



AGENDA
NEWMAN CITY COUNCIL
REGULAR MEETING FEBRUARY 9, 2016
CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET

1. **Call To Order.**
2. **Pledge Of Allegiance.**
3. **Invocation.**
4. **Roll Call.**
5. **Declaration Of Conflicts Of Interest.**
6. **Ceremonial Matters**
 - a. Proclamation – Recognition Of Fire Chief Mel Souza’s Forty-Two Years Of Service.
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 January 26, 2016 Meeting. ([View Minutes](#))
 - d. Adopt Resolution No. 2016- , A Resolution Of The City Council Of The City Of Newman Authorizing The Purchase Of 2070 Prince Street From The Newman Redevelopment Successor Agency. ([View Report](#))
 - e. Adopt Resolution No. 2016- , A Resolution Modifying The Policy For The Issuance Of A City Of Newman Fireworks Selling Permit. ([View Report](#))
9. **Public Hearings**
 - a. Adopt Resolution No. 2016- , A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4. ([View Report](#))
 - b. Adopt Resolution No. 2016- , A Resolution Authorizing The Automatic Annual Inflation Adjustment For Capital Facility And Impact Fees For The Period Of March 1, 2016 Through February 28, 2017. ([View Report](#))
10. **Regular Business**
 - a. Adopt Resolution No. 2016- , A Resolution Adopting The Midyear Changes For Fiscal Year 2015-2016. ([View Report](#))
 - b. Adopt Resolution No. 2016- , A Resolution Awarding The 2015 Urban Water Management Plan Project To Gouveia Engineering, Inc., And Authorize The City Manager To Execute Said Agreement And Associated Documents. ([View Report](#))
11. **Items From District Five Stanislaus County Supervisor.**
12. **Items From The City Manager And Staff.**
13. **Items From City Council Members.**
14. **Adjournment.**

Calendar of Events

- February 8 - NCLUSD Board Meeting - 6:00 P.M.
- February 9 - City Council - 7:00 P.M.
- February 11 - Recreation Commission - 7:00 P.M.
- February 15 - Presidents' Day Holiday - City Offices Closed.
- February 16 - Two-On-Two Meeting With The School Board - 4:00 P.M.
- February 18 - Planning Commission - Cancelled.
- February 23 - City Council - 7:00 P.M.
- February 25 - West Side Healthcare Taskforce - 6:00 P.M.

- March 7 - CDBG Community Meeting - 5:00 P.M.
- March 8 - City Council - 7:00 P.M.
- March 14 - NCLUSD Board Meeting - 6:00 P.M.
- March 10 - Recreation Commission - 7:00 P.M.
- March 15 - Two-On-Two Meeting With The School Board - 4:00 P.M.
- March 17 - Planning Commission - 7:00 P.M.
- March 22 - City Council - 7:00 P.M.
- March 27 - Easter Day
- March 31 - Citywide Curbside Leaf & Brush Pick-Up Ends.



ACH Register for Council January 26, 2016

Vendor	Account No	Invoice No	Description	Amount	ACH Check	Check date
SJV01	SJVIA	10-00-2260	Health Insurance premium/Feb 2016	\$ 16,689.29	TRUE	1/29/2016
			Total	\$ 16,689.29		
			Grand Total	\$ 16,689.29		



Manual Check Register January 26, 2016

Vendor No	Vendor	Fund-Dept-Acct	Amount	Check #	Check Date	Description
EAR00	EARLE CHAD	10-21-6695	\$ 192.00	108666	1/13/2016	Per diem trng FTO update/Earle
			\$ 192.00	108666 Total		
HOL03	Holiday Inn Express	10-21-6695	\$ 622.57	108667	1/13/2016	Lodging/POST trng FTO update/Earle
			\$ 622.57	108667 Total		
OCA00	OCASIO (NT) STEPHANIE	10-01-6620	\$ 75.45	108670	1/15/2016	Reimbursement for supplies/Mel's retirement reception
			\$ 75.45	108670 Total		
SOU01	South Bay Regional PSTC	10-21-6695	\$ 70.00	108668	1/13/2016	POST training/FTO update/Earle
			\$ 70.00	108668 Total		
TEL01	TelePacific Communications	10-21-6420	\$ 169.01	108669	1/13/2016	Telephone service/Jan 2016/long distance/Dec 2015
TEL01	TelePacific Communications	10-45-6420	\$ 85.78	108669	1/13/2016	Telephone service/Jan 2016/long distance/Dec 2015
TEL01	TelePacific Communications	10-14-6420	\$ 85.78	108669	1/13/2016	Telephone service/Jan 2016/long distance/Dec 2015
TEL01	TelePacific Communications	60-50-6420	\$ 85.78	108669	1/13/2016	Telephone service/Jan 2016/long distance/Dec 2015
TEL01	TelePacific Communications	63-56-6420	\$ 85.79	108669	1/13/2016	Telephone service/Jan 2016/long distance/Dec 2015
			\$ 512.14	108669 Total		
THE09	The Clock Doctor	10-44-6200	\$ 300.00	108665	1/11/2016	Deposit on Plaza clock repairs
			\$ 300.00	108665 Total		
UPI01	Up In Smoke Catering	10-01-6620	\$ 430.52	108671	1/15/2016	Catering services for Mel Souza retirement reception
			\$ 430.52	108671 Total		
			\$ 2,202.68	Grand Total		



AP Check Register February 05, 2016

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
Accela, Inc #774375	10-14-6310	\$ 323.00	108770	2/5/2016	Monthly WEB payments/Dec 2015
Accela, Inc #774375	60-50-6310	\$ 323.00	108770	2/5/2016	Monthly WEB payments/Dec 2015
Accela, Inc #774375	63-56-6310	\$ 323.00	108770	2/5/2016	Monthly WEB payments/Dec 2015
		\$ 969.00	108770 Total		
ARMCO ROOFING	10-07-6200	\$ 260.00	108771	2/5/2016	Roof repairs @ City Hall
ARMCO ROOFING	10-07-6200	\$ 490.00	108771	2/5/2016	Roof repairs @ theater
		\$ 750.00	108771 Total		
AutoZone	60-50-6530	\$ 19.90	108772	2/5/2016	Windshield wipers
AutoZone	63-56-6530	\$ 19.89	108772	2/5/2016	Windshield wipers
		\$ 39.79	108772 Total		
BERTOLOTTI DISPOSAL	10-00-5080	\$ (11,677.17)	108773	2/5/2016	Garbage Franchise fees/Jan 2016
BERTOLOTTI DISPOSAL	10-00-5730	\$ 15,847.59	108773	2/5/2016	Reclass Franchise & street sweeping fees/Jan 2016
BERTOLOTTI DISPOSAL	10-00-5733	\$ (4,170.42)	108773	2/5/2016	Street sweeping fees/Jan 2016
BERTOLOTTI DISPOSAL	10-41-6200	\$ 62,556.28	108773	2/5/2016	Garbage service/Jan 2016
		\$ 62,556.28	108773 Total		
B G AUTO	10-33-6530	\$ 1.55	108774	2/5/2016	motor oil
B G AUTO	10-44-6530	\$ 1.54	108774	2/5/2016	motor oil
B G AUTO	60-50-6530	\$ 4.64	108774	2/5/2016	motor oil
B G AUTO	63-56-6530	\$ 14.59	108774	2/5/2016	4 quarts motor oil
		\$ 22.32	108774 Total		
Bohannon Insurance Group	10-00-2260	\$ 790.02	108775	2/5/2016	Professional services/Jan 2016
		\$ 790.02	108775 Total		
Bowen Keith	10-22-6300	\$ 304.00	108776	2/5/2016	Reimbursement for Fire Dept patches
		\$ 304.00	108776 Total		
Candea Nicholas	10-01-6690	\$ 46.17	108777	2/5/2016	Mileage reimbursement/STAN COP mtg/Candea
		\$ 46.17	108777 Total		
Carvalho Marge	10-00-2841	\$ 20.00	108778	2/5/2016	Refund Pioneer Park deposit/Carvalho
Carvalho Marge	10-00-5521	\$ 45.00	108778	2/5/2016	Refund Pioneer Park rent/Carvalho
		\$ 65.00	108778 Total		
CARTER JEFF	68-68-7722	\$ 100.00	108779	2/5/2016	Parking lot rent/Feb 2016
		\$ 100.00	108779 Total		
City of Oakdale	10-21-6615	\$ 15,500.00	108780	2/5/2016	911 dispatch services/12-16-15 to 1-15-16
		\$ 15,500.00	108780 Total		
COELHO CARL J. (CHUCK)	10-22-6690	\$ 50.00	108781	2/5/2016	Monthly Fire Stipend/Feb 2016
		\$ 50.00	108781 Total		
Comcast	10-14-6200	\$ 43.58	108782	2/5/2016	High speed internet @ 938 Fresno St
Comcast	10-21-6420	\$ 150.81	108782	2/5/2016	High speed internet to 245 N. 2nd Street
Comcast	60-50-6200	\$ 43.58	108782	2/5/2016	High speed internet @ 938 Fresno St



