



AGENDA
NEWMAN CITY COUNCIL
SPECIAL MEETING JUNE 9, 2015
CITY HALL CONFERENCE ROOM, 6:00 P.M., 938 FRESNO STREET

1. Call To Order.
2. Roll Call.
3. Items from the Public - Non-Agenda Items.
4. Workshop - Review 2015/2016 Fiscal Year Budget. ([View Budget](#)) ([View Report](#))
5. Adjournment.



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

Date: June 6, 2014

To: Mayor and City Council

From: Michael E. Holland *meh*

Subject: Special Budget Workshop @ 6:00 p.m.

A workshop has been scheduled for 6:00 p.m. so that staff can present the City's 2015/2016 budget. Staff is preparing a PowerPoint presentation outlining projected revenues and the anticipated expenditures. The preliminary budget was handed out to the Council on May 29th and approval of this item has been placed on the agenda for Council consideration. Should the Council elect to modify the budget, approval can be moved to the June 23rd special meeting scheduled to be held at the Louis J. Newman Building.



AGENDA
NEWMAN CITY COUNCIL
REGULAR MEETING JUNE 9, 2015
CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET

1. **Call To Order.**
2. **Pledge Of Allegiance.**
3. **Invocation.**
4. **Roll Call.**
5. **Declaration Of Conflicts Of Interest.**
6. **Ceremonial Matters**
 - a. Proclamation – Disability Awareness Month. ([View Proclamation](#))
7. **Items from the Public - Non-Agenda Items.**
8. **Consent Calendar**
 - a. Waive All Readings Of Ordinances And Resolutions Except By Title.
 - b. Approval Of Warrants. ([View Warrant Register](#))
 - c. Approval Of Minutes Of The May 26, 2015 Meetings. ([View Minutes](#))
 - d. Adopt Resolution No. 2015- , Authorizing A Change In CalPERS Employer Paid Member Contributions (Miscellaneous Group - Management). ([View Report](#))
 - e. Adopt Resolution No. 2015- , Authorizing A Change In CalPERS Employer Paid Member Contributions (Safety Group - Management). ([View Report](#))
 - f. Approval Of The HOME Sub-Recipient Agreement For Fiscal Year 2015-2016. ([View Report](#))
9. **Public Hearings.**
10. **Regular Business**
 - a. Approve Fiscal Year 2015-2016 Annual Budget As Presented In The Preliminary Budget Document. ([View Report](#))
 - I. Adopt Resolution No. 2015- , A Resolution Adopting The Budget For Fiscal Year 2015-2016.
 - II. Adopt Resolution No. 2015- , A Resolution Establishing The Appropriations Limit For Fiscal Year 2015-2016.
 - b. Report On Appointment To Fill A Vacancy On The Planning Commission. ([View Report](#))
 - c. Report On 2015 Newman Fall Festival. ([View Report](#))

- d. Second Reading And Adoption Of Ordinance No. 2015- , Approving A Three (3) Year Time Extension For The Development Agreement No. 08-02 Mattos Ranch And Authorize Staff To Publish A Summary Of Said Ordinance. ([View Report](#))

11. Items From District Five Stanislaus County Supervisor.

12. Items From The City Manager And Staff.

13. Items From City Council Members.

14. Adjournment.

Calendar of Events

June 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.

Proclamation

of the Mayor of the City of Newman

WHEREAS, the City Council of the City of Newman have recognized healthy communities as a priority; and

WHEREAS, disabilities can affect all people, regardless of race, age, gender, or social status and the essence of life is not embodied by physical or mental perfection, but is an integral part of the human spirit; and

WHEREAS, increasing public awareness about diverse abilities is vital to fighting the stigma and discrimination that often serve as a barrier to employment, socialization, and individual well-being; and

WHEREAS, there are an estimated 4,268,000 people with disabilities in the State of California, and over 87,000 people over the age of 5 with disabilities in Stanislaus County; and

WHEREAS, within the next year, at least one out of eight Californians will experience a disability personally or through a family member; and

WHEREAS, the Society for Disabilities will commemorate June 2015, and each June hereafter, as *Disability Awareness Month*.

NOW, THEREFORE, I Ed Katen, Mayor, on behalf of the Newman City Council, do hereby proclaim the month of June as Disability Awareness Month in the City of Newman and urge all citizens to become aware of the needs and capabilities of persons with disabilities.

Signed the 9th day of June, 2015

Signed _____





AP Check Register June 05, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
Andersen Amy	10-00-2841	107448	\$ 80.00	6/5/2015	Refund Sherman Park deposit/Andersen
		107448 Total	\$ 80.00		
AT&T	10-07-6665	107449	\$ 15.79	6/5/2015	Landline 4-13-15 to 5-12-15
AT&T	10-14-6420	107449	\$ 5.95	6/5/2015	Analog line @ city hall 4-13-15 to 5-12-15
AT&T	10-14-6420	107449	\$ 48.82	6/5/2015	Landline 4-13-15 to 5-12-15
AT&T	10-21-6420	107449	\$ 182.41	6/5/2015	Circuit line to 245 2nd Ave, Oakdale 4-20-15 to 5-19-15
AT&T	10-21-6420	107449	\$ 342.79	6/5/2015	Circuit line to 442 Hackett Rd 4-20-15 to 5-19-15
AT&T	10-21-6420	107449	\$ 18.80	6/5/2015	Landline 4-13-15 to 5-12-15
AT&T	60-50-6420	107449	\$ 5.95	6/5/2015	Analog line @ city hall 4-13-15 to 5-12-15
AT&T	60-50-6420	107449	\$ 17.32	6/5/2015	Landline 4-13-15 to 5-12-15
AT&T	63-56-6420	107449	\$ 5.96	6/5/2015	Analog line @ city hall 4-13-15 to 5-12-15
AT&T	63-56-6420	107449	\$ 48.32	6/5/2015	Landline 4-13-15 to 5-12-15
		107449 Total	\$ 692.11		
Baker Supplies and Repairs	10-33-6200	107450	\$ 38.90	6/5/2015	Cleaned & lubed the trigger on Stihl blower
Baker Supplies and Repairs	10-33-6200	107450	\$ 11.84	6/5/2015	Replaced fuel and adjusted carburetor on Stihl chain saw
Baker Supplies and Repairs	10-44-6200	107450	\$ 38.90	6/5/2015	Cleaned & lubed the trigger on Stihl blower
		107450 Total	\$ 89.64		
BERTOLOTTI DISPOSAL	10-00-5080	107451	\$ (11,519.17)	6/5/2015	Franchise fees garbage service/May 2015
BERTOLOTTI DISPOSAL	10-00-5730	107451	\$ 15,633.16	6/5/2015	Reclass Bertolotti franchise fees/May 2015
BERTOLOTTI DISPOSAL	10-00-5733	107451	\$ (4,113.99)	6/5/2015	Street sweeping fees/May 2015
BERTOLOTTI DISPOSAL	10-41-6200	107451	\$ 61,709.81	6/5/2015	Garbage service/May 2015
		107451 Total	\$ 61,709.81		
California Police Chief's Association	10-21-6635	107452	\$ 125.00	6/5/2015	2015/2016 Annual CPCA Associate membership dues/Short
		107452 Total	\$ 125.00		
CARTER JEFF	68-68-7722	107453	\$ 100.00	6/5/2015	
		107453 Total	\$ 100.00		
CBA (ADMIN FEES)	10-00-2261	107454	\$ 234.00	6/5/2015	Dental-vision admin fees/June 2015
		107454 Total	\$ 234.00		
CENTRAL SANITARY SUPPLY	10-07-6300	107455	\$ 5.00	6/5/2015	
CENTRAL SANITARY SUPPLY	10-07-6300	107455	\$ 53.96	6/5/2015	
CENTRAL SANITARY SUPPLY	10-07-6665	107455	\$ 2.50	6/5/2015	
CENTRAL SANITARY SUPPLY	10-07-6665	107455	\$ 26.98	6/5/2015	
CENTRAL SANITARY SUPPLY	10-21-6300	107455	\$ 5.00	6/5/2015	
CENTRAL SANITARY SUPPLY	10-21-6300	107455	\$ 53.96	6/5/2015	
CENTRAL SANITARY SUPPLY	10-22-6300	107455	\$ 2.50	6/5/2015	
CENTRAL SANITARY SUPPLY	10-22-6300	107455	\$ 26.98	6/5/2015	
CENTRAL SANITARY SUPPLY	10-44-6300	107455	\$ 2.50	6/5/2015	
CENTRAL SANITARY SUPPLY	10-44-6300	107455	\$ 26.98	6/5/2015	
CENTRAL SANITARY SUPPLY	10-44-6660	107455	\$ 20.00	6/5/2015	



AP Check Register June 05, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
CENTRAL SANITARY SUPPLY	10-44-6660	107455	\$ 215.84	6/5/2015	
CENTRAL SANITARY SUPPLY	10-44-6670	107455	\$ 10.00	6/5/2015	
CENTRAL SANITARY SUPPLY	10-44-6670	107455	\$ 107.93	6/5/2015	
CENTRAL SANITARY SUPPLY	10-46-6300	107455	\$ 2.50	6/5/2015	
CENTRAL SANITARY SUPPLY	10-46-6300	107455	\$ 26.98	6/5/2015	
		107455 Total	\$ 589.61		
Churchwell White, LLP	10-15-6200	107456	\$ 4,863.30	6/5/2015	General municipal contract services thru 3-31-15/Demographics
		107456 Total	\$ 4,863.30		
COELHO CARL J. (CHUCK)	10-22-6690	107457	\$ 50.00	6/5/2015	
		107457 Total	\$ 50.00		
COLLISON (NT) ELAINE	10-21-6690	107458	\$ 57.57	6/5/2015	Reimb for lunches & gas to CSAR class in Fresno/Ornelas & Colli
		107458 Total	\$ 57.57		
Comcast	10-21-6420	107459	\$ 128.59	6/5/2015	Internet connection from Oakdale to Newman 5-22 to 6-21-15
Comcast	10-21-6420	107459	\$ 148.65	6/5/2015	Internet connection from Newman to Oakdale 5-21 to 6-20-15
		107459 Total	\$ 277.24		
CSG Consultants, Inc	10-23-6215	107460	\$ 2,866.83	6/5/2015	Building permit issuances/May 2015
CSG Consultants, Inc	10-23-6215	107460	\$ 1,689.47	6/5/2015	Plan check services/May 2015
CSG Consultants, Inc	10-23-6243	107460	\$ 25.00	6/5/2015	Business license inspections-Newman Food Center/May 2015
		107460 Total	\$ 4,581.30		
CWEA NSJ	63-56-6690	107461	\$ 55.00	6/5/2015	Registration for Pump Station Maintenance trng/Millan/Garcia
		107461 Total	\$ 55.00		
Delgado's Welding and Hardfacing	71-07-7505	107462	\$ 104.17	6/5/2015	Made a water heater protector/Mem Bldg
		107462 Total	\$ 104.17		
Del Puerto Health Care District	10-45-6200	107463	\$ 140.00	6/5/2015	Pre-employment physical/Landeros
Del Puerto Health Care District	63-56-6200	107463	\$ 140.00	6/5/2015	Pre-employment physical/Garza
		107463 Total	\$ 280.00		
DEPARTMENT OF INDUSTRIAL RELATIONS	10-07-6200	107464	\$ 225.00	6/5/2015	Elevator inspection @ 938 Fresno St
		107464 Total	\$ 225.00		
EARLE CHAD	10-21-6695	107465	\$ 48.00	6/5/2015	POST per diem/STOP training/meals/Earle
		107465 Total	\$ 48.00		
ENVIRONMENTAL TECHNIQUES	60-50-6300	107466	\$ 3,540.00	6/5/2015	60 ProOxidizer/WWTP
		107466 Total	\$ 3,540.00		
FERGUSON ENTERPRISES, INC 1423	63-56-6300	107467	\$ 684.97	6/5/2015	Wide range couplings/pvc pipe/T Street repairs
FERGUSON ENTERPRISES, INC 1423	63-56-6300	107467	\$ 841.56	6/5/2015	2 6" joint accessory pack/flex coupling/gate valve
		107467 Total	\$ 1,526.53		
FGL ENVIRONMENTAL, INC	60-50-6200	107468	\$ 2,734.00	6/5/2015	Bacti analysis/inorganic analysis/support analysis @ WWTP
FGL ENVIRONMENTAL, INC	60-50-6200	107468	\$ 287.00	6/5/2015	Inorganic analysis/support analysis @ WWTP
FGL ENVIRONMENTAL, INC	60-50-6200	107468	\$ 287.00	6/5/2015	Inorganic analysis/support analysis @ WWTP
		107468 Total	\$ 3,308.00		



