



AGENDA
NEWMAN CITY COUNCIL
REGULAR MEETING AUGUST 11, 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. Badge Pinning Of Reserve Officer Tommy Flores.
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 July 28, 2015 Meeting. ([View Minutes](#))
 - d. Acknowledge And Accept The Report On Fiscal Year 2014-2015 CDBG Accomplishments
 - e. Adopt Resolution No. 2015- , Approving The Fiscal Year 2015-2016 CDBG Subrecipient Agreement With Stanislaus County. ([View Report](#))
 - f. Adopt Resolution No. 2015- , Ratifying Memorandum Of Understanding Between The City Of Newman And The Newman Police Officer's Association On Behalf Of The Police Officers, Corporals And Sergeants Bargaining Unit. ([View Report](#))
 - g. Adopt Resolution No. 2015- , Supporting The Designation Of Highway 132 As The John Muir Highway. ([View Report](#))
9. **Public Hearings**
 - a. Adopt Resolution No. 2015- , Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4. ([View Report](#))
 - b. Second Reading And Adoption Of Ordinance No. 2015- , An Ordinance Of The City Council Of The City Of Newman Amending Title 4 Building Regulations Of The Newman City Code, Adding Chapter 4.23 Solar Permitting Procedures And Authorize Staff To Publish A Summary Of Said Ordinance. ([View Report](#))
 - c. Second Reading And Adoption Of Ordinance No. 2015- , Amending Title 5, Zoning And Accompanying Zoning Maps Of The City Of Newman Rezoning A Parcel From R-2 To P-Q And Authorize Staff To Publish A Summary Of Said Ordinance. ([View Report](#))
10. **Regular Business.**
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

August 10 - NCLUSD Board Meeting - 6:00 P.M.

August 11 - City Council - 7:00 P.M.

August 13 - Recreation Commission - Cancelled

August 15 - Outdoor Movie Night - *Big Hero 6* - Sherman Park - 8:00 P.M.

August 18 - Two-On-Two Meeting With The School Board - 4:00 P.M.

August 20 - 2015 Healthier Choices Summit And Biggest Loser Contest - 11:30 A.M.

August 20 - Planning Commission - Cancelled

August 25 - City Council - 7:00 P.M.



Manual Check Register

July 24, 2015

| Vendor | Fund-Dept-Acct | Amount | Check # | Check Date | Description |
|-------------------------|----------------|------------------|---------------------|------------|--|
| PG&E CFM/PPC DEPARTMENT | 10-14-6200 | \$ 150.00 | 107767 | 7/24/2015 | PG&E Interconnection Rule 21 pre-application report request RES- |
| PG&E CFM/PPC DEPARTMENT | 63-56-6200 | \$ 150.00 | 107767 | 7/24/2015 | PG&E Interconnection Rule 21 pre-application report request RES- |
| | | \$ 300.00 | 107767 Total | | |
| | | \$ 300.00 | Grand Total | | |



ACH Register for Council July 27, 2015 FY 15-16

| Vendor Name | Vendor No | Account No | Invoice No | Description | Amount | ACH Check | Check Date |
|-------------|-----------|------------|------------|--------------------------------------|--------------|--------------------|------------|
| SJZIA | SJV01 | 10-00-2260 | Aug-15 | Health insurance premium/August 2015 | \$ 17,045.94 | TRUE | 7/31/2015 |
| | | | | | \$ 17,045.94 | Total | |
| | | | | | \$ 17,045.94 | Grand Total | |



AP Check Register

August 6, 2015 FY 14-15

| Vendor | Fund-Dept-Acct | Check # | Amount | Check date | Description |
|--------------------------------------|----------------|---------------------|--------------------|------------|---|
| Accela, Inc #774375 | 10-14-6310 | 107826 | \$ 289.00 | 8/6/2015 | Monthly Web payments/June 2015 |
| Accela, Inc #774375 | 60-50-6310 | 107826 | \$ 289.00 | 8/6/2015 | Monthly Web payments/June 2015 |
| Accela, Inc #774375 | 63-56-6310 | 107826 | \$ 289.00 | 8/6/2015 | Monthly Web payments/June 2015 |
| | | 107826 Total | \$ 867.00 | | |
| Alves Frank and Wendy | 10-00-5521 | 107827 | \$ 20.00 | 8/6/2015 | Refund Pioneer Park deposit/Alves |
| | | 107827 Total | \$ 20.00 | | |
| Caetano Chance | 10-00-2841 | 107828 | \$ 80.00 | 8/6/2015 | Refund Sherman Park deposit/Caetano |
| | | 107828 Total | \$ 80.00 | | |
| CDW GOVERNMENT, INC | 10-14-6300 | 107829 | \$ 635.65 | 8/6/2015 | InFocus DLP projector for Memorial Bldg |
| | | 107829 Total | \$ 635.65 | | |
| Central Valley Toxicology, Inc. | 10-21-6200 | 107830 | \$ 99.00 | 8/6/2015 | Abuse and drug screening |
| | | 107830 Total | \$ 99.00 | | |
| Churchwell White, LLP | 10-15-6200 | 107831 | \$ 1,614.43 | 8/6/2015 | Professional services/May 2015 |
| Churchwell White, LLP | 10-15-6200 | 107831 | \$ 1,500.00 | 8/6/2015 | Professional services/June 2015 |
| | | 107831 Total | \$ 3,114.43 | | |
| EMC Planning Group, Inc | 10-00-2533 | 107832 | \$ 1,181.61 | 8/6/2015 | Engineering work for 1035 T St project/June 2015 |
| | | 107832 Total | \$ 1,181.61 | | |
| Garcia and Associates | 18-32-7739 | 107833 | \$ 6,207.44 | 8/6/2015 | Highway 33 & Inyo Ave improvements thru 6-30-15 |
| | | 107833 Total | \$ 6,207.44 | | |
| Jauregui Carmen | 10-00-5521 | 107834 | \$ 45.00 | 8/6/2015 | Refund Pioneer Park rent/cancelled use/Jauregui |
| | | 107834 Total | \$ 45.00 | | |
| Marko Construction Group, Inc | 24-32-7766 | 107835 | \$ 4,962.44 | 8/6/2015 | Application payment #2/CNG Fast Fill station construction |
| | | 107835 Total | \$ 4,962.44 | | |
| NEWMAN FIREFIGHTERS, INC. | 10-22-6050 | 107836 | \$ 1,000.00 | 8/6/2015 | Additional owed on City fire calls & training FY 14-15 |
| | | 107836 Total | \$ 1,000.00 | | |
| O'Dell Engineering | 17-44-7521 | 107837 | \$ 220.00 | 8/6/2015 | Engineering for Skate Park 6-8-15 to 7-5-15 |
| | | 107837 Total | \$ 220.00 | | |
| Office Depot, Inc | 60-50-6300 | 107838 | \$ 133.41 | 8/6/2015 | Photo ink/WWTP |
| | | 107838 Total | \$ 133.41 | | |
| P G & E | 24-32-7766 | 107839 | \$ 2,000.00 | 8/6/2015 | Engineering advance on CNG project @ 1125 Fresno St/PG&E |
| | | 107839 Total | \$ 2,000.00 | | |
| Piseno Maribel | 10-00-2841 | 107840 | \$ 20.00 | 8/6/2015 | Refund Pioneer Park deposit/Piseno |
| | | 107840 Total | \$ 20.00 | | |
| Stanislaus County Auditor-Controller | 10-21-6510 | 107841 | \$ 3.86 | 8/6/2015 | Natural gas pumped @ Morgan Rd Fuel station/March 2015 |
| Stanislaus County Auditor-Controller | 60-50-6510 | 107841 | \$ 0.33 | 8/6/2015 | Natural gas pumped @ Morgan Rd Fuel station/May 2015 |
| Stanislaus County Auditor-Controller | 60-50-6510 | 107841 | \$ 10.41 | 8/6/2015 | Natural gas pumped @ Morgan Rd Fuel station/June 2015 |
| Stanislaus County Auditor-Controller | 63-56-6510 | 107841 | \$ 10.41 | 8/6/2015 | Natural gas pumped @ Morgan Rd Fuel station/June 2015 |
| | | 107841 Total | \$ 25.01 | | |
| Sun Valley Portables | 69-47-6200 | 107842 | \$ 155.76 | 8/6/2015 | Portable restroom rental-service/May 2015 |



AP Check Register

August 6, 2015 FY 14-15

| Vendor | Fund-Dept-Acct | Check # | Amount | Check date | Description |
|----------------------|----------------|---------------------|---------------------|------------|--|
| | | 107842 Total | \$ 155.76 | | |
| VALLEY PARTS SERVICE | 10-22-6530 | 107843 | \$ 42.75 | 8/6/2015 | Air and fuel filters/FD |
| VALLEY PARTS SERVICE | 60-50-6530 | 107843 | \$ 136.63 | 8/6/2015 | Serpentine belt/washer fluid/adapter |
| VALLEY PARTS SERVICE | 10-21-6530 | 107843 | \$ 177.84 | 8/6/2015 | Halogen bulb/cement/tire strips/car wash/PD |
| VALLEY PARTS SERVICE | 60-50-6530 | 107843 | \$ 144.75 | 8/6/2015 | Blow gun/battery/07 pickup |
| | | 107843 Total | \$ 501.97 | | |
| ZAM COMM | 10-14-6300 | 107844 | \$ 187.50 | 8/6/2015 | Service call to install customer-provided camera @ Plaza |
| ZAM COMM | 10-03-6300 | 107844 | \$ 187.50 | 8/6/2015 | Service call to install customer-provided camera @ Plaza |
| | | 107844 Total | \$ 375.00 | | |
| | | Grand Total | \$ 21,643.72 | | |



AP Check Register

August 07, 2015 FY 15-16

| Vendor | Fund-Dept-Acct | Check # | Amount | Check date | Description |
|----------------------------|----------------|---------------------|---------------------|------------|--|
| AMERICAN PLANNING ASSOC | 10-06-6635 | 107769 | \$ 350.00 | 8/7/2015 | American Planning Assoc membership dues 10-1-15 to 9-30-16/Ocasi |
| | | 107769 Total | \$ 350.00 | | |
| AMERICAN WATER WORKS | 63-56-6635 | 107770 | \$ 413.00 | 8/7/2015 | American Water Works Assoc dues 10-1-15 to 6-30-16/Millan |
| | | 107770 Total | \$ 413.00 | | |
| AT&T | 10-07-6665 | 107771 | \$ 15.72 | 8/7/2015 | Landline usage from 6-13 to 7-12-15 |
| AT&T | 10-14-6420 | 107771 | \$ 49.17 | 8/7/2015 | Landline usage from 6-13 to 7-12-15 |
| AT&T | 10-14-6420 | 107771 | \$ 5.99 | 8/7/2015 | Analog line @ city hall 6-13 to 7-12-15 |
| AT&T | 10-21-6420 | 107771 | \$ 182.67 | 8/7/2015 | Circuit line from 1125 Fresno to Oakdale 6-20 to 7-19-15 |
| AT&T | 10-21-6420 | 107771 | \$ 343.27 | 8/7/2015 | Circuit line from 442 Hackett Rd to PD/ 6-20 to 7-19-15 |
| AT&T | 10-21-6420 | 107771 | \$ 18.76 | 8/7/2015 | Landline usage from 6-13 to 7-12-15 |
| AT&T | 60-50-6420 | 107771 | \$ 17.47 | 8/7/2015 | Landline usage from 6-13 to 7-12-15 |
| AT&T | 60-50-6420 | 107771 | \$ 5.99 | 8/7/2015 | Analog line @ city hall 6-13 to 7-12-15 |
| AT&T | 63-56-6420 | 107771 | \$ 48.80 | 8/7/2015 | Landline usage from 6-13 to 7-12-15 |
| AT&T | 63-56-6420 | 107771 | \$ 5.99 | 8/7/2015 | Analog line @ city hall 6-13 to 7-12-15 |
| | | 107771 Total | \$ 693.83 | | |
| AutoZone | 60-50-6530 | 107772 | \$ 41.96 | 8/7/2015 | Door handle for 07 pickup |
| AutoZone | 63-56-6530 | 107772 | \$ 11.94 | 8/7/2015 | Tire guage |
| | | 107772 Total | \$ 53.90 | | |
| AVID TRAFFIC SUPPLIES | 10-33-6300 | 107773 | \$ 630.95 | 8/7/2015 | 5 gals yellow oilbase street paint & glass beads |
| | | 107773 Total | \$ 630.95 | | |
| Baker Supplies and Repairs | 10-33-6200 | 107774 | \$ 39.43 | 8/7/2015 | Replaced ignition coil/adjusted carburetor on Stihl chain saw |
| Baker Supplies and Repairs | 10-44-6200 | 107774 | \$ 39.43 | 8/7/2015 | Replaced ignition coil/adjusted carburetor on Stihl chain saw |
| Baker Supplies and Repairs | 69-47-6200 | 107774 | \$ 39.42 | 8/7/2015 | Replaced ignition coil/adjusted carburetor on Stihl chain saw |
| | | 107774 Total | \$ 118.28 | | |
| BERTOLOTTI DISPOSAL | 10-00-5080 | 107775 | \$ (11,637.76) | 8/7/2015 | Garbage service franchise fee/July 2015 |
| BERTOLOTTI DISPOSAL | 10-00-5730 | 107775 | \$ 15,794.10 | 8/7/2015 | Garbage service reclass franchise fee/July 2015 |
| BERTOLOTTI DISPOSAL | 10-00-5733 | 107775 | \$ (4,156.34) | 8/7/2015 | Garbage service street sweeping fee/July 2015 |
| BERTOLOTTI DISPOSAL | 10-41-6200 | 107775 | \$ 62,345.13 | 8/7/2015 | Garbage service/July 2015 |
| | | 107775 Total | \$ 62,345.13 | | |
| CARTER JEFF | 68-68-7722 | 107776 | \$ 100.00 | 8/7/2015 | |
| | | 107776 Total | \$ 100.00 | | |
| CBA (ADMIN FEES) | 10-00-2261 | 107777 | \$ 240.50 | 8/7/2015 | Dental-vision admin fees/August 2015 |
| | | 107777 Total | \$ 240.50 | | |
| CDW GOVERNMENT, INC | 10-14-6300 | 107778 | \$ 62.69 | 8/7/2015 | Belkin USB serial portable adapter |
| | | 107778 Total | \$ 62.69 | | |
| CENTRAL SANITARY SUPPLY | 10-07-6300 | 107779 | \$ 33.07 | 8/7/2015 | |
| CENTRAL SANITARY SUPPLY | 10-07-6300 | 107779 | \$ 6.24 | 8/7/2015 | |
| CENTRAL SANITARY SUPPLY | 10-07-6665 | 107779 | \$ 16.53 | 8/7/2015 | |
| CENTRAL SANITARY SUPPLY | 10-07-6665 | 107779 | \$ 3.12 | 8/7/2015 | |