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Comcast	63-56-6200	\$ 43.58	108782	2/5/2016	High speed internet @ 938 Fresno St
		\$ 281.55	108782 Total		
CROP PRODUCTION SERVICES	60-50-6230	\$ 5,484.23	108783	2/5/2016	Gramoxone/Satellite Hydrocap/Herbimax/Amine applied @ WWTP
		\$ 5,484.23	108783 Total		
E&M ELECTRIC, INC.	63-56-6225	\$ 40.00	108784	2/5/2016	New transformer & LED light @ well #6
		\$ 40.00	108784 Total		
ECONOMIC TIRE SHOP	63-56-6530	\$ 15.00	108785	2/5/2016	Tire repair
		\$ 15.00	108785 Total		
ENVIRONMENTAL TECHNIQUES	60-50-6300	\$ 4,500.00	108786	2/5/2016	Application/stirring in cell #3 @ WWTP
ENVIRONMENTAL TECHNIQUES	60-50-6300	\$ 3,540.00	108786	2/5/2016	60 ProOxidizer for WWTP
		\$ 8,040.00	108786 Total		
ESRI, Inc	10-06-6200	\$ 138.42	108787	2/5/2016	ArcGIS for desktop basic single
ESRI, Inc	60-50-6200	\$ 138.42	108787	2/5/2016	ArcGIS for desktop basic single
ESRI, Inc	63-56-6200	\$ 138.41	108787	2/5/2016	ArcGIS for desktop basic single
		\$ 415.25	108787 Total		
FERGUSON ENTERPRISES, INC 1423	63-56-6300	\$ 461.02	108788	2/5/2016	4 Water meter resetters
		\$ 461.02	108788 Total		
GARTON TRACTOR	10-33-6270	\$ 90.18	108789	2/5/2016	Handle
		\$ 90.18	108789 Total		
Gouveia Engineering, Inc	10-31-6200	\$ 490.88	108790	2/5/2016	Abel Oliveira tentative parcel map
Gouveia Engineering, Inc	10-31-6200	\$ 86.63	108790	2/5/2016	Inyo & Canal School intersection improvements
Gouveia Engineering, Inc	10-31-6200	\$ 3,079.13	108790	2/5/2016	Sustainable transportation grant
Gouveia Engineering, Inc	17-44-7521	\$ 55.00	108790	2/5/2016	Newman Skate plaza
Gouveia Engineering, Inc	18-32-7739	\$ 1,386.00	108790	2/5/2016	Hwy 33 & Inyo intersection
Gouveia Engineering, Inc	24-32-7766	\$ 1,080.00	108790	2/5/2016	CNG Fast Fill fueling station
		\$ 6,177.64	108790 Total		
Guerrero's Tire and Auto Repair, LLC	10-33-6530	\$ 10.00	108791	2/5/2016	New valve stem/flag trailer
		\$ 10.00	108791 Total		
IRRIGATION DESIGN & CONST	10-33-6270	\$ 5.17	108792	2/5/2016	Nitril gloves
IRRIGATION DESIGN & CONST	10-33-6300	\$ 9.81	108792	2/5/2016	Rubber knee boots/Nitrile gloves
IRRIGATION DESIGN & CONST	10-44-6300	\$ 9.80	108792	2/5/2016	Rubber knee boots/Nitrile gloves
IRRIGATION DESIGN & CONST	63-56-6300	\$ 22.06	108792	2/5/2016	Rubber knee boots
IRRIGATION DESIGN & CONST	69-47-6300	\$ 9.81	108792	2/5/2016	Rubber knee boots/Nitrile gloves
		\$ 56.65	108792 Total		
J&E Janitorial and Handyman	10-07-6200	\$ 200.00	108793	2/5/2016	Cleaned bathrooms/buffed, mopped city hall floors
		\$ 200.00	108793 Total		
K-9 Kennels	10-21-7105	\$ 2,147.80	108794	2/5/2016	6-unit cage bank kit/modular kennel bases with wheels/dividers
		\$ 2,147.80	108794 Total		
KAISER PERMANENTE	10-00-2260	\$ 6,026.05	108795	2/5/2016	Health insurance premium/March 2016



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		\$ 6,026.05	108795 Total		
MARTIN CARVER, AICP	40-06-6200	\$ 2,617.00	108796	2/5/2016	Professional services/Newman 2015 Housing elements
		\$ 2,617.00	108796 Total		
MedTech Billing Services, Inc	10-21-6235	\$ 402.00	108797	2/5/2016	Pre-employment physical/Watts
MedTech Billing Services, Inc	10-22-6235	\$ 140.00	108797	2/5/2016	Pre-employment physical/Bowen
		\$ 542.00	108797 Total		
CITY OF NEWMAN-PETTY CASH	10-01-6620	\$ 25.35	108798	2/5/2016	Toys for Tots Christmas tree
CITY OF NEWMAN-PETTY CASH	10-01-6620	\$ 206.99	108798	2/5/2016	Supplies for Mel Souza's retirement reception
CITY OF NEWMAN-PETTY CASH	10-01-6690	\$ 3.99	108798	2/5/2016	Supplies for swearing in
CITY OF NEWMAN-PETTY CASH	10-02-6690	\$ 7.96	108798	2/5/2016	Supplies
CITY OF NEWMAN-PETTY CASH	10-06-6690	\$ 2.00	108798	2/5/2016	Parking/Planning
CITY OF NEWMAN-PETTY CASH	10-14-6300	\$ 28.53	108798	2/5/2016	Coffee/table cloths
CITY OF NEWMAN-PETTY CASH	10-21-6330	\$ 50.07	108798	2/5/2016	Postage/PD
CITY OF NEWMAN-PETTY CASH	60-50-6300	\$ 19.99	108798	2/5/2016	Coffee/table cloths
CITY OF NEWMAN-PETTY CASH	60-50-6530	\$ 24.18	108798	2/5/2016	Tow Dolly
CITY OF NEWMAN-PETTY CASH	63-56-6300	\$ 63.00	108798	2/5/2016	Coffee/table cloths
CITY OF NEWMAN-PETTY CASH	63-56-6330	\$ 10.55	108798	2/5/2016	Postage/PW
CITY OF NEWMAN-PETTY CASH	63-56-6530	\$ 24.18	108798	2/5/2016	Tow Dolly
		\$ 466.79	108798 Total		
NEWMAN ACE HARDWARE/JACT,	10-07-6300	\$ 84.29	108799	2/5/2016	Vacuum bags/cleaning supplies/presto patch/putty knife
NEWMAN ACE HARDWARE/JACT,	10-21-6308	\$ 18.27	108799	2/5/2016	Tag-key racks
NEWMAN ACE HARDWARE/JACT,	10-22-6300	\$ 8.58	108799	2/5/2016	Badge holder/padlock/keys
NEWMAN ACE HARDWARE/JACT,	10-22-6530	\$ 82.26	108799	2/5/2016	Friction tape/oil/Stihl high performance/volt tester
NEWMAN ACE HARDWARE/JACT,	10-33-6300	\$ 68.36	108799	2/5/2016	Blade recipiticle/pvc cement/drill bit/phone case/tape/vinyl lett
NEWMAN ACE HARDWARE/JACT,	10-44-6300	\$ 169.33	108799	2/5/2016	Batteries/soap/rake/faucet/gloves/pik stick
NEWMAN ACE HARDWARE/JACT,	10-45-6300	\$ 9.68	108799	2/5/2016	Batteries
NEWMAN ACE HARDWARE/JACT,	10-46-6300	\$ 117.17	108799	2/5/2016	Watch battery/swifter wet jet/fluorescent bulbs
NEWMAN ACE HARDWARE/JACT,	24-32-7727	\$ 64.83	108799	2/5/2016	Poly film/level/bypass loppers/knee pad
NEWMAN ACE HARDWARE/JACT,	60-50-6300	\$ 168.50	108799	2/5/2016	Fluorescent bulbs/pail/batteries/hook holder/ gloves/pik stick
NEWMAN ACE HARDWARE/JACT,	62-60-6225	\$ 8.26	108799	2/5/2016	Cable ties/wire connectors/bolt & eye
NEWMAN ACE HARDWARE/JACT,	63-56-6300	\$ 110.80	108799	2/5/2016	compression nut/sleeve/pliers/leather gloves
		\$ 910.33	108799 Total		
OCASIO (NT) STEPHANIE	10-06-6690	\$ 26.04	108800	2/5/2016	Mileage reimbursement/A&K Law update/Ocasio
		\$ 26.04	108800 Total		
PACIFIC WATER RESOURCES	62-60-6225	\$ 506.79	108801	2/5/2016	Smith & Loveless vacuum pump
		\$ 506.79	108801 Total		
CITY OF PATTERSON	10-22-6200	\$ 500.00	108802	2/5/2016	Fire data collection/Nov and Dec 2015
		\$ 500.00	108802 Total		
P G & E	10-07-6410	\$ 1,149.29	108803	2/5/2016	Gas and electric use 12-15-15 to 1-13-16