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Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
GEORGE W. LOWRY, INC	60-50-6300	107469	\$ 493.83	6/5/2015	55 gallons hydraulic oil/WWTP
GEORGE W. LOWRY, INC	60-50-6500	107469	\$ 916.57	6/5/2015	270 gallons unleaded gas delivered/WWTP
		107469 Total	\$ 1,410.40		
Gonsalves Dorothy	10-00-2840	107470	\$ 300.00	6/5/2015	Refund of Memorial Bldg deposit/Pometta/Gonsalves
		107470 Total	\$ 300.00		
GOSSELIN JASON	10-21-6695	107471	\$ 48.00	6/5/2015	POST per diem/STOP training/lunches/Gosselin
		107471 Total	\$ 48.00		
HACH COMPANY	60-50-6300	107472	\$ 141.56	6/5/2015	Sensor cap replacement/WWTP
		107472 Total	\$ 141.56		
HUB INTERNATIONAL OF CA I	10-00-2845	107473	\$ 107.40	6/5/2015	Liability insurance premium/Alfaro
		107473 Total	\$ 107.40		
Jerry Haag, Urban Planner	40-06-6245	107474	\$ 1,656.25	6/5/2015	Services for Area 3Master plan thru 4-31-15
		107474 Total	\$ 1,656.25		
JOE'S LANDSCAPING & CONCR	10-33-6270	107475	\$ 900.00	6/5/2015	Weed abatement at 907 Fig Lane
		107475 Total	\$ 900.00		
KAISER PERMANENTE	10-00-2260	107476	\$ 4,612.19	6/5/2015	Health Insurance premium/July 2015
		107476 Total	\$ 4,612.19		
FRANK B. MARKS & SON, INC	10-44-6660	107477	\$ 47.11	6/5/2015	Pea gravel delivered to Mem Bldg
		107477 Total	\$ 47.11		
Modesto Sand & Gravel	10-00-2841	107478	\$ 181.82	6/5/2015	Refund of hydrant permit deposit/Modesto Sand & Gravel
		107478 Total	\$ 181.82		
CITY OF NEWMAN-PETTY CASH	10-00-5825	107479	\$ 100.00	6/5/2015	Reimbursement for donation from K-9 to "Bike to Work"
CITY OF NEWMAN-PETTY CASH	10-00-5825	107479	\$ (14.02)	6/5/2015	Cash over
CITY OF NEWMAN-PETTY CASH	10-01-6690	107479	\$ 8.23	6/5/2015	Supplies for Healthcare Task Force
CITY OF NEWMAN-PETTY CASH	10-06-6330	107479	\$ 14.25	6/5/2015	Postage/Plng
CITY OF NEWMAN-PETTY CASH	10-06-6690	107479	\$ 7.00	6/5/2015	Parking fees/PW
CITY OF NEWMAN-PETTY CASH	10-07-6200	107479	\$ 50.00	6/5/2015	Fee for door prep for 940 Fresno St
CITY OF NEWMAN-PETTY CASH	10-14-6300	107479	\$ 7.27	6/5/2015	Coffee/dry erase boards
CITY OF NEWMAN-PETTY CASH	10-21-6330	107479	\$ 130.39	6/5/2015	Stamps/postage/PD
CITY OF NEWMAN-PETTY CASH	10-33-6690	107479	\$ 3.00	6/5/2015	Parking fees Stancog
CITY OF NEWMAN-PETTY CASH	60-50-6300	107479	\$ 7.27	6/5/2015	Coffee/dry erase boards
CITY OF NEWMAN-PETTY CASH	63-56-6300	107479	\$ 7.26	6/5/2015	Coffee/dry erase boards
CITY OF NEWMAN-PETTY CASH	63-56-6330	107479	\$ 67.30	6/5/2015	Mailing of meter readers to Texas for repairs
CITY OF NEWMAN-PETTY CASH	71-07-7505	107479	\$ 82.35	6/5/2015	Paint/compost/Mem Bldg
		107479 Total	\$ 470.30		
NEWMAN ACE HARDWARE/JACT,	10-07-6300	107480	\$ 106.66	6/5/2015	broom/swifter duster/screwdriver/terry towels
NEWMAN ACE HARDWARE/JACT,	10-07-6665	107480	\$ 11.82	6/5/2015	wire brush/pop-up sprinkler
NEWMAN ACE HARDWARE/JACT,	10-33-6300	107480	\$ 40.31	6/5/2015	Marker/shovel/oil/primer ball
NEWMAN ACE HARDWARE/JACT,	10-44-6300	107480	\$ 154.34	6/5/2015	edger blade/Stihl autotcut/toilet seat/pik stik



AP Check Register

June 05, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
NEWMAN ACE HARDWARE/JACT,	10-44-6660	107480	\$ 504.56	6/5/2015	spray paint/paint brush/batteries/weedblock/trash cans
NEWMAN ACE HARDWARE/JACT,	60-50-6300	107480	\$ 122.46	6/5/2015	shove;/umbrella base & umbrella/batteries/
NEWMAN ACE HARDWARE/JACT,	63-56-6300	107480	\$ 35.38	6/5/2015	adapter/pipe/faucet/bleach/smartstraw
NEWMAN ACE HARDWARE/JACT,	69-47-6300	107480	\$ 20.83	6/5/2015	misc sprinkler supplies
NEWMAN ACE HARDWARE/JACT,	71-07-7505	107480	\$ 24.94	6/5/2015	misc fastners/painter tool/mask tape/great stuff/
		107480 Total	\$ 1,021.30		
NORMAC, INC.	69-47-6300	107481	\$ 66.73	6/5/2015	100 various sprinkler heads
		107481 Total	\$ 66.73		
OCASIO (NT) STEPHANIE	10-06-6690	107482	\$ 34.05	6/5/2015	Travel reimbursement/Ocasio
		107482 Total	\$ 34.05		
OPERATING ENGINEERS/	10-00-2260	107483	\$ 731.00	6/5/2015	Health Insurance premium/July 2015
		107483 Total	\$ 731.00		
PAPA	60-50-6690	107484	\$ 80.00	6/5/2015	Registration for Pesticide applicator seminar/Perry
		107484 Total	\$ 80.00		
CITY OF PATTERSON	10-03-6200	107485	\$ 660.00	6/5/2015	City Council video reimbursement/April 2015
		107485 Total	\$ 660.00		
P G & E	10-07-6410	107486	\$ 1,388.71	6/5/2015	Electric and gas usage 4-17-15 to 5-17-15
P G & E	10-07-6665	107486	\$ 47.84	6/5/2015	Electric and gas usage 4-17-15 to 5-17-15
P G & E	10-22-6410	107486	\$ 305.66	6/5/2015	Electric and gas usage 4-17-15 to 5-17-15
P G & E	10-33-6410	107486	\$ 4,856.27	6/5/2015	Electric and gas usage 4-17-15 to 5-17-15
P G & E	10-44-6410	107486	\$ 731.09	6/5/2015	Electric and gas usage 4-17-15 to 5-17-15
P G & E	10-44-6660	107486	\$ 233.77	6/5/2015	Electric and gas usage 4-17-15 to 5-17-15
P G & E	10-44-6670	107486	\$ 282.28	6/5/2015	Electric and gas usage 4-17-15 to 5-17-15
P G & E	10-45-6410	107486	\$ 461.90	6/5/2015	Electric and gas usage 4-17-15 to 5-17-15
P G & E	10-46-6410	107486	\$ 325.42	6/5/2015	Electric and gas usage 4-17-15 to 5-17-15
P G & E	60-50-6410	107486	\$ 20,484.98	6/5/2015	Electric and gas usage 4-17-15 to 5-17-15
P G & E	62-60-6411	107486	\$ 310.81	6/5/2015	Electric and gas usage 4-17-15 to 5-17-15
P G & E	62-60-6412	107486	\$ 1,018.41	6/5/2015	Electric and gas usage 4-17-15 to 5-17-15
P G & E	63-56-6410	107486	\$ 12,329.10	6/5/2015	Electric and gas usage 4-17-15 to 5-17-15
P G & E	69-47-6410	107486	\$ 3,523.51	6/5/2015	Electric and gas usage 4-17-15 to 5-17-15
		107486 Total	\$ 46,299.75		
PIONEER DRUG	10-33-6300	107487	\$ 3.04	6/5/2015	Notebook
PIONEER DRUG	10-44-6300	107487	\$ 3.05	6/5/2015	Notebook
PIONEER DRUG	69-47-6300	107487	\$ 3.05	6/5/2015	Notebook
		107487 Total	\$ 9.14		
RALEY'S IN STORE CHARGE	10-14-6300	107488	\$ 0.27	6/5/2015	Sweetner
RALEY'S IN STORE CHARGE	10-46-6300	107488	\$ 17.43	6/5/2015	Coffee/spoons/foam cups
RALEY'S IN STORE CHARGE	63-56-6300	107488	\$ 25.67	6/5/2015	Supplies for Public Works director meeting
RALEY'S IN STORE CHARGE	63-56-6300	107488	\$ 51.47	6/5/2015	Supplies for Public Works director meeting



