



**AGENDA**  
**NEWMAN CITY COUNCIL**  
**REGULAR MEETING NOVEMBER 10, 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. Presentation By StanCOG Regarding Fiscal Year 2016/17 Unmet Transit Needs Assessment. ([View Presentation](#))
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 October 27, 2015 Meetings. ([View Minutes](#))
9. Public Hearings.
10. Regular Business
  - a. Report On Modesto Convention Corporation Event At The Downtown Plaza. ([View Report](#))
  - b. Adopt Resolution No. 2015- , A Resolution Authorizing The City Manager To Execute A First Amendment To The Agreement For City Attorney Services With Churchwell White, LLP. ([View Report](#))
11. Items From District Five Stanislaus County Supervisor.
12. Items From The City Manager And Staff.
13. Items From City Council Members.
14. Adjournment.

### **Calendar of Events**

November 10 - City Council - 7:00 P.M.

November 11 - Veteran's Day - City Offices Closed.

November 12 - Recreation Commission - 7:00 P.M.

November 16 - Westside Homelessness Action Committee Meeting - 6:30 P.M. - Patterson

November 17 - Two-On-Two Meeting With The School Board - 4:00 P.M.

November 17 - Community Committee Meeting - 6:30 P.M.

November 19 - Planning Commission - 7:00 P.M.

November 24 - City Council - Cancelled.

November 26-27 - Thanksgiving Holiday- City Offices Closed.

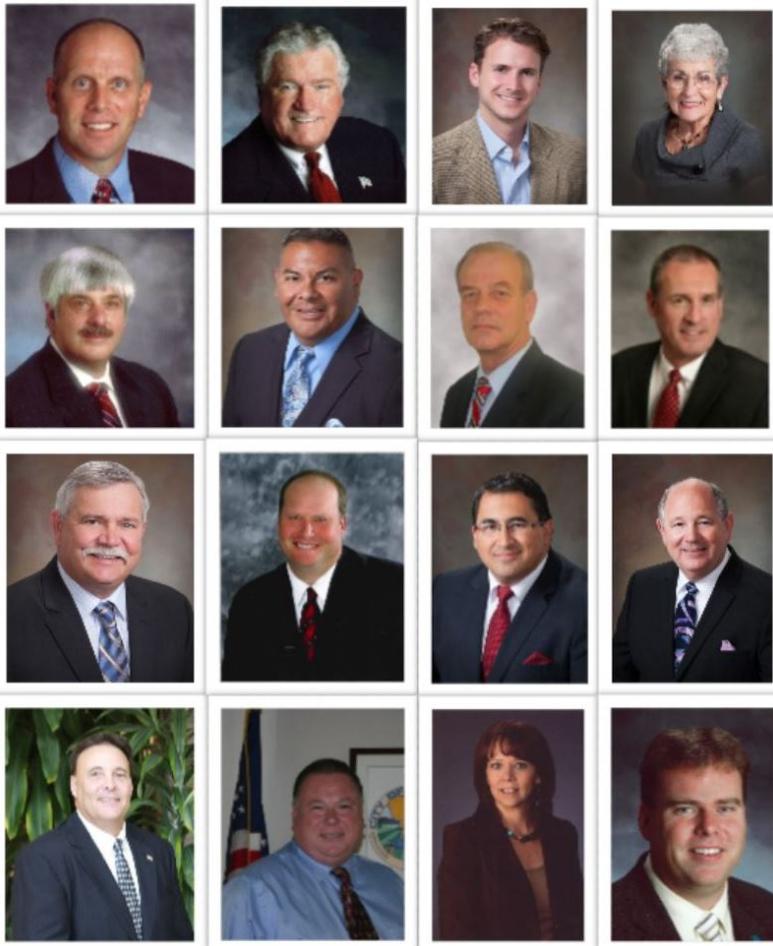
# The Transportation Development Act and the Unmet Transit Needs Process

A Presentation to the City of Newman City Council  
from the Stanislaus Council of Governments



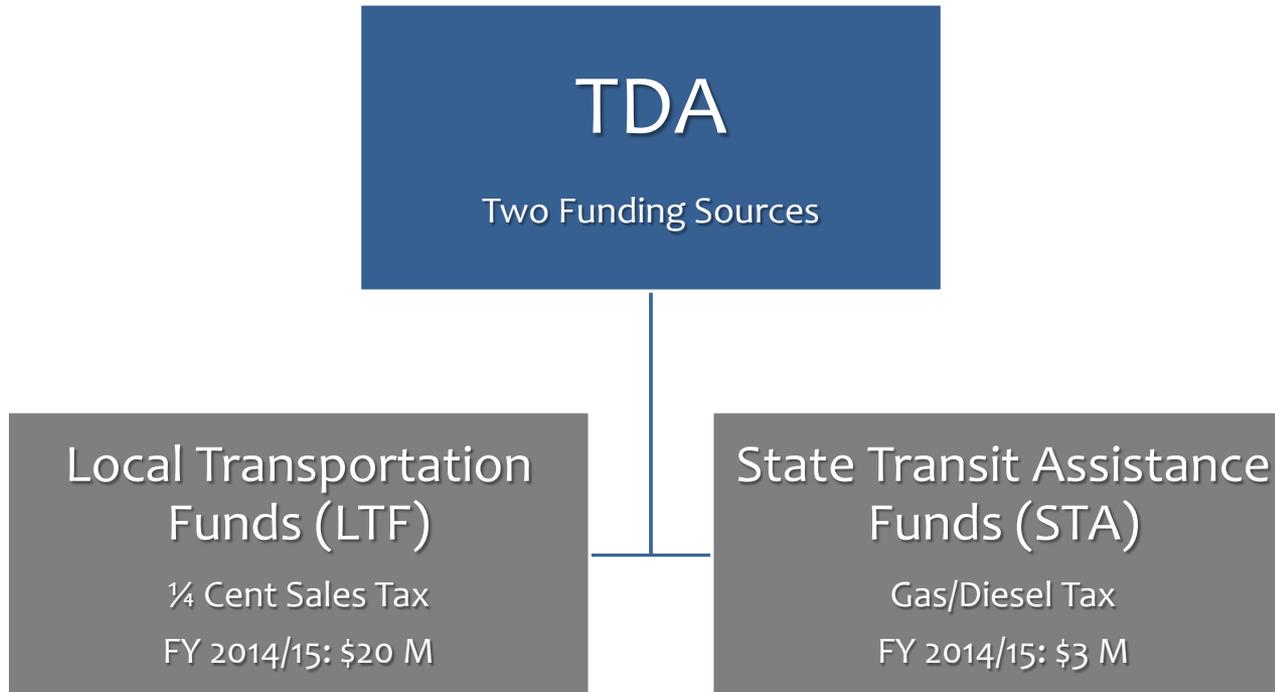
November 10, 2015

# Stanislaus Council of Governments (StanCOG)



- Joint Powers Authority with representatives from each City and the County
- Serves as the Metropolitan Planning Organization (MPO) and Regional Transportation Planning Agency (RTPA) for the Stanislaus region

# StanCOG and the TDA



# StanCOG's TDA Responsibilities

- **Every Five Years:**
  - Define “Unmet Transit Need” and “Reasonable to Meet”
- **Annually:**
  - Conduct at Least 1 Public Hearing
  - Prepare Unmet Transit Needs Identification and Analysis Report
  - Resolve “Unmet Transit Needs” that Are “Reasonable to Meet” before LTF Used for Non-Transit Purposes

# Unmet Transit Needs Process

Public  
Hearings

Analysis  
Report

Policy Board  
Approval

Funds  
Distributed

# Unmet Transit Needs Process

Public  
Hearings

Analysis  
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Policy Board  
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Funds  
Distributed



# Public Hearing Schedule

*Wednesday*

*October 21, 2015*

*6pm*

*StanCOG Policy Board*

*1111 I Street, Suite 308*

*Modesto, CA*

**Tuesday**

**December 15, 2015**

**6pm – 7pm**

Gene Bianchi Community Center

110 S. 2<sup>nd</sup> Avenue

Oakdale, CA

**Thursday**

**November 12, 2015**

**6pm – 7pm**

Hammon Senior Center

1033 W. Las Palmas

Patterson, CA

**Tuesday**

**January 19, 2016**

**6pm – 7pm**

Ceres Community Center

2701 4th Street

Ceres, CA

Questions or Comments?