AP Check Register February 05, 2016

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
P G & E	10-07-6665	\$ 165.26	108803	2/5/2016	Gas and electric use 12-15-15 to 1-13-16
P G & E	10-22-6410	\$ 322.97	108803	2/5/2016	Gas and electric use 12-15-15 to 1-13-16
P G & E	10-33-6410	\$ 7,912.53	108803	2/5/2016	Gas and electric use 12-15-15 to 1-13-16
P G & E	10-44-6410	\$ 670.50	108803	2/5/2016	Gas and electric use 12-15-15 to 1-13-16
P G & E	10-44-6660	\$ 352.85	108803	2/5/2016	Gas and electric use 12-15-15 to 1-13-16
P G & E	10-44-6670	\$ 511.99	108803	2/5/2016	Gas and electric use 12-15-15 to 1-13-16
P G & E	10-45-6410	\$ 165.41	108803	2/5/2016	Gas and electric use 12-15-15 to 1-13-16
P G & E	10-46-6410	\$ 275.91	108803	2/5/2016	Gas and electric use 12-15-15 to 1-13-16
P G & E	60-50-6410	\$ 1,372.96	108803	2/5/2016	Gas and electric use 12-15-15 to 1-13-16
P G & E	62-60-6411	\$ 328.46	108803	2/5/2016	Gas and electric use 12-15-15 to 1-13-16
P G & E	62-60-6412	\$ 1,031.27	108803	2/5/2016	Gas and electric use 12-15-15 to 1-13-16
P G & E	63-56-6410	\$ 7,486.25	108803	2/5/2016	Gas and electric use 12-15-15 to 1-13-16
P G & E	69-47-6410	\$ 3,214.61	108803	2/5/2016	Gas and electric use 12-15-15 to 1-13-16
		\$ 24,960.26	108803 Total		
PIONEER DRUG	10-33-6300	\$ 3.54	108804	2/5/2016	Daily log book
PIONEER DRUG	10-44-6300	\$ 3.54	108804	2/5/2016	Daily log book
PIONEER DRUG	60-50-6300	\$ 3.54	108804	2/5/2016	Daily log book
		\$ 10.62	108804 Total		
PITNEY BOWES, Inc	10-14-6300	\$ 43.90	108805	2/5/2016	Red ink cartridges for postage meter
PITNEY BOWES, Inc	60-50-6300	\$ 43.90	108805	2/5/2016	Red ink cartridges for postage meter
PITNEY BOWES, Inc	63-56-6300	\$ 43.91	108805	2/5/2016	Red ink cartridges for postage meter
		\$ 131.71	108805 Total		
R-SAFE SPECIALTY	10-33-6270	\$ 40.29	108806	2/5/2016	Replacement impeller
		\$ 40.29	108806 Total		
RALEY'S IN STORE CHARGE	10-01-6620	\$ 14.57	108807	2/5/2016	Coke/popcorn
RALEY'S IN STORE CHARGE	10-14-6300	\$ 4.26	108807	2/5/2016	Sugar/Coffee Mate/sweetner
RALEY'S IN STORE CHARGE	10-44-6660	\$ 4.49	108807	2/5/2016	Coffee Mate/Coffee/spoons/foam cups/oil
RALEY'S IN STORE CHARGE	10-46-6300	\$ 19.80	108807	2/5/2016	Coffee Mate/Coffee/spoons/foam cups/oil
RALEY'S IN STORE CHARGE	42-36-6300	\$ 83.37	108807	2/5/2016	Supplies for storm water meeting
RALEY'S IN STORE CHARGE	60-50-6300	\$ 4.26	108807	2/5/2016	Sugar/Coffee Mate/sweetner
RALEY'S IN STORE CHARGE	63-56-6300	\$ 4.25	108807	2/5/2016	Sugar/Coffee Mate/sweetner
		\$ 135.00	108807 Total		
Stanislaus County Planning Directors Assoc	10-06-6690	\$ 60.00	108808	2/5/2016	Planning commissioners workshop/Allen/Parker
		\$ 60.00	108808 Total		
STAN CNTY CLERK RECORDER	10-00-2630	\$ 15.00	108809	2/5/2016	Release of lien fee/2106 Hidden Canyon Way
		\$ 15.00	108809 Total		
Stanislaus County Auditor-Controller	10-21-6615	\$ 57,301.00	108810	2/5/2016	14-15 Final payment for Police dispatch services/911
		\$ 57,301.00	108810 Total		
STAPLES ADVANTAGE	10-14-6300	\$ 35.13	108811	2/5/2016	Cash register rolls/rubberbands/pens



AP Check Register February 05, 2016

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
STAPLES ADVANTAGE	10-46-6300	\$ 58.92	108811	2/5/2016	Mouse pad/pens/Glade plugins/wireless mouse
STAPLES ADVANTAGE	60-50-6300	\$ 35.13	108811	2/5/2016	Cash register rolls/rubberbands/pens
STAPLES ADVANTAGE	63-56-6300	\$ 35.12	108811	2/5/2016	Cash register rolls/rubberbands/pens
		\$ 164.30	108811 Total		
Sun Ridge Systems, Inc	10-21-6200	\$ 9,060.00	108812	2/5/2016	Purchase of RIMS dispatch software with annual support/PD
Sun Ridge Systems, Inc	10-21-7105	\$ 19,867.00	108812	2/5/2016	Purchase of RIMS dispatch software with annual support/PD
		\$ 28,927.00	108812 Total		
Sun Valley Portables	69-47-6200	\$ 155.76	108813	2/5/2016	Portable restroom rental-service
		\$ 155.76	108813 Total		
TelePacific Communications	10-14-6420	\$ 85.84	108814	2/5/2016	Telephone service/Feb 2016/long distance/Jan 2016
TelePacific Communications	10-21-6420	\$ 169.12	108814	2/5/2016	Telephone service/Feb 2016/long distance/Jan 2016
TelePacific Communications	10-45-6420	\$ 85.84	108814	2/5/2016	Telephone service/Feb 2016/long distance/Jan 2016
TelePacific Communications	60-50-6420	\$ 85.84	108814	2/5/2016	Telephone service/Feb 2016/long distance/Jan 2016
TelePacific Communications	63-56-6420	\$ 85.83	108814	2/5/2016	Telephone service/Feb 2016/long distance/Jan 2016
		\$ 512.47	108814 Total		
T.H.E. OFFICE CITY	10-21-6300	\$ 61.74	108815	2/5/2016	copy paper/disinfectant spray
T.H.E. OFFICE CITY	10-22-7105	\$ 588.71	108815	2/5/2016	Desk chair/stackable side chairs/Fire
		\$ 650.45	108815 Total		
TOSTA BARBARA J.	10-45-6725	\$ 165.00	108816	2/5/2016	Young @ Heart instructor/Jan 2016
		\$ 165.00	108816 Total		
UNIVAR USA, INC	63-56-6300	\$ 656.79	108817	2/5/2016	225 gallons sodium hypochlorite/Well #8
		\$ 656.79	108817 Total		
USA BLUEBOOK	42-36-6300	\$ 69.21	108818	2/5/2016	PVC discharge hose for storm dewater and water leaks
USA BLUEBOOK	63-56-6300	\$ 69.21	108818	2/5/2016	PVC discharge hose for storm dewater and water leaks
		\$ 138.42	108818 Total		
U.S. BANK	73-70-8105	\$ 3,080.00	108819	2/5/2016	Admin fees/1-1-16 to 12-31-16/1997 Tax allocation project
		\$ 3,080.00	108819 Total		
UNITED STATES POSTMASTER	10-21-6330	\$ 133.00	108820	2/5/2016	Postage stamps/PD
		\$ 133.00	108820 Total		
Valley Tire Sales	10-21-6530	\$ 972.03	108821	2/5/2016	8 new tires
		\$ 972.03	108821 Total		
VALLEY PARTS SERVICE	10-33-6530	\$ 45.32	108822	2/5/2016	Battery for mule
VALLEY PARTS SERVICE	10-44-6530	\$ 45.32	108822	2/5/2016	Battery for mule
VALLEY PARTS SERVICE	60-50-6300	\$ 38.40	108822	2/5/2016	Gas cap/MAC battery protector
VALLEY PARTS SERVICE	60-50-6530	\$ 14.73	108822	2/5/2016	Converter for small trailer
VALLEY PARTS SERVICE	60-50-6530	\$ 42.97	108822	2/5/2016	Switch/loom/trailer connect kit/ring terminals
VALLEY PARTS SERVICE	60-50-6530	\$ 1,747.54	108822	2/5/2016	8 batteries for Polaris Ranger
VALLEY PARTS SERVICE	63-56-6530	\$ 14.74	108822	2/5/2016	Converter for small trailer
VALLEY PARTS SERVICE	69-47-6530	\$ 22.66	108822	2/5/2016	Battery for mule



AP Check Register

February 05, 2016

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description



MINUTES
NEWMAN CITY COUNCIL
REGULAR MEETING JANUARY 26, 2016
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** – Council Member Day.
4. **Roll Call - PRESENT:** Graham, Mayor Pro Tem Candea, Day And Mayor Martina.
ABSENT: Davis.
5. **Declaration Of Conflicts Of Interest** – None.
6. **Ceremonial Matters** – None.
7. **Items from the Public - Non-Agenda Items**

Ron Jorgensen, 428 Sumac Lane, Noted That His Non-Profit Group, *Friends Of Yours*, Would Be Working With The Family Resource Center And The City On The Point In Time Count Homeless Count On January 28th. Jorgensen Explained That The Sheltered And Unsheltered Point In Time Count Is An Effort To More Accurately Count Local Homeless Populations. Jorgensen Noted That His Group Is Trying To Provide Help And Services To Newman’s Homeless.

8. Consent Calendar

- a. Waive All Readings Of Ordinances And Resolutions Except By Title.
- b. Approval Of Warrants.
- c. Approval Of Minutes Of The January 12, 2016 Meeting.
- d. Adopt Resolution No. 2016-04, A Resolution Authorizing The Approval Of The “Statement Of Investment Policy” For The City Of Newman.

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

9. Public Hearings

- a. Second Reading And Adoption Of Ordinance No. 2016-01, An Ordinance Of The City Of Newman Amending Titles 3 Business Regulations And 8 Health And Sanitation; Sections 3.01 Revenue Licenses And 8.07 Medical Marijuana Dispensaries Of The Newman Municipal Code And Authorize Staff To Publish A Summary Of Said Ordinance.

Mayor Martina Opened The Public Hearing At 7:27 P.M.

Brian Escobar, 25155 Jorgensen Road, Stated That He Was A Veteran Dealing With PTSD And That He Was In The Process Of Obtaining A Prescription Through The Veterans Administration For Medical Marijuana. Escobar Read A Letter From Assemblymember Jim Wood Regarding The March 1st Deadline For Local Governments To Implement Land Use Regulations Related To Medical Marijuana. The Letter Explained That The Deadline Was An Error And That Lawmakers Were Working To Remove The Deadline To Allow Local Governments To Maintain Local Control. He Concluded By Remarking That A Full Ban Of Marijuana Will Not Work And That He Would Like To Stay Within The Law.

Jose Ferro, 1346 ½ "P" Street, Indicated That He Was A Cancer Patient And Legal Medical Marijuana Card Holder And Explained That He Was Concerned About What All Legal Medical Marijuana Card Holders Would Be Forced To Do If The Ordinance Was Adopted. Ferro Stated That The City Should Be More Concerned About Other More Dangerous Drugs And Not Marijuana. He Contended That The City Did Not Provide Enough Notice Regarding The Proposed Ordinance.

Council Member Graham Reiterated That The City Was Not Stopping People From Utilizing Medical Marijuana But Trying To Stop The Cultivation In The Community As A Way To Alleviate Other Potentially Related Crimes, Dangers And Other Problems.

City Manager Holland Pointed Out That The Proposed Ordinance Would Not Prohibit The Use Of Marijuana Permitted By Proposition 2015 Medical Marijuana Card Holders But Rather Prevent Them From Cultivating Marijuana. Holland Noted That Notices Were Published In The Newspaper And That There Was A Front Page Article In The Newspaper About The Item. He Went On To Note That This Item Was Brought Before The City Council Twice, At Two Different Regularly Scheduled Meetings.