AP Check Register

August 07, 2015 FY 15-16

| Vendor | Fund-Dept-Acct | Check # | Amount | Check date | Description |
|------------------------------------|----------------|---------------------|---------------------|------------|---|
| CENTRAL SANITARY SUPPLY | 10-21-6300 | 107779 | \$ 33.07 | 8/7/2015 | |
| CENTRAL SANITARY SUPPLY | 10-21-6300 | 107779 | \$ 6.25 | 8/7/2015 | |
| CENTRAL SANITARY SUPPLY | 10-22-6300 | 107779 | \$ 16.53 | 8/7/2015 | |
| CENTRAL SANITARY SUPPLY | 10-22-6300 | 107779 | \$ 3.12 | 8/7/2015 | |
| CENTRAL SANITARY SUPPLY | 10-44-6300 | 107779 | \$ 16.54 | 8/7/2015 | |
| CENTRAL SANITARY SUPPLY | 10-44-6300 | 107779 | \$ 3.12 | 8/7/2015 | |
| CENTRAL SANITARY SUPPLY | 10-44-6660 | 107779 | \$ 132.27 | 8/7/2015 | |
| CENTRAL SANITARY SUPPLY | 10-44-6660 | 107779 | \$ 24.97 | 8/7/2015 | |
| CENTRAL SANITARY SUPPLY | 10-44-6670 | 107779 | \$ 66.13 | 8/7/2015 | |
| CENTRAL SANITARY SUPPLY | 10-44-6670 | 107779 | \$ 12.48 | 8/7/2015 | |
| CENTRAL SANITARY SUPPLY | 10-46-6300 | 107779 | \$ 16.53 | 8/7/2015 | |
| CENTRAL SANITARY SUPPLY | 10-46-6300 | 107779 | \$ 3.12 | 8/7/2015 | |
| | | 107779 Total | \$ 393.09 | | |
| City of Oakdale | 10-21-6615 | 107780 | \$ 15,500.00 | 8/7/2015 | 911 Dispatch service/August 2015 |
| | | 107780 Total | \$ 15,500.00 | | |
| COELHO CARL J. (CHUCK) | 10-22-6690 | 107781 | \$ 50.00 | 8/7/2015 | |
| | | 107781 Total | \$ 50.00 | | |
| Comcast | 10-21-6420 | 107782 | \$ 148.65 | 8/7/2015 | Internet connection from Oakdale to Newman 7-21-15 to 8-20-15 |
| Comcast | 10-21-6420 | 107782 | \$ 128.59 | 8/7/2015 | Internet connection from PD to Oakdale 7-21-15 to 8-20-15 |
| | | 107782 Total | \$ 277.24 | | |
| CROP PRODUCTION SERVICES | 60-50-6230 | 107783 | \$ 3,475.92 | 8/7/2015 | Zeal and Phase for corn fields @ WWTP |
| CROP PRODUCTION SERVICES | 69-47-6300 | 107783 | \$ 91.86 | 8/7/2015 | 5 gals Glyphos for LLD |
| | | 107783 Total | \$ 3,567.78 | | |
| ENVIRONMENTAL TECHNIQUES | 60-50-6300 | 107784 | \$ 3,540.00 | 8/7/2015 | 60 ProOxidizer for WWTP |
| | | 107784 Total | \$ 3,540.00 | | |
| GARTON TRACTOR | 60-50-6225 | 107785 | \$ 44.45 | 8/7/2015 | fittings for 6" pump @ WWTP |
| | | 107785 Total | \$ 44.45 | | |
| Garcia Pedro | 10-33-6150 | 107786 | \$ 38.74 | 8/7/2015 | Boot allowance reimbursement/P. Garcia |
| Garcia Pedro | 10-44-6150 | 107786 | \$ 38.74 | 8/7/2015 | Boot allowance reimbursement/P. Garcia |
| Garcia Pedro | 60-50-6150 | 107786 | \$ 116.23 | 8/7/2015 | Boot allowance reimbursement/P. Garcia |
| | | 107786 Total | \$ 193.71 | | |
| Golden State Flow Measurement, Inc | 63-56-6225 | 107787 | \$ 27.46 | 8/7/2015 | Main flange gasket for well #6 flow meter |
| | | 107787 Total | \$ 27.46 | | |
| IDEXX LABORATORIES, INC. | 63-56-6300 | 107788 | \$ 345.84 | 8/7/2015 | Water testing supplies |
| | | 107788 Total | \$ 345.84 | | |
| Independent Stationers | 10-14-6300 | 107789 | \$ 4.86 | 8/7/2015 | Clasp envelopes/markers |
| Independent Stationers | 60-50-6300 | 107789 | \$ 4.85 | 8/7/2015 | Clasp envelopes/markers |
| Independent Stationers | 63-56-6300 | 107789 | \$ 4.85 | 8/7/2015 | Clasp envelopes/markers |
| | | 107789 Total | \$ 14.56 | | |
| IRRIGATION DESIGN & CONST | 10-33-6270 | 107790 | \$ 183.23 | 8/7/2015 | Coveralls |



AP Check Register

August 07, 2015 FY 15-16

| Vendor | Fund-Dept-Acct | Check # | Amount | Check date | Description |
|---------------------------|----------------|---------------------|--------------------|------------|--|
| IRRIGATION DESIGN & CONST | 10-33-6270 | 107790 | \$ 2.07 | 8/7/2015 | Nitrile gloves |
| IRRIGATION DESIGN & CONST | 10-44-6300 | 107790 | \$ 183.23 | 8/7/2015 | Coveralls |
| IRRIGATION DESIGN & CONST | 60-50-6300 | 107790 | \$ 13.43 | 8/7/2015 | Medium setting glue |
| IRRIGATION DESIGN & CONST | 63-56-6300 | 107790 | \$ 3.13 | 8/7/2015 | Bushing reducer/galvanized nipple |
| IRRIGATION DESIGN & CONST | 69-47-6300 | 107790 | \$ 30.80 | 8/7/2015 | Slip-Fix |
| | | 107790 Total | \$ 415.89 | | |
| JOE'S LANDSCAPING & CONCR | 71-21-7505 | 107791 | \$ 3,600.00 | 8/7/2015 | Chain link fencing installed @ animal shelter |
| | | 107791 Total | \$ 3,600.00 | | |
| JORGENSEN & COMPANY | 10-07-6200 | 107792 | \$ 138.20 | 8/7/2015 | Fire extinguisher six-year service/annual maintenance/corp yard |
| JORGENSEN & COMPANY | 10-07-6665 | 107792 | \$ 39.49 | 8/7/2015 | Fire extinguisher six-year service/annual maintenance/corp yard |
| JORGENSEN & COMPANY | 10-33-6200 | 107792 | \$ 59.22 | 8/7/2015 | Fire extinguisher six-year service/annual maintenance/corp yard |
| JORGENSEN & COMPANY | 10-44-6200 | 107792 | \$ 39.49 | 8/7/2015 | Fire extinguisher six-year service/annual maintenance/corp yard |
| JORGENSEN & COMPANY | 10-44-6660 | 107792 | \$ 39.49 | 8/7/2015 | Fire extinguisher six-year service/annual maintenance/corp yard |
| JORGENSEN & COMPANY | 10-44-6670 | 107792 | \$ 39.49 | 8/7/2015 | Fire extinguisher six-year service/annual maintenance/corp yard |
| JORGENSEN & COMPANY | 10-46-6200 | 107792 | \$ 39.49 | 8/7/2015 | Fire extinguisher six-year service/annual maintenance/corp yard |
| JORGENSEN & COMPANY | 60-50-6200 | 107792 | \$ 19.74 | 8/7/2015 | Fire extinguisher six-year service/annual maintenance/corp yard |
| JORGENSEN & COMPANY | 63-56-6200 | 107792 | \$ 236.92 | 8/7/2015 | Fire extinguisher six-year service/annual maintenance/corp yard |
| JORGENSEN & COMPANY | 73-70-6672 | 107792 | \$ 162.36 | 8/7/2015 | Fire extinguisher six-year service and annual maintenance/Theate |
| | | 107792 Total | \$ 813.89 | | |
| KAISER PERMANENTE | 10-00-2260 | 107793 | \$ 3,983.20 | 8/7/2015 | Health insurance premium/Sept 2015 |
| | | 107793 Total | \$ 3,983.20 | | |
| McCrometer, Inc | 63-56-6225 | 107794 | \$ 3,132.64 | 8/7/2015 | 8" meter head indicator |
| | | 107794 Total | \$ 3,132.64 | | |
| Newman Fall Festival | 42-36-6675 | 107795 | \$ 25.00 | 8/7/2015 | Informational booth fee @ Fall Festival |
| | | 107795 Total | \$ 25.00 | | |
| NEWMAN FIREFIGHTERS, INC. | 10-22-6200 | 107796 | \$ 2,000.00 | 8/7/2015 | Monthly dinner meeting reimbursement/Fire Dept |
| | | 107796 Total | \$ 2,000.00 | | |
| NEWMAN ACE HARDWARE/JACT, | 10-07-6300 | 107797 | \$ 41.67 | 8/7/2015 | Tape mount/light bulbs/slide lock knife |
| NEWMAN ACE HARDWARE/JACT, | 10-07-6665 | 107797 | \$ 17.19 | 8/7/2015 | Brass pop-up sprinkler/air filters |
| NEWMAN ACE HARDWARE/JACT, | 10-21-6300 | 107797 | \$ 12.89 | 8/7/2015 | 9 volt batteries |
| NEWMAN ACE HARDWARE/JACT, | 10-21-6308 | 107797 | \$ 9.68 | 8/7/2015 | Cat litter |
| NEWMAN ACE HARDWARE/JACT, | 10-22-6300 | 107797 | \$ 32.26 | 8/7/2015 | Electric tape/mister hose/Fire Dept |
| NEWMAN ACE HARDWARE/JACT, | 10-33-6270 | 107797 | \$ 2.68 | 8/7/2015 | Spring snap |
| NEWMAN ACE HARDWARE/JACT, | 10-33-6300 | 107797 | \$ 172.61 | 8/7/2015 | Pruning saw/paint brushes/paint thinner/bucket/CFL bulb |
| NEWMAN ACE HARDWARE/JACT, | 10-44-6300 | 107797 | \$ 84.95 | 8/7/2015 | Respirator masks/misc screws/joint paste/hose mender/fuel pump |
| NEWMAN ACE HARDWARE/JACT, | 10-46-6300 | 107797 | \$ 85.77 | 8/7/2015 | Air filters/quik fix coupling/monster outlet/light bulbs |
| NEWMAN ACE HARDWARE/JACT, | 63-56-6300 | 107797 | \$ 93.04 | 8/7/2015 | Bleach/pliers/couplings/re-bar/no kink line/handle tee |
| NEWMAN ACE HARDWARE/JACT, | 69-47-6300 | 107797 | \$ 17.60 | 8/7/2015 | Pop-up sprinkler/wire stakes/adhesive |
| | | 107797 Total | \$ 570.34 | | |
| Nino's Auto Repair | 10-33-6530 | 107798 | \$ 70.00 | 8/7/2015 | Removed & replaced driver side door handle |