**Regina Valentine**  
Associate Planner  
(209) 525-4644  
[rvalentine@stancog.org](mailto:rvalentine@stancog.org)



## Void Check Register October 29, 2015

Verndor No	Vendor Name	Account	Invoice	Description	Amount	Check Number
CAM03	CAMPOS VICTOR	10-21-6200	09-05-15	Security services for Fall Festival 2015	\$ 343.14	108126
CAM03	CAMPOS VICTOR	10-21-6200	09-06-15	Security services for Fall Festival 2015	\$ 269.61	108126
					<b>\$ 612.75</b>	<b>108126 Total</b>
					<b>\$ 612.75</b>	<b>Grand Total</b>



## Manual Check Register October 29, 2015

Vendor	Fund-Dept-Acct	Amount	Check #	Check Date	Description
Accela, Inc #774375	71-14-8130	\$ 6,087.00	108301	10/28/2015	Contract installment on software purchase/Payment #6
Accela, Inc #774375	60-50-8130	\$ 6,087.00	108301	10/28/2015	Contract installment on software purchase/Payment #6
Accela, Inc #774375	63-56-8130	\$ 6,087.00	108301	10/28/2015	Contract installment on software purchase/Payment #6
Accela, Inc #774375	71-14-8125	\$ 959.66	108301	10/28/2015	Contract installment on software purchase/Payment #6
Accela, Inc #774375	60-50-8125	\$ 959.67	108301	10/28/2015	Contract installment on software purchase/Payment #6
Accela, Inc #774375	63-56-8125	\$ 959.67	108301	10/28/2015	Contract installment on software purchase/Payment #6
		<b>\$ 21,140.00</b>	<b>108301 Total</b>		
CAMPOS VICTOR	10-21-6200	\$ 343.14	108300	10/26/2015	Security services for Fall Festival 2015
CAMPOS VICTOR	10-21-6200	\$ 269.61	108300	10/26/2015	Security services for Fall Festival 2015
		<b>\$ 612.75</b>	<b>108300 Total</b>		
Grand Lodge of California	40-07-8130	\$ 635.05	108287	10/22/2015	Principal payment on 938 Fresno St/Nov 2015
Grand Lodge of California	60-50-8130	\$ 635.05	108287	10/22/2015	Principal payment on 938 Fresno St/Nov 2015
Grand Lodge of California	63-56-8130	\$ 635.05	108287	10/22/2015	Principal payment on 938 Fresno St/Nov 2015
Grand Lodge of California	40-07-8120	\$ 1,003.18	108287	10/22/2015	Interest payment on 938 Fresno St/Nov 2015
Grand Lodge of California	60-50-8125	\$ 1,003.18	108287	10/22/2015	Interest payment on 938 Fresno St/Nov 2015
Grand Lodge of California	63-56-8125	\$ 1,003.18	108287	10/22/2015	Interest payment on 938 Fresno St/Nov 2015
		<b>\$ 4,914.69</b>	<b>108287 Total</b>		
		<b>\$ 26,667.44</b>	<b>Grand Total</b>		



## ACH Register for Council October 30, 2015

Vendor	Account No	Invoice No	Description	Amount	ACH Check	Check date
SJVA	SJV01	Nov-15	Health insurance premium/Nov 2015	\$ 15,866.42	TRUE	10/30/2015
				\$ 15,866.42	<b>TRUE Total</b>	
				\$ 15,866.42	<b>Grand Total</b>	



## AP Check Register November 6, 2015

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
Accela, Inc #774375	10-14-6310	\$ 368.00	108302	11/6/2015	Monthly web payments/partial Aug & Sept 2015
Accela, Inc #774375	60-50-6310	\$ 368.00	108302	11/6/2015	Monthly web payments/partial Aug & Sept 2015
Accela, Inc #774375	63-56-6310	\$ 368.00	108302	11/6/2015	Monthly web payments/partial Aug & Sept 2015
		<b>\$ 1,104.00</b>	<b>108302 Total</b>		
Anaya Josie	10-00-2841	\$ 20.00	108303	11/6/2015	Refund Pioneer Park deposit/Josie Anaya
		<b>\$ 20.00</b>	<b>108303 Total</b>		
Arjon Ezequiel	10-45-6735	\$ 123.75	108304	11/6/2015	Soccer referee/clean-up/Arjon
		<b>\$ 123.75</b>	<b>108304 Total</b>		
Associated Engineering Group, Inc.	61-55-7520	\$ 780.00	108305	11/6/2015	Agriculture survey @ WWTP thry 9/30/15
		<b>\$ 780.00</b>	<b>108305 Total</b>		
AT&T	10-21-6420	\$ 342.02	108306	11/6/2015	Radio link between water tower to Oakdale/9-20-15 to 10-19-15
		<b>\$ 342.02</b>	<b>108306 Total</b>		
BARTON OVERHEAD DOOR, INC	10-22-6200	\$ 169.67	108307	11/6/2015	Repairs to fire house station door.
		<b>\$ 169.67</b>	<b>108307 Total</b>		
BERTOLOTTI DISPOSAL	10-00-5080	\$ (11,586.53)	108308	11/6/2015	Franchise fees/Oct 2015
BERTOLOTTI DISPOSAL	10-00-5730	\$ 15,724.58	108308	11/6/2015	Re-class francise and street sweeping fees/Oct 2015
BERTOLOTTI DISPOSAL	10-00-5733	\$ (4,138.05)	108308	11/6/2015	Street sweeping fees/Oct 2015
BERTOLOTTI DISPOSAL	10-41-6200	\$ 62,070.68	108308	11/6/2015	Monthly garbage service/Oct 2015
		<b>\$ 62,070.68</b>	<b>108308 Total</b>		
B G AUTO	10-33-6530	\$ 11.62	108309	11/6/2015	Windshield wipers for pick-up
		<b>\$ 11.62</b>	<b>108309 Total</b>		
BUSINESS CARD	10-21-6200	\$ 10.00	108310	11/6/2015	ScheduleBase 10-19-15 to 11-19-15/PD
BUSINESS CARD	10-21-6300	\$ 45.00	108310	11/6/2015	Calif Animal Laws Handbook
BUSINESS CARD	10-21-6530	\$ 286.63	108310	11/6/2015	Battery and core charge for 10 Dodge Charger
BUSINESS CARD	10-21-6630	\$ 83.62	108310	11/6/2015	Food purchased for needy family
BUSINESS CARD	10-21-6635	\$ 125.00	108310	11/6/2015	Membership dues renewal/Calif Peace Officers/Short
BUSINESS CARD	10-21-6690	\$ 72.85	108310	11/6/2015	Parking/Lunch for dispatch meeting with Oakdale
BUSINESS CARD	10-21-6695	\$ 570.48	108310	11/6/2015	Lodging/Singh/PD
BUSINESS CARD	10-45-6735	\$ 141.80	108310	11/6/2015	Items purchased for youth soccer
BUSINESS CARD	10-45-6738	\$ 83.47	108310	11/6/2015	Food purchased for soccer snack bar
BUSINESS CARD	10-45-6739	\$ 557.78	108310	11/6/2015	Supplies for teen center snack bar
BUSINESS CARD	30-21-7105	\$ 2,467.44	108310	11/6/2015	18 Pelican 7060 flashlights/PD
		<b>\$ 4,444.07</b>	<b>108310 Total</b>		
CARTER JEFF	68-68-7722	\$ 100.00	108311	11/6/2015	
		<b>\$ 100.00</b>	<b>108311 Total</b>		
CBA (ADMIN FEES)	10-00-2261	\$ 234.00	108312	11/6/2015	Dental-Vision admin fees/Nov 2015
		<b>\$ 234.00</b>	<b>108312 Total</b>		
Cemex, Inc.	24-32-7727	\$ 486.51	108313	11/6/2015	2.75 cubic yards concrete delivered @ 1258 "R" St



