



AGENDA
NEWMAN CITY COUNCIL
SPECIAL MEETING MAY 26, 2015
CITY HALL CONFERENCE ROOM, 6:30 P.M., 938 FRESNO STREET

- 1. Call To Order.**
- 2. Roll Call.**
- 3. Items From The Public.**
- 4. Adjourn To Closed Session**
 - a. Conference With Labor Negotiator - Agency Negotiator: Michael E. Holland -
Employee Organizations: Operating Engineers Local #3 Miscellaneous Bargaining Unit,
Newman Police Officers Association Bargaining Unit And Management, Supervisory
And Confidential Bargaining Unit - G.C. 54957.6.
 - b. Return To Open Session.
- 5. Adjournment.**



AGENDA
NEWMAN CITY COUNCIL
REGULAR MEETING MAY 26, 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.**
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 May 12, 2015 Meeting. ([View Minutes](#))
 - d. Adopt Resolution No. 2015- , Adopting A Paid Sick Leave Policy Pursuant To AB 1522 For Part-Time Employees. ([View Report](#))
 - e. Adopt Resolution No. 2015- , Approving An Escheatment Policy For Unclaimed Money. ([View Report](#))
 - f. Adopt Resolution No. 2015- , Ratifying Memorandum Of Understanding Between The City Of Newman And The Operating Engineers Local #3 Miscellaneous Bargaining Unit. ([View Report](#))
 - g. Adopt Resolution No. 2015- , Authorizing A Change In CalPERS Employer Paid Member Contributions. ([View Report](#))
9. **Public Hearings**
 - a. First Reading And Introduction Of Ordinance No. 2015- , Approving A Three (3) Year Time Extension For The Development Agreement No. 08-02 Mattos Ranch. ([View Report](#))
 - b. Second Reading And Adoption Of Ordinance No. 2015- , Amending Title 11 Public Ways And Property, Adding Chapter 11.05A Water Conservation And Education And Rescinding Section 11.05.230 Irrigation Of Lawns And Landscaping Of The Newman City Code Complying With State Emergency Water Conservation Regulations And Authorize Staff To Publish A Summary Of Said Ordinance. ([View Report](#))
10. **Regular Business**
 - a. Adopt Resolution No. 2015- , Adopting Local Goals And Policies For Community Facilities Districts. ([View Report](#))

- b. Adopt Resolution No. 2015- , Rejecting Bid For The Skate Plaza Project And Authorize Staff To Restructure And Re-Bid Said Project. ([View Report](#))
- c. Adopt Resolution No. 2015- , Awarding The Highway 33 And Inyo Avenue Intersection Improvements Project – Hazardous Waste Site Assessment To WRECO, And Authorize The City Manager To Execute Said Agreement And Associated Documents. ([View Report](#))
- d. Adopt Resolution No. 2015- , Awarding The Highway 33 And Inyo Avenue Intersection Improvements Project – Traffic Study To KD Anderson And Associates, Inc., And Authorize The City Manager To Execute Said Agreement And Associated Documents. ([View Report](#))
- e. Report On The Lighting And Landscape Maintenance District For Fiscal Year 2015-2016
 - I. Adopt Resolution No. 2015- , Approving The Annual Report For The Lighting And Landscape Maintenance District For Fiscal Year 2015-2016.
 - II. Adopt Resolution No. 2015- , Declaring Its Intention To Levy And Collect Assessments For The Lighting And Landscape Maintenance District For Fiscal Year 2015-2016. ([View Report](#))
- f. Adopt Resolution No. 2015- , Awarding A Professional Service Agreement To Storm Water Consultant, Inc. For Urban Level Of Flood Protection Determination Services, And Authorize The City Manager To Execute Said Agreement And Associated Documents. ([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

May 25 – Memorial Day Holiday – City Offices Closed.

May 26 – City Council - 7:00 P.M.

June 9 – City Council Budget Workshop - 6:00 P.M.

June 9 – City Council - 7:00 P.M.

June 11 – Recreation Commission - 7:00 P.M.

June 18 – Planning Commission - 7:00 P.M.

June 21 – Father’s Day.

June 23 – Memorial Building Open House - 5:30 P.M.

June 23 – City Council – Special Meeting – Memorial Building - 7:00 P.M.

June 27 – Outdoor Movie Night – *Space Jam* – Sherman Park - 8:00 P.M.

June 28 – Comforting Kids Car Show – Pioneer Park - 9:00 A.M. – 4:00 P.M.



AP Check Register May 22, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
Accela, Inc #774375	10-14-6310	107375	\$ 289.33	5/22/2015	Monthly web payments/April 2015
Accela, Inc #774375	60-50-6310	107375	\$ 289.33	5/22/2015	Monthly web payments/April 2015
Accela, Inc #774375	63-56-6310	107375	\$ 289.34	5/22/2015	Monthly web payments/April 2015
Accela, Inc #774375	10-14-6310	107375	\$ 4,771.57	5/22/2015	Annual maintenance fee 7-1-15 to 6-30-16
Accela, Inc #774375	60-50-6310	107375	\$ 4,771.57	5/22/2015	Annual maintenance fee 7-1-15 to 6-30-16
Accela, Inc #774375	63-56-6310	107375	\$ 4,771.56	5/22/2015	Annual maintenance fee 7-1-15 to 6-30-16
		107375 Total	\$ 15,182.70		
Alfaro Maria A.	10-00-2840	107376	\$ 240.44	5/22/2015	Refund of partial Mem Bldg deposit/Alfaro
		107376 Total	\$ 240.44		
Applied Development Economics	10-15-6200	107377	\$ 2,063.08	5/22/2015	Professional services rendered/April 2015
		107377 Total	\$ 2,063.08		
AUS Sacramento MC Lockbox	10-33-6200	107378	\$ 62.02	5/22/2015	Uniform cleaning/mat rental/towels
AUS Sacramento MC Lockbox	10-44-6200	107378	\$ 41.34	5/22/2015	Uniform cleaning/mat rental/towels
AUS Sacramento MC Lockbox	60-50-6200	107378	\$ 62.02	5/22/2015	Uniform cleaning/mat rental/towels
AUS Sacramento MC Lockbox	63-56-6200	107378	\$ 41.34	5/22/2015	Uniform cleaning/mat rental/towels/April 2015
AUS Sacramento MC Lockbox	10-22-6200	107378	\$ 25.84	5/22/2015	Uniform cleaning/mat rental/towels/April 2015
AUS Sacramento MC Lockbox	10-07-6200	107378	\$ 118.32	5/22/2015	Uniform cleaning/mat rental/towels/April 2015
AUS Sacramento MC Lockbox	10-21-6200	107378	\$ 71.00	5/22/2015	Uniform cleaning/mat rental/towels/April 2015
		107378 Total	\$ 421.88		
ARROWHEAD MOUNTAIN SPRING	10-14-6300	107379	\$ 22.58	5/22/2015	Bottled water delivered/May 1, 2015
ARROWHEAD MOUNTAIN SPRING	60-50-6300	107379	\$ 22.58	5/22/2015	Bottled water delivered/May 1, 2015
ARROWHEAD MOUNTAIN SPRING	63-56-6300	107379	\$ 22.59	5/22/2015	Bottled water delivered/May 1, 2015
ARROWHEAD MOUNTAIN SPRING	10-45-6300	107379	\$ (1.40)	5/22/2015	Bottled water delivered/May 1, 2015
ARROWHEAD MOUNTAIN SPRING	10-21-6300	107379	\$ 17.64	5/22/2015	Bottled water delivered/May 1, 2015
ARROWHEAD MOUNTAIN SPRING	60-50-6300	107379	\$ 2.12	5/22/2015	Bottled water delivered/May 1, 2015
ARROWHEAD MOUNTAIN SPRING	63-56-6300	107379	\$ 2.11	5/22/2015	Bottled water delivered/May 1, 2015
ARROWHEAD MOUNTAIN SPRING	60-50-6300	107379	\$ 51.42	5/22/2015	Bottled water delivered/May 1, 2015
		107379 Total	\$ 139.64		
AT&T MOBILITY	10-21-6420	107380	\$ 436.45	5/22/2015	Cell phone use 4-06-15 to 05-05-15
AT&T MOBILITY	63-56-6420	107380	\$ 183.83	5/22/2015	Cell phone use 4-06-15 to 05-05-15
AT&T MOBILITY	10-44-6420	107380	\$ 33.98	5/22/2015	Cell phone use 4-06-15 to 05-05-15
AT&T MOBILITY	69-47-6420	107380	\$ 10.60	5/22/2015	Cell phone use 4-06-15 to 05-05-15
AT&T MOBILITY	60-50-6420	107380	\$ 296.07	5/22/2015	Cell phone use 4-06-15 to 05-05-15
AT&T MOBILITY	10-07-6420	107380	\$ 8.99	5/22/2015	Cell phone use 4-06-15 to 05-05-15
AT&T MOBILITY	10-22-6420	107380	\$ 25.97	5/22/2015	Cell phone use 4-06-15 to 05-05-15
AT&T MOBILITY	10-33-6420	107380	\$ 36.05	5/22/2015	Cell phone use 4-06-15 to 05-05-15
AT&T MOBILITY	10-02-6420	107380	\$ 33.87	5/22/2015	Cell phone use 4-06-15 to 05-05-15
AT&T MOBILITY	10-45-6420	107380	\$ 82.27	5/22/2015	Cell phone use 4-06-15 to 05-05-15



AP Check Register May 22, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
AT&T MOBILITY	10-03-6420	107380	\$ 34.64	5/22/2015	Cell phone use 4-06-15 to 05-05-15
AT&T MOBILITY	10-14-6420	107380	\$ 47.52	5/22/2015	Cell phone use 4-06-15 to 05-05-15
AT&T MOBILITY	22-20-6420	107380	\$ 3.59	5/22/2015	Cell phone use 4-06-15 to 05-05-15
AT&T MOBILITY	10-06-6420	107380	\$ 95.82	5/22/2015	Cell phone use 4-06-15 to 05-05-15
		107380 Total	\$ 1,329.65		
Baker Supplies and Repairs	10-33-6200	107381	\$ 11.84	5/22/2015	Replaced fuel/adjusted carburetor on Stihl chain saw
		107381 Total	\$ 11.84		
B G AUTO	10-33-6530	107382	\$ 30.05	5/22/2015	Curved wiper blade
		107382 Total	\$ 30.05		
BlueLine Rental, LLC	60-50-7010	107383	\$ 26,000.00	5/22/2015	2004 Ford F-650 watertruck/WWTP
		107383 Total	\$ 26,000.00		
BORGE'S GLASS, INC.	63-56-6200	107384	\$ 95.00	5/22/2015	Repaired one broken window @ water tower office
		107384 Total	\$ 95.00		
Brent Souza Custom Big Bales	60-50-6230	107385	\$ 2,449.50	5/22/2015	Big baling on oats @ WWTP for Triple M Ranch
		107385 Total	\$ 2,449.50		
BUSINESS CARD	10-33-6690	107386	\$ 5.00	5/22/2015	Parking fees/STANCOG meetings/Kim
BUSINESS CARD	71-07-7505	107386	\$ 233.24	5/22/2015	Wall lantern/Memorial Bldg
BUSINESS CARD	10-21-6620	107386	\$ 9.02	5/22/2015	Ice for community barbeque
BUSINESS CARD	71-07-7505	107386	\$ 202.52	5/22/2015	Door knob and latch/Memorial Bldg
BUSINESS CARD	10-21-6690	107386	\$ 30.89	5/22/2015	Meals/LEO meeting/PD
BUSINESS CARD	71-07-7505	107386	\$ 778.00	5/22/2015	Ladder/Commercial deadbolt/Memorial Bldg
BUSINESS CARD	10-21-6690	107386	\$ 29.62	5/22/2015	Meals/meeting with MPD
BUSINESS CARD	10-00-5830	107386	\$ 206.51	5/22/2015	Polo T-shirts with logo reimbursed
BUSINESS CARD	10-21-6620	107386	\$ 41.69	5/22/2015	Supplies for community barbeque/PD
BUSINESS CARD	10-21-6620	107386	\$ 49.48	5/22/2015	Supplies for community barbeque/PD
BUSINESS CARD	10-21-6620	107386	\$ 42.89	5/22/2015	Supplies for community barbeque/PD
BUSINESS CARD	10-21-6620	107386	\$ (22.39)	5/22/2015	Credit on returned items/PD
BUSINESS CARD	10-21-6620	107386	\$ 311.91	5/22/2015	Supplies for community barbeque/PD
BUSINESS CARD	10-21-6620	107386	\$ 84.80	5/22/2015	Supplies for community barbeque/PD
BUSINESS CARD	10-21-6200	107386	\$ 10.00	5/22/2015	ScheduleBase 4-19-15 to 5-19-15/PD
BUSINESS CARD	10-45-6739	107386	\$ 55.29	5/22/2015	Supplies for teen center snack bar
BUSINESS CARD	10-45-6739	107386	\$ 63.54	5/22/2015	Supplies for teen center snack bar
BUSINESS CARD	10-45-6740	107386	\$ 13.98	5/22/2015	Batteries
BUSINESS CARD	10-45-6739	107386	\$ 91.04	5/22/2015	Supplies for teen center snack bar
BUSINESS CARD	71-07-7505	107386	\$ 124.92	5/22/2015	Hinges/duplex outlets/doorstop/toggle switch/Mem Bldg
		107386 Total	\$ 2,361.95		
Canon Solutions America, Inc.	10-21-6200	107387	\$ 84.24	5/22/2015	Copier maintenance 4-1-15 to 4-30-15/PD
Canon Solutions America, Inc.	10-14-6200	107387	\$ 72.09	5/22/2015	Copier maintenance 4-1-15 to 4-30-15/CH and PW
Canon Solutions America, Inc.	60-50-6200	107387	\$ 72.09	5/22/2015	Copier maintenance 4-1-15 to 4-30-15/CH and PW



AP Check Register May 22, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
Canon Solutions America, Inc.	63-56-6200	107387	\$ 72.09	5/22/2015	Copier maintenance 4-1-15 to 4-30-15/CH and PW
Canon Solutions America, Inc.	60-50-6200	107387	\$ 29.49	5/22/2015	Copier maintenance 4-1-15 to 4-30-15/CH and PW
Canon Solutions America, Inc.	63-56-6200	107387	\$ 29.50	5/22/2015	Copier maintenance 4-1-15 to 4-30-15/CH and PW
		107387 Total	\$ 359.50		
Canon Financial Services, Inc.	60-50-6200	107388	\$ 86.70	5/22/2015	Lease payment 5-1-15 to 5-31-15
Canon Financial Services, Inc.	63-56-6200	107388	\$ 86.70	5/22/2015	Lease payment 5-1-15 to 5-31-15
Canon Financial Services, Inc.	10-21-6200	107388	\$ 196.96	5/22/2015	Lease payment 5-1-15 to 5-31-15
Canon Financial Services, Inc.	10-14-6200	107388	\$ 106.06	5/22/2015	Lease payment 5-1-15 to 5-31-15
Canon Financial Services, Inc.	60-50-6200	107388	\$ 106.06	5/22/2015	Lease payment 5-1-15 to 5-31-15
Canon Financial Services, Inc.	63-56-6200	107388	\$ 106.06	5/22/2015	Lease payment 5-1-15 to 5-31-15
		107388 Total	\$ 688.54		
CENTRAL SANITARY SUPPLY	10-44-6660	107389	\$ 229.07	5/22/2015	Trash cans/Memorial Bldg
CENTRAL SANITARY SUPPLY	10-44-6660	107389	\$ 27.78	5/22/2015	
CENTRAL SANITARY SUPPLY	10-44-6670	107389	\$ 13.90	5/22/2015	
CENTRAL SANITARY SUPPLY	10-07-6300	107389	\$ 6.94	5/22/2015	
CENTRAL SANITARY SUPPLY	10-21-6300	107389	\$ 6.95	5/22/2015	
CENTRAL SANITARY SUPPLY	10-07-6665	107389	\$ 3.47	5/22/2015	
CENTRAL SANITARY SUPPLY	10-22-6300	107389	\$ 3.47	5/22/2015	
CENTRAL SANITARY SUPPLY	10-44-6300	107389	\$ 3.48	5/22/2015	
CENTRAL SANITARY SUPPLY	10-46-6300	107389	\$ 3.47	5/22/2015	
		107389 Total	\$ 298.53		
Chevron & Texaco Business Card Services	10-33-6500	107390	\$ 97.38	5/22/2015	Gas and diesel purchases 4-15-15 to 5-14-15
Chevron & Texaco Business Card Services	10-44-6500	107390	\$ 306.93	5/22/2015	Gas and diesel purchases 4-15-15 to 5-14-15
Chevron & Texaco Business Card Services	63-56-6500	107390	\$ 772.58	5/22/2015	Gas and diesel purchases 4-15-15 to 5-14-15
Chevron & Texaco Business Card Services	60-50-6500	107390	\$ 351.46	5/22/2015	Gas and diesel purchases 4-15-15 to 5-14-15
Chevron & Texaco Business Card Services	10-21-6500	107390	\$ 3,886.78	5/22/2015	Gas and diesel purchases 4-15-15 to 5-14-15
Chevron & Texaco Business Card Services	10-22-6500	107390	\$ 311.99	5/22/2015	Gas and diesel purchases 4-15-15 to 5-14-15
Chevron & Texaco Business Card Services	69-47-6500	107390	\$ 74.82	5/22/2015	Gas and diesel purchases 4-15-15 to 5-14-15
Chevron & Texaco Business Card Services	10-07-6500	107390	\$ 71.13	5/22/2015	Gas and diesel purchases 4-15-15 to 5-14-15
		107390 Total	\$ 5,873.07		
CITY OF MODESTO	10-21-6200	107391	\$ 11,226.50	5/22/2015	FY 14/15 SDEA Contribution/PD
		107391 Total	\$ 11,226.50		
COMCAST CABLE	10-21-6420	107392	\$ 138.84	5/22/2015	Internet service from Oakdale to Newman/dispatch line
		107392 Total	\$ 138.84		
COOKSEY JEREMY	10-21-6695	107393	\$ 60.00	5/22/2015	Per Diem/POST training/Cooksey
		107393 Total	\$ 60.00		
CROP PRODUCTION SERVICES	10-33-6270	107394	\$ 638.02	5/22/2015	30 gallons Gly Star Plus/streets
		107394 Total	\$ 638.02		



AP Check Register May 22, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
CSG Consultants, Inc	10-23-6215	107395	\$ 16,743.97	5/22/2015	Permit issuance/April 2015
CSG Consultants, Inc	10-23-6215	107395	\$ 2,018.13	5/22/2015	Plan check services/April 2015
CSG Consultants, Inc	71-07-7505	107395	\$ 127.50	5/22/2015	Plan check services/Mem Bldg/April 2015
		107395 Total	\$ 18,889.60		
Deldon Fertilizer Company	60-50-6230	107396	\$ 3,783.60	5/22/2015	4-10-10 fertilizer for back 66 acres of corn/WWTP
Deldon Fertilizer Company	60-50-6230	107396	\$ 1,904.00	5/22/2015	Corn seed planting/furrowing/fertilizing/WWTP
		107396 Total	\$ 5,687.60		
E&M ELECTRIC, INC.	10-33-6300	107397	\$ 99.57	5/22/2015	8 metalarc light bulbs/Mem Bldg
E&M ELECTRIC, INC.	69-47-6300	107397	\$ 99.58	5/22/2015	8 metalarc light bulbs/Mem Bldg
E&M ELECTRIC, INC.	10-33-6200	107397	\$ 278.64	5/22/2015	Repairs to street light
E&M ELECTRIC, INC.	10-44-6660	107397	\$ 27.83	5/22/2015	2 400 watt lights
E&M ELECTRIC, INC.	69-47-6200	107397	\$ 80.00	5/22/2015	Pump work @ Borba Park
E&M ELECTRIC, INC.	69-47-6200	107397	\$ 160.00	5/22/2015	Removed sprinkler pump to check-frozen@ Borba Park
E&M ELECTRIC, INC.	10-33-6200	107397	\$ 80.00	5/22/2015	Checked timer clock @ Plaza
E&M ELECTRIC, INC.	10-33-6300	107397	\$ 65.41	5/22/2015	Intermatic photo control
E&M ELECTRIC, INC.	10-33-6300	107397	\$ 38.72	5/22/2015	2 lamps
E&M ELECTRIC, INC.	71-07-7505	107397	\$ 797.83	5/22/2015	6 ballasts/4 lamp holders/11 fluor lights/Mem Bldg
E&M ELECTRIC, INC.	69-47-6200	107397	\$ 585.10	5/22/2015	Repairs to street light #391
E&M ELECTRIC, INC.	10-33-6200	107397	\$ 443.94	5/22/2015	Repairs to 3 street lights
E&M ELECTRIC, INC.	10-21-6200	107397	\$ 51.13	5/22/2015	1 Metalarc 150 watt bulb/1 halogen flood light/PD
		107397 Total	\$ 2,807.75		
ECONOMIC TIRE SHOP	10-44-6530	107398	\$ 10.00	5/22/2015	Tire plug
ECONOMIC TIRE SHOP	60-50-6530	107398	\$ 15.00	5/22/2015	1 tire repair
		107398 Total	\$ 25.00		
GEOANALYTICAL LAB, INC.	60-50-6200	107399	\$ 355.00	5/22/2015	BOD/TSS/Nitrates/WWTP/ April 2015
GEOANALYTICAL LAB, INC.	63-56-6200	107399	\$ 2,303.00	5/22/2015	Quarterly Stage 2 testing/weekly bacti/nitrates/EDT reporting
		107399 Total	\$ 2,658.00		
Gouveia Engineering, Inc	18-32-7739	107400	\$ 2,251.25	5/22/2015	Hwy 22 & Inyo Ave engineering
Gouveia Engineering, Inc	24-32-7766	107400	\$ 272.50	5/22/2015	CNG fast fill fueling station engineering
Gouveia Engineering, Inc	10-31-6200	107400	\$ 67.50	5/22/2015	Public works engineering
Gouveia Engineering, Inc	20-32-7782	107400	\$ 4,500.00	5/22/2015	Inyo Ave sidewalk curb & gutter engineering
Gouveia Engineering, Inc	20-32-7776	107400	\$ 1,928.75	5/22/2015	CDBG waterline replacement engineering
Gouveia Engineering, Inc	10-31-6200	107400	\$ 656.25	5/22/2015	Mattos Ranch engineering
Gouveia Engineering, Inc	10-31-6200	107400	\$ 542.50	5/22/2015	Abel Oliveira tentative parcel map
Gouveia Engineering, Inc	71-07-7505	107400	\$ 1,672.50	5/22/2015	LJ Newman Mem Bldg construction services
Gouveia Engineering, Inc	71-07-7505	107400	\$ 190.00	5/22/2015	LJ Newman Mem Bldg construction services
		107400 Total	\$ 12,081.25		
Grand Lodge of California	40-07-8130	107401	\$ 619.41	5/22/2015	Principal payment/June 2015
Grand Lodge of California	60-50-8130	107401	\$ 619.41	5/22/2015	Principal payment/June 2015



AP Check Register May 22, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
Grand Lodge of California	63-56-8130	107401	\$ 619.42	5/22/2015	Principal payment/June 2015
Grand Lodge of California	40-07-8120	107401	\$ 1,018.82	5/22/2015	Interest payment/June 2015
Grand Lodge of California	60-50-8125	107401	\$ 1,018.82	5/22/2015	Interest payment/June 2015
Grand Lodge of California	63-56-8125	107401	\$ 1,018.82	5/22/2015	Interest payment/June 2015
		107401 Total	\$ 4,914.70		
HOUSE STEPHANIE	10-45-6740	107402	\$ 2.45	5/22/2015	Reimbursement for supplies purchased/House
		107402 Total	\$ 2.45		
Independent Stationers	10-14-6300	107403	\$ 17.13	5/22/2015	Receipt books/lead refill
Independent Stationers	60-50-6300	107403	\$ 17.13	5/22/2015	Receipt books/lead refill
Independent Stationers	63-56-6300	107403	\$ 17.14	5/22/2015	Receipt books/lead refill
Independent Stationers	10-45-6300	107403	\$ 39.26	5/22/2015	Receipt books/lead refill
		107403 Total	\$ 90.66		
INFOSEND, INC	60-50-6200	107404	\$ 946.33	5/22/2015	Utility bill and late notice/April 2015
INFOSEND, INC	63-56-6200	107404	\$ 946.32	5/22/2015	Utility bill and late notice
		107404 Total	\$ 1,892.65		
J&E Janitorial and Handyman	10-45-6200	107405	\$ 725.00	5/22/2015	Replaced broken tiles/cleaned/waxed and buffed teen center floor
J&E Janitorial and Handyman	10-07-6200	107405	\$ 200.00	5/22/2015	Cleaned bathrooms/swept, mopped and buffed city hall floors
		107405 Total	\$ 925.00		
Joaquin Painting	71-07-7505	107406	\$ 10,977.50	5/22/2015	Painting of Memorial Bldg inside and out
		107406 Total	\$ 10,977.50		
JOE'S LANDSCAPING & CONCR	69-47-6200	107407	\$ 317.49	5/22/2015	Bobcat daily rental
JOE'S LANDSCAPING & CONCR	10-33-6270	107407	\$ 40.00	5/22/2015	Mistletoe removal @ 1406 L Street
JOE'S LANDSCAPING & CONCR	10-33-6270	107407	\$ 180.00	5/22/2015	Mistletoe removal @ 1158 M Street
JOE'S LANDSCAPING & CONCR	10-33-6270	107407	\$ 225.00	5/22/2015	Mistletoe removal @ 1114 Main Street
JOE'S LANDSCAPING & CONCR	10-33-6270	107407	\$ 60.00	5/22/2015	Mistletoe removal @ 1118 and 1122 Main Street
JOE'S LANDSCAPING & CONCR	10-33-6270	107407	\$ 375.00	5/22/2015	Mistletoe removal @ 564 Merced Street
JOE'S LANDSCAPING & CONCR	10-33-6270	107407	\$ 160.00	5/22/2015	Mistletoe removal @ 1505 Patchett Drive
JOE'S LANDSCAPING & CONCR	10-33-6270	107407	\$ 480.00	5/22/2015	Mistletoe removal @ 1142 Main Street
JOE'S LANDSCAPING & CONCR	10-33-6270	107407	\$ 80.00	5/22/2015	Mistletoe removal @ 1540 Q Street
JOE'S LANDSCAPING & CONCR	69-47-6200	107407	\$ 8,045.00	5/22/2015	Landscape services for the LLD District/April 2015
		107407 Total	\$ 9,962.49		
JORGENSEN & COMPANY	10-22-6200	107408	\$ 208.86	5/22/2015	Annual Ansul kitchen system maintenance/FD
		107408 Total	\$ 208.86		
FRANK B. MARKS & SON, INC	71-07-7505	107409	\$ 48.23	5/22/2015	5 tons pea gravel delivered to Memorial Bldg
		107409 Total	\$ 48.23		
Mid Valley Agricultural Services, Inc	60-50-6230	107410	\$ 5,954.00	5/22/2015	28 bags corn seed for WWTP
		107410 Total	\$ 5,954.00		