AP Check Register

August 07, 2015 FY 15-16

| Vendor | Fund-Dept-Acct | Check # | Amount | Check date | Description |
|----------------------|----------------|---------------------|---------------------|------------|--|
| | | 107798 Total | \$ 70.00 | | |
| NORMAC, INC. | 10-33-6300 | 107799 | \$ 208.53 | 8/7/2015 | Rainbird solenoid assembly |
| NORMAC, INC. | 10-44-6300 | 107799 | \$ 213.80 | 8/7/2015 | Rainbird falcon rotor/Hunter rotors |
| NORMAC, INC. | 10-44-6300 | 107799 | \$ 86.25 | 8/7/2015 | Rainbird PEB valve/1" TT unions |
| NORMAC, INC. | 69-47-6300 | 107799 | \$ 213.80 | 8/7/2015 | Rainbird falcon rotor/Hunter rotors |
| | | 107799 Total | \$ 722.38 | | |
| OPERATING ENGINEERS/ | 10-00-2260 | 107800 | \$ 731.00 | 8/7/2015 | Health insurance premium/Sept 2015 |
| | | 107800 Total | \$ 731.00 | | |
| P G & E | 10-07-6410 | 107801 | \$ 3,264.49 | 8/7/2015 | Gas and electric 6-17-15 to 7-15-15 |
| P G & E | 10-07-6665 | 107801 | \$ 299.15 | 8/7/2015 | Gas and electric 6-17-15 to 7-15-15 |
| P G & E | 10-21-6510 | 107801 | \$ 14.60 | 8/7/2015 | natural gas pumped @ CNG station |
| P G & E | 10-22-6410 | 107801 | \$ 497.54 | 8/7/2015 | Gas and electric 6-17-15 to 7-15-15 |
| P G & E | 10-33-6410 | 107801 | \$ 4,871.46 | 8/7/2015 | Gas and electric 6-17-15 to 7-15-15 |
| P G & E | 10-33-6510 | 107801 | \$ 43.80 | 8/7/2015 | natural gas pumped @ CNG station |
| P G & E | 10-44-6410 | 107801 | \$ 344.59 | 8/7/2015 | Gas and electric 6-17-15 to 7-15-15 |
| P G & E | 10-44-6510 | 107801 | \$ 29.20 | 8/7/2015 | natural gas pumped @ CNG station |
| P G & E | 10-44-6660 | 107801 | \$ 529.53 | 8/7/2015 | Gas and electric 6-17-15 to 7-15-15 |
| P G & E | 10-44-6670 | 107801 | \$ 695.84 | 8/7/2015 | Gas and electric 6-17-15 to 7-15-15 |
| P G & E | 10-45-6410 | 107801 | \$ 481.99 | 8/7/2015 | Gas and electric 6-17-15 to 7-15-15 |
| P G & E | 10-46-6410 | 107801 | \$ 569.73 | 8/7/2015 | Gas and electric 6-17-15 to 7-15-15 |
| P G & E | 60-50-6410 | 107801 | \$ 21,271.86 | 8/7/2015 | Gas and electric 6-17-15 to 7-15-15 |
| P G & E | 60-50-6510 | 107801 | \$ 14.60 | 8/7/2015 | natural gas pumped @ CNG station |
| P G & E | 62-60-6411 | 107801 | \$ 323.80 | 8/7/2015 | Gas and electric 6-17-15 to 7-15-15 |
| P G & E | 62-60-6412 | 107801 | \$ 1,031.79 | 8/7/2015 | Gas and electric 6-17-15 to 7-15-15 |
| P G & E | 63-56-6410 | 107801 | \$ 18,005.50 | 8/7/2015 | Gas and electric 6-17-15 to 7-15-15 |
| P G & E | 63-56-6510 | 107801 | \$ 14.60 | 8/7/2015 | natural gas pumped @ CNG station |
| P G & E | 69-47-6410 | 107801 | \$ 3,634.07 | 8/7/2015 | Gas and electric 6-17-15 to 7-15-15 |
| | | 107801 Total | \$ 55,938.14 | | |
| PIONEER DRUG | 10-33-6300 | 107802 | \$ 3.75 | 8/7/2015 | Notebooks |
| PIONEER DRUG | 63-56-6300 | 107802 | \$ 4.71 | 8/7/2015 | Plastic bags for lead & copper samples |
| PIONEER DRUG | 63-56-6300 | 107802 | \$ 4.29 | 8/7/2015 | Plastic bags |
| | | 107802 Total | \$ 12.75 | | |
| R-SAFE SPECIALTY | 63-56-6510 | 107803 | \$ 200.00 | 8/7/2015 | Work boots/Stonebarger |
| | | 107803 Total | \$ 200.00 | | |
| RESERVE ACCOUNT | 10-14-6330 | 107804 | \$ 166.66 | 8/7/2015 | Pre-paid postage to load postage meter |
| RESERVE ACCOUNT | 60-50-6330 | 107804 | \$ 166.67 | 8/7/2015 | Pre-paid postage to load postage meter |
| RESERVE ACCOUNT | 63-56-6330 | 107804 | \$ 166.67 | 8/7/2015 | Pre-paid postage to load postage meter |
| | | 107804 Total | \$ 500.00 | | |
| SHARPENING SHOP | 10-46-6300 | 107805 | \$ 6.80 | 8/7/2015 | Oil tank cover set |
| | | 107805 Total | \$ 6.80 | | |



AP Check Register

August 07, 2015 FY 15-16

| Vendor | Fund-Dept-Acct | Check # | Amount | Check date | Description |
|--|----------------|---------------------|---------------------|------------|--|
| GORDON B. FORD | 10-15-6680 | 107806 | \$ 203.01 | 8/7/2015 | 2015-2016 unsecured tax roll/1147 R St |
| GORDON B. FORD | 10-15-6680 | 107806 | \$ 47.22 | 8/7/2015 | 2015-2016 unsecured tax roll/936 Fresno St |
| GORDON B. FORD | 10-15-6680 | 107806 | \$ 956.09 | 8/7/2015 | 2015-2016 unsecured tax roll/1404 Main St |
| GORDON B. FORD | 10-15-6680 | 107806 | \$ 129.84 | 8/7/2015 | 2015-2016 unsecured tax roll/930 Fresno St |
| GORDON B. FORD | 10-15-6680 | 107806 | \$ 360.01 | 8/7/2015 | 2015-2016 unsecured tax roll/934 Fresno St |
| GORDON B. FORD | 10-15-6680 | 107806 | \$ 407.21 | 8/7/2015 | 2015-2016 unsecured tax roll/1406 Main St |
| | | 107806 Total | \$ 2,103.38 | | |
| Stanislaus County Office of Emergency Services | 10-22-6200 | 107807 | \$ 243.93 | 8/7/2015 | RMS system administration & terminal servr/FY 15-16/FD |
| | | 107807 Total | \$ 243.93 | | |
| STANTEC CONSULTING SERVICE, Inc | 64-56-6201 | 107808 | \$ 706.50 | 8/7/2015 | Engineering serv/Predesign of well & transmission thru 5-29-15 |
| | | 107808 Total | \$ 706.50 | | |
| Storm Water Consulting, Inc | 42-36-6201 | 107809 | \$ 10,707.53 | 8/7/2015 | Prepared draft of Urban Level of Flood protection report |
| | | 107809 Total | \$ 10,707.53 | | |
| T.H.E. OFFICE CITY | 10-14-6300 | 107810 | \$ 30.66 | 8/7/2015 | paper/highlighters/labels/staples/printer ribbon/tape |
| T.H.E. OFFICE CITY | 10-14-6300 | 107810 | \$ 4.19 | 8/7/2015 | view binder |
| T.H.E. OFFICE CITY | 10-14-6300 | 107810 | \$ 53.72 | 8/7/2015 | 5 cases copy paper |
| T.H.E. OFFICE CITY | 10-14-6300 | 107810 | \$ 2.72 | 8/7/2015 | Clasp envelopes |
| T.H.E. OFFICE CITY | 10-21-6300 | 107810 | \$ 121.12 | 8/7/2015 | Batteries/glue/binder clips/rubber bands/tape/highlighters |
| T.H.E. OFFICE CITY | 42-36-6300 | 107810 | \$ 31.01 | 8/7/2015 | index tabs |
| T.H.E. OFFICE CITY | 60-50-6300 | 107810 | \$ 30.66 | 8/7/2015 | paper/highlighters/labels/staples/printer ribbon/tape |
| T.H.E. OFFICE CITY | 60-50-6300 | 107810 | \$ 4.19 | 8/7/2015 | view binder |
| T.H.E. OFFICE CITY | 60-50-6300 | 107810 | \$ 53.72 | 8/7/2015 | 5 cases copy paper |
| T.H.E. OFFICE CITY | 60-50-6300 | 107810 | \$ 2.72 | 8/7/2015 | Clasp envelopes |
| T.H.E. OFFICE CITY | 63-56-6300 | 107810 | \$ 3.51 | 8/7/2015 | Index tabs/highlighters |
| T.H.E. OFFICE CITY | 63-56-6300 | 107810 | \$ 30.67 | 8/7/2015 | paper/highlighters/labels/staples/printer ribbon/tape |
| T.H.E. OFFICE CITY | 63-56-6300 | 107810 | \$ 4.18 | 8/7/2015 | view binder |
| T.H.E. OFFICE CITY | 63-56-6300 | 107810 | \$ 53.73 | 8/7/2015 | 5 cases copy paper |
| T.H.E. OFFICE CITY | 63-56-6300 | 107810 | \$ 2.72 | 8/7/2015 | Clasp envelopes |
| | | 107810 Total | \$ 429.52 | | |
| TOSTA BARBARA J. | 10-45-6725 | 107811 | \$ 135.00 | 8/7/2015 | Young @ Heart instructor/ |
| | | 107811 Total | \$ 135.00 | | |
| KIBBY ROAD LLC | 63-00-2010 | 107812 | \$ 55.37 | 8/7/2015 | Refund Check |
| | | 107812 Total | \$ 55.37 | | |
| ROSAS JOSE | 63-00-2010 | 107813 | \$ 75.09 | 8/7/2015 | Refund Check |
| | | 107813 Total | \$ 75.09 | | |
| ACKERMAN STACIE | 63-00-2010 | 107814 | \$ 2.54 | 8/7/2015 | Refund Check |
| | | 107814 Total | \$ 2.54 | | |
| SOUZA GEORGE | 63-00-2010 | 107815 | \$ 79.72 | 8/7/2015 | Refund Check |
| | | 107815 Total | \$ 79.72 | | |
| NGUYEN MINH TAM H | 63-00-2010 | 107816 | \$ 3.74 | 8/7/2015 | Refund Check |



AP Check Register August 07, 2015 FY 15-16

| Vendor | Fund-Dept-Acct | Check # | Amount | Check date | Description |
|---------------------------|----------------|---------------------|----------------------|------------|---|
| | | 107816 Total | \$ 3.74 | | |
| GOOSSENS MATTHEW | 63-00-2010 | 107817 | \$ 11.39 | 8/7/2015 | Refund Check |
| | | 107817 Total | \$ 11.39 | | |
| UNDERGRND SERV ALERT, INC | 63-56-6200 | 107818 | \$ 178.08 | 8/7/2015 | Annual membership dues |
| | | 107818 Total | \$ 178.08 | | |
| USA BLUEBOOK | 60-50-6300 | 107819 | \$ 463.20 | 8/7/2015 | Macro-Zyme pond bacteria for WWTP |
| | | 107819 Total | \$ 463.20 | | |
| VARGAS GEORGE | 10-22-6690 | 107820 | \$ 50.00 | 8/7/2015 | |
| | | 107820 Total | \$ 50.00 | | |
| Verizon Wireless | 10-21-6420 | 107821 | \$ 342.09 | 8/7/2015 | Broadband mobile services 7-19-15 to 8-18-15/PD |
| | | 107821 Total | \$ 342.09 | | |
| Webber William | 10-45-6722 | 107822 | \$ 347.20 | 8/7/2015 | Tennis lessons session II |
| | | 107822 Total | \$ 347.20 | | |
| WEST SIDE AERIAL APPLICAT | 60-50-6230 | 107823 | \$ 1,089.00 | 8/7/2015 | Aerial application on corn @ WWTP |
| | | 107823 Total | \$ 1,089.00 | | |
| Wondries Fleet Group | 71-21-7010 | 107824 | \$ 30,077.18 | 8/7/2015 | 2015 Ford Explorer/PD |
| | | 107824 Total | \$ 30,077.18 | | |
| | | Grand Total | \$ 208,784.90 | | |