## AP Check Register November 6, 2015

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
		<b>\$ 486.51</b>	<b>108313 Total</b>		
CENTRAL SANITARY SUPPLY	10-07-6300	\$ 7.75	108314	11/6/2015	
CENTRAL SANITARY SUPPLY	10-07-6300	\$ 50.01	108314	11/6/2015	
CENTRAL SANITARY SUPPLY	10-07-6665	\$ 3.88	108314	11/6/2015	
CENTRAL SANITARY SUPPLY	10-07-6665	\$ 25.00	108314	11/6/2015	
CENTRAL SANITARY SUPPLY	10-21-6300	\$ 7.75	108314	11/6/2015	
CENTRAL SANITARY SUPPLY	10-21-6300	\$ 50.01	108314	11/6/2015	
CENTRAL SANITARY SUPPLY	10-22-6300	\$ 3.87	108314	11/6/2015	
CENTRAL SANITARY SUPPLY	10-22-6300	\$ 25.01	108314	11/6/2015	
CENTRAL SANITARY SUPPLY	10-44-6300	\$ 3.88	108314	11/6/2015	
CENTRAL SANITARY SUPPLY	10-44-6300	\$ 25.00	108314	11/6/2015	
CENTRAL SANITARY SUPPLY	10-44-6660	\$ 31.00	108314	11/6/2015	
CENTRAL SANITARY SUPPLY	10-44-6660	\$ 200.04	108314	11/6/2015	
CENTRAL SANITARY SUPPLY	10-44-6670	\$ 15.49	108314	11/6/2015	
CENTRAL SANITARY SUPPLY	10-44-6670	\$ 100.03	108314	11/6/2015	
CENTRAL SANITARY SUPPLY	10-46-6300	\$ 3.87	108314	11/6/2015	
CENTRAL SANITARY SUPPLY	10-46-6300	\$ 25.01	108314	11/6/2015	
		<b>\$ 577.60</b>	<b>108314 Total</b>		
Churchwell White, LLP	10-15-6200	\$ 5,636.09	108315	11/6/2015	Professional contract services/August 2015/misc reimbursement
		<b>\$ 5,636.09</b>	<b>108315 Total</b>		
City of Oakdale	10-21-6615	\$ 15,500.00	108316	11/6/2015	Dispatch services/Nov 2015
		<b>\$ 15,500.00</b>	<b>108316 Total</b>		
COELHO CARL J. (CHUCK)	10-22-6690	\$ 50.00	108317	11/6/2015	
		<b>\$ 50.00</b>	<b>108317 Total</b>		
Comcast	10-21-6420	\$ 148.65	108318	11/6/2015	Internet service Oakdale to Newman 10/21/15 to 11/20/15
Comcast	10-21-6420	\$ 128.59	108318	11/6/2015	Internet service Newman to Oakdale 10/22/15 to 11/21/15
		<b>\$ 277.24</b>	<b>108318 Total</b>		
CROP PRODUCTION SERVICES	60-50-6230	\$ 24,180.00	108319	11/6/2015	Alfalfa seed for back 66 acres @ WWTP
		<b>\$ 24,180.00</b>	<b>108319 Total</b>		
CWEA Membership	63-56-6635	\$ 164.00	108320	11/6/2015	CWEA Membership dues/Millan
		<b>\$ 164.00</b>	<b>108320 Total</b>		
ECONOMIC TIRE SHOP	10-33-6530	\$ 15.00	108321	11/6/2015	Tire repair on flatbed truck
		<b>\$ 15.00</b>	<b>108321 Total</b>		
ENVIRONMENTAL TECHNIQUES	60-50-6300	\$ 3,540.00	108322	11/6/2015	60 ProOxidizer for WWTP
		<b>\$ 3,540.00</b>	<b>108322 Total</b>		
Escobar Isaiah	10-45-6735	\$ 330.00	108323	11/6/2015	Soccer referee/clean-up/Escobar
		<b>\$ 330.00</b>	<b>108323 Total</b>		
Esparza Vincent Xavier	10-45-6735	\$ 330.00	108324	11/6/2015	Soccer referee/clean-up/V. Esparza
		<b>\$ 330.00</b>	<b>108324 Total</b>		



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Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
Esparza Adrian	10-45-6735	\$ 110.00	108325	11/6/2015	Soccer referee/clean-up/Esparza
		<b>\$ 110.00</b>	<b>108325 Total</b>		
Failsafe Testing	10-22-6200	\$ 349.60	108326	11/6/2015	Ground ladder testing/halyard replacement/City fire engines
		<b>\$ 349.60</b>	<b>108326 Total</b>		
FERGUSON ENTERPRISES, INC 1423	63-56-6300	\$ 1,494.20	108327	11/6/2015	12) 3/4" T10 water meters
		<b>\$ 1,494.20</b>	<b>108327 Total</b>		
Gonzalez Javier	10-45-6735	\$ 380.00	108328	11/6/2015	Soccer referee/clean-up/Gonzalez
		<b>\$ 380.00</b>	<b>108328 Total</b>		
Gouveia Engineering, Inc	10-31-6200	\$ 26.25	108329	11/6/2015	Prepared estimate for waterline for planner
Gouveia Engineering, Inc	10-31-6200	\$ 320.25	108329	11/6/2015	2nd submittal review/Vesting tentative maps/Lucas
Gouveia Engineering, Inc	10-31-6200	\$ 595.88	108329	11/6/2015	Engineering work Inyo & Canal school intersection improvement
Gouveia Engineering, Inc	10-31-6200	\$ 212.63	108329	11/6/2015	Research SB1467/forms and create notes
Gouveia Engineering, Inc	17-44-7521	\$ 50.00	108329	11/6/2015	Discuss scope of services/skate plaza
Gouveia Engineering, Inc	18-32-7739	\$ 1,000.00	108329	11/6/2015	Review rivised maps/Inyo & Hwy 33 project
Gouveia Engineering, Inc	24-32-7766	\$ 2,641.25	108329	11/6/2015	Construction engineering services/CNG Fast fill station
Gouveia Engineering, Inc	71-07-7505	\$ 65.63	108329	11/6/2015	Prepared change order #4/Mem Bldg renovation
		<b>\$ 4,911.89</b>	<b>108329 Total</b>		
Guzman Enrique	10-45-6735	\$ 110.00	108330	11/6/2015	Soccer referee/clean-up/Guzman
		<b>\$ 110.00</b>	<b>108330 Total</b>		
Harris Photography	10-45-6735	\$ 286.00	108331	11/6/2015	22) Sponsor plaques for soccer
		<b>\$ 286.00</b>	<b>108331 Total</b>		
HOUSE STEPHANIE	10-45-6735	\$ 2.14	108332	11/6/2015	Reimbursement for key made for bathroom
HOUSE STEPHANIE	10-45-6739	\$ 68.29	108332	11/6/2015	Reimbursement for supplies for teen center snack bar
		<b>\$ 70.43</b>	<b>108332 Total</b>		
HUB INTERNATIONAL OF CA I	10-00-2845	\$ 184.40	108333	11/6/2015	Liability insurance premium/Oct 2015
HUB INTERNATIONAL OF CA I	10-00-5510	\$ (1.66)	108333	11/6/2015	Liability insurance premium/Oct 2015-over charge
		<b>\$ 182.74</b>	<b>108333 Total</b>		
Independent Stationers	10-14-6300	\$ 2.33	108334	11/6/2015	Counterfeit detector pen
Independent Stationers	60-50-6300	\$ 2.33	108334	11/6/2015	Counterfeit detector pen
Independent Stationers	63-56-6300	\$ 2.34	108334	11/6/2015	Counterfeit detector pen
		<b>\$ 7.00</b>	<b>108334 Total</b>		
IRRIGATION DESIGN & CONST	10-44-6300	\$ 37.22	108335	11/6/2015	Unions/elbows/cpuplings/bushings and glue
		<b>\$ 37.22</b>	<b>108335 Total</b>		
JORGENSEN & COMPANY	10-22-6200	\$ 153.38	108336	11/6/2015	Ansul kitchen system semi-annual service/Fire Dept
		<b>\$ 153.38</b>	<b>108336 Total</b>		
KAISER PERMANENTE	10-00-2260	\$ 3,983.20	108337	11/6/2015	Health insurance premium/Dec 2015
		<b>\$ 3,983.20</b>	<b>108337 Total</b>		
Kaufmann Bryanna	10-45-6735	\$ 55.00	108338	11/6/2015	Soccer referee/clean-up/Kaufmann
		<b>\$ 55.00</b>	<b>108338 Total</b>		



