exceed $21,000.

CONCLUSION:

Staff recommends that the City Council authorized the City Manager to sign the consulting agreement with NBS to begin the Phase 1 analysis.

ATTACHMENTS:

1. Resolution No. 2015- , a resolution approving a consulting agreement with NBS to conduct a community facility district feasibility analysis.
2. Exhibit A – NBS Consulting Agreement

Respectfully submitted,

Lewis A. Humphries
Finance Director

REVIEWED/CONCUR

Michael Holland
City Manager

RESOLUTION NO. 2015-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN AUTHORIZING THE CITY MANAGER TO SIGN A CONSULTING AGREEMENT WITH NBS TO CONDUCT A COMMUNITY FACILITY DISTRICT FEASIBILITY ANALYSIS

WHEREAS, The City of Newman is desirous of building an aquatic center, athletic fields and other community facilities; and

WHEREAS, the City has made great efforts to acquire land and funds for construction of these facilities through internal financial sources and grant funding; and

WHEREAS, the City, due to economic events, and the dissolution of the Redevelopment Agency, finds itself with fewer funding sources and revenues; and

WHEREAS, the City, has assembled the Community Committee consisting of Newman residents to provide advice to the City Council with regard to developing the above facilities; and

WHEREAS, the Community Committee has recommended that the City create a Community Facility District to provide a funding mechanism to develop these facilities; and

WHEREAS, it would be prudent to conduct a feasibility study to determine the financial and operational aspects required to make the community facilities a successful ongoing reality.

NOW, THEREFORE, BE IT RESOLVED that the City of Newman authorizes the City Manager to sign the consulting agreement with NBS and to provide any documents required to assist NBS with the completion of their analysis.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 14th day of April, 2015 by _____, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES:
NOES:
ABSENT:

APPROVED:

_____
Mayor of the City of Newman

ATTEST:

_____
Deputy City Clerk of the City of Newman

CONSULTING AGREEMENT

This Consulting Agreement (Agreement) is made as of the __th day of _____, 2015, by and between NBS GOVERNMENT FINANCE GROUP, a California corporation, dba "NBS" ("Consultant"), and the CITY OF NEWMAN ("Client").

RECITALS

A. The Client desires to obtain certain consulting services for Special Financing District Feasibility Analysis and optional Community Facilities District ("CFD") Formation Services.

B. The Client desires to engage Consultant as an independent contractor to perform such services on the terms and conditions set forth herein.

In consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

AGREEMENT

1. Services. Consultant shall perform the scope of services described in Exhibit A which is attached hereto and incorporated herein by reference ("Services"). Any other services required or requested by Client shall be subject to mutual agreement of the parties and may be subject to additional scope of work and fee negotiations.

2. Term. The term of this Agreement shall commence on April 1, 2015.

3. Compensation. Compensation to be paid by Client to Consultant shall be in accordance with the schedule set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Client and Consultant recognize that the scope of the project may change from that defined in Exhibit A and that significant changes in the scope of services will require renegotiation of fees.

4. Expenses. Except certain billable expenses as set forth in Exhibit B, Consultant will be responsible for all of its expenses incurred in performing the Services hereunder.

5. Qualifications of Consultant. Client has relied upon the professional training and ability of Consultant to perform Services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all Services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

6. Independent Contractor Status. The relationship of Consultant and Client hereunder is an independent contractor relationship and nothing in this Agreement shall be construed to create any other relationship. No agent, employee, or representative of Consultant shall be deemed to be an agent, employee, or representative of Client for any purpose. Consultant agrees that neither it nor any of its employees, is entitled to the rights or benefits afforded to Client's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Consultant is responsible for providing, at its own expense, disability, unemployment, workers' compensation, training, permits, and licenses for its employees. Consultant does not have, nor shall it hold itself out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding Client.

7. Income Taxes. Consultant is responsible for paying when due all federal, state and local income taxes, incurred as a result of the compensation paid by Client to Consultant for Services under this Agreement. Consultant agrees to indemnify Client for any claims, costs, losses, fees, penalties, interest, or damages suffered by Client resulting from Consultant's failure to comply with this provision.

