



**AGENDA**  
**NEWMAN CITY COUNCIL**  
**REGULAR MEETING APRIL 28, 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 – Safe Digging Month. ([View Proclamation](#))
  - b. Proclamation – Bike To Work Month. ([View Proclamation](#))
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 April 14, 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 Report](#))
10. **Regular Business**
  - a. Consider Appointment Of A Candidate To Fill The Vacant City Treasurer Position. ([View Report](#))
  - b. Adopt Resolution No. 2015- , A Resolution Approving A Regional Solid Waste Disposal Plan Memorandum Of Understanding Between The City Of Newman And Stanislaus County, And Authorize The Mayor To Execute The Memorandum Of Understanding. ([View Report](#))
11. **Items From District Five Stanislaus County Supervisor.**
12. **Items From The City Manager And Staff.**
13. **Items From City Council Members.**
14. **Adjournment.**

### **Calendar of Events**

April 27 - Community Committee Meeting - Cancelled

April 28 - City Council - 7:00 P.M.

May 7 - Low Cost Animal Clinic - Pioneer Park - 5:00 P.M. To 7:00 P.M.

May 10 - Mother's Day.

May 11 - NCLUSD Board Meeting - 6:00 P.M.

May 11 - Community Committee Meeting - 6:00 P.M.

May 12 - City Council - 7:00 P.M.

May 14 - Recreation Commission - 7:00 P.M.

May 21 - Planning Commission - 7:00 P.M.

May 25 - Memorial Day Holiday - City Offices Closed.

May 25 - Community Committee Meeting - 6:00 P.M.

May 26 - City Council - 7:00 P.M.

# Proclamation

## of the Mayor of the City of Newman

WHEREAS, the 811 "Call Before You Dig" program is a vital public education and awareness program that will help keep Californians safe, and education is the key to promoting safe digging practices, and;

WHEREAS, excavators, homeowners, and professional contractors can save time and money while making California's communities a safer place to live and work by dialing 811 in advance of all digging projects, and;

WHEREAS, utility lines are often buried only a few inches underground, making them easy to strike and cause damage and harm even during shallow excavation projects, and;

WHEREAS, more than 170,000 underground utility lines are struck each year in the United States and approximately 33 percent of all digging damages in the United States result from not calling 811 before digging, and;

WHEREAS, undesired consequences, such as service interruption, outages, damage to public and private infrastructure and property, damage to the environment, personal injury, and death, are risked by failing to call 811 before digging or safely marking utility lines, and;

WHEREAS, as California's economy continues to recover from the recession and the state's economic recovery stimulates new construction, new construction requires supporting infrastructure, and California's underground utility infrastructure is jeopardized by unintentional damage caused by those who fail to call before digging, and;

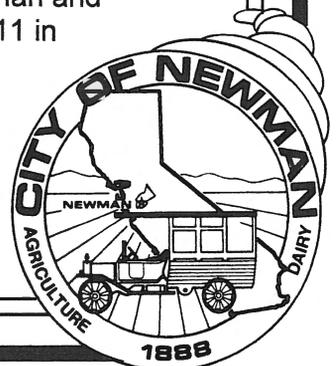
WHEREAS, the free notification service provided by Underground Service Alert of Northern California and Nevada has dramatically reduced the number of accidents causing property damage, personal injury, and interruption of vital services, and;

WHEREAS, California public agencies should enforce California Government Code 4216 regarding safe excavation practices, permitting and civil penalties.

NOW, THEREFORE, I Ed Katen, Mayor, on behalf of the Newman City Council, do hereby proclaim the month of April as Safe Digging Month in the City of Newman and encourage all excavators, homeowners and professional contractors to call 811 in advance of all digging projects

Signed the 28<sup>th</sup> day of April, 2014

Signed \_\_\_\_\_



# Proclamation

## of the Mayor of the City of Newman

WHEREAS, Bicycle commuting is an effective means to improve air quality, reduce traffic congestion, and conserve energy; and

WHEREAS, Bicycle commuting benefits both employees and employers through better employee health and fitness; reduced commuting, parking and health care costs; lower employee absenteeism and turnover; and increased employee productivity; and

WHEREAS, The Federal government has enacted the Bicycle Commuter Tax Provision for incurred costs which employees can pay for items such as bicycle purchases, improvements, repair and storage; and

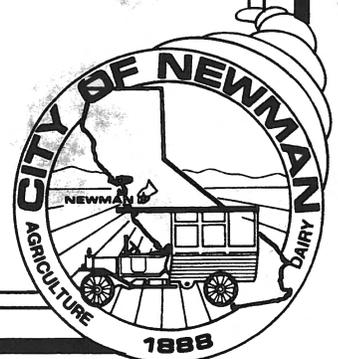
WHEREAS, The Stanislaus Council of Governments and the San Joaquin Council of Governments, through its Commute Connection program, promotes and organizes the annual National Bike to Work Week event along with the San Joaquin Valley Air Pollution Control District and REI, and supports bicycling through its employer outreach program; and

WHEREAS, The month of May is national Bike to Work month, which promotes bicycling as a viable means of transportation to and from work.

NOW, THEREFORE, I, Edward Katen, Mayor, on behalf of the Newman City Council, do hereby proclaim, **Tuesday, May 12, 2015** as Bike to Work day throughout the City of Newman and encourage all residents to recognize the importance of bicycle safety and be more aware of cyclists on our streets.

Signed the 28<sup>th</sup> day of April, 2014

Signed \_\_\_\_\_





## Void Check Register

### April 22, 2015

Verndor No	Vendor Name	Account	Invoice	Description	Amount	Check Date	Check Number
STA02	Stanislaus County Dept of Environmental Resources	60-50-6200	731756	Generator/hazardous materials/CUPA @ WWTP 1-1-15 tr	\$ 272.00	4/10/2015	107218
STA02	Stanislaus County Dept of Environmental Resources	10-33-6200	731596	Generator/hazardous materials/CUPA @ Corp yrd 1-1-15	\$ 218.56	4/10/2015	107218
STA02	Stanislaus County Dept of Environmental Resources	69-47-6200	731596	Generator/hazardous materials/CUPA @ Corp yrd 1-1-15	\$ 109.28	4/10/2015	107218
STA02	Stanislaus County Dept of Environmental Resources	10-44-6200	731596	Generator/hazardous materials/CUPA @ Corp yrd 1-1-15	\$ 109.28	4/10/2015	107218
					<b>\$ 709.12</b>		<b>107218</b>
					<b>\$ 709.12</b>		<b>Grand Total</b>



## Manual Check Register

### April 22, 2015

Vendor	Fund-Dept-Acct	Amount	Check #	Check Date	Description
F.S. Design and Print	60-50-6300	\$ 173.55	107241	4/10/2015	50 Safety green work shirts/PW
F.S. Design and Print	63-56-6300	\$ 173.55	107241	4/10/2015	50 Safety green work shirts/PW
F.S. Design and Print	10-33-6300	\$ 173.55	107241	4/10/2015	50 Safety green work shirts/PW
F.S. Design and Print	10-44-6300	\$ 173.56	107241	4/10/2015	50 Safety green work shirts/PW
		<b>\$ 694.21</b>	<b>107241 Total</b>		
		<b>\$ 694.21</b>	<b>Grand Total</b>		