AP Check Register May 22, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
MID VALLEY IT, INC	10-21-6200	107411	\$ 1,583.20	5/22/2015	IT CONTRACT/PD/June 2015
MID VALLEY IT, INC	10-14-6200	107411	\$ 791.60	5/22/2015	IT CONTRACT/FINJune 2015
MID VALLEY IT, INC	63-56-6200	107411	\$ 791.60	5/22/2015	IT CONTRACT/WATR
MID VALLEY IT, INC	60-50-6200	107411	\$ 791.60	5/22/2015	IT CONTRACT/SEWR
		107411 Total	\$ 3,958.00		
Navarro Mayra	10-00-2841	107412	\$ 20.00	5/22/2015	Refund of Pioneer Park deposit/Navarro
		107412 Total	\$ 20.00		
NEWMAN SMOG AND LUBE	10-21-6530	107413	\$ 123.56	5/22/2015	Mounted and balanced 4 tires/oil & filter change/11 Charger
		107413 Total	\$ 123.56		
North Star Engineering Group, Inc	18-32-7739	107414	\$ 1,202.50	5/22/2015	Engineering services for Inyo Ave & Hwy 33/April 2015
		107414 Total	\$ 1,202.50		
NORMAC, INC.	71-07-7505	107415	\$ 27.99	5/22/2015	5 Hunter rotating sprinklers/Mem Bldg
		107415 Total	\$ 27.99		
P G & E	10-21-6510	107416	\$ 24.57	5/22/2015	Natural gas pumped @ CNG 4-13-15 to 5-13-15
P G & E	10-33-6510	107416	\$ 73.71	5/22/2015	Natural gas pumped @ CNG 4-13-15 to 5-13-15
P G & E	10-44-6510	107416	\$ 49.10	5/22/2015	Natural gas pumped @ CNG 4-13-15 to 5-13-15
P G & E	60-50-6510	107416	\$ 24.57	5/22/2015	Natural gas pumped @ CNG 4-13-15 to 5-13-15
P G & E	63-56-6510	107416	\$ 24.57	5/22/2015	Natural gas pumped @ CNG 4-13-15 to 5-13-15
P G & E	10-07-6410	107416	\$ 327.43	5/22/2015	Gas and electric 4-7-15 to 5-06-15/938 Fresno St
P G & E	60-50-6410	107416	\$ 327.43	5/22/2015	Gas and electric 4-7-15 to 5-06-15/938 Fresno St
P G & E	63-56-6410	107416	\$ 327.43	5/22/2015	Gas and electric 4-7-15 to 5-06-15/938 Fresno St
		107416 Total	\$ 1,178.81		
State of Calif Dept of Justice	63-56-6200	107417	\$ 32.00	5/22/2015	Fingerprint and livescan fee/Garza
State of Calif Dept of Justice	10-00-2014	107417	\$ 968.00	5/22/2015	Fingerprint and livescan fee/April 2015
State of Calif Dept of Justice	10-00-5714	107417	\$ 25.00	5/22/2015	Fingerprint and livescan fee/April 2015
		107417 Total	\$ 1,025.00		
STAN CNTY CLERK RECORDER	10-00-2630	107418	\$ 15.00	5/22/2015	Release of lien fee for 660 Waxwing Lane
STAN CNTY CLERK RECORDER	10-00-2630	107418	\$ 15.00	5/22/2015	Release of lien fee for 1002 Blue Bonnet Dr
STAN CNTY CLERK RECORDER	10-00-2630	107418	\$ 15.00	5/22/2015	Release of lien fee for 1154 Main Street
STAN CNTY CLERK RECORDER	10-00-2630	107418	\$ 15.00	5/22/2015	Release of lien fee for 625 Sweetgum Lane
		107418 Total	\$ 60.00		
STAN CNTY ASSOC LAW ENFOR	10-21-6635	107419	\$ 25.00	5/22/2015	Stan Cnty Law Enforcement Executive 2015 Membership dues
		107419 Total	\$ 25.00		
STAPLES ADVANTAGE	10-14-6300	107420	\$ 6.44	5/22/2015	Dab-n-Seal
STAPLES ADVANTAGE	60-50-6300	107420	\$ 6.45	5/22/2015	Dab-n-Seal
STAPLES ADVANTAGE	63-56-6300	107420	\$ 6.45	5/22/2015	Dab-n-Seal
STAPLES ADVANTAGE	10-45-6300	107420	\$ 88.15	5/22/2015	Color paper/rec dept
		107420 Total	\$ 107.49		



AP Check Register May 22, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
STANTEC CONSULTING SERVICE, Inc	64-56-6201	107421	\$ 286.50	5/22/2015	Predesign of well and transmission thru 3-20-15
STANTEC CONSULTING SERVICE, Inc	60-50-6200	107421	\$ 334.25	5/22/2015	4th quarter charges in production of 2014 groundwater monitoring
STANTEC CONSULTING SERVICE, Inc	60-50-6200	107421	\$ 1,623.50	5/22/2015	Production of first quarter 2015 groundwater monitoring report
		107421 Total	\$ 2,244.25		
Sun Ridge Systems, Inc	10-21-6200	107422	\$ 9,060.00	5/22/2015	1st year lease on RIMS Software package/PD
Sun Ridge Systems, Inc	10-21-7105	107422	\$ 18,307.00	5/22/2015	1st year lease on RIMS Software package/PD
		107422 Total	\$ 27,367.00		
SCHNEIDER JOE	63-00-2010	107423	\$ 5.26	5/22/2015	Refund Check
		107423 Total	\$ 5.26		
SOUICIE JR. ROBERT	63-00-2010	107424	\$ 2.32	5/22/2015	Refund Check
		107424 Total	\$ 2.32		
RAFOTH REYNE	63-00-2010	107425	\$ 79.74	5/22/2015	Refund Check
		107425 Total	\$ 79.74		
GARCIA GONZALO	63-00-2010	107426	\$ 111.21	5/22/2015	Refund Check
		107426 Total	\$ 111.21		
GREWAL VIRINDER S.	63-00-2010	107427	\$ 83.54	5/22/2015	Refund Check
		107427 Total	\$ 83.54		
RUELAS ARCELIA	63-00-2010	107428	\$ 5.93	5/22/2015	Refund Check
		107428 Total	\$ 5.93		
WEST SIDE COMMUNITY HEALTHCARE DISTRICT	63-00-2010	107429	\$ 66.73	5/22/2015	Refund Check
		107429 Total	\$ 66.73		
CYPREXX SERVICES, LLC	63-00-2010	107430	\$ 18.67	5/22/2015	Refund Check
		107430 Total	\$ 18.67		
USA BLUEBOOK	63-56-6300	107431	\$ 264.92	5/22/2015	Offset pipe wrench/straight pipe wrench/DPD tablets
		107431 Total	\$ 264.92		
UNITED STATES POSTMASTER	10-21-6330	107432	\$ 132.00	5/22/2015	2 rolls stamps/1 roll postcard stamps/PD
		107432 Total	\$ 132.00		
MATTOS NEWSPAPERS, INC.	63-56-6600	107433	\$ 88.00	5/22/2015	Public hearing/Adopt Ordinance title 11
MATTOS NEWSPAPERS, INC.	10-21-6300	107433	\$ 67.27	5/22/2015	50 victim confidentiality request forms/PD
MATTOS NEWSPAPERS, INC.	10-21-6300	107433	\$ 189.96	5/22/2015	250 Juvenile contact reorts/PD
		107433 Total	\$ 345.23		
YANCEY LUMBER COMPANY	24-32-7727	107434	\$ 15.52	5/22/2015	Douglas fir/sidewalk repair
YANCEY LUMBER COMPANY	63-56-6300	107434	\$ 32.67	5/22/2015	Ready mix/blade/spray paint/fastners
YANCEY LUMBER COMPANY	60-50-6300	107434	\$ 42.11	5/22/2015	Hillman fastener/enamel paint
YANCEY LUMBER COMPANY	10-44-6300	107434	\$ 57.60	5/22/2015	Cell phone holders/key/conduit outlet body
YANCEY LUMBER COMPANY	71-07-7505	107434	\$ 152.55	5/22/2015	Lockwork/wall mount door stop/cylinder deadbolts
YANCEY LUMBER COMPANY	10-07-6300	107434	\$ 69.01	5/22/2015	rust rmvr/mouse trap/fluor tubes/rake/
YANCEY LUMBER COMPANY	69-47-6300	107434	\$ 27.99	5/22/2015	Teflon tape/male adapter/pvc primer & cement
YANCEY LUMBER COMPANY	10-33-6300	107434	\$ 55.67	5/22/2015	push broom/rebar



AP Check Register May 22, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
YANCEY LUMBER COMPANY	10-21-6300	107434	\$ 34.75	5/22/2015	paint stripper/scraper/masking tape/spray paint
YANCEY LUMBER COMPANY	10-21-6307	107434	\$ 101.16	5/22/2015	Rice and lamb dog food/K-9
YANCEY LUMBER COMPANY	10-44-6670	107434	\$ 193.72	5/22/2015	Water heater/teen center
YANCEY LUMBER COMPANY	10-22-6300	107434	\$ 33.24	5/22/2015	propane/fire dept
YANCEY LUMBER COMPANY	60-50-7505	107434	\$ 55.69	5/22/2015	15X15 bar sink/corp yard sink
YANCEY LUMBER COMPANY	63-56-7505	107434	\$ 55.70	5/22/2015	15X15 bar sink/corp yard sink
		107434 Total	\$ 927.38		
		Grand Total	\$ 186,117.00		



MINUTES
NEWMAN CITY COUNCIL
REGULAR MEETING MAY 12, 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** - 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 April 28, 2015 Meeting.

ACTION: On A Motion By Graham Seconded By Davis, 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** - None.

10. **Regular Business**

- a. First Reading And Introduction Of Ordinance No. 2015- , Amending Title 11 Public Ways And Property, Adding Chapter 11.05A Water Conservation And Education And Rescinding Section 11.05.230 Irrigation Of Lawns And Landscaping Of The Newman City Code Complying With State Emergency Water Conservation Regulations

Council Member Martina Expressed Concern Regarding How Water Wasting Violations Might Be Enforced And Noted There Could Be Inequities From One House To The Next Due To Design Or Physical Characteristics.

ACTION: On Motion By Graham Seconded By Davis, Ordinance No. 2015- , Amending Title 11 Public Ways And Property, Adding Chapter 11.05A Water Conservation And Education And Rescinding Section 11.05.230 Irrigation Of Lawns And Landscaping Of The Newman City Code Complying With State Emergency Water Conservation Regulations, Was Introduced By Council Member Martina, And Had Its First Reading By Title Only, 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 Informed Everyone That The West Side Healthcare Taskforce Would Be Hosting A Free Cooking Class On Sunday, May 17th In Patterson At 3:00 PM. DeMartini Also Mentioned That The Annual West Side Walks Campaign Would Begin On June 3rd And Continue Every Wednesday Evening Through July 22, 2015.

12. Items From The City Manager And Staff.

City Manager Holland Reported That The Board Of Supervisors Had Approved The Solid Waste MOU. Holland Indicated That He Would Be Meeting With Staff From The Alliance Regarding A New Strategic Plan For Marketing Stanislaus County. He Noted That The City Is Getting Ready To Issue A CEQA Document For The Waste Water Treatment Plant Expansion That Would Increase The Plant's Capacity. Holland Mentioned That Staff Has Been Working On The Plant Expansion Project Since 2006. He Acknowledged That The City Was Finalizing Negotiations To Purchase A New Water Well And Water Storage Site. Holland Concluded By Remarking That The Northwest Quadrant Master Plan Was Still Moving Forward And Should Be Brought Before The Community And City Council This Fall.

Council Member Candea Inquired Whether The New Well And Water Storage Tank Would Not Be Constructed Near Existing Residential.

City Manager Holland Responded That The Proposed Well And Storage Tank Would Be Built Prior To Residential Construction And That Design Elements And Landscape Buffers Would Be Implemented To Reduce Impacts On Surrounding Areas.

Chief Richardson Reported That There Are Grant Funds Available For Police Body Cameras And Noted That He Would Be Working With California Consulting To Submit A Grant Application.

Finance Director Humphries Reported That Mary Moore Had Started Her Duties As Treasurer And Noted That The Treasurer Reports Were Ready For The City Council.

City Planner Ocasio Reviewed Pictures Of The Memorial Building Renovation And Asked The City Council For Input On Dates For Holding An Open House.

The Council Agreed To Hold The Open House In Conjunction With The June 23rd City Council Meeting.

13. Items From City Council Members.

Council Member Graham Encouraged Staff To Post Information Regarding Water Conservation On The City's Website. Graham Inquired About The Use Of The Treated Water From The Waste Water Treatment Plant.

City Manager Holland Noted That The City Currently Recycles 100 Percent Of The Reclaimed Water For Its Farming Operations.

Candea Reminded Everyone To Attend The FFA Carnival That Will Host Salsa Making And Chili Cook-Off Contests.

Council Member Martina Inquired About The Current Pace Of Housing Production.

City Manager Holland Reported That The Number Of Units Constructed This Fiscal Year Had Exceeded The City's Projections.

Mayor Katen Thanked City Holland Manager For Working With The 50-Plus Club With Regards To The Memorial Building. Katen Noted That The VFW Would Be Hosting Memorial Day Services On May 25th At The Hills Ferry Cemetery At 11:00 AM. He Stated That A Farmland Trust Flyer That Is Being Circulated Is Taking Mayors To Task For Standing Up For What They Think Is Best For Their Respective Communities. Katen Noted That A City Selection Committee Meeting Would Take Place On The Following Night And That There Was Already A Large Amount Of Political Jockeying Taking Place. He Noted That The Newman Residents And The City Council Had Overwhelmingly Supported And Adopted An Urban Growth Boundary. Katen Pointed Out That The City Of Newman Had Not Annexed Land Since 2000 And Stated That Newman Was Concerned About Farmland. He Voiced His Frustration With Supervisor DeMartini Over Comments He Had Made To Other Mayors About Newman And That Those Comments Were Contrary To What Newman Was Really Doing. Katen Contended That Mayor Beekman Was Appointed By Mayors To Represent All The Cities As A Whole. He Mentioned That He Wished That The Previous LAFCO Meeting Had Gone In Another Direction Because They Had An Opportunity To Do Things Differently And Noted That He Was Disappointed With The Process. Katen Concluded By Remarking That He Would Listen To Everyone At The Upcoming City Selection Committee Meeting And Then Make A Decision.

14. Adjournment.

ACTION: On Motion By Candea Seconded By Martina And Unanimously Carried, The Meeting Was Adjourned At 7:54 P.M.

Honorable Mayor and Members
of the Newman City Council

**A RESOLUTION ADOPTING A PAID SICK LEAVE POLICY PURSUANT TO AB 1522 FOR
PART-TIME EMPLOYEES**

RECOMMENDATION:

It is recommended that the Newman City Council approve Resolution No. 2015- , a resolution of the City Council of the City of Newman adopting a paid sick leave policy pursuant to AB 1522 for part-time employee.

BACKGROUND:

On September 10, 2014 the Governor signed AB 1522 enacting the Healthy Workplaces, Healthy Families Act of 2014 to provide paid sick leave to employees who work in California for 30 or more days within a year and who are not covered by a valid collective bargaining agreement. This law authorizes an employer to limit an employee's use of paid sick days to 24 hours or 3 days in each year of employment. Currently part-time employees are not under a collective bargaining group and are not provided paid sick-leave.

ANALYSIS:

AB 1522 sets the definition of who is covered under this law and under what conditions an employee can accrue and use this sick leave. AB 1522 leaves some flexibility in how each agency/business implements the law. By enacting this paid sick leave policy for part-time employees, the City defines a specific method of accrual and use of this time. Adopting this resolution will give the City a set method to apply AB 1522 consistently to all current and future employees that fall under AB 1522.

FISCAL IMPACT:

The City currently has 4 part-time employee to whom this resolution would apply. Based on their current pay the total cost to the City across all funds would be less than \$1,500 per fiscal year. This would occur only if all four part-time employees used all of this paid sick leave in a fiscal year. This cost has a very minimal effect on our General Fund which at maximum usage would cost less than \$1,400 per fiscal year.

CONCLUSION:

Staff recommends the City Council adopt the resolution.

ATTACHMENTS:

1. Resolution No. 2015- , a resolution adopting a paid sick leave policy pursuant to AB 1522 for part-time employees.

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 ADOPTING A PAID SICK LEAVE POLICY PURSUANT TO AB 1522 FOR PART-TIME EMPLOYEES

WHEREAS, on September 10, 2014 the Governor of the State of California signed the Healthy Workplaces, Healthy Families Act of 2014 (AB 1522) providing paid sick leave for covered employees effective July 1, 2015; and

WHEREAS, the paid sick leave provisions of AB 1522 are to take effect July 1, 2015; and

WHEREAS, part-time and hourly rated employees are not covered by an existing collective bargaining agreement, benefits resolution nor any other benefits policy; and

WHEREAS, AB 1522 allows the City to establish the accrual method and the minimum usage increment for paid sick leave;

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

1. Each part-time employee shall be credited sick leave at the beginning of each fiscal year on July 1st at the rate of twenty-four (24) hours for the fiscal year. Unused sick leave shall not be carried over to the following fiscal year; and
2. These employees shall be entitled to use accrued paid sick time beginning on the 90th day of employment. Employees who have not worked in a 12 month period shall be considered a new employee for purposes of sick leave accrual and usage.
3. Paid sick leave shall be taken in increments of not less than 2 hours.
4. Paid sick leave benefits shall be effective July 1, 2015 and shall remain in effect until modified, terminated or rescinded by subsequent resolution of the City Council, or by changes to applicable State or Federal law.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 26th day of May, 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:

City Clerk of the City of Newman

Honorable Mayor and Members
of the Newman City Council

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN APPROVING AN
ESCHEATMENT POLICY FOR UNCLAIMED MONEY**

RECOMMENDATION:

Adopt Resolution No. 2015- , a resolution of the City Council of the City of Newman approving an escheatment policy for unclaimed money.

BACKGROUND:

Each year the City accumulates a small amount of outstanding checks that remain unclaimed, even though attempts are made to contact the payees and reissue the checks. Normally these unclaimed funds consist of checks issued through Accounts Payable. State law allows for uncashed checks which are either, more than one year old and less than \$15.00, or greater than \$15.00 and more than three years old, to become the property of the city following publication on its website or local newspaper.

ANALYSIS:

Adoption of an escheatment policy will provide the City a set procedure for processing stale-dated checks. This policy will provide the City, over the years, a consistent method for handling these types of items.

FISCAL IMPACT:

There is no fiscal impact for approving the ordinance. Additional revenue that comes through the escheatment process would be an insignificant increase to the General Fund.

CONCLUSION:

Staff recommends that the City Council adopt a formal policy regarding the proper handling of unclaimed money that follows the requirements of Government Code Section 50050-50056. Adoption of this policy will set up a procedure to escheat these funds to the City after proper notice has been satisfied.

ATTACHMENTS:

1. Resolution No. 2015- , a resolution of the City Council of the City of Newman approving an escheatment policy for unclaimed money.
2. Exhibit A – City of Newman Escheatment Policy for Unclaimed Money

Respectfully submitted,



Lewis A. Humphries
Finance Director

REVIEWED/CONCUR



Michael Holland
City Manager

RESOLUTION NO. 2015-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN APPROVING
AN ESCHEATMENT POLICY FOR UNCLAIMED MONEY**

WHEREAS, from time to time checks issued by the City will remain uncashed despite efforts made by City staff to make contact with the payees and reissue the checks; and

WHEREAS, Sections 50050-50056 of the Government Code of the State of California provide procedures for escheating uncashed checks to the local agency if over one year old and less than \$15.00, or over three years old and more than \$15.00, following publication on the city website or in the local newspaper; and

WHEREAS, the City Council desires to adopt a Policy for the handling of uncashed checks in accordance with Sections 50050-50056 of the Government Code of the State of California.

NOW, THEREFORE, BE IT RESOLVED that the City of Newman's Escheatment Policy for Unclaimed Money incorporated herein as Exhibit A is hereby approved by the City Council.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 26th day of May, 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:

City Clerk of the City of Newman

EXHIBIT "A"

**CITY OF NEWMAN
ESCHEATMENT POLICY FOR UNCLAIMED MONEY**

This Policy is established to provide for the escheatment of unclaimed money, including unclaimed checks, from the City of Newman, consistent with the provisions of Government Code Sections 50050 through 50056. In the event of any conflict between the provisions of the Government Code and the provisions of this Policy, the provisions of the Government Code shall prevail.

- A. Money that is not the property of the City of Newman that remains unclaimed for a period of more than three (3) years shall become the property of the City of Newman forty-five (45) days after publication of the notice described in Paragraph C. below. (Government Code Sections 50050 and 50051)
- B. At any time following the expiration of the three (3) year period described in Paragraph A. above, the Finance Director of the City of Newman may cause a notice to be published once a week for two successive weeks in a newspaper of general circulation published in the city of Newman, or on its website. (Government Code Section 50050)
- C. The notice shall include the following information:
1. The individual or business name as shown on the issued check
 2. The amount of the issued check
 3. The fund in which it is held.
 4. A statement announcing that the money shall become the property of the City of Newman on the date that is forty-five (45) days after the publication of the notice. (Government Code Section 50051)

A model template for the notice is attached as Exhibit I.

- D. A party of interest may file a claim at any time until the date on which the money becomes the property of the City as provided in Paragraph A. above. The claim form must include the following information:
1. The claimant's name, address, telephone number, and Social Security Number or Federal Employer Identification Number.
 2. Proof of identity such as a copy of a driver's license, social security card or birth certificate.
 3. Amount of the claim.
 4. The grounds on which the claim is founded (Government Code Section 50052)

A model template for the claim form is attached as Exhibit II.

- E. Upon receipt of the information and documents described in Paragraph D. above, prior to the date the unclaimed money becomes the property of the City, the Finance Director may release the money (by issuance of a new check, for example) to the depositor, or heir, beneficiary, or duly appointed representative. (Government Code Section 50052.5)

- F. Upon rejection of a claim by the Finance Director, a claimant may file a verified complaint seeking to recover all, or a designated part, of the money in Stanislaus County Superior Court. A model template for the claim rejection form is attached as Exhibit III. The complaint and summons must be served on the Finance Director within thirty (30) days of claimant receiving notice that the claim was rejected. The Finance Director shall withhold the release of the portion of unclaimed money for which a court action has been filed until a decision is rendered by the court. (Government Code Section 50052)
- G. Unless otherwise required by law (e.g., where the claimant has served the Finance Director with a timely complaint as described in Paragraph F above), upon unclaimed money becoming the property of the City of Newman, to the extent such money is held in a special fund, the City Council may transfer it by resolution to the General Fund. (Government Code Section 50053)
- H. Any individual item of less than fifteen (\$15.00) dollars or any amount, if the depositor's name is unknown, which remains unclaimed for a period of one (1) year may be transferred to the General Fund by the City Council without the necessity of public notification in a newspaper or city website. (Government Code Section 50055)
- I. The responsibilities of the Finance Director may be delegated by the Finance Director to the department that maintains the supporting records of the uncleared checks based on the initial receipt or deposit of that money or both. (Government Code Section 50056)

Exhibit I

Public Notice

**CITY OF NEWMAN
PUBLIC NOTICE**

The following disbursements are unclaimed by the listed payees and held by the City of Newman. If you have a claim against these funds, please contact the Finance Department, 938 Fresno St, Newman, CA 95360, phone (209) 862-3725. Proper proof of claim and current identification must be provided before funds will be released. Funds not claimed by _____ become the property of the City of Newman. This notice and its contents are in accordance with California Government Code Section 50050.

<u>Check Date</u>	<u>Check Number</u>	<u>Amount</u>	<u>Payee</u>
-------------------	---------------------	---------------	--------------

Finance Director

Exhibit II

Claim Form

**CITY OF NEWMAN
UNCLAIMED MONEY – CLAIM FORM**

Return completed form to:
City of Newman
Finance Department
938 Fresno St.
Newman, CA 95360

Pursuant to California Government Code Section 50052, I wish to file a claim for a previously unclaimed check in the amount of \$ _____. The grounds on which I file this claim are:

_____.

Vendor or Individual Name (Printed) Taxpayer I.D. or Social Security No.

Vendor or Individual Name (Signature) Telephone Number

Address

City / State / Zip Code

For Finance Department Only

Proof of Identity Verified: Check One:
____ Driver's License ____ Social Security Card ____ Birth Certificate

Verified by: _____ Date: _____

Claim: ____ Approved ____ Rejected Reason for Rejection:

Reviewed by: _____ Date: _____

Exhibit III

Claim Rejection Form

**CITY OF NEWMAN
MONEY CLAIM REJECTION FORM**

The City of Newman has rejected the unclaimed property claim of:

Vendor or Individual Name:

Taxpayer I.D. or Social Security Number:

Address:

City / State / Zip Code:

Original Check Date:

Original Check Amount:

The grounds on which this claim has been rejected are:

Under California Government Code Section 50052, you have the right to file a verified complaint seeking to recover all, or a designated part, of the money in a court of competent jurisdiction within Stanislaus County. A copy of the complaint and the summons issued thereon must be served within thirty (30) days of receiving this notice of rejection. Upon being served, the Finance Director will withhold the disputed amount from being released until a decision is rendered by the court.

Finance Director

APPROVE MOU WITH MISCELLANENOUS EMPLOYEES BARGAINING GROUP

RECOMMENDATION:

Adopt Resolution No. 2015- , authorizing the City Manager to execute a three (3) year agreement with Operating Engineers Local #3 Miscellaneous Bargaining Group.

BACKGROUND:

The City and Operating Engineers Local #3 Miscellaneous Employees are concluding a one year agreement at the end of this Fiscal Year. The City and Bargaining Group have held a few meetings over the past several months and have reached terms for a three-year agreement.

ANALYSIS:

The terms of the proposed agreement consist of the following:

Fiscal Year 2015/16

The City agrees to provide a Cost of Living Adjustment (COLA) increase to the base salary equal to two percent (2%) effective July 1, 2015. Should the 2015/16 certified audited report show that the City's General Fund revenues are equal to or greater than General Fund expenditures, the City will provide the employees a 0.5% increase in their base salary effective the first pay period after the audit is accepted by City Council.

The City will be responsible for 3.5% of the PERS Employee's Total Contribution Rate. Employee shall be responsible for remaining share. (This applies to Tier 1 employees only. Tier 2 and 3 employees will remain unchanged.)

Health Insurance: The City agrees to increase the monthly allowance by \$50 per month.