8. Insurance Requirements. Consultant, at its own cost and expense, shall procure and maintain, for the duration of this Agreement, commercial general liability insurance (said insurance shall have a limit for each occurrence of at least One Million Dollars ($1,000,000) naming City of Newman as additional insureds, in connection with Consultant's activities, officers, employees, officials, agents, officers, staff and Board members), workers' compensation insurance and employer's liability insurance as required by the State of California (said insurance shall not be less than One Million Dollars ($1,000,000) per accident or disease), and professional errors and omissions liability insurance (said insurance shall cover Consultant's performance under this Agreement with a limit of liability of at least One Million Dollars ($1,000,000) for any one claim and aggregate). Prior to commencement of the Services, Consultant shall deliver to Client a Certificate of Insurance evidencing compliance with this paragraph. The certificate shall stipulate that advance written notice of cancellation of the required policy shall be given to the Client by any and all insurance companies.

9. Client's Responsibilities. The Client shall furnish Consultant with any pertinent information that is available to Client and applicable to the Services. The Client shall designate a person to act with authority on its behalf in respect to the Services. The Client shall promptly respond to Consultant's requests for reviews and approvals of its work, and to its requests for decisions related to the Services. Client understands and agrees that Consultant is entitled to rely on all information, data and documents (collectively, "Information") supplied to Consultant by Client or any of its agents, contractors or proxies or obtained by Consultant from other usual and customary sources including other government sources or proxies as being accurate and correct and Consultant will have no obligation to confirm that such Information is correct and that Consultant will have no liability to Client or any third party if such Information is not correct.

10. Indemnification. Consultant shall defend, indemnify and hold harmless Client, its officers, employees, officials and agents from and against all claims, demands, losses, liabilities, costs and expenses, including reasonable attorneys' fees, (collectively "Liabilities") arising out of or resulting from the negligence or willful misconduct of Consultant or a breach by Consultant of its obligations under this Agreement, except to the extent such Liabilities are caused by the negligence or willful misconduct of Client. Consultant will not be liable to the Client or anyone who may claim any right due to a relationship with Client, for any acts or omissions in the performance of Services under this Agreement, unless those acts or omissions are due to the negligence or willful misconduct of Consultant. Except in the case of Consultant's negligence, willful misconduct or breach of its obligations under this Agreement, Client shall defend, indemnify and hold harmless Consultant, its officers, directors, shareholders, employees and agents from and against all Liabilities to the extent that such Liabilities arise out of Consultant performing Services pursuant to the terms of this Agreement, including, without limitation, any Liabilities arising as a result of Client or any of its agents or contractors supplying incorrect Information or documentation to Consultant. The provisions of this Section 10 shall survive termination of this Agreement.

11. Limitation of Liabilities. Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to Client for any and all injuries, claims losses, expenses or damages whatsoever arising out of or in any way related to Consultant's Services under this Agreement from any cause or causes, including but not limited to Consultant's negligence, errors, omissions or breach of contract (hereafter " Client claims") shall not exceed the total sum paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Client claims under the terms and conditions of Consultant's insurance policies applicable thereto. If no such insurance coverage is provided with respect to Client claims, then Consultant's total liability to Client for any and all such uninsured Client claims shall not exceed the total compensation paid to Consultant under this Agreement. In no event (including, without limitation, the failure of the essential purpose of any remedy) shall Consultant be liable to Client on any theory of liability, whether in an action for contract, strict liability, tort (including negligence) or otherwise for any special, incidental, indirect, or consequential damages of any kind, including lost revenues, even if Client has been advised of the possibility of such damages. The provisions of this Section 11 shall survive termination of this Agreement.

12. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, gender identity, sexual orientation, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

13. Attorneys' Fees. In the event of any action or other proceeding, including arbitration or other non-judicial proceedings, arising from, in, under or concerning this Agreement and any amendment thereof, including, without limiting the generality of the foregoing, any claimed breach hereof, the prevailing party in such action or proceeding shall be entitled to recover from the other party in such action or proceeding, such sum as the court shall fix as reasonable attorneys' fees incurred by such prevailing party.

14. Compliance with Law. In connection with the services rendered hereunder, Consultant agrees to abide by all federal, state, and local laws, ordinances and regulations.

15. Entire Agreement; Amendment. This Agreement, including the Exhibits attached hereto, constitutes the final, complete and exclusive statement of the terms of the agreement between Client and Consultant with respect to the transactions contemplated hereby and supersedes all prior and contemporaneous agreements, arrangements or understandings between them with respect thereto. This Agreement may not be amended, modified or changed except by instruments in writing signed by all of the parties hereto.

16. Nonwaiver. No failure or neglect of either party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged.

17. Controlling Law; Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of California without reference to its choice of law provisions. The parties hereto hereby irrevocably waive any objection, including, without limitation, any objection to the laying of venue or based on *Forum Non Conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in the manner, or in any of the jurisdictions, provided herein.

18. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

19. Further Assurances. The parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to carry out the intent and purposes of this Agreement.

20. Successors and Assigns. Consultant and Client each binds itself, its partners, its successors, legal representatives and assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all covenants and agreements contained herein.

21. Notices. All notices, requests, demands, and other communications required to or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other party; or (b) when received when sent by e-mail or facsimile at the address and number set forth below (provided, however, that the receiving party confirms receipt of such notice by e-mail, facsimile or any other method permitted hereunder, and that any notice given by e-mail or facsimile shall be deemed received on the next business day if such notice is received after 5:00 p.m. (recipient's time) or on a non-business day); or (c) three business days after the same have been deposited in a United States post office with first class or certified mail return receipt requested postage prepaid and addressed to the parties as set forth below; or (d) the next business day after same has been deposited with a reputable overnight delivery service reasonably known by the parties (such as FedEx, DHL WorldWide Express, California Overnight, USPS Priority Mail Express, etc.), postage prepaid, addressed to the parties as set forth below with next-business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider.

If to Consultant:

NBS Government Finance Group
Attention: Michael Rentner, Chief Executive Officer
32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Telephone: (951) 296-1997
Fax No.: (951) 296-1998
E-Mail: mrentner@nbsgov.com

If to Client:

City of Newman
Attention: Lewis Humphries, Finance Director
1162 Main Street
Newman, CA 95360
Telephone: (209) 862-3725
Fax No.: (209) 862- 3199
E-Mail: lhumphries@cityofnewman.com

22. References and Titles. All references in this Agreement to Articles, Sections, Subsections and other subdivisions refer to corresponding Articles, Sections, Subsections and other subdivisions of this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any subdivision are for convenience only and do not constitute any part of such subdivision and shall be disregarded in construing the language contained in such subdivision. The words this Agreement, this instrument, herein, hereof, hereby, hereunder, and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. Pronouns in masculine, feminine and neuter genders shall be construed to include any

other gender, and words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires.

23. Time. Time is of the essence.

24. No Third Party Beneficiaries. Nothing contained in this Agreement is intended to and nothing contained herein shall be interpreted to confer on any party the rights of a third party beneficiary and this Agreement shall be for the sole benefit of the parties hereto.

25. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstances is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

26. Language. The language of this Agreement shall be construed as a whole and in accordance with the fair meaning of the language used. The language of this Agreement shall not be strictly construed against either party based upon the fact that either party drafted or was principally responsible for drafting this Agreement or any specific term or condition hereof.

27. Termination. This Agreement may be terminated by either party by giving ten (10) business days written notice to the other party of its intent to terminate this Agreement. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination and Client shall be entitled to all work performed to that date.

IN WITNESS WHEREOF, Client and Consultant have executed this Agreement on the day and year first above written.

CONSULTANT	CLIENT
NBS GOVERNMENT FINANCE GROUP, a California corporation, dba NBS	CITY OF NEWMAN
By: _____	By: _____
Name: Michael Rentner	Name: _____
Title: Chief Executive Officer	Title: _____

Attachments:

Exhibit A: Consultant Scope of Services
Exhibit B: Compensation for Services

EXHIBIT A

CONSULTANT SCOPE OF SERVICES

PHASE 1 – SPECIAL FINANCING DISTRICT FEASIBILITY ANALYSIS

Data Collection. Consultant will gather and review data relevant to the formation of the Special Financing District ("SFD"). Data will be obtained from various sources, including City records, Assessor's parcel maps, and County Assessor information.

Preliminary Cost Estimate. Consultant will obtain the estimate of project costs and incidental expenses and prepare a preliminary total project Cost Estimate.

Preliminary District Boundaries. Consultant will make preliminary determinations of the property benefited from the proposed improvements.

- Establish tentative boundaries for the Special Financing District.
- Verify land use based on last assessor's secured property roll.

Parcel Database. Consultant will establish a parcel database for assessor parcels as currently shown on the County assessor's parcel maps or development maps. The database will include land divisions, ownership and mailing information, and parcel information relevant to the calculation of the special tax rates.

Financial modeling. Develop a financial analysis that would support potential SFD's.

Initial analysis of SFD options. Research and analyze available and relevant SFD mechanisms, including special assessment and special tax measures.

Preliminary Special Tax Rates. Consultant will prepare estimated special tax rates for review by all stakeholders.