## AP Check Register

### April 24, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
AUS Sacramento MC Lockbox	10-33-6200	107242	\$ 77.56	4/23/2015	Uniform cleaning/mat rental/towels/March 2015
AUS Sacramento MC Lockbox	10-44-6200	107242	\$ 51.70	4/23/2015	Uniform cleaning/mat rental/towels/March 2015
AUS Sacramento MC Lockbox	60-50-6200	107242	\$ 77.56	4/23/2015	Uniform cleaning/mat rental/towels/March 2015
AUS Sacramento MC Lockbox	63-56-6200	107242	\$ 51.70	4/23/2015	Uniform cleaning/mat rental/towels/March 2015
AUS Sacramento MC Lockbox	10-45-6200	107242	\$ 25.84	4/23/2015	Uniform cleaning/mat rental/towels/March 2015
AUS Sacramento MC Lockbox	10-07-6200	107242	\$ 147.90	4/23/2015	Uniform cleaning/mat rental/towels/March 2015
AUS Sacramento MC Lockbox	10-21-6200	107242	\$ 106.50	4/23/2015	Uniform cleaning/mat rental/towels/March 2015
		<b>107242 Total</b>	<b>\$ 538.76</b>		
ARROWHEAD MOUNTAIN SPRING	10-14-6300	107243	\$ 15.33	4/23/2015	Bottled water delivered/March 2015
ARROWHEAD MOUNTAIN SPRING	60-50-6300	107243	\$ 15.33	4/23/2015	Bottled water delivered/March 2015
ARROWHEAD MOUNTAIN SPRING	63-56-6300	107243	\$ 15.33	4/23/2015	Bottled water delivered/March 2015
ARROWHEAD MOUNTAIN SPRING	10-45-6300	107243	\$ (6.40)	4/23/2015	Bottled water delivered/March 2015
ARROWHEAD MOUNTAIN SPRING	10-21-6300	107243	\$ 5.88	4/23/2015	Bottled water delivered/March 2015
ARROWHEAD MOUNTAIN SPRING	60-50-6300	107243	\$ 45.50	4/23/2015	Bottled water delivered/March 2015
ARROWHEAD MOUNTAIN SPRING	63-56-6300	107243	\$ 45.49	4/23/2015	Bottled water delivered/March 2015
ARROWHEAD MOUNTAIN SPRING	60-50-6300	107243	\$ 55.44	4/23/2015	Bottled water delivered/March 2015
		<b>107243 Total</b>	<b>\$ 191.90</b>		
AT&T MOBILITY	10-21-6420	107244	\$ 432.82	4/23/2015	Cell phone use 3-6-15 to 4-5-15
AT&T MOBILITY	63-56-6420	107244	\$ 182.19	4/23/2015	Cell phone use 3-6-15 to 4-5-15
AT&T MOBILITY	10-44-6420	107244	\$ 29.78	4/23/2015	Cell phone use 3-6-15 to 4-5-15
AT&T MOBILITY	69-47-6420	107244	\$ 10.44	4/23/2015	Cell phone use 3-6-15 to 4-5-15
AT&T MOBILITY	60-50-6420	107244	\$ 283.08	4/23/2015	Cell phone use 3-6-15 to 4-5-15
AT&T MOBILITY	10-07-6420	107244	\$ 8.85	4/23/2015	Cell phone use 3-6-15 to 4-5-15
AT&T MOBILITY	10-22-6420	107244	\$ 25.70	4/23/2015	Cell phone use 3-6-15 to 4-5-15
AT&T MOBILITY	10-33-6420	107244	\$ 32.05	4/23/2015	Cell phone use 3-6-15 to 4-5-15
AT&T MOBILITY	10-22-6420	107244	\$ 33.74	4/23/2015	Cell phone use 3-6-15 to 4-5-15
AT&T MOBILITY	10-45-6420	107244	\$ 82.00	4/23/2015	Cell phone use 3-6-15 to 4-5-15
AT&T MOBILITY	10-03-6420	107244	\$ 34.48	4/23/2015	Cell phone use 3-6-15 to 4-5-15
AT&T MOBILITY	10-14-6420	107244	\$ 47.16	4/23/2015	Cell phone use 3-6-15 to 4-5-15
AT&T MOBILITY	22-20-6420	107244	\$ 3.54	4/23/2015	Cell phone use 3-6-15 to 4-5-15
AT&T MOBILITY	10-06-6420	107244	\$ 95.49	4/23/2015	Cell phone use 3-6-15 to 4-5-15
		<b>107244 Total</b>	<b>\$ 1,301.32</b>		
AT&T	10-14-6420	107245	\$ 5.95	4/23/2015	Analog line @ city hall 3-13-15 to 4-12-15
AT&T	60-50-6420	107245	\$ 5.95	4/23/2015	Analog line @ city hall 3-13-15 to 4-12-15
AT&T	63-56-6420	107245	\$ 5.96	4/23/2015	Analog line @ city hall 3-13-15 to 4-12-15
AT&T	10-21-6420	107245	\$ 18.51	4/23/2015	Landline phone calls 3-13-15 to 4-12-15
AT&T	10-07-6665	107245	\$ 16.40	4/23/2015	Landline phone calls 3-13-15 to 4-12-15
AT&T	63-56-6420	107245	\$ 48.87	4/23/2015	Landline phone calls 3-13-15 to 4-12-15
AT&T	60-50-6420	107245	\$ 17.34	4/23/2015	Landline phone calls 3-13-15 to 4-12-15



## AP Check Register April 24, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
AT&T	10-14-6420	107245	\$ 48.82	4/23/2015	Landline phone calls 3-13-15 to 4-12-15
		<b>107245 Total</b>	<b>\$ 167.80</b>		
B G AUTO	10-46-6300	107246	\$ 53.27	4/23/2015	Dual head gage
B G AUTO	10-46-6300	107246	\$ 4.71	4/23/2015	hose clamp/end 3/8 ID hose mend
		<b>107246 Total</b>	<b>\$ 57.98</b>		
BUSINESS CARD	10-14-6330	107247	\$ 376.92	4/23/2015	Pre-stamped envelopes
BUSINESS CARD	60-50-6330	107247	\$ 376.92	4/23/2015	Pre-stamped envelopes
BUSINESS CARD	63-56-6330	107247	\$ 376.91	4/23/2015	Pre-stamped envelopes
BUSINESS CARD	10-01-6690	107247	\$ 350.00	4/23/2015	Registration for 2015 Mayor's Executive Forum
BUSINESS CARD	10-02-6635	107247	\$ 79.95	4/23/2015	On-line renewal of Modesto Bee
BUSINESS CARD	10-33-6690	107247	\$ 2.00	4/23/2015	Parking fee for STANCOG meeting
		<b>107247 Total</b>	<b>\$ 1,562.70</b>		
CALIF BUILDING STANDARDS	10-00-2620	107248	\$ 157.00	4/23/2015	SB1473 fees payable Jan-March 2015
CALIF BUILDING STANDARDS	10-00-5310	107248	\$ (15.70)	4/23/2015	SB1473 fees payable Jan-March 2015/retainer
		<b>107248 Total</b>	<b>\$ 141.30</b>		
Canon Solutions America, Inc.	10-21-6200	107249	\$ 52.59	4/23/2015	Copier maintenance contract 3-1-15 to 3-31-15/PD
Canon Solutions America, Inc.	60-50-6200	107249	\$ 19.60	4/23/2015	Copier maintenance contract 3-1-15 to 3-31-15/PW
Canon Solutions America, Inc.	63-56-6200	107249	\$ 19.61	4/23/2015	Copier maintenance contract & copy charges 3-1-15 to 3-31-15/CH
Canon Solutions America, Inc.	10-14-6200	107249	\$ 85.54	4/23/2015	Copier maintenance contract & copy charges 3-1-15 to 3-31-15/CH
Canon Solutions America, Inc.	60-50-6200	107249	\$ 85.54	4/23/2015	Copier maintenance contract & copy charges 3-1-15 to 3-31-15/CH
Canon Solutions America, Inc.	63-56-6200	107249	\$ 85.55	4/23/2015	Copier maintenance contract & copy charges 3-1-15 to 3-31-15/CH
		<b>107249 Total</b>	<b>\$ 348.43</b>		
CBA (CALIFORNIA BENEFITS)	10-00-1110	107250	\$ 8,500.00	4/23/2015	Pre-paid dental/vision benefits
		<b>107250 Total</b>	<b>\$ 8,500.00</b>		
Chevron & Texaco Business Card Services	10-33-6500	107251	\$ 208.89	4/23/2015	Gas and diesel purchases 3-15-15 to 4-14-15
Chevron & Texaco Business Card Services	10-44-6500	107251	\$ 159.33	4/23/2015	Gas and diesel purchases 3-15-15 to 4-14-15
Chevron & Texaco Business Card Services	63-56-6500	107251	\$ 475.75	4/23/2015	Gas and diesel purchases 3-15-15 to 4-14-15
Chevron & Texaco Business Card Services	60-50-6500	107251	\$ 156.89	4/23/2015	Gas and diesel purchases 3-15-15 to 4-14-15
Chevron & Texaco Business Card Services	10-21-6500	107251	\$ 3,512.60	4/23/2015	Gas and diesel purchases 3-15-15 to 4-14-15
Chevron & Texaco Business Card Services	10-22-6500	107251	\$ 447.85	4/23/2015	Gas and diesel purchases 3-15-15 to 4-14-15
Chevron & Texaco Business Card Services	69-47-6500	107251	\$ 88.19	4/23/2015	Gas and diesel purchases 3-15-15 to 4-14-15
Chevron & Texaco Business Card Services	10-07-6500	107251	\$ 31.10	4/23/2015	Gas and diesel purchases 3-15-15 to 4-14-15
		<b>107251 Total</b>	<b>\$ 5,080.60</b>		
Churchwell White, LLP	10-15-6200	107252	\$ 1,515.60	4/23/2015	General municipal contract services/Feb 2015
		<b>107252 Total</b>	<b>\$ 1,515.60</b>		
City National Bank	60-50-8130	107253	\$ 161,500.00	4/23/2015	Principal payment of Refinance of 1999 COP WWTP
City National Bank	60-50-8125	107253	\$ 9,804.60	4/23/2015	Interest payment of Refinance of 1999 COP WWTP
		<b>107253 Total</b>	<b>\$ 171,304.60</b>		
City of Oakdale	10-21-6615	107254	\$ 66,554.15	4/23/2015	Dispatch services Jan-April 2015