Fiscal Year 2016/17

The City agrees to provide a COLA increase to the base salary equal to two percent (2%) effective July 1, 2016. Should the 2016/17 certified audited report show that the City's General Fund revenues are equal to or greater than General Fund expenditures, the City will provide the employees a 0.5% increase in their base salary effective the first pay period after the audit is accepted by City Council.

The City will be responsible for 1.5% of the PERS Employee's Total Contribution Rate. Employee shall be responsible for remaining share. (This applies to Tier 1 employees only. Tier 2 and 3 employees will remain unchanged.)

Health Insurance: The City agrees to increase the monthly allowance \$50 per month

Effective July 1, 2016, the City agrees to add a Step F to the salary schedule for members of the bargaining group.

After the completion of Fiscal Year 2016/17, the City agrees to conduct a total compensation study for the positions identified within the bargaining group. It will be the goal of the City to have said study completed prior to initiating negotiations for a new Memorandum of Understanding.

Fiscal Year 2017/18

The City agrees to provide a COLA increase to the base salary equal to two and one half percent (2.5%) effective July 1, 2017. Should the 2017/18 certified audited report show that the City's General Fund revenues are equal to or greater than General Fund expenditures, the City will provide the employees an additional 0.5% increase in their base salary effective the first pay period after the audit is accepted by City Council.

The employee shall be responsible for the entire PERS Employee's Total Contribution Rate.

Health Insurance: The City agrees to increase the monthly allowance \$50 per month

FISCAL IMPACT:

The three year agreement is estimated to increase expenditures approximately \$117,000 across all funds by the end of the third year; \$40,000 of the increase is General Fund expenditures. First year increases are approximately \$25,000 (all funds) and \$9,000 (General Fund.)

CONCLUSION:

After several meetings, the Miscellaneous Bargaining group and the City have reached terms for a three-year agreement. Prior to its conclusion, the agreement calls for the City to conduct a Compensation Study to assist with future negotiations. At the conclusion of the contract, each employee within the bargaining group will be responsible for the entire PERS Employee Total Contribution Rate; a goal of California Public Employee's Pension Reform Act of 2013 (PEPRA).

Attachments:

1. Resolution No. 2015-
2. Proposed agreement.

Respectfully submitted,



Michael Holland
City Manager

RESOLUTION NO. 2015-

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newman that certain Memorandum of Understanding between the City of Newman and Operating Engineers Local Union #3 dated June 2015, is hereby approved and determined that Michael E. Holland, as City Manager is authorized to sign the same on behalf of the City of Newman.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 26th day of June, 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 roll call vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

City Clerk of the City of Newman

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE**



CITY OF NEWMAN

AND THE

NEWMAN OPERATING ENGINEERS, LOCAL UNION NO. 3



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

**FISCAL YEARS
2015/16 through 2017/18**

MEMORANDUM OF UNDERSTANDING

Table of Contents

Article:	Page
Table of Contents	1
Definitions	2
1 Purpose	3
2 Recognition	3
3 No Strike	3
4 Management Rights	3
5 Non-Discrimination	5
6 Retirement	5
7 Insurance	6
8 Wages	6
9 Bulletin Boards and Interoffice Mail	8
10 Fair Share Fees	9
11 Dues Checkoff	10
12 State Disability Insurance	10
13 Uniform Allowance	10
14 Maintenance of Membership	11
15 Incorporation of Personnel Rules	11
16 Entire Understanding	11
17 Saving	11
18 Term of Understanding	12

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

AND THE

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

This Memorandum Of Understanding, hereinafter referred to as the "Understanding," is made and entered into at Newman, California this ____ day of June, 2015, by and between the City of Newman, hereinafter referred to as the "City," and the Newman Operating Engineers, Local Union No. 3, hereinafter referred to as the "Union," for and on behalf of the employees it represents. *The term of this contract shall be July 1, 2015 through June 30, 2018.*

DEFINITIONS

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

ARTICLE I. PURPOSE

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

ARTICLE 2. RECOGNITION

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

ARTICLE 3. NO STRIKE

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

ARTICLE 4. MANAGEMENT RIGHTS

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

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

ARTICLE 5. NON-DISCRIMINATION

- A. Discrimination Prohibited. Neither the City nor the Union shall discriminate against any employee covered by this Understanding in a manner which would violate any applicable laws because of race, religion, sex, creed, color, national original, ancestry, medical condition, marital status or age or participation in the activities of any lawful organization.

- B. Union Membership Or Activity. Neither the City nor the Union shall interfere with the right of employees covered by this Understanding to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

- C. Union Fair Representation. The Union agrees to and acknowledges its responsibility to fairly represent all employees in the bargaining unit without regard to race, religion, color, creed, age, national origin, political affiliation or beliefs, sex, handicap, job classification or employment status.

ARTICLE 6. RETIREMENT

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

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

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

FY 2015/16: The city agrees to pay three and one half percent (3.5%) of the Employee’s Total Contribution Rate. Employee shall be responsible for the remaining share.

FY 2016/17: The city agrees to pay one and one half percent (1.5%) of the Employee’s Total Contribution Rate. Employee shall be responsible for the remaining share.

FY 2017/18: The employee shall be responsible to pay the entire Employee’s Total Contribution Rate.

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

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

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

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

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

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

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

Existing Formula
2% at Age 55

New Formula
2% at Age 62

ARTICLE 7. INSURANCE PROGRAMS

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

A. Health Insurance. The City agrees to continue the current health care programs and funding mechanism. Beginning July 1, 2015, the City agrees to provide up to \$1,100 per month towards an employee's Health Insurance cost; inclusive of all HSA deposits and insurance premiums. The City agrees to fund HSA deposits semi-annually; allotments will be made on the first working day in January and July. Early second allotments can be requested provided the employee signs an affidavit indicating the first payment has been used for health care and the remaining is necessary for health care costs.

Beginning July 1, 2016, the City agrees to provide up to \$1,150 per month towards an employee's Health Insurance cost; inclusive of all HSA deposits and insurance premiums.

Beginning July 1, 2017, the City agrees to provide up to \$1,200 per month towards an employee's Health Insurance cost; inclusive of all HSA deposits and insurance premiums.

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

B. Dental/Vision Benefits. Beginning July 1, 2015 and extending through the term of this contract the City shall offer employees and their dependents a dental/vision insurance program. The City shall provide each employee under this coverage with a summary description of the program: Group Dental/Vision Benefit Plan – Revised November 1, 2004 - Number #00022 – Administered by CBA Administrators.

City costs in providing Dental/Vision benefits shall not exceed the limits set by the above plan

C. Health and Dental/Vision Benefit Costs.

1. City cost for providing health and dental/vision benefits during the term of this contract shall not exceed those limits enumerated above. Employees will be responsible for payment of premiums exceeding the above limits.

Employees who can demonstrate that they have health insurance from a source other than the City, shall be allowed to cancel their participation in a City health insurance program, subject to the program's limitations. Such employees shall have \$300 contributed monthly by the City on their behalf to a City provided deferred compensation plan.

ARTICLE 8. WAGES

A. Wage Increase.

Effective July 1, 2015, the City agrees to award a 2% wage increase (COLA) to the employee's annual base earnings. Should the City's 2015/16 Certified Annual Financial Report (CAFR) show City General Fund revenues are equal to or exceed General Fund expenditures, the City agrees to increase the 2015/16 COLA an additional 0.5%. The City and Union agree that said increase will be effective the first day of the month following the Council's acceptance of said CAFR.

Effective July 1, 2016, the City agrees to award a 2% wage increase (COLA) to the employee's annual base earnings. Should the City's 2016/17 Certified Annual Financial Report (CAFR) show City General Fund revenues are equal to or exceed General Fund expenditures, the City agrees to increase the 2016/17 COLA an additional 0.5%. The City and Union agree that said increase will be effective the first day of the month following the Council's acceptance of said CAFR.

Effective July 1, 2017, the City agrees to award a 2.5% wage increase (COLA) to the employee's annual base earnings. Should the City's 2017/18 Certified Annual Financial Report (CAFR) show City General Fund revenues are equal to or exceed General Fund expenditures, the City agrees to increase the 2017/18 COLA an additional 0.5%. The City and Union agree that said increase will be effective the first day of the month following the Council's acceptance of said CAFR.

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

- B. On July 1, 2016, the City agrees to add a Step F to the Salary Schedule for the members of the bargaining group.
- C. After the completion of Fiscal Year 2016/17, the City agrees to conduct a total compensation study for positions identified within the bargaining group. It will be the goal of the City to have said study completed prior to initiating negotiations for a new Memorandum of Understanding.

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

Grade I License

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

Pesticide Application Certificate

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

Backflow Prevention Certificate

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

Bilingual

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

Non-clerical employees who are certified as Bilingual in English-Spanish, spoken only, shall receive additional compensation in the amount of one and one-quarter (1.25%) of the base pay. Non-clerical employees are not eligible to receive the full 2.5% bilingual pay incentive.

Education

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

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

ARTICLE 9. BULLETIN BOARDS AND INTEROFFICE MAIL

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

ARTICLE 10. FAIR SHARE FEES

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

- A. Union Dues and Service Fee. All regular full-time employees shall, as a condition of continuing employment, become and remain members of the Union or shall pay a representation service fee which is the employee's proportionate share of the Union's cost of meeting and conferring and administering the Understanding. Such representation service fee shall in no event exceed the total regular periodic membership dues paid by unit employees.
- B. Implementation. Any employee subject to this Memorandum of Understanding shall be provided through the employer with a notice advising that the employer has entered into a Fair Share agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union, pay a service fee or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee, or a charitable contribution equal to the service fee. Said employee shall have five working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the employer. If the form is not completed properly and returned within five working days, the employer shall commence and continue a payroll deduction of Union dues from the regular pay of such employee.
- C. Effective Date. The effective date of Union dues, service fee deductions or charitable contributions for such employees shall be the beginning of the first pay period of employment or the pay period following the ratification and adoption of this agreement by the Union and the employer or after the Union has complied with paragraph F.

- D. Religious Exemption. Any employee subject to this Memorandum of Understanding who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization, shall, upon presentation of verification of active membership in such religion, body or sect be permitted to make a charitable contribution equal to the Union dues or service fee and initiation fees, to a non-religious, non-labor charitable fund exempt from taxation under Section 501 C(3) of the Internal Revenue code chosen by the employee from any fund maintained by the United Way of Stanislaus. Declarations of or applications for religious exemption and any supporting documentation shall be forwarded to the Union within fifteen days of receipt by the employer. The Union shall have fifteen days after receipt of a request for religious exemption to challenge any exemption granted by the employer. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution to the challenge. Charitable contributions shall be by regular payroll deduction only.
- E. Exclusion of Employees. The Agency Shop provisions set forth herein shall not apply to management, confidential or supervisory employees. Any position so designated may be disputed by the Union, and the matter shall be decided by an arbitrator.
- F. Financial Report. The Union will cause to be prepared an audit of chargeable and non-chargeable expenses on an annual basis and pursuant to applicable law, shall provide such report to individuals who have chosen or may choose to pay a service fee.
- G. Hold Harmless. The Union shall indemnify and hold employer and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein.

ARTICLE 11. DUES CHECKOFF

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

ARTICLE 12. STATE DISABILITY INSURANCE

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

ARTICLE 13. UNIFORM ALLOWANCE

- A. During the term of this agreement, the city shall provide Public Works Personnel under this bargaining unit with uniform shirts and cleaning service. In addition each Public Works Employee covered under this MOU shall receive an additional clothing allowance of \$220 per year payable in equal one-half installments July 1st and January 1st.
- B. In addition, each maintenance worker shall be annually entitled to one (1) pair of approved safety boots, total cost not to exceed \$200 per pair. City may designate a retailer to provide said safety boots.

ARTICLE 14. MAINTENANCE OF MEMBERSHIP

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

ARTICLE 15. INCORPORATION OF PERSONNEL RULES

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

ARTICLE 16. ENTIRE UNDERSTANDING

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

and may only be amended during its term by the parties' mutual agreement in writing and, if required, approved by the City Council.

ARTICLE 17. SAVING

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

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

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

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

ARTICLE 18. TERM OF UNDERSTANDING

This Understanding shall be effective as of the first day of July, 2015 and shall remain in full force and effect until the June 30, 2018 and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred and twenty (120) days prior to the anniversary date that it desires to modify or terminate this Understanding. In the event such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. This Understanding shall remain in full force and effect during the entire period of negotiations for a modification of this Understanding, and shall be automatically extended until such time as a new or modified Understanding is approved by both parties, effective date of termination notwithstanding.

FOR THE CITY

City Manager

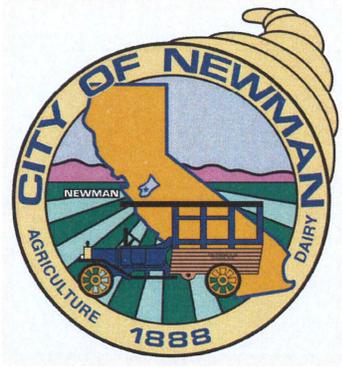
FOR THE UNION

Business Representative

Unit Representative

Unit Representative

Unit Representative



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

Date: May 20, 2015

To: Mayor and City Council

From: Michael E. Holland, City Manager 

Subject: Item 8.g. – CalPERS resolution regarding Employee Contributions

Should the Council approve item 8.f, the new three-year agreement spells out a transition whereby the Miscellaneous Bargaining Group will ultimately be responsible for the entire CalPERS Employee Contribution Rate. The attached Resolution is necessary for CalPERS to enact the changes.

RESOLUTION NO. 2015-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN AUTHORIZING A CHANGE IN CALPERS EMPLOYER PAID MEMBER CONTRIBUTIONS

WHEREAS, the governing body of the City of Newman has the authority to implement Government Code Section 20691;

WHEREAS, the governing body of the City of Newman has a written labor policy or agreement which specifically provides for the normal member contributions to be paid in part by the employer (currently 3%);

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Newman of a Resolution to commence or change said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Newman has identified the following conditions for the purpose of its elections to pay EPMC:

- This benefit shall apply to all employees of Classic First Tier Miscellaneous employees in the OE3 Bargaining Unit.
- This benefit shall consist of paying 3.5% of the normal member contributions as EPMC.
- The effective date of this Resolution shall be July 1, 2015.
- This benefit shall apply to all employees of Classic First Tier Miscellaneous employees in the OE3 Bargaining Unit.
- This benefit shall consist of paying 1.5% of the normal member contributions as EPMC.
- The effective date of this Resolution shall be July 1, 2016.
- This benefit shall apply to all employees of Classic First Tier Miscellaneous employees in the OE3 Bargaining Unit.
- This benefit shall consist of paying 0.0% of the normal member contributions as EPMC.
- The effective date of this Resolution shall be July 1, 2017.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Newman elects to pay EPMC, as set forth above.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 26th day of May, 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

Honorable Mayor and Members
of the Newman City Council

TIME EXTENSION FOR THE MATTOS RANCH DEVELOPMENT AGREEMENT

RECOMMENDATION:

1. Hold a Public Hearing
2. Conduct first reading of Ordinance No. 2015- , an Ordinance approving a three (3) year time extension for the Mattos Ranch Development Agreement.

BACKGROUND:

In September 2008, the City and George and Marlene Souza entered into a Development Agreement relating to the Mattos Ranch development. Shortly after its approval, the economy and the housing market underwent a substantial correction. Only recently has the local housing market for new construction seen an improvement in conditions.

ANALYSIS:

The attached Mattos Ranch Development Agreement was originally prepared by our legal counsel and reviewed and approved by the developer. The agreement includes sections outlining project development and terms and conditions. The agreement includes two additional fees to be paid to the City of Newman; an Aquatic Center Fee and Community Benefit Fee. In return, the developer was provided continuity of fees and standards. A time-extension will be mutually beneficial and is not unprecedented. The Sherman Ranch Development Agreement was extended for three (3) years due to the same economic downturn.

FISCAL IMPACT:

Positive. Based upon this agreement, the City will collect an additional fee for the Aquatic Center (\$2,000/lot), plus a Community Benefit Fee (\$3,000/lot).

CONCLUSION:

In 2008, staff has worked with the developer to craft a Development Agreement that works for both parties. Today, the agreement still offers value to the City. An approval means the agreement will be extended for an additional three years. Through the agreement, the City receives two additional fees that support the Council's ability to develop projects that are important to the Community. Staff recommends that Council introduce Ordinance #2015- , approving a three (3) year time extension for the Mattos Ranch Development Agreement.

ATTACHMENTS:

1. Ordinance No. 2015- , Approving A Time Extension to the Mattos Ranch Development Agreement.

Respectfully submitted,



Michael Holland
City Manager

ORDINANCE NO. 2015-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWMAN
APPROVING A THREE YEAR EXTENSION FOR DEVELOPMENT AGREEMENT
NO. 08-02 - MATTOS RANCH**

WHEREAS, The Planning Commission held a Public Hearing on Thursday, August 18, 2008, to consider Mattos Ranch Development Agreement (DA) No. 08-02 for George and Marlene Souza; and;

WHEREAS, The Planning Commission provided a recommendation of approval on the proposed Development Agreement, in accordance with Section 6-11-8 of Newman Municipal Code; and

WHEREAS, The City Council conducted a Public Hearing on September 9, 2008 to consider and review the Mattos Ranch Development Agreement; and

WHEREAS, Notice of the Public Hearing before the Planning Commission and before the City Council was given in the time and in the manner required by State Law and City Code;

WHEREAS, The City Council finds the Mattos Ranch Development Agreement is consistent with the City of Newman General Plan and the Newman Neighborhood Specific Plan. State Law does not require a precise or exact match between this Project and the General Plan. To be consistent, a Project must be compatible with the plan's purpose and policies. This Project is in conformity with the Newman General Plan's objectives, policies, general land uses, and programs specified in the General Plan and the Newman Neighborhood Specific Plan; and

WHEREAS, This Development Agreement will not inhibit or obstruct the attainment of the Newman General Plan. The Council has independently reviewed the evidence and in its independent judgment has determined that the Development Agreement is consistent with the General Plan; and

WHEREAS, This Development Agreement would not directly result in any physical land use changes or impacts to the environment; and

WHEREAS, The City Council determines the best interests of the City of Newman and of its residents would be served by the approval of this Development Agreement; and

WHEREAS, The City Council has independently considered all evidence, including the conclusions and recommendations of Planning Commission of the City of Newman; and

WHEREAS, The City Council of the City of Newman hereby finds that said Development Agreement is consistent with the objectives, policies, general land uses, and programs specified in the Newman General Plan and the Newman Neighborhood Specific Plan; and

WHEREAS, The City of Newman determined that Environmental Review has been addressed through the previously certified Final Environmental Impact Report (FEIR) for the Newman General Plan and the Expanded Initial Study prepared for the Mattos Ranch Subdivision. Section 15162 of CEQA guidelines specifies that no additional environmental work is needed where an EIR is prepared unless:

1. Subsequent changes to the project require important revisions; or
2. Substantial changes occur to the circumstances or settings; or
3. New information of substantial importance becomes available; and

WHEREAS, Staff is of the opinion that no circumstances, as outlined in Section 15162 exists and no further environmental documentation is required. Applicable mitigation measures are incorporated as conditions of approval. The proposed resolution includes statements which confirms that the previously certified Environmental Impact Report prepared for the Newman General Plan addresses CEQA pursuant to Section 15162 of the CEQA Guidelines; and

WHEREAS, In independently reaching this conclusion the City Council has considered all of the evidence, including the conclusions and recommendations of our planning department; and

WHEREAS, the City Council of the City of Newman finds that said CEQA Compliance has been addressed on the previously certified Environmental Impact Report and the Mattos Ranch Development Agreement will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area nor detrimental to the general welfare of the residents of Newman as a whole; and

WHEREAS, In full compliance with CEQA the Newman City Council approved and adopted the Newman Neighborhood Specific Plan (“Specific Plan”) in May of 1994; and

WHEREAS, The Mattos Ranch Project envisioned both development within the Specific Plan area and the use of a Development Agreement by the developers; and

WHEREAS, The Development Agreement is consistent with the goals and policies of the Specific Plan; and

WHEREAS, The City Council has considered all of the evidence, including the conclusions and recommendations of our planning department; and

WHEREAS, The City Council of the City of Newman finds that said Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

WHEREAS, To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs of development, the Legislature of the State of California adopted Section 65864 et seq. of the Government Code (the “Development Agreement Statute”), which authorizes the City to enter into a development agreement with any person/entity having a legal or equitable interest in real property providing for the development of such property and establishing certain development rights therein; and

WHEREAS, Pursuant to Government Code Section 65865(c), the City has adopted rules and regulations establishing procedures and requirements for consideration of development agreements. This Development Agreement has been processed, considered, and executed in accordance with those City rules and regulations; and

WHEREAS, The City has approved the Newman Neighborhood Specific Plan including all the studies, plans and documents approved at the time the Specific Plan was approved; and

WHEREAS, The Development Agreement has adhered to, and is consistent, with the requirements of the Development Agreement Statute; and

WHEREAS, The City finds the Developer has a legal or equitable interest in the property subject to the Development Agreement; and

WHEREAS, The granting of a three (3) year time extension due to the economic recession would be consistent with the rationale used to approve a previous three (3) year extension for the Sherman Ranch Development Agreement; and

WHEREAS, The City Council has considered all of this evidence.

NOW, THEREFORE, BE IT ORDAINED By the City Council of the City of Newman as follows:

- Section 1. The recitals above are true and correct, and the City Council hereby makes the findings set forth herein.
- Section 2. The City Council of the City of Newman hereby approves a three (3) year extension for Development Agreement 08-02 – Mattos Ranch, Exhibit “A,” and finds that said Development Agreement is consistent with the requirement of Government Code Section 65814, et seq.
- Section 3. The Mayor and City Clerk of the City of Newman are authorized and directed to execute and record said Development Agreement.
- Section 4. This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the city or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.
- Section 5. If any provision of this ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not effect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable. The city council hereby declares that it would have adopted this ordinance irrespective of the validity of any particular portion thereof.
- Section 6. This ordinance shall become effective thirty (30) days after its final passage.
- Section 7. Within fifteen (15) days after its final passage, the City Clerk shall cause this ordinance to be published in the West Side Index in accordance with Section 36933 of the Government Code.

The foregoing ordinance was introduced by Council Member _____ and the title thereof read at the regular meeting of the City Council of the City of Newman held on, May 26, 2015, and by a unanimous vote of the council members present, further reading was waived.

On motion of Council Member _____, seconded by Council Member _____, the foregoing ordinance was duly passed by the City Council of the City of Newman at a regular meeting thereof held on June 9, 2015, by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

APPROVED:

Mayor of City of Newman

ATTEST:

City Clerk

Honorable Mayor and Members
of the Newman City Council

**SECOND READING AND ADOPTION OF ORDINANCE NO. 2015- , AMENDING TITLE 11 PUBLIC
WAYS AND PROPERTY, ADDING CHAPTER 11.05A WATER CONSERVATION AND EDUCATION
AND RESCINDING SECTION 11.05.230 IRRIGATION OF LAWNS AND LANDSCAPING OF THE
NEWMAN CITY CODE EFFECTIV JULY 1, 2015 AND AUTHORIZE STAFF TO PUBLISH A
SUMAMRY OF SAID ORDINANCE**

RECOMMENDATION:

It is recommended that

1. Conduct a Public Hearing regarding the proposed amendments to Title 11 Public Ways and Property, adding Chapter 11.05A Water Conservation and Education and Rescinding Section 11.05.230 Irrigation of Lawns and Landscaping, of the Newman City Code – complying with State Emergency Water Conservation Regulations effective July 1, 2015.
2. Adopt said Ordinance and authorize staff to publish a summary of said Ordinance.

BACKGROUND:

In response to the Governor's January 17, 2014 drought emergency proclamation, the State Water Resources Control Board (SWRCB) at its July 15th, 2014 meeting approved emergency regulations to ensure water agencies, their customers, and state residents increase conservation in urban settings, with a specific emphasis on outdoor irrigation. On April 1, 2015, Governor Brown signed Executive Order B-29-15, directing the State Water Board to impose restrictions to achieve a statewide 25 percent reduction in potable urban water usage through February 2016, as compared to the amount used in 2013.

The SWRCB's emergency regulations also require urban water suppliers, such as the City of Newman, to implement all requirements and actions of the stage of its water shortage contingency plan that imposes mandatory restrictions on outdoor irrigation. Urban water suppliers are also required to submit a monthly monitoring report to the SWRCB that includes the amount of potable water produced in the prior month, and the gallons of water used per capita in its service territory.

Since the water shortage contingency plan, which is part of the Urban Water Management Plan (UWMP), is under development, the proposed Water Conservation and Education ordinances will establish the City's Water Shortage Plan; identifying various stages of restrictions on outdoor watering as well as a water conservation program. At the May 12, 2015 Council meeting the introduction of the ordinance and first reading was conducted.

ANALYSIS:

The City's new Water Conservation and Education ordinance specifies what actions the City could take in response to different stages of water shortage emergencies. There is a need for some flexibility in selecting the exact strategy to be used to respond to a particular water shortage situation. As such, although all five of the different stages are listed below, staff's expectation is that the exact stage would be based upon the severity of the conditions, the amount of conservation realized under the current stage, and other factors that impact the City's ability to meet the goals set by the State.

The proposed Ordinance includes elements that restrict outdoor irrigation. These outdoor irrigation restrictions are directly responsive to the current situation, in which the State has adopted emergency water regulations and directed outdoor irrigation restrictions.

- Stage 1: No outdoor watering between 1 pm and 6 pm (From March 1st to October 31st)
- Stage 2: Three-Day Outdoor Watering
 - Address ending in an even number: Tuesday, Thursday, and Saturday
 - Address ending in an odd number: Wednesday, Friday, and Sunday
- Stage 3: Two-Day Outdoor Watering
 - Address ending in an even number: Tuesday and Saturday
 - Address ending in an odd number: Wednesday and Sunday

- Stage 4: One-Day Outdoor Watering
 - Address ending in an even number: Saturday
 - Address ending in an odd number: Sunday
- Stage 5: Prohibit All Outdoor Watering

In an effort to comply with the SWRCB directive, staff believes that implementation of Stage 2 standards will help the City achieve the State mandated 24% reduction in water usage. Should the Council adopt the proposed Ordinance, it is anticipated that the new Stage 2 regulations will go into effect on July 1, 2015.

FISCAL IMPACT:

Adoption of this Ordinance will not have a direct fiscal impact. However, water conservation by residents and business will have an impact on the Water Fund as less revenue will be collected. This impact will be lessened by a reduction in energy costs associated with pumping the water.

CONCLUSION:

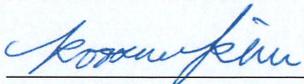
Staff recommends the City Council:

1. Conduct a second reading of the ordinances,
2. Conduct a public hearing,
3. Adopt Ordinance 2015- and
4. Authorize staff to publish a summary of said ordinance.