AP Check Register June 05, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
		107488 Total	\$ 94.84		
ROCHA BACKHOE SERVICE, IN	63-56-6200	107489	\$ 1,332.50	6/5/2015	Repairs to 8" water main on Merced & T Streets
		107489 Total	\$ 1,332.50		
Singh Ronil	10-21-6695	107490	\$ 108.00	6/5/2015	Per diem/Drug recognition training/Singh
Singh Ronil	10-21-6695	107490	\$ 579.50	6/5/2015	Per diem/Investigator trng-10 days all meals/Singh
		107490 Total	\$ 687.50		
SOLECON, INC	10-44-6660	107491	\$ 210.01	6/5/2015	Relocation of thermostat @ Memorial Bldg
		107491 Total	\$ 210.01		
Stanislaus County Auditor-Controller	10-21-6615	107492	\$ 4,500.00	6/5/2015	Jan-March 2015 Fire Dispatch services
		107492 Total	\$ 4,500.00		
STATE WATER RESOURCES	60-50-6635	107493	\$ 230.00	6/5/2015	WWTP operator certification app/Escatel
		107493 Total	\$ 230.00		
STAPLES ADVANTAGE	10-14-6300	107494	\$ 31.45	6/5/2015	Calculator tape/ballpoint pens
STAPLES ADVANTAGE	10-14-6300	107494	\$ (28.45)	6/5/2015	Credit on returned calculator rolls
STAPLES ADVANTAGE	10-21-6300	107494	\$ 19.68	6/5/2015	EZtouch stapler/PD
STAPLES ADVANTAGE	60-50-6300	107494	\$ 31.45	6/5/2015	Calculator tape/ballpoint pens
STAPLES ADVANTAGE	60-50-6300	107494	\$ (28.45)	6/5/2015	Credit on returned calculator rolls
STAPLES ADVANTAGE	63-56-6300	107494	\$ 31.45	6/5/2015	Calculator tape/ballpoint pens
STAPLES ADVANTAGE	63-56-6300	107494	\$ (28.44)	6/5/2015	Credit on returned calculator rolls
		107494 Total	\$ 28.69		
TelePacific Communications	10-14-6420	107495	\$ 104.44	6/5/2015	Monthly telephone service/June 2015 & long distance May 2015
TelePacific Communications	10-21-6420	107495	\$ 205.76	6/5/2015	Monthly telephone service/June 2015 & long distance May 2015
TelePacific Communications	10-45-6420	107495	\$ 104.44	6/5/2015	Monthly telephone service/June 2015 & long distance May 2015
TelePacific Communications	60-50-6420	107495	\$ 104.44	6/5/2015	Monthly telephone service/June 2015 & long distance May 2015
TelePacific Communications	63-56-6420	107495	\$ 104.45	6/5/2015	Monthly telephone service/June 2015 & long distance May 2015
		107495 Total	\$ 623.53		
The Hartford	10-14-6200	107496	\$ 159.00	6/5/2015	Surety Bond for new treasurer/Moore
		107496 Total	\$ 159.00		
T.H.E. OFFICE CITY	10-03-6300	107497	\$ 22.57	6/5/2015	Clasp envelopes
T.H.E. OFFICE CITY	10-14-6300	107497	\$ 6.09	6/5/2015	Secure stamper/Finance
T.H.E. OFFICE CITY	60-50-6300	107497	\$ 6.09	6/5/2015	Secure stamper/Finance
T.H.E. OFFICE CITY	60-50-6300	107497	\$ 22.50	6/5/2015	Dnymo labels/envelopes
T.H.E. OFFICE CITY	60-50-6300	107497	\$ (2.69)	6/5/2015	Credit for returned stapler
T.H.E. OFFICE CITY	63-56-6300	107497	\$ 5.37	6/5/2015	Nano mini stapler
T.H.E. OFFICE CITY	63-56-6300	107497	\$ 6.09	6/5/2015	Secure stamper/Finance
T.H.E. OFFICE CITY	63-56-6300	107497	\$ 22.49	6/5/2015	Dnymo labels/envelopes
T.H.E. OFFICE CITY	63-56-6300	107497	\$ (2.68)	6/5/2015	Credit for returned stapler
		107497 Total	\$ 85.83		
True Blue Veterinary Group	10-21-6208	107498	\$ 1,504.15	6/5/2015	Monthly animal control contract/spaye and neuters/April 2015



AP Check Register June 05, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
		107498 Total	\$ 1,504.15		
BECERRA SUSANA & ELENO	63-00-2010	107499	\$ 33.43	6/5/2015	Refund Check
		107499 Total	\$ 33.43		
CYPREXX SERVICES, LLC	63-00-2010	107500	\$ 69.21	6/5/2015	Refund Check
		107500 Total	\$ 69.21		
SOUZA PEGGY	63-00-2010	107501	\$ 102.80	6/5/2015	Refund Check
		107501 Total	\$ 102.80		
CORNEJO MAYRA	63-00-2010	107502	\$ 31.58	6/5/2015	Refund Check
		107502 Total	\$ 31.58		
MASAL INC.	63-00-2010	107503	\$ 20.36	6/5/2015	Refund Check
		107503 Total	\$ 20.36		
ROSE MANNIE & MELVIN	63-00-2010	107504	\$ 95.52	6/5/2015	Refund Check
		107504 Total	\$ 95.52		
UNIVAR USA, INC	63-56-6300	107505	\$ 411.29	6/5/2015	130 gallons sodium hypochlorite delivered/Well #6
UNIVAR USA, INC	63-56-6300	107505	\$ 762.74	6/5/2015	266 gallons sodium hypochlorite delivered/Well #8
		107505 Total	\$ 1,174.03		
VALLEY PARTS SERVICE	60-50-6300	107506	\$ 20.92	6/5/2015	Fittings/dry utility guage
VALLEY PARTS SERVICE	63-56-6530	107506	\$ 7.56	6/5/2015	NAPA 5W30 oil
VALLEY PARTS SERVICE	63-56-6530	107506	\$ 7.54	6/5/2015	Stop Leak
		107506 Total	\$ 36.02		
VARGAS GEORGE	10-22-6690	107507	\$ 50.00	6/5/2015	
		107507 Total	\$ 50.00		
Verizon Wireless	10-21-6420	107508	\$ 342.09	6/5/2015	Mobile broadband services 5-18-15 to 6-18-15/PD
		107508 Total	\$ 342.09		
Westside Landscape & Concrete	71-07-7505	107509	\$ 1,800.30	6/5/2015	Rototill/level/grade and planting of Mem Bldg landscape
		107509 Total	\$ 1,800.30		
		Grand Total	\$ 154,524.67		



Manual Check Register

June 05, 2015

Vendor	Fund-Dept-Acct	Amount	Date	Check #	Description
Department of Motor Vehicles	60-50-7010	\$ 1,997.50	107447	6/1/2015	Sales tax and transfer fees for 2004 Ford Water Truck
		\$ 1,997.50		107447 TOTAL	
		\$ 1,997.50		Grand Total	



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

1. **Call To Order** - Mayor Katen 6:32 P.M.
2. **Roll Call** - **PRESENT:** Graham, Candea, Martina And Mayor Katen.
ABSENT: Davis.
3. **Items From The Public** - None.
4. **Adjourn To Closed Session** - 6:33 P.M.
 - 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 - 7:01 P.M.

No Reportable Action Was Taken.

5. Adjournment.

ACTION: On Motion By Graham Seconded By Katen, The Meeting Was Adjourned At 7:02 P.M. By The Following Vote: **AYES:** Graham, Candea, Martina And Mayor Katen; **NOES:** None; **ABSENT:** Davis; **NOT PARTICIPATING:** None.



MINUTES
NEWMAN CITY COUNCIL
REGULAR MEETING MAY 26, 2015
CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET

1. **Call To Order** - Mayor Katen 7:06 P.M.
2. **Pledge Of Allegiance.**
3. **Invocation** - Mayor Pro Tem Martina.
4. **Roll Call** - **PRESENT:** Graham, Candeia, Martina And Mayor Katen.
ABSENT: Davis.
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 May 12, 2015 Meeting.
 - d. Adopt Resolution No. 2015-21, Adopting A Paid Sick Leave Policy Pursuant To AB 1522 For Part-Time Employees.
 - e. Adopt Resolution No. 2015-22, Approving An Escheatment Policy For Unclaimed Money.
 - f. Adopt Resolution No. 2015-23, Ratifying Memorandum Of Understanding Between The City Of Newman And The Operating Engineers Local #3 Miscellaneous Bargaining Unit.
 - g. Adopt Resolution No. 2015-24, Authorizing A Change In CalPERS Employer Paid Member Contributions.

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

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.

Council Member Graham Inquired As To What Would Be Done With Funds Collected From The Per Lot Aquatic Center Fee If No Aquatic Center Was Built.

City Manager Holland Stated That The City Would Continue To Collect And Hold The Aquatic Center Fees Until An Aquatic Center Was Built. He Added That If Another Funding Source For The Aquatic Center Was Secured, Then The Aforementioned Fees Could Be Used To Pay Down Aquatic Center Debt.

Mayor Katen Opened The Public Hearing At 7:11 P.M.

There Being No Public Comment, Katen Closed The Public Hearing At 7:12 P.M.

On Motion By Martina Seconded By Candea, Ordinance No. 2015- , Approving A Three (3) Year Time Extension For The Development Agreement No. 08-02 Mattos Ranch, Was Introduced By Council Member Martina, And Had Its First Reading By Title Only, By The Following Vote: AYES: Graham, Candea, Martina And Mayor Katen; NOES: None; ABSENT: Davis; NOT PARTICIPATING: None.

- b. Second Reading And Adoption Of Ordinance No. 2015-2, 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.

Mayor Katen Inquired About The City's Current Conservation Efforts.

Public Works Director Kim Indicated That Between February 2014 And December 2014 The City Of Newman Achieved A 24.9 Percent Reduction In Water Use. Kim Noted That The State Imposed A Mandatory Water Reduction Of 24 Percent Based On The City's Water Use From July 2014 To September 2014. He Mentioned That Most Other Local Cities Mandatory Water Reduction Requirements Were Much Higher Than Newman's.

Ilona Csendes, 695 Hagerman Peak Drive, Stated That It Was Unfair That Farmers Can Use Water At Any Time And Use Water From The Same Aquifer.

City Manager Holland Noted That This Ordinance Would Only Apply To Properties Located Within The City Limits.

Bobby Williams, 683 Hagerman Peak Drive, Confirmed That The City Would Be Entering Stage Two When The Water Conservation Ordinance Became Effective.

Paul Webb, 732 Oxalis Drive, Asked About The Stages And When They Would Take Effect.

City Manager Holland Noted That Initially, The City Would Enact Stage Two When The Proposed Ordinance Became Effective. Holland Noted That If The City Was Not Meeting The Imposed 24 Percent Mandatory Water Reduction, Then The City Would Ask The Council To Consider Authorizing Stage Three Of The Water Conservation Ordinance.

Marlena Cardinal, 1405 Eucalyptus Ave, Inquired About the Consequences Of Violating The Ordinance.

City Manager Holland Stated That The City Would Utilizing An Education Program To Try To Gain Compliance But Noted That Fines Would Be Imposed For Repeat Offenders.

Mayor Katen Opened The Public Hearing At 7:16 P.M.

There Being No Further Public Comment, Katen Closed The Public Hearing At 7:29 P.M.