## AP Check Register April 24, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
		<b>107254 Total</b>	<b>\$ 66,554.15</b>		
COMCAST CABLE	10-21-6420	107255	\$ 138.84	4/23/2015	Interent conncection between 1200 Main St to Oakdale 4-6 to 5-05
		<b>107255 Total</b>	<b>\$ 138.84</b>		
CVCWA c/o Rancho Murieta CSD	63-56-6690	107256	\$ 100.00	4/23/2015	2015 CVCWA conference registration/Kim
		<b>107256 Total</b>	<b>\$ 100.00</b>		
Datamatic, Inc	63-56-6300	107257	\$ 327.00	4/23/2015	3 Lithium batteries and 3 straps for handheld water meters
		<b>107257 Total</b>	<b>\$ 327.00</b>		
DEPART. OF CONSERVATION	10-00-2605	107258	\$ 354.52	4/23/2015	SMOT fees payable Jan-March 2015
DEPART. OF CONSERVATION	10-00-5310	107258	\$ (17.73)	4/23/2015	SMOT fees payable Jan-March 2015/retainer fees
		<b>107258 Total</b>	<b>\$ 336.79</b>		
Department of Motor Vehicles	10-44-6530	107259	\$ 52.00	4/23/2015	DMV renewal on 88Y17K/GEM
		<b>107259 Total</b>	<b>\$ 52.00</b>		
FERGUSON ENTERPRISES, INC 1423	63-56-6300	107260	\$ 1,872.59	4/23/2015	15) 3/4 " water meters
		<b>107260 Total</b>	<b>\$ 1,872.59</b>		
FGL ENVIRONMENTAL, INC	63-56-6200	107261	\$ 554.00	4/23/2015	Inorganic Analysis sampling
FGL ENVIRONMENTAL, INC	60-50-6200	107261	\$ 287.00	4/23/2015	Inorganic Analysis/support analysis
FGL ENVIRONMENTAL, INC	60-50-6200	107261	\$ 1,036.00	4/23/2015	Bacti & inorganic & support analysis
FGL ENVIRONMENTAL, INC	60-50-6200	107261	\$ 2,668.00	4/23/2015	Quarterly groundwater monitoring
		<b>107261 Total</b>	<b>\$ 4,545.00</b>		
Fitzgerald Dena	10-00-2841	107262	\$ 80.00	4/23/2015	Refund of ShermanPark deposit/Fitzgerald
		<b>107262 Total</b>	<b>\$ 80.00</b>		
FRANKLIN PET CEMETERY & C	10-21-6207	107263	\$ 3.20	4/23/2015	Animal disposal clinic
FRANKLIN PET CEMETERY & C	10-21-6207	107263	\$ 41.20	4/23/2015	Animal disposal clinic
FRANKLIN PET CEMETERY & C	10-21-6207	107263	\$ 21.60	4/23/2015	Animal disposal clinic
		<b>107263 Total</b>	<b>\$ 66.00</b>		
GEOANALYTICAL LAB, INC.	60-50-6200	107264	\$ 355.00	4/23/2015	BOD/TSS/Nitrate testing @ WWTP/March 2014
GEOANALYTICAL LAB, INC.	63-56-6200	107264	\$ 400.00	4/23/2015	4 weekly Bacti testing water/March 2014
		<b>107264 Total</b>	<b>\$ 755.00</b>		
Grand Lodge of California	40-07-8130	107265	\$ 616.34	4/23/2015	Principal payment/May 20154
Grand Lodge of California	60-50-8130	107265	\$ 616.33	4/23/2015	Principal payment/May 20154
Grand Lodge of California	63-56-8130	107265	\$ 616.33	4/23/2015	Principal payment/May 20154
Grand Lodge of California	40-07-8120	107265	\$ 1,021.90	4/23/2015	Interestl payment/May 20154
Grand Lodge of California	60-50-8125	107265	\$ 1,021.90	4/23/2015	Interest payment/May 20154
Grand Lodge of California	63-56-8125	107265	\$ 1,021.90	4/23/2015	Interest payment/May 20154
		<b>107265 Total</b>	<b>\$ 4,914.70</b>		
HOUSE STEPHANIE	10-45-6740	107266	\$ 3.54	4/23/2015	Reimbursement for supplies purchased/House
		<b>107266 Total</b>	<b>\$ 3.54</b>		
INFOSEND, INC	60-50-6200	107267	\$ 962.60	4/23/2015	Utility bill and late notice/March 2015
INFOSEND, INC	63-56-6200	107267	\$ 962.59	4/23/2015	Utility bill and late notice/March 2015



## AP Check Register

### April 24, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
		<b>107267 Total</b>	<b>\$ 1,925.19</b>		
J&E Janitorial and Handyman	10-07-6200	107268	\$ 200.00	4/23/2015	Detailed cleaning of bathrooms/mopped, swept and polished floors
		<b>107268 Total</b>	<b>\$ 200.00</b>		
JOE'S LANDSCAPING & CONCR	69-47-6200	107269	\$ 4,540.00	4/23/2015	Lighting & Landscape services/March 2015
		<b>107269 Total</b>	<b>\$ 4,540.00</b>		
Kim Koosun	63-56-6635	107270	\$ 100.00	4/23/2015	Reimbursement of 2014-2015 Rotary membership dues/Kim
		<b>107270 Total</b>	<b>\$ 100.00</b>		
Law Enforcement Systems, Inc	10-21-6300	107271	\$ 108.00	4/23/2015	500 Property owner door hangers
		<b>107271 Total</b>	<b>\$ 108.00</b>		
Magana Liliana	10-00-2841	107272	\$ 20.00	4/23/2015	Refund Pioneer Park deposit/Magana
		<b>107272 Total</b>	<b>\$ 20.00</b>		
MID VALLEY IT, INC	10-21-6200	107273	\$ 1,583.20	4/23/2015	IT CONTRACT/PD/May 2015
MID VALLEY IT, INC	10-14-6200	107273	\$ 791.60	4/23/2015	IT CONTRACT/FIN/May 2015
MID VALLEY IT, INC	63-56-6200	107273	\$ 791.60	4/23/2015	IT CONTRACT/WATR/May 2015
MID VALLEY IT, INC	60-50-6200	107273	\$ 791.60	4/23/2015	IT CONTRACT/SEWR/May 2015
		<b>107273 Total</b>	<b>\$ 3,958.00</b>		
North Star Engineering Group, Inc	18-32-7739	107274	\$ 1,168.75	4/23/2015	Engineering services/Inyo Ave & Hwy 33/March 2015
		<b>107274 Total</b>	<b>\$ 1,168.75</b>		
NORMAC, INC.	10-44-6300	107275	\$ 396.06	4/23/2015	16 Rainbird Falcon sprinklers
NORMAC, INC.	69-47-6300	107275	\$ 61.88	4/23/2015	1 Rainbird valves
		<b>107275 Total</b>	<b>\$ 457.94</b>		
P G & E	10-21-6510	107276	\$ 25.32	4/23/2015	Natural gas pumped @ 1125 Fresno
P G & E	10-33-6510	107276	\$ 75.93	4/23/2015	Natural gas pumped @ 1125 Fresno
P G & E	10-44-6510	107276	\$ 50.64	4/23/2015	Natural gas pumped @ 1125 Fresno
P G & E	60-50-6510	107276	\$ 25.32	4/23/2015	Natural gas pumped @ 1125 Fresno
P G & E	63-56-6510	107276	\$ 25.32	4/23/2015	Natural gas pumped @ 1125 Fresno
P G & E	10-07-6410	107276	\$ 282.36	4/23/2015	Gas and electric @ City Hall 3-9-15 to 4-6-15
P G & E	60-50-6410	107276	\$ 282.36	4/23/2015	Gas and electric @ City Hall 3-9-15 to 4-6-15
P G & E	63-56-6410	107276	\$ 282.37	4/23/2015	Gas and electric @ City Hall 3-9-15 to 4-6-15
		<b>107276 Total</b>	<b>\$ 1,049.62</b>		
Rodriguez Natalie	10-00-2841	107277	\$ 80.00	4/23/2015	Refund Sherman Park deposit/Rodriguez
		<b>107277 Total</b>	<b>\$ 80.00</b>		
RUMBLE TREE PEST MGMT,INC	10-44-6200	107278	\$ 728.00	4/23/2015	Soil injected 8 large Elm trees @ Pioneer Park
		<b>107278 Total</b>	<b>\$ 728.00</b>		
SPRINGBROOK SOFTWARE	10-14-6310	107279	\$ 302.00	4/23/2015	Monthly web payments/
SPRINGBROOK SOFTWARE	60-50-6310	107279	\$ 301.99	4/23/2015	Monthly web payments/
SPRINGBROOK SOFTWARE	63-56-6310	107279	\$ 302.01	4/23/2015	Monthly web payments/
SPRINGBROOK SOFTWARE	10-14-6310	107279	\$ (152.67)	4/23/2015	Monthly web payments/goodwill credit for ACH issues/March 2015
SPRINGBROOK SOFTWARE	60-50-6310	107279	\$ (152.66)	4/23/2015	Monthly web payments/