AP Check Register

August 08, 2015 FY 15-16

| Vendor | Fund-Dept-Acct | Check # | Amount | Check date | Description |
|----------------------------|----------------|---------------------|---------------------|------------|--|
| Archambault Jonathan | 10-45-6722 | 107845 | \$ 160.00 | 8/8/2015 | Fit Kids instructor/Archambault |
| | | 107845 Total | \$ 160.00 | | |
| CSG Consultants, Inc | 10-23-6215 | 107846 | \$ 9,978.47 | 8/8/2015 | Building permit issuances/July 2015 |
| CSG Consultants, Inc | 10-23-6215 | 107846 | \$ 4,986.29 | 8/8/2015 | Plan Check services/July 2015 |
| CSG Consultants, Inc | 10-23-6215 | 107846 | \$ 90.00 | 8/8/2015 | Real Estate inspect-637 Orestimba Pk/July 2015 |
| CSG Consultants, Inc | 10-23-6243 | 107846 | \$ 100.00 | 8/8/2015 | BL inspect-Get Fit/33 Auto Sales/Santis/Everything Gla/July 2015 |
| | | 107846 Total | \$ 15,154.76 | | |
| Hunt Christopher | 10-45-6722 | 107847 | \$ 430.00 | 8/8/2015 | Fit Kids instructor/Hunt |
| | | 107847 Total | \$ 430.00 | | |
| Richardson Antoinette | 10-45-6722 | 107849 | \$ 160.00 | 8/8/2015 | Fit Kids instructor/Richardson |
| | | 107849 Total | \$ 160.00 | | |
| Richardson Antoine | 10-45-6722 | 107848 | \$ 160.00 | 8/8/2015 | Fit Kids instructor/Richardson |
| | | 107848 Total | \$ 160.00 | | |
| Richardson Antonio | 10-45-6722 | 107850 | \$ 160.00 | 8/8/2015 | Fit Kids instructor/Richardson |
| | | 107850 Total | \$ 160.00 | | |
| Rodriguez Luis | 10-45-6722 | 107851 | \$ 480.00 | 8/8/2015 | Fit Kids instructor/Rodriguez |
| | | 107851 Total | \$ 480.00 | | |
| TelePacific Communications | 10-21-6420 | 107852 | \$ 205.90 | 8/8/2015 | Monthly telephone service/July & long distance charges/June 2015 |
| TelePacific Communications | 10-45-6420 | 107852 | \$ 104.51 | 8/8/2015 | Monthly telephone service/July & long distance charges/June 2015 |
| TelePacific Communications | 10-14-6420 | 107852 | \$ 104.51 | 8/8/2015 | Monthly telephone service/July & long distance charges/June 2015 |
| TelePacific Communications | 60-50-6420 | 107852 | \$ 104.51 | 8/8/2015 | Monthly telephone service/July & long distance charges/June 2015 |
| TelePacific Communications | 63-56-6420 | 107852 | \$ 104.52 | 8/8/2015 | Monthly telephone service/July & long distance charges/June 2015 |
| | | 107852 Total | \$ 623.95 | | |
| | | Grand Total | \$ 17,328.71 | | |



Manual Check Register

July 27, 2015

| Vendor | Fund-Dept-Acct | Check # | Amount | Check Date | Description |
|---------------|----------------|---------------------|--------------------|------------|------------------------------------|
| BUSINESS CARD | 10-45-6722 | 107768 | \$ 828.05 | 7/27/2015 | Supplies for Summer program |
| BUSINESS CARD | 10-45-6724 | 107768 | \$ 830.25 | 7/27/2015 | Supplies for Movie Night |
| BUSINESS CARD | 10-45-6739 | 107768 | \$ 396.63 | 7/27/2015 | Supplies for teen center snack bar |
| BUSINESS CARD | 10-45-6740 | 107768 | \$ 688.02 | 7/27/2015 | Xbox console/Xbox games |
| BUSINESS CARD | 10-45-6724 | 107768 | \$ (86.00) | 7/27/2015 | Credit on movie |
| BUSINESS CARD | 10-03-6265 | 107768 | \$ 223.08 | 7/27/2015 | Website hosting & backup |
| BUSINESS CARD | 10-21-6530 | 107768 | \$ 105.03 | 7/27/2015 | Car washes/replacement spot lamp |
| BUSINESS CARD | 10-21-6690 | 107768 | \$ 84.39 | 7/27/2015 | Meals/PD |
| BUSINESS CARD | 10-21-6200 | 107768 | \$ 10.00 | 7/27/2015 | ScheduleBase 7-19-15 to 8-19-15/PD |
| BUSINESS CARD | 10-21-6620 | 107768 | \$ 211.03 | 7/27/2015 | Supplies for Community bar-be-que |
| BUSINESS CARD | 10-21-6635 | 107768 | \$ 32.00 | 7/27/2015 | 1 year Westside Index subscription |
| | | 107768 Total | \$ 3,322.48 | | |
| | | Grand Total | \$ 3,322.48 | | |



MINUTES
NEWMAN CITY COUNCIL
REGULAR MEETING JULY 28, 2015
CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET

1. **Call To Order** - Mayor Katen 7:01 P.M.
2. **Pledge Of Allegiance.**
3. **Invocation** - - Mayor Pro Tem Martina.
4. **Roll Call** - **PRESENT:** Davis, Graham, Martina And Mayor Katen.
ABSENT: Candea (Excused).
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 July 14, 2015 Meeting.
 - d. Adopt Resolution No. 2015-41, Authorizing A Change In CalPERS Employer Paid Member Contributions (Safety Group).
 - e. Approval Of The Terms For An Agreement With The Newman Police Officer's Association.
 - f. Adopt Resolution No. 2015-42, Approving The Adoption Of The Westside-San Joaquin Integrated Water Management Plan Update In Order For The City To Be Considered For Related Grant Programs.

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

9. **Public Hearings** - None.

10. **Regular Business**

- a. First Reading And Introduction Of Ordinance No. 2015- , An Ordinance Of The City Council Of The City Of Newman Amending Title 4 Building Regulations Of The Newman City Code, Adding Chapter 4.23 Solar Permitting Procedures.

Mike Brinkman, Chief Building Official, Reported That The California Government Code Now Requires That Every City And County Must Adopt An Ordinance That Creates A Expedited Permitting Process For Small Residential Rooftop Solar Energy Systems By September 30, 2015.

ACTION: On Motion By Martina Seconded By Davis, Ordinance No. 2015- , An Ordinance Of The City Council Of The City Of Newman Amending Title 4 Building Regulations Of The Newman City Code, Adding Chapter 4.23 Solar Permitting Procedures, Was Introduced By Council Member Martina, And Had Its First Reading By Title Only, By The Following Vote: AYES: Davis, Graham, Martina And Mayor Katen; NOES: None; ABSENT: Candea; NOT PARTICIPATING: None.

b. First Reading Of Ordinance 2015- , An Ordinance Amending Title 5, Zoning And Accompanying Zoning Maps Of The City Of Newman Rezoning A Parcel From R-2 To P-Q.

City Planner Ocasio Explained That The Proposed Ordinance Amending Title 5, Zoning And Accompanying Zoning Maps Of The City Of Newman Would Rezone 2070 Prince Street From R-2 To P-Q; Thereby Allowing The City To Maintain Control Over The Parcel And Eventually Develop A Passive Use Park On Said Property.

Mayor Katen Asked If Residents Near The Proposed Park Had Provided Any Feedback On The Development Of The Site.

City Planner Ocasio Indicated That The Seniors At The Adjacent Senior Complex Were Supportive Of The Property Being Developed Into Park Space.

ACTION: On Motion By Martina Seconded By Graham, Ordinance No. 2015- , An Ordinance Amending Title 5, Zoning And Accompanying Zoning Maps Of The City Of Newman Rezoning A Parcel From R-2 To P-Q, Was Introduced By Council Member Martina, And Had Its First Reading By Title Only, By The Following Vote: AYES: Davis, Graham, Martina And Mayor Katen; NOES: None; ABSENT: Candeia; NOT PARTICIPATING: None.

c. Selection Of A Firm To Conduct Public Opinion Research Regarding The Formation Of A Community Facilities District.

City Manager Holland Requested That The City Council Authorize Him To Enter Into An Agreement With FM3 For Public Opinion Research For An Amount Not To Exceed \$16,500.

Council Member Graham Stated That 200 Residents Was A Small Number And Questioned How Many Would Be Property Owners.

City Manager Holland Noted That All The Research Firms Had Indicated That It Would Be Difficult To Even Have 200 Residents Participate In The Poll Due To Our Small Size And People's Reluctance To Participate In Surveys. Holland Noted That The Survey Would Focus On Likely Voters Not Just Property Owners As The Voters Will Decide The Fate Of Any Potential Measure.

Mayor Pro Tem Martina Asked If The Survey Would Focus On Potential Voters.

City Manager Holland Indicated That The Survey Would Focus On Likely Voters And Try To Mirror Our Local Demographics.

ACTION: On Motion By Martina Seconded By Graham, The City Council Authorized The City Manager To Execute An Agreement With FM3 For Public Opinion Research Regarding The Formation Of A Community Facilities District For An Amount Not To Exceed \$16,500 By The Following Vote: AYES: Davis, Graham, Martina And Mayor Katen; NOES: None; ABSENT: Candeia; NOT PARTICIPATING: None.

11. Items From District Five Stanislaus County Supervisor.

Supervisor DeMartini Reminded Everyone That The Seventh Annual Health Summit Would Be Taking Place In Newman At The West Side Theatre On August 20th. DeMartini Mentioned That The 2015 Health Summit Would Be Providing Free Medical Screenings Via The Sutter Health Mobile Clinic. He Concluded By Noting That The Next West Side Healthcare Taskforce Meeting Would Be On July 30th In Gustine.

12. Items From The City Manager And Staff.

City Manager Holland Noted That The City And The West Stanislaus Fire Protection District Were Close To Finalizing An Agreement And Final Job Description For The Proposed Shared Chief Position. Holland Noted That The Aforementioned Agreement Should Be Before The Council For Consideration Sometime In August.

Chief Richardson Reported That Officer Villalobos Had Resigned And Accepted A Position With The Ceres Police Department. Richardson Thanked The Mayor For His Kind Words At The Previous Council Meeting And For His Support Through The Years.

13. Items From City Council Members.

Council Member Graham Inquired About The Status Of The Skate Plaza Project.

City Planner Ocasio Reported That The Project Was Out To Bid And Was Heavily Advertised. Ocasio Noted That Staff Had Been Receiving Calls Regarding The Project And Indicated That She Thought There Would Be Increased Interest This Second Time Around.

Mayor Katen Thanked Supervisor DeMartini For Meeting With Council Members Prior To The Council Meeting And For Supporting The City's Urban Growth Boundary. Katen Asked That DeMartini Consider Supporting The Proposed LAFCO Resolution That Was Provided To Him.

14. Adjournment.

ACTION: On Motion By Martina Seconded By Graham And Unanimously Carried, The Meeting Was Adjourned At 7:31 P.M.

Honorable Mayor and Members
of the Newman City Council

REPORT ON FY 2014/2015 CDBG ACCOMPLISHMENTS

RECOMMENDATION:

Acknowledge and accept the report on FY 2014/2015 CDBG Accomplishments

BACKGROUND:

Whenever a jurisdiction participates in the Community Development Block Grant (CDBG) Entitlement program such as the Stanislaus County CDBG Consortium, a Consolidated Annual Performance Evaluation Report (CAPER) must be prepared. The CAPER assesses the progress of the Consortium and its members in its implementation of projects and programs listed and described in the Annual Action and Consolidated Plans. The need for a public hearing at each member City is no longer required; however each city must present their respective CDBG accomplishments to their City Councils on an annual basis.

ANALYSIS:

The draft FY 2014/15 CAPER will be presented to the Board of Supervisors on August 25, 2015, a public review copy will be made available that same day for a required 15 day public review period. The CAPER will include each City's FY 14/15 accomplishments, including public service grantee data.

In FY 14/15, the City of Newman accomplished the following with CDBG funds:

1. Preliminary Engineering for the Inyo Avenue Project
For the infill installation and repair of curb, gutter and sidewalk and related street repair and overlay on the north side of Inyo Avenue, from P Street to Merced Street.
2. Engineering, Construction and Completion of the Waterline Infrastructure Project
Replaced existing water lines along West Avenue and six outdated hydrants in various sections of the CDBG eligible project area.

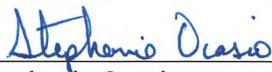
FISCAL IMPACT:

Positive, the City of Newman was allocated \$131,629.00 in fiscal year 2014/2015.

CONCLUSION:

Staff recommends that the City Council Acknowledge and accept the report on FY 2014/2015 CDBG Accomplishments.