ACTION: Ordinance No. 2015-2, 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, Had Its Second Reading By Title Only. On A Motion By Graham Seconded By Martina, Said Ordinance Was Adopted And Staff Was Authorized To Prepare And Publish A Summary Of The Ordinance By The Following Vote: AYES: Graham, Candea, Martina And Mayor Katen; NOES: None; ABSENT: Davis; NOT PARTICIPATING: None.

10. Regular Business

- a. Adopt Resolution No. 2015-25, Adopting Local Goals And Policies For Community Facilities Districts.

ACTION: On Motion By Candea Seconded By Martina, Resolution No. 2015-25, A Resolution Adopting Local Goals And Policies For Community Facilities Districts, Was Adopted By The Following Vote: AYES: Graham, Candea, Martina And Mayor Katen; NOES: None; ABSENT: Davis; NOT PARTICIPATING: None.

- b. Adopt Resolution No. 2015-26, Rejecting Bid For The Skate Plaza Project And Authorize Staff To Restructure And Re-Bid Said Project.

ACTION: On Motion By Graham Seconded By Candea, Resolution No. 2015-26, A Resolution Rejecting Bid For The Skate Plaza Project And Authorize Staff To Restructure And Re-Bid Said Project, Was Adopted By The Following Vote: AYES: Graham, Candea, Martina And Mayor Katen; NOES: None; ABSENT: Davis; NOT PARTICIPATING: None.

- c. Adopt Resolution No. 2015-27, 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.

Council Member Martina Inquired About Additional Underground Work And Asked If All the Underground Work Be Taken Care Of During the First Phase Or Would They Need To Cut Into The Intersection Again At a Later Time.

City Manager Holland Noted That All The Conduits And Footings For The Intersection Lights Would Be Installed As Part Of The Initial Phase Even Though The Traffic Lights Would Not Be Able To Be Installed Until A Later Date. Holland Stated That The City Would Not Cut Into The Intersection After It Was Initially Installed And May Even Add Extra Conduits As An Extra Added Measure.

ACTION: On Motion By Graham Seconded By Candea, Resolution No. 2015-27, A Resolution 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, Was Adopted By The Following Vote: AYES: Graham, Candea, Martina And Mayor Katen; NOES: None; ABSENT: Davis; NOT PARTICIPATING: None.

- d. Adopt Resolution No. 2015-28, 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.

ACTION: On Motion By Martina Seconded By Candea, Resolution No. 2015-28, A Resolution 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, Was Adopted By The Following Vote: AYES: Graham, Candea, Martina And Mayor Katen; NOES: None; ABSENT: Davis; NOT PARTICIPATING: None.

- e. Report On The Lighting And Landscape Maintenance District For Fiscal Year 2015-2016

- I. Adopt Resolution No. 2015-29, Approving The Annual Report For The Lighting And Landscape Maintenance District For Fiscal Year 2015-2016.

ACTION: On Motion By Martina Seconded By Graham, Resolution No. 2015-29, Approving The Annual Report For The Lighting And Landscape Maintenance District For Fiscal Year 2015-2016, Was Adopted By The Following Vote: AYES: Graham, Candea, Martina And Mayor Katen; NOES: None; ABSENT: Davis; NOT PARTICIPATING: None.

II. Adopt Resolution No. 2015-30, Declaring Its Intention To Levy And Collect Assessments For The Lighting And Landscape Maintenance District For Fiscal Year 2015-2016.

ACTION: On Motion By Martina Seconded By Candea, Resolution No. 2015-30, Declaring Its Intention To Levy And Collect Assessments For The Lighting And Landscape Maintenance District For Fiscal Year 2015-2016, Was Adopted By The Following Vote: AYES: Graham, Candea, Martina And Mayor Katen; NOES: None; ABSENT: Davis; NOT PARTICIPATING: None.

- f. Adopt Resolution No. 2015-31, 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.

Council Member Martina Noted That The City Had Experienced Two Large Flood Events In The 1990s.

ACTION: On Motion By Graham Seconded By Martina, Resolution No. 2015-31, A Resolution 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, Was Adopted By The Following Vote: AYES: Graham, Candea, Martina And Mayor Katen; NOES: None; ABSENT: Davis; NOT PARTICIPATING: None.

11. Items From District Five Stanislaus County Supervisor.

Supervisor DeMartini Reported That The West Side Healthcare Taskforce Cooking Class In Patterson Had Proved To Be A Successful Event. DeMartini Mentioned That The Annual West Side Walks Campaign Would Begin In Newman, Patterson And Gustine On June 3rd And Continue Every Wednesday Evening Through July 22, 2015. The Supervisor Reminded Everyone That The Annual Health Summit Would Be Held On Thursday, August 20, 2015 At Noon In Newman And Indicated That The Weigh Out For The Weight Loss Contest Would Be In Gustine On October 15th.

12. Items From The City Manager And Staff.

City Manager Holland Reported That The City Was Making Progress With Regards To The Possibility Of Sharing Personnel With The West Stanislaus Fire District. Holland Commended Mayor Katen For How He Represented The City Of Newman At The Last City Selection Committee Meeting.

Chief Richardson Reported That Police Body Cameras Are Becoming An Issue Due To The Processing Of The Video And Stated That He Thought It Would Take Up To A Couple Of Years Before Final Approved Processes And Regulations Were Developed. Richardson Mentioned That Even The Courts Are Confused At How To Handle The Video. He Noted That In The Meantime, The City Would Still Continue Apply For Grant Funds To Obtain Body Cameras.

Council Member Martina Thank Chief Richardson For Continuing To Pursing The Body Cameras.

Public Works Director Kim Reported That City Staff Had Recently Provided A Regional Municipal Storm Water Training And Noted That the City Of Newman Is Complying With Phase Two Storm Water Requirements

Finance Director Humphries Reminded The City Council That The Budget Workshop Would Be Held At 6:00 PM On June 23rd.

City Planner Ocasio Thanked The Council For Allowing Staff To Rebid The Stake Plaza Project.

13. Items From City Council Members.

Council Member Candea Asked For An Update Regarding Sherman Ditch

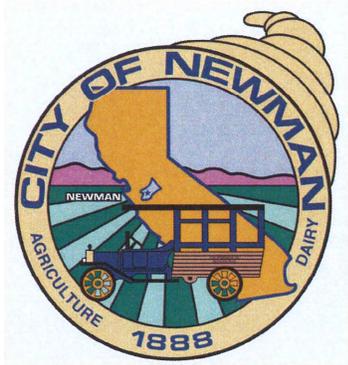
Public Works Director Kim Reported That The Ditch Is Being Cleaned Regularly And Indicated That Staff Is Also Utilizing A Vacuum Truck To Remove Standing Water. Kim Also Noted That A Pilot Program Would Be Replacing The Grass With Drought Resistant Plants. He Also Mentioned That City Staff Had Begun Removing The Small And Medium Sized Tree From The Ditch But Pointed Out That There Were Over Two-Hundred Trees That Need To Be Removed.

Council Member Martina Encouraged Everyone To Do Their Part To Try To Conserve Water. Martina Noted That The City Has Been Conserving And Thereby Setting A Good Example For The Public.

Mayor Katen Mentioned That He Had Attended The Memorial Day Ceremonies At Hills Ferry Cemetery And Commented That VFW Had Hosted A Nice Event. Katen Noted That He Had Also Attended The Recent City Selection Committee Meeting In Turlock. He Indicated That The Meeting Had Lasted About 4 Hours With Many Criticizing The Majority Of The Mayors. Katen Mentioned That He Suggested That The Other Mayors Take The High Road And Look To Work Out Their Issues And Therefore A Meeting To Revisit The Issue Would Be Held On July 8th In Newman. He Encouraged Local Residents To Attend The July 8th City Selection Committee Meeting And Voice Their Opinions.

14. Adjournment.

ACTION: On Motion By Candea Seconded By Graham And Unanimously Carried, The Meeting Was Adjourned At 8:10 P.M.



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

Date: June 4, 2015

To: Mayor and City Council

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

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

The Management/Mid-Management Group has agreed to increase their Employee Contribution Rate over the next three years to comply with AB 340 (PEPRA); where they will ultimately be responsible for the entire CalPERS Employee Contribution Rate. The attached Resolution is necessary for CalPERS to enact these 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 Group employees who are managers or mid-managers.
- 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 Group employees who are managers or mid-managers.
- 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 Group employees who are managers or mid-managers.
- 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 9th day of June, 2015 by _____, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

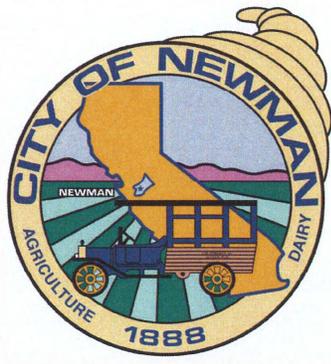
AYES:
NOES:
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

Deputy City Clerk of the City of Newman



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

Date: June 4, 2015
To: Mayor and City Council
From: Michael E. Holland, City Manager *MEH*

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

The Safety Management/Mid-Management Group has agreed to increase their Employee Contribution Rate over the next three years to comply with AB 340 (PEPRA); where they will ultimately be responsible for the entire CalPERS Employee Contribution Rate. The attached Resolution is necessary for CalPERS to enact these 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 Safety Group employees who are managers or mid-managers.
- This benefit shall consist of paying 4.0% 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 Safety Group employees who are managers or mid-managers.
- This benefit shall consist of paying 2.0% 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 Safety Group employees who are managers or mid-managers.
- 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 9th day of June, 2015 by _____, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

Deputy City Clerk of the City of Newman

APPROVAL OF HOME SUB-RECIPIENT AGREEMENT FOR FISCAL YEAR 2014-2015

RECOMMENDATION:

Authorize the City Manager to execute an agreement with the City of Turlock designating the City of Newman as a Sub-Recipient of HOME Funds for fiscal year 2015-2016.

BACKGROUND:

The City of Newman has been a part of the City of Turlock/Stanislaus County HOME Consortium for the past ten years. In order to receive HOME funds, the City must be designated as a sub-recipient; this designation is renewed on an annual basis.

ANALYSIS:

This agreement designates the City of Newman as a HOME sub-recipient of HOME funds for the 2015-2016 fiscal year. As a member of the HOME Consortium, the City of Newman has been allocated \$80,652.00 (\$78,152 program, \$2,500 administration) for this fiscal year.

FISCAL IMPACT:

Positive, the City of Newman will benefit from \$80,652.00 in HOME funding.

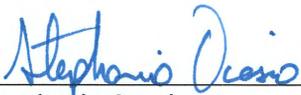
CONCLUSION:

Staff recommends that the City Council authorize the City Manager to execute said agreement with the City of Turlock.