## AP Check Register November 6, 2015

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
Kim Koosun	42-36-6690	\$ 154.10	108339	11/6/2015	Mileage reimbursement for CASQA conference in Monterey/Kim
		<b>\$ 154.10</b>	<b>108339 Total</b>		
Lopez Anthony	10-45-6735	\$ 269.50	108340	11/6/2015	Soccer referee/clean-up/Anthony Lopez
		<b>\$ 269.50</b>	<b>108340 Total</b>		
Lopez Mayela	10-45-6735	\$ 330.00	108341	11/6/2015	Soccer referee/clean-up/Mayela Lopez
		<b>\$ 330.00</b>	<b>108341 Total</b>		
Lynn Peavey Company	10-21-6300	\$ 167.83	108342	11/6/2015	10 boxes nitrile gloves/PD
		<b>\$ 167.83</b>	<b>108342 Total</b>		
Madrigal Oscar	10-45-6735	\$ 368.50	108343	11/6/2015	Soccer referee/clean-up/Madrigal
		<b>\$ 368.50</b>	<b>108343 Total</b>		
Franco Joselin	10-45-6735	\$ 341.00	108344	11/6/2015	Soccer referee/clean-up/Joselin Franco
		<b>\$ 341.00</b>	<b>108344 Total</b>		
Marko Construction Group, Inc	24-32-7766	\$ 68,612.46	108345	11/6/2015	Progress payment #5/CNG fast fueling station
		<b>\$ 68,612.46</b>	<b>108345 Total</b>		
Medina Jasmin	10-45-6735	\$ 55.00	108346	11/6/2015	Soccer referee/clean-up/Jasmin Medina
		<b>\$ 55.00</b>	<b>108346 Total</b>		
Modesto Police Department	10-21-6695	\$ 50.00	108347	11/6/2015	POST training/Accident investigation/Fanucchi
		<b>\$ 50.00</b>	<b>108347 Total</b>		
Newman Lions Club	10-00-2841	\$ 10.00	108348	11/6/2015	Refund Pioneer Park deposit/Newman Lions Club
		<b>\$ 10.00</b>	<b>108348 Total</b>		
NEWMAN MINI MART	10-21-6500	\$ 84.42	108349	11/6/2015	Gas purchased @ Newman Mini Mart/PD
NEWMAN MINI MART	63-56-6500	\$ 83.56	108349	11/6/2015	Gas purchased @ Newman Mini Mart/PW
		<b>\$ 167.98</b>	<b>108349 Total</b>		
NEWMAN ACE HARDWARE/JACT,	10-07-6300	\$ 104.93	108350	11/6/2015	Bleach/glue/paint/duster/Windex/faucet
NEWMAN ACE HARDWARE/JACT,	10-14-6300	\$ 12.87	108350	11/6/2015	Glade plug-ins/oil
NEWMAN ACE HARDWARE/JACT,	10-22-6300	\$ 166.55	108350	11/6/2015	wirebrush/Stihl oil/rust remover/anti-freeze/gloves
NEWMAN ACE HARDWARE/JACT,	10-33-6300	\$ 406.26	108350	11/6/2015	flashlight/grinding stones/glasses/paint/chain loop
NEWMAN ACE HARDWARE/JACT,	10-33-6530	\$ 12.93	108350	11/6/2015	tire repair kit/spray paint/windshield wash
NEWMAN ACE HARDWARE/JACT,	10-44-6300	\$ 232.59	108350	11/6/2015	duct tape/hack blade/sprinkler/baracade caution tape
NEWMAN ACE HARDWARE/JACT,	10-44-6530	\$ 2.18	108350	11/6/2015	windshield wash/Windex
NEWMAN ACE HARDWARE/JACT,	10-44-6660	\$ 17.51	108350	11/6/2015	oven cleaner/scrubber pad/power cleaner
NEWMAN ACE HARDWARE/JACT,	10-45-6735	\$ 27.41	108350	11/6/2015	Striping paint/soccer field
NEWMAN ACE HARDWARE/JACT,	10-46-6300	\$ 67.72	108350	11/6/2015	Mopstick/fluor bulbs
NEWMAN ACE HARDWARE/JACT,	60-50-6300	\$ 23.11	108350	11/6/2015	Bleach/flashlight/batteries
NEWMAN ACE HARDWARE/JACT,	63-56-6300	\$ 2.46	108350	11/6/2015	Comp sleeve
NEWMAN ACE HARDWARE/JACT,	69-47-6300	\$ 226.44	108350	11/6/2015	PVC pipe/tee/bushings/union/pole pruner
NEWMAN ACE HARDWARE/JACT,	69-47-6530	\$ 2.19	108350	11/6/2015	windshield wash/Windex
		<b>\$ 1,305.15</b>	<b>108350 Total</b>		
Nino's Auto Repair	60-50-6530	\$ 35.00	108351	11/6/2015	Fixed the evap line on 02 pickup



## AP Check Register November 6, 2015

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
Nino's Auto Repair	69-47-6530	\$ 35.00	108351	11/6/2015	Fixed the evap line on 02 pickup
		<b>\$ 70.00</b>	<b>108351 Total</b>		
NORMAC, INC.	69-47-6300	\$ 49.62	108352	11/6/2015	PVC ball valve/couplings/unions/expansion repair
		<b>\$ 49.62</b>	<b>108352 Total</b>		
Orozco Anthony	10-45-6735	\$ 343.75	108353	11/6/2015	Soccer referee/clean-up/Anthony Orozco
		<b>\$ 343.75</b>	<b>108353 Total</b>		
CITY OF PATTERSON	10-22-6200	\$ 500.00	108354	11/6/2015	Fire data input/August & Sept 2015
		<b>\$ 500.00</b>	<b>108354 Total</b>		
P G & E	10-07-6410	\$ 1,890.40	108355	11/6/2015	Gas and electric 9-16-15 to 10-14-15
P G & E	10-07-6665	\$ 88.45	108355	11/6/2015	Gas and electric 9-16-15 to 10-14-15
P G & E	10-22-6410	\$ 443.81	108355	11/6/2015	Gas and electric 9-16-15 to 10-14-15
P G & E	10-33-6410	\$ 4,903.65	108355	11/6/2015	Gas and electric 9-16-15 to 10-14-15
P G & E	10-44-6410	\$ 946.33	108355	11/6/2015	Gas and electric 9-16-15 to 10-14-15
P G & E	10-44-6660	\$ 557.82	108355	11/6/2015	Gas and electric 9-16-15 to 10-14-15
P G & E	10-44-6670	\$ 411.16	108355	11/6/2015	Gas and electric 9-16-15 to 10-14-15
P G & E	10-45-6410	\$ 300.02	108355	11/6/2015	Gas and electric 9-16-15 to 10-14-15
P G & E	10-46-6410	\$ 387.86	108355	11/6/2015	Gas and electric 9-16-15 to 10-14-15
P G & E	60-50-6410	\$ 4,644.31	108355	11/6/2015	Electric usage 9-19-15 to 10-12-15 @ WWTP-solar meter
P G & E	60-50-6410	\$ 21,223.35	108355	11/6/2015	Gas and electric 9-16-15 to 10-14-15
P G & E	62-60-6411	\$ 304.50	108355	11/6/2015	Gas and electric 9-16-15 to 10-14-15
P G & E	62-60-6412	\$ 900.33	108355	11/6/2015	Gas and electric 9-16-15 to 10-14-15
P G & E	63-56-6410	\$ 17,027.96	108355	11/6/2015	Gas and electric 9-16-15 to 10-14-15
P G & E	69-47-6410	\$ 3,489.51	108355	11/6/2015	Gas and electric 9-16-15 to 10-14-15
		<b>\$ 57,519.46</b>	<b>108355 Total</b>		
RALEY'S IN STORE CHARGE	10-06-6690	\$ 46.05	108356	11/6/2015	Supplies for Planning Director meeting
RALEY'S IN STORE CHARGE	10-46-6300	\$ 18.98	108356	11/6/2015	Coffee Mate/Coffee/Foam cups/corp yard
RALEY'S IN STORE CHARGE	60-50-6300	\$ 5.29	108356	11/6/2015	Sugar cubes/city hall
		<b>\$ 70.32</b>	<b>108356 Total</b>		
RAY'S RADIO SHOP	10-21-6200	\$ 1,450.00	108357	11/6/2015	Coordination fees to modify call sign KRZ977
		<b>\$ 1,450.00</b>	<b>108357 Total</b>		
ROCHA BACKHOE SERVICE, IN	10-33-6300	\$ 172.50	108358	11/6/2015	25 tons concrete sand/12 tons gravel delivered
ROCHA BACKHOE SERVICE, IN	63-56-6300	\$ 517.50	108358	11/6/2015	25 tons concrete sand/12 tons gravel delivered
		<b>\$ 690.00</b>	<b>108358 Total</b>		
JOCELYN ROLAND, Ph.D.	10-21-6200	\$ 3,000.00	108359	11/6/2015	Annual contract 7-1-15 through 6-30-16/PD
JOCELYN ROLAND, Ph.D.	10-21-6235	\$ 425.00	108359	11/6/2015	Pre-employment psychological screening/Flores
		<b>\$ 3,425.00</b>	<b>108359 Total</b>		
Sanchez Martin	10-45-6735	\$ 220.00	108360	11/6/2015	Soccer referee/clean-up/Martin Sanchez
		<b>\$ 220.00</b>	<b>108360 Total</b>		
Shasta Elevator Company	10-07-6200	\$ 750.00	108361	11/6/2015	Preventative maintenance on wheel chair lift @ museum