ATTACHMENTS:

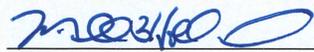
1. Ordinance No. 2015- , Amending Title 11 Public Ways and Property, adding Chapter 11.05A Water Conservation and Education of the Newman City Code and Rescinding Section 11.05.230 Irrigation Of Lawns And Landscaping, of the Newman City Code

Respectfully submitted,



Koosun Kim
Director of Public Works

REVIEWED/CONCUR:



Michael E. Holland
City Manager

ORDINANCE NO. 2015-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWMAN, CALIFORNIA,
AMENDING TITLE 11 PUBLIC WAYS AND PROPERTY, ADDING CHAPTER 11.05A
WATER CONSERVATION AND EDUCATION AND RESCINDING SECTION 11.05.230
IRRIGATION OF LAWNS AND LANDSCAPING OF THE NEWMAN CITY CODE
COMPLYING WITH STATE EMERGENCY WATER CONSERVATION REGULATIONS**

WHEREAS, in response to the Governor's January 17, 2014 drought emergency proclamation, the State Water Resources Control Board (SWRCB) at its July 15th, 2014 meeting approved emergency regulations to ensure water agencies, their customers, and state residents increase conservation in urban settings, with a specific emphasis on outdoor irrigation; and

WHEREAS, on April 1, 2015, Governor Brown signed Executive Order B-29-15, directing the State Water Board to impose restrictions to achieve a statewide 25 percent reduction in potable urban water usage through February 2016, as compared to the amount used in 2013.

WHEREAS, the SWRCB's emergency regulations require urban water suppliers to implement all requirements and actions of the stage of its water shortage contingency plan that imposes mandatory restrictions on outdoor irrigation and to submit monthly monitoring reports to the SWRCB that include the amount of potable water produced in the prior month, and the gallons of water used per capita in its service territory; and

WHEREAS, the City's new Water Conservation and Education ordinance specifies what actions the City may take in response to different stages of water shortage emergencies; and

WHEREAS, the new Water Conservation and Education ordinance provides flexibility in selecting the exact strategy to be used to respond to a particular water shortage situation; and

WHEREAS, the City's new Water Conservation and Education ordinance includes comparable requirements to those outlined in Section 11.05.230 Irrigation of lawns and landscaping of the Newman City Code thereby making Section 11.05.230 obsolete; and

WHEREAS, in order to comply with the SWRCB directive, it is recommended City Council adopt said Ordinance implementing the Water Conservation and Education Program; and

WHEREAS, the City of Newman held a Public Hearing on May 26, 2015 as noticed, to allow the City Council to hear and consider all protests and objections concerning the proposed Water Conservation and Education ordinances; and

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

SECTION 1

The recitals above are true and correct, and the City Council hereby makes the findings set forth herein

SECTION 2

That Section 11.05.230 Irrigation of lawns and landscaping of the Newman City Code be rescinded as follows:

11.05.230 — Irrigation of lawns and landscaping.

~~A. All outside watering, including lawns and landscaping, shall be prohibited between the hours of 1:00 p.m. and 6:00 p.m. It shall be unlawful for any person, firm or corporation to conduct outside watering during said times, unless approval, for good cause, has been granted by the Public Works Director.~~

~~B. Whenever landscaping or a landscape plan is required by this title, water efficient landscaping shall be required. Guidelines shall conform to the standards contained in the "Water Efficient Landscape Guidelines" as promulgated by the Public Works Director and adopted herein by reference.~~

~~C. Driveways, sidewalks, building exteriors and parking lots may be hosed down with the use of a quick-acting, shut-off hose nozzle.~~

~~D. Wastewater shall include the use of lawn sprinklers when it is raining and the watering of lawns, ground cover, shrubbery and trees in a manner or to an extent which allows substantial amounts of excess water to run off the area being watered.~~

~~E. Quick-acting shut-off hose nozzles shall be required for car washing.~~

~~F. Any violation of the provisions of this section shall constitute an infraction and shall be punished by a fine of \$25.00 for the first violation after a warning in writing, \$50.00 for a second violation within one year, and a fine of \$100.00 for each additional violation within one year. The City may, at its option, discontinue the service after the third violation after giving the customer written notice. (Ord. 93-2, 3-23-1993; Ord. 92-19, 12-8-1992)~~

(deletions as strikeouts)

SECTION 3

That Title 11 of the Newman City Code be amended to add Chapter 11.5A Water Conservation And Education as stated in Attachment "A", attached hereto and made a part hereof by this reference.

SECTION 4

All other sections and provisions of Title 11 shall remain in full force and effect.

SECTION 5

This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published at least once in the West Side Index, a newspaper of general circulation, published and circulated in the City of Newman and thenceforth and thereafter the same shall be in full force and effect.

Introduced at a regular meeting of the City Council of the City of Newman held on the 12th day of May, 2015 by Council Member Martina and adopted at a regular meeting of said City Council held on the 26th day of May, 2015 by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

ATTEST:

Mayor of the City of Newman

City Clerk of the City of Newman

ATTACHMENT “A”
TITLE 11 PUBLIC WAYS AND PROPERTY
CHAPTER 11.5A WATER CONSERVATION AND EDUCATION

Article I. Purpose

11.5A.010 Purpose.

11.5A.020 Findings.

Article II. Education

11.5A.030 Education.

Article III. Water Conservation Schedule and Prohibitions

11.5A.040 Outdoor Landscape Watering.

11.5A.050 Prohibitions.

Article IV. Emergency Water Shortage Plan

11.5A.060 Title.

11.5A.070 Declaration of Policy: Purpose.

11.5A.080 City Manager: Authorized Action.

11.5A.090 Application.

11.5A.100 Water Conservation Stages.

11.5A.110 Mandatory Water Conservation Compliance Phase Implementation.

11.5A.120 Water Wasting Prohibited.

11.5A.130 Acts Constituting Water Wasting.

11.5A.140 Notice Of Acts Constituting Water Wasting.

11.5A.150 Penalty Fee Assessment For Water Wasting.

11.5A.160 Appeal.

11.5A.170 Appeal Hearing Request.

11.5A.180 Failure to Pay Penalty Fee.

Article I. Purpose

11.5A.010 Purpose.

The purpose and intent of the Council in enacting this Chapter is to protect the health, safety, welfare and interest of the public, and of patrons of establishments regulated by this Code by requiring that the patrons, establishments and persons conserve and not waste water by requiring that such establishments and persons conform to the water conservation procedures set forth in this chapter.

11.5A.020 Findings.

- A. As a result of the drought and the understanding that water is a precious resource, the City Council finds that any ordinance relating to the conservation of water is an urgency matter for the health, safety and general welfare of the public;
- B. The Constitution of the State of California and California Case Law provide that water shall not be wasted;
- C. To prevent the waste of water it is the intent of the City Council of the City of Newman to adopt reasonable rules regulating the use of water for outdoor landscape watering and other ancillary uses;
- D. The City Council is mindful of the importance of conserving water.

Article II. Education

11.5A.030 Education.

- A. The City Council, as part of supplementation of this Chapter, will provide information to the public through the City Manager and City departments regarding the proper use to minimize the volume of water needed for a given function.
- B. The Council, in an effort to carry out its findings and legislative purpose, sponsors this educational program with the intent that through proper education and implementation of water conservation procedures persons and establishments may continue to function with a significant savings in the volume of water.

Article III. Water Conservation Schedule and Prohibitions

11.5A.040 Outdoor Landscape Watering.

All users of water within the City limits of the City of Newman are subject to the following regulation:

- A. From March 1st to October 31st, all outside watering, including lawns and landscaping, shall be prohibited between the hours of 1:00 p.m. and 6:00 p.m. It shall be unlawful for any person, firm or corporation to conduct outside watering during said times, unless approval, for good cause, has been granted by the Public Works Director.

11.5A.050 Prohibitions.

- A. Newly planted lawns may be allowed daily watering only until the second mowing has been completed upon notification of the Public Works Department to planting.

- B. The washing down or hosing of recreational vehicles, sidewalks, gutters, outside structures, or other exterior surfaces without prior written consent of the City Manager or his designee is prohibited and a violation of this chapter. Sweeping or brushing is required unless prior approval for water use is obtained.
- C. The filling of wading pools is permitted, but "slip-n-slides" and other recreational activities requiring a constant flow of water are prohibited.
- D. The washing of vehicles at a residence is allowed only if a quick-acting automatic positive shut-off valve is used and in proper operating condition including the discharge of treated wash waters, and is limited to one (1) such washing per week per vehicle during designated watering days and times. This section is subject to the provisions of Newman Municipal Code Chapter 11.12 Storm Water management and Discharge Control.

Article IV. Emergency Water Shortage Plan

11.5A.060 Title.

There is hereby established the "City of Newman Emergency Water Shortage Plan."

11.5A.070 Declaration of Policy: Purpose.

- A. Declaration of policy. The City Council hereby declares that the general welfare requires that the water resources available to the City be put to the maximum beneficial use to the extent to which the City is capable, and that the waste of, unreasonable use of, or unreasonable method of use of water be prevented. The conservation of such water is to insure the reasonable and beneficial use thereof in the interests of the people of the City of Newman and for the public welfare.
- B. Purpose. The City Council finds and declares that consolidating the various provisions of Ordinance associated with water conservation into one readily accessible document shall provide a more professional and usable work product as well as promote a better public understanding of the various procedures and provisions of the Newman Emergency Water Shortage Plan. Additionally, adding provisions prohibiting water wasting and defining the acts which so constitute water wasting advances the purpose and policy of the Newman Emergency Water Shortage Plan.

11.5A.080 City Manager: Authorized Action.

The City Manager, or his or her designee, is hereby authorized and directed to implement the provisions of this chapter upon a determination that same is necessary to protect the public welfare and safety.

11.5A.090 Application.

The provisions of this chapter shall apply to all persons, customers and property served by the City of Newman.

11.5A.100 Water Conservation Stages.

A. STAGE 1 – MANDATORY WATER CONSERVATION.

Stage 1 calls for a low level of informational outreach and enforcement of the permanent water use ordinances. Customers of the City of Newman are hereby directed to limit the amount of water used on a year round basis. Due to the characteristics of the current City of Newman water system, additional water conservation is needed between March 1st and October 31st each year as established by Section 11.05A.040.

B. STAGE 2 – MANDATORY WATER CONSERVATION COMPLIANCE: WARNING.

Upon implementation of this chapter by the City Manager pursuant to Section 11.5A.080 of this Code, and publication of notice that Stage 2 Mandatory Conservation Compliance Measures are in effect, the following mandatory conservation compliance measures shall apply:

- (1) Outdoor landscape watering. Outdoor landscape watering shall be limited to three times per week on an odd-even basis in accordance with Section 11.5A.100 B(2). If the address ends in an even number, the water days shall be Tuesday, Thursday and Saturday. If the address ends in an odd number, the watering days will be Wednesday, Friday and Sunday.
- (2) Outdoor watering is prohibited between the hours of 1 p.m. and 6 p.m.
- (3) Large commercial landscapes and City parks shall have individual watering schedules approved by the Public Works Department.
- (4) Residential vehicle washing. Residents shall be allowed to wash their vehicles as established by Section 11.05A.050 D.

C. STAGE 3 – MANDATORY WATER CONSERVATION COMPLIANCE: WARNING.

Upon implementation of this Chapter by the City Manager pursuant to Section 11.5A.080 of this Code, and publication of notice that Stage 3 Mandatory Conservation Compliance Measures are in effect, the following Mandatory Water Conservation Compliance Measures shall apply:

- (1) Outdoor Landscaping Watering. Outdoor landscape watering shall be limited to two times per week in accordance with Section 11.5A.100 B(2). If the address ends in an even number, the watering days shall be Tuesday and Saturday. If the address ends in an odd number, the watering days shall be Wednesday and Sunday.
- (2) Large commercial landscapes and City parks shall also be limited to two days per week, as scheduled by the Public Works Department.
- (3) Residential vehicle washing. Residents shall be allowed to wash their vehicles as established by Section 11.05A.050 D.
- (4) Further use of decorative fountains or reflection ponds shall be disconnected until further notice.

D. STAGE 4 – MANDATORY WATER CONSERVATION COMPLIANCE: WARNING.

Upon implementation of this Chapter by the City Manager pursuant to Section 11.5A.080 and publication of notice that Stage 4 Mandatory Conservation Compliance Measures are in effect, the following mandatory conservation compliance measures shall apply:

- (1) Outdoor landscape watering shall be limited to one day per week. If the address ends in an even number, the watering day shall be Saturday. If the address ends in an odd number, the watering day shall be Sunday. Watering hours shall be in accordance with Section 11.05A.100 B(2). No outdoor landscaping watering Monday through Friday.
- (2) Large commercial landscaping and City parks shall be limited to one (1) day per week, as scheduled by the Public Works Department.

- (3) Filling newly constructed or drained swimming pools with City water shall be prohibited.
- (4) Construction water from City fire hydrants shall be banned but treated effluent water from the wastewater treatment plant may be made available for construction water purposes.
- (5) Further use of decorative fountains or reflection ponds shall be discontinued until further notice.
- (6) Washing of automobiles, trucks, trailers, boats, airplanes and other types of mobile equipment not occurring upon the immediate premises of commercial car washes and commercial service stations and not in immediate interest of the public health, safety, and welfare shall be prohibited.

E. STAGE 5 – MANDATORY WATER CONSERVATION COMPLIANCE: WARNING.

Upon implementation of this Chapter by the City Manager pursuant to Section 11.5A.080 of this Code, and publication of notice that Stage 5 Mandatory Conservation Compliance Measures are in effect, the following mandatory conservation compliance measures shall apply:

- (1) Outdoor landscape watering shall be prohibited. This includes multi-purpose commercial landscapes and City parks and median strips.
- (2) Industry and commercial businesses shall be required to curtail consumption in order to maintain adequate supplies of water for health and safety.
- (3) If there is total well failure, disaster relief from outside the City of Newman shall be required.

11.5A.110 Mandatory Water Conservation Compliance Phase Implementation.

- A. The Director of Public Works, or his or her designee, shall monitor the projected supply and demand for water by its customers, with heightened emphasis during the months of April through October;
- B. The Director of Public Works, or his or her designee, shall recommend to the City Manager the extent of the Conservation Compliance Stage required in order for the City to prudently plan for and supply water to its customers.
- C. The City Manager may order that the appropriate Stage of water conservation be implemented or terminated in accordance with the applicable provisions of this Chapter. When implementing Mandatory Water Conservation Compliance Stage 2, 3, and 4, said order shall be made by public announcement and shall be published a minimum of one (1) time in a daily newspaper of general circulation and shall become effective immediately upon such publication.

11.5A.120 Water Wasting Prohibited.

Water wasting, as defined by Section 11.5A.130 of this Code, is prohibited.

11.5A.130 Acts Constituting Water Wasting.

For the purposes of this title, acts constituting water wasting shall mean and include, but shall not be limited to, any of the following acts:

- A. Failure to comply with the City of Newman Emergency Water Shortage Plan, any conservation stage declared thereunder, and/or any guidelines or outdoor landscape watering schedules in effect pursuant thereto.
- B. Watering outdoor landscaping areas or gardens such that excess water leaves the property or area being watered.
- C. Watering outdoor landscaping while raining and within 48 hours following any measurable rainfall.
- D. Washing vehicles, boats, or equipment during restricted days or hours; and/or using an open hose not equipped with a quick-action automatic shut-off valve while so doing.
- E. Hosing down driveways, streets, sidewalks, parking lots, and building exteriors without the prior written consent of the Public Works Director or his designee. If consent is given, any restrictions on the frequency, timing or method would remain in effect unless a health or safety condition existed.
- F. Having leaky faucets, irrigation valves, sprinkler heads or plumbing fixtures on the premises.
- G. Operating evaporated coolers which are not equipped with a recirculating pump.

11.5A.140 Notice of Acts Constituting Water Wasting.

- A. Any utility customer, or person using the utilities with the consent of or actual or constructive knowledge of the customer, continue to commit acts which constitute the wasting of water, as provided in Section 11.5A.130 of this Code, shall be served Notice of Acts Constituting Water Wasting.
- B. This Notice of Acts Constituting Water Wasting shall serve as a first warning and first Notice of Acts Constituting Water Wasting shall:
 - (1) Identify the date, time and circumstances of the violation;
 - (2) State the amount of the potential penalty fee for water wasting;
 - (3) Advise the customer of his or her appeal rights as provided herein;
- C. The Notice of Acts Constituting Water Wasting shall be served to any utility customer, or person using the utilities with the consent of or actual or constructive knowledge of the customer, continue to commit acts which constitute the wasting of water, as provided in Section 11.5A.130.

11.5A.150 Penalty Fee Assessment For Water Wasting.

- A. A penalty fee in the sum of Twenty-five and no/100ths (\$25.00) Dollars shall be assessed to the utility customer's account for a first violation within one (1) year after being served with a Notice of Acts Constituting Water Wasting, pursuant to Section 11.5A.140 of this Code.
- B. A penalty fee in the sum of Fifty and no/100ths (\$50.00) Dollars shall be assessed to the utility customer's account for a second violation within said one (1) year after being served with a Notice of Acts Constituting Water Wasting, pursuant to Section 11.5A.140 of this Code.
- C. A penalty fee in the sum of One Hundred and no/100ths (\$100.00) Dollars shall be assessed to the utility customer's account for a third violation within said one (1) year after being served with a Notice of Intention to Impose a Penalty Fee for Water Wasting, pursuant to Section 11.5A.140 of this Code.
- D. The City may, at its option, discontinue the service after the third violation after giving the customer written notice.

11.5A.160 Appeal.

- A. A utility customer shall have the right to appeal to the City Manager, or his or her designee, the Notice of Acts Constituting Water Wasting, or any water wasting penalty fee assessed to his or her account.
- B. The appeal hearing shall be held before the City Manager, or his or her designee. After hearing all of the evidence presented, he or she shall make the final administrative determination regarding the matter.
- C. The customer shall be allowed to present such witnesses and evidence as he or she may desire.
- D. Such appeal hearing is an administrative hearing and the rules of evidence shall not apply.

11.5A.170 Appeal Hearing Request.

- A. The utility customer must request an appeal hearing in writing within fifteen (15) calendar days from the date of service of the Notice of Acts Constituting Water Wasting, or any water wasting penalty fee assessed to his or her account, unless the fifteenth day falls on a weekend day or City observed holiday.
- B. The request for hearing shall be addressed to the City Manager and shall be deemed served only when received by the City. Failure to properly serve the request for hearing within the fifteen (15) calendar day period shall be deemed a waiver of the right to appeal the matter and the penalty fee will be assessed against the customer's account unless the fifteenth day falls on a weekend day or City observed holiday.
- C. The hearing officer shall give written notice by mail to the utility customer of the date, time, and location of the appeal hearing, which hearing shall be held no sooner than ten (10) days from receipt of the request for hearing and no longer than thirty (30) days from receipt of such request.
- D. The decision of the hearing officer shall be final. If the Notice of Acts Constituting Water Wasting, or any water wasting penalty fee assessed to an account is upheld, the penalty fee shall be assessed to the customer's account.

11.5A.180 Failure to Pay Penalty Fee.

Failure of any utility customer to pay the penalty fees imposed pursuant to this article as required shall be grounds to discontinue utility service until compliance is obtained.

Honorable Mayor and Members
of the Newman City Council

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN ADOPTING LOCAL GOALS AND POLICIES FOR COMMUNITY FACILITY DISTRICTS

RECOMMENDATION:

It is recommended that the Newman City Council approve Resolution No. 2015- , a resolution of the City Council of the City of Newman adopting Local Goals and Policies for Community Facility Districts.

BACKGROUND:

In 2015 the City Council formed a Community Committee to provide recommendations to the City Council on financing the development of an Aquatic Center and other facilities within the City. The Committee recommended that an analysis of the financing options of a Community Financing District (“CFD”) be evaluated. In April 2015, the City hired NBS to initiate the process to study a citywide CFD to fund these projects and provide the City options on the CFD formation.

ANALYSIS:

Adoption of the Local Goals and Policies is a requirement and the first step in the formation of the Community Facilities District. This resolution does not form a district. The Local Goals and Policies document is meant to be a general document not specific to a certain district or its projects. It is meant to cover any Community Facility District established by the City and its voters. By law the Local Goals and Policies must include at least the following (Govt. Code 53312.7):

- A statement of the priority that various kinds of public facilities and services shall have for financing.
- A statement of the credit quality to be required of bond issues
- A statement concerning steps to be taken to ensure that property purchaser are notified of the tax
- A statement concerning criteria for evaluating the equity of tax allocation formulas
- A statement of definitions standards and assumptions to be used in appraisals

FISCAL IMPACT:

The adoption of a Local Goals and Policies document has no financial impact.

CONCLUSION:

Staff recommends approving Resolution 2015- , a resolution of the City Council of the City of Newman adopting Local Goals and Policies for Community Facility Districts.

ATTACHMENTS:

1. Resolution No. 2015- , a resolution of the City Council of the City of Newman adopting Local Goals and Policies for Community Facility Districts
2. Exhibit A – Local Goals and Policies for Community Facility Districts

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 ADOPTING
LOCAL GOALS AND POLICIES FOR COMMUNITY FACILITIES DISTRICTS**

WHEREAS, the City is intending to consider the conduct of proceedings under the Mello-Roos Community Facilities Act of 1982 (Chapter 2.5, commencing with Section 53311 of Part 1 Division 2, Title 5 of the California Government Code) (the "Act"); and

WHEREAS, under the Act, the City may initiate proceedings to establish a community Facilities District only if it has first considered and adopted Local Goals and Policies (the "Goals and Policies"), and a form of such Goals and Policies are on file with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED that the City of Newman does hereby resolve as follows:

1. The City Council does hereby find and determine that the proposed Goals and Policies meet the requirements of the Act.
2. Said Goals and Policies are hereby adopted by this City Council for purposes of compliance with the Act, subject to further amendment as may be required from time to time.
3. This resolution and the Goals and Policies shall be effective from and after the date of the adoption by the City Council

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 26th day of May, 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:

City Clerk of the City of Newman

CITY OF NEWMAN

LOCAL GOALS AND POLICIES FOR COMMUNITY FACILITIES DISTRICTS

I. GENERAL.

The City of Newman (the "City") hereby adopts the following in compliance with Section 53312.7 and 53345.8 of the Mello-Roos Community Facilities Act of 1982 (the "Act"). Section 53312.7(a) of the California Government Code requires that the City consider and adopt local goals and policies concerning the use of the Act prior to the initiation of proceedings on or after January 1, 1994 to establish a new community facilities district ("CFD") under the Act.

These Local Goals and Policies for Community Facilities Districts (the "Policies") provide guidance and conditions for the conduct by the City of proceedings for, and the issuance of bonds secured by special taxes levied in, a CFD established under the Act. The Policies are intended to be general in nature; specific details will depend on the nature of each particular financing. The Policies are applicable to financings under the Act and are intended to comply with Section 53312.7(a) of the Government Code. These Policies shall not apply to any assessment financing or any certificate of participation or similar financings involving leases of or security in public property. The Policies are subject to amendment by the City Council at any time.

II. FINANCING PRIORITIES.

Eligible Facilities. The improvements eligible to be financed by a CFD will be owned by a public agency or public utility and will have a useful life of at least five years, except that up to five percent of the proceeds of an issue can be used for facilities owned and operated by a privately-owned public utility. Development proposed within a CFD will be consistent with the City's general plan and will have received any required legislative approvals. A CFD will not vest any rights to future land use on any properties, including those which are responsible for paying special taxes.

The list of eligible public facilities include, but are not limited to, the following:

- Streets
- Street lighting
- Traffic signals and safety lighting
- Landscaping on public property or in public easements
- Sanitary sewer facilities
- Storm drain facilities
- Flood control facilities
- Potable and reclaimed water facilities
- Utility relocations
- Elementary and secondary school sites and facilities
- Libraries
- Parks and recreational facilities
- Public utilities
- Cultural facilities
- Police and fire protection facilities
- Governmental facilities

It is acknowledged that the Act permits the financing of fee obligations imposed by governmental agencies the proceeds of which fees are to be used to fund public capital improvements of the nature listed above. The City will consider an application to finance fee obligations on a case-by-case basis. The City will prioritize financing fees to be paid to the City because of the administrative burden associated with financing fees payable to other local agencies.

The funding of public facilities to be owned and operated by public agencies other than the City will be considered on a case-by-case basis. If the proposed financing is consistent with a public facilities financing plan approved by the City, or the proposed facilities are otherwise consistent with approved land

use plans for the property, the City may consider entering into a joint financing agreement or joint powers authority in order to finance these facilities. In the event the City elects to pursue a joint financing agreement or joint powers authority, such a joint agreement with the public agency that will own and operate any such facility, will be entered into consistent with the time specified in the Act.

A CFD may also be formed for the purpose of refinancing any fixed special assessment or other governmental lien on property, to the extent permitted under the Act, as applicable.

Priority Facilities. Priority for CFD financing of public facilities shall be given to public facilities which: (a) are necessary for development to proceed in an orderly fashion, or (b) are otherwise coordinated to correspond to the phasing of the related private development project. If appropriate, the City may require the preparation of a public facilities financing plan as a part of the specific plan or other land use document that identifies the public facilities required to serve a project, and the type of financing to be utilized for each facility. The City may require preparation of the aforementioned plan(s) as a condition of approval of a project, at the cost of the developer of the project. The City will attempt to schedule construction of CFD-financed facilities in a manner such that private development will not occur ahead of the installation of public infrastructure necessary to support that development.

Eligible Services; Priority Services. The services eligible to be financed by a CFD (the "Services") are those identified in the Act. Subject to the conditions set forth in the Act, priority for public services to be financed by a CFD shall be given to services which are (a) necessary for the public health, safety and welfare and (b) would otherwise be an additional burden to the City's general fund. The City may finance services to be provided by another local agency if it determines the public convenience and necessity require it to do so, although the City prioritizes financing services to be provided by the City. If appropriate, the City may require the preparation of a public services financing plan as a part of the specific plan or other land use document that identifies the public services required to serve a project and the source of funding for each such service.

Eligible Private Facilities. Financed improvements may be privately-owned in the specific circumstances, and subject to the conditions, set forth in the Act.

III. BOND FINANCINGS; CREDIT QUALITY.

Value-to-Public Lien Ratio. All CFD bond issues should have at least a three to one property value to public lien ratio after calculating the value of the financed public improvements to be installed, unless otherwise specifically approved by the City Council as provided in Section 53345.8(b) or (c) of the Act. Property value may be based on either an appraisal (as described in VI below) or on assessed values as indicated on the county assessor's tax roll. The public lien amount shall include the bond issue currently being sold plus any public indebtedness secured by a lien on the properties to be taxed.

Entitlement Status. The City will require all major land use approvals and governmental permits necessary for development of land in the CFD to be substantially in place before bonds may be issued.