Client Review. Consultant will communicate with Client staff for the review of costs, improvements, statute requirements.

Findings and Recommendations Report. Prepare a Report, summarizing the findings and recommendations. The main goal of the report is to inform the Client of the SFD options available and to provide a recommended option. The report will provide analysis and numerical support for the potential Rate and Method of Apportionment of Special Taxes. The Client will use the report for a determination to proceed with the formation of a Special Financing District. The Client may also use the report for community outreach efforts where all stakeholders may provide input, and participate.

Presentation. Prepare for and provide support to Client staff for their use at a City Council study session.

Meeting Attendance. Consultant will attend up to a total of two meetings (including community outreach meetings) to address questions and/or concerns. Consultant will attend additional meetings as requested by the Client subject to additional expenses for time and travel.

Toll-Free Phone Number. Consultant will provide a toll-free phone number for use by the Client staff and all stakeholders. Consultant staff will be available to answer questions regarding the Findings and Recommendations Report.

PHASE 2 – COMMUNITY FACILITIES DISTRICT FORMATION SERVICES

Phase 2 is optional and will only be performed if authorized by Client Staff.

District Boundaries. Consultant will make determinations of the property subject to the Special Tax.

- Establish boundaries for the Community Facilities District, giving consideration to both the project area and peripheral lands.
- Verify ownership based on last equalized tax roll, which can used to analyze ownership and for mailing courtesy notices as desired by the Client.
- Formulate concepts with viable alternatives for spreading costs reasonably within the CFD boundary.

Cost Estimate. Consultant will obtain the estimate of project costs and incidental expenses and prepare a total project Cost Estimate.

Rate and Method of Apportionment (Special Tax Formula). Consultant will formulate and present the Rate and Method of Apportionment (aka the Special Tax Formula) to the Client, legal counsel, the financial advisor and others, as appropriate. This will include:

- Description of the maintenance & operations for services/facilities and the administrative overhead to be subject to the special tax including cost estimates.
- Calculation of a special tax rate which captures all or as many costs as possible including administration costs and also includes an escalator to help cover increased costs due to inflation, and into perpetuity.
- A special tax methodology which allows future developments to be annexed into the District.
- A special tax methodology that adheres to the current laws and statutes.
- Allocation of the special tax to fairly spread costs between all affected parcels.

Mapping. Consultant will prepare the Boundary Map and related documents and present to the Client as required by the Mello-Roos Community Facilities Act of 1982.

Special Tax Report. Based on the results of the aforementioned reviews, discussions and modifications, Consultant will prepare a detailed written report (Special Tax Report) including the Cost Estimate, the Rate and Method of Apportionment and the Boundary Map and present to the Client, legal counsel, the financial advisor and property owners. NBS will file the Special Tax Report with the City Clerk.

Map Recordation. Consultant will coordinate with the City Clerk the recordation of the Boundary Map with County Recorder in compliance with the Mello-Roos Community Facilities Act of 1982.

Public Hearing. Consultant will present all necessary testimony and respond to public comments regarding the district formation proceedings. We will prepare a booklet for each member of the City Council and each appropriate staff member, consisting of a Special Tax Report, a listing of parcel ownership and general information. Prior to conclusion of the hearing, Consultant will tabulate all written protests, and file a written summary thereof with the Client.

Election Process. Consultant will provide support to Client Legal Counsel's preparation of the resolutions and voter information required by County election officials to ensure that the CFD formation question is included on the November 3, 2015 or November 8, 2016 general election ballot, as determined by the Client.

Filing CFD Documents. Consultant will, if revised from the proposed Boundary Map, coordinate with the City Clerk the recordation of an amended Boundary Map with County Recorder in compliance with the Mello-Roos Community Facilities Act of 1982. Consultant will also coordinate with the City Clerk the recordation of the Notice of Special Tax Lien, including the Rate and Method of Apportionment, with County Recorder in compliance with the Mello-Roos Community Facilities Act of 1982.

Provide Data for Bond Documents. Consultant will provide certain disclosure data for the bond documents including the Official Statement. Such data shall include parcel data, assessed value data, value-to-lien information, Special Tax classification information and other relevant data necessary for proper disclosure to potential bond investors.

Review Bond Documents. Consultant will review all bond documents prepared and provided by bond or other legal counsel and the financial advisor including the Official Statement, the Bond Indenture and the Continuing Disclosure Agreements.