## AP Check Register November 6, 2015

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
		<b>\$ 750.00</b>	<b>108361 Total</b>		
SHARPENING SHOP	10-44-6200	\$ 20.00	108362	11/6/2015	Labor on pole saw.
		<b>\$ 20.00</b>	<b>108362 Total</b>		
STANISLAUS COUNTY DEPT	10-00-2842	\$ 469.00	108363	11/6/2015	Bus ticket sales Sept & Oct 2015
		<b>\$ 469.00</b>	<b>108363 Total</b>		
STANTEC CONSULTING SERVICE, Inc	60-50-6200	\$ 760.50	108364	11/6/2015	Water and wastewater on-call 2015-2016 thru 9-25-15
		<b>\$ 760.50</b>	<b>108364 Total</b>		
Sun Valley Portables	69-47-6200	\$ 155.76	108365	11/6/2015	Portable restroom rental-service/Oct 2015
		<b>\$ 155.76</b>	<b>108365 Total</b>		
SWRCB Accounting Office	63-56-6200	\$ 2,401.00	108366	11/6/2015	Large water system fees 7-01-15 thru 6-30-15
		<b>\$ 2,401.00</b>	<b>108366 Total</b>		
The Wilson Bohannan Company	63-56-6300	\$ 138.50	108367	11/6/2015	12 brass padlocks
		<b>\$ 138.50</b>	<b>108367 Total</b>		
T.H.E. OFFICE CITY	10-03-6300	\$ 11.29	108368	11/6/2015	Desk stapler
T.H.E. OFFICE CITY	10-14-6300	\$ 6.45	108368	11/6/2015	Pink copy paper
T.H.E. OFFICE CITY	10-14-6300	\$ 45.13	108368	11/6/2015	4 cases copy paper
T.H.E. OFFICE CITY	10-14-6300	\$ 9.52	108368	11/6/2015	Hand sanitizer/swiffer refills
T.H.E. OFFICE CITY	10-14-6300	\$ 8.40	108368	11/6/2015	Highlighters/adding tape
T.H.E. OFFICE CITY	60-50-6300	\$ 45.13	108368	11/6/2015	4 cases copy paper
T.H.E. OFFICE CITY	60-50-6300	\$ 9.52	108368	11/6/2015	Hand sanitizer/swiffer refills
T.H.E. OFFICE CITY	60-50-6300	\$ 8.40	108368	11/6/2015	Highlighters/adding tape
T.H.E. OFFICE CITY	63-56-6300	\$ 45.13	108368	11/6/2015	4 cases copy paper
T.H.E. OFFICE CITY	63-56-6300	\$ 9.52	108368	11/6/2015	Hand sanitizer/swiffer refills
T.H.E. OFFICE CITY	63-56-6300	\$ 8.40	108368	11/6/2015	Highlighters/adding tape
		<b>\$ 206.89</b>	<b>108368 Total</b>		
Timeless Memories	10-01-6620	\$ 59.19	108369	11/6/2015	Sympathy offering/LePre
		<b>\$ 59.19</b>	<b>108369 Total</b>		
Torres Valerie Antonette	10-45-6735	\$ 55.00	108370	11/6/2015	Soccer referee/clean-up/Valerie Torres
		<b>\$ 55.00</b>	<b>108370 Total</b>		
TOSTA BARBARA J.	10-45-6725	\$ 150.00	108371	11/6/2015	Young @ Heart instructor/
		\$ 150.00	<b>108371 Total</b>		
Turlock Journal	10-22-6200	\$ 232.50	108372	11/6/2015	Employment ad/fire chief
		<b>\$ 232.50</b>	<b>108372 Total</b>		
KRENIK ROBERT & KIMBERLY	63-00-2010	\$ 49.88	108373	11/6/2015	Refund Check
		<b>\$ 49.88</b>	<b>108373 Total</b>		
NGUYEN MINH TAM H	63-00-2010	\$ 146.25	108374	11/6/2015	Refund Check
		<b>\$ 146.25</b>	<b>108374 Total</b>		
GELMAN KURT T	63-00-2010	\$ 34.18	108375	11/6/2015	Refund Check
		<b>\$ 34.18</b>	<b>108375 Total</b>		



## AP Check Register November 6, 2015

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
GARCIA ARMANDO	63-00-2010	\$ 80.31	108376	11/6/2015	Refund Check
		<b>\$ 80.31</b>	<b>108376 Total</b>		
FUENTES OLIVIA	63-00-2010	\$ 71.87	108377	11/6/2015	Refund Check
		<b>\$ 71.87</b>	<b>108377 Total</b>		
GOMEZ CHARLENE	63-00-2010	\$ 12.97	108378	11/6/2015	Refund Check
		<b>\$ 12.97</b>	<b>108378 Total</b>		
RIVERA JAIME & BRENDA	63-00-2010	\$ 28.03	108379	11/6/2015	Refund Check
		<b>\$ 28.03</b>	<b>108379 Total</b>		
VARGAS GEORGE	10-22-6690	\$ 50.00	108380	11/6/2015	
		<b>\$ 50.00</b>	<b>108380 Total</b>		
Verizon Wireless	10-21-6420	\$ 380.10	108381	11/6/2015	Mobile access 9-19-15 to 10-18-15/PD
		<b>\$ 380.10</b>	<b>108381 Total</b>		
Villanueva Diana	10-45-6735	\$ 110.00	108382	11/6/2015	Soccer referee/clean-up/Villanueva
		<b>\$ 110.00</b>	<b>108382 Total</b>		
		<b>\$ 275,148.51</b>	<b>Grand Total</b>		



**MINUTES**  
**NEWMAN CITY COUNCIL**  
**SPECIAL MEETING OCTOBER 27, 2015**  
**CITY HALL CONFERENCE ROOM, 6:30 P.M., 938 FRESNO STREET**

1. **Call To Order** - Mayor Martina 6:30 P.M.
2. **Roll Call** - **PRESENT:** Davis, Graham, Candea, Day And Mayor Martina.  
**ABSENT:** None.
3. **Items From The Public.**
4. **Adjourn To Closed Session** - 6:31 P.M.
  - a. Conference With Legal Counsel, Potential Litigation Pursuant To California -Government Code Section 54956.9(d)(2), (1 Case).
  - b. Return To Open Session - 6:46 P.M.

Mayor Martina Reported That The Staff Was Given Direction And That Other No Reportable Action Was Taken.

**5. Adjournment.**

**ACTION:** On Motion By Candea Seconded By Martina, The Meeting Was Adjourned At 6:47 P.M. By The Following Vote: **AYES:** Davis, Graham, Candea, Day And Mayor Martina; **NOES:** None.; **ABSENT:** None; **NOT PARTICIPATING:** None.



**MINUTES**  
**NEWMAN CITY COUNCIL**  
**REGULAR MEETING OCTOBER 27, 2015**  
**CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET**

1. **Call To Order** - Mayor Martina 7:00 P.M.
2. **Pledge Of Allegiance.**
3. **Invocation** - Mayor Martina.
4. **Roll Call - PRESENT:** Davis, Graham, Candea, Day And Mayor Martina.  
**ABSENT:** None.
5. **Declaration Of Conflicts Of Interest** - None.
6. **Ceremonial Matters**
  - a. Oath Of Office To Newly Appointed Council Member - Murray Day.

City Clerk Maier Administered The Oath Of Office To Newly Appointed Council Member Murray Day.

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 October 13, 2015 Meeting.

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

9. **Public Hearings**
  - a. Adopt Resolution No. 2015-60, A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.

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

Council Member Davis Questioned If This Would Be Considered Picky As It Doesn't Appear That Severe.

Chief Richardson Stated That It Meets Criteria Of The Ordinance However, It Remains Under The Council's Discretion To Determine If Property Is In Violation Of City Ordinance.

There Being No Public Comment, Martina Closed The Public Hearing At 7:06 P.M.

**ACTION:** On Motion By Candea Seconded By Day, Resolution No. 2015-60, A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4, Was Adopted By The Following Vote: AYES: Davis, Graham, Candea, Day And Mayor Martina; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

## 10. Regular Business

- a. Adopt Resolution No. 2015-61, A Resolution Of The City Council Of The City Of Newman Approving The Refinancing Of The Outstanding Loan With The Grand Lodge Of California.

Council Member Graham Asked If The Drop In The Interest Rate Would Result In Any Savings.

Finance Director Humphries Stated That The City Will Be Paying More Because The Term Had Increased But Noted That The Water And Sewer Impact Fee Funds Would Be Relieved From Having To Make A Large Lump Sum Payment.

Mayor Martina Stated That It Is Fantastic Building And That It Is Going To Be Wonderful To Have The Loan Paid Off In December 2020 And The Resulting Revenue From The Rental Suites Becoming Income.

**ACTION:** On Motion By Graham Seconded By Davis, Resolution No. 2015-61, A Resolution Of The City Council Of The City Of Newman Approving The Refinancing Of The Outstanding Loan With The Grand Lodge Of California, Was Adopted By The Following Vote:: AYES: Davis, Graham, Candea, Day And Mayor Martina; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

- b. City Council Reorganization - Selection Of Mayor Pro Tem And Committee Assignments.