Jose Ferro, 1346 ½ "P" Street, Expressed That He Is A Patient Who Needs Medical Marijuana.

Chief Richardson Explained That The Intent Was Not To Stop People From Utilizing Medical Marijuana But Instead To Stop The Cultivation And Commercial Transportation Of Marijuana Within The City's Limits.

Council Member Day Noted That The Ordinance's Intent Is To Regulate The Cultivation And Transportation of Marijuana Within The City, Not To Outlaw Medical Marijuana.

John Martinez, 442 Driskell Avenue, Stated That He Too Is A Cancer Patient And Must Grow His Own Marijuana Because Otherwise He Would Not Be Able To Afford It Otherwise. Martinez Asked The City Allow Him To Grow At Least Three Plants.

Vincent Thompson, 1536 Canyon Creek Drive, Stated That The Ordinance Was Not Just About Cultivation But Potentially The Start Of A Marijuana Prohibition. Thompson Questioned The Validity Of The Claims About Fire Hazards. He Declared That There Are More Crimes Committed That Are Related To Alcohol Than Marijuana. Thompson Indicated That He Thought The City Was Trying To Take Rights Away From Good Citizens And That The City Was Judging Marijuana More Harshly Than Alcohol. He Noted That The City Should Police The Crime Rather Than Ban Marijuana. Thompson Concluded By Asserting That The Whole Ordinance Was An Overreach And That He Did Not Think It Should Be Adopted.

Gilbert Martinez, 2027 River Road, Indicated That He Grows Plants For His Pain And Medical Conditions And That This Ordinance Would Be A Step Backward. Martinez Questioned The Amount Of Notice Regarding The Ordinance That Was Provided And The Fire Risk That Growing Marijuana

Poses. He Pointed Out That Many People Need Medical Marijuana And Asked The Council To Reconsider The Adoption Of The Proposed Ordinance.

Ron Jorgensen, 428 Sumac Lane, Explained That He Was Not For Or Against The Ordinance But Asked If A Legal Medical Marijuana Card Holder Who Brought Marijuana Into The Community Would Be Prosecuted By The City.

City Manager Holland Indicated That Legal Medical Marijuana Proposition 215 Card Holders Would Not Be Prosecuted For Possessing Personal Marijuana.

Brian Escobar, 25155 Jorgensen Road, Suggested That The City Regulate And Permit Personal Medical Marijuana Cultivation.

Chief Richardson Noted That There Are Safety Concerns With Growing Marijuana. Richardson Mentioned Within Stanislaus County, There Have Been Several Home Invasions Related To Growing Marijuana And That One In Turlock Resulted In A Homicide. He Recalled That Two Recent Structure Fires Were The Result Of Illegal Electrical Wiring That Was Done To Accommodate Marijuana Grows. Richardson Confirmed That The Police Department Had Received More Than Fifty Complaints From Citizens Regarding Neighboring Marijuana Grows Since 2009. He Pointed Out That Without The Proposed Ordinance, There Was Little The Police Department Could Do To Alleviate The Issue.

There Being No Further Public Comment, Mayor Martina Closed The Public Hearing At 7:56 P.M.

Council Member Day Indicated That He Thought The City Had Done A Good Job Of Letting People Know About The Proposed Ordinance And That The City Had Followed The Noticing Requirements. Day Thanked All The Speaker For Their Input.

ACTION: Ordinance No. 2016-01, An Ordinance Of The City Of Newman Amending Titles 3 Business Regulations And 8 Health And Sanitation; Sections 3.01 Revenue Licenses And 8.07 Medical Marijuana Dispensaries Of The Newman Municipal Code, Had Its Second Reading By Title Only. On A Motion By Day Seconded By Candea, Said Ordinance Was Adopted And Staff Was Authorized To Prepare And Publish A Summary Of The Ordinance By The Following Vote: AYES: Graham, Candea, Day And Mayor Martina; NOES: None; ABSENT: Davis; NOT PARTICIPATING: None.

b. Conceptual Approval Of General Plan Amendment No. 16-01 For The Purpose Of HCD Submittal And Review.

Martin Carver, Coastplans, Presented And Went Over General Plan Amendment No. 2016-01. Carver Provided An Overview Of Housing Policy And Program Changes. He Reviewed Local Housing Trends Since 2008, The City's Regional Housing Needs Allocation, The City's Vacant And Available Sites, And The Remaining Housing Element Schedule.

Mayor Martina Opened The Public Hearing At 7:23 P.M.

There Being No Public Comment, Mayor Martina Closed The Public Hearing At 7:23 P.M.

ACTION: On Motion By Day Seconded By Candea, The Council Approved General Plan Amendment No. 16-01, Conceptual Approval Of The Housing Element Document For Purposes Of HCD Review By The Following Vote: AYES: Graham, Candea, Day And Mayor Martina; NOES: None; ABSENT: Davis; NOT PARTICIPATING: None.

10. Regular Business

a. Report On Agreement For Biological Assessment And Wetland Delineation.

ACTION: On Motion By Graham Seconded By Candea, The Council Authorized The City Manager To Execute An Agreement With Ecosystems West Consulting Group For An Amount Not To Exceed \$10,000 By The Following Vote: AYES: Graham, Candea, Day And Mayor Martina; NOES: None; ABSENT: Davis; NOT PARTICIPATING: None.

11. Items From District Five Stanislaus County Supervisor.

Supervisor DeMartini Mentioned That The South County Corridor Report Had Been Released And That The Report Had Narrowed Down The Original Eighteen Alternatives Down To Three Options. DeMartini Noted That The Preliminary Cost Estimates Were All Above \$200 Million But Pointed Out That The Crows Landing Road/Fink Road Route Would Likely Be The Most Feasible As The County Had Already Budgeted Money To Replace The Crows Landing Road Bridge. He Stated That StanCOG Would Be Reviewing The Report Sometime In March. DeMartini Reminded Everyone That The Next West Side Healthcare Taskforce Meeting Would Be Taking Place On February 25th In Newman.

12. Items From The City Manager And Staff.

City Manager Holland Noted That The City's Legal Counsel Would Be Providing The Council With A Legislative Update At A Meeting In The Near Future. Holland Reported That City Staff Would Be Meeting With County Staff To Discuss West Side Projects. He Mentioned That The Wastewater Treatment Plant Grant That The Council Authorized Had Been Submitted. Holland Concluded By Reminding Everyone That The Youth Basketball Season Was Still Underway And That Youth Baseball/Softball Signups Had Begun.

Chief Richardson Reported That The Police Department Had Arrested A Suspect Related To The January 18th Shooting.

Finance Director Humphries Mentioned That The Mid-Year Budget Review Would Presented At The Next City Council Meeting And Noted That The Treasurers' Reports Were Completed And Have Been Placed In The Council Member's Mailboxes.

City Planner Ocasio Confirmed That She And Chief Bowen Would Be Participating In The Sheltered And Unsheltered Point In Time Homeless Count On January 28th.

Public Works Director Kim Remarked That The South County Corridor Cost Estimates That The Supervisor Had Mentioned Include The Full Replacement Cost Of The Existing Roads Which Will Most Likely Not Be Necessary. Kim Noted That The Actual Costs Should Be Lower Than The Initial Cost Estimates.

Chief Bowen Reported That The Newman Fire Department Along With Other Mutual Aid Agencies Had Responded To A Structure Fire On "R" Street. Bowen Noted That The Structure Was Unoccupied And That There Were No Injuries.

13. Items From City Council Members.

Council Member Graham Asked Staff To Look Into The Homeless Encampment In The North End Of The City Near The Railroad Tracks. Graham Mentioned That He Had Received Complaints About Unlawful Activity Taking The Barrington Park Parking Lot After Dark. He Asked Staff To Explore The Option Of Adding A Light In That Area To Detour Potential Crime.

Council Member Day Reported That He Had Attended The Last Stanislaus Business Alliance Meeting And Noted That He Had Received A Document That Contained The 2016 Alliance Goals That He Planned To Share With The Rest Of The Council. Day Mentioned That The Alliance Started A Program Called *Operation Stanislaus* To Encourage Businesses To Relocate To Stanislaus County.

Mayor Martina Thanked Everyone In Attendance For Participating In The Meeting.

14. Adjournment.

ACTION: On Motion By Candea Seconded By Graham And Unanimously Carried, The Meeting Was Adjourned At 8:20 P.M.

Honorable Mayor and Members
of the Newman City Council

**REPORT ON THE PURCHASE OF 2070 PRINCE STREET FROM THE NEWMAN
REDEVELOPMENT SUCCESSOR AGENCY**

RECOMMENDATION:

It is recommended that the Newman City Council approve Resolution No. 2016- , authorizing the purchase of 2070 Prince Street.

BACKGROUND:

The Newman Redevelopment Agency (RDA) was dissolved by California State as of February 1, 2012 along with all Redevelopment Agencies state-wide. The Newman Redevelopment Successor Agency was established by the State to administer this dissolution. As part of the dissolution the Successor Agency to the RDA created a Long Range Property Management Plan (LRPMP). The LRPMP recommended, 1) to transfer those former RDA properties that are of governmental nature to the City/County under which it was created, and 2) to sell the remaining former RDA properties. The LRPMP of the Newman Redevelopment Successor Agency was approved by the California State Department of Finance.

ANALYSIS:

All of the properties, with the exception of 2070 Prince Street, have either been transferred to the City or sold. The property at 2070 Prince Street was listed on the LRPMP as a property to be sold. Due to the location, orientation and the presence of underground Central California Irrigation District waterline on the southern and western property lines, the property is undesirable for development.

The City was approached by a group to convert the property at 2070 Prince into a park/dog park. The City has rezoned the property to P-Q (Public and Quasi-Public) (see Ord. 2015-5). The Newman Redevelopment Successor Agency Oversight Board approved a change in the Long Range Property Management Plan which authorized the transfer of the property to the City. The California State Department of Finance rejected this action by the Oversight Board; however, they recommended to keep the property listed to be sold on the LRPMP and sell it to the City for \$1.00. This would eliminate complications and still arrive at the same goal of City ownership.