EXHIBIT B

COMPENSATION FOR SERVICES

Phase 1 - Special Financing District Feasibility Analysis
Feasibility Study Consulting $19,500
Estimated Expenses..... $1,500
Total not-to-exceed of fees above $21,000

Phase 2 – Community Facilities District Formation Services
Phase 2 is optional and will only be performed if authorized by City Staff.
Community Facilities District Formation $9,500
Initial Disclosure for Bond Issuance $10,000
Estimated Expenses..... $1,500
Total not-to-exceed of fees above $21,000

Expenses

Customary out-of-pocket expenses will be billed to the Client at actual cost to Consultant at the fees listed above. These expenses may include, but not be limited to travel, postage, telephone, reproduction, meals and various County charges for tapes, maps, and recording fees.

Hourly Rates

The following table shows our current hourly rates. Additional services authorized by the Client will be billed at this rate or the then applicable hourly rate.

Title	Hourly Rate
Director	$ 205
Senior Consultant/Engineer	160
Consultant	140
Analyst	120
Clerical/Support	95

Terms

Services will be invoiced monthly. Expenses will be itemized and included in the next regular invoice. Fees for all other services will be invoiced upon completion of the task. If the project is prematurely terminated by either party, Consultant shall receive payment for work completed. Payment shall be made within 30 days of submittal of an invoice. If payment is not received within 90 days simple interest will begin to accrue at the rate of 1.5% per month. Either party can cancel administration contracts with 30 days written notice.

Agenda Item: 10.e.

Honorable Mayor and Members
of the Newman City Council

City Council Meeting
of April 14, 2015

CDBG FUNDING SHARE AGREEMENT WITH CITY OF WATERFORD

RECOMMENDATION:

Authorize the City Manager to enter into an agreement with City of Waterford to exchange CDBG allocation.

BACKGROUND:

The City of Newman is an active member of in the Stanislaus County CDBG Consortium. As a member, the City receives an annual allotment of funds to sue towards eligible projects. From time to time, member agencies reach mutually beneficial agreements to swap allocation amounts to help reach a funding level that is necessary to complete a specific project.

ANALYSIS:

The City of Waterford has reached out to Newman in an effort to secure additional funding ($100,000) for Fiscal Year 2015/16 in order to complete their CDBG project in a single year. In exchange for the City's allocation, Waterford will provide Newman an equal amount ($100,000) in FY 2016/17. Should Waterford's allocation fall below the $100,000 in FY 16/17, they are agreeing to reimburse the difference with other eligible local funds.

FISCAL IMPACT:

No fiscal impact

CONCLUSION

Staff recommends that the City Council Authorize the City Manager to enter into a CDBG Fund Sharing Agreement that allocates $100,000 of our FY 15/16 funding to Waterford in exchange for Waterford allocating $100,000 back to the Newman in FY 16/17. The proposed agreement has been reviewed and approved by legal counsel.

ATTACHMENTS:

1. Attachment A - Copy of the CDBG Funding Share Agreement.

Respectfully submitted,

Michael Holland
City Manager

CDBG Funding Share Agreement
Between the City of Waterford and the City of Newman
April 2, 2015

The Cities of Waterford and Newman are members of the Stanislaus County CDBG Consortium. Each agency receives annual CDBG allocations based on their population for HUD authorized expenditures in targeted income group neighborhoods.

Based on each agency's current annual allocation, the allotment is often insufficient to do a comprehensive project in one year, and often requires multiple years or phased projects. Sharing an annual allocation with another agency will enable each to be able to do projects at once as desired.

The City of Waterford and the City of Newman hereby agree to the following CDBG Funding Share Agreements.

1. Effective July 1, 2015, Newman will allocate $100,000 of their FY16 CDBG allocation to Waterford.

2. Effective July 1, 2016, Waterford will allocate $100,000 of their FY17 CDBG allocation to Newman.

3. Each agency will evaluate the funding share agreement upon its conclusion and can extend accordingly upon mutual agreement.

Should either agency have insufficient CDBG funds to allocate to each other, the agency agrees to subsidize the difference with other eligible local funds.

CITY OF NEWMAN

By: _____
Michael E. Holland, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Phaedra Norton, City Attorney

ATTEST:

By: _____
Mike Maier, City Clerk

CITY OF WATERFORD

By: _____
Tim Ogden, City Manager

Date: _____

APPROVED AS TO FORM:

By:_____
Corbett J. Browning, City Attorney

ATTEST:

By: _____
Lori Martin, MMC, City Clerk