Respectfully submitted,



Stephanie Ocasio
City Planner

REVIEWED/CONCUR



Michael Holland
City Manager

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **8.e.**
City Council Meeting
of August 11, 2015

APPROVAL OF 2015/2016 CDBG SUBRECIPIENT AGREEMENT

RECOMMENDATION:

Adopt Resolution No. 2015- , Approving The FY 2015/2016 CDBG Subrecipient Agreement With Stanislaus County

BACKGROUND:

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

ANALYSIS:

The attached agreement allows Stanislaus County to receive entitlement funds as an “urban county” and disperse said funds to the CDBG Consortium in accordance with required population and poverty calculations. In order to receive CDBG funds, each member City must be designated as a sub-recipient; this designation is renewed on an annual basis. As a member of the Stanislaus County CDBG Consortium, the City of Newman is eligible to receive \$154,356 (\$139,147 program, \$15,209 administration) this fiscal year.

FISCAL IMPACT:

Positive, the City will receive an allocation of \$154,356.00.

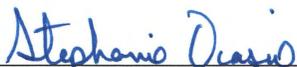
CONCLUSION:

Staff recommends that the Council adopt Resolution No. 2015- , Approving The FY 2015/2016 CDBG Subrecipient Agreement With Stanislaus County

ATTACHMENTS:

1. Exhibit A - Resolution No. 2015- ,

Respectfully submitted,



Stephanie Ocasio
City Planner

REVIEWED/CONCUR



Michael Holland
City Manager

RESOLUTION NO. 2015-

**APPROVING THE FY 2015/2016 CDBG SUBRECIPIENT AGREEMENT WITH
STANISLAUS COUNTY**

WHEREAS The City of Newman is part of the Stanislaus County CDBG/ESG Consortium;
and

WHEREAS the County of Stanislaus is the lead agency in said Consortium; and

WHEREAS the County is qualified to receive an entitlement grant under the CDBG program for FY 2015/2016 in the amount of \$2,197,678, of which Newman will be allocated \$154,356; and

WHEREAS in order for the County to allocate said funds, the City must enter into a Subrecipient Agreement (Exhibit A) with the County; and

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

WHEREAS, the City of Newman is desirous of entering into a Subrecipient Agreement with Stanislaus County;

NOW, THEREFORE, BE IT RESOLVED that the Newman City Council hereby approves the FY 2015/2016 CDBG Subrecipient Agreement with Stanislaus County CDBG allowing the City of Newman to receive its FY 2015/2016 funding allocation.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 11th day of August, 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

ATTEST:

City Clerk

COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT

This Subrecipient Agreement (“Agreement”) is made by and between the County of Stanislaus (the “County”) and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson and Waterford (the “City” individually or “Cities” collectively) on July 1, 2015.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant (“CDBG”) program for FY 2015-2016 in the amount **\$2,197,687** as an “Urban County” as set forth under Title I of the Housing and Community Development Act of 1974, and Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended by the Housing and Community Development Act of 1992; and

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

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2015-202, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

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

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

| Jurisdiction | Poverty & Population |
|---------------------|---------------------------------|
| Stanislaus County | \$611,854 |
| Ceres | \$244,987 |
| Hughson | \$122,532 |
| Newman | \$139,147 |
| Oakdale | \$153,530 |
| Patterson | \$138,993 |
| Waterford | \$127,609 |
| TOTAL | \$1,538,652 |

B. The Stanislaus Urban County shall also receive an amount not to exceed twenty percent of the total FY 2015-2016 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement. The following represents the Stanislaus Urban County administrative funding distribution breakdown:

| Jurisdiction | Administration |
|---------------------|-----------------------|
| Stanislaus County | \$323,013 |
| Ceres | \$15,209 |
| Hughson | \$15,209 |
| Newman | \$15,209 |
| Oakdale | \$15,209 |
| Patterson | \$15,209 |
| Waterford | \$15,209 |
| TOTAL | \$414,267 |

C. An amount not to exceed ten percent of the total FY 2015-2016 CDBG entitlement funds, **\$219,768**, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Stanislaus County CDBG Public Service Grant Program.

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

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

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

G. Each party has the responsibility to ensure its activities comply with the FY 2015-2016 grant program activities as identified in the FY 2015-2016 Stanislaus Urban County Annual Action Plan.

H. Each party agrees to comply with reporting requirements set forth in 2 CFR 200.500 et seq. (formerly OMB A-133) regarding standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments expending Federal awards.

I. Each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

J. An amount not to exceed **\$50,000** shall be allocated for participation in the Neighborhood Stabilization Program Abandoned and Dangerous Building Abatement Program. Requirements for participation are outlined in Appendix A. Funds for this activity will come directly from NSP 1 or NSP 3 program funds and not part of the FY 2015-2016 CDBG funds subject to this agreement.

1. SCOPE OF WORK.

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the FY 2015-2016 CDBG Annual Action Plan.

1.2 **Term.** This Agreement shall be in effect until June 30, 2016, or until all Fiscal Year 2015-2016 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

2. COMPENSATION.

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

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by September 15, 2015; (2) A second draw by December 15, 2015; (3) A third draw by March 15, 2016; and (4) A fourth and final draw by June 30, 2016. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 30, 2016.

2.3 **Certification of Expenses.** In every case, draws will be dispersed to City subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that City is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant activity scope.

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

2.5 **Salaries.** The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week.

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

3. USE OF FUNDS.

3.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded acti-

vity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

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

3.3 **In-eligible Uses of Funds.** In the event that City is found to have expended grant funds for ineligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87 "Cost Principles for State, Local, and Indian Tribal Governments"), such funds shall be returned to the County.

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

3.5 **Termination of Contract.** Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience, as set forth in section 13 below.

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

3.6 **Reversion of Assets.** Upon grant expiration, termination, or upon City becoming insolvent, City shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under City's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned grant funds or payments, if any, shall be treated by County as program income.

4. **PROGRAM ACTIVITY ELIGIBILITY.**

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

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

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

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

5. DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.

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

5.2 **Quarterly/Closeout Reports.** City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 90 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

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

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

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

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

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

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

6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

6.1 **General Uniform Administrative Requirements.** City shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87, "Cost State, Local, and Indian Tribal Governments").

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

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

7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

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

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

8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

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

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

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

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

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

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

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

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

8.5 **Labor Standards and Davis-Bacon and Related Act Requirements.** City shall comply with all applicable federal labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

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

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

9. CONSTRUCTION CONTRACTS

9.1 **Contract Provisions:** City and the County agree to include the following contract provisions in any construction contracts utilizing funds received pursuant to this Agreement:

(1) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all construction contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(2) **Davis-Bacon Act.** All prime construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148). Contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. City or County shall include a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. City or County shall report all suspected or reported violations to HUD.

(3) **Copeland "Anti-Kickback" Act.** All construction contracts shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), prohibiting the contractor from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City shall report all suspected or reported violations to HUD.

(4) **Contract Work Hours and Safety Standards.** Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5, which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40 hour work week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous.

(5) **Byrd Anti-Lobbying Amendment.** Any construction contract in excess of \$100,000 shall require the contractor to file the required Byrd Anti-Lobbying certification, certifying that the contractor will not and has not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a Federal contract, grant, or award, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

9.2 **Debarment and Suspension.** No contract may be awarded to parties listed on the government-wide exclusions in the System for Award Management, in accordance with the OMB guidelines at 2 CFR 180.

10. CONFLICTS OF INTEREST.

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

10.2 **Conflict of Interest.** City shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the City and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

10.3 **Lobbying and Disclosure Requirements.** City certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

11. DRUG-FREE WORK PLACE.

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

12. ENVIRONMENTAL LAW COMPLIANCE

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

12.2 **Clean Air Act and Federal Water Pollution Control Act.** Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. TERMINATION OF SERVICES & REVERSION OF ASSETS.

13.1 Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if City fails to comply with the terms and conditions of an award, including: (a) Failure of City to file required reports; (b) Failure of City to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to City by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

14. GENERAL TERMS AND CONDITIONS.

14.1 Other program requirements. City agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

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

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

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

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

14.6 Integration. This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both

written and oral. This Agreement may not be modified or altered except in accordance with section 14.3 or 14.4.

14.7 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which City or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

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

To City: See Attachment 1 – Urban County City Notice Information

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

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

14.10 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

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

– Signatures on following pages –

COUNTY OF STANISLAUS

By _____
Terrance Withrow
Chairman of the Board of Supervisors

_____ Dated

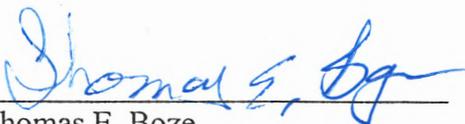
ATTEST: Christine Ferraro-Tallman
Clerk of the Board of Supervisors
of the County of Stanislaus, State of California

By _____
Elizabeth King
Assistant Clerk

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

By _____
Angela Freitas
Director

APPROVED AS TO FORM:
John P. Doering
County Counsel

By 
Thomas E. Boze
Assistant County Counsel

CITY OF NEWMAN

By _____
Ed Katen
Mayor

_____ Dated

ATTEST:

By _____
Mike Maier
City Clerk

APPROVED AS TO CONTENT:

By _____
Michael E. Holland
City Manager

APPROVED AS TO FORM:

By _____
Nubia I. Goldstein
City Attorney

APPENDIX A

**Neighborhood Stabilization Program (NSP)
Abandoned and Dangerous Building (ADB) Abatement Program**

In addition to the Community Development Block Grant (CDBG) Sub-recipient Agreement terms, the following terms shall apply to any Urban County member city who wishes to participate in Stanislaus County NSP Abandoned and Dangerous Building (ADB) Abatement Program:

WHEREAS the Neighborhood Stabilization Program (NSP) provides funding that can be used to reduce or eliminate blight;

WHEREAS, in August 2014, HUD approved the Stanislaus Urban County's NSP Substantial Amendment to allow the use of NSP program income funds to cover costs associated with ADB Abatement activities and costs as an effort to reduce or eliminate blight within NSP target areas; WHEREAS, Stanislaus County wishes to allow Stanislaus Urban County member cities to access NSP program income funds for ADB activities thereby addressing blight within their communities;

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

- A. County and City understand that the Program will operate on a reimbursement basis;
- B. \$50,000 of NSP 1 funding is made available in year one of participation. Future year fund allocations will be considered based future year available funding and consideration of individual city needs;
- C. Before incurring any ADB Program costs for which the city intends to be reimbursed for with NSP funds, City shall obtain approval of its ADB program from County by submitting City's program guidelines and procedures to County, to ensure that NSP regulations will be met. This will be a one-time review and approval unless guidelines undergo substantial changes. If substantial changes are made to the guideline, these will need to be discussed with Urban County Representatives to ensure continued program participation by the cities;
- D. Upon County's approval of City's program guidelines and procedures, City agrees it will obtain County's approval for each property to be abated by providing the address of each property to ensure that it is located in an NSP eligible area before costs are incurred or abatement activities begin;
- E. Upon County's approval of property address subject to ADB abatement, City must conduct environmental clearance before abatement activities begin;
- F. City agrees to provide backup documentation of all costs incurred for which the City is requesting reimbursement;

- G. City and County agree that reimbursement will be processed within 30-60 days provided no additional documentation is needed;
- H. Any ADB program costs recovered via the City's abatement process shall become NSP Program Income. Program income shall be handled in accordance with Section 24 CFR 570.504(c). City shall report to County any income generated by the expenditure of NSP ADB funds. Such program income shall be returned to County on a monthly basis. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose;
- I. City agrees to be available for periodic monitoring of fiscal and program records. County agrees to notify the city at least 15-days prior to a monitoring appointment via email or phone call to set a monitoring appointment time. County will send specific requests and direction related to monitoring, to include the scope of the monitoring visit, to City contact to assist the City in preparing records for monitoring;
- J. City agrees to submit quarterly program status reports to County, in conformance with the requirements of NSP, including an estimate of the number units abated via NSP ADB as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- K. City and County understand that CDBG Sub-recipient Agreement general terms shall prevail, as applicable, for the purposes of administering NSP ADB program.

Attachment 1
Urban County City Notice Information

City of Ceres
Department of Planning
2720 Second Street
Ceres CA 95307

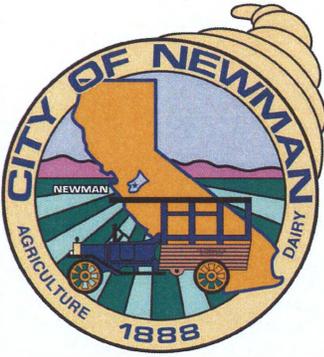
City of Hughson
Department of Planning
P.O. Box 9
Hughson CA 95326

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

City of Oakdale
Department of Planning
455 S. Fifth Street
Oakdale CA 95361

City of Patterson
Department of Planning
P.O. Box 667
Patterson CA 95363

City of Waterford
Department of Planning
P.O. Box 199
Waterford CA 95386



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

Date: July 30, 2015

To: Mayor and City Council

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

Subject: Item No. 8.f. – Approval of 3-Year Agreement with Newman Police Officer's Association.

At the July 28th City Council meeting, the Council approved the terms for a new three (3) year agreement with the Newman Police Officer's Association. Attached for your review is the finalized Memorandum of Understanding incorporating the approved terms and some minor changes to remain consistent with current laws and to reflect the results of the decertification election.