FISCAL IMPACT:

\$1.00 General Fund expenditure.

CONCLUSION:

Staff recommends that the City Council authorize the purchase of 2070 Prince Street for \$1.00, plus any costs involved in the purchase, and authorized the City Manager to execute any documents necessary for the purchase.

ATTACHMENTS:

1. Resolution No. 2016- , a resolution authorizing the purchase of 2070 Prince Street Newman, CA
2. Aerial image of 2070 Prince Street

Respectfully submitted,



Lewis A. Humphries
Finance Director

REVIEWED/CONCUR



Michael Holland
City Manager

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN AUTHORIZING THE PURCHASE OF 2070 PRINCE STREET FROM THE NEWMAN REDEVELOPMENT SUCCESSOR AGENCY

WHEREAS, on September 20, 2013 the Newman Redevelopment Successor Agency Oversight Board approved the Long Range Property Management Plan; and

WHEREAS, on November 25, 2013 the California State Department of Finance approved the Long Range Property Management Plan of the Newman Redevelopment Successor Agency; and

WHEREAS, property number 6 on the Long Range Property Management Plan is APN number 128-060-021-000 formerly known as 2030 Prince Street; and

WHEREAS, according to the Long Range Property Management Plan this property is to be sold and its proceeds used to pay for enforceable obligations of the Newman Redevelopment Successor Agency; and

WHEREAS, due to the property having undesirable dimensions and location for development and also having underground Central California Irrigation District water lines running both along the southern and western property lines; and

WHEREAS, the property has had its address changed to 2070 Prince Street so as to not conflict with the neighboring property; and

WHEREAS, the property has been rezoned to P-Q (Public and Quasi-Public) through City Ordinance No. 2015-5 so that it may be developed as a park;

NOW, THEREFORE, BE IT RESOLVED that the City of Newman authorizes the purchase of the APN 128-060-021 (2070 Prince Street, Newman, CA) for the amount of \$1.00 plus any costs involved in the purchase of the property and authorizes the City Manager to execute all documents necessary for said purchase.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 9th day of February, 2016 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:

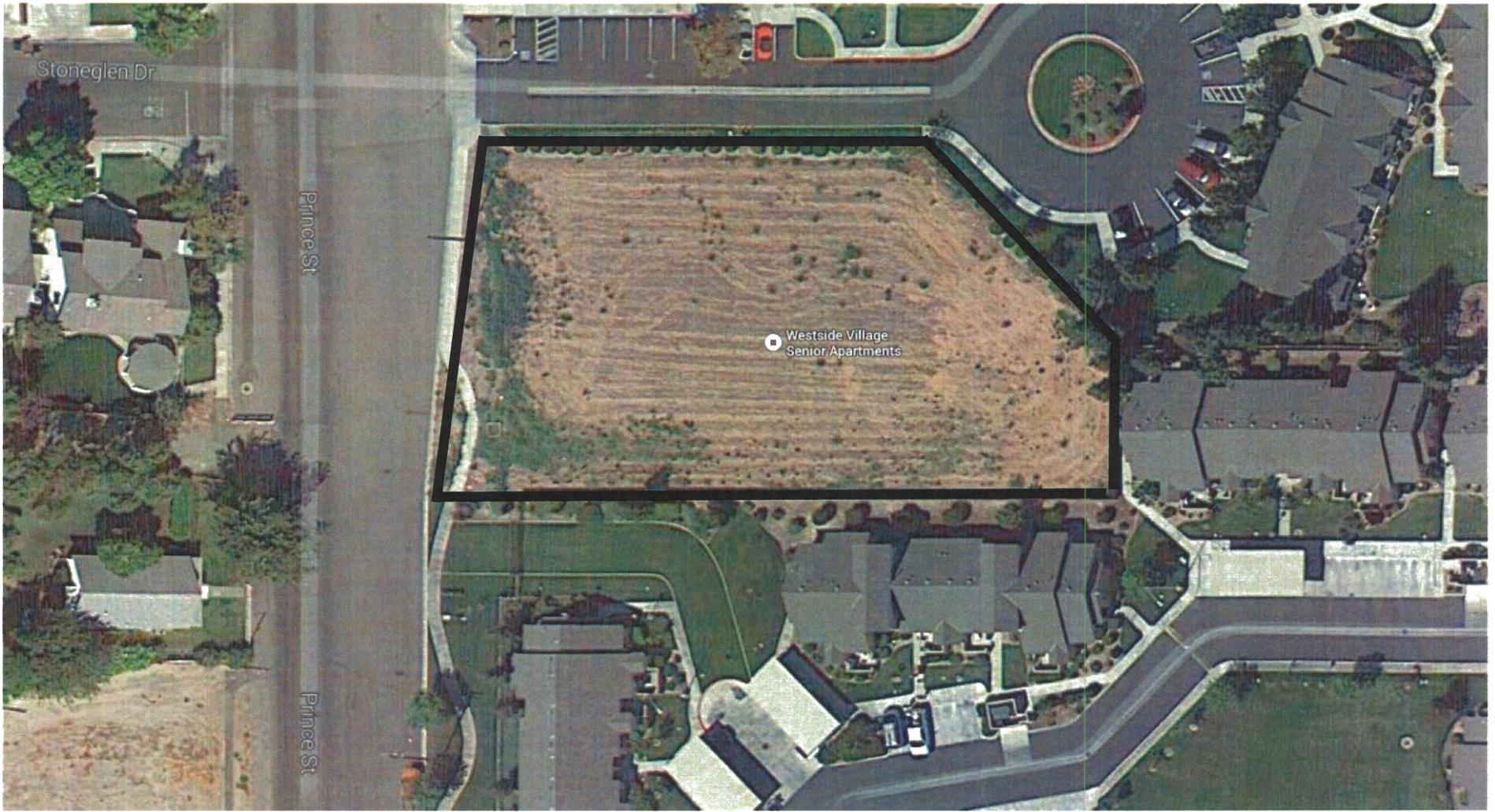
AYES:
NOES:
ABSENT:

APPROVED:

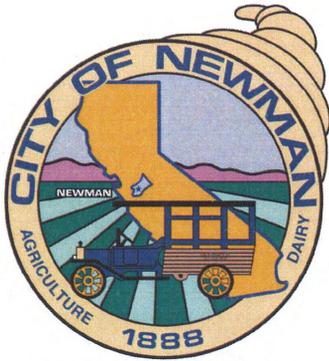
Bob Martina, Mayor

ATTEST:

Mike Maier, City Clerk



Imjageny ©2013 Google, Map data ©2013 Google



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

Date: February 3, 2016
To: City Council
From: Michael E. Holland *meh*

Subject: Item No. 8.e. – Modification of Fireworks Selling Permit Policies.

The attached Resolution provides clarification and minor modifications to the City's policies for issuing fireworks selling permits as originally set-forth in Resolution No 96-19. Changes to the Resolution are underlined below:

1. Issuing Fireworks Permits only to verifiable, non-profit organizations that benefit local youth and have a Newman mailing address.
2. Obtaining written approval for the current property owner.
3. Obtaining liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate and listing the City as additionally insured.
4. Compliance with the City's sign ordinance.
5. Obtaining all local and State approvals.
6. The total number of permits shall be limited to one permit per 2,500 residents and will be issued on a first-come first-served basis. The application must be deemed complete to be considered for a permit.

In addition, the processing fee would be raised from \$25 to \$100; based upon the amount of staff time that is required to process the permit and conduction the necessary Fire inspections.

RESOLUTION NO. 2016-

**A RESOLUTION MODIFYING THE POLICY FOR THE ISSUANCE OF A CITY OF
NEWMAN FIREWORKS SELLING PERMIT**

WHEREAS, in April 1996, the City Council approved Resolution No 96-19 establishing a policy for the issuance of Fireworks Permits; and

WHEREAS, these policies are necessary to protect the best interest of the community and to ensure compliance with local and State regulations; and

WHEREAS, the community's interest would be served by:

1. Issuing Fireworks Permits only to verifiable, non-profit organizations that benefit local youth and have a Newman mailing address.
2. Obtaining written approval for the current property owner.
3. Obtaining liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate and listing the City as additionally insured.
4. Compliance with the City's sign ordinance.
5. Obtaining all local and State approvals.
6. The total number of permits shall be limited to one permit per 2,500 residents and will be issued on a first-come first-served basis. The application must be deemed complete to be considered for a permit; and

WHEREAS, the processing and inspection fee shall be \$100.00; payable at the time the application is submitted.

NOW, THEREFORE, BE IT RESOLVED that the City of Newman hereby modifies the rules and regulations for the issuance of Fireworks Selling Permits.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 9th day of February 2016 by Council Member _____, who moved its adoption which motion was duly seconded and the resolution adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

City Clerk of the City of Newman

RESOLUTION NO. 96- 19

**A RESOLUTION ESTABLISHING POLICY FOR THE ISSUANCE OF A CITY OF NEWMAN
FIREWORKS SELLING PERMIT**

WHEREAS, the City Council of the City of Newman wishes to establish a policy for the issuance of Fireworks Permits; and

WHEREAS, the City Council has the best interest of the community at heart; and

WHEREAS, the community's interest would be serviced by:

1. Issuing Fireworks Permits to local, nonprofit youth benefiting organizations;
2. Obtaining written approval of the current property owner;
3. Obtaining liability insurance, listing the City as additionally insured;
4. Complying with the Sign Ordinance; and
5. Obtaining all State and Local approvals; and

WHEREAS, the processing fee for the application will be established by Resolution based on actual processing cost, to be reviewed annually.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby adopts rules and regulations for issuing Fireworks Permits.