ATTACHMENTS:

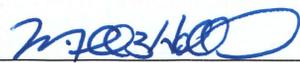
1. Annual Funding Agreement Designating City Of Newman As A Sub-Recipient Of HOME Investment Partnerships Program Funds Through The City Of Turlock/Stanislaus County HOME Consortium Fiscal Year 2015-2016

Respectfully submitted,



Stephanie Ocasio
City Planner

REVIEWED/CONCUR



Michael Holland
City Manager



**ANNUAL FUNDING AGREEMENT
DESIGNATING CITY OF NEWMAN AS A SUB-RECIPIENT OF
HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS THROUGH THE
CITY OF TURLOCK/STANISLAUS COUNTY HOME CONSORTIUM
FISCAL YEAR 2015-2016**

THIS SUBRECIPIENT AGREEMENT is made and entered into this 26th day of May 2015, by and between the **CITY OF TURLOCK**, hereafter called "TURLOCK" and the CITY OF NEWMAN, hereinafter called "MEMBER").

W I T N E S S E T H:

WHEREAS, on June 11, 2013, TURLOCK and Stanislaus County ("County"), acting on behalf of the Stanislaus Urban County, entered into an Inter-Governmental Agreement Renewing the Turlock/Stanislaus County HOME Consortium ("Cooperative Agreement") for a period of three years, with the effective dates of October 1, 2013 through September 30, 2016; to qualify for HOME Investment Partnerships Program ("HOME") funds funded through the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, members of the Turlock/Stanislaus County HOME Consortium ("Consortium") include the City of Turlock and the Stanislaus Urban County, which includes the unincorporated areas of Stanislaus County and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford (collectively "Consortium Members"); and

WHEREAS, TURLOCK serves as the lead agency of the Consortium, designated by HUD as the HOME Program Participating Jurisdiction; and

WHEREAS, TURLOCK shall disburse HOME funds for HOME-eligible activities in the Consortium Members' localities; and

WHEREAS, MEMBER must be designated a HOME Subrecipient in order to implement activities using HOME funds; and

WHEREAS, TURLOCK and MEMBER desire to enter into this Subrecipient Agreement ("Agreement") for the purpose of designating the MEMBER as a HOME subrecipient;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. Consortium Allocation, Administration Funds, Program Activities, and Agreement Term

1. Upon execution of this Agreement, MEMBER shall be designated as a HOME Sub-recipient for 2015-2016 fiscal year funds for the purpose of administering HOME-eligible activities, as further defined in subparagraph 2.d. below, in MEMBER'S locality, the funds for which shall be disbursed by TURLOCK.
2. The maximum amount of fiscal year 2015-2016 HOME funds covered by this Agreement

shall be Eighty Thousand Six Hundred Fifty-two Dollars (\$80,652), of which Seventy-eight Thousand One Hundred Fifty-two Dollars (\$78,152) shall be available for Homeowner Rehabilitation, Homebuyer, and Rental Development Program Activities as defined in subparagraphs a., b. and c. Two Thousand Five Hundred Dollars (\$2,500) shall be available for Program Administration. This funding will be disbursed on a reimbursement basis upon receipt of required program forms. In the event that HUD reduces the HOME allocation to the Consortium, MEMBER'S allocation may be reduced. Should MEMBER be unable to draw down all or a portion of its allocated administration funds by June 30, 2016, the remaining HOME funds will revert back to TURLOCK pursuant to the Re-Allocation Process described in Section I.6 below.

- a. Homeowner Rehabilitation funding will be provided for repairs and rehabilitation of owner-occupied units of income eligible person and families who meet the criteria of the HOME Program.
 - b. Homebuyer Program funding will be provided for down payment assistance for income eligible families and persons who meet the criteria of the HOME Program.
 - c. Rental Development activities will be used to acquire and or rehabilitate safe and affordable rental housing units of income eligible person and families who meet the criteria of the HOME Program.
3. This Agreement shall be in effect until June 30, 2016, or until all fiscal year 2015-2016 HOME funds are disbursed to MEMBER or for the duration of any affordability period required pursuant to 24 CFR Part 92 in conjunction with a project financed with fiscal year 2015-2016 HOME funds, whichever is longer.
 4. Any changes to this Agreement shall be subject to the review and approval of TURLOCK and shall be codified through execution of a written amendment to this Agreement.
 5. MEMBER acknowledges that there are timeliness deadlines in the commitment and expenditure of the funds in accordance with the HOME Program regulations. Failure to commit and expend the funds in a timely manner as set forth in this Agreement and as required under the 24 CFR Part 92 will result in funds being re-allocated to other Consortium activities.
 - a. MEMBER must commit funds under this Agreement to HOME-eligible projects within twelve (12) months ("Commitment Date") of the effective date of this Agreement in accordance with the definition of "commitment" as found in 24 CFR Part 92.2.
 - b. MEMBER must expend funds committed through this Agreement within four (4) years of the Commitment Date in accordance with 24 CFR 92.205(e)(2) and the definition of "project completion" as found in 24 CFR Part 92.2.
 6. **Consortium Funding Re-allocation Process** – At the end of Fiscal Year 2015-2016, HOME funds not committed by MEMBER by the Commitment Date shall be re-allocated to TURLOCK for use on other HOME-eligible activities in the Consortium, through the following process administered by TURLOCK and as outlined in the Consortium's *HOME Program Policies and Procedures Manual*.
 - a. Funding shall be available on a first-come-first-served basis to Consortium Members, with first priority given to Consortium Member jurisdictions who fully committed their annual funding allocation during Fiscal Year 2015-2016 and who demonstrate an active pipeline of homeowner rehabilitation and/or homebuyer projects which will be completed within six (6) months after the end of the Agreement Term (i.e., by

- December 31, 2016).
- b. Re-allocated funding requests shall be made by Member Jurisdiction(s) no earlier than July 15, 2016 and no later than September 30, 2016.
 - c. Funding not committed through the Re-allocation Process by September 30, 2016 shall be prioritized for development activities.

II. Activities and Program Delivery

1. As a subrecipient, MEMBER is responsible for identifying, selecting and implementing HOME-eligible activities within its jurisdiction. This includes contracting for the performance of these activities with other entities for HOME-eligible activities. In its role as subrecipient, MEMBER is responsible for fulfilling all the requirements of the HOME Program and for ensuring that HOME requirements are fulfilled by its contractors, as applicable.
2. MEMBER is responsible for managing Fiscal Year 2015-2016 HOME funds in a manner satisfactory to TURLOCK and consistent with the standards, policies and procedures required as a condition of providing these funds under 24 CFR Part 92 and as outlined in the Consortium's *HOME Program Policies and Procedures Manual*.
3. **Exhibit A** attached hereto contains MEMBER's projected HOME activities to be undertaken during the 2015-2016 fiscal year, including the number of units to be assisted through Housing Rehabilitation Activities, the number of units to be assisted through Homebuyer Activities, the number of units to be assisted through Rental Development, the projected budget for each activity, tasks to be performed, projected schedule for commitment of funding, projected schedule for completing the activity, and proposed sources of match.
4. MEMBER is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the National Environmental Protection Act and 24 CFR 58. A copy of any such review shall be sent to TURLOCK for TURLOCK's review, approval and formal signature as Responsible Entity, prior to MEMBER entering into a commitment of HOME funds for the subject activity.
5. MEMBER agrees that prior to project commitment, it shall conduct an underwriting and subsidy layering analysis for each HOME-funded project proposed to be funded with Fiscal Year 2015-2016 HOME funds as required by the standards, policies and procedures outlined in the Consortium's *HOME Program Policies and Procedures Manual* and if applicable by activity type.
6. MEMBER agrees that any HOME-eligible activities funded through this Agreement shall be confirmed with a written contract that contains the provisions specified in 24 CFR Part 92.504. In addition, any contract made between MEMBER and another entity for the use of HOME funds pursuant to this Agreement shall comply with all applicable HOME regulations and shall be enforced by deed restriction where applicable. The form of the contract and deed restriction shall be approved by TURLOCK in advance of its execution. A copy of all contracts for HOME-funded activities shall be made available to TURLOCK upon request.
7. MEMBER agrees to abide by uniform administrative requirements stated in 24 CFR Part 92.505, specifically MEMBER agrees to comply with the requirements of Office of

Management and Budget (OMB) Circular No. A-87 (2 CFR Part 225), "Cost Principles for States, Local, and Indian Tribal Governments", and 24 CFR Part 85 (the "common rule"), "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments". The requirements of 2 CFR part 230 (OMB Circular No. A-122) and requirements of 24 CFR part 84 apply to subrecipients receiving HOME funds that are nonprofit organizations and that are not a governmental subrecipient:

8. To comply with the HOME regulation at 24 CFR Part 92.502(c)(2) that funds be spent within 15 days of disbursement, MEMBER shall request reimbursement of expenditures from TURLOCK. The amount of the reimbursement request may not exceed the amount needed by MEMBER and MEMBER shall expend program income before requesting a reimbursement from TURLOCK.
9. MEMBER agrees that program income and assets will be retained by MEMBER and must be accounted for and kept separately from other funds in compliance with HOME regulations. MEMBER shall report on program income in compliance with the policies and procedures outlined in the Consortium's *HOME Program Policies and Procedures Manual*.
10. Loan repayments, interest or other return on MEMBER's investments of HOME funds disbursed through this contract shall be collected by MEMBER and MEMBER may retain payments for future activities funded with HOME funds in accordance with HOME regulations.
11. Upon expiration of this Agreement, MEMBER must transfer to TURLOCK any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.
12. TURLOCK and MEMBER will cooperate in the preparation of, and will furnish any and all information required for reports to be prepared as may be required by HOME regulations including but not limited to the Consolidated Plan, the annual performance report and any quarterly reports required by TURLOCK.
13. MEMBER shall ensure that written agreements with for-profit owners or developers, nonprofit owners or developers or sponsors, subrecipients, homeowners, homebuyers, tenants (or landlords) receiving tenant-based rental assistance, or contractors are prepared in accordance with 24 CFR 92.504. Such agreements must state if repayment of HOME funds or recaptured HOME funds must be remitted to TURLOCK or retained by MEMBER for additional eligible activities.
14. TURLOCK and MEMBER shall maintain, on a current basis, complete records, including, but not limited to, contracts, books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this contract in accordance with HOME regulations. To the extent permitted by law, TURLOCK and MEMBER will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract. Records shall be maintained for a period of five (5) years or in accordance with 24 CFR Part 92.508(c), whichever is longer.

III. Administrative and Financial Requirements

1. MEMBER shall comply with 24 CFR Parts 84.20 and 85.20 and Treasury Circular 1075 and comply with the following financial management standards.
 - a. *Accounting Standards* - MEMBER agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
 - b. *Auditing* - MEMBER shall retain all books, records, and other documents to this contract for five (5) years after reconveyance and affordability period, whichever is longer. The U.S. Comptroller General and his representatives are vested with the authority to:
 - i. Examine any records of MEMBER or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or any subcontract; and
 - ii. Interview any officer or employee of MEMBER or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.
 - iii. Additionally, HOME provides authority for any representatives of an appropriate Inspector General to examine any records or interview any employee or officers of MEMBER or its subcontractors working on this contract. MEMBER is advised that any representatives of an appropriate Inspector General appointed have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors, or other firms working on this contract. This right of examination shall also include inspection at all reasonable times of MEMBER plans, or parts of them, engaged in performing the agreement. Any deficiencies noted in audit reports must be fully cleared by TURLOCK within thirty (30) days after receipt by MEMBER. TURLOCK shall have, in addition to any other audit or inspection right in this Agreement, all the audit and inspection rights contained in this section, including the right to monitor MEMBER for its performance under the terms and provisions of this Agreement and MEMBER's use of fiscal year 2015-2016 HOME funds.
2. *Close-outs* - MEMBER's obligation to TURLOCK shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to TURLOCK), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that MEMBER has control over HOME funds.
3. *Compliance* - MEMBER shall comply with current HUD policy concerning uniform administrative requirements and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.)

shall revert to the TURLOCK upon termination of this agreement. (Refer to 24 CFR Part 85).