## AP Check Register April 24, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
SPRINGBROOK SOFTWARE	63-56-6310	107279	\$ (152.67)	4/23/2015	Monthly web payments/
		<b>107279 Total</b>	<b>\$ 448.00</b>		
Stanislaus County Dept of Environmental Resources	10-33-6200	107280	\$ 136.00	4/23/2015	CUPA general program/hazardous materials/generator @ corp yard
Stanislaus County Dept of Environmental Resources	69-47-6200	107280	\$ 68.00	4/23/2015	CUPA general program/hazardous materials/generator @ corp yard
Stanislaus County Dept of Environmental Resources	10-44-6200	107280	\$ 68.00	4/23/2015	CUPA general program/hazardous materials/generator @ corp yard
Stanislaus County Dept of Environmental Resources	60-50-6200	107280	\$ 272.00	4/23/2015	CUPA general program/hazardous materials/generator @ WWTP
		<b>107280 Total</b>	<b>\$ 544.00</b>		
STANISLAUS COUNTY DEPT	10-00-2842	107281	\$ 416.50	4/23/2015	START bus ticket sales Jan-March 2015
		<b>107281 Total</b>	<b>\$ 416.50</b>		
STANTEC CONSULTING SERVICE, Inc	60-50-6200	107282	\$ 5,474.75	4/23/2015	Newman Water and wastewater on-call thru 2-20-15
STANTEC CONSULTING SERVICE, Inc	64-56-6201	107282	\$ 2,775.93	4/23/2015	Predesign of well & transmission thru 2-20-15
		<b>107282 Total</b>	<b>\$ 8,250.68</b>		
SWRCB Accounting Office	63-56-6675	107283	\$ 2,305.28	4/23/2015	Large water System fees for 7-1-14 to 12-31-14
		<b>107283 Total</b>	<b>\$ 2,305.28</b>		
SAGASTUME ALBERTO	63-00-2010	107284	\$ 7.31	4/23/2015	Refund Check
		<b>107284 Total</b>	<b>\$ 7.31</b>		
MATTOS NEWSPAPERS, INC.	10-01-6620	107285	\$ 75.00	4/23/2015	Congrats ad/winter sports
MATTOS NEWSPAPERS, INC.	10-01-6600	107285	\$ 150.00	4/23/2015	Notice of public hearing/Stanislaus St closure
MATTOS NEWSPAPERS, INC.	10-21-6600	107285	\$ 58.75	4/23/2015	Employment ads/CSO & reserve officer
MATTOS NEWSPAPERS, INC.	63-56-6600	107285	\$ 69.25	4/23/2015	Employment ads/Maintenance Worker I
MATTOS NEWSPAPERS, INC.	10-21-6600	107285	\$ 100.00	4/23/2015	Employment ads/CSO officer
MATTOS NEWSPAPERS, INC.	10-21-6300	107285	\$ 66.73	4/23/2015	250 business cards/Cooksey
MATTOS NEWSPAPERS, INC.	18-32-7739	107285	\$ 105.00	4/23/2015	Public notice/request of hazardous waste site assessment
MATTOS NEWSPAPERS, INC.	18-32-7739	107285	\$ 105.00	4/23/2015	Public notice/request for qualifications Traffic Engineering
MATTOS NEWSPAPERS, INC.	18-32-7739	107285	\$ 56.00	4/23/2015	Public notice/request for qualifications Cultural reports
MATTOS NEWSPAPERS, INC.	20-06-6600	107285	\$ 836.00	4/23/2015	Notice to bidders/CDBG waterline improvements
		<b>107285 Total</b>	<b>\$ 1,621.73</b>		
Westside Niners	10-00-2841	107286	\$ 50.00	4/23/2015	Refund of Sherman Park deposit/West Side Niners
		<b>107286 Total</b>	<b>\$ 50.00</b>		
Westside Landscape & Concrete	10-33-6200	107287	\$ 130.00	4/23/2015	Stump grinding & removal of excess tailings @ 1107 S Street
		<b>107287 Total</b>	<b>\$ 130.00</b>		
YANCEY LUMBER COMPANY	10-21-6300	107288	\$ 13.99	4/23/2015	Black contractor bags
		<b>107288 Total</b>	<b>\$ 13.99</b>		
		<b>Grand Total</b>	<b>\$ 298,579.59</b>		



## Manual Check Register

### April 24, 2015

Vendor	Fund-Dept-Acct	Amount	Check #	Check Date	Description
Harris Builders, Inc	71-07-7505	\$ 46,195.55	107301	4/24/2015	Appliation payment #7 Memorial Bldg renovation
		<b>\$ 46,195.55</b>	<b>107301 Total</b>		
		<b>\$ 46,195.55</b>	<b>Grand Total</b>		



**MINUTES**  
**NEWMAN CITY COUNCIL**  
**REGULAR MEETING APRIL 14, 2015**  
**CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET**

1. **Call To Order** - Mayor Katen 7:00 P.M.
2. **Pledge Of Allegiance.**
3. **Invocation** - Mayor Pro-Tem Martina.
4. **Roll Call - PRESENT:** Davis, Graham, Candea, Martina And Mayor Katen.  
**ABSENT:** None.
5. **Declaration Of Conflicts Of Interest** - None.
6. **Ceremonial Matters**
  - a. Proclamation - Library Week.

Mayor Katen Presented Newman Librarian Natalie Karsten With A Library Week Proclamation.

Natalie Karsten, Newman Librarian, Reviewed Current And Upcoming Library Programs. Karsten Thanked The Friends Of The Newman Library Organization And The Community For Their Support Of Newman's Public Library.

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

Teresa Smith, 1313 Pointer Way, Representing The Orestimba 50+ Club, Noted That The Club Started 40 Years Ago In 1975 With Meetings On The First And Third Fridays Of The Month. Smith Indicated That The Club Has Been Meeting At The McConnell Building During The Memorial Center Renovations. She Stated That There Are 46 Paid Members And 59 Members In Total, That They Are A Non-Profit Senior Club And That Their Dues Are Only \$10.00 Per Year. Smith Requested If They Could Continue To Pay Their Pervious Amount Of \$25.00 Per Month Instead Of The Higher Rates Proposed By City Staff. She Stated That She Was Upset With The Way The Seniors Were Being Treated. Smith Noted That Many Cities Don't Charge For Seniors To Use Facilities. Smith Concluded By Stating That She Felt Like The City Is Not Looking After Their Seniors.

Joanne Martinez, 50 + Club Member, Stated That The Hours Of 1:00 P.M. To 3:00 P.M. On Fridays Afternoons Don't Seem Busy.

Mayor Katen Asked That A Couple Of 50 + Club Representatives Meet With The City Manager To Work Out A Solution.