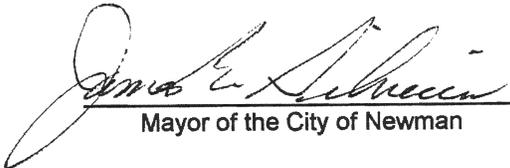
The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 23rd day of April, 1996 by Councilmember Novoa, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES: Marquez, Sheridan, Novoa, Dickey and Mayor Silveira

NOES: None

ABSENT: None

APPROVED:



Mayor of the City of Newman

ATTEST:



City Clerk of the City of Newman

REPORT ON NUISANCE ABATEMENT

RECOMMENDATION:

Adopt Resolution No. 2016- , 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, February 8, 2016. 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. 2016- , 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. 2016-

**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 February 9, 2016, 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 9th day of February, 2016 by Council Member _____, who moved its adoption, which motion was duly seconded and was adopted upon roll call vote.

AYES:
NOES:
ABSENT:

APPROVED:

Mayor

ATTEST:

City Clerk

City of Newman
Abatement list

1. 349 Orchard Hill Ct.

Garbage, cement, and dirt pile on the side of property.







Honorable Mayor and Members
of the Newman City Council

**A RESOLUTION AUTHORIZING THE AUTOMATIC ANNUAL INFLATION ADJUSTMENT FOR
CAPITAL FACILITY AND IMPACT FEES FOR THE PERIOD OF MARCH 1, 2016 THROUGH
FEBRUARY 28, 2017**

RECOMMENDATION:

1. Hold a Public Hearing
2. Adopt Resolution No. 2016- authorizing the Automatic Annual Inflation Adjustment for Capital Facility and Impact Fees for the Period of March 1, 2016 through February 28, 2017.

BACKGROUND:

In April 2002, the City Council adopted Resolution No. 2002-22 approving the comprehensive update of Capital Facility and Impact Fees. The resolution provides for the automatic adjustment of the fees based on current construction indexes for the area. The following information is presented to the Council for review and approval.

ANALYSIS:

The City of Newman is considered a part of the Engineering News-Record's (ENR) San Francisco region. The 2015 ENR CCI inflation index for this region from Dec 2014 to Dec 2015 is a negative -0.2%; last year the CCI increased 5.0%. This increase has been applied to the Capital Facility and Impact Fees to originate new rates for the period of March 1, 2016 through February 28, 2017.

FISCAL IMPACT:

The adjusted rates will increase development fees due at time of development. For example, a vested single-family (Low Density) residential unit will go from \$11,495.78 to \$11,472.79 in impact fees. The adjusted fees apply to all development types; business park, commercial, industrial and residential.

CONCLUSION:

Staff recommends approval of Resolution No. 2016- , authorizing the Automatic Annual Inflation Adjustment for Capital Facility and Impact Fees for the period of March 1, 2016 through February 28, 2017. Upon approval, adjusted Fees will be initiated on March 1, 2016 and Notices will be forwarded to the BIA.

ATTACHMENTS:

1. Resolution No. 2016-
2. Exhibit A: Fee Comparison Spreadsheet

Respectfully submitted,



Lewis A. Humphries
Finance Director

REVIEWED/CONCUR



Michael Holland
City Manager

RESOLUTION NO. 2016-

**A RESOLUTION AUTHORIZING THE AUTOMATIC ANNUAL INFLATION ADJUSTMENT
FOR CAPITAL FACILITY AND IMPACT FEES FOR THE PERIOD OF
MARCH 1, 2016 THROUGH FEBRUARY 28, 2017**

WHEREAS, the City Council of the City of Newman has adopted Resolution No. 2002-22 "Approving Comprehensive Update of Capital Facility Fees Program"; and

WHEREAS, the City Council of the City of Newman has provided for the annual adjustment of the Capital Facility Fees by the inflation factor; and

WHEREAS, the accepted inflation factor, using the Construction Cost Index for the San Francisco Area published by the Engineering News Report for December 2015 is -0.2% (negative) over the previous December,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman accepts and implements the adjusted Capital Facility Fee Schedule (Exhibit A).

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 9th of February, 2016 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

City of Newman - Development Fees 2016-2017

EXHIBIT A

Inflation Factor - (-0.2%) (ENR - SF CCI Dec 2015 over Dec 2014)

Fees for Vested Maps - 03/01/16 through 02/28/17

	IMPACT FEES								PARKS		MUNICIPAL FACILITY FEES												TOTALS PER UNIT			
	Water		Traffic		Storm		Sewer		Park		Com Bldg		Police		Fire		Govt Bldg		Corp Yard		Wildlife		Gen Admin		Old	New
	Old	New	Old	New	Old	New	Old	New	Old	New	Old	New	Old	New	Old	New	Old	New	Old	New	Old	New	Old	New		
Residential Land Use																										
Low Density	1,199.95	1,197.55	2,579.52	2,574.36	1,295.28	1,292.69	815.17	813.54	3,006.00	2,999.99	427.37	426.52	418.01	417.17	774.13	772.58	479.85	478.89	232.42	231.96	54.36	54.25	213.72	213.29	11,495.78	11,472.79
Medium Density	567.08	565.95	2,101.24	2,097.04	632.36	631.10	397.98	397.18	2,404.80	2,399.99	384.28	383.51	376.78	376.03	697.28	695.89	431.14	430.28	209.94	209.52	48.74	48.64	191.22	190.84	8,442.84	8,425.97
High Density	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Non-Residential Land Use																										
																										PER 1000 SQ FT
Downtown Commercial	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
General commercial	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Light Industrial	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Service Industrial	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Heavy Industrial	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Business Park	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Fees for New Development - 03/01/16 through 02/28/17

	IMPACT FEES								PARKS		MUNICIPAL FACILITY FEES												TOTALS PER UNIT			
	Water		Traffic		Storm		Sewer		Park		Com Bldg		Police		Fire		Govt Bldg		Corp Yard		Wildlife		Gen Admin		Old	New
	Old	New	Old	New	Old	New	Old	New	Old	New	Old	New	Old	New	Old	New	Old	New	Old	New	Old	New	Old	New		
Residential Land Use																										
Low Density	1,239.22	1,236.74	4,494.04	4,485.05	2,060.09	2,055.97	841.85	840.17	5,783.49	5,771.92	N/A	N/A	990.72	988.74	520.37	519.33	1,331.72	1,329.06	N/A	N/A	56.13	56.02	228.78	228.32	17,546.41	17,511.32
Medium Density	604.99	603.78	4,003.49	3,995.48	1,005.76	1,003.75	411.00	410.18	5,713.55	5,702.12	N/A	N/A	978.79	976.83	514.08	513.05	1,315.65	1,313.02	N/A	N/A	50.34	50.24	225.99	225.54	14,823.64	14,793.99
High Density	378.13	377.37	3,160.69	3,154.37	628.59	627.33	256.87	256.36	5,194.26	5,183.87	N/A	N/A	889.78	888.00	467.37	466.44	1,196.02	1,193.63	N/A	N/A	44.53	44.44	205.47	205.06	12,421.71	12,396.87
Non-Residential Land Use																										PER 1000 SQ FT
Downtown Commercial	676.38	675.03	N/A	N/A	808.15	806.53	258.86	258.34	N/A	N/A	N/A	N/A	320.34	319.70	168.23	167.89	430.58	429.72	N/A	N/A	N/A	N/A	73.97	73.82	2,736.51	2,731.03
General commercial	676.38	675.03	3,558.68	3,551.56	808.15	806.53	258.86	258.34	N/A	N/A	N/A	N/A	320.34	319.70	168.23	167.89	430.58	429.72	N/A	N/A	N/A	N/A	73.97	73.82	6,295.19	6,282.59
Light Industrial	676.38	675.03	1,802.77	1,799.16	808.15	806.53	258.86	258.34	N/A	N/A	N/A	N/A	213.55	213.12	112.17	111.95	287.05	286.48	N/A	N/A	N/A	N/A	49.30	49.20	4,208.23	4,199.81
Service Industrial	676.38	675.03	1,100.41	1,098.21	808.15	806.53	258.86	258.34	N/A	N/A	N/A	N/A	213.55	213.12	112.17	111.95	287.05	286.48	N/A	N/A	N/A	N/A	49.30	49.20	3,505.87	3,498.86
Heavy Industrial	676.38	675.03	749.20	747.70	808.15	806.53	258.86	258.34	N/A	N/A	N/A	N/A	213.55	213.12	112.17	111.95	287.05	286.48	N/A	N/A	N/A	N/A	49.30	49.20	3,154.66	3,148.35
Business Park	676.38	675.03	1,802.77	1,799.16	808.15	806.53	258.86	258.34	N/A	N/A	N/A	N/A	320.34	319.70	168.23	167.89	430.58	429.72	N/A	N/A	N/A	N/A	73.97	73.82	4,539.28	4,530.19

Connection Fees

Sewer Connection Fees per single family residence	\$2,330.00
Water Connection Fees per single family residence	\$1,035.00
Water Meter per single family residence	\$200.00

Honorable Mayor and Members
of the Newman City Council

ADOPT MIDYEAR BUDGET CHANGES FOR FISCAL YEAR 2015-2016

RECOMMENDATION:

Review the budget adjustments as proposed in the report and adopt Resolution No. 2016- , adopting the midyear budget changes for fiscal year 2015-2016.

BACKGROUND:

It is customary for Municipalities, midway through their fiscal year, to review their original budgeted revenue and expense projections. December 31st is the midway point of our fiscal year. Revenues and expenditures for the 6 month period ending December 31, 2015 were analyzed.

ANALYSIS:

Exhibits A & B compare the budgeted revenues and expenditures to actual amounts received and spent through December 31, 2015; halfway through our fiscal year. Revenues and expenditures do not arrive in 1/12 amounts each month. In Exhibit A, total General Fund Revenues collected are at 35.3% of budget, and revenues for all funds are at 36.7%. It is typical that more revenues are collected in the second half of the year than in the first half.

In Exhibit B, General Fund expenditures at December 31, 2015 are at 44.2% of budget and expenditures for all funds are at 35.6%.

To prepare the proposed adjustments, revenue and expenditure line items were analyzed and discussed with the City Manager and the various department heads and their staff. Exhibits C & D contain the proposed revenue and expenditure budget adjustments by line item. The last column of Exhibit E shows the projected fund balances at June 30, 2016. It should be noted that the original budget, approved last June, only had estimated beginning fund balances; but, at this point, we have and use, actual/audited beginning fund balances to project our ending fund balances.