**ACTION:** On Motion By Graham Seconded By Davis, Council Member Candea Was Appointed Mayor Pro Tem By The Following Vote: AYES: Davis, Graham, Candea, Day And Mayor Martina; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

### **The Following Committee Assignments Were Made By The City Council for 2015/2016:**

1. Mayor Pro Tem - (1) Candea
2. StanCOG - (1 & Alternate) Candea/Martina
3. The Alliance - (1 & Alternate) Day/Holland
4. LAFCO City Selection Committee - (1) Martina
5. City Of Newman Representative to LAFCO - (1) Graham
6. Stanislaus Mayor's Committee - (1) Martina
7. League of California Cities Executive Committee - (1 & Alternate) - Martina/Candea
8. School Liaison Representatives - (2 & Alternate) - Martina/Graham/Candea
9. Infrastructure Committee (Formerly WWTP Task Force) - (1 & Alternate) Davis/Candea
10. EDAC - (2) Holland/Candea
11. Crows Landing Air Field/West Side Economic Development (1 & Alternate) - Davis/Graham
12. TOSCA - (1) Day
13. Solid Waste Task Force - (1 & Alternate) - Public Works Director/Public Works Superintendent

14. Chamber Of Commerce - (1 & Alternate) - Candea/Martina
15. West Side Theatre Liaison - (1 & Alternate) - Martina/Candea
16. Public Safety Committee - (2) Candea/Graham
17. Countywide Disaster Council - (1 & Alternate) Day/Graham
18. San Joaquin Valley Air Pollution Control District Special City Selection Committee -  
(1 & Alternate) Graham/Public Works Director
19. West Side Healthcare Taskforce - (2) Martina/Candea
20. Orestimba Creek Flood Control - (1) Day

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

Supervisor DeMartini Congratulated Council Member Day On Being Appointed To The City Council. DeMartini Stated That A Patterson Team Won The Biggest Loser Competition. He Also Informed The Council That The Next Task Force Meeting Would Be Held On Thursday October 29<sup>th</sup> In Patterson. DeMartini Concluded By Thanking The City Of Newman For All The Help With The Task Force.

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

City Manager Holland Congratulated Council Member Day And Mayor Pro Tem Candea On Their Appointments. Holland Pointed Out That Due To The Holidays, Both The Second Meetings In November And December Would Be Cancelled And Therefore, There Would Only Be Two Remaining Meetings This Calendar Year. He Mentioned That The Fire Division Chief Position Would Close On Friday October 30<sup>th</sup> And That The First Interviews Would Commence On November 17<sup>th</sup>. Holland Reminded The Council That A West Side Homelessness Summit Was Scheduled For November 16<sup>th</sup> In Patterson. He Notified The Council That The City Attorney Norton Was Working With Other Local City Attorneys On A New Marijuana Ordinance. Holland Noted That Had Met With The Chief Of Police And Asked Him To Re-Evaluate The City's Code Enforcement Process In An Effort To Streamline The Process.

Chief Richardson Congratulated Council Member Day And Mayor Pro Tem Candea. Richardson Reported That The Construction Of The Dog Kennels At The Animal Shelter Has Started And Would Be Completed Within A Few Weeks. He Noted That He Was Already Reviewing The City's Abatement Process And Stated That Process Could Be Sped Up To Ten Days.

Mayor Martina Inquired About Repeat Code Enforcement Violators On Whether There Are Subsequent Consequences That Will Hold Them Further Accountable.

Chief Richardson Clarified That There Are Protocols In Place But That Most Repeat Offenders Are Vacant Bank Owned Properties And They Are Typically Unresponsive.

Public Works Director Kim Congratulated Council Member Day And Mayor Pro Tem Candea. Kim Reported That The City's First Solar Project Had Been Completed.

Mayor Martina Inquired About The Status Of Well 5 Which Had Exceeded The State's New Requirements For Chromium 6 Levels.

Public Works Director Kim Reported That Well 5 Has Been Shut Down And That A Corrective Action Plan Had Been Submitted To The State.

Finance Director Humphries Informed the Council That The State Controller's Report And Streets Report Have Been Submitted To The State. Humphries Reported That The Annual Financial Statements Should Be Ready By Early December.

City Planner Ocasio Welcomed Council Member Day And Congratulated Mayor Pro Tem Candeia. Ocasio Informed The Council That The Housing Element Update Had Been Initiated And That Housing Inventory Had Already Been Completed. She Mentioned That The Draft Housing Element Would Be Available In Late December Or Early January.

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

Council Member Davis Welcomed Council Member Day And Congratulated Mayor Pro Tem Candeia. Davis Asked How Many Homeless People Currently Live In Newman.

City Planner Ocasio Responded That The Last Official Count Of Newman's Homeless Population Had Taken Place In January And That There Were Seven At That Time.

Chief Richardson Stated That He Thought The Number Was Now Closer To Four.

Council Member Graham Congratulated Council Member Day And Mayor Pro Tem Candeia. Graham Mentioned That He Would Like To Attend The Upcoming Homelessness Meetings. He Asked If There Were Any Plans To Replace The Trees And Plants That Were Removed Along Driskell Avenue.

City Manager Holland Noted That The City Would Be Replacing Those Trees That Were Removed.

Council Member Candeia Mentioned That Citizens Are Concerned About The Overall Appearance Of The Town.

Council Member Day Stated That He Was Happy To Be A Part Of The Council And Is Looking Forward To Working With The Rest Of The Council.

Mayor Martina Congratulated Council Member Day And Mayor Pro Tem Candeia. Martina Reminded Everyone That He Would Be Recruiting People To Ring The Salvation Army Bells Sometime In December. He Pointed Out That There Is A Difference Between Homelessness And Vagrancy. Martina Stated That It Was Great That Everyone Was Interested In Attending The Upcoming Homelessness Meetings.

### **14. Adjournment.**

**ACTION:** On Motion By Candeia Seconded By Day And Unanimously Carried, The Meeting Was Adjourned At 7:41 P.M.

Honorable Mayor and Members  
of the Newman City Council

**REPORT ON MODESTO CONVENTION CORPORATION EVENT AT THE DOWNTOWN PLAZA**

**RECOMMENDATION:**

Staff recommends the City Council approve the Modesto Convention Corporation event scheduled at the Downtown Plaza on January 9<sup>th</sup> 2016 from 10 A.M. to 6 P.M.

**BACKGROUND:**

The Modesto Convention Corporation has requested exclusive use of the Downtown Plaza on January 9<sup>th</sup> 2016 from 10A.M. to 6 P.M. to host a costume contest event. The event organizers have already secured the Westside Theatre for part of the event and would like to secure the plaza for additional space, including a vendor area. This type of costume contest is often referred to as “cosplay” and can be described as reflecting characters in movies, books and video games. During the duration of this event, **NO** alcohol will be served, sold or consumed in the plaza. The event date has no apparent conflicts with other potential community events. The event organizers are seeking council approval for this event.

**ANALYSIS:**

As of the date and time of the preparation of this staff report, the event organizer is the beginning stages of planning this event. Any subsequent changes will be reported out by staff during the presentation of this report.

The Modesto Convention Corporation has made the following requests:

- ❖ Exclusive use of the Downtown Plaza and the West parking lot.
- ❖ Use of Plaza restroom facilities and electrical power at the location.
- ❖ Two Police Officers for security

The Modesto Convention Corporation has agreed to all of the Standards for Downtown Events and has not asked for any waivers. This will include all costs, fees and insurance requirements.

Event organizers have indicated that they will prepare a configuration for the event and provide that to the Police Department as soon as possible. This configuration will have east plaza parking lot open for public parking and the west parking lot closed to vehicular traffic for vendor booth set-up.

**FISCAL IMPACT:**

The fiscal impact will be a positive influx of revenue for the general fund of a small, undetermined amount based on usage and administrative fees. All City Costs will be reimbursed by the applicant.

**CONCLUSION:**

Based upon the information contained in this report, the following options are available:

1. Approve the event as indicated.
2. Reject the event in its entirety.

Staff recommends Alternative 1.

**ATTACHMENTS:**

1. Standards for downtown events

Respectfully submitted,

  
 \_\_\_\_\_  
 Brett Short  
 Police Lieutenant

**REVIEWED/CONCUR:**

  
 \_\_\_\_\_  
 Michael Holland  
 City Manager

## STANDARDS FOR DOWNTOWN EVENTS

1. **DAYS:**  
One Day Event: Saturday or Sunday preferred.  
Two Day Events: Saturday & Sunday or Sunday & Monday may be allowed on holiday weekends.
2. **HOURS:**  
Events should be scheduled during daylight hours. Events may not begin prior to 7:00 a.m. or end later than 9:00 p.m. unless approved by the Chief of Police.
3. **STREET USAGE:**  
First time event: One block  
Anticipated crowd size: 500 or less - one block  
500 to 1000 - two blocks  
1000 or more - three blocks
4. **INSURANCE:**  
Three Million dollar policy naming the City as an additional insured. This must be received by the City three weeks prior to the event.
5. **SECURITY:**  
Total cost of security for the event will be the responsibility of the event organizer. One half of the anticipated cost of police services will be deposited with the City Finance Department two weeks prior to the event.  
  
General event: 1 officer per 200 attendees or as deemed necessary by the Chief of Police.  
  