4. *OMB Standards* - Unless specified otherwise within this agreement, MEMBER shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.
5. *Fees* – MEMBER may not charge servicing, origination, or other fees for the costs of administering the HOME program, except as permitted by § 92.214(b)(1).
6. *Land Covenants* - This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352). In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, MEMBER shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the MEMBER and the United States are beneficiaries of and entitled to enforce such covenants. MEMBER, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

IV. Other Federal Requirements

1. The Federal requirements set forth in 24 CFR Part 5, subpart A, are applicable to MEMBER, inclusive of: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace.
2. MEMBER shall carry out each HOME activity in compliance with all Federal laws and regulations described in subpart H of the HOME Rule at 24 CFR Part 92, with the exception that TURLOCK shall review and approve the environmental review before HOME funds are committed, as noted in Section II.4 above. These requirements are further specified as follows:
 - a. *Affirmative Marketing* – MEMBER must follow the Consortium’s affirmative marketing procedures and requirements for rental and homebuyer projects containing five (5) or more HOME-assisted housing units. Affirmative marketing requirements and procedures also apply to all HOME-funded programs, including, but not limited to, tenant-based rental assistance and down-payment assistance programs. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability. If a written agreement with a project owner permits the rental housing project to limit tenant eligibility or to have a tenant preference in accordance with §92.253(d)(3), the Consortium’s affirmative marketing procedures and requirements shall apply in the context of the limited/preferred tenant eligibility for the project.
 - b. *Affirmative Action - Approved Plan* - MEMBER agrees that it shall be committed to carry out pursuant to the applicable provisions of 24 CFR 92.351 the Affirmative Action Program in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1966.

- i. *Women and Minority-Owned Businesses (W/MBE)* - MEMBER will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. MEMBER may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
 - ii. *Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement* - MEMBER, in all solicitations or advertisements for employees placed by or on behalf of MEMBERS, will state that it is an Equal Opportunity or Affirmative Action employer, in accordance with 24 CFR 5.105.
 - iii. Public notices, job vacancies should be published in minority publications whenever possible.
- c. *Displacement, Relocation, and Acquisition* – MEMBER shall ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME funds. To the extent feasible, residential tenants must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building/complex upon completion of the project. MEMBER shall adhere to each of the provisions of 24 CFR 92.353 with respect to a person (family individual, business, nonprofit organization, or farm, including any corporation, partnership or association) that moves from real property or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted with HOME funds. Temporary relocation is required pursuant to 24 CFR 92.353(b) for residential tenants who will not be required to move permanently, but who must relocate temporarily for the project. The acquisition of real property for a project is subject to the URA and the requirements of 49 CFR Part 24, Subpart B.
- d. *Labor Standards* – MEMBER shall ensure that every contract for the construction (rehabilitation or new construction) of housing that includes twelve (12) or more units assisted with HOME funds must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-276a-5), to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332). The HOME Program requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid

wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The following standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated into this contract and any subcontracts for HOME-funded activities subject to the Labor Standards provisions of the Davis-Bacon Act.

- i. *Prevailing Wage* – MEMBER will comply with the minimum wage and maximum hourly provisions of the Fair Labor Standards Act, and applicable provisions of the Davis-Bacon Act and the Contract Work Hours Standards Act. Inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project should be directed to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.
- ii. *Salaries* - The salaries paid under this contract shall be in accordance with the following provision of OMB Circular A-87 and 24 CFR Part 92.207 (a) (1) Eligible Administrative and Planning Costs.
- iii. *General*. Compensation for personal services includes all remuneration, paid currently or accrued, for services rendered during the period of performance under the grant agreement, including but not necessarily limited to wages, salaries, and supplementary compensation and benefits. The costs of such compensation are allowable to the extent that total compensation for individual employees: (1) is reasonable for the service rendered, (2) follows an appointment made in accordance with State, Local, or Indian Tribal Government laws and rules and which meets Federal merit system or other requirements, where applicable. Compensation for employees engaged in federally assisted activities will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the State, Local, or Indian Tribal Government. In cases where the kinds of employees required for the federally assisted activities are not found in the other activities of the State, Local, or Tribal Government, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the employing government competes for the kind of employees involved. Compensation surveys providing data representative of the labor market involved will be an acceptable basis for evaluating reasonableness.
- iv. MEMBER may, at its discretion, complete a salary comparability study within the intent of OMB Circular A-87, Paragraph 10(a).
- e. *“Section 3” Clause* – Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided

under this contract and binding upon the TURLOCK. MEMBER certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements. MEMBER further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

- i. *"The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."*
- ii. MEMBER further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
- iii. MEMBER certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.
- iv. MEMBER agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- v. MEMBER will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the HUD. MEMBERS will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has

first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- f. *Lead-based paint* - Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, M and R.
- g. *Conflict of Interest* - In the procurement of property and services by MEMBER and any subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of 24 CFR 92.356(b) through (f) apply. No member, officer, or employee of TURLOCK or MEMBER or their designees or agents, including employees, agents, consultants, officers, or elected or appointed official of community and advisory agencies that assist MEMBER in developing the projects, who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with the program assisted under the grant. MEMBER agrees to incorporate or cause to be incorporated in all its agreements with its designees or agents, and including the above described groups, and in all agreements, contracts and subcontracts for work to be performed in connection with the program assisted under the grant, including agreements with MEMBERS as defined in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.

V. General Requirements

1. *Architectural Barriers Act of 1968* - The Architectural Barriers Act of 1968 U.S.C. 4151 is applicable to this agreement and requires that the design of any facility constructed with funds from this title comply with the "American Standard Specifications for Making Buildings and Facilities Accessible, and Usable by, the Physically Handicapped," Number A-117.1-19 as modified (42 CFR 101-17.703). It will require that the design of any building constructed or rehabilitated with funds paid to MEMBER by TURLOCK under this Agreement will comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Useable by the Physically Handicapped".
2. *Section 504* - MEMBER agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.
3. *Prohibited Activity* - MEMBER is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and similar activities. Likewise, MEMBER is prohibited from engaging in nepotism.
4. MEMBER shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
5. MEMBER agrees to comply with all requirements, which are now, or which may

hereafter be imposed by HUD for the HOME Program, as well as such requirements as may be imposed by the Consortium.

6. MEMBER agrees that it will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Acts of 1964, and that no person in the United States shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation or any other non-merit factors be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available to TURLOCK and MEMBERS pursuant to this contract.
 - a. Deny any services or other benefit provided under the program or activity;
 - b. Provide any service or other benefit which is different or is provided in a different form from that provided to others under the program or activity;
 - c. Subject to segregated or separate treatment in any facility in or in any manner or process related to receipt of any service or benefit under the program or activity;
 - d. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity;
 - e. Treat an individual differently from others in determining whether that individual satisfies any admission enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any services or other benefit provided under the program or activity; or
 - f. Deny an opportunity to participate in a program or activity as an employee.
7. MEMBER shall comply with Executive Order 13166 to improve access to services for persons with Limited English Proficiency ("LEP") including developing a Language Access Plan.
8. MEMBER agrees to defend, indemnify and hold harmless TURLOCK and its officers, employees and agents from any and all acts, claims, omissions, liabilities, and losses by whomever asserted arising out of acts or omissions of MEMBER in the performance of the scope of work except those arising by reason of the sole negligence of TURLOCK, its officers, employees or agents.
9. TURLOCK agrees to defend, indemnify and hold harmless MEMBER and its officers, employees and agents from any and all acts, claims, omissions, liabilities, and losses by whomever asserted arising out of acts or omissions of TURLOCK in the performance of the scope of work except those arising by reason of the sole negligence of MEMBER, its officers, employees or agents.
10. If MEMBER withdraws from the Consortium and it becomes a HOME Participating Jurisdiction, at MEMBER'S request and with HUD approval TURLOCK shall transfer to MEMBER any accounts receivable attributable to MEMBER'S allocation of HOME funds, any MEMBER'S allocation of HOME funds, and any Program Income attributable to MEMBER'S HOME allocation on hand at the time that MEMBER withdraws from the Consortium. Along with this transfer, MEMBER shall assume all obligations and responsibilities attributable to such funds, and TURLOCK shall be relieved of all such

obligations and responsibilities.

- 11. If MEMBER withdraws from the Consortium and does not become a HOME Participating Jurisdiction, TURLOCK shall retain any accounts receivable attributable to MEMBER'S allocation of HOME funds, any MEMBER'S allocation of HOME funds, and any Program Income attributable to MEMBER'S HOME allocation on hand at the time that MEMBER withdraws from the Consortium. TURLOCK shall retain all obligations and responsibilities attributable to such funds.
- 12. If MEMBER materially fails to comply with any term of this Agreement, suspension or termination of MEMBER as a sub-recipient of HOME funds may occur as specified in 24 CFR Part 85.43. TURLOCK may utilize remedies for noncompliance as stipulated in §85.43(a).
- 13. Any and all notices, writings, correspondences, etc., as required by this Agreement shall be directed to MEMBER and TURLOCK as follows:

MEMBER

Michael E. Holland, City Manager
 CITY OF NEWMAN
 938 Fresno Street
 Newman, CA 95360
 (209) 862-3725

TURLOCK

Maryn Pitt, Manager
 Housing Program Services Division
 156 South Broadway, Suite 250
 Turlock CA 95380
 (209) 668-5610

- 14. This Agreement may be amended only by written agreement of the parties hereto.