FISCAL IMPACT:

Exhibit C shows a proposed budget increase of \$111,000 to General Fund revenues at mid-year. Overall, General Fund revenues are projected to be 1.0% below our budget figures from the beginning of the year. Gains in Vehicle License Fee Swap funds and License & Permits are projected to exceed slight declines in Sales Tax and other General Fund revenue categories.

Exhibit D shows the detail of the expenditure budget adjustments totaling \$644,470 across all funds, and \$48,500 of adjustments to our General Fund expenditures. General Fund expenditure increases are mostly due to costs involved with the Community Facility District efforts and vehicle repairs. As a side note, there are numerous General Fund expenditure line items that are coming in under budget. No downward adjustment to these budget limits is needed.

In our General Fund, at the beginning of the budget year, we projected spending \$446k more than we expected to receive. At this mid-year review we project to reduce that deficit by nearly \$309k to a projected deficit of \$137k.

CONCLUSION:

Exhibit E is a projection of the ending fund balances of all funds. Funds typically should have a positive balance. All of our funds are projected to have positive ending balances with the exception of the CDBG, Storm Drain and Capital Repair & Replacement. The CDBG negative balance is due to a timing of project expenditures and grant receipts. The Storm Drain fund negative balance is due to fee credits which will reduce over time. The Capital Repair & Replacement Fund will be corrected with end of the year transfers.

The midyear budget review projects a General Fund ending balance of \$2,534,669; a decrease of \$137,000 for the 2015-16 fiscal year. This will put us with 57.7% General Fund reserves. Even though we are spending more than we are taking in this year, the City has strong reserves and remains in good financial health.

EXHIBITS:

1. Resolution No. 2016-
2. Exhibit A: Revenue Analysis by Fund as of Dec 31, 2015
3. Exhibit B: Expenditure Analysis by Fund as of Dec 31, 2015
4. Exhibit C: Revenue Adjustments
5. Exhibit D: Expenditure Adjustments
6. Exhibit E: Fund Balance Analysis

Respectfully submitted,



Lewis A. Humphries
Finance Director

REVIEWED/CONCUR:



Michael Holland, City Manager

RESOLUTION NO. 2016-

**A RESOLUTION ADOPTING THE MIDYEAR BUDGET CHANGES FOR
FISCAL YEAR 2015-2016**

WHEREAS, the City Council of the City of Newman adopted the budget for fiscal year 2015-2016 in June of 2015; and

WHEREAS, at midyear existing revenues and expenditures provide us an opportunity to improve our fund balance projections; and

WHEREAS, the City Council of the City of Newman has reviewed the midyear budget adjustments;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman accepts and implements the recommended midyear budget changes.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 9th of February, 2016 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

**CITY OF NEWMAN
REVENUE ANALYSIS BY FUND
FISCAL YEAR JULY 2015-JUNE 2016
BALANCES AS OF DECEMBER 31, 2015
50% OF YEAR COMPLETE**

Exhibit A

		BUDGET	ACTUAL	REMAINING BUDGET	Percent Of Budget Collected	
General Fund						
10 5010	Property Taxes	\$ 638,000	\$ 335,854	\$ 302,146	52.6%	Est \$638,000
10 5070	Sales Tax	\$ 490,000	\$ 118,095	\$ 371,905	24.1%	Only 4 Months Received Est \$420,000 - Tripple Flip True-up
10 5095	Business License Taxes	\$ 28,000	\$ 28,259	\$ (259)	100.9%	Est \$33,000
10 5080	Franchise Fees	\$ 262,000	\$ 82,772	\$ 179,228	31.6%	Large prmts in April & June - Est \$268,000
10 5300's	License & Permits	\$ 190,550	\$ 129,945	\$ 60,605	68.2%	Est \$250,000
10 5400's	Fines & Forfeitures	\$ 69,000	\$ 19,583	\$ 49,418	28.4%	Est \$40,000
10 5500's	Use of Assets	\$ 127,500	\$ 48,088	\$ 79,412	37.7%	Est \$122,000
10 5630	Motor Vehicle Tax	\$ 650,000	\$ -	\$ 650,000	0.0%	Est \$706,000 payment 1 of 2 arrived in February
10 5600's	Intergovernmental Revenues	\$ 100,000	\$ 54,689	\$ 45,311	54.7%	Est \$96,000
10 5730	Refuse Collection	\$ 825,000	\$ 402,776	\$ 422,224	48.8%	Est \$806,000
10 5700's	Charges for Current Services	\$ 112,700	\$ 70,018	\$ 42,682	62.1%	Est \$120,000
10 5800's	Miscellaneous Revenue	\$ 377,438	\$ 226,239	\$ 151,199	59.9%	Est \$387,000
10 5900	Transfers In	\$ 424,571	\$ -	\$ 424,571	0.0%	Transfers Done at year end. Est \$365,000
Total General Fund Revenues		\$ 4,294,759	\$ 1,516,317	\$ 2,778,442	35.3%	Est Ending Revenues \$4,251,000 (1.0% Below Budget)
Special Revenue Funds						
15	Grant Program Income	\$ 5,400	\$ 787	\$ 4,613	14.6%	We receive payments in June.
17	Grants State	\$ 325,636	\$ 51,482	\$ 274,154	15.8%	Skate park not completed yet.
18	Grants Federal	\$ 998,376	\$ 51,220	\$ 947,156	5.1%	Hwy 33/Inyo and Inyo/Canal School not invoiced yet.
20	County CDBG Consortium	\$ 180,000	\$ 10	\$ 179,990	0.0%	Inyo Ave. not started yet.
21	Gas Tax	\$ 236,097	\$ 108,968	\$ 127,129	46.2%	Only 5 payments - EST \$226,000 at end of year
22	Abandoned Vehicle Abatement	\$ 11,100	\$ 6,228	\$ 4,872	56.1%	
24	Local Transportation Fund	\$ 683,581	\$ 463,788	\$ 219,794	67.8%	LTF received in June
25	Employee Home Loan Program	\$ 2,855	\$ 1,571	\$ 1,284	55.0%	
30	Asset Forfeiture	\$ 40	\$ 12	\$ 28	29.9%	
62	Lift Station	\$ 92,000	\$ 46,590	\$ 45,410	50.6%	EST \$92,000
68	Business License Surcharge	\$ 12,120	\$ 11,945	\$ 175	98.6%	EST \$13,000
69	Power/Lighting Assessments	\$ 310,291	\$ 164,550	\$ 145,741	53.0%	Assessments arrive in Jan & May EST \$328,000
70	Contingency Fund	\$ 1,100	\$ 655	\$ 445	59.6%	EST \$1,100
71	Capital Repair & Replacement	\$ 91,800	\$ -	\$ 91,800	0.0%	Transfer in done at end of year. EST \$91,800
72	COPS Grant	\$ 100,100	\$ 14,636	\$ 85,464	14.6%	EST \$100,100
73	Successor Agency (RDA)	\$ 602,810	\$ 30,161	\$ 572,649	5.0%	RPTTF Received in Jan. and June. Recd \$212,275 in Jan.
74	Successor Housing (LMIHF)	\$ -	\$ -	\$ -	0.0%	AB1484 Delayed SERAF refund until approved by O.B.
Total Special Revenue Fund Revenues		\$ 3,653,306	\$ 952,602	\$ 2,700,704	26.1%	
Enterprise Funds						
60	WWTP/Sewer Fund	\$ 2,532,100	\$ 1,178,661	\$ 1,353,439	46.5%	EST \$2,500,000
63	Water Fund	\$ 1,332,600	\$ 727,892	\$ 604,708	54.6%	EST \$1,400,000
Total Enterprise Fund Revenues		\$ 3,864,700	\$ 1,906,553	\$ 1,958,147	49.3%	
Capital Projects						
16	Parks Facility Fee	\$ 75,309	\$ 42,772	\$ 32,537	56.8%	EST \$80,000
40	Public Facility Fee	\$ 193,823	\$ 103,856	\$ 89,967	53.6%	EST \$200,000
41	Supplemental Impact Fees	\$ 59,200	\$ 43,526	\$ 15,674	73.5%	EST \$80,000
42	Storm Drain	\$ 40,668	\$ 10,968	\$ 29,700	27.0%	EST \$20,000
61	Sewer Capital	\$ 304,000	\$ 16,333	\$ 287,667	5.4%	Transfer In \$223k not entered until end of fiscal year.
64	Water Capital	\$ 63,338	\$ 12,582	\$ 50,756	19.9%	EST \$24,000
Total Capital Project Fund Revenues		\$ 736,338	\$ 230,038	\$ 506,300	31.2%	
All City Grand Total		\$ 12,549,103	\$ 4,605,511	\$ 7,943,592	36.7%	

**CITY OF NEWMAN
EXPENDITURE ANALYSIS BY FUND
FISCAL YEAR JULY 2015-JUNE 2015
BALANCES AS OF DECEMBER 31, 2015
50% OF YEAR COMPLETE**