Alcohol/Bands/Dances - 2 officers per 300 attendees or more if required by the Chief of Police.
6. **MUSIC:**  
No amplified sound systems before 10 A.M. or after 8 P.M. unless approved by the Chief of Police.
7. **ELECTRICAL:**  
If electrical power use is requested, an electrical use fee of \$25.00 will be collected prior to the event date. A diagram of the outlet locations to be used and a plan, consisting of what type of equipment will be used at each outlet location, will be submitted for approval prior to the event date. No more than 20 amps per circuit will be allowed. Extension cords shall be a minimum of 14-3 gauge wire and properly sized for intended

use. The cords shall be protected from abrasions caused by foot traffic and shall be placed so as not to cause a tripping hazard.

8. **EVENT PLAN:**

The applicant is to complete a street closure plan for barricading the downtown streets and provide a site plan for the location of any portable stages, alcohol sales, and other semi-permanent structures. This must be submitted to the Chief of Police or his/her designee 60 days prior to the date of the event. Downtown plaza usage will also require a site plan.

9. **CLEAN UP:**

The event organizer will be responsible for cleaning the streets, sidewalks and other public areas used by the event. A \$1,000.00 deposit will be required. The deposit will be refunded if all city property is cleaned to the satisfaction of the Director of Public Works or his/her designee.

10. **APPROVAL OF AFFECTED BUSINESSES:**

First Time Events: Provide written approval of at least 75 percent of any business affected by the proposed street closure in the blocks involved.

Yearly Events: Provide a flyer making the downtown business community aware of the type of event, date, time and streets to be used.

Notification must be completed at least 45 days prior to the City Council meeting and must be approved by the Chief of Police or his/her designee.

11. **BUSINESS LICENSES:**

All local and out of town vendors/businesses conducting sales of goods or services shall have a business license with the City of Newman prior to participating in the event.

12. **HEALTH PERMITS:**

Food vendors shall obtain a Stanislaus County Health Permit prior to the sale of any food items.

13. **CANOPIES OR OTHER TEMPORARY STRUCTURES:**

All temporary structures including but not limited to stages, platforms and booth structures must be inspected by the City's Building Department on the day of the event. Any direct cost to the City for this service will be the responsibility of the fundraiser/organizer. Any use of canopies must be inspected and approved by a designee of the City on the day of the event. No canopies or temporary structures are to be tethered or anchored, to any tree, structure, or fixture.

14. **BLEACHERS:**

All bleachers must be inspected by the City's Building Department the day of the event. Any direct cost to the City for this service will be the responsibility of the fundraiser/organizer.

15. **ADVERTISING:**

The event organizer shall not advertise or promote the event until the event has been approved by the City Council

16. **ALCOHOL:**

The sale or providing of alcohol shall be done under the following conditions:

- A. That it is the fundraiser/organizers responsibility to make sure vendors obtain an on sale one-day permit from the California Alcohol Beverage Control Board (commonly known as ABC). This must be done and received by the City two weeks prior to the event.
- B. That alcohol is served in paper or plastic cups (no glass cups or bottles).
- C. That no alcohol sold inside any establishment can be consumed in the street closure area or plaza.
- D. That the City Council approves the use of the street closure, or plaza, for a beer garden and that they waive the city ordinance prohibiting consumption of alcohol on public streets.

17. **TRAFFIC/CROWD CONTROL DEVICES:**

The fundraiser/organizer will be responsible for the direct cost of barricades, no parking signs, and any other required devices.

18. **STATEMENT OF FUNDS**

The fundraiser/organizer will provide documentation and/or a list of who has or will financially benefit from the fundraiser for the current event and any previous events. It will also state how much was raised and the amount or percentage that will or has been donated to what community organization(s).

19. **TRASH RECEPTICALS**

The event coordinator shall provide trash receptacles for the event in an amount not less than one per fifty attendees.

20. **PLAZA USAGE**

The standards for downtown events will apply to the downtown plaza where applicable. Additional plaza-specific standards include:

- A. The East parking lot will remain open for event parking.
- B. Any requests to close the West parking lot will be submitted in the event plan.

- C. Any request to open the plaza restrooms for use will be submitted in the event plan and will be subject to a use fee of \$25.00 collected prior to the event date.
- D. No use of any kind in the planters and other vegetation areas of the plaza.
- E. No anchoring to any trees, vegetation, or other stationary plaza structures.
- F. Use of the stage shall be requested in the event plan.

21. **ADMINISTRATIVE OPTION FOR “PLAZA ONLY” USE**

For smaller events that are contained within the plaza, an administrative option can be utilized with the following conditions:

- A. The event is being hosted by a non-profit group for public benefit.
- B. The event is contained within the pedestrian areas of the plaza.
- C. All parking lots remain open and accessible for vehicle parking.
- D. The event is no longer than three hours in duration.

The administrative option for plaza use will require approval from the City Manager, Chief of Police, and Fire Chief. This option is designed to streamline the process for smaller events that meet the above criteria. All other event standards will still apply, but waivers may be decided by the administrative group.

Honorable Mayor and Members  
of the Newman City Council

**APPROVE AN AMENDMENT TO CITY ATTORNEY LEGAL SERVICES CONTRACT**

**RECOMMENDATION:**

Adopt Resolution 2015- , authorizing the City Manager to execute a First Amendment to the Agreement for City Attorney Legal Services with Churchwell White LLP.

**BACKGROUND:**

Upon the completion of a long and successful relationship with Thomas P. Hallinan for City Attorney municipal legal services, the City entered into a contract with Churchwell White LLP. Ms. Nubia Goldstein was assigned to the City and serves as the City Attorney; attending City Council meetings and reviewing a majority of our legal documents. Over the past year, the City has averaged between twelve (12) and eighteen (18) hours of 'basic' services per month. (The term 'basic' is defined within both the original agreement and amendment.)

**ANALYSIS:**

The City's current agreement with the law firm Churchwell White LLP was executed in April 2014. The price of the agreement is \$1,500 per month and includes ten (10) hours of 'basic' legal services. The proposed amendment would increase the amount of hours provided under the agreement to thirteen (13). In addition to this change, the following changes are also being proposed:

- Ms. Kerry Fuller joins Thomas Hallinan as Deputy City Attorney; replacing Douglas White.
- The rate for 'Specialized' services will be blended at \$200 per hour. Original contract specified the rate based upon the title of the staff member working on the project.
- The amendment now includes legislative and governmental relations services in the contract.

Staff is not opposed to changes being proposed in the amendment.

**FISCAL IMPACT:**

This item will require a small budget adjust during our mid-year budget review. The cost of the contract is split between the general and enterprise funds.

**CONCLUSION:**

Over the past year, the City has utilized between twelve (12) and eighteen (18) hours of 'basic' legal service per month. The new amendment increases the monthly rate and amount of 'basic' hours to better reflect the amount of services being utilized. Staff recommends the Council approve the attached First Amendment to the Agreement for City Attorney Services with the firm of Churchwell White LLP.

**ATTACHMENTS:**

1. Resolution 2015-
2. First Amendment to Agreement for City Attorney Services.

Respectfully submitted,

  
\_\_\_\_\_  
Michael Holland  
City Manager

**RESOLUTION NO. 2015-**

**AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT FOR CITY ATTORNEY SERVICES WITH CHURCHWELL WHITE, LLP**

WHEREAS, the City Manager of the City of Newman has recommended that the City Council approve an Amendment to the Agreement for City Attorney Legal Services with Churchwell White LLP; and

WHEREAS, the City of Newman entered into a City Attorney Services agreement with Churchwell White, LLP in April of 2014; and

WHEREAS, the current agreement rate is \$1,500 per month for up to ten (10) hours of 'basic' legal services; and

WHEREAS, the proposed amendment would increase the amount of hours provided under the agreement from ten (10) to thirteen (13); and

WHEREAS the City has utilized between twelve (12) and eighteen (18) hours of 'basic' legal service per month for the last year; and

WHEREAS, under the existing agreement City was charged extra for all hours that exceeded the current agreement's maximum of ten (10) hours of 'basic' legal services per month; and

WHEREAS, the City Council of the City of Newman has determined it would be in the best interest of the City to approve an Amendment to the Agreement for City Attorney Legal Services with Churchwell White LLP.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman hereby authorizes the City Manager to execute a First Amendment to the Agreement for City Attorney Services with Churchwell White, LLP

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 10<sup>th</sup> day of November 2015 by Council Member \_\_\_\_\_, who moved its adoption which motion was duly seconded and was upon roll call carried and the resolution adopted by the following vote:

AYES:  
NOES:  
ABSENT:

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor of the City of Newman

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

## FIRST AMENDMENT TO AGREEMENT FOR CITY ATTORNEY SERVICES

**THIS FIRST AMENDMENT TO AGREEMENT FOR CITY ATTORNEY SERVICES** (“First Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 (the “Effective Date”), by and between the City of Newman, a California municipal corporation of the State of California (“City”), and Churchwell White LLP, a California limited liability partnership (“Firm”). City and Firm may be referred to herein individually as a “Party” or collectively as the “Parties”. There are no other parties to this First Amendment.