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

CITY OF TURLOCK

CITY OF NEWMAN

By: _____
 Roy W. Wasden, City Manager

By: _____
 Michael E. Holland, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
 Phaedra A. Norton, City Attorney

By: _____
 Tom P. Hallinan, City Attorney

ATTEST:

By: _____
 Kellie E. Weaver, City Clerk

**EXHIBIT A to Subrecipient Agreement for HOME Funds between City of Turlock and Member Jurisdiction
Turlock/Stanislaus County HOME Consortium
ACTIVITY TYPE, GOALS, BUDGET, TASKS & SCHEDULE**

Member Jurisdiction Name:	NEWMAN	<i>*FY15-16 Allocation TOTAL is amount noted in FY15-16 Funding Agreement for Homebuyer and Homeowner Rehab Activities (total excludes Program Administration allocation). **Program Income amount is an estimate only; not included in amount in Section I.2 of Agreement.</i>				
Fiscal Year:	2015-2016					
Member's Program Activity Allocation (for Homebuyer & Rehab):	\$78,152					
Goals by Household Income Level						
Homebuyer Downpayment Assistance	FY Goals	<30% AMI	31-50% AMI	51-60% AMI	61-80% AMI	TOTAL
Projected Number of Units to be Assisted	1				1	1
FY 2015-16 Allocation for Homebuyer Activity	\$ 40,000					
HOME Program Income (estimated)**	\$ 0					
Projected Commitments	1				1	1
Projected Completions	1				1	1
General description of tasks to be completed under activity: First Time Homebuyers Down Payment assistance in the form of a 20% down loan deferred for 10 years at 3% simple interest to income eligible (80% AMI or less) applicants. Applicants are assisted on a first come first serve basis.						
Schedule for Completion of tasks: Fiscal year 2015/2016						
Proposed source(s) of match (as applicable): Matching will be obtained through eligible sources as available to meet the HOME requirements.						
Goals by Household Income Level						
Single Family Owner-Occupied Rehabilitation	FY Goals	<30% AMI	31-50% AMI	51-60% AMI	61-80% AMI	TOTAL
Projected Number of Units to be Assisted	1				1	1
FY 2015-2016 Allocation for Activity	\$38,152					
HOME Program Income (estimated)**	\$ 0					
Projected Commitments	1				1	1
Projected Completions	1				1	1
General description of tasks to be completed under activity: Residential Rehabilitation Program that will loan/grant the cost of repairs (to eliminate health and safety hazards) to income eligible (80% AMI or less) applicants. Applicants are assisted on a first come first serve basis.						
Schedule for Completion of tasks: Fiscal year 2015/2016						
Proposed source(s) of match (as applicable): Matching will be obtained through eligible sources as available to meet the HOME requirements.						
Goals by Household Income Level						
Total Annual Goals (All Activities)		<30% AMI	31-50% AMI	51-60% AMI	61-80% AMI	TOTAL
Projected Number of Units to be Assisted	2	0	0	0	2	2
FY 2015-2016 Allocation TOTAL*	\$78,152					
HOME Program Income (estimated)**	\$ 0					
Projected Commitments	2	0	0	0	2	2
Projected Completions	2	0	0	0	2	2

Honorable Mayor and Members
of the Newman City Council

**APPROVE FISCAL YEAR 2015-2016 ANNUAL BUDGET AS PRESENTED
IN THE PRELIMINARY BUDGET DOCUMENT**

RECOMMENDATION:

It is recommended that the Newman City Council approve the following:

1. Resolution No. 2015- , adopting the 2015-2016 Annual Budget
2. Resolution No. 2015- , establishing the appropriations limit for Fiscal Year 2015-2016.

BACKGROUND:

The Fiscal Year 2015-16 Preliminary Budget was presented to the City Council on June 9th at the Budget Workshop. This budget puts forth staffs recommended spending plans of the City for all funds for the 2015-16 Fiscal Year. The budget includes the salaries and benefits of all city employees, operating costs of all city departments, the cost of the year's debt service payments, and the cost of various capital projects to be undertaken during the year.

The appropriations limit is required to be established every year. Proposition 4 passed in 1979 and Proposition 111 passed in 1990, known as the Gann Initiative, creates a restriction on the amount of revenue which can be appropriated in any fiscal year. The limit is based on actual appropriations during the 1978-79 fiscal year (based year), and is allowed to increase each year based upon the calculation using a percentage change in population at of January 1 of each year in conjunction with a change in the cost of living from previous fiscal year. These calculations are provided to us by the California Department of Finance each May. The fiscal year 2015-16 appropriations limit is \$12,144,024. The City's budgeted appropriation subject to limit from proceeds of taxes is \$5,109,064. Therefore, the City's appropriation is under the legal limit by \$7,034,960. The Gann Limit calculation is shown on Exhibit A of the resolution.

ANALYSIS:

All funds are projected to end the fiscal year with positive balance; with the exception of Fund 17 – State Grants, Fund 20 – County, CDBG, and Fund 42 – Storm Drain. Fund 17 is due to the timing of receipt of funds. Fund 20 is due to the timing of receipt of funds. Fund 42 is due to outstanding fee credits which decline as development continues.

Adoption of the budget includes:

1. Appropriating \$4,632,004 for the General Fund as shown on page 14 of the Preliminary Budget.
2. Appropriating \$4,031,379 for Special Revenue Funds as shown on page 50 of the Preliminary Budget.
3. Appropriating \$3,925,059 for Enterprise Funds as shown on page 90 of the Preliminary Budget.
4. Appropriating \$1,023,619 for Capital Project Funds as shown on page 102 of the Preliminary Budget.

FISCAL IMPACT:

The City's General fund is projected to end the fiscal year with a \$2,264,257 balance as shown on page 5 of the Preliminary Budget. The deficit of \$(429,745) includes a conservative estimate for expenditures and revenues. We expect to achieve a much more positive result by the end of the fiscal year.

CONCLUSION:

Staff has worked diligently to minimize this deficit. Staff recommends that Council approve the preliminary budget as presented. The spending plan for 2015-16 continues to provide the valuable services the citizens of Newman have come to expect and deserve from the City.

ATTACHMENTS:

1. Resolution No. 2015- A Resolution Adopting City of Newman Budget
2. Resolution No. 2015- A Resolution Establishing Appropriation Limit
3. EXHIBIT A - City of Newman - Appropriations Calculations (Gann Limit) and letter from DOF.

Respectfully submitted:


Lewis A. Humphries
Finance Director

REVIEWED/CONCUR:


Michael E. Holland
City Manager

RESOLUTION NO. 2015-

A RESOLUTION ADOPTING THE BUDGET FOR FISCAL YEAR 2015-2016

WHEREAS, the City Council of the City of Newman has reviewed the Preliminary Budget for the Fiscal Year 2015-2016; and

WHEREAS, included in said budget are the necessary estimates of anticipated revenues and assessed evaluations of the properties subject to taxation by the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newman hereby adopts the Budget for The Fiscal Year 2015-2016.

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

Deputy City Clerk of the City of Newman

RESOLUTION NO. 2015-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN ESTABLISHING
FISCAL YEAR 2015-2016 APPROPRIATIONS LIMITATION**

WHEREAS, Article 13b of the California Constitution refers to a governmental entity's requirement for the establishment of an appropriations limit; and

WHEREAS, Senate Bill 1352, Chapter 1205, 1980, statutes adds Revenue and Taxation Code, Section 7910 which requires each local government to establish its appropriation limits by resolution each year at a regularly scheduled meeting.

NOW, THEREFORE, BE IT RESOLVED that the City of Newman's appropriations limitation for Fiscal Year 2015-2016 shall be \$12,144,024 as per Exhibit "A" attached.

BE IT FURTHER RESOLVED that any challenge to the appropriations limits as per the above mentioned government codes must be brought to the City of Newman's attention within sixty (60) days of the effective date of this resolution.

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

Deputy City Clerk of the City of Newman

EXHIBIT "A"

**CITY OF NEWMAN
APPROPRIATIONS LIMITATION**

The appropriations limitation imposed by Proposition 4 and modified by Proposition 222 creates a restriction on the amount of revenue that can be appropriated in any fiscal year. The revenues, which are subject to the limitation, are those considered "proceeds of taxes." The basis for calculating the limit began in 1978-79 (base year established by Proposition 13) and is increased each year based on population growth and inflation.

FY 2014-2015 Limitation \$11,654,366

Annual Adjustments:

Change in population (California Department of Finance) = 0.54%

Change in per capita personal income (Department of Finance) = 3.82%

Population Factor Converted to a Ratio $\frac{0.54+100}{100}$ = 1.0054

Per Capita Factor Converted to a Ratio $\frac{3.82+100}{100}$ = 1.0382

Calculation of FY 2014-2015 Limitation

\$11,634,366 X 1.0054 X 1.0382 = **\$12,144,024**

Honorable Mayor and Members
of the Newman City Council

REPORT ON APPOINTMENT TO FILL A VACANCY ON THE PLANNING COMMISSION

RECOMMENDATION:

Consider appointment of a new Planning Commission member.

BACKGROUND:

As a result of Lorna Sloan's resignation in January of this year, the City still has one vacancy on the Planning Commission. Staff has published notices in the West Side Index, on the City's website and posted the vacancies at City Hall. The City Council, at its February 24, 2015 regular meeting, appointed former Council Member E. Timothy Parker and reappointed commissioners Deborah Allan and Leland Coleman to the Planning Commission but the aforementioned seat remained vacant.

ANALYSIS:

After several months without receiving any new applications, the City recently received an application for the Planning Commission vacancy from Marlena J. Cardinal. Her Application for Citizen Service is attached for your review. Potential questions for the candidate will be provided to the Council at the meeting should you decide to interview.

It is critical that the Planning Commission have a complete membership to ensure quorums and timely processing of application submittals. This appointment would be effective immediately and be for the remainder of the four year term that expires in February of 2016.

FISCAL IMPACT:

N/A

CONCLUSION

Given recent challenges in recruiting for Citizen Service, staff requests that the Council consider the appointment of one new Planning Commissioner and thereby fill the last vacant seat on the Commission (completing the full membership).

ATTACHMENTS:

1. Copies of the candidate's Application for Citizen Service.
2. Copies of the letters sent to the candidate apprising her of the interview/appointment process.

Respectfully submitted,

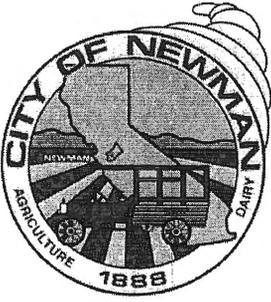


Stephanie Ocasio
City Planner

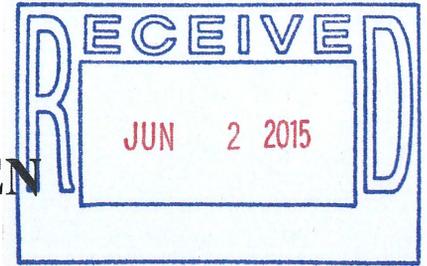
REVIEWED/CONCUR:



Michael E. Holland
City Manager



City of Newman APPLICATION FOR CITIZEN SERVICE



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

NAME: Marlena J. Cardinal

ADDRESS: 1405 Eucalyptus Avenue

OCCUPATION: Caretaker

EDUCATION: (List highest year completed and all degrees): High School Diploma plus the equivalent of 2 years of college. Numerous corporate sponsored courses in business management, marketing, business finance, computer technology, web site construction and more. Took classes at San Jose State and Monterey Peninsula College