**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 24, 2015 Meeting.

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

## 9. Public Hearings

- a. Adopt Resolution No. 2015-14, A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.

Mayor Katen Opened The Public Hearing At 7:29 P.M.

There Being No Public Comment, Katen Closed The Public Hearing At 7:30 P.M.

**ACTION:** On Motion By Davis Seconded By Graham, Resolution No. 2015-14, A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 281 Mistletoe Abatement, Was Adopted By The Following Vote: AYES: Davis, Graham, Candea, Martina And Mayor Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

## 10. Regular Business

- a. Adopt Resolution No. 2015-15, A Resolution Of Concurrence And Support Of The Stanislaus County CDBG Fiscal Year 2015-2016 Annual Action And 2015-2020 Consolidated Plans.

**ACTION:** On Motion By Candea Seconded By Martina, Resolution No. 2015-15, A Resolution Of Concurrence And Support Of The Stanislaus County CDBG Fiscal Year 2015-2016 Annual Action And 2015-2020 Consolidated Plans, Was Adopted By The Following Vote: AYES: Davis, Graham, Candea, Martina And Mayor Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

- b. Adopt Resolution No. 2015-16, 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.

**ACTION:** On Motion By Graham Seconded By Davis, Resolution No. 2015-16, 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, Was Adopted By The Following Vote: AYES: Davis, Graham, Candea, Martina And Mayor Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

- c. Adopt Resolution No. 2015-17, 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.

**ACTION:** On Motion By Martina Seconded By Graham, Resolution No. 2015-17, 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, Was Adopted By The Following Vote: AYES: Davis, Graham, Candea, Martina And Mayor Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

- d. Adopt Resolution No. 2015-18, Authorizing The City Manager To Sign An Agreement With NBS To Conduct A Community Facility District Feasibility Analysis.

**ACTION:** On Motion By Candea Seconded By Martina, Resolution No. 2015-18, Authorizing The City Manager To Sign An Agreement With NBS To Conduct A Community Facility District Feasibility Analysis, Was Adopted By The Following Vote: AYES: Davis, Graham, Candea, Martina And Mayor Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

e. Consider A CDBG Funding Share Agreement With City Of Waterford.

**ACTION:** On Motion By Martina Seconded By Candea, A CDBG Funding Share Agreement With City Of Waterford, Was Approved By The Following Vote: AYES: Davis, Graham, Candea, Martina And Mayor Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

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

Supervisor DeMartini Stated That The Next West Side Healthcare Taskforce Meeting Will Be Held On April 23<sup>rd</sup> In Newman. He Added That The Westside Walks And Health Summit Would Be On The Agenda For That Next Meeting. DeMartini Concluded By Noting That The Westside Ranchers Meeting Would Be Held On The Following Day At Frank Raines Park.

Mayor Katen Noted That Supervisor DeMartini Had Stated That LAFCO Would Be Making A “Minor Change” To The Ag Mitigation Policy At The Previous Newman City Council Meeting. Katen Stated That He Thought That Was Misinformation. He Indicated That He Thought It Was A Major Change And Mentioned That Cities Should Have The Right To Determine Their Own Destiny. Katen Pointed Out That Newman Has Always Utilized Smart Growth And Was Disappointed With Votes Cast By Mayor Beekman And Supervisors Withrow And DeMartini At The Last LAFCO Meeting. He Remarked That Two Different Mayors Have Reported That Supervisor DeMartini Had Said Negative Things About The City of Newman’s Voter Approved Growth Boundary. He Concluded By Reiterating His Disappointment With Their Votes.

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

City Manager Holland Informed The Council That Eight Of Nine Cities Have Reached A Solid Waste Agreement With The County. Holland Mentioned That He Will Be Attending The Disaster Council Meeting Held On April 16<sup>th</sup>, 2015. He Reminded Everyone About The Upcoming 2-On-2 Meeting With The School District. He Concluded By Noting That April 22, 2015 Would Be The Last Day To Apply For Newman’s Vacant City Treasurer Position.

Public Works Director Kim Noted That The Potholes Near The Intersection Of Canal School Road And Inyo Avenue Would Soon Be Patched With Longer Lasting Hot Mix. Kim Added That The City Is Facing Stringent Water Conservation Regulations.

City Planner Ocasio Mentioned That The Skate Plaza Request For Proposals Would Soon Be Released.

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

Council Member Davis Requested That There Be An Open House For The Memorial Building.

Council Member Graham Thanked The Seniors For Attending The Meeting And Also Thanked Public Works Director Kim For His Efforts Related To The Repair Of Canal School Road.

Council Member Martina Thanked The Seniors For Attending The Meeting And Added That The Council Is Always Trying To Do The Right Thing.

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

**ACTION:** On Motion By Candea Seconded By Martina And Unanimously Carried, The Meeting Was Adjourned At 8:07 P.M.

**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 27, 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 28, 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 28th 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:

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







Honorable Mayor and Members  
of the Newman City Council

**CONSIDER APPOINTING A CANDIDATE TO FILL THE VACANT CITY TREASURER POSITION**

**RECOMMENDATION:**

It is recommended that the City Council appoint a candidate to fill the vacant City Treasurer position.

**BACKGROUND:**

On October 8, 2013, the City Council appointed Michael Thompson to fill the unexpired term of the City's previous Treasurer, Kenneth Rose.

Michael Thompson recently accepted a new job that required that he relocate to another City and subsequently resigned as City Treasurer effective March 16, 2015; leaving the Treasurer Position vacant. In accordance with State law, the City Council can appoint a citizen to the position within 60 days of the vacancy or be forced to hold a special election.

With Council concurrence, staff advertised for Newman citizens who were interested in filling the position of City Treasurer. The minimum qualifications for appointment as City Treasurer are to be a resident of City of Newman and a registered voter. The Treasurer serves largely in an advisory and review capacity.

**ANALYSIS:**

Subsequent to the City publishing a notice inviting interested and qualified individuals to apply for the vacant City Treasurer position, the City received one application from Mary Moore.

Mary Moore's application is attached for your review. Potential questions for the candidate will be provided at the Council Meeting, should you elect to utilize the interview process.

The appointment of the City Treasurer Position would be effective immediately and for the remainder of the original four-year term that will expire in November of 2016.

**FISCAL IMPACT:**

None - The City Treasurer's salary of \$75 per month is included in the 2014-2015 budget.

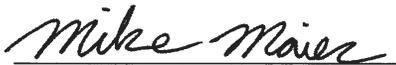
**CONCLUSION:**

Staff recommends that the City Council appoint Mary Moore to fill the vacant City Treasurer position.

**ATTACHMENTS:**

1. Exhibit A - Copy of the candidate's Application for Citizen Service
2. Exhibit B - Copy of the letter sent to the candidate apprising her of the interview/appointment process.

Respectfully submitted,



Mike Maier  
City Clerk

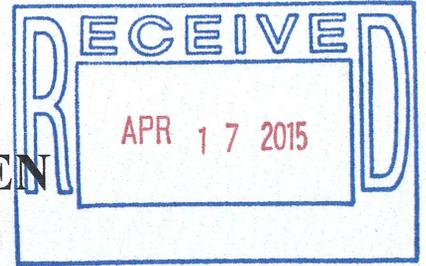
**REVIEWED/CONCUR**



Michael Holland,  
City Manager



# City of Newman APPLICATION FOR CITIZEN SERVICE



POSITION DESIRED:  Planning Commission  Parks & Recreation Commission  
 Architectural Review Committee  Other city Treasurer