RESOLUTION NO. 2015-

**A RESOLUTION RATIFYING MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF NEWMAN AND THE NEWMAN POLICE OFFICER'S
ASSOCIATION ON BEHALF OF THE POLICE OFFICERS, CORPORALS AND
SERGEANTS BARGAINING UNIT**

WHEREAS, duly appointed representatives of the City of Newman and Newman Police Officer's Association representing certain employees of the City of Newman, to wit, Police Officers, Corporals And Sergeants employees bargaining unit - have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of such employees; and,

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newman that certain Memorandum of Agreement between the City of Newman and Newman Police Officer's Association dated August 11, 2015, is hereby approved and determined that Michael E. Holland, as City Manager is authorized to sign the same on behalf of the City of Newman.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 11th day of August, 2015 by Council Member _____, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

City Clerk of the City of Newman

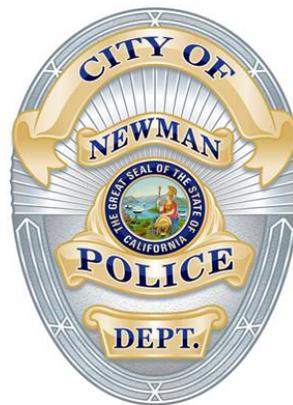
Exhibit “A”

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE**



CITY OF NEWMAN

AND THE



NEWMAN POLICE OFFICER'S ASSOCIATION

**FOR AND ON BEHALF OF THE
POLICE OFFICERS, CORPORALS AND SERGEANTS
FISCAL YEARS
2015/16 THOURGH 2017/18**

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF NEWMAN
AND THE
NEWMAN POLICE OFFICER'S ASSOCIATION
FOR AND ON BEHALF OF THE
POLICE OFFICERS, CORPORALS AND SERGEANTS**

This Memorandum Of Understanding, hereinafter referred to as the "Understanding," is made and entered into at Newman, California this 11th day of August 2015, by and between the City of Newman, hereinafter referred to as the "City," and the Newman Police Officer's Association, hereinafter referred to as the "NPOA" for and on behalf of the employees it represents. The term of the contract shall be July 1, 2015 through June 30, 2018.

DEFINITIONS

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

ARTICLE I. PURPOSE

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

ARTICLE 2. RECOGNITION

A. The City recognizes the Newman Police Officers’ Association as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours and conditions of employment, for all regular City employees of the Police Department, who were in the classifications of police officer, corporal and sergeant at the time this Understanding was entered into, but excluding all seasonal (those hired to work for a fixed period of time which is less than one year), casual, supervisory, or confidential employees and all, elected officials or officers of the City. This Understanding, unless otherwise indicated, governs those police officers in both bargaining units which are comprised of:

- Unit 1: Police Officer
- Unit 2: Corporals & Sergeants

B. The classifications or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be used by the City.

ARTICLE 3. NO STRIKE

A. The NPOA and the employees covered by this Understanding recognize and agree that the rendering of services to the community cannot under any circumstances or conditions be withheld, interrupted, or discontinued, and that to do so could endanger the health, safety, and welfare of the inhabitants thereof. Therefore, during the term of this Understanding, neither the NPOA nor its agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, strike, or any other interference with the work stoppage, strike, or any other obligations of the City, nor will it honor picket lines or sympathy strikes of other employers.

B. The NPOA agrees to notify all local officers and representatives of their obligations and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 3.A. to return to work.

C. The City may impose discipline, including discharge or suspension without pay on any, some or all of the employees participating therein, and/or any, some or all of the leaders of the labor organizations who so participate, as the City may choose. The City's decision with regard to such disciplined employees shall be final.

D. Nothing continued herein shall preclude the City from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 4. MANAGEMENT RIGHTS

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

1. The right to determine its mission and policies, and set forth all standards of service offered to the public;
2. To plan, direct, control and determine the operations or services to be conducted by employees of the City;
3. To direct the working forces;
4. To determine the number of personnel needed to carry out the departmental mission;
5. To hire, assign, schedule, and transfer employees within the department or other related functions;
6. To promote, suspend, discipline, or discharge for just cause;
7. To establish work and productivity standards subject to the meeting and conferring as required by law;
8. To assign overtime;
9. To lay off or relieve employees due to lack of work or funds or for other legitimate reasons;
10. To make, publish and enforce rules and regulations subject to meeting and conferring as required by law;
11. To introduce new or improved methods, equipment or facilities;
12. To determine whether goods and services shall be made or purchased;
13. To take any and all actions as may be necessary to carry out the mission of the City in situations of civil emergency as may be declared by the Mayor, the City Council the City Manager, or the Police Chief, provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Understanding.
14. The right to establish the appropriate criteria and duties for job assignments and appoint eligible officers to the positions. (FTO, SRO, Detective and Range Master.)

15. The City agrees to meet and confer with NPOA regarding any changes in hours or other working conditions that occur by either policy, resolution, or any other vehicle prior to implementation, unless emergency changes are needed during a declared state of emergency.

B. The preceding list is not intended to be exhaustive and this Understanding reserves the City all rights or powers not expressly limited by the terms of this Understanding. The Mayor, City Council, and City Manager have sole authority to determine the purpose and mission of the City and the amount of budget to be adopted thereto.

C. Nothing contained in this understanding shall be construed as a guarantee of permanent employment and continuance of employment shall be subject to good behavior, satisfactory work performance, necessity for the performance of work and the availability of funds.

ARTICLE 5. NON-DISCRIMINATION

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

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

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

ARTICLE 6. RETIREMENT

A. The city shall enter into a contract with PERS and provide retirement benefits under the State Public Employee Retirement Systems as follows:

Full-time employees hired before July 1, 2012 shall be entitled to the following benefit

| <u>Employee Type</u> | <u>Retirement Program</u> |
|---|---------------------------|
| Police Officers, Corporals, & Sergeants | <i>3% at 50 Formula</i> |

Beginning August 1, 2015, the City agrees to pay four (4%) percent of the Employee's Total Contribution Rate. Employee shall be responsible for the remaining share.

Beginning July 1, 2016, the City agrees to pay two (2%) percent of the Employee's Total Contribution rate. Employee shall be responsible for the remaining share.

Beginning July 1, 2017, Employee shall be responsible for the entire Employee's Total Contribution Rate.

Full-Time employees hired on or after July 1, 2012 shall be entitled to the following benefit.

| <u>Employee Type</u> | <u>Retirement Program</u> |
|---|---------------------------|
| Police Officers, Corporals, & Sergeants | 3% at 55 Formula |

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

Specific details regarding these retirement plans are available to employees from the Personnel Department.

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

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

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

| <u>Existing Safety Formula</u> | <u>New Safety Formula</u> |
|--------------------------------|---------------------------|
| 3% at Age 55 | 2.7% at Age 57 |

ARTICLE 7. INSURANCE PROGRAMS

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

A. Health Insurance.

1. Coverage. The City agrees to continue the current health care programs and funding mechanism. The City agrees to pay the actual cost of an employee's Health Insurance cost, up to the maximum monthly cap identified below; inclusive of all HSA deposits and insurance premiums. HSA deposits shall be paid semi-annually on the first working day in January and July. Early second allotments can be requested provided the employee signs an affidavit indicating that the first payment has been used for health care and the remaining is necessary for health care costs.

Beginning August 1, 2015 the monthly cap shall be \$1,075.

Beginning July 1, 2016, the monthly cap shall be \$1,150.

Beginning July 1, 2017, the monthly cap shall be \$1,250.

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

B. Dental/Vision Benefits

Beginning July 1, 2014 and extending through the term of this contract City shall offer employees and their dependents a dental insurance program. The City shall provide each employee under this coverage with a summary description of the program as attached hereto.

City costs in providing Dental/Vision Benefits shall not exceed the following average cost per employee: \$60/month

C. Health and Dental/Vision Benefit Costs

1. City cost for providing health and dental/vision benefits during the term of this contract shall not exceed those limits enumerated above. Employees will be responsible for payment of premiums exceeding the above limits.
2. Effective January 1, 2014, employees who can demonstrate that they have health insurance from a source other than the City, shall be allowed to cancel their participation in a City health insurance program, subject to the program's limitations. Such employees shall have \$450 contributed monthly by the City on their behalf to either a City provided deferred compensation plan or added to the employee's pay. Payments will be made semi-monthly. Employees shall be required to sign an affidavit attesting they have health care coverage provided by other source(s).

ARTICLE 8. WAGES

A. Wage Increase

Effective July 1, 2015, the City agrees to award a 4% wage increase (COLA) to the employee's annual base salary.

Effective July 1, 2016, the City agrees to award a 4% wage increase (COLA) to the employee's annual base salary.

Effective July 1, 2017, the City agrees to award a 4% wage increase (COLA) to the employee's annual base salary.

B. K-9 Officer Compensation

Newman K-9 officers will be provided a take home K-9 vehicle for use relating to their duties as K-9 officers. This includes travel to and from work, to and from weekly training, and other approved duty uses by the Chief of Police. The use of this vehicle in

conjunction with an incentive pay of 2% includes all compensation for the care, grooming, feeding, cleaning and other required duties for the K-9. The exclusive use of this vehicle and incentive pay additionally compensates for the required attendance and travel time to the 16 hours of training to be completed each month. The City and NPOA agree that no additional compensation will be paid in any form for the care, grooming, feeding, training, or travel relating to the duties of a K-9 officer.

C. Police Department Incentive Program.

The City and NPOA wish to craft an incentive program for compensation which recognizes and rewards employees who achieve job related education, job related certification, job related skills and/or who perform special duties which add value to their service to the Department and community.

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

1. Incentive Pay (all members of the bargaining units are eligible). Members sworn into duty on or after July 1, 2009 may receive a maximum total of 10% incentive pay.
 - a. Associate of Arts and/or Science from an accredited college 3% or Bachelor of Arts and/or Science from an accredited college 6%.
 - b. Intermediate POST Certificate: 2 ½%
 - c. Advanced POST Certificate: 2 ½%
 - d. Bi-lingual English-Spanish: 2 ½%
 - e. Bi-lingual incentive requires certification as bi-lingual in English and Spanish, both spoken and written. Said certification shall be determined by the city subject to review and input by the NPOA. Bi-lingual officers shall be fluent to a level so as so easily communicate with Spanish speaking residents, victims, suspects and witnesses on police matters. Upon recommendation by the Police Chief, subject to City Manager approval other languages may qualify for bi-lingual incentive pay subject to the same certification requirements.
 - f. Longevity Pay: 5% following 7 full years of continuous service as a full time employee.
2. Assignment Pay
 - a. Field Training Officer: 2 ½% (up to 3 slots)
To receive Field Training Officer incentive pay an officer must meet certain criteria including length of service, successful completion of Field Training Officer School and other criteria developed by the Police Chief and approved by the City Manager.

- b. Rangemaster Safety: 2 ½% (1 slot)
This position is not eligible for either overtime or CTO arising from duties necessary to perform its functions.
- c. Detective Assignment: 2 ½% (1 slot)
- d. School Resource Officer: 2 ½% (1 slot)

These special designations shall meet training and skill criteria established by the Police Chief and approved by the City Manager. Designation of assignments for Field Training Officer(s) and Rangemaster shall be for a period of twenty-four (24) months and said duties shall generally not require the use of overtime. Other position shall be for a period of no less than twelve (12) months. A Police Officer may be assigned to either Field Training Officer, Detective or School Resource Officer position. In addition, an officer, corporal or sergeant may be assigned as Rangemaster Safety.

ARTICLE 9. OVERTIME/COMPTIME

- A. Time worked in excess of a regularly assigned shift shall be compensated at time and one half (1.5) the regular rate of pay, or compensatory time off (CTO) at the rate of time and one half (1.5) hours credit per hour worked in quarter hour increments.
- B. Employees who have worked overtime shall submit for CTO credit in order to accumulate time or compensation to be paid in the following pay period.
- C. Employees may accumulate up to a maximum of eighty (80) hours of CTO. Employees may submit for CTO compensation at a minimum of twenty (20) hours up to a maximum of forty (40) hours to be paid quarterly. Any time in excess of eighty (80) hours shall automatically be paid in the following pay period.
- D. The City and NPOA will approve language to address the School Resource Officer's (SRO) work schedule. The SRO will work Monday through Friday. SRO will receive CTO for the additional hours. Accumulated CTO must be used during scheduled District breaks. Accumulated CTO remaining after the school year is completed shall be taken during the summer months and will not be cashed out. SRO may not take extended vacation days during the School's calendar year. All vacation requests shall be subject to the Chief's approval.
- E. Use of Accruals. The City agrees to allow the use of accrued CTO on an hour per hour basis.
- F. For purposes of this section, overtime recorded by the City Finance Director is the only time recognized.
- G. Overtime worked for special events funded outside the Newman Police budget shall be automatically paid in the following pay period.