Are there any workday evenings you could not meet? Yes No

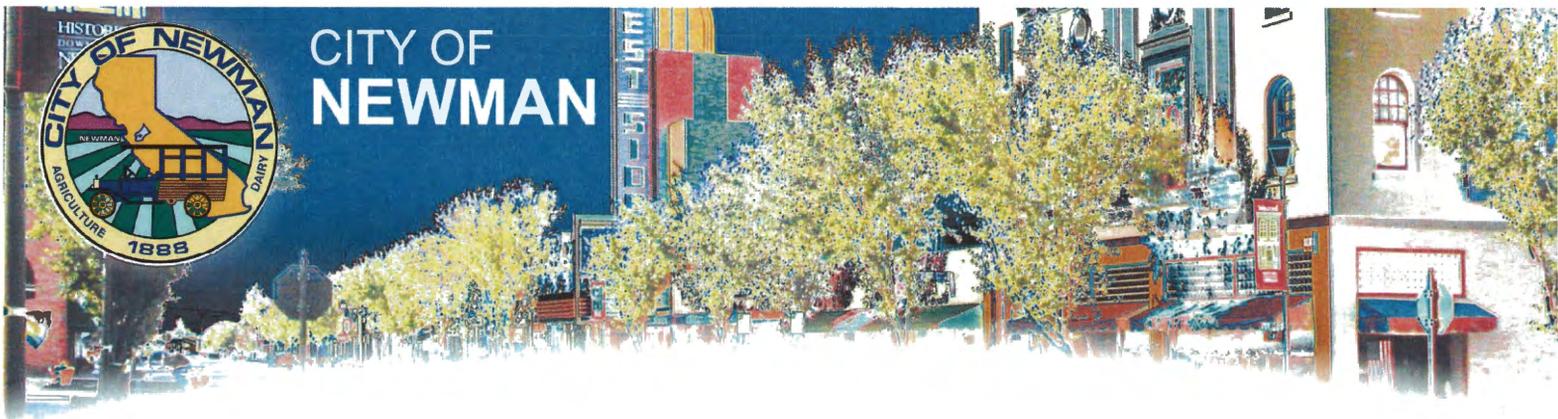
If so please list: _____

Why are you interested in this position? My former husband is a developer of both residential and commercial real estate on the Monterey Peninsula. We worked side-by-side for 10 years. Our involvement included attending City Council Meetings, working with the local city Planning Commissions, as well as presenting to the California Coastal Commission. We got involved and worked with EIR's (Environmental Impact Reports). I got a wide education on development from the outside.

What do you consider to be your major qualifications? I have worked with the City of Newman in the past on the 125th Anniversary in conjunction with the Historical Society, as well as the city dog park. Since I have worked with numerous cities from the developer side, I am very interested in being exposed to the opposite view.

I have lived in Newman for 22 years and have watched it change and grow. It would be a privilege to be personally involved in the process. Thank you

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



June 3, 2015

Marlena J. Cardinal
1405 Eucalyptus Avenue
Newman, CA 95360

Re: Planning Commission Interview/Appointment

Dear Marlena:

The City has received and processed your Application for Citizen Service. Pursuant to the City's policy for filling committee vacancies, the City Council will briefly interview each candidate at their Regular Meeting on June 9, 2015 at 7:00 p.m. in the Council Chambers, 938 Fresno Street. Following the interviews, the Mayor and Council will appoint and confirm the new committee members.

Please plan on attending the June 9th meeting. Should you have any questions regarding this process, please feel free to contact me. Thank you for your interest in serving as a member of the City of Newman's Planning Commission.

Sincerely,

A handwritten signature in black ink that reads "Mike Maier".

Mike Maier
City Clerk

Honorable Mayor and Members
of the Newman City Council

REPORT ON NEWMAN FALL FESTIVAL 2015

RECOMMENDATION:

Staff recommends the City Council approve the annual Fall Festival.

BACKGROUND:

The Fall Festival is a well established annual community event. Staff has been working with the Fall Festival Committee in assisting with the allocation of City assets and services for this year's event.

ANALYSIS:

As of the date and time of the preparation of this staff report, the organizing committee is in the beginning stages of planning this year's event. Any subsequent changes will be reported out by staff during the presentation of this report and future reports.

Routine street closures and parade street closures are as follows:

- ❖ "R" Street – Will be closed between Fresno and Tulare Streets from Wednesday, September 2nd at 5A.M. to Monday, September 7th at noon. The carnival will be set up on this street.
- ❖ Fresno Street – Will be closed between "R" and "Q" Streets from Saturday, September 5th at 5A.M. to Monday, September 7th at 12 A.M.
- ❖ Tulare Street – Will be closed between "R" and "Q" Streets Sunday, September 6th from 7A.M. to 7P.M.
- ❖ "Q" Street - Will be closed between Fresno and Tulare Streets from Saturday, September 5th at 5 A.M. to Monday, September 7th at 12 A.M.
- ❖ Fall Festival Parade Street Closures 9 A.M. to 2 P.M. on Sunday, September 6th - Mariposa Street will be closed from "S" to Main Street, Main Street from Mariposa to Fresno, Fresno Street from Main to "R" Street. The road will re-open when the parade passes.

Scheduled events with a potential impact include:

- The fashion show has a tentative date of Sunday, August 30th at the Westside Theatre.
- The Little Miss and Mister Newman contest has been tentatively scheduled for Thursday, September 3rd at the Westside Theatre.
- The Bailey's Legacy Fun Run has a tentative start time of 8 A.M. on Saturday, September 5th. There will be a 1 mile and a 5K run that will traverse the west side of the city. Volunteers will staff the event routes and assist with traffic concerns at the busier intersections.
- The "Evening under the Stars" event (Wine and Cheese) has been tentatively scheduled in the Downtown Plaza for Friday, September 4th 7 P.M. to 11 P.M.

The Fall Festival Committee has asked that the following downtown standards be waived for the "Evening under the Stars" event:

- Day of operation. This is a Friday event. Per standards, Sunday is the preferred day.
- Hours of operation. This event is scheduled until 11 P.M. Per standards, events are to end by 9 P.M.
- Music hours of operation. Amplified music is scheduled until 11 P.M. Per standards, music to cease by 8 P.M.
- Clean-up deposit. Downtown standards require a \$1,000.00 deposit refundable upon satisfactory cleaning of the affected area. The Fall Festival Committee assures staff that they will thoroughly clean up.
- Waive ordinance 09.01.021, Drinking in Public, for the event area and timeframe.
- Waive electrical and restroom use fees.
- Waive glass cup and bottle usage standard.

All other Standards for Downtown events will apply.

Event organizers will be submitting a site plan for the event. There will be screened security fencing around the upper level with one entrance/exit at the archway on Main Street and one entrance/exit near the restrooms. There will be four private security guards hired by the Fall Festival Committee. One will staff each entrance/exit and two will remain inside the venue. The Fall Festival Committee will acquire all the necessary permits from the Alcoholic Beverage Control. All parking lots, alleys, and sidewalks will remain open for traffic.

The Fall Festival Committee has secured the \$3,000,000.00 insurance and liability policy with the city named as an additional insured. The organizing committee is requesting city services, as has been provided in past years, and is aware that any costs not covered by City Council action will be the responsibility of the Fall Festival Committee. The committee is also working with the Public Works Superintendent on the required number of portable restrooms, trash receptacles, and barricades as well as other needs in the park. There are no changes in this area as well, as these are the same requests as were approved by the City Council last year.

Other requests by the Fall Festival Committees are:

1. Waive Business License fees for vendors in the park
2. Exclusive use of Pioneer Park, Densmore Park, Barrington Park and the L.J. Newman building.
3. Waive permit to have alcohol in Pioneer Park.
4. Authorize the use of the entire Pioneer Park as a Beer Garden. (This has been approved by ABC in previous years.)
5. Public Works assistance with park maintenance prior to the event.
6. Waive all associated Police Services fees.

All sworn personnel have been required to staff the Fall Festival throughout the weekend and only Reserve Officers and the School Resource Officer's salary have been invoiced to the Fall Festival. Previous security issues for this event have involved intoxicated subjects and altercations involving juveniles and young adults. The Fall Festival Committee will retain a private security firm to cover additional carnival security and overnight park security.

FISCAL IMPACT:

The Police Department will again fully staff the park with all available personnel. Although the Fall Festival Committee has requested a waiver of Police associated fees, it is staff's recommendation that all applicable costs be invoiced to the Fall Festival Committee.

CONCLUSION: This staff report is submitted for City Council consideration and action. Staff recommends the City Council approve the 2015 Fall Festival. Staff also recommends that any costs be invoiced to the Fall Festival Committee.

ATTACHMENTS:

1. Request letter from Fall Festival Committee.

Respectfully submitted,



Brett Short
Police Lieutenant

REVIEWED/CONCUR:



Michael Holland
City Manager



PO Box 851, Newman, CA 95360

June 2, 2015

Mayor Katen and Members of the City Council
C/o Lieutenant Brett Short

RE: 45th Annual Newman Fall Festival Event Approval

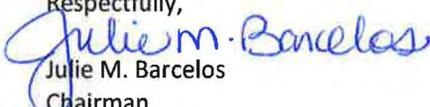
Mr. Mayor and Members of the City Council:

This year, the Fall Festival Committee is preparing to celebrate the 45th annual Newman Fall Festival. With this milestone event comes many new and exciting things planned for the weekend as well as the community. As you are aware, the committee has taken on the large task of resurrecting the Fall Festival Float and is working diligently to bring it back to its former glory.

The Executive Committee has provided the Police Department responses to the City Downtown Standards for use of the Downtown Plaza for our annual Wine & Cheese Event. We would also like to make some additional requests with regard to the event as a whole. Those requests are as follows:

1. The Fall Festival Committee respectfully requests the assistance of the Public Works Department throughout the month of August to prepare all City facilities where events will take place. The week of Fall Festival, we respectfully request all parks; the Downtown Plaza, the L.J. Newman Memorial Hall and Barrington Ball Fields are ready and well-maintained.
2. The Fall Festival Committee is prepared to pay for any costs associated with supplies needed to prepare the areas we utilize and prior approval of all City employee purchases to Fall Festival accounts should be sought from Julie Barcelos – Chairman or Toni Butero – Treasurer.
3. The Fall Festival Committee respectfully requests the assistance of the Police Department for patrols and policing during all Fall Festival events from September 3, 2015 through September 6, 2015. Furthermore, the committee respectfully requests a waiver of all fees associated with Police services for the weekend of Fall Festival.

The Fall Festival is an event that is enjoyed by many residents and their families. It is a long standing tradition that we hope to see continue and thrive. This event is made possible by the generosity of our great City and all of the committee members who give their time willingly. We hope to see the City of Newman well represented at this year's event and we thank you for your time and consideration of the 45th Annual Newman Fall Festival.

Respectfully,

Julie M. Barcelos
Chairman
Newman Fall Festival

Honorable Mayor and Members
of the Newman City Council

TIME EXTENSION FOR THE MATTOS RANCH DEVELOPMENT AGREEMENT

RECOMMENDATION:

It is recommended that

1. Conduct second reading of Ordinance No. 2015- , approving a three (3) year time extension for the Mattos Ranch Development Agreement.
2. Adopt said Ordinance and authorize staff to publish a summary of said Ordinance.

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.

A public hearing was held on this item at the May 26th City Council Meeting and no testimony was offered in support of or in opposition to the time extension.

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 conduct a second reading of Ordinance No. 2015- , approving a three (3) year time extension for the Mattos Ranch Development Agreement, adopt said Ordinance and authorize staff to publish a summary of said Ordinance.

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 Martina 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