NAME: MARY M. MOORE

ADDRESS: 1442 Q St. NEWMAN, CA 95360

OCCUPATION: RETIRED BUS DRIVER

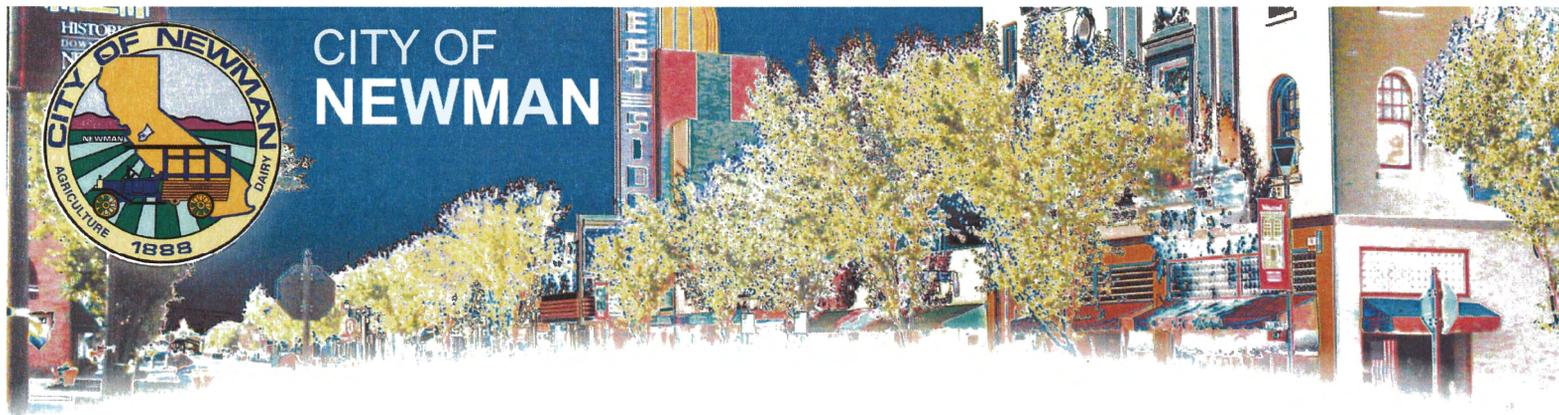
EDUCATION: (List highest year completed and all degrees): 12<sup>th</sup>

Are there any workday evenings you could not meet?  Yes  No  
If so please list: \_\_\_\_\_

Why are you interested in this position? GIVE ME A LITTLE  
EXTRA MONEY.

What do you consider to be your major qualifications? I AM HONEST,  
FRIENDLY & LOVE NEWMAN.

Please attach a written statement containing any additional information you feel would be helpful to the City Council.



April 23, 2015

Mary M. Moore  
1442 "Q" Street  
Newman, CA 95360

Re: City Treasurer Interview/Appointment

Dear Mary:

The City has received and processed your Application for Citizen Service. Pursuant to the City's policy for filling vacancies, the City Council will hold brief interviews with each candidate at their Regular Meeting on April 28, 2015 at 7:00 p.m. in the Council Chambers, 938 Fresno Street. Following the interviews, the Mayor and Council will appoint and confirm the new City Treasurer.

Please plan on attending the April 28<sup>th</sup> meeting. Should you have any questions regarding this process, please feel free to contact me. Thank you for your interest in serving as the City Treasurer.

Sincerely,

A handwritten signature in black ink that reads "Mike Maier". The signature is written in a cursive, flowing style.

Mike Maier  
City Clerk

Honorable Mayor and Members  
of the Newman City Council

**REGIONAL SOLID WASTE DISPOSAL PLAN MEMORANDUM OF UNDERSTANDING**

**RECOMMENDATION:**

It is recommended that the Newman City Council adopt Resolution No. 2015- , approving a Regional Solid Waste Disposal Plan Memorandum of Understanding Between the City of Newman and Stanislaus County, and authorize the Mayor to execute the Memorandum of Understanding.

**BACKGROUND:**

The Integrated Waste Management Act of 1989 (“AB 939”) mandates local jurisdictions to divert at least 50% of their waste from landfills. AB 939 established a framework for solid waste planning, solid waste facility and landfill compliance, resource conservation and waste management operations. Ongoing diversion goals and program requirements are implemented through a reporting system subject overseen by the California Integrated Waste Management Board.

In 1994, Stanislaus County and the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford entered into a Memorandum of Understanding regarding the use of funds to achieve the waste reduction and diversion goals specified in AB-939 (the “AB-939 MOU”).

Under the AB-939 MOU, the County agreed to prepare the initial planning documents and ongoing reporting requirements to the Board. The revenue to fund the AB-939 and Household Hazardous Waste services provided by the County is derived in part from tipping fees to the Waste-to-Energy (WTE) Facility. In 1999, the County and the City of Newman entered into Amendment 1 of the AB-939 MOU to provide for payment of the City’s share of the costs for services provided by the County pursuant to AB-939.

The County and the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford formed the Stanislaus County Regional Solid Waste Planning Agency (“Regional Agency”) through a Joint Powers Agreement entered on June 19, 2001. The Board approved the formation of the Regional Agency on July 9, 2002. The purpose of the Regional Agency JPA was to allow the participating cities to share diversion credits and to prepare a planning document for the entire region.

**ANALYSIS:**

The County initiated discussion with the Regional Agency cities over the past year to work toward the goal of sustaining a regional solid waste partnership that would direct the disposal of the majority of waste generated locally to either the Covanta Waste-to-Energy facility or the Fink Road Landfill. Through these discussions, the County has proposed a new Regional Solid Waste Disposal Plan Memorandum of Understanding between the City of Newman and Stanislaus County (“Agreement”) to replace the original AB-0329 MOU, as amended.

The purpose of the Agreement is for members of the Regional Agency to implement a regional solid waste disposal plan to support the continued operations of the Fink Road Landfill (“Landfill”) and the WTE Facility by ensuring sufficient solid waste is delivered to those facilities, and to provide regional AB 939 and Household Hazardous Waste services. The Agreement includes a ten (10) year commitment from the City to guarantee delivery of a portion of its solid waste to the Landfill and WTE Facility, and a ten (10) year schedule of tipping fees to be paid to the County.

The major elements of the Regional Solid Waste Disposal Plan Memorandum of Understanding are as follows:

- (1) Term – June 1, 2015 to June 30, 2025.  
Extension – Additional five years if mutually agreeable.  
Termination – 90 days notice required.  
Force Majeure – allows either City or County to cancel agreement due to future changes in law that affects landfill operations or landfill diversion requirements.

- (2) Guaranteed Delivery of Solid Waste – City shall deliver to the Landfill and WTE Facility no less than 90% of its total monthly Acceptable Solid Waste
- (3) Guaranteed WTE Facility tonnage – City shall deliver at least 3,662 tons annually to WTE Facility
- (4) Tipping Fees  
WTE Facility: \$33.78 (2015/16), increasing to \$43.00 (2024/25)  
Fink Road Landfill: \$26.00 (2015/16) increasing to \$29.00 (2024/25)
- (5) AB 939 Program Services – County agrees to provide and maintain all AB 939 services on behalf of the City.
- (6) Household Hazardous Waste (HHW) Programs – County agrees to provide and maintain the HHW program for the City.
- (7) County allocated \$2 million in rate stabilization funds to partially subsidize lower tipping fees.

The City Manager and City Attorney have worked with the County and City representatives on the Agreement over the course of the past several months. By request of the Stanislaus County Chief Executive Officer, City Managers were asked to submit a letter of tentative agreement by March 16, 2015, which the City has done. As part of the County request and City submission, it was understood that the MOU would not be finalized until it obtained formal City Council approval.

**FISCAL IMPACT:**

City staff does not anticipate that the Agreement will have any financial impact on the City's rates. A method for addressing an increase in tipping fees is incorporated into the City's existing franchise agreements for solid waste disposal services.

**CONCLUSION:**

City staff recommends approval of the Agreement. City staff has determined that the Agreement provides an expedient method for AB-939 compliance by continuing to allow the County to perform all AB-939 reporting, outreach and disposal services. The Agreement also fixes the tipping fees for the Fink Road Landfill and WTE Facility at competitive rates, which are partially subsidized through the County's rate stabilization fund. City staff has been in conversations with our existing hauler regarding the agreement and the hauler is supportive of the structure. Their main concern is who is responsible for tracking the tonnage. The County has indicated they would work with the haulers to develop a tracking system.