Reserve Fund. In most cases, a reserve fund equal to the lesser of (i) ten percent of the original proceeds of the bond issue, (ii) the maximum annual debt service on the bonds, or (iii) one hundred twenty-five percent of the average annual debt service on the bonds will be required for all bond issues where less than fifty percent of the buildable acreage has been developed. A smaller reserve fund may be required by the City for bond issues where development thresholds identified by the City have been met (for example, more than 50% of the buildable acreage has been developed).

Failure to Meet Credit Criteria. Less than a three to one property value to public lien ratio, excessive tax delinquencies, or projects of uncertain economic viability may cause the City to disallow the sale of bonds or require credit enhancement prior to bond sale. The City may consider exceptions to the above policies for bond issues that do not represent an unusual credit risk, either due to credit

enhancement or other reasons specified by the City, and/or which otherwise provide extraordinary public benefits, to the extent permitted by and subject to any applicable requirements of the Act.

If the City requires letters of credit or other security, the credit enhancement shall be issued by an institution, in a form and upon terms and conditions satisfactory to the City. Any security required to be provided by the applicant may be discharged by the City upon satisfaction of the applicable credit criteria specified by the City.

As an alternative to providing other security, and subject to federal tax law, the applicant may request that a portion of the bond proceeds be placed in escrow with a trustee or fiscal agent in an amount sufficient to assure the financing will meet the applicable credit criteria, including, but not limited to, meeting a value-to-lien ratio of at least three to one on the outstanding proceeds. The escrowed proceeds shall be released at such times and in such amounts as may be necessary to assure the applicable credit criteria has been met.

The City will require that bond financings be structured so that bonds are purchased and owned by suitable investors. For example, the City may require placement of bonds with a limited number of sophisticated investors, large bond denominations and/or transfer restrictions in situations where there is an insufficient value-to-lien ratio, where a substantial amount of the property within a CFD is undeveloped, where tax delinquencies are present in parcels within the CFD, and in any other situation identified by the City.

IV. DISCLOSURES

Purchasers of Property. As a minimum, any disclosures mandated by applicable state law to inform prospective purchasers of their obligations under the CFD shall apply to each CFD. In addition, there may be additional requirements mandated by the City for particular kinds of financings on a case-by-case basis. The City may prescribe specific forms to be used to disclose the existence and extent of obligations imposed by CFD.

Disclosure Requirements for the Resale of Lots. The City shall provide a notice of special taxes to sellers of property (other than developers) which will enable them to comply with their notice requirements under Section 1102.6 of the Civil Act. This notice shall be provided by the City within five working days of receiving a written request for the notice. A reasonable fee may be charged for providing the notice, not to exceed any maximum fee specified in the Act.

Continuing Bond Disclosure. Landowners in a CFD that are responsible for ten percent (10%) or more of the annual special taxes must agree to provide: (i) initial disclosure at the time of issuance of any bonds; and (ii) annual disclosure as required under Rule 15c2-12 of the Securities Exchange Commission until the special tax obligation of the property owned by such owner drops below 10%.

V. EQUITY OF SPECIAL TAX FORMULAS AND MAXIMUM SPECIAL TAXES

Minimum Special Tax Levels. Special tax formulas shall provide for minimum special tax levels which satisfy the following payment obligations of a CFD: (a) 110 percent gross debt service coverage for all CFD bonded indebtedness, (b) the administrative expenses of the CFD, and (c) amounts equal to the differences between expected earnings on any escrow fund and the interest payments due on related bonds of the CFD.

In addition, the special tax formula may provide for the following to be included in the special tax levels: (a) any amounts required to establish or replenish any reserve fund established in association with the indebtedness of the CFD, (b) the accumulation of funds reasonably required for future debt service, (c) amounts equal to projected delinquencies of special tax payments, (d) the costs of remarketing, credit enhancement and liquidity facility fees, (e) the cost of acquisition, construction, furnishing or equipping of

authorized Facilities, (f) lease payments for existing or future facilities, (g) costs associated with the release of funds from an escrow account, (h) the costs of Services, and (i) any other costs or payments permitted by law.

Equity of Special Tax Allocation Formula. The special tax formula shall be reasonable in allocating the CFD's payment obligations to parcels within the CFD. Exemptions from the special tax may be given to parcels which are publicly owned, are held by a property owners' association, are used for a public purpose such as open space or wetlands, are affected by public utility easements making impractical their utilization for other than the purposes set forth in the easements, or have insufficient value to support bonded indebtedness.

Aggregate Tax Burden. The total projected non-residential property tax levels for any CFD (including ad valorem taxes, any maintenance, landscaping or other impositions on the land in the CFD and other similar annual government charges levied on parcels in the CFD, but excluding property owners' association annual levies and as to any special tax levies, based on the expected special tax rates and not any "back-up" special taxes) must be reasonable, and will be considered by the City Council on a case-by-case basis.

The total projected residential property tax levels (including ad valorem taxes, any maintenance, landscaping or other impositions on the land in the CFD and other similar annual government charges levied on parcels in the CFD, but excluding homeowners' association annual levies and as to any special tax levies, based on the expected special tax rates and not any "back-up" special taxes) for any CFD (or, if a CFD has multiple improvement areas, for each improvement area and not the entire CFD) shall not exceed the lesser of (i) 2.0% of the estimated initial sales prices (from the builder to the first homeowner) of the respective homes to be constructed in the CFD (with such prices to be determined by reference to an absorption study or appraisal prepared for the CFD or such other information as the City shall determine), or (ii) any maximum specified in the Act. The annual increase, if any, in the maximum special tax for any parcel shall not exceed any maximum specified in the Act. The increase in the special tax levied on any residential parcel as a consequence of delinquency or default by the owner of any other parcel shall not exceed any maximum specified in the Act.

Levy on Entire Parcels. Special taxes will only be levied on an entire county assessor's parcel, and any allocation of special tax liability of a county assessor's parcel to leasehold or possessory interest in the fee ownership of such county assessor's parcel shall be the responsibility of the fee owner of such parcel and the City shall have no responsibility therefore and has no interest therein. Failure of the owner of any county assessor's parcel to pay or cause to be paid any special taxes in full when due, shall subject the entire parcel to foreclosure in accordance with the Act.

Feasibility Analysis. The City may retain a special tax consultant to prepare a report which: (a) recommends a special tax for the proposed CFD, and (b) evaluates the special tax proposed to determine its ability to adequately fund identified public facilities, City administrative costs, services (if applicable) and other related expenditures. Such analysis shall also address the resulting aggregate tax burden of all proposed special taxes plus existing special taxes, ad valorem taxes and assessments on the properties within the CFD.

VI. APPRAISALS

The definitions, standards and assumptions to be used for appraisals shall be determined by City staff on a case-by-case basis, with input from City consultants and CFD applicants, and by reference to relevant materials and information promulgated by the State of California (including, but not limited to, the California Debt Investment and Advisory Commission). The appraiser shall be selected by or otherwise acceptable to the City, and the appraisal shall be coordinated by and under the direction of, or otherwise as acceptable to, the City.

The appraisal must be dated within three months of the date the bonds are priced, unless the City Council determines a longer time is appropriate.

All costs associated with the preparation of the appraisal report shall be paid by the entity requesting the establishment of the CFD, if applicable, through the advance deposit mechanism described below.

VII. CITY PROCEEDINGS.

Petition. For new development projects, a petition meeting the requirements of the applicable authorizing law will be required. The applicant is urged to obtain unanimous waivers of the election waiting period. In applying to the City for formation of a CFD, the applicant must specify any reasonably expected impediments to obtaining petitions, including from co-owners and/or lenders of record (where required). Waiver of the petition shall be made only upon showing of extraordinary hardship. For existing development, petitions are preferred, but may be waived, depending on the nature of the project and degree of public importance.

Deposits and Reimbursements. All City staff and consultant costs incurred in the evaluation of CFD applications and the establishment of the CFD will be paid by the entity, if any, requesting the establishment of the CFD by advance deposit increments. The City shall not incur any expenses for processing and administering a CFD that are not paid by the applicant or from CFD bond proceeds. In general, expenses not chargeable to the CFD shall be directly borne by the proponents of the CFD.

Any petition for formation of a CFD shall be accompanied by an initial deposit in the amount determined by the City to fund initial staff and consultant costs associated with CFD review and implementation. If additional funds are needed to off-set costs and expenses incurred by the City, the City shall make written demand upon the applicant for such funds. If the applicant fails to make any deposit of additional funds for the proceedings, the City may suspend all proceedings until receipt of such additional deposit.

The City shall not accrue or pay any interest on any portion of the deposit refunded to any applicant or the costs and expenses reimbursed to an applicant. Neither the City nor the CFD shall be required to reimburse any applicant or property owner from any funds other than the proceeds of bonds issued by the CFD or special taxes levied in the CFD.

Representatives. The City and the applicant shall each designate a representative for each financing district proceeding. The representatives shall be responsible for coordinating the activities of their respective interests and shall be the spokespersons for each such interest. The purpose of this requirement is to avoid duplication of effort and misunderstandings from failure to communicate effectively. In the case of the City, it allows the City's consultants to report to a single official who will, in turn, communicate with other staff members.

Time Schedule. The final schedule of events for any proceeding shall be determined by the City, in consultation with its financing team and the applicant. Any changes will require approval by the appropriate City official. Time schedules will (unless specific exceptions are allowed) observe established City Council meeting schedules and agenda deadlines. To the extent possible, financings will be scheduled to allow debt service to be placed on the tax rolls with a minimum of capitalized interest.

VIII. FINANCING TERMS

All terms and conditions of any CFD bonds shall be established by the City. The City will control, manage and invest all CFD issued bond proceeds. Each bond issue shall be structured to adequately protect bond owners and to not negatively impact the bonding capacity or credit rating of the City through the special taxes, credit enhancements, foreclosure covenant, and reserve funds.

All statements and material related to the sale of bonds shall emphasize and state that neither the faith, credit nor the taxing power of the City is pledged to security or repayment of the Bonds. The sole source of pledged revenues to repay CFD bonds are special taxes, bond proceeds and reserve funds held under the bond document, and the proceeds of foreclosure proceedings and additional security instruments provided at the time of bond issuance.

The City shall select all consultants necessary for the formation of the CFD and the issuance of bonds, including the underwriter(s), bond counsel, disclosure counsel, financial advisors, appraiser, market absorption/pricing consultant and the special tax consultant. Prior consent of the applicant shall not be required in the determination by the City of the consulting and financing team.

IX. EXCEPTIONS TO THESE POLICIES

The City may find in limited and exceptional instances that a waiver to any of the above stated policies is reasonable given identified special benefits to be derived from such waiver. Such waivers only will be granted by action of the City Council.

Honorable Mayor and Members
of the Newman City Council

**ADOPT RESOLUTION NO. 2014- , REJECTING BID FOR THE SKATE PLAZA PROJECT AND
AUTHORIZE STAFF TO RESTRUCTURE AND RE-BID SAID PROJECT**

RECOMMENDATION:

It is recommended that the Newman City Council adopt Resolution No. 2015- , Rejecting Bid For The Skate Plaza Project And Authorize Staff To Restructure And Re-Bid Said Project.

BACKGROUND:

The City has been actively pursuing grant funding for the development of a Skate Plaza since 2012. Since the project has been approved by the City Council to be located at the former Plunge Site (within Lions Park), seven grants have been successfully awarded (in addition to local fundraising efforts).

ANALYSIS:

Project bids were distributed to local Builder's Exchanges and advertised on April 30th, May 7th and 14th. Project bid opening was held on Monday May 18th at 2:00pm. One bid was submitted for the project with a base bid amount of \$369,924.72. The Engineer's Estimate for the project base bid is \$275,117.27.

Given that only one bid was submitted and a reduction of scope would be considered a different project, City legal counsel has recommended that the City reject the received bid and re-bid the project. Restructuring the project's scope of work and re-bidding the project may yield lower bid submittal amounts.

FISCAL IMPACT:

Project costs are budgeted in Fund 17

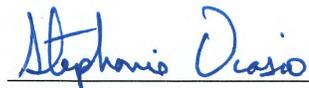
CONCLUSION:

The City of Newman advertised and received bids for the Skate Plaza Project. Given that only one bid was submitted and that a reduction in scope is considered a "different" project, staff recommends that the City Council adopt Resolution No. 2015- , Rejecting Bid For The Skate Plaza Project And Authorize Staff To Restructure And Re-Bid Said Project.

ATTACHMENTS:

1. Resolution No. 2015-

Respectfully Submitted,



Stephanie Ocasio
City Planner

REVIEWED/CONCUR:



Michael E. Holland
City Manager

RESOLUTION NO. 2015-

**REJECTING BID FOR THE SKATE PLAZA PROJECT AND AUTHORIZE STAFF
TO RESTRUCTURE AND RE-BID SAID PROJECT**

WHEREAS, the City of Newman has been actively pursuing grant funding for the development of a Skate Plaza since 2012; and

WHEREAS, project bids for said project were distributed to local Builder's Exchanges, advertised on April 30th, May 7th and 14th and the project's bid opening was held on May 18, 2015 at 2:00pm; and

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

Company Name	Base Bid
Barham Inc. dba BC Construction	\$369,924.72

; and

WHEREAS, only one bid was received which exceeded the Engineer's Estimate of \$275,117.27; and

WHEREAS, reducing the project scope of work would create a different project; and

WHEREAS, it has been recommend by the City Attorney that the City reject the bid and re-bid a restructured project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman hereby rejects the submitted bid and authorizes City Staff to restructure and re-bid the Skate Plaza project.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 26th day of May, 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 roll call vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

City Clerk

Honorable Mayor and Members
of the Newman City Council

ADOPT RESOLUTION 2015 – AWARDING THE HWY33 AND INYO AVENUE INTERSECTION IMPROVEMENTS PROJECT – HAZARDOUS WASTE SITE ASSESSMENT TO WRECO, 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 – Hazardous Waste Site Assessment to WRECO, and authorize the City Manager to execute said agreement and associated documents.

BACKGROUND:

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 Aid Project No. STPL-5172-024). The Hwy 33 and Inyo Avenue Intersection Improvements Project (Project) will widen the intersection to improve truck turning movements and install underground conduits for future intersection control and coordination systems associated with eventual traffic signal installation. The agreement for said project is to conduct Hazardous Waste Site Assessment that will meet all requirements for processing the project through Caltrans Local Assistance Program, District 10.

ANALYSIS:

A RFQ (Request For Qualifications) was advertised for approximately three weeks and a single proposal was opened on March 10, 2015 at 2:00pm. City staff has reviewed the proposal and found it to be in proper order. The Evaluation Committee has evaluated the proposal 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.

Since the City received one statement of qualifications from WRECO, all non-responding consultants were called to inquire the reason(s) their firm did not submit a Statement of Qualifications and a call log was compiled to evaluate the responses to comply with Cost-Effectiveness/Public Interest Finding Requirements for Federal Fund. After Caltrans approved said requirements (Caltrans Local Assistance Procedure Manual Exhibit 12-F), the qualified firm for the project has been determined to be WRECO with a bid amount of \$13,235.00. Funding is being furnished under the Federal Surface Transportation Program.

Bid: WRECO – Qualified firm for the project

FISCAL IMPACT:

WRECO Bid: \$13,235.00 Fund: Federal Surface Transportation Program (STPL-5172-024)

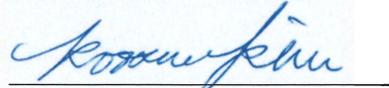
CONCLUSION:

It is recommended that the Newman City Council adopt Resolution No. 2015- , Awarding the Hwy33 and Inyo Avenue Intersection Improvements Project – Hazardous Waste Site Assessment to WRECO, and authorize the City Manager to execute said agreement and associated documents.

ATTACHMENTS:

1. Resolution No. 2015-
2. Abstract of Bids
3. WRECO 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 –
HAZARDOUS WASTE SITE ASSESSMENT TO WRECO, 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 one bid from WRECO; 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, since the City received one statement of qualifications from WRECO, all non-responding consultants were called to inquire the reason(s) their firm did not submit a Statement of Qualifications and a call log was compiled to evaluate the responses to comply with Cost-Effectiveness/Public Interest Finding Requirements for Federal Fund; and

WHEREAS, after Caltrans approved said requirements (Caltrans Local Assistance Procedure Manual Exhibit 12-F), the qualified firm for the project has been determined to be WRECO with a bid amount of \$13,235.00; 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 WRECO; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman hereby approves the agreement with WRECO in the amount of \$13,235.00, 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 26th day of May, 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

**ABSTRACT OF BIDS FOR
CITY OF NEWMAN**

Hwy33 and Inyo Avenue Intersection Improvements Project - Hazardous Waste Assessment

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

<p>WRECO</p> <p>1242 Alpine Road, Suite 108</p> <p>Walnut Creek, CA 94596</p>
<p>\$13,235.00</p>



AGREEMENT FOR PROFESSIONAL SERVICES STPL-5172 (024)

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:

WRECO

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be Grant Wilcox

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 10, 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

- Review available data, including previous studies, Caltrans Inspection Reports, Resource Conservation and Recovery Act (RCRA) facility inspections and plans, site investigation reports, groundwater monitoring reports, and federal and State record reviews within 1 mile of the Project site provided by LOCAL AGENCY and other sources.
- Conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site.
- Perform an Initial Site Assessment (ISA) and summarize the results in a summary report.
- Incorporate the comments received from LOCAL AGENCY on the draft summary report and prepare the final summary report 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 June 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 September 30, 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 \$13,235.00. 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 \$13,235.00 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 subconsultants 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 may 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:

WRECO
Grant Wilcox, Project Manager
1243 Alpine Road, Suite 108
Walnut Creek, CA 94596

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:

CONSULTANT:

MICHAEL E. HOLLAND, CITY MANAGER

BY: _____

TITLE: _____

ATTEST:

PRINT NAME: _____

MIKE MAIER, CITY CLERK

ADDRESS: _____

APPROVED AS TO FORM:

BUSINESS LICENSE #: _____

PHAEDRA A. NORTON, CITY ATTORNEY

TELEPHONE #: _____

Honorable Mayor and Members
of the Newman City Council

**AWARD THE HWY33 AND INYO AVENUE INTERSECTION IMPROVEMENTS PROJECT –
TRAFFIC STUDY TO KD ANDERSON AND ASSOCIATES, INC., 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 – Traffic Study to KD Anderson and Associates, Inc., and authorize the City Manager to execute said agreement and associated documents.

BACKGROUND:

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 Aid Project No. STPL-5172-024). The Hwy 33 and Inyo Avenue Intersection Improvements Project (Project) will widen the intersection to improve truck turning movements and install underground conduits for future intersection control and coordination systems associated with eventual traffic signal installation. The agreement for said project is to conduct Traffic Study that will meet all requirements for processing the project through Caltrans Local Assistance Program, District 10.

ANALYSIS:

A RFQ (Request For Qualifications) was advertised for approximately three weeks and received proposals were opened on March 10, 2015 at 2:00pm. Two qualifying proposals were submitted for the project contract. City staff has reviewed the proposal and found it to be in proper order. The Evaluation Committee has evaluated the 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.

Since the City only received two statements of qualifications, all non-responding consultants were called to inquire the reason(s) their firm did not submit a Statement of Qualifications and a call log was compiled to evaluate the responses to comply with Cost-Effectiveness/Public Interest Finding Requirements for Federal Fund. After Caltrans approved said requirements (Caltrans Local Assistance Procedure Manual Exhibit 12-F), the qualified firm for the project has been determined to be KD Anderson and Associates, Inc. with a bid amount of \$15,914.00. Funding is being furnished under the Federal Surface Transportation Program.

Bids:

- KD Anderson and Associates, Inc. – Qualified firm for the project
- TJKM Transportation Consultants

FISCAL IMPACT:

KD Anderson Bid: \$15,914.00

Fund: Federal Surface Transportation Program (STPL-5172-024)

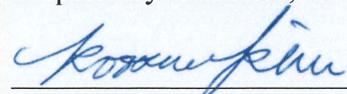
CONCLUSION:

It is recommended that the Newman City Council adopt Resolution No. 2015- , Awarding the Hwy33 and Inyo Avenue Intersection Improvements Project – Traffic Study to KD Anderson and Associates, Inc., and authorize the City Manager to execute said agreement and associated documents.

ATTACHMENTS:

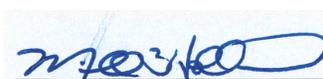
1. Resolution No. 2015-
2. Abstract of Bids
3. KD Anderson and Associates, Inc. Professional Service Agreement

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 –
TRAFFIC STUDY TO KD ANDERSON AND ASSOCIATES, INC., 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:

- KD Anderson and Associates, Inc.
 - TJKM Transportation Consultants
- ; 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, since the City received two statements of qualifications, all non-responding consultants were called to inquire the reason(s) their firm did not submit a Statement of Qualifications and a call log was compiled to evaluate the responses to comply with Cost-Effectiveness/Public Interest Finding Requirements for Federal Fund; and

WHEREAS, after Caltrans approved said requirements (Caltrans Local Assistance Procedure Manual Exhibit 12-F), the qualified firm for the project has been determined to be KD Anderson and Associates, Inc. with a bid amount of \$15,914.00; 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 KD Anderson and Associates, Inc.; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman hereby approves the agreement with KD Anderson and Associates, Inc. in the amount of \$15,914.00, 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 26th day of May, 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

**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

KD Anderson and Associates, Inc. 3853 Taylor Road, Suite G, Loomis, CA 95650	TJKM 4305 Hacienda Drive, Suite 550, Pleasanton, CA 94588
\$15,914.00	\$16,940.00



AGREEMENT FOR PROFESSIONAL SERVICES STPL-5172 (024)

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:

KD Anderson and Associates, Inc.

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be Kenneth D. Anderson

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 9, 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

- Assemble Recent Traffic Counts and Other Data – Vehicular and pedestrian traffic count data collected at the Hwy 33 / Inyo Avenue intersection over the past two or three years will be assembled to identify available peak hour and daily / 12 hr traffic volume data in order to provide perspective regard to recent growth and or seasonal variation. Caltrans data will be employed to describe conditions on Hwy 33
- Visit the site to collect the physical data needed for this analysis. New 12 hour turning movement and pedestrian count data will be collected at the Hwy 33 / Inyo Avenue intersection to provide a basis for the investigation. A new 24 hour classifying count will be completed on each Inyo Avenue leg to identify truck usage on that facility.
-
- Current operating conditions will be identified based on Level of Service analysis derived from 2010 HCM methodology
- Identify Current Status of Traffic Signal Warrants: Use the updated data to evaluate traffic signal warrants 1-3 and warrant 8:
 - Warrant 1 – Eight-Hour Vehicular Volume
 - Warrant 2 – Four-Hour Vehicular Volume
 - Warrant 3 – Peak Hour
 - Warrant 8 – Roadway Network
- Evaluate warrants 4 and 5 to identify current pedestrian and bicycle volumes from the new traffic counts
 - Warrant 4 – Pedestrian Volume
 - Warrant 5 – School Crossing
- Warrant 7 will be addressed to review the collision records provided by the City or Caltrans to identify collision frequency and to identify the share of reported accidents that might be corrected by a signal.
 - Warrant 7 – Crash Experience

- Obtain Truck / Bus volume information from the new traffic count, and this data will be used to address the need for a traffic signal based on the intersection's proximity to a railroad crossing.
 - Warrant 9 – Railroad Crossing
- Work with City staff to identify approved / pending projects that are likely to be occupied within the next 10 years. The trip generation and distribution characteristics of these projects will be identified from their traffic studies of General Plan EIR assumptions. Review historic traffic count data for Hwy 33 outside of Newman to identify recent traffic volume growth trends.
- Consult with District 10 staff to identify an applicable growth rate to be applied in this area over the next 10 years. This information will be combined with specific knowledge of local projects to create ten year projections.
- The evaluation completed above will be repeated for the short term future condition.
- Identify long term (20) traffic volume forecasts / evaluate long term conditions: Review applicable information regarding long term traffic conditions in Newman including the General Plan Update EIR and traffic model, Hwy 33 TCR, MCOG and StanCOG models. Some of these sources are based on community build out, others are predicated on growth derived from overall county DPF land use forecasts. Summarize these results and discuss future growth with District 10 staff to gain their perspective and to identify acceptable assumptions for both mainline Hwy 33 traffic and local traffic on Inyo Avenue.
- Identify / Evaluate 20 year AM / PM Peak Hour Turning Movements: Use the results of the above task to create long term intersection volumes. Work with City and Caltrans staff to identify those long term improvements at this location that are reasonably certain based on their presence in adopted fee program, required of assumed fronting development, included on regional planning documents etc. Resulting Levels of service will be calculated to confirm that the work conducted under the planned project is a reasonable subset of the overall intersection improvements that will eventually be needed and that no changes to the proposed project are needed to ensure adequate future conditions. Traffic signal warrants are not proposed for evaluation as a traffic signal is anticipated in the General Plan.

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 June 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 September 30, 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 \$15,914.00. 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 \$15,914.00 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 its 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 subconsultants 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:

KD Anderson and Associates, Inc.
Kenneth D. Anderson, Project Manager
3853 Taylor Road, Suite G
Loomis, CA 95650

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.

ARTICLE XXXIII SIGNATURES

CITY OF NEWMAN:

CONSULTANT:

MICHAEL E. HOLLAND, CITY MANAGER

BY: _____

TITLE: _____

ATTEST:

PRINT NAME: _____

MIKE MAIER, CITY CLERK

ADDRESS: _____

APPROVED AS TO FORM:

BUSINESS LICENSE #: _____

TELEPHONE #: _____

PHAEDRA A. NORTON, CITY ATTORNEY

REPORT ON THE LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT FOR 2015/2016

RECOMMENDATION:

It is recommended that the City Council:

1. Adopt Resolution No. 2015- , approving the Annual Report for the Lighting and Landscape Maintenance District for Fiscal Year 2015/16.
2. Adopt Resolution No. 2015- , declaring its intention to levy and collect 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, block walls, plant materials, pathways, irrigation systems, lighting systems, and graffiti removal within the public right-of-way.

ANALYSIS:

In 2010 the Lighting and Landscape Maintenance District rates were increased through a Proposition 218 process. The District also approved an annual cost of living inflator. The inflator is based on the Consumer Price Index (CPI) for all Urban Consumers and is 2.53% for Fiscal Year 2015/16. It is staff's recommendation that the rates be increased by the CPI for Fiscal Year 2015/2016.

As required by the Landscape and Lighting Act of 1972 there are two resolutions before Council; 1) Adoption of a resolution approving the Annual Report for the Lighting and Landscape Maintenance District for Fiscal Year 2015/16, and 2) Adoption of a resolution declaring its intention to levy and collect assessments for the Lighting and Landscape Maintenance District for Fiscal Year 2015/16, and declaring the intention of the Council to conduct a Public Hearing concerning the levy of assessments to be held on Tuesday June 23, 2015 at 7:00 pm or as soon thereafter as is feasible.

The Annual Report for Fiscal Year 2015/16 is included herewith for your review.

FISCAL IMPACT:

None.