ARTICLE 10. COURT TIME

A. Court Appearances. Court appearances required in the course and scope of employment shall be compensated at time and one half for time spent in court if such appearance is immediately following a regular work shift or if such appearance is set within one hour's time of the beginning of a regular work shift. A court appearance outside of a regularly scheduled duty shift shall be considered overtime and shall be compensated at time and one half.

B. A minimum of four (4) overtime hours shall be recorded for any such appearance(s) prior to 1:00 p.m. A separate minimum of four (4) overtime hours shall be recorded for any such appearance between 1:00 p.m. and 6:00 p.m.

ARTICLE 11. CALL-BACK

A. Employees who are required to return to work after completion of their work shift shall receive a minimum of two (2) hours pay at the overtime rate. Police department personnel shall receive a minimum of three- (3) hours overtime pay. Hours worked in excess of the two (2) hours or three (3) hours shall be paid in the manner provided in SEC. 511. Overtime compensation shall commence at the time an employee reaches the location where he/she is directed to report.

B. As a convenience to the employee and to allow the employee greater use of personal time, the City will provide a pager to any police department employee placed on standby, provided the employee is able to appear for duty within 30 minutes.

ARTICLE 12. VACATION SCHEDULING

A. Request for Vacation. Every effort shall be made to accommodate vacation requests of employees who submit requests for their priority vacations at least thirty (30) days prior to the posting of the six (6) month shift schedule. Vacation requests shall be approved by order of seniority. Vacation requests submitted after the posting of the six (6) month shift schedule are subject to the approval of the Department Head on a first submission basis.

B. Use of Accrued vacation and Sick Time. Employees working the 4-11 schedule as defined in Article 13, Work Schedule shall be allowed to use accrued vacation and sick time on an hour for hour basis. Full shifts shall be considered ten (10) hours. All other employees shall be allowed to use accrued vacation and sick time on an hour per hour basis.

ARTICLE 13. WORK SCHEDULE

A. The 4/11 work week shall consist of four (4) consecutive duty days for which the employee shall work eleven (11) hours per day, followed by four (4) days off, in a twenty four (24) day work period. Detective will remain at 4/10 schedule without payback days. Canine Handlers will work 4-11 with hours 1600 – 0300, subject to adequate staffing levels.

B. The 4/11 schedule requires employees work fifty-five (55) hours per calendar year as “pay back days” in addition to their regular schedule. The parties acknowledge two (2) days or twenty two (22) hours will be deducted from Holiday Pay, thereby reducing the total number of payback days to three (3) days or thirty three (33) hours. One mandatory “pay back day” will consist of

the annual "Fall Festival." The remaining two (2) days owed will be paid back to the City through various training in or outside the Department as well as other special projects that may develop throughout the year. Each of these days will consist of up to eleven (11) hours of training, excluding any time for lunch and breaks. These non-specified days require 14 calendar day advance notice to the employee(s) unless mutually agreed upon by the employee and Chief of Police.

C. The City agrees not to change the concept of the 4/11 schedule during the contract period unless either mutually agreed upon by the police officer's association (POA) and City or during a declared state of emergency.

ARTICLE 14: SCHOOL RESOURCE OFFICER (SRO)

A. SRO Work Schedules: SRO's will be assigned a work schedule of five (5) days a week, nine and one-half (9.5) hours per day, this includes 30 minutes for lunch. The purpose of this schedule is to replicate, as much as possible, the school's calendar and to ensure, to the extent possible, that a SRO is available during the school's class and/or activity hours.

SRO's will not normally be scheduled to work the traditional three (3) weeks during the school year that school is closed (winter holiday and spring break) and will be scheduled off during Thanksgiving week; via the use of comp time.

There may be instances of a holiday falling during a school week during the school year. When this occurs, the SRO's will adjust their work schedules to a 4/10 plan and the holiday will be a regularly scheduled day off.

There are school "in-service" days during the school year. The SRO's work schedule would remain on the schedule. When "in-service" days occur during the school year, the following options are available at the discretion of the Police Chief or the SRO's supervisor:

- a. SRO's may be assigned to work on special projects or,
- b. SRO's may be assigned to work patrol; or,
- c. SRO's may be assigned to work at the Junior High School level (providing the Junior Highs are not also off on "in-service"); or,
- d. SRO's may use accrued comp time, vacation or holiday time to take an "in-service" day off.
- e. SRO's may adjust their work schedules to a 4/10 shift during the scheduled "in-service" week, with supervisor approval.

B. Compensatory Time Off (CTO): The parties share a mutual interest in maximizing the availability of compensatory time off (CTO) for SRO's. With this thought in mind, the parties agree to increase the maximum comp time accrual for SRO's to 390 hours. This increased comp time bank will apply to SRO's only. The parties agree it is their mutual expectation that the increased comp time bank will be used by SRO's for an extended absence during the summer months as determined by the needs of the Department.

SRO's acknowledge their work schedules will require working special events such as dances, graduation, sporting events, etc. Schedule adjustments will continue to be permitted if the SRO so elects in lieu of overtime or compensatory time.

Agreement to modify the SRO's work schedule is entered into for purposes of providing better service to community schools, enhancing the partnership between the schools and the City of Newman, strengthening relationships between students and the Newman Police Department, attracting qualified Police Officers to serve as SRO's to provide a positive reduction in the crime rate associated with truancy, and to most effectively manage police resources.

The parties agree that if an SRO leaves the SRO Program at a time other than the beginning of a school year, accrued comp time over 80 hours will be handled in the following manner:

- a. Upon the SRO's Retirement or Resignation: Employees will be cashed out at their regular hourly rate of pay;
- b. Upon the SRO's Voluntary or Involuntary Transfer: Employees will be paid out any accrued comp time hours to get back down to the maximum hours the City of Newman will allow for Police Officers.

ARTICLE 15. BULLETIN BOARDS AND INTEROFFICE MAIL

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

ARTICLE 16. FAIR SHARE FEES

The employer will deduct from the employee's payroll dues for the NPOA and will disburse deducted funds to the NPOA pursuant to the following:

NPOA Dues and Service Fee: All regular full-time employees shall, as a condition of continuing employment, become and remain members of the NPOA or shall pay a representation service fee which is the employee's proportionate share of the NPOA's cost of meeting and conferring and administering the MOU. Such representation service fee shall in no event exceed the total regular periodic membership dues paid by unit employees.

Implementation: Any employee subject to this Understanding shall be provided through the employer with a notice advising that the employer has entered into a Fair Share agreement with the NPOA and that all employees subject to the Understanding must either join the NPOA, pay a service fee or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of NPOA dues or a service fee, or a charitable contribution equal to the service fee. Said employee shall have five working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the employer. If the form is not completed properly and returned within five working days, the employer shall commence and continue a payroll deduction of NPOA dues from the regular pay of such employee.

Effective Date: The effective date of NPOA dues, service fee deductions or charitable contribution for such employees shall be the beginning of the first pay period of employment or the pay period following the ratification and adoption of this agreement by the NPOA and the employer or after the NPOA has complied with paragraph 6.

Religious Exemption: Any employee subject to this Understanding who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization, shall, upon presentation of verification of active membership in such religion, body or sect be permitted to make a charitable contribution equal to the NPOA dues or service fee, to a non-religious, non-labor charitable fund exempt from taxation under Section 501 C(3) of the Internal Revenue code chosen by the employee from any fund maintained by the United Way of Stanislaus. Declarations of or applications for religious exemption and any supporting documentation shall be forwarded to the NPOA within fifteen days of receipt by the employer. The NPOA shall have fifteen days after receipt of a request for religious exemption to challenge any exemption granted by the employer. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution to the challenge. Charitable contributions shall be by regular payroll deduction only.

Exclusion of Employees: The Agency Shop provisions set forth herein shall not apply to management, confidential or supervisory employees. Any position so designated may be disputed by the NPOA, and the matter shall be decided by an arbitrator.

Financial Report: The NPOA will cause to be prepared an audit of chargeable and non-chargeable expenses on an annual basis and pursuant to applicable law, shall provide such report to individuals who have chosen or may choose to pay a service fee.

Hold harmless: NPOA shall indemnify and hold the employer and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein.

ARTICLE 17. DUES CHECKOFF

A. Checkoff. Upon receipt of a signed authorization from an employee in the form set forth in Appendix A, the regular semi-monthly dues (uniform in dollar amount) of the NPOA shall

be deducted from such employee's pay. The Financial Officer of the NPOA shall notify the Payroll Department (with a copy to Personnel) by certified mail the amount of NPOA dues to be deducted. Deductions shall be made on each pay period and shall be remitted promptly to the Financial Officer of the NPOA. The NPOA shall give the City thirty (30) days notice of any change in the amount of NPOA dues to be deducted. A participating employee may revoke the voluntary dues deduction at any time by written notice to the City.

B. PORAC/LDF. Upon receipt of signed authorization from an employee, the regular quarterly dues of PORAC and PORAC's Legal Defense Fund shall be deducted from such employee's pay. The Financial Officer of the NPOA shall notify the payroll Department (with a copy to Personnel) by certified mail the amount of PORAC/LDF dues to be deducted. Deductions shall be made each pay period and shall be remitted quarterly to the Financial Officer of PORAC or otherwise, as directed. The NPOA shall give the City thirty (30) days notice of any change in the amount of dues to be deducted. A participating employee may revoke the voluntary dues deduction at any time by written notice to the City.

C. Indemnification. The NPOA shall indemnify the City and any Department of the City and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the City or any Department of the City for the purpose of complying with the provisions of this Article. The NPOA will also refund to the Employer any amount paid to the NPOA in error by reason of the dues deduction provision. The NPOA agrees to reimburse the City for the cost of making such deductions, said cost to be not more than one percent (1%) of the amount deducted.

ARTICLE 18. DISABILITY INSURANCE

Employees have elected to change to the PORAC Long-Term Disability Insurance Program in lieu of membership in the State Disability Insurance (SDI) Program. The costs associated with the employees' participation in this program shall be borne by the employees.

ARTICLE 19. UNIFORM ALLOWANCE

Regular Police personnel required to wear uniforms in the performance of their duties shall receive a uniform allowance of \$1,050; payable no later than the Wednesday before Thanksgiving in a check separate from standard payroll.

Beginning July 1, 2017 the uniform allowance shall increase to \$1,150.

Such allowances are to be used to acquire and maintain the specific departmental uniform in a neat and proper manner. New officers, upon approval of Police Chief, may draw an advance on their uniform allowance to purchase their initial uniforms. Should the officer leave city service prior to accruing the uniform allowance advance, such outstanding advances shall be deducted from the officer's final compensation.

ARTICLE 20. STAND-BY PAY: POLICE

A. Employees assigned to standby during their normal off-duty time of a normally regular scheduled duty day shall receive one (1) hour at straight CTO credit for each 24-hour period.

Employees assigned to standby on a regularly scheduled day off shall receive two (2) hours at straight CTO credit for each 24-hour period. A 24-hour period is defined as beginning at 12:00 am and ending at 11:59 pm.

B. Employees assigned to one week on standby shall receive eight (8) hours at straight CTO credit.

C. Except for employees on weekly standby, if an employee is called out while on standby, the callout provisions supercede and no standby time will be paid.

ARTICLE 21. INCORPORATION OF PERSONNEL RULES

The City of Newman Personnel Rules, as legally adopted by the City Council, are incorporated as part of this Understanding. Prior to implementing any changes during the term of this Understanding which fall under Meyers-Milias-Brown, the City will first Meet and Confer with the NPOA. Changes not requiring Meet and Confer may be made as necessary by the City.

ARTICLE 22. ENTIRE UNDERSTANDING

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

ARTICLE 23. SAVINGS

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

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

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

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

ARTICLE 24. TERM OF UNDERSTANDING

This Understanding shall be effective as of the first day of July, 2015 and shall remain in full force and effect until the 30th day of June 2018, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred eighty (180) days prior to the anniversary date that it desires to modify or terminate this Understanding.

In the event such notice is given, negotiations shall begin no later than one hundred twenty (120) days prior to the anniversary date. This Understanding shall remain in full force and effect during the entire period of negotiations for a modification of this Understanding, and shall be automatically extended until such time as a new or modified Understanding is approved by both parties, effective date of termination notwithstanding.

FOR THE CITY

Michael E. Holland
City Manager

FOR THE NPOA

Chuck Flesher
Labor Consultant

Chad Earle
Unit Representative

Edgar Lopez
Unit Representative

Jason Gosselin
Unit Representative



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

Date: July 31, 2015

To: Mayor and City Council

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

Subject: Item No. 8.g. – Support for Designating Highway 132 as the John Muir Highway.

In a show of support for the John Muir Geotourism Center and the City of Waterford, the attached resolution would endorse the designating of Highway 132 as the John Muir Highway. The designation is intended to memorialize the traditions and accomplishments of John Muir while providing a marketing brand for Highway 132; an underappreciated scenic route to Yosemite National Park. The City of Waterford hopes to realize an increase in tourism with the designation. Staff submits this Resolution for Council consideration to show our support for a fellow Stanislaus County city.