**ATTACHMENTS:**

1. Resolution 2015- , a resolution approving a Regional Solid Waste Disposal Plan Memorandum of Understanding Between the City of Newman and Stanislaus County, and authorize the Mayor to execute the Memorandum of Understanding.
2. Exhibit A - Regional Solid Waste Disposal Plan Memorandum of Understanding Between the City of Newman and Stanislaus County

Respectfully submitted,



---

Michael Holland  
City Manager

**RESOLUTION NO. 2015-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN APPROVING A REGIONAL SOLID WASTE DISPOSAL PLAN MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEWMAN AND STANISLAUS COUNTY, AND AUTHORIZE THE MAYOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING.**

WHEREAS, pursuant to Public Resources Code section 40976 the City of Newman, the County and the Cities of Ceres, Hughson, Oakdale, Patterson, Riverbank, Turlock and Waterford entered into a Memorandum of Understanding, dated August 26, 1994, regarding the use and distribution of AB-939 funds to achieve the waste reduction and diversion goals specified in AB-939; and

WHEREAS, on or about December 30, 1999, the City of Newman and the other above cities along with the County entered into Amendment 1 of the AB-939 MOU and on August 1, 2001, the City of Riverbank and on March 29, 2012, the City of Waterford entered into Amendment 2 of the AB-939 MOU. Said amendments provide payment of each city's proportional share of the costs for services provided by the County pursuant to AB-939; and

WHEREAS, revenue to fund the AB-939 and Household Hazardous Waste services provided by the County is derived in part from tipping fees to the Waste-to-Energy Facility; and

WHEREAS, the County, together with the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford formed the Stanislaus County Regional Solid Waste Planning Agency by entering into a Joint Powers Agreement on June 19, 2001, and the formation of the Regional Agency was approved by the California Integrated Waste Management Board on July 9, 2002; and

WHEREAS, the purpose of the formation of the Regional Agency JPA was to allow the participating entities to share diversion credits and to prepare a single planning document for the entire region; and

WHEREAS, the purpose of the Regional Solid Waste Disposal Plan Agreement is for members of the Regional Agency to implement a Regional Solid Waste Disposal Plan to support the continued operations of the Fink Road Landfill, and the Waste To Energy Facility by ensuring sufficient solid waste is delivered to both facilities to ensure their economic viability, and to provide regional AB 939 and Household Hazardous Waste services; and

WHEREAS, the Plan includes a ten (10) year commitment from the Regional Agency cities to guarantee delivery of a portion of their solid waste to the Landfill and Waste To Energy Facility, and a ten (10) year schedule of tipping fees ("Disposal Rates") to be paid to the County pursuant to the Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman approves a Regional Solid Waste Disposal Plan Memorandum Of Understanding between the City Of Newman and Stanislaus County, and authorizes the Mayor to execute the Memorandum of Understanding.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 28<sup>th</sup> 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

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

**REGIONAL SOLID WASTE DISPOSAL PLAN  
MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF NEWMAN AND STANISLAUS COUNTY**

This Regional Solid Waste Disposal Plan Memorandum of Understanding (the "Agreement") is made and entered into by and between the County of Stanislaus, ("County") and the City of Newman ("City") on \_\_\_\_\_, 2015. City and County may herein be referred to individually as a "Party" and collectively as the "Parties". There are no other parties to this agreement.

**RECITALS**

WHEREAS, pursuant to Public Resources Code section 40976 the County and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford entered into a Memorandum of Understanding, dated August 26, 1994, regarding the use and distribution of AB-939 funds to achieve the waste reduction and diversion goals specified in AB-939 (the "AB-939 MOU");

WHEREAS, on or about December 30, 1999, the County and the above cities entered into Amendment 1 of the AB-939 MOU to provide for payment of the cities' proportional share of the costs for services provided by the County pursuant to AB-939;

WHEREAS, on August 1, 2001, the City of Riverbank and on March 29, 2012, the City of Waterford entered into Amendment 2 of the AB-939 MOU to provide for payment of each city's proportional share of the costs for services provided by the County pursuant to AB-939;

WHEREAS, revenue to fund the AB-939 and Household Hazardous Waste services provided by the County is derived in part from tipping fees to the Waste-to-Energy Facility;

WHEREAS, the County, together with the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Riverbank, Turlock and Waterford formed the Stanislaus County Regional Solid Waste Planning Agency (hereinafter referred to as "Regional Agency") by entering into a Joint Powers Agreement on June 19, 2001, and the formation of the Regional Agency was approved by the California Integrated Waste Management Board on July 9, 2002.

WHEREAS, the purpose of the formation of the Regional Agency JPA was to allow the participating entities to share diversion credits and to prepare a single planning document for the entire region;

WHEREAS, the purpose of this Agreement is for members of the Regional Agency to implement a Regional Solid Waste Disposal Plan (the "Plan") to support the continued operations of the Fink Road Landfill (hereinafter referred to as "Landfill"), and the WTE Facility by ensuring sufficient solid waste is delivered to both facilities to ensure their economic viability, and to provide regional AB 939 and Household Hazardous Waste services;

WHEREAS, the Plan (as set forth by this Agreement and the exhibits incorporated hereto) includes a ten (10) year commitment from the Regional Agency cities to guarantee delivery of a portion of their solid waste to the Landfill and WTE Facility, and a ten (10) year schedule of tipping fees ("Disposal Rates") to be paid to the County pursuant to the Plan; and

WHEREAS, by entering this Agreement the Parties desire to terminate the AB-939 MOU and its amendments and to implement the Plan.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the Parties hereby agree as follows:

### AGREEMENT

1. Incorporation by Reference. The above Recitals are incorporated into this Agreement by this reference. Schedule 1 and Schedule 2 are attached to this Agreement and are incorporated hereto and made a part of this Agreement by this reference.
2. Term. The term of this Agreement ("Term") shall begin on June 1, 2015 (the "Effective Date") and end June 30, 2025 (the "Termination Date"). If mutually agreeable to both Parties, this contract may be extended up to an additional five (5) year period, unless one Party delivers to the other written notice of nonrenewal, which notice shall be delivered no later than 90 days prior to the termination date. Either Party may terminate this Agreement by providing 90 days prior written notice to the other.
3. City's Guaranteed Delivery of Solid Waste to WTE Facility and Landfill.
  - a. The Cities shall deliver to the WTE Facility and the Fink Road Landfill no less than the committed percentage of their Acceptable Solid Waste as set forth in Schedule 1 and the Waste to Energy (WTE) tonnage as set forth in Schedule 2 each month.
  - b. "Acceptable Solid Waste" means that portion of Solid Waste which has characteristics such as that collected and disposed of as part of the normal collection of Solid Waste in the Contracting Cities, such as, but not limited to: garbage, trash, rubbish, refuse, offal, beds, mattresses, sofas, bicycles, baby carriages, automobile or small vehicle tires, as well as processible portions of commercial (including cannery) and industrial Solid Waste, and logs if no more than four (4) feet long and six (6) inches in diameter, branches, leaves, twigs, grass and plant cuttings, excepting, however, unacceptable waste and hazardous waste.
  - c. "Solid Waste" means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes normally collected by the City's solid waste hauler. Solid Waste does not include hazardous waste, radioactive waste, or medical waste.
4. Tipping Fees.
  - a. For the Term of this Agreement, the City's franchise hauler shall pay the Disposal Rates set forth in Schedule 1 and Schedule 2.

- b. Failure to give Notice. Failure to give, or delay in giving, Notice of Default shall not constitute a waiver of any obligation, requirement or covenant required to be performed hereunder. Except as otherwise expressly provided in this Agreement, any failure or delay by either Party in asserting any rights and remedies as to any breach shall not operate as a waiver of any breach or of any such rights or remedies. Delay by either Party in asserting any of its rights and remedies shall not deprive such Party of the right to institute and maintain any action or proceeding which it may deem appropriate to protect, assert or enforce any such rights or remedies.
7. Attorney Fees. In the event that a Party commences litigation to enforce the performance of this Agreement, the prevailing Party shall be entitled to an award of its costs of litigation, including the cost of expert and attorneys' fees.
8. Severability. In the event that any provision of this Agreement shall for any reason be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.
9. Necessary Acts. The Parties hereby authorize their respective officers and employees to do all things reasonably necessary to accomplish the purposes of this Agreement.
10. Modification Only in Writing. This Agreement may not be modified, amended, changed, added to, or subtracted from, except by written mutual consent of the Parties hereto and only if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to this Agreement to maintain continuity. Notwithstanding anything to the contrary, no oral agreement or directive from or between either Party, or their designees, shall operate to amend or change the terms of this Agreement.
11. Entire Agreement. This Agreement contains the entire Agreement of the Parties, and no representations, inducements, promises, or agreements otherwise between the parties, not embodied herein, or incorporated herein by reference shall be of any force or effect. Notwithstanding anything to the contrary, no term or provision hereof may be changed, waived, discharged, or terminated unless the same is in writing executed by the Parties.
12. Amendment. This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the Parties hereto if such amendment or change is in written form and executed by the City and by the County.
13. Duplicate Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart, executed telecopy, fax or photocopy shall be deemed to be an original instrument, but all of which together shall constitute one and the same Agreement.