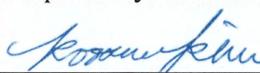
CONCLUSION:

On April 14, 2015 City Council authorized the first step in this process, initiating proceedings for the levy and collection of assessments for the Lighting and Landscape Maintenance District for Fiscal Year 2015/16 and ordering the preparation of the Annual Report. Therefore, staff recommends that the City Council Adopt Resolutions approving the Annual Report for the Lighting and Landscape Maintenance District for Fiscal Year 2015/16 and declaring its intention to levy and collect assessments for the Lighting and Landscape Maintenance District for Fiscal Year 2015/16 and declaring the intention of the Council to conduct a Public Hearing concerning the levy of assessments.

ATTACHMENTS:

1. 2015/16 Lighting and Landscape Maintenance District Annual Report
2. Resolution No. 2015- , approving the Annual Report for the Lighting and Landscape Maintenance District
3. Resolution No. 2015- , declaring its intention to levy and collect 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



City of Newman

Lighting and Landscape Maintenance District

Fiscal Year 2015/16 Engineer's Report

May 2015

Main Office

32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800.676.7516 Fax: 951.296.1998

Regional Office

870 Market Street, Suite 1223
San Francisco, CA 94102
Toll free: 800.434.8349 Fax: 415.391.8439

**CITY OF NEWMAN
LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT
1162 Main Street
P.O. BOX 787
Newman, CA 95360
Tel: (209) 862-3725
Fax: (209) 862-3199**

CITY COUNCIL

Ed Katen, Mayor

Nicholas Candeia, Council Member

Roberta Davis, Council Member

Robert Martina, Council Member

Casey Graham, Council Member

Michael Thompson, Treasurer

CITY STAFF

Michael E. Holland, City Manager

Koosun Kim, Public Works Director

Lewis Humphries, Finance Director

NBS

Dave Ketcham, Client Services Director

Adina McCargo, Senior Consultant

Reena Arvizu, Financial Analyst

TABLE OF CONTENTS

1. INTRODUCTION	1-1
2. PLANS AND SPECIFICATIONS	2-1
2.1. Description of the Boundaries of the District	2-1
2.2. Description of Improvements and Services	2-1
3. ESTIMATE OF COSTS	3-1
3.1. District Budget.....	3-2
3.2. Reserve.....	3-3
4. METHOD OF ASSESSMENT	4-1
4.1. General	4-1
4.2. Special Benefit	4-2
4.3. General Benefit	4-2
4.4. Benefit Zones	4-3
4.5. Method of Assessment Spread	4-3
4.6. Cost of Living Inflator	4-3
5. ASSESSMENT DIAGRAM	5-1
6. ASSESSMENT ROLL	6-1

1. INTRODUCTION

WHEREAS, on October 27, 1987 by Resolution No. 87-83, the City Council of the City of Newman (the "City"), State of California, under the Landscaping and Lighting Act of 1972 (the "1972 Act") established the City of Newman Lighting and Landscape Maintenance District (the "District"); and

WHEREAS, in 2010 the City Council, under the 1972 Act, Article XIID of the Constitution of the State of California (the "Article XIID") and the Proposition 218 Omnibus Implementation Act (the "Proposition 218"), (the 1972 Act, Article XIID and Proposition 218 are collectively referred to as the "Assessment Law"), approved the commencement of Proposition 218 proceedings for the District so that property owners could consider an increase in assessments for the maintenance of improvements which provide special benefit to them; and

WHEREAS, on August 10, 2010 by Resolution No. 2010-62, the City Council, found that under said Assessment Law, no majority protest to the levy of assessments existed and the proposed assessments would go into effect for the District; and

WHEREAS, on April 14, 2015, the City Council, under said Assessment Law, adopted its Resolution Initiating Proceedings for the Annual Levy of Assessments and Ordering the Preparation of an Engineer's Report for the District; and

WHEREAS, the Resolution Initiating Proceedings directed NBS to prepare and file a report describing the general nature, location, and extent of the improvements to be maintained; an estimate of the costs of the maintenance, operations, and servicing of the improvements for the District for the referenced fiscal year; a diagram for the District, showing the area and properties to be assessed; and an assessment of the estimated costs of the administration, maintenance, operations, and servicing the improvements, assessing the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefit received.

NOW THEREFORE, the assessments as detailed in this Engineer's Report and as summarized in the table below are made to cover the portion of the estimated costs of maintenance, operation and servicing of the improvements to be paid by the assessable real property within the District in proportion to the special benefit received. The following table summarizes the proposed assessments for Fiscal Year 2015/16:

Benefit Zone	Benefit Units (BU's)	Maximum Rate Per BU	Proposed Budget ⁽¹⁾	Proposed Rate Per BU
1 (Corgiat Estates)	51.0	\$107.09	\$5,461.59	\$107.09
2 (Creek Canyon)	194.0	65.97	12,798.18	65.97
3 (North Manor Unit No. 4)	23.0	65.00	1,495.00	65.00
4 (Oakwood Vista)	132.0	99.70	13,160.40	99.70
5 (Lucas Ranch I)	262.0	131.35	34,413.70	131.35
6 (Stonegate)	54.0	27.76	1,499.04	27.76
7 (Stonehedge Estates)	53.0	90.71	4,807.63	90.71
8 (Oakwood Terrace)	198.0	32.40	6,415.20	32.40
9 (Silva Ranch Estates)	55.0	121.69	6,692.95	121.69
10 (Lucas Ranch II & III)	118.0	170.00	20,060.00	170.00
11 (Stephens Ranch)	230.0	144.64	33,267.20	144.64
12 (Walnut Creek Estates)	68.0	261.50	17,782.00	261.50
13 (Hearthstone Ranch)	368.0	130.33	47,961.44	130.33
14 (Sherman Ranch)	385.5	252.55	97,358.03	252.55
15 (Monte Vista Estates)	41.0	172.17	7,058.97	172.17
Total	2,232.5		\$310,231.33	

(1) Any variance between the Proposed Budget and the actual amount levied is due to rounding to even pennies on individual parcels.

2. PLANS AND SPECIFICATIONS

The City Council of the City of Newman adopted Ordinance No. 85-13 on December 10, 1985, which requires as a condition of approval of any tentative sub-division map or parcel map the formation of an assessment district to provide a source of funds for the maintenance of streetlights and landscape improvements that provide a special benefit to parcels. The City of Newman Lighting and Maintenance District (the "District") was established in 1987 and new sub-divisions have been annexed to the District as development occurred.

The District provides for the continued administration, maintenance, operations, and servicing of various improvements located within the public right-of-way, dedicated easements and publicly owned parcels in each of the fifteen (15) Benefit Zones within the District. The improvements are described in the budget for each Benefit Zone. The engineering drawings for the improvements are on file in the office of the Director of Public Works and are incorporated herein by reference. The specifications for maintenance work to be performed under contract are contained in City contracts on file with the City Clerk and Director of Public Works and may be viewed during normal business hours.

2.1. Description of the Boundaries of the District

The District is located within the City of Newman. An Assessment Diagram has been prepared which shows each of the fifteen (15) Benefit Zones and the parcels to be assessed. A copy of the Assessment Diagram is included herein by reference and is on file in the office of the City Clerk. The lines and dimensions of each parcel or lot within the District are those lines and dimensions shown on the maps of the Assessor of the County of Stanislaus for the year in which this report was prepared, and are incorporated herein by reference and made part of this report.

2.2. Description of Improvements and Services

The improvements that may be maintained and serviced are generally described as follows:

- a. Street lighting and safety lighting consisting of poles, fixtures, bulbs, conduits and equipment including guys, anchors, posts, and pedestals, metering devices, and appurtenant facilities required to provide lighting in public rights-of-way and public easements within each Benefit Zone.
- b. Landscaping includes plantings, shrubbery, turf, irrigation systems, entry monuments, hardscapes including curbs, gutters and sidewalks, walls and fencing, and appurtenant structures, including ornamental structures in public rights-of-way and on City owned parcels including parks, recreational facilities and other publically owned parcels within each Benefit Zone.

Maintenance as used herein means the furnishing of services and materials for the ordinary and usual operation and servicing of improvements and appurtenant facilities, including the repair, removal or replacement of the facilities. Maintenance is further defined to include trash removal, debris removal, graffiti removal, insect abatement, weed abatement, removal, or mitigation of health and safety hazards related to the facilities, cultivation, trimming, spraying, fertilizing, and treating for disease.

Services include personnel, materials, contracting services, utilities, capital projects and all necessary costs associated with the maintenance, replacement and repair required to keep the improvements in operational and in a safe, healthy, vigorous and satisfactory condition.

3. ESTIMATE OF COSTS

The estimated costs of administration, maintenance, operations, and servicing the improvements as described in the Plans and Specifications are summarized on the following pages by Benefit Zone.

3.1. District Budget

The following table shows the proposed FY 2015/16 budget by Benefit Zone.

**City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Budget by Zone with Max Rates**

Benefit Zone	Proposed Rates and Budget for FY 2015/16							Maximum Rates and Budget for FY 2015/16 (1)	
	Lighting Maintenance	Landscaping Maintenance (2)	Administration	Reserve Fund Contribution	Proposed Budget	Benefit Units (BUs)	Proposed Rate Per BU	Maximum Budget	Maximum Rate Per BU
Zone 1 (Corgiat Estates)	\$2,311.19	\$2,213.13	\$312.96	\$624.30	\$5,461.59	51.0	\$107.09	\$5,461.59	\$107.09
Zone 2 (Creek Canyon)	5,654.45	4,194.23	1,486.56	1,462.94	12,798.18	194.0	65.97	12,798.18	65.97
Zone 3 (North Manor Unit No. 4)	1,147.02	0.00	177.09	170.89	1,495.00	23.0	65.00	1,495.00	65.00
Zone 4 (Oakwood Vista)	4,777.67	5,901.69	976.70	1,504.34	13,160.40	132.0	99.70	13,160.40	99.70
Zone 5 (Lucas Ranch I)	10,550.10	19,632.15	297.68	3,933.77	34,413.70	262.0	131.35	34,413.70	131.35
Zone 6 (Stonegate)	983.16	0.00	344.52	171.35	1,499.04	54.0	27.76	1,499.04	27.76
Zone 7 (Stonehedge Estates)	1,930.53	1,847.12	480.43	549.55	4,807.63	53.0	90.71	4,807.63	90.71
Zone 8 (Oakwood Terrace)	4,498.85	0.00	1,183.04	733.31	6,415.20	198.0	32.40	6,415.20	32.40
Zone 9 (Silva Ranch Estates)	3,073.01	2,347.12	507.76	765.06	6,692.95	55.0	121.69	6,692.95	121.69
Zone 10 (Lucas Ranch II & III)	4,076.34	12,917.04	773.59	2,293.02	20,060.00	118.0	170.00	20,060.00	170.00
Zone 11 (Stephens Ranch)	7,352.04	21,631.34	481.10	3,802.72	33,267.20	230.0	144.64	33,267.20	144.64
Zone 12 (Walnut Creek Estates)	2,503.79	13,016.09	229.49	2,032.63	17,782.00	68.0	261.50	17,782.00	261.50
Zone 13 (Hearthstone Ranch)	13,487.48	26,151.76	2,839.80	5,482.39	47,961.44	368.0	130.33	47,961.44	130.33
Zone 14 (Sherman Ranch)	13,289.34	69,010.79	3,929.07	11,128.83	97,358.03	385.5	252.55	97,358.03	252.55
Zone 15 (Monte Vista Estates)	2,130.19	3,468.66	653.22	806.90	7,058.97	41.0	172.17	7,058.97	172.17
Totals	\$77,765.17	\$182,331.13	\$14,673.03	\$35,462.00	\$310,231.33	2,232.5	--	\$310,231.33	--

(1) Maximum budgets and rates increased from FY 2014/15 based upon CPI increase of 2.53%.

(2) Includes maintenance and replacement of Storm Pump Stations, curbs, gutters, sidewalks, and Drainage District costs.

3.2. Reserve Fund

The City may establish and collect reserve funds for the District as described below based upon available funding.

Operating Reserve Collection: This item includes the amount to be collected to maintain reserves to enable the City to pay for the maintenance and servicing of the improvements prior to December 10 of the fiscal year, or whenever the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later. The fund may be allowed to accumulate in anticipation of any unforeseen expenses not included in the yearly maintenance costs.

FY 2015/16 Operating Reserve Projection

Operating Reserve Est. 6/30/15 Balance	Operating Reserve Collection/Reduction FY 2015/16	Operating Reserve Est. 6/30/16 Balance
\$126,928.50	\$35,462.00	\$162,390.50

Capital Projects Reserve Collection: This item includes new or replacement improvements to further enhance the level and quality of service provided within the boundaries of each Benefit Zone. Capital Projects reserves are generally included in the annual budget for each Benefit Zone.

4. METHOD OF ASSESSMENT

4.1. General

Pursuant to the 1972 Act and Article XIID, all parcels that receive a special benefit as a result of the maintenance and operation of improvements and services shall be identified, and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire costs of the maintenance and operation of improvements.

Section 22573 of the 1972 Act requires that maintenance assessments must be levied according to benefit rather than according to assessed value. This Section states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefit to be received by each such lot or parcel from the improvements."

The determination of whether or not a lot or parcel will benefit from the improvements shall be made pursuant to the Improvement Act of 1911 (Division 7 (commencing with Section 5000) [of the Streets and Highways Code, State of California]."

The 1972 Act also permits the designation of zones of benefit within any individual assessment district if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements" (Sec. 22574).

Section 4(a) of Article XIID limits the amount of any assessment to the proportional special benefit conferred on the property. Article XIID also provides that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the improvements. Exempted from the assessment would be the areas of public streets, public avenues, public lanes, public roads, public drives, public courts, public alleys, public easements and rights-of-ways, public greenbelts and public parkways.

The net amount to be assessed may be apportioned by any formula or method that fairly distributes the net amount among all assessable lots or parcels. Proposition 218, approved by the voters in November 1996, requires the City to separate general benefit from special benefit and only special benefit is assessed.

4.2. Special Benefit

The City has required as a condition of approval of any tentative sub-division map or parcel map that enhanced lighting and landscaping be provided within new developments. These enhanced levels of lighting and landscaping have proven to benefit parcels within each development by enhancing the desirability of property and creating a sense of community identity and pride. The costs associated with those improvements are assessed to all assessable parcels that receive the localized benefit. Localized improvements include the construction, operation, servicing, and maintenance of landscaping, street lighting, and park improvements that only benefit the assessable parcels located within each Benefit Zone. The special benefits received by parcels include:

1. **Localized Street Lighting** – Developable parcels that have street lighting within close proximity directly benefit from street lighting and are assessed for the costs of the street lighting. Benefits include:
 - a. Mitigates crime (especially vandalism)
 - b. Reduces traffic accidents and enhances pedestrian safety
 - c. Contributes to a visually pleasing nighttime image, and
 - d. Promotes social interaction during the hours of darkness.

2. **Localized Landscaping** – Developable parcels that have localized landscaping such as neighborhood parks, entryway landscaping, streetscape landscaping, etc. adjacent to or near their parcels directly benefit from the landscaping improvements and are assessed for the costs of the localized landscaping. Benefits include:
 - a. Parks and landscaped areas help conserve land, energy, and resources, and
 - b. Proper maintenance of landscaping and parks makes communities more livable and enhances the desirability of property.

These improvements are for the benefit of the properties within each Benefit Zone and as such confer a special and direct benefit to parcels within each Benefit Zone by:

- Improving the livability, appearance, and desirability for properties within the boundaries of the Benefit Zone, and
- Ensuring that improvements do not reach a state of deterioration or disrepair so as to be materially detrimental to properties within the Benefit Zone

Only properties within each Benefit Zone receive a special benefit from the localized improvements and are assessed for the maintenance and servicing of the improvements within the Benefit Zone.

4.3. General Benefit

None of the improvements funded by the levy of assessments provide a special or direct benefit to parcels outside of the Benefit Zone in which the assessment is levied. Parcels within the City, not within one of the Benefit Zones included in the District, receive a minimal standard of City funded landscape maintenance and safety lighting. As a result, there is no general benefit to parcels not within one of the Benefit Zones. The District does not fund the maintenance or servicing of street lights or traffic signals on arterial streets that would serve persons or traffic that may travel through the Benefit Zones.

4.4. Benefit Zones

Benefit Zones 1 through 15 were established as a condition of tentative sub-division map or parcel map approval to accurately track and assess the costs associated with the localized street lighting, landscaping improvements such as neighborhood parks, entryway landscaping, streetscape landscaping, etc. for specific development sites. The costs of these improvements are only assessed to the parcels within the Benefit Zones that directly benefit from the improvements.

4.5. Method of Assessment Spread

Each of the parcels within a Benefit Zone is deemed to receive special benefit from the maintenance and operation of the improvements. Each parcel that has a special benefit conferred upon it as a result of the maintenance and operation of improvements is identified and the proportionate special benefit derived by each identified parcel is determined in relationship to the entire costs of the maintenance and operation of the improvements.

To assess special benefit appropriately, it is necessary to relate the different types of parcel land use to each other. The Benefit Unit (the "BU") method of apportionment uses the single family parcel as the basic unit of assessment since this is the primary land use within each Benefit Zone.

Each of the subdivided parcels within Benefit Zones 1 through 15 is deemed to receive special benefit from the improvements.

- In Benefit Zones 1 through 13, and 15, each parcel is assigned one (1) BU since they are all single family residential parcels and receive the same benefit from the improvements. The total annual cost for each Benefit Zone is divided by the total number of BUs within each Benefit Zone in order to determine the annual assessment rate for each unit.
- In Benefit Zone 14, the parcels are categorized as either low density or high density parcels. Each low density parcel is assigned one (1) BU and each high density parcel is assigned one-half (0.5) BU. The total annual cost per BU is calculated by dividing cost by the total number of BUs within the Benefit Zone. The assessment for each parcel is calculated by multiplying the number of BUs assigned to the parcel by the assessment rate per BU.

The latest County Assessor's Secured Roll shall be the basis for the property type determination and units/acreage assignments, unless better data is available to the City. In addition, if any parcel within the District is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, the property type and BU assignment shall be based on the correct parcel number and/or new parcel number(s) County use code and subsequent property information. If a single parcel has changed to multiple parcels, the BU assignment and assessment amount applied to each of the new parcels will be recalculated rather than spread the proportionate share of the original assessment.

4.6. Cost of Living Inflation

Each fiscal year beginning Fiscal Year 2011/12, the maximum allowable assessment amount may be increased by the percentage change in the year ending February preceding the start of the fiscal year of the Consumer Price Index for all Urban Consumers (CPI-U), for the San Francisco-Oakland-San Jose area. If for any reason the percentage change is negative, the maximum allowable assessment will not be decreased by reason of such negative percentage change and will remain at the amount as computed on the previous fiscal year regardless of any CPI adjustment.

The maximum assessments are being increased by 2.53% for Fiscal Year 2015/16. The annual assessment cannot exceed the actual costs to operate the District in any given year. If operating costs are such that the maximum assessment amount is not needed, the City will levy only what is needed for that fiscal year.

5. ASSESSMENT DIAGRAM

An Assessment Diagram for the District is on file in the Director of Public Works' office. The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the County Assessor of the County of Stanislaus, at the time this report was prepared, and are incorporated by reference herein and made part of this Engineer's Report.

6. ASSESSMENT ROLL

The assessment roll is a listing of the proposed assessment for Fiscal Year 2015/16 apportioned to each lot or parcel, as shown on the last equalized roll of the Assessor of the County of Stanislaus. The assessment roll for Fiscal Year 2015/16 is listed on the following pages.

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 01 - Corgiat Estates	026-045-001-000	1.0	\$107.08
Zone 01 - Corgiat Estates	026-045-002-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-003-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-004-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-005-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-006-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-007-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-008-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-009-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-010-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-011-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-012-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-013-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-014-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-015-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-016-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-017-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-018-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-019-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-020-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-021-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-022-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-023-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-024-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-025-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-026-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-027-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-028-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-029-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-030-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-031-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-032-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-033-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-034-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-037-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-038-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-039-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-040-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-041-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-042-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-043-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-044-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-045-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-046-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-047-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-048-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-049-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-050-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-051-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-052-000	1.0	107.08
Zone 01 - Corgiat Estates	026-045-053-000	1.0	107.08
Zone 01 - Corgiat Estates Total		51.0	\$5,461.08

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 02 - Creek Canyon	026-046-002-000	1.0	\$65.96
Zone 02 - Creek Canyon	026-046-003-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-004-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-005-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-006-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-007-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-008-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-009-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-010-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-011-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-012-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-013-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-014-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-015-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-016-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-017-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-018-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-019-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-020-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-021-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-022-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-023-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-024-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-025-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-026-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-027-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-028-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-029-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-030-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-031-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-032-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-033-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-034-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-035-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-036-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-037-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-038-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-039-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-040-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-041-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-042-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-043-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-044-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-045-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-046-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-047-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-048-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-049-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-050-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-051-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-052-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-053-000	1.0	65.96

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 02 - Creek Canyon	026-046-054-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-055-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-056-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-057-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-058-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-059-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-060-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-061-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-062-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-063-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-064-000	1.0	65.96
Zone 02 - Creek Canyon	026-046-065-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-003-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-004-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-005-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-006-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-007-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-008-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-009-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-010-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-011-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-012-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-013-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-014-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-015-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-016-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-017-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-018-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-019-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-020-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-021-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-022-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-023-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-024-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-025-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-026-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-027-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-028-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-029-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-030-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-031-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-032-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-033-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-034-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-035-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-036-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-037-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-038-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-039-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-040-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-041-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-042-000	1.0	65.96

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 02 - Creek Canyon	026-047-043-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-044-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-045-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-046-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-047-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-048-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-049-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-050-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-051-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-052-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-053-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-054-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-055-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-056-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-057-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-058-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-059-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-060-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-061-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-062-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-063-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-064-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-065-000	0.0	0.00
Zone 02 - Creek Canyon	026-047-066-000	0.0	0.00
Zone 02 - Creek Canyon	026-047-067-000	0.0	0.00
Zone 02 - Creek Canyon	026-047-068-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-069-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-070-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-071-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-072-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-073-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-074-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-075-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-076-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-077-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-078-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-079-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-080-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-081-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-082-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-083-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-084-000	1.0	65.96
Zone 02 - Creek Canyon	026-047-085-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-001-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-002-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-003-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-004-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-005-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-006-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-007-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-008-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-009-000	1.0	65.96

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 02 - Creek Canyon	026-048-010-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-011-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-012-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-013-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-014-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-015-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-016-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-017-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-018-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-019-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-020-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-021-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-022-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-023-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-024-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-025-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-026-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-027-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-028-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-029-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-030-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-031-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-032-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-033-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-034-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-035-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-036-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-037-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-038-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-039-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-040-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-041-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-042-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-043-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-044-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-045-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-046-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-047-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-048-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-049-000	1.0	65.96
Zone 02 - Creek Canyon	026-048-050-000	1.0	65.96
Zone 02 - Creek Canyon Total		194.0	\$12,796.24

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 03 - North Manor	026-049-008-000	1.0	\$65.00
Zone 03 - North Manor	026-049-009-000	1.0	65.00
Zone 03 - North Manor	026-049-010-000	1.0	65.00
Zone 03 - North Manor	026-049-011-000	1.0	65.00
Zone 03 - North Manor	026-049-012-000	1.0	65.00
Zone 03 - North Manor	026-049-013-000	1.0	65.00
Zone 03 - North Manor	026-049-014-000	1.0	65.00
Zone 03 - North Manor	026-049-015-000	1.0	65.00
Zone 03 - North Manor	026-049-016-000	1.0	65.00
Zone 03 - North Manor	026-049-017-000	1.0	65.00
Zone 03 - North Manor	026-049-018-000	1.0	65.00
Zone 03 - North Manor	026-049-019-000	1.0	65.00
Zone 03 - North Manor	026-049-020-000	1.0	65.00
Zone 03 - North Manor	026-049-021-000	1.0	65.00
Zone 03 - North Manor	026-049-024-000	1.0	65.00
Zone 03 - North Manor	026-049-025-000	1.0	65.00
Zone 03 - North Manor	026-049-026-000	1.0	65.00
Zone 03 - North Manor	026-049-027-000	1.0	65.00
Zone 03 - North Manor	026-049-028-000	1.0	65.00
Zone 03 - North Manor	026-049-029-000	1.0	65.00
Zone 03 - North Manor	026-049-030-000	1.0	65.00
Zone 03 - North Manor	026-049-031-000	1.0	65.00
Zone 03 - North Manor	026-049-034-000	1.0	65.00
Zone 03 - North Manor Total		23.0	\$1,495.00

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 04 - Oakwood Vista	128-021-004-000	1.0	\$99.70
Zone 04 - Oakwood Vista	128-021-005-000	1.0	99.70
Zone 04 - Oakwood Vista	128-021-006-000	1.0	99.70
Zone 04 - Oakwood Vista	128-021-007-000	1.0	99.70
Zone 04 - Oakwood Vista	128-021-008-000	1.0	99.70
Zone 04 - Oakwood Vista	128-021-009-000	1.0	99.70
Zone 04 - Oakwood Vista	128-021-010-000	1.0	99.70
Zone 04 - Oakwood Vista	128-021-011-000	1.0	99.70
Zone 04 - Oakwood Vista	128-021-012-000	1.0	99.70
Zone 04 - Oakwood Vista	128-021-013-000	1.0	99.70
Zone 04 - Oakwood Vista	128-021-014-000	1.0	99.70
Zone 04 - Oakwood Vista	128-021-015-000	1.0	99.70
Zone 04 - Oakwood Vista	128-021-016-000	1.0	99.70
Zone 04 - Oakwood Vista	128-021-017-000	1.0	99.70
Zone 04 - Oakwood Vista	128-021-018-000	1.0	99.70
Zone 04 - Oakwood Vista	128-021-019-000	1.0	99.70
Zone 04 - Oakwood Vista	128-021-020-000	1.0	99.70
Zone 04 - Oakwood Vista	128-021-021-000	1.0	99.70
Zone 04 - Oakwood Vista	128-021-022-000	1.0	99.70
Zone 04 - Oakwood Vista	128-021-023-000	1.0	99.70
Zone 04 - Oakwood Vista	128-021-024-000	1.0	99.70
Zone 04 - Oakwood Vista	128-021-025-000	1.0	99.70
Zone 04 - Oakwood Vista	128-021-026-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-002-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-003-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-004-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-005-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-006-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-007-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-008-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-009-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-010-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-011-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-012-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-013-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-014-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-015-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-016-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-017-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-018-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-019-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-020-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-021-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-022-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-023-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-024-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-025-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-026-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-027-000	1.0	99.70