### RECITALS

A. At a city council meeting held on March 25, 2014, the City Council for the City (“City Council”) confirmed the Firm as its choice to provide legal services to the City and one of the Firm’s attorneys, Nubia Goldstein, to service the role as the City’s designated city attorney (“City Attorney”).

B. On or about April 1, 2014, City entered into an Agreement for City Attorney Services with Firm (the “Agreement”), attached hereto as **Exhibit A**.

C. The Firm seeks to simplify and streamline certain terms in the Agreement including the reformulation of fees for its legal services to City, the authorization of the City Attorney to appoint Deputy City Attorney(s), and authorization for the Firm to provide City with legislative and governmental relations as the City’s registered lobbyist.

D. Parties seek to execute this First Amendment memorializing the agreed upon changes to the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants entered into between the Parties, and in consideration of the benefits that accrue to each, it is agreed as follows:

### AGREEMENT

**Section 1. Incorporation of Recitals.** The recitals set forth above are incorporated herein by this reference and made a part of the Second Amendment. In the event of any inconsistencies between the recitals and section 1 through 17 of the Second Amendment, section 1 through 17 will prevail.

**Section 2. Effect of Original Agreement.** Except as otherwise provided herein, all provisions, defined terms, and obligations in the original Agreement remain in full force and effect. The Parties agree that they continue to be bound by all terms of the Agreement except as modified by this First Amendment. All capitalized terms used in this First Amendment which are not otherwise defined in this First Amendment shall have the meanings given to such terms in the Agreement.

**Section 3. Definition of Agreement.** The Agreement and First Amendment shall collectively make and be defined together as the “Agreement”.

**Section 4. Integrated Agreement.** The Agreement, as modified by this First Amendment, contains all of the agreements of the Parties and all previous understandings, negotiations and agreements are integrated into the Agreement.

**Section 5. Amendments.** The Agreement is amended as follows:

1. Section 1 of the Agreement, “Appointment of Deputy City Attorney” is amended to read as follows:

**Section 1. Appointment.** Firm will provide all legal services required by City (including such other public agencies or entities selected or appointed by City), and Firm hereby agrees to perform such legal services (“Legal Services”). The City Manager for City (“City Manager”) is authorized and charged with executing this First Amendment. Nubia Goldstein, an attorney of the Firm, is the appointed City Attorney for City under the Agreement. Thomas P. Hallinan and Kerry Fuller shall serve as Deputy City Attorney for City. City Attorney shall be solely responsible for appointing any Deputy City Attorney following execution of this First Amendment. City Attorney may from time to time assign alternate attorneys employed by Firm to perform the Legal Services set forth in the Agreement and this First Amendment.

2. Section 2.1 of the Agreement, “Basic Services” is amended to read as follows:

**Section 2.1. Basic Services.** “Basic Services” include the following items:

(a) Attendance at all meetings of the City Council (including regular, closed and special sessions) as needed.

(b) Attendance at other public meetings involving City legal issues (i.e., Planning Commission) at the request of the City Council or City Manager.

(c) Thirteen (13) hours of general municipal work including but not limited to the following:

- (1) Preparation or review of staff reports, resolutions, ordinances, agreements, notices, declarations, certificates, deeds, ordinary leases and other legal documents as required by City.
- (2) Consultation with City staff or City Councilmembers by phone, e-mail, or in person as needed, including the rendering of legal advice and opinions concerning legal matters that affect the City, including new legislation and court decisions.
- (3) Consultation with City staff and City Councilmembers regarding municipal code violations and code compliance issues.

- (4) Consultation with City management staff regarding basic personnel questions (e.g. wage and hour questions, medical and privacy disclosure) and issues that are not included in the Specialized City Attorney Services detailed in Section 2.2.
- (5) Office hours at City Hall, if any.
- (6) Oversight of outside legal counsel services, if any.

Basic Services may be requested by the City Council or any of its members, the City Manager, a City department head or upper management employee.

3. Section 3 of the Agreement, "Compensation" is amended to read as follows:

**Section 3. Compensation.**

**3.1. Hourly Rate for Basic Services.** During the term of this Agreement, City shall pay Firm a monthly retainer of Two Thousand Dollars (\$2,000.00) ("Retainer"). The Retainer shall cover Basic Services as set forth in Section 2.1 of this Agreement. All Basic Services provided by Firm for City shall be billed at a blended hourly rate for all legal professionals (partners, associates, paralegals and law clerks) at One Hundred Fifty Dollars (\$150) per hour for general municipal legal services, Two Hundred Dollars (\$200) for Specialized Services (including but not limited to litigation, water, complex real estate transactions, enterprise funds, complex environmental, and labor and employment services), and Three Hundred Fifty Dollars (\$350) for Cost Recovery Services. Firm shall bill City for all hours in excess of the monthly retainer and hours of Basic Services set forth in the Agreement at the rates contained in this First Amendment. Firm will also charge and invoice City for all postage, photocopying, expenses and other administrative costs to provide Legal Services to City.

**3.2. CPI Increase.** The rates herein will be adjusted annually on April 1 (the "Anniversary Date") in accordance with an increase in the All Urban Consumer Price Index for the San Francisco-Oakland-San Jose area ("CPI") existing on the Anniversary Date but will not be decreased in the event there is any year-to-year or cumulative decrease in the CPI during the term of this Agreement. Any increase as a result of an increase to the CPI will be rounded up to the nearest quarter cent. Any changes in the Firm's rates shall become effective following a thirty (30) day notice to the City.

**3.3. Outside Counsel.** If Firm requires assistance from attorneys not associated or affiliated with Firm who specialize in a specific field, such as tax or bankruptcy, Firm will charge and City agrees to pay the billing rates for those attorneys. Firm shall obtain the consent of the City Manager prior to engaging any attorney not affiliated or associated with Firm to provide Legal Services to City.

**Section 6. Legislative/lobbying Services.** City authorizes Firm to provide legislative and governmental relation services to the City as its registered lobbyist in the State of California. Firm shall not charge or invoice City for legislative services under the compensation structure set forth in this First Amendment.

**Section 7. Amendment.** The Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing signed by both Parties. Any non-material change to the Agreement may become effective thirty (30) days following approval of such change in writing by the City Manager and the Firm and shall not require the approval of the City Council.

**Section 8. Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this First Amendment are declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this First Amendment which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties herein.

**Section 9. Counterparts.** This First Amendment may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall be deemed one and the same instrument.

**Section 10. Notices.** Any notice or communication required hereunder between City and Firm must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City:

City of Newman  
938 Fresno Street  
Newman, California 95360  
Attention: Michael Holland, City Manager  
Tel: (209) 862-3725

If to Firm:

Churchwell White, LLP  
1414 K Street, 3<sup>rd</sup> Floor  
Sacramento, California 95814  
Attention: Nubia Goldstein, Esq.  
Tel: (916) 468-0950  
Fax: (916) 468-0951

**Section 11. Governing Law.** The validity, interpretation and performance of this First Amendment shall be controlled by and construed pursuant to the laws of the State of California.

**Section 12. Venue.** Venue for all legal proceedings shall be in the Superior Court for the County of Stanislaus.

**Section 13. Entire Agreement.** This First Amendment, together with its specific references, attachments and exhibits, constitute all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the Parties hereto with respect to the subject matter of this First Amendment. Unless set forth herein, neither Party shall be liable for any representations made express or implied not specifically set forth herein.

**Section 14. Authority.** All Parties to this First Amendment warrant and represent that they have the power and authority to enter into this First Amendment and the names, titles and capacities herein stated on behalf of any entities, persons, states or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into this First Amendment had been fully complied with.

**Section 15. Document Preparation.** This First Amendment will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.

**Section 16. Advice of Legal Counsel.** Each Party acknowledges that it has reviewed this First Amendment with its own legal counsel, and based upon the advice of that counsel, freely entered into this First Amendment.

**Section 17. Attorney's Fees and Costs.** If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this First Amendment, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

***SIGNATURE PAGE TO IMMEDIATELY FOLLOW***

**IN WITNESS WHEREOF**, this First Amendment has been entered into by and between City and Firm as of the date of execution by the City.

**CITY OF NEWMAN,**  
a California Municipal Corporation

By: \_\_\_\_\_  
Michael Holland, City Manager

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

Attest:

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

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

**CHURCHWELL WHITE, LLP**  
a California Limited Liability Partnership

By: \_\_\_\_\_  
Nubia I. Goldstein, Attorney

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

**Exhibit A**

**Agreement for City Attorney Legal Services**



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

**NOVEMBER 24, 2015 MEETING CANCELLED**