14. Legal Requirements. The Parties shall comply with all applicable federal, state, and local laws in performing this Agreement.
15. Force Majeure. Except as otherwise expressly provided in this Agreement, if the performance of any act required to be performed by either County or City is prevented or delayed or made impracticable by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, Change in Law or regulations, or any other cause (except financial inability) not the fault of the Party required to perform the act, the time for performance of the act will either be extended for a period equivalent to the period of delay or performance of the act will be excused.
- a. "*Change in Law*" as used herein means the enactment, promulgation, amendment or official interpretation or reinterpretation by any order, decision or judgment of any federal, state or local court, administrative agency or governmental body after the Effective Date of (i) any federal statute or regulation not enacted, promulgated, amended, interpreted or reinterpreted on or before the Effective Date, as applicable, or (ii) any state, County or City statute, ordinance, or regulation that was not so enacted, promulgated, amended, interpreted or reinterpreted on or before the Effective Date, as applicable, or establishes requirements making the ownership, operation or maintenance of the Landfill more burdensome than the most stringent requirements (x) in effect as of the Effective Date, (y) agreed to in any applications of the County for official permits, licenses, or approvals, or (z) contained in any official permits, licenses, or approvals with respect to the Landfill obtained as of the Effective Date; provided that a lawful change in federal, State, County, City, or any other tax law shall not be a Change in Law.
  - b. If there is a Change in Law that materially affects operations of the Fink Road Landfill and/or the WTE Facility, the Parties hereto agree to act in good faith to amend or renegotiate this Agreement to effectuate the purpose of this Agreement as stated herein above.
  - c. If there is a Change in Law that materially affects the requirements for the Cities regarding the reuse, recycling, composting or any other form of diversion of solid waste from disposal, including, but not limited to an increase in the percentage of solid waste required to be diverted, as well as changes to applicable diversion credits, the Parties hereto agree to act in good faith to amend or renegotiate this Agreement.
  - d. The Party whose performance of this Agreement is affected pursuant to this Section shall give notice of the conditions affecting performance to the other Party within thirty (30) calendar days that the Party becomes aware that any Change in Law will materially affect performance of this Agreement.
  - e. Upon receiving notice pursuant to this Section, the Parties will have one hundred eighty (180) days to renegotiate this Agreement. If the Parties do not agree that a Change in Law materially affects performance of this Agreement pursuant to this Section, then either Party may request binding mediation, to be paid equally by both Parties, to determine whether the Change in Law is material. Either Party may terminate the Agreement upon three days written notice if it is

determined that a material Change in Law has occurred, and the Parties do not renegotiate the Agreement within one hundred eighty (180) days.

16. Venue. The laws of the State of California shall apply to the construction and enforcement of this Agreement. Any action at law, suit in equity, or judicial proceedings for the enforcement of this Agreement or any provision hereto shall be in the Superior Court of Stanislaus County.

17. Notices. All notices permitted or required by this Agreement or by law to be served on or given to either party hereto by the other party, shall be in writing and shall be effective when personally delivered to the party to whom it is directed, or in lieu of personal service, when deposited in the United States mail addressed as follows, or any other address designated by the party:

**To: County of Stanislaus:**  
Department of Environmental Resources  
3800 Cornucopia Way, Suite C  
Modesto, CA 95358  
Attn: Susan M. Garcia, C.P.M

**To: City of Newman:**  
Michael Holland, City Manager  
City Manager's Office  
938 Fresno Street  
Newman, CA 95360

18. Indemnification.

- a. County will indemnify, defend and hold harmless the Cities, their officers, board members, employees and agents, from any claim, expense or cost, damage or liability imposed for injury occurring by reason of the negligent acts or omissions or willful misconduct of the County arising out of and/or relating to the provision of the programs and services described in paragraph 5 herein above.
- b. Cities will indemnify, defend and hold harmless the County, its officers, board members, employees and agents, from any claim, expense or cost, damage or liability imposed for injury occurring by reason of the negligent acts or omissions or willful misconduct of the Cities arising out of and/or relating to their performance under this Agreement.

19. Insurance. The Parties shall maintain their own liability insurance coverage, against any claim of civil liability arising out of the performance of this MOU, and provide appropriate evidence of such coverage of the other Party upon request.

*Signatures on Following Page*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written above.

COUNTY OF STANISLAUS

CITY OF NEWMAN

By: \_\_\_\_\_  
Terrance Withrow,  
Chairman

By: \_\_\_\_\_  
Ed Katen,  
Mayor

Date: \_\_\_\_\_

ATTEST:  
Christine Ferraro Tallman,  
Clerk

ATTEST:

By: \_\_\_\_\_  
Liz King,  
Assistant Clerk

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

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:  
CITY ATTORNEY

By: \_\_\_\_\_  
Jami Aggers  
Director

By: \_\_\_\_\_  
Nubia Goldstein  
City Attorney

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By: \_\_\_\_\_  
Thomas E. Boze,  
Deputy County Counsel

## SCHEDULE 1

### SOLID WASTE TONNAGE GUARANTEE

<u>CITY</u>	<u>GUARANTEED PERCENTAGE<sup>(1)</sup></u>
CERES	90%
HUGHSON	90%
NEWMAN	90%
OAKDALE	50%
PATTERSON	90%
RIVERBANK	40%
TURLOCK	90%
WATERFORD	50%

### DISPOSAL RATES (per ton)<sup>(2)</sup>:

<u>Fiscal Year</u>	<u>Waste To Energy Facility</u>	<u>Fink Road Landfill</u>
2015/2016	\$33.78	\$26.00
2016/2017	\$34.78	\$26.00
2017/2018	\$35.78	\$26.00
2018/2019	\$37.00	\$27.00
2019/2020	\$38.00	\$27.00
2020/2021	\$39.00	\$27.00
2021/2022	\$40.00	\$28.00
2022/2023	\$41.00	\$28.00
2023/2024	\$42.00	\$29.00
2024/2025	\$43.00	\$29.00

(1) Percentage of total Acceptable Solid Waste under the City's jurisdictional authority.

(2) The total tonnage delivered by each agency shall be billed as follows: 62% of total tonnage at the WTE rate up to the scheduled tonnage per Schedule 2 and 38% of total tonnage at the Fink Road Landfill rate.

## SCHEDULE 2

### WTE PROPOSED MONTHLY DELIVERY SCHEDULE

<b>CITY OF TURLOCK</b>		<b>CITY OF CERES</b>	
July	1,895.94	July	1,429.56
August	2,086.75	August	1,573.43
September	1,895.94	September	1,429.56
October	1,848.23	October	1,393.59
November	1,895.94	November	1,429.56
December	1,895.94	December	1,429.56
January	2,153.63	January	1,623.86
February	2,003.56	February	1,510.70
March	2,091.62	March	1,577.10
April	1,464.31	April	1,104.11
May	2,084.37	May	1,571.63
June	1,896.41	June	1,429.92
<b>Total</b>	<b>23,212.64</b>	<b>Total</b>	<b>17,502.58</b>

<b>CITY OF HUGHSON</b>		<b>CITY OF OAKDALE</b>	
July	182.50	July	425.83
August	200.86	August	468.68
September	182.50	September	425.83
October	177.90	October	415.11
November	182.50	November	425.83
December	182.50	December	425.83
January	207.30	January	483.70
February	192.86	February	450.00
March	201.33	March	469.77
April	140.95	April	328.88
May	200.63	May	468.15
June	182.54	June	425.93
<b>Total</b>	<b>2,234.37</b>	<b>Total</b>	<b>5,213.54</b>

**CITY OF PATTERSON**

July	456.24
August	502.16
September	456.24
October	444.76
November	456.24
December	456.24
January	518.25
February	482.14
March	503.33
April	352.37
May	501.59
June	456.36

**Total 5,585.92**

**CITY OF NEWMAN**

July	299.09
August	329.19
September	299.09
October	291.57
November	299.09
December	299.09
January	339.74
February	316.07
March	329.96
April	231.00
May	328.82
June	299.17

**Total 3,661.88**

**CITY OF RIVERBANK**

July	273.74
August	301.30
September	273.74
October	266.86
November	273.74
December	273.74
January	310.95
February	289.28
March	302.00
April	211.42
May	300.95
June	273.81

**Total 3,351.53**

**CITY OF WATERFORD**

July	101.39
August	111.59
September	101.39
October	98.84
November	101.39
December	101.39
January	115.17
February	107.14
March	111.85
April	78.31
May	111.46
June	101.41

**Total 1,241.33**