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 04 - Oakwood Vista	128-057-028-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-029-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-030-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-031-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-032-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-033-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-034-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-035-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-036-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-037-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-038-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-039-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-040-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-041-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-042-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-043-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-044-000	1.0	99.70
Zone 04 - Oakwood Vista	128-057-045-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-001-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-002-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-003-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-004-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-005-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-006-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-007-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-008-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-009-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-010-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-011-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-012-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-013-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-014-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-017-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-018-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-019-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-020-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-021-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-022-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-023-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-024-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-025-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-026-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-027-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-028-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-029-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-030-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-031-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-032-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-033-000	1.0	99.70

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 04 - Oakwood Vista	128-058-034-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-035-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-036-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-037-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-038-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-039-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-040-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-041-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-042-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-043-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-044-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-045-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-046-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-047-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-048-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-049-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-050-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-051-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-052-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-053-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-054-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-055-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-056-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-057-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-058-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-059-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-060-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-061-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-062-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-063-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-064-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-065-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-066-000	1.0	99.70
Zone 04 - Oakwood Vista	128-058-067-000	1.0	99.70
Zone 04 - Oakwood Vista Total		132.0	\$13,160.40

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 05 - Lucas Ranch	049-046-001-000	1.0	\$131.34
Zone 05 - Lucas Ranch	049-046-002-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-003-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-004-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-005-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-006-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-007-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-008-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-009-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-010-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-011-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-012-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-013-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-014-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-015-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-016-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-017-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-018-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-019-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-020-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-021-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-022-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-023-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-024-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-025-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-026-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-027-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-028-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-029-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-030-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-031-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-032-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-033-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-034-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-035-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-036-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-037-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-038-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-039-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-040-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-041-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-042-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-043-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-044-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-045-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-046-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-047-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-048-000	1.0	131.34
Zone 05 - Lucas Ranch	049-046-049-000	1.0	131.34

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 05 - Lucas Ranch	049-047-001-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-002-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-003-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-004-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-005-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-006-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-007-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-008-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-009-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-010-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-011-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-012-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-013-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-014-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-015-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-016-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-017-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-018-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-019-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-020-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-021-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-022-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-023-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-024-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-025-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-026-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-027-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-028-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-029-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-030-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-031-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-032-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-033-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-034-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-035-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-036-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-037-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-038-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-039-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-040-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-041-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-042-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-043-000	1.0	131.34
Zone 05 - Lucas Ranch	049-047-044-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-001-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-002-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-003-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-004-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-005-000	1.0	131.34

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 05 - Lucas Ranch	049-048-006-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-007-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-008-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-009-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-010-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-011-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-012-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-013-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-014-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-015-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-016-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-017-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-018-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-019-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-020-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-021-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-022-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-023-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-024-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-025-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-026-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-027-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-028-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-029-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-030-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-031-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-032-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-033-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-034-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-035-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-036-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-037-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-038-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-039-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-040-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-041-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-042-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-043-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-044-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-045-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-046-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-047-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-048-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-049-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-050-000	1.0	131.34
Zone 05 - Lucas Ranch	049-048-051-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-001-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-002-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-003-000	1.0	131.34

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 05 - Lucas Ranch	049-049-004-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-005-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-006-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-007-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-008-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-009-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-010-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-011-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-012-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-013-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-014-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-015-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-016-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-017-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-018-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-019-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-020-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-021-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-022-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-023-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-024-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-025-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-026-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-027-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-028-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-029-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-030-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-031-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-032-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-033-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-034-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-035-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-036-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-037-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-038-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-039-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-042-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-043-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-044-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-045-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-046-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-047-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-048-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-049-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-050-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-051-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-052-000	1.0	131.34
Zone 05 - Lucas Ranch	049-049-054-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-001-000	1.0	131.34

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 05 - Lucas Ranch	049-050-002-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-003-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-004-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-005-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-006-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-007-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-008-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-009-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-010-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-011-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-012-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-013-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-014-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-015-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-016-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-017-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-018-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-019-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-020-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-021-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-022-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-023-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-024-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-025-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-026-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-027-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-028-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-029-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-030-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-031-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-032-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-033-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-034-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-035-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-036-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-037-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-038-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-039-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-040-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-041-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-042-000	1.0	131.34
Zone 05 - Lucas Ranch	049-050-043-000	1.0	131.34
Zone 05 - Lucas Ranch	049-051-001-000	1.0	131.34
Zone 05 - Lucas Ranch	049-051-002-000	1.0	131.34
Zone 05 - Lucas Ranch	049-051-003-000	1.0	131.34
Zone 05 - Lucas Ranch	049-051-004-000	1.0	131.34
Zone 05 - Lucas Ranch	049-051-005-000	1.0	131.34
Zone 05 - Lucas Ranch	049-051-006-000	1.0	131.34
Zone 05 - Lucas Ranch	049-051-007-000	1.0	131.34

**City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone**

District	APN	Units	Amount
Zone 05 - Lucas Ranch	049-051-008-000	1.0	131.34
Zone 05 - Lucas Ranch	049-051-009-000	1.0	131.34
Zone 05 - Lucas Ranch	049-051-010-000	1.0	131.34
Zone 05 - Lucas Ranch	049-051-011-000	1.0	131.34
Zone 05 - Lucas Ranch	049-051-012-000	1.0	131.34
Zone 05 - Lucas Ranch	049-051-015-000	1.0	131.34
Zone 05 - Lucas Ranch	049-051-016-000	1.0	131.34
Zone 05 - Lucas Ranch	049-051-017-000	1.0	131.34
Zone 05 - Lucas Ranch	049-051-018-000	1.0	131.34
Zone 05 - Lucas Ranch	049-051-019-000	1.0	131.34
Zone 05 - Lucas Ranch	049-051-020-000	1.0	131.34
Zone 05 - Lucas Ranch	049-051-021-000	1.0	131.34
Zone 05 - Lucas Ranch	049-051-022-000	1.0	131.34
Zone 05 - Lucas Ranch	049-051-023-000	1.0	131.34
Zone 05 - Lucas Ranch	049-051-024-000	1.0	131.34
Zone 05 - Lucas Ranch	049-051-026-000	1.0	131.34
Zone 05 - Lucas Ranch	049-051-027-000	1.0	131.34
Zone 05 - Lucas Ranch Total		262.0	\$34,411.08

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 06 - Stonegate	026-050-001-000	1.0	\$27.76
Zone 06 - Stonegate	026-050-002-000	1.0	27.76
Zone 06 - Stonegate	026-050-003-000	1.0	27.76
Zone 06 - Stonegate	026-050-004-000	1.0	27.76
Zone 06 - Stonegate	026-050-005-000	1.0	27.76
Zone 06 - Stonegate	026-050-006-000	1.0	27.76
Zone 06 - Stonegate	026-050-007-000	1.0	27.76
Zone 06 - Stonegate	026-050-008-000	1.0	27.76
Zone 06 - Stonegate	026-050-009-000	1.0	27.76
Zone 06 - Stonegate	026-050-010-000	1.0	27.76
Zone 06 - Stonegate	026-050-011-000	1.0	27.76
Zone 06 - Stonegate	026-050-012-000	1.0	27.76
Zone 06 - Stonegate	026-050-013-000	1.0	27.76
Zone 06 - Stonegate	026-050-014-000	1.0	27.76
Zone 06 - Stonegate	026-050-015-000	1.0	27.76
Zone 06 - Stonegate	026-050-016-000	1.0	27.76
Zone 06 - Stonegate	026-050-017-000	1.0	27.76
Zone 06 - Stonegate	026-050-018-000	1.0	27.76
Zone 06 - Stonegate	026-050-019-000	1.0	27.76
Zone 06 - Stonegate	026-050-020-000	1.0	27.76
Zone 06 - Stonegate	026-050-021-000	1.0	27.76
Zone 06 - Stonegate	026-050-022-000	1.0	27.76
Zone 06 - Stonegate	026-050-023-000	1.0	27.76
Zone 06 - Stonegate	026-050-024-000	1.0	27.76
Zone 06 - Stonegate	026-050-025-000	1.0	27.76
Zone 06 - Stonegate	026-050-026-000	1.0	27.76
Zone 06 - Stonegate	026-050-027-000	1.0	27.76
Zone 06 - Stonegate	026-050-028-000	1.0	27.76
Zone 06 - Stonegate	026-050-029-000	1.0	27.76
Zone 06 - Stonegate	026-050-030-000	1.0	27.76
Zone 06 - Stonegate	026-050-031-000	1.0	27.76
Zone 06 - Stonegate	026-050-032-000	1.0	27.76
Zone 06 - Stonegate	026-050-033-000	1.0	27.76
Zone 06 - Stonegate	026-050-034-000	1.0	27.76
Zone 06 - Stonegate	026-050-035-000	1.0	27.76
Zone 06 - Stonegate	026-050-036-000	1.0	27.76
Zone 06 - Stonegate	026-050-037-000	1.0	27.76
Zone 06 - Stonegate	026-050-038-000	1.0	27.76
Zone 06 - Stonegate	026-050-039-000	1.0	27.76
Zone 06 - Stonegate	026-050-040-000	1.0	27.76
Zone 06 - Stonegate	026-050-041-000	1.0	27.76
Zone 06 - Stonegate	026-050-042-000	1.0	27.76
Zone 06 - Stonegate	026-050-043-000	1.0	27.76
Zone 06 - Stonegate	026-050-044-000	1.0	27.76
Zone 06 - Stonegate	026-050-045-000	1.0	27.76
Zone 06 - Stonegate	026-050-046-000	1.0	27.76
Zone 06 - Stonegate	026-050-047-000	1.0	27.76
Zone 06 - Stonegate	026-050-048-000	1.0	27.76
Zone 06 - Stonegate	026-050-049-000	1.0	27.76

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 06 - Stonegate	026-050-050-000	1.0	27.76
Zone 06 - Stonegate	026-050-051-000	1.0	27.76
Zone 06 - Stonegate	026-050-052-000	1.0	27.76
Zone 06 - Stonegate	026-050-053-000	1.0	27.76
Zone 06 - Stonegate	026-050-054-000	1.0	27.76
Zone 06 - Stonegate Total		54.0	\$1,499.04

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 07 - Stonehedge	128-059-001-000	1.0	\$90.70
Zone 07 - Stonehedge	128-059-002-000	1.0	90.70
Zone 07 - Stonehedge	128-059-003-000	1.0	90.70
Zone 07 - Stonehedge	128-059-004-000	1.0	90.70
Zone 07 - Stonehedge	128-059-005-000	1.0	90.70
Zone 07 - Stonehedge	128-059-006-000	1.0	90.70
Zone 07 - Stonehedge	128-059-007-000	1.0	90.70
Zone 07 - Stonehedge	128-059-008-000	1.0	90.70
Zone 07 - Stonehedge	128-059-009-000	1.0	90.70
Zone 07 - Stonehedge	128-059-010-000	1.0	90.70
Zone 07 - Stonehedge	128-059-011-000	1.0	90.70
Zone 07 - Stonehedge	128-059-012-000	1.0	90.70
Zone 07 - Stonehedge	128-059-013-000	1.0	90.70
Zone 07 - Stonehedge	128-059-014-000	1.0	90.70
Zone 07 - Stonehedge	128-059-015-000	1.0	90.70
Zone 07 - Stonehedge	128-059-016-000	1.0	90.70
Zone 07 - Stonehedge	128-059-017-000	1.0	90.70
Zone 07 - Stonehedge	128-059-018-000	1.0	90.70
Zone 07 - Stonehedge	128-059-019-000	1.0	90.70
Zone 07 - Stonehedge	128-059-020-000	1.0	90.70
Zone 07 - Stonehedge	128-059-021-000	1.0	90.70
Zone 07 - Stonehedge	128-059-022-000	1.0	90.70
Zone 07 - Stonehedge	128-059-023-000	1.0	90.70
Zone 07 - Stonehedge	128-059-024-000	1.0	90.70
Zone 07 - Stonehedge	128-059-025-000	1.0	90.70
Zone 07 - Stonehedge	128-059-026-000	1.0	90.70
Zone 07 - Stonehedge	128-059-027-000	1.0	90.70
Zone 07 - Stonehedge	128-059-028-000	1.0	90.70
Zone 07 - Stonehedge	128-059-029-000	1.0	90.70
Zone 07 - Stonehedge	128-059-030-000	1.0	90.70
Zone 07 - Stonehedge	128-059-031-000	1.0	90.70
Zone 07 - Stonehedge	128-059-032-000	1.0	90.70
Zone 07 - Stonehedge	128-059-033-000	1.0	90.70
Zone 07 - Stonehedge	128-059-034-000	1.0	90.70
Zone 07 - Stonehedge	128-059-035-000	1.0	90.70
Zone 07 - Stonehedge	128-059-036-000	1.0	90.70
Zone 07 - Stonehedge	128-059-037-000	1.0	90.70
Zone 07 - Stonehedge	128-059-038-000	1.0	90.70
Zone 07 - Stonehedge	128-059-039-000	1.0	90.70
Zone 07 - Stonehedge	128-059-040-000	1.0	90.70
Zone 07 - Stonehedge	128-059-041-000	1.0	90.70
Zone 07 - Stonehedge	128-059-042-000	1.0	90.70
Zone 07 - Stonehedge	128-059-043-000	1.0	90.70
Zone 07 - Stonehedge	128-059-044-000	1.0	90.70
Zone 07 - Stonehedge	128-059-045-000	1.0	90.70
Zone 07 - Stonehedge	128-059-046-000	1.0	90.70
Zone 07 - Stonehedge	128-059-047-000	1.0	90.70
Zone 07 - Stonehedge	128-059-048-000	1.0	90.70
Zone 07 - Stonehedge	128-059-049-000	1.0	90.70

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 07 - Stonehedge	128-059-050-000	1.0	90.70
Zone 07 - Stonehedge	128-059-051-000	1.0	90.70
Zone 07 - Stonehedge	128-059-052-000	1.0	90.70
Zone 07 - Stonehedge	128-059-053-000	1.0	90.70
Zone 07 - Stonehedge Total		53.0	\$4,807.10

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 08 - Oakwood Terrace	026-051-001-000	1.0	\$32.40
Zone 08 - Oakwood Terrace	026-051-002-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-003-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-004-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-005-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-006-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-007-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-008-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-009-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-010-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-011-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-012-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-013-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-014-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-015-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-016-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-017-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-018-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-019-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-020-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-021-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-022-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-023-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-024-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-025-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-026-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-027-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-028-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-029-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-030-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-031-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-032-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-033-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-034-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-035-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-036-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-037-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-038-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-039-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-040-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-041-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-042-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-043-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-044-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-045-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-046-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-047-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-048-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-049-000	1.0	32.40

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 08 - Oakwood Terrace	026-051-050-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-051-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-052-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-053-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-054-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-055-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-056-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-057-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-058-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-059-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-060-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-061-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-062-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-063-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-051-064-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-001-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-002-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-003-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-004-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-005-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-006-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-007-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-008-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-009-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-010-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-011-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-012-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-013-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-014-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-015-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-016-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-017-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-018-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-019-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-020-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-021-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-022-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-023-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-024-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-025-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-026-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-027-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-028-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-029-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-030-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-031-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-032-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-033-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-034-000	1.0	32.40

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 08 - Oakwood Terrace	026-053-035-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-036-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-037-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-038-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-039-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-040-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-041-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-053-042-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-001-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-002-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-003-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-004-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-005-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-006-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-007-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-008-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-009-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-010-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-011-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-012-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-013-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-014-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-015-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-016-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-017-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-018-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-019-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-020-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-021-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-022-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-023-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-024-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-025-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-026-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-027-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-028-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-029-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-030-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-031-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-054-032-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-001-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-002-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-003-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-004-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-005-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-006-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-007-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-008-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-009-000	1.0	32.40

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 08 - Oakwood Terrace	026-055-010-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-011-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-012-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-013-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-014-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-015-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-016-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-017-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-018-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-019-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-020-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-021-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-022-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-023-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-024-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-025-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-026-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-027-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-028-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-029-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-030-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-031-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-032-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-033-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-034-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-035-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-036-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-037-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-038-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-039-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-040-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-041-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-042-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-043-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-044-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-045-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-046-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-047-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-048-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-049-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-050-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-051-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-052-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-053-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-054-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-055-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-056-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-057-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-058-000	1.0	32.40

**City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone**

District	APN	Units	Amount
Zone 08 - Oakwood Terrace	026-055-059-000	1.0	32.40
Zone 08 - Oakwood Terrace	026-055-060-000	1.0	32.40
Zone 08 - Oakwood Terrace Total		198.0	\$6,415.20

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 09 - Silva Ranch	026-056-003-000	1.0	\$121.68
Zone 09 - Silva Ranch	026-056-004-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-005-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-006-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-007-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-008-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-009-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-010-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-011-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-012-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-013-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-014-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-015-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-016-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-017-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-018-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-019-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-020-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-021-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-022-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-023-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-024-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-025-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-026-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-027-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-028-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-029-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-030-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-031-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-032-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-033-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-034-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-035-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-036-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-037-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-038-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-039-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-040-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-041-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-042-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-043-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-044-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-045-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-046-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-047-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-048-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-049-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-050-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-051-000	1.0	121.68

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 09 - Silva Ranch	026-056-052-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-053-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-054-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-055-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-056-000	1.0	121.68
Zone 09 - Silva Ranch	026-056-057-000	1.0	121.68
Zone 09 - Silva Ranch Total		55.0	\$6,692.40

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 10 - Lucas Ranch II & III	049-053-059-000	1.0	170.00
Zone 10 - Lucas Ranch II & III	049-053-060-000	1.0	170.00
Zone 10 - Lucas Ranch II & III	049-053-061-000	1.0	170.00
Zone 10 - Lucas Ranch II & III	128-061-001-000	1.0	170.00
Zone 10 - Lucas Ranch II & III	128-061-002-000	1.0	170.00
Zone 10 - Lucas Ranch II & III	128-061-003-000	1.0	170.00
Zone 10 - Lucas Ranch II & III	128-061-004-000	1.0	170.00
Zone 10 - Lucas Ranch II & III	128-061-005-000	1.0	170.00
Zone 10 - Lucas Ranch II & III	128-061-006-000	1.0	170.00
Zone 10 - Lucas Ranch II & III	128-061-007-000	1.0	170.00
Zone 10 - Lucas Ranch II & III	128-061-008-000	1.0	170.00
Zone 10 - Lucas Ranch II & III	128-061-009-000	1.0	170.00
Zone 10 - Lucas Ranch II & III	128-061-010-000	1.0	170.00
Zone 10 - Lucas Ranch II & III	128-061-011-000	1.0	170.00
Zone 10 - Lucas Ranch II & III	128-061-012-000	1.0	170.00
Zone 10 - Lucas Ranch II & III	128-061-013-000	1.0	170.00
Zone 10 - Lucas Ranch II & III	128-061-014-000	1.0	170.00
Zone 10 - Lucas Ranch II & III	128-061-015-000	1.0	170.00
Zone 10 - Lucas Ranch II & III	128-061-016-000	1.0	170.00
Zone 10 - Lucas Ranch II & III	128-061-023-000	1.0	170.00
Zone 10 - Lucas Ranch II & III Total		118.0	\$20,060.00

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 11 - Stephens Ranch	026-057-001-000	1.0	\$144.64
Zone 11 - Stephens Ranch	026-057-002-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-003-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-004-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-005-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-006-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-007-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-008-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-009-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-010-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-011-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-012-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-013-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-014-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-015-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-016-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-017-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-018-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-019-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-020-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-021-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-022-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-023-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-024-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-025-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-026-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-027-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-028-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-029-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-030-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-031-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-032-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-033-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-034-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-035-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-036-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-037-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-038-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-039-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-040-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-041-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-044-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-045-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-046-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-047-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-048-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-049-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-050-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-051-000	1.0	144.64

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 11 - Stephens Ranch	026-057-052-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-053-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-054-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-055-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-056-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-057-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-058-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-059-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-060-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-061-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-062-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-063-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-064-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-065-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-066-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-067-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-068-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-069-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-070-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-071-000	1.0	144.64
Zone 11 - Stephens Ranch	026-057-072-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-001-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-002-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-003-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-004-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-005-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-006-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-007-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-008-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-009-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-010-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-011-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-012-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-013-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-014-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-015-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-016-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-017-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-018-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-019-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-020-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-021-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-024-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-025-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-026-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-027-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-028-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-029-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-030-000	1.0	144.64

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 11 - Stephens Ranch	026-058-031-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-032-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-033-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-034-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-035-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-036-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-037-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-038-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-039-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-040-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-041-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-042-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-043-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-044-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-045-000	1.0	144.64
Zone 11 - Stephens Ranch	026-058-046-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-001-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-002-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-003-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-004-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-005-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-006-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-007-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-008-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-009-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-010-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-011-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-012-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-013-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-014-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-015-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-016-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-017-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-018-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-019-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-020-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-021-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-022-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-023-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-024-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-025-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-026-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-027-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-028-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-029-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-030-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-031-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-032-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-033-000	1.0	144.64

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 11 - Stephens Ranch	026-064-034-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-035-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-036-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-037-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-038-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-039-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-040-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-041-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-042-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-043-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-044-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-045-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-046-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-047-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-048-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-049-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-050-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-051-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-052-000	1.0	144.64
Zone 11 - Stephens Ranch	026-064-053-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-001-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-002-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-003-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-004-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-005-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-006-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-007-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-008-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-009-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-010-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-012-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-013-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-014-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-015-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-016-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-017-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-018-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-019-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-020-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-021-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-022-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-023-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-024-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-025-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-026-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-027-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-028-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-029-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-030-000	1.0	144.64

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 11 - Stephens Ranch	026-065-031-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-032-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-033-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-034-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-035-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-036-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-037-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-038-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-039-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-040-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-041-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-042-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-043-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-044-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-045-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-046-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-047-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-048-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-049-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-050-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-051-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-052-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-053-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-054-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-055-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-056-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-057-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-058-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-059-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-060-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-061-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-062-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-063-000	1.0	144.64
Zone 11 - Stephens Ranch	026-065-064-000	1.0	144.64
Zone 11 - Stephens Ranch Total		230.0	\$33,267.20

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 12 - Walnut Creek	026-059-001-000	1.0	\$261.50
Zone 12 - Walnut Creek	026-059-002-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-003-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-004-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-005-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-006-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-007-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-008-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-009-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-010-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-011-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-012-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-013-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-014-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-015-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-016-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-017-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-018-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-019-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-020-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-021-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-022-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-023-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-024-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-025-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-026-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-027-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-028-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-029-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-030-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-031-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-032-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-033-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-034-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-035-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-036-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-037-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-038-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-039-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-040-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-041-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-042-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-043-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-044-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-045-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-046-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-047-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-048-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-049-000	1.0	261.50

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 12 - Walnut Creek	026-059-050-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-051-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-052-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-053-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-054-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-055-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-056-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-057-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-058-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-059-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-060-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-061-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-062-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-063-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-064-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-065-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-066-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-067-000	1.0	261.50
Zone 12 - Walnut Creek	026-059-068-000	1.0	261.50
Zone 12 - Walnut Creek Total		68.0	\$17,782.00

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 13 - Hearthstone Ranch	026-060-001-000	1.0	\$130.32
Zone 13 - Hearthstone Ranch	026-060-002-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-003-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-004-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-005-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-006-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-007-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-008-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-009-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-010-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-011-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-012-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-013-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-014-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-015-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-016-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-017-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-018-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-019-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-020-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-021-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-022-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-023-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-024-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-025-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-026-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-027-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-028-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-029-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-030-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-031-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-032-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-033-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-034-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-035-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-040-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-041-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-042-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-043-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-044-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-045-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-046-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-047-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-048-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-049-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-050-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-051-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-052-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-060-053-000	1.0	130.32

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 13 - Hearthstone Ranch	026-060-054-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-001-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-002-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-003-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-004-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-005-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-006-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-007-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-008-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-009-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-010-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-011-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-012-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-013-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-014-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-015-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-016-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-017-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-018-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-019-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-023-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-024-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-025-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-026-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-027-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-028-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-029-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-030-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-031-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-032-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-033-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-034-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-035-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-036-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-038-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-039-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-040-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-061-041-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-001-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-002-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-003-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-004-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-005-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-006-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-007-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-008-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-009-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-010-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-011-000	1.0	130.32

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 13 - Hearthstone Ranch	026-062-012-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-013-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-014-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-015-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-016-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-017-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-018-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-019-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-020-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-021-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-022-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-023-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-024-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-025-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-029-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-030-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-031-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-032-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-033-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-034-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-035-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-036-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-037-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-038-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-039-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-040-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-041-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-042-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-043-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-044-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-045-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-046-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-047-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-048-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-049-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-050-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-051-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-052-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-053-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-054-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-055-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-056-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-057-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-058-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-059-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-060-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-061-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-062-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-063-000	1.0	130.32

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 13 - Hearthstone Ranch	026-062-064-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-065-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-066-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-067-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-068-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-069-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-070-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-071-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-072-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-073-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-074-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-075-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-062-076-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-001-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-002-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-003-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-004-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-005-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-006-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-007-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-008-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-009-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-010-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-011-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-012-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-013-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-014-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-015-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-016-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-017-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-018-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-019-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-020-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-021-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-022-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-023-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-024-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-025-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-026-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-027-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-031-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-032-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-033-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-034-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-035-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-036-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-037-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-038-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-039-000	1.0	130.32

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 13 - Hearthstone Ranch	026-063-040-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-041-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-042-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-043-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-044-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-045-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-046-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-047-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-048-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-049-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-050-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-051-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-052-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-053-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-063-054-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-002-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-003-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-004-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-005-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-006-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-007-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-008-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-009-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-010-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-011-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-012-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-013-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-014-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-015-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-016-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-017-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-018-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-019-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-020-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-021-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-022-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-023-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-024-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-025-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-026-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-027-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-028-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-029-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-030-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-031-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-032-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-033-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-034-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-035-000	1.0	130.32

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 13 - Hearthstone Ranch	026-066-036-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-037-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-038-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-039-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-040-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-041-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-042-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-043-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-044-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-045-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-046-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-047-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-048-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-049-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-050-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-051-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-052-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-053-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-054-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-055-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-056-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-057-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-058-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-066-059-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-001-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-002-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-003-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-004-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-005-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-006-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-007-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-008-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-009-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-010-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-011-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-012-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-013-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-014-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-015-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-016-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-017-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-018-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-019-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-020-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-021-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-022-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-023-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-024-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-025-000	1.0	130.32

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 13 - Hearthstone Ranch	026-067-026-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-027-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-028-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-029-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-030-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-031-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-067-032-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-001-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-002-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-003-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-004-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-005-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-006-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-007-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-008-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-009-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-010-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-011-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-012-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-013-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-014-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-015-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-016-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-017-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-018-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-019-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-020-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-021-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-022-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-023-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-024-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-025-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-026-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-027-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-028-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-029-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-030-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-031-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-032-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-033-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-034-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-035-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-036-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-037-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-038-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-039-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-040-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-041-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-042-000	1.0	130.32