RESOLUTION NO. 2015-

**A RESOLUTION SUPPORTING THE DESIGNATION OF HIGHWAY 132
AS THE JOHN MUIR HIGHWAY**

WHEREAS, the route taken in 1868 by famed naturalist John Muir on his first visit to Yosemite was parallel to today's existing county-maintained J-132 route above historic Coulterville, and

WHEREAS, the Mariposa County Board of Supervisors and John Muir historians have secured for the J-132 segment the designation of the John Muir Highway, and

WHEREAS, the John Muir Geotourism Center, the nation's first geotourism center, which is headquartered in Coulterville, is seeking an extension of the John Muir Highway designation to the full length of the State Route 132 corridor from its western connections with 1-5 and 1-580 to Coulterville, and

WHEREAS, this designation is intended to memorialize the traditions and accomplishments of John Muir but also to provide a marketing brand for Route 132, which is under-appreciated as an alternate scenic route to Yosemite National Park, and that with creative marketing could become a popular travel option for tourists from northern California and beyond.

WHEREAS, tourism is known to be a vital source of income, especially for jurisdictions that work cooperatively within a regional framework that connects areas of common values and sites of interest, and

WHEREAS, the John Muir Geotourism Center is also seeking relationships with jurisdictions and institutions in the San Joaquin River Valley, as well as the Sierra.

THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF NEMAN endorses the efforts of the John Muir Geotourism Center to create a tourism development program for Highway 132 beginning with branding of the route as the John Muir Highway.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 11th day of August, 2015 by Council Member _____, who moved its adoption, which motion was duly seconded and was adopted upon roll call vote.

AYES:
NOES:
ABSENT:

APPROVED:

ATTEST:

Mayor

City Clerk

REPORT ON NUISANCE ABATEMENT

RECOMMENDATION:

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

BACKGROUND:

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

ANALYSIS:

This notice informs property owners of all nuisance abatement procedures, option and their right to object at a public hearing. It is anticipated that many property owners will comply with the abatement notices prior to the hearing date. A final compliance survey will be done on Monday, August 10, 2015. A list of properties that have not complied with the abatement notice will be handed out at the council meeting prior to the public hearing.

FISCAL IMPACT:

None

CONCLUSION:

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

ATTACHMENTS:

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

Respectfully submitted,



Randy Richardson, Chief of Police

REVIEWED/CONCUR:



Michael Holland, City Manager

RESOLUTION NO. 2015-

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

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

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

WHEREAS, said hearing was held on August 11, 2015, at 7:00 p.m., as in said notice provided; and,

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

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

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 11th day of August, 2015 by Council Member _____, who moved its adoption, which motion was duly seconded and was adopted upon roll call vote.

AYES:
NOES:
ABSENT:

APPROVED:

Mayor

ATTEST:

Deputy City Clerk

City of Newman
Abatement list

1. 740 bunting Ln.

Overgrown weeds growing on side yard

2. 1284 Duck Blind

Tall weeds throughout front and side yard

3. 2151 Redwood

Tall weeds throughout front and side yard



S045





PICK B
CANVAS





RECYCLING
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HYBRID

2.8L

3 MONTHS



Honorable Mayor and Members
of the Newman City Council

**REPORT ON PROPOSED ORDINANCE TO STREAMLINE/EXPEDITE PERMITTING
PROCEDURES FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS**

RECOMMENDATION:

1. Conduct Public Hearing
2. Conduct Second Reading Of Ordinance No. 2015- , Amending Title 4 Building Regulations, of the Newman City Code, Adding Chapter 4.23 Small Residential Rooftop Solar Systems.
3. Adopt Ordinance and authorize staff to publish a summary of said ordinance.

BACKGROUND:

Section 65850.5(a) of the California Government Code (CGC) provides that it is the policy of the State to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems. In furtherance of that objective, Section 65850.5(g)(1) of the California Government Code requires that, on or before September 30, 2015, every city, county, or city and county must adopt an ordinance that creates a streamlined/expedited permitting process for small residential rooftop solar energy systems.

The City currently streamlines the review of such applications by reviewing and issuing applications in a timely manner. The City also currently can accept and approve such applications (at the building counter, electronically or fax). The City, by current processes, already streamlines/expedites the review of such applications.

The City, however, needs to adopt an ordinance as mandated by CGC Section 65850.5(g)(1). The attached ordinance is intended to satisfy that requirement. The ordinance codifies the requirements of Section 65850.5(g)(1), such as accepting and approving applications electronically, directing the City's Building Official to develop a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review, and authorizing the Building Official to administratively approve such applications.

On July 28, 2015, the City Council was presented with and subsequently held the first reading of Ordinance No. 2015- , Amending Title 4 Building Regulations, of the Newman City Code, Adding Chapter 4.23 Small Residential Rooftop Solar Systems.

FISCAL IMPACT:

There is no anticipated fiscal impact as the costs would be recovered through existing building permit fees. As noted, the Building Department is currently providing streamline reviews and electronic submittal of applications for small residential rooftop solar systems.

CONCLUSION:

To comply with the Section 65850.5(a) of the California Government Code, staff recommends that the Council hold the public hearing, waive the second reading and adopt Ordinance No. 2015- , Amending Title 4 Building Regulations, of the Newman City Code, Adding Chapter 4.23 Small Residential Rooftop Solar Systems and authorize staff to publish a summary of said ordinance

ATTACHMENTS:

1. Ordinance No. 2015-

Respectfully submitted,



Mike Brinkman
Building Official

REVIEWED/CONCUR



Michael Holland
City Manager

ORDINANCE NO. 2015-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWMAN, CALIFORNIA,
AMENDING TITLE 4 BUILDING REGULATIONS OF THE NEWMAN CITY CODE,
ADDING CHAPTER 4.23 SMALL RESIDENTIAL ROOFTOP SOLAR PERMITTING
PROCEDURES**

WHEREAS, Subsection (a) of Section 65850.5 of the California Government Code provides that it is the policy of the State to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems; and

WHEREAS, Subdivision (g)(1) of Section 65850.5 of the California Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance, consistent with the goals and intent of subdivision (a) of Section 65850.5, that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.

The City Council of the City of Newman does ordain as follows:

Section 1.

That Title 4 – Building Regulations of the Newman City Code be amended to add Chapter 4.23 Small Residential Rooftop Solar Permitting Procedures as stated in Attachment “A”, attached hereto and made a part hereof by this reference.

Section 2.

Severability. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3.

All other sections and provisions of Titles 4 shall remain in full force and effect.

Section 4.

That a duly noticed public hearing was held by the City Council on August 11, 2015.

Section 5.

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

Introduced at a regular meeting of the City Council of the City of Newman held on the 28th day of July, 2015 by Council Member Martina and adopted at a regular meeting of said City Council held on the 11th day of August, 2015 by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

ATTEST:

Mayor of the City of Newman

City Clerk

ATTACHMENT "A"

Chapter 4.23 Small Residential Rooftop Solar Permitting Procedures

Sections:

- 4.23.010 Purposes.
- 4.23.020 Definitions.
- 4.23.030 Permitting Process
- 4.23.040 Inspection Process

4.23.010 Purpose.

Section 65850.5 of the California Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.

4.23.020 Definitions.

Electronic submittal means the utilization of one or more of the following:

1. e-mail,
2. the internet,
3. facsimile.

Small residential rooftop solar energy system means all of the following:

1. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.
2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City and paragraph (iii) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.
3. A solar energy system that is installed on a single or duplex family dwelling.
4. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

Solar energy system has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

4.23.030 Permitting Process

The expedited, streamlined permitting process for small residential rooftop solar energy systems shall comply with the applicable requirements contained in Title 4 - Building Regulations, of the Newman Municipal Code and all of the following:

1. The Department shall develop a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review.
2. The checklist and required permitting documentation shall be published on a publically accessible internet website.
3. As allowed by available resources, the Department shall allow for electronic submittal of a permit application and associated documentation and shall allow electronic signature in lieu of a wet signature.
4. Upon confirmation, by the Department that the application and supporting documentation are complete and meet all requirements of the California Building Standards Codes, the Department shall approve the application and issue all required permits.

4.23.040 Inspection Process

Small residential rooftop solar energy systems eligible for expedited, streamlined permitting process shall only require one inspection, unless the installation is found to be out of compliance with the California Building Standards Codes or a separate fire safety inspection is required. Inspection requests shall be made in compliance with Title 4- Building Regulations, of the Newman Municipal Code

Honorable Mayor and Members
of the Newman City Council

REPORT ON ZONE CHANGE (ZC #15-01)

RECOMMENDATION:

1. Open a Public Hearing and accept public comment regarding the proposed Zone Change/Ordinance
2. Conduct Second Reading of Ordinance No. 2015- , An Ordinance Amending Title 5, Zoning And Accompanying Zoning Maps Of The City Of Newman.

BACKGROUND:

In the late 1990's, the former Newman Redevelopment Agency (RDA) acquired the property with the intention of developing a School District funded senior center. The District elected to build the McConnell Adult Education Center on the Von Renner campus instead; leaving the parcel vacant.

In 2011, RDA's were eliminated by the State of California via AB1X 26 and AB 1X 27. As a part of that process, all RDA-owned assets had to be utilized or disposed of. The re-zoning of the subject property will allow it to be transferred to City ownership and subsequently developed as new park space.

On July 16, 2015, the Planning Commission unanimously recommended approval of the Zone Change to the City Council. The first reading of Ordinance No. 2015- , An Ordinance Amending Title 5, Zoning And Accompanying Zoning Maps Of The City Of Newman was held by the City Council on July 28, 2015, no additional public comments/concerns were raised.

ANALYSIS:

The subject site and surrounding parcels are all residentially zoned. Given the parcel's small size, unique shape, existing CCID pipelines and Code required development standards; the parcel is not suitable for residential development. However, the proposed zone (and subsequent open space/park development) is compatible with residential zoning districts and consistent with its General Plan residential land use designation.

Pursuant to the California Environmental Quality Act (CEQA) and the City of Newman Environmental Quality Guidelines, it has been determined that this project has already met environmental review requirements through the adopted General Plan EIR.

FISCAL IMPACT:

None

CONCLUSION:

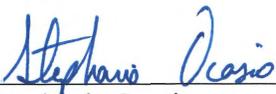
The proposed project is to re-zone a single parcel from R-2 to P-Q to allow for the development of park space on a currently vacant parcel, this proposal is consistent with the Newman 2030 General Plan and has been recommended by the Planning Commission. If approved, an amendment to the current Zoning Map to reclassify the parcel as open space (i.e. P-Q zoning) will be completed via the Ordinance process. Should the re-zoning not be approved, the subject property will continue to be zoned R-2 and may have to be disposed of (i.e. sold) by the former RDA; creating the potential for future non-park development.

Therefore, staff recommends that the Council hold the public hearing, approve the zone change and conduct the second reading of Ordinance No. 2015- , An Ordinance Amending Title 5, Zoning And Accompanying Zoning Maps Of The City Of Newman; rezoning 2070 Prince Street from R-2 to P-Q.

ATTACHMENTS:

1. Exhibit A – Ordinance No. 2013- , An Ordinance Amending Title 5, Zoning And Accompanying Zoning Maps Of The City Of Newman.

Respectfully submitted,


Stephanie Ocasio
City Planner

REVIEWED/CONCUR


Michael Holland
City Manager

ORDINANCE NO. 2015-

**AN ORDINANCE AMENDING TITLE 5, ZONING AND ACCOMPANYING ZONING
MAPS OF THE CITY OF NEWMAN**

WHEREAS, the Newman 2030 General Plan was adopted on April 10, 2007 designating the project site as Medium Density Residential; and

WHEREAS, the Planning Commission has recommended approval of a zone change at a certain area known as 2070 Prince Street (APN 128-060-021); and

WHEREAS, it is the City's desire to rezone said territory's zoning designation from R-2 (Duplex Residential) to P-Q (Public and Quasi-Public); and

WHEREAS, the Planning Commission has conducted a public hearing on the proposal and recommended approval of the zone change (ZC No. 15-01); and

WHEREAS, it has been determined that the zone change will not have a significant adverse environmental effect.

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

Section 1.

That certain real property situated in the City of Newman, County of Stanislaus, State of California, more articulately described above, is hereby changed and rezoned from R-2 (Duplex Residential) to P-Q (Public And Quasi-Public).

Section 2.

That a duly noticed public hearing was held by the City Council on August 11, 2015.

Section 3.

This Ordinance shall take effect and be in full force and operation from and after 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published and circulated in the West Side Index, the official newspaper of the City of Newman.

Introduced at a regular meeting of the City Council of the City of Newman held on the 28th day of July, 2015 by Council Member Martina, and adopted at a regular meeting of said City Council held on the 11th day of August, 2015 by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor

ATTEST:

City Clerk