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 13 - Hearthstone Ranch	026-068-043-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-044-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-045-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-046-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-047-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-048-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-049-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-050-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-051-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-052-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-053-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-054-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-055-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-056-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-057-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-058-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-068-059-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-069-004-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-069-005-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-069-006-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-069-007-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-069-008-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-069-009-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-069-010-000	1.0	130.32
Zone 13 - Hearthstone Ranch	026-069-011-000	1.0	130.32
Zone 13 - Hearthstone Ranch Total		368.0	\$47,957.76

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 14 - Sherman Ranch	049-054-001-000	1.0	\$252.54
Zone 14 - Sherman Ranch	049-054-002-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-003-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-004-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-005-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-006-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-007-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-008-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-009-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-010-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-011-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-012-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-013-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-014-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-015-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-016-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-017-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-018-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-019-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-020-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-021-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-022-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-023-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-024-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-025-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-026-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-027-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-028-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-029-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-030-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-031-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-032-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-033-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-034-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-035-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-036-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-037-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-038-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-039-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-040-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-041-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-042-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-043-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-044-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-045-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-046-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-047-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-048-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-049-000	1.0	252.54

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 14 - Sherman Ranch	049-054-050-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-051-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-052-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-053-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-055-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-056-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-057-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-058-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-059-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-060-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-061-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-062-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-063-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-064-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-065-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-066-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-067-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-068-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-069-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-070-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-071-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-072-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-073-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-074-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-075-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-076-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-077-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-078-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-079-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-080-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-081-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-082-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-083-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-084-000	1.0	252.54
Zone 14 - Sherman Ranch	049-054-085-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-001-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-002-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-003-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-004-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-005-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-006-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-007-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-008-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-009-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-010-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-011-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-012-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-013-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-014-000	1.0	252.54

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 14 - Sherman Ranch	049-055-015-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-016-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-017-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-018-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-019-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-020-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-021-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-022-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-023-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-024-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-025-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-026-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-027-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-028-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-029-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-030-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-031-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-032-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-033-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-034-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-035-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-036-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-037-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-038-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-039-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-040-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-041-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-042-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-043-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-044-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-045-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-046-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-047-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-048-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-049-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-050-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-051-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-052-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-053-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-054-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-055-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-056-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-057-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-058-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-059-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-060-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-061-000	1.0	252.54
Zone 14 - Sherman Ranch	049-055-062-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-001-000	1.0	252.54

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 14 - Sherman Ranch	049-056-002-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-003-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-004-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-005-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-006-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-007-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-008-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-009-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-010-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-011-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-012-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-013-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-014-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-015-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-016-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-017-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-018-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-019-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-020-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-021-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-022-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-023-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-024-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-025-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-026-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-027-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-028-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-029-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-030-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-031-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-032-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-033-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-034-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-035-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-036-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-037-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-038-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-039-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-040-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-041-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-042-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-043-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-044-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-045-000	1.0	252.54
Zone 14 - Sherman Ranch	049-056-046-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-001-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-002-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-003-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-004-000	1.0	252.54

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 14 - Sherman Ranch	049-057-005-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-006-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-007-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-008-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-009-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-010-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-011-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-012-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-013-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-014-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-015-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-016-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-017-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-018-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-019-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-020-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-021-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-022-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-023-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-024-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-025-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-026-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-027-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-028-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-029-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-030-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-031-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-032-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-033-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-034-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-035-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-036-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-037-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-038-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-039-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-040-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-041-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-042-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-043-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-044-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-045-000	1.0	252.54
Zone 14 - Sherman Ranch	049-057-046-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-001-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-002-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-003-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-004-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-005-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-006-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-007-000	1.0	252.54

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 14 - Sherman Ranch	049-058-008-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-009-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-010-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-011-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-012-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-013-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-014-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-015-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-016-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-017-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-018-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-019-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-020-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-021-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-022-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-023-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-024-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-025-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-026-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-027-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-028-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-029-000	1.0	252.54
Zone 14 - Sherman Ranch	049-058-030-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-001-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-002-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-003-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-004-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-005-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-006-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-007-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-008-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-009-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-010-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-011-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-012-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-013-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-014-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-015-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-016-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-017-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-018-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-019-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-020-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-021-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-022-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-023-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-024-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-025-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-026-000	1.0	252.54

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 14 - Sherman Ranch	049-059-027-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-028-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-029-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-030-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-031-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-032-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-033-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-034-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-035-000	1.0	252.54
Zone 14 - Sherman Ranch	049-059-037-000	1.0	252.54
Zone 14 - Sherman Ranch	049-061-001-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-002-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-003-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-004-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-005-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-006-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-007-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-008-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-009-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-010-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-011-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-012-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-013-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-014-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-015-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-016-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-017-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-018-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-019-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-020-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-021-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-022-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-023-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-024-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-025-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-026-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-027-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-028-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-029-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-030-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-031-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-032-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-033-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-034-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-035-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-036-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-037-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-038-000	0.5	126.26
Zone 14 - Sherman Ranch	049-061-039-000	0.5	126.26

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 14 - Sherman Ranch	049-062-001-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-002-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-003-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-004-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-005-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-006-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-007-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-008-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-009-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-010-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-011-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-012-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-013-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-014-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-015-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-016-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-017-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-018-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-019-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-020-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-021-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-022-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-023-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-024-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-025-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-026-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-027-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-028-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-029-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-030-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-031-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-032-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-033-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-034-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-035-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-036-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-037-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-038-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-039-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-040-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-041-000	0.5	126.26
Zone 14 - Sherman Ranch	049-062-042-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-001-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-002-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-003-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-004-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-005-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-006-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-007-000	0.5	126.26

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 14 - Sherman Ranch	049-063-008-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-009-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-010-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-011-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-012-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-013-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-014-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-015-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-016-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-017-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-018-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-019-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-020-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-021-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-022-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-023-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-024-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-025-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-026-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-027-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-028-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-029-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-030-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-031-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-032-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-033-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-034-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-035-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-036-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-037-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-038-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-039-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-040-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-041-000	0.5	126.26
Zone 14 - Sherman Ranch	049-063-042-000	0.5	126.26
Zone 14 - Sherman Ranch	049-064-001-000	1.0	252.54
Zone 14 - Sherman Ranch	049-064-002-000	1.0	252.54
Zone 14 - Sherman Ranch	049-064-003-000	1.0	252.54
Zone 14 - Sherman Ranch	049-064-004-000	1.0	252.54
Zone 14 - Sherman Ranch	049-064-005-000	1.0	252.54
Zone 14 - Sherman Ranch	049-064-006-000	1.0	252.54
Zone 14 - Sherman Ranch	049-064-007-000	1.0	252.54
Zone 14 - Sherman Ranch	049-064-008-000	1.0	252.54
Zone 14 - Sherman Ranch	049-064-009-000	1.0	252.54
Zone 14 - Sherman Ranch	049-064-010-000	1.0	252.54
Zone 14 - Sherman Ranch	049-064-011-000	1.0	252.54
Zone 14 - Sherman Ranch	049-064-012-000	1.0	252.54
Zone 14 - Sherman Ranch	049-064-013-000	1.0	252.54
Zone 14 - Sherman Ranch	049-064-014-000	1.0	252.54

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 14 - Sherman Ranch	049-064-015-000	1.0	252.54
Zone 14 - Sherman Ranch	049-064-016-000	1.0	252.54
Zone 14 - Sherman Ranch	049-064-017-000	1.0	252.54
Zone 14 - Sherman Ranch	049-064-018-000	1.0	252.54
Zone 14 - Sherman Ranch	049-064-019-000	1.0	252.54
Zone 14 - Sherman Ranch	049-064-020-000	1.0	252.54
Zone 14 - Sherman Ranch Total		385.5	\$97,352.94

City of Newman
Lighting and Landscape Maintenance District
FY 2015/16 Assessment Roll by Benefit Zone

District	APN	Units	Amount
Zone 15 - Monte Vista	026-070-001-000	1.0	\$172.16
Zone 15 - Monte Vista	026-070-002-000	1.0	172.16
Zone 15 - Monte Vista	026-070-005-000	1.0	172.16
Zone 15 - Monte Vista	026-070-006-000	1.0	172.16
Zone 15 - Monte Vista	026-070-007-000	1.0	172.16
Zone 15 - Monte Vista	026-070-008-000	1.0	172.16
Zone 15 - Monte Vista	026-070-009-000	1.0	172.16
Zone 15 - Monte Vista	026-070-010-000	1.0	172.16
Zone 15 - Monte Vista	026-070-011-000	1.0	172.16
Zone 15 - Monte Vista	026-070-012-000	1.0	172.16
Zone 15 - Monte Vista	026-070-013-000	1.0	172.16
Zone 15 - Monte Vista	026-070-014-000	1.0	172.16
Zone 15 - Monte Vista	026-070-015-000	1.0	172.16
Zone 15 - Monte Vista	026-070-016-000	1.0	172.16
Zone 15 - Monte Vista	026-070-017-000	1.0	172.16
Zone 15 - Monte Vista	026-070-018-000	1.0	172.16
Zone 15 - Monte Vista	026-070-019-000	1.0	172.16
Zone 15 - Monte Vista	026-070-020-000	1.0	172.16
Zone 15 - Monte Vista	026-070-021-000	1.0	172.16
Zone 15 - Monte Vista	026-070-022-000	1.0	172.16
Zone 15 - Monte Vista	026-070-023-000	1.0	172.16
Zone 15 - Monte Vista	026-070-024-000	1.0	172.16
Zone 15 - Monte Vista	026-070-025-000	1.0	172.16
Zone 15 - Monte Vista	026-070-026-000	1.0	172.16
Zone 15 - Monte Vista	026-070-027-000	1.0	172.16
Zone 15 - Monte Vista	026-070-028-000	1.0	172.16
Zone 15 - Monte Vista	026-070-029-000	1.0	172.16
Zone 15 - Monte Vista	026-070-030-000	1.0	172.16
Zone 15 - Monte Vista	026-070-031-000	1.0	172.16
Zone 15 - Monte Vista	026-070-032-000	1.0	172.16
Zone 15 - Monte Vista	026-070-033-000	1.0	172.16
Zone 15 - Monte Vista	026-070-034-000	1.0	172.16
Zone 15 - Monte Vista	026-070-035-000	1.0	172.16
Zone 15 - Monte Vista	026-070-036-000	1.0	172.16
Zone 15 - Monte Vista	026-070-037-000	1.0	172.16
Zone 15 - Monte Vista	026-070-038-000	1.0	172.16
Zone 15 - Monte Vista	026-070-039-000	1.0	172.16
Zone 15 - Monte Vista	026-070-040-000	1.0	172.16
Zone 15 - Monte Vista	026-070-041-000	0.0	0.00
Zone 15 - Monte Vista	026-070-042-000	1.0	172.16
Zone 15 - Monte Vista	026-070-043-000	1.0	172.16
Zone 15 - Monte Vista	026-070-044-000	1.0	172.16
Zone 15 - Monte Vista Total		41.0	\$7,058.56

RESOLUTION NO. 2015-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN, CALIFORNIA,
APPROVING THE ANNUAL REPORT FOR THE LIGHTING AND LANDSCAPE
MAINTENANCE DISTRICT FOR FISCAL YEAR 2015/16**

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 (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 annual levy of the District, and to prepare and file a report; and

WHEREAS, the Council has, by previous resolution, ordered NBS to prepare and file such Annual Report; and

WHEREAS, NBS has prepared and filed such Annual Report with the City Clerk.

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

1. **Approval of Annual Report:** The City Council hereby approves the Annual Report concerning the levy of assessments as submitted by NBS for the fiscal year commencing July 1, 2015 and ending June 30, 2016.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 26th day of May, 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

RESOLUTION NO. 2015-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN, CALIFORNIA,
DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE
LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT FOR FISCAL YEAR 2015/16**

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

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

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

1. **Intention:** The Council hereby declares its intention to levy and collect assessments within the District to pay the costs of the Improvements for the fiscal year commencing July 1, 2015 and ending June 30, 2016. The Council finds that the public's best interest requires such action.
2. **Improvements:** The Improvements include, but are not limited to:
 - Street lighting and safety lighting, consisting of poles, fixtures, bulbs, conduits and equipment including guys, anchors, posts, and pedestals, metering devices, and appurtenant facilities required to provide lighting in public rights-of-way and public easements within each Benefit Zone.
 - Landscaping, including plantings, shrubbery, turf, irrigation systems, entry monuments, and hardscapes including curbs, gutters and sidewalks, walls and fencing, and appurtenant structures, including ornamental structures in public rights-of-way and on City owned parcels including parks, recreational facilities and other publically owned parcels within each Benefit Zone.
 - Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous, and satisfactory condition.
3. **District Boundaries:** The boundaries of the District are as shown by the assessment diagram filed in the offices of the City Clerk, which map is made a part hereof by reference.
4. **Annual Report:** Reference is made to the Annual Report prepared by NBS, on file with the Clerk, for a full and detailed description of the improvements, the boundaries of the District and the zones therein, and the proposed assessments upon assessable lots and parcels of land within the District.
5. **Notice of Public Hearing:** The Council hereby declares its intention to conduct a Public Hearing concerning the levy of assessments in accordance with Section 22629 of the Act. All objections to the assessment, if any, will be considered by the Council. The Public Hearing will be held on **Tuesday, June 23, 2015 at 7:00 pm** or as soon thereafter as is feasible in the Council Chambers located at 938 Fresno Street, Newman, CA 95360. The Council further orders the Clerk to publish notice of this resolution in accordance with Section 22626 of the Act.
6. **Increase of Assessment:** The maximum assessment is not proposed to increase from the previous year above that previously approved by the property owners (as "increased assessment" is defined in Section 54954.6 of the Government Code).

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 26th day of May, 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:

ATTEST:

Mayor of the City of Newman

City Clerk of the City of Newman

**ADOPT RESOLUTION 2015 – AWARDING THE PROFESSIONAL SERVICE AGREEMENT TO
STORM WATER CONSULTANT, INC. FOR URBAN LEVEL OF FLOOD PROTECTION
DETERMINATION SERVICES, 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 Professional Service Agreement to Storm Water Consultant, Inc. For Urban Level of Flood Protection Determination Services, and authorize the City Manager to execute said agreement and associated documents.

BACKGROUND:

In 2007, the California Legislature passed five interrelated bills to improve flood management at the State and local levels. One of those bills, the Central Valley Flood Protection Act of 2008, also known as Senate Bill 5 (SB5), contains provisions related to the requirements for incorporating flood risk considerations in land-use planning and management. SB5 defines “Urban Level of Flood Protection (ULOP)” as the “level of protection that is necessary to withstand flooding that has a 1-in-200 chance of occurring in any given year using criteria consistent with, or developed by, the California Department of Water Resources.”

As mandated by the State of California, at such time that the City of Newman (City) amends their General Plan and Zoning Ordinance to address compliance requirements with regard to the ULOP, but no later than July 2, 2016, the City will need to make “findings” with regard to the ULOP for any new development projects that are located within a special flood hazard area or an area of moderate flood hazard on official Flood Insurance Rate Maps (FIRMs) published by the Federal Emergency Management Agency (FEMA).

ANALYSIS:

In order to assist with compliance of the various flood management bills, staff reached out to leaders in the industry including Storm Water Consultant, Inc (Consultant). Consultant has extensive knowledge of the hydraulics within the Central Valley and floodplain mapping requirements. Consultant’s scope of work is to prepare a report with regard to the ULOP as described below:

This Agreement authorizes Storm Water Consulting, Inc. (Consultant) to prepare a report document that will assist the City in making future interpretations and “findings” with regard to the ULOP for the majority of affected new development projects.

1. General descriptions of ULOP requirements excerpted from the ULOP Criteria document published by the State of California Department of Water Resources dated November 2013.
2. References to information provided in the Flood Insurance Study for Stanislaus County, California, and Incorporated Areas (FEMA, September 26, 2008) and on effective FIRMs that supports a conclusion that most of the special flood hazard areas and areas of moderate flood hazard depicted on the effective FIRMs impacting the City of Newman are areas of “shallow flooding” as defined in the ULOP Criteria document.
3. References to selected provisions contained within Chapter 4.11 of the City’s Municipal Code entitled Floodplain Management.
4. Preparation of a consolidated map, using the effective FIRMs as the base map, that graphically delineates the following:
 - The City’s Planning Area Boundary.
 - Areas where new development will not be required to make “findings” with regard to the ULOP.
 - Areas where new development will be required to make “findings” with regard to the ULOP, but the “finding” will be that the new development will meet the national FEMA standard of flood protection.
 - Areas where new development will be required to make “findings” with regard to the ULOP, with said “findings” being based upon subsequent (future) 200-year or 100-year flood mapping performed by the City or others.
5. Reference to the effective period for the information contained in the report document.

FISCAL IMPACT:

The project costs will be charged to 10-31-6200 (Engineering Department – Contract Services). The majority of the project can be paid from existing budgeted funds. A minor budget adjustment of \$5,000 is recommended.

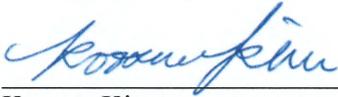
CONCLUSION:

It is recommended that the Newman City Council adopt Resolution No. 2015- , awarding the Professional Service Agreement to Storm Water Consultant, Inc. for Urban Level of Flood Protection Determination Services, and authorize the City Manager to execute said agreement and associated documents.

ATTACHMENTS:

1. Resolution No. 2015-
2. Professional Service Agreement with Storm Water Consultant, Inc.

Respectfully Submitted,



Koosun Kim
Director of Public Works

REVIEWED/CONCUR:



Michael E. Holland
City Manager

RESOLUTION NO. 2015-

AWARD THE PROFESSIONAL SERVICE AGREEMENT TO STORM WATER CONSULTANT, INC. FOR URBAN LEVEL OF FLOOD PROTECTION DETERMINATION SERVICES, AND AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND ASSOCIATED DOCUMENTS

WHEREAS, In 2007, the California Legislature passed five interrelated bills to improve flood management at the State and local levels; and

WHEREAS, Senate Bill 5 (SB5) contains provisions related to the requirements for incorporating flood risk considerations in land-use planning and management; and

WHEREAS, SB5 defines "Urban Level of Flood Protection (ULOP)" as the "level of protection that is necessary to withstand flooding that has a 1-in-200 chance of occurring in any given year using criteria consistent with, or developed by, the California Department of Water Resources"; and

WHEREAS, As mandated by the State of California, at such time that the City of Newman (City) amends their General Plan and Zoning Ordinance to address compliance requirements with regard to the ULOP, but no later than July 2, 2016, the City will need to make "findings" with regard to the ULOP for any new development projects that are located within a special flood hazard area or an area of moderate flood hazard on official Flood Insurance Rate Maps (FIRMs) published by the Federal Emergency Management Agency (FEMA); and

WHEREAS, In order to assist with compliance of the various flood management bills, staff reached out to leaders in the industry including Storm Water Consultant, Inc (Consultant); and

WHEREAS, Consultant has extensive knowledge of the hydraulics within the Central Valley and floodplain mapping requirements; and

WHEREAS, Funding is being furnished under the Engineering Contract Service (Account Number: 10-31-6200); 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 Storm Water Consulting, Inc.; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman hereby approves the agreement with Storm Water Consultant, Inc. in the amount not to exceed \$20,000.00, 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 26th day of May, 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



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the **CITY OF NEWMAN**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **STORM WATER CONSULTANT, INC.**, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for the Urban Level of Flood Protection (ULOP) Report Services; and

WHEREAS, CONSULTANT has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

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

1. **SCOPE OF WORK:** CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as **EXHIBIT A:** ULOP Determination Service. CONSULTANT shall provide Services that are acceptable to CITY.
2. **PERSONNEL AND EQUIPMENT:** CONSULTANT shall provide all personnel needed to accomplish the Services hereunder. CONSULTANT shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONSULTANT shall reasonably require to accomplish said Services.
3. **SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.
4. **COMPENSATION:** CITY agrees to pay CONSULTANT in accordance with **EXHIBIT B** as full remuneration for performing all Services and furnishing all staffing and materials called for in **EXHIBIT B** and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed **\$20,000.00**. CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:
 - (a) **Invoices:** CONSULTANT shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.
 - (b) **Payment:**

- (1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.
- (2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.
- (3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONSULTANT within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion.
- (4) If dispute is settled, payment shall be by voucher or check payable to and mailed to CONSULTANT within five (5) working days of dispute settlement.
- (5) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and shall continue in full force until all authorized work is approved by the City. All such work shall be completed no later than **6/30/2015**.

6. INSURANCE: CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT, at Consultant's own cost and expense, shall procure and maintain the following insurance policies for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

Consultant, at Consultant's own cost and expense, shall, procure and maintain, for the duration of the contract, the following insurance policies.

- (a) Workers' Compensation Coverage. 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 City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

- (b) General Liability Coverage. 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.
- (c) Automobile Liability Coverage. 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) Professional Liability Coverage. 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) Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:
 - (1) The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
 - (2) This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
 - (3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - (4) The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

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 CITY.

9. INDEPENDENT CONTRACTOR RELATIONSHIP: 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 CITY. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY 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 CITY.

CONSULTANT shall determine the method, details and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONSULTANT.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONSULTANT or CONSULTANT'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONSULTANT must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONSULTANT'S personnel. As an independent contractor, CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

10. VOLUNTARY TERMINATION: CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT.

11. TERMINATION OF STATED EVENT:

- (a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONSULTANT, (2) legal dissolution of CONSULTANT, or (3) death of key principal(s) of CONSULTANT.
- (b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONSULTANT. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or theft.
- (c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.
- (d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay CONSULTANT all or any part of the payments set forth in this Agreement on the date due, at its option CONSULTANT may terminate this Agreement if the failure is not remedied within thirty (30) days after CONSULTANT notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.
- (e) Termination by CITY for Change of CONSULTANT'S Tax Status. If CITY determines that CONSULTANT does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to CONSULTANT. The termination date shall be the effective date of the notice.
- (f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONSULTANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONSULTANT'S work on the project. Further, if CITY so requests, and at CITY's cost, CONSULTANT shall deliver to CITY any work products whether in draft or final form which have been produced to date.

(g) If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONSULTANT an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

12. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used by CONSULTANT in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

13. NONDISCRIMINATION: In connection with the execution of this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONSULTANT shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONSULTANT shall comply with the provisions of Section 1735 of the California Labor Code.

14. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONSULTANT shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF CONSULTANT: Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

16. OWNERSHIP OF DOCUMENTS: All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

17. NEWS AND INFORMATION RELEASE: CONSULTANT agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

18. INTEREST OF CONSULTANT: CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

19. AMENDMENTS: Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be required to perform any such additional services.

20. PATENT/COPYRIGHT MATERIALS: Unless otherwise expressly provided in the contract, CONSULTANT shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT shall furnish a warranty of such right to use to CITY at the request of CITY.

21. CERTIFIED PAYROLL REQUIREMENT: For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subconsultants and subcontractors to comply with that section as may be required by law.

22. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

23. WAIVER: The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

24. AUDIT: CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONSULTANT'S charges to CITY under this Agreement.

CONSULTANT agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONSULTANT services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

25. GOVERNING LAW: This Agreement shall be governed according to the laws of the State of California.

26. HEADINGS NOT CONTROLLING: Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

27. COMPLIANCE WITH LAWS: CONSULTANT shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. CONSULTANT shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

28. CITY BUSINESS LICENSE: CONSULTANT will have a City of Newman business license.

29. ASSIGNMENT: This Agreement is binding upon CITY and CONSULTANT and their successors. Except as otherwise provided herein, neither CITY nor CONSULTANT shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

30. RECORD INSPECTION AND AUDIT: CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

31. EXCLUSIVE USE: Services provided within the scope of this Agreement are for the exclusive use of CITY and CONSULTANT agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONSULTANT without the prior written consent of CITY.

32. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: CONSULTANT shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or

employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 et seq.; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 et seq.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers thereunto duly authorized.

CITY OF NEWMAN:

CONSULTANT:

**MICHAEL E. HOLLAND, CITY
MANAGER**

BY: _____

TITLE: _____

ATTEST:

PRINT NAME: _____

MIKE MAIER, CITY CLERK

ADDRESS: _____

BUSINESS LICENSE #: _____

TELEPHONE #: _____

EXHIBIT A **SCOPE OF WORK**

URBAN LEVEL OF FLOOD PROTECTION DETERMINATION SERVICE

As mandated by the State of California, at such time that the City of Newman (City) amends their General Plan and Zoning Ordinance to address compliance requirements with regard to the ULOP, but no later than July 2, 2016, the City will need to make “findings” with regard to the ULOP for any new development projects that are located within a special flood hazard area or an area of moderate flood hazard on official Flood Insurance Rate Maps (FIRMs) published by the Federal Emergency Management Agency (FEMA). This Agreement authorizes Storm Water Consulting, Inc. (Consultant) to prepare a report document that will assist the City in making future interpretations and “findings” with regard to the ULOP for the majority of affected new development projects.

The Consultant will prepare a report document for the City that addresses the following with regard to the ULOP:

1. General descriptions of ULOP requirements excerpted from the Urban Level of Flood Protection Criteria (ULOP Criteria) document published by the State of California Department of Water Resources dated November 2013.
2. References to information provided in the Flood Insurance Study for Stanislaus County, California, and Incorporated Areas (FEMA, September 26, 2008) and on effective FIRMs that supports a conclusion that most of the special flood hazard areas and areas of moderate flood hazard depicted on the effective FIRMs impacting the City of Newman are areas of “shallow flooding” as defined in the ULOP Criteria document. (New development will not be required to achieve the ULOP in these “shallow flooding” areas, but “findings” will still need to be made for each new development in these areas that said development will meet the national FEMA standard of flood protection.)
3. References to selected provisions contained within Chapter 4.11 of the City’s Municipal Code entitled Floodplain Management.
4. Preparation of a consolidated map, using the effective FIRMs as the base map, that graphically delineates the following:
 - The boundary of the area evaluated (which will be the City’s Planning Area Boundary).
 - Areas where new development will not be required to make “findings” with regard to the ULOP.
 - Areas where new development will be required to make “findings” with regard to the ULOP, but the “finding” will be that the new development

will meet the national FEMA standard of flood protection (and is not required to meet the ULOP).

- Areas where new development will be required to make “findings” with regard to the ULOP, with said “findings” being based upon subsequent (future) 200-year or 100-year flood mapping performed by the City or others.

5. Reference to the effective period for the information contained in the report document.

The report document is proposed to be considered for approval (adoption) by the City Council, and the Consultant will attend the City Council meeting in which this item is placed on the agenda.

Assumptions

- The report document will not include any new floodplain mapping and will be based upon existing FIRMs and Flood Insurance Studies.
- It is assumed that City Council meeting attendance by the Consultant is limited to one (1) City Council meeting.

EXHIBIT B **CONSULTANT FEE**

URBAN LEVEL OF FLOOD PROTECTION DETERMINATION SERVICE

Not to exceed \$20,000.00