Exhibit B

		BUDGET	ACTUAL	Remaining BUDGET	% Of Budget Spent	
General Fund						
10	01 City Council	\$ 62,512	\$ 12,368	\$ 50,144	19.8%	Est. \$56,000
10	02 City Manager	\$ 144,324	\$ 68,339	\$ 75,985	47.4%	Est. \$142,000
10	03 City Clerk	\$ 90,671	\$ 38,258	\$ 52,413	42.2%	Est. \$83,000
10	06 Planning	\$ 90,098	\$ 43,413	\$ 46,685	48.2%	Est. \$86,000
10	07 Government Building	\$ 100,831	\$ 45,017	\$ 55,814	44.6%	Est. \$95,000
10	14 Finance	\$ 191,749	\$ 98,822	\$ 92,927	51.5%	Est. \$181,000
10	15 Government Auxillary	\$ 104,500	\$ 53,037	\$ 51,463	50.8%	Est. \$81,000
10	21 Police	\$ 2,152,139	\$ 977,324	\$ 1,174,815	45.4%	Est. \$1,955,000
10	22 Fire	\$ 219,202	\$ 48,242	\$ 170,960	22.0%	Est. \$199,000
10	23 Building Regulation	\$ 115,500	\$ 68,409	\$ 47,091	59.2%	Est. \$137,000
10	31 Engineering	\$ 35,000	\$ 6,626	\$ 28,374	18.9%	Est. \$15,000
10	33 Street Maintenance	\$ 324,471	\$ 132,856	\$ 191,615	40.9%	Est. \$275,000
10	41 Refuse Collection	\$ 740,000	\$ 373,323	\$ 366,677	50.4%	Est. \$747,000
10	44 Parks	\$ 181,561	\$ 72,355	\$ 109,206	39.9%	Est. \$145,000
10	45 Recreation Services	\$ 85,896	\$ 52,244	\$ 33,652	60.8%	Est. \$89,000
10	46 Corporation Yard	\$ 10,050	\$ 2,843	\$ 7,207	28.3%	Est. \$9,000
10	00 Transfer Out	\$ 92,500	\$ -	\$ 92,500	0.0%	Est. \$92,500
Total General Fund Expenditures		\$ 4,741,004	\$ 2,093,477	\$ 2,647,527	44.2%	Est. \$4,388,000 (7.6% under budget)
Special Revenue Funds						
15	Grant Program Income	\$ 3,000	\$ -	\$ 3,000	0.0%	We receive annual bill in June.
17	State Grants	\$ 375,189	\$ 4,307	\$ 370,882	1.1%	Skate Park Construction not started yet.
18	Grants Federal	\$ 1,098,076	\$ 40,068	\$ 1,058,008	3.6%	Hwy 33/Inyo and Inyo/Canal School not invoiced yet.
20	County CDBG Consortium	\$ 180,073	\$ 189	\$ 179,884	0.1%	Inyo Ave not invoiced yet.
21	Gas Tax	\$ 324,471	\$ -	\$ 324,471	0.0%	Transferred at end of fiscal year
22	Abandoned Vehicle Abatement	\$ 9,997	\$ 5,279	\$ 4,718	52.8%	
24	Local Transportation Fund	\$ 749,313	\$ 447,209	\$ 302,104	59.7%	Street Project and Non-motorized not invoiced yet.
30	Asset Forfeiture	\$ -	\$ 3,043	\$ (3,043)	0.0%	Expenditures typically not budgeted for unit mid-year
62	Lift Station	\$ 70,253	\$ 18,906	\$ 51,347	26.9%	Contract Services and Equipment Repair currently under budget
68	Business License Surcharge	\$ 11,622	\$ 7,683	\$ 3,939	66.1%	
69	Power/Lighting Assessments	\$ 285,129	\$ 106,568	\$ 178,561	37.4%	Contract Services and Payroll under budget
71	Capital Repair & Replacement	\$ 99,555	\$ 81,003	\$ 18,552	81.4%	
72	COPS Grant	\$ 100,100	\$ -	\$ 100,100	0.0%	Transferred at end of fiscal year
73	Successor Agency (RDA)	\$ 477,060	\$ 252,126	\$ 224,934	52.9%	
74	Successor Housing (LMIHF)	\$ -	\$ -	\$ -	0.0%	
Total Special Revenue Fund Expenditures		\$ 3,783,838	\$ 966,381	\$ 2,817,457	25.5%	
Enterprise Funds						
60	WWTP/Sewer Fund	\$ 2,486,657	\$ 912,022	\$ 1,574,635	36.7%	Bond Prin Pmt not due yet, Sewer Line Constr not started yet.
63	Water Fund	\$ 1,458,839	\$ 768,608	\$ 690,231	52.7%	
Total Enterprise Fund Expenditures		\$ 3,945,496	\$ 1,680,629	\$ 2,264,867	42.6%	
Capital Projects						
16	Parks Facility Fee	\$ 11,000	\$ 7,869	\$ 3,131	71.5%	
40	Public Facility Fee	\$ 173,580	\$ 42,949	\$ 130,631	24.7%	Master plan development still underway
42	Storm Drain	\$ 89,500	\$ 21,786	\$ 67,714	24.3%	Storm Drain Study payment not due yet.
61	Sewer Capital	\$ 304,000	\$ 1,740	\$ 302,260	0.6%	Site Improvements & Contract Studies not completed
64	Water Capital	\$ 478,539	\$ 6,494	\$ 472,045	1.4%	Well, Tank, Booster design not completed yet
Total Capital Project Fund Expenditures		\$ 1,056,619	\$ 80,838	\$ 975,781	7.7%	
All City Grand Total		\$ 13,526,957	\$ 4,821,325	\$ 8,705,632	35.6%	

REVENUE ADJUSTMENTS

Fund	Account	Fund Desc.	Description	Increase/Decrease Amount	Total by Fund	Explanation
10	5610	General	AB939 - Reimbursement	\$ (9,000)		Goes away under new Waste Mgmt Agreement
10	5630	General	Motor Vehicle Tax	\$ 55,000		MVT higher than anticipated
10	5310	General	Building Permits	\$ 50,000		More Permits than anticipated
10	5840	General	State Mandated Cost Reimb	\$ 15,000	\$ 111,000	Already received 15k above budgtd amount

TOTAL REVENUE ADJUSTMENTS

\$ 111,000 \$ 111,000

EXPENSE ADJUSTMENTS

Fund	Department	Account	Description	Increase/Decrease Amount	Total by Fund	Explanation
10	01 - City Council	6200	CFD - Formation Services	\$ 21,000		NBS - Services involving formation of CFD
10	07 - Government Building	6665	Building Maintenance	\$ 1,000		Janitorial Services - Memorial Building
10	21 - Police	6530	Vehicle Maintenance	\$ 19,000		Repair costs of police vehicle
10	33 - Streets	6270	Weed Spraying	\$ 1,000		Increase in weed spraying activities
10	33 - Streets	7105	Equipment	\$ 2,500		Saw for cutting concrete.
10	45 - Recreation	6735	Rec - Youth Soccer	\$ 4,000	\$ 48,500.00	More youth soccer participants than anticipated
18	32 - Street Construction	7739	Hwy 33/Inyo Traffic Signalization Imp.	\$ 40,770	\$ 40,770.00	North Star Eng. Contract Amendment
40	06 - Planning	6200	Contract Services	\$ 39,500	\$ 39,500.00	Housing Element Update and Implementation
42	36 - Storm	6690	Travel/Meetings	\$ 500	\$ 500.00	QSP Training
60	00 - non-department	9200	Transfer Out	\$ 223,597		Transfer to Sewer Capital Account
60	50 - Sewer	6200	Contract Services	\$ 75,000		CWSRF
60	50 - Sewer	6200	Contract Services	\$ 102,000		CWSRF
60	50 - Sewer	6225	Equipment Repair	\$ 7,500		CNG maintenance
60	50 - Sewer	6530	Vehicle Maintenance	\$ 4,500		Repair of Polaris & Truck
60	50 - Sewer	7105	Equipment	\$ 37,500		SCADA project costs from prior year
60	50 - Sewer	9990	Depreciation	\$ (223,597)	\$ 226,500.00	Correct Depreciation to Transfer Out
61	55 - Sewer	7520	Site Improvement	\$ (75,000)	\$ (75,000.00)	CWSRF
63	56 - Water	6200	Contract Services	\$ 15,000		Well #6 Repair
63	56 - Water	6225	Equipment Repair	\$ 22,500		Incase additional well repair is needed, and CNG Maintenance
63	56 - Water	6530	Vehicle Maintenance	\$ 1,500		Front Cover for Gem
63	56 - Water	7105	Equipment	\$ 112,500		SCADA project costs from prior year
63	56 - Water	7505	Improvements	\$ 2,500	\$ 154,000.00	Water Office Improvements at Water Tower Location.
64	56 - Water	6201	Contract Services - Study	\$ 80,000		Urban Water Management Plan Study
64	56 - Water	7523	Building Improvements	\$ 120,000	\$ 200,000.00	Well #1R (\$30k), Well #6 (\$30k), M Street (\$60)
69	47 - LLD	6200	Contract Services	\$ 4,700		Sherman Parkway Striping
69	47 - LLD	7105	Equipment	\$ 5,000	\$ 9,700	Borba Booster Pump

TOTAL EXPENDITURE ADJUSTMENTS

\$ 644,470 \$ 644,470

CITY OF NEWMAN
MID-YEAR BUDGET REVIEW
2015-16

Exhibit E

FUND BALANCE ANALYSIS

	Unreserved Fund Balance @ 7/1/15 Per Original Budget	Unreserved Fund Balance @ 7/1/15 Per Audit	Change in Beginning Balance from Original Budget	Revenues less Expenditures Per Budget 15/16	Revenues less Expenditures Projected 15/16	Budget Adjustments Revenues	Budget Adjustments Expenses	Estimated Fund Balance @ 6/30/16 After Audit
10 General Fund	\$ 2,694,002	\$ 2,671,669	\$ (22,333)	\$ (429,745)	\$ (137,000)	\$ 111,000	\$ 48,500	\$ 2,534,669
15 Program Income Grant	\$ 1,241,877	\$ 1,247,016	\$ 5,139	\$ 2,400	\$ 2,400			\$ 1,249,416
16 Park Facility Fee	\$ 414,910	\$ 407,852	\$ (7,058)	\$ 64,309	\$ 72,000			\$ 479,852
17 State Grants	\$ (2,453)	\$ 51,589	\$ 54,042	\$ (49,553)	\$ (49,553)			\$ 2,036
18 Grants-Federal	\$ 230,669	\$ 271,631	\$ 40,962	\$ (99,700)	\$ (99,700)	\$	\$ 40,770	\$ 171,931
19 Grants-Housing	\$ 3,306,433	\$ 3,306,433	\$ -	\$ -	\$ -			\$ 3,306,433
20 County CDBG Consortium	\$ (11,747)	\$ (15,330)	\$ (3,583)	\$ (73)	\$ (73)			\$ (15,403)
21 Gas Tax	\$ 251,441	\$ 269,099	\$ 17,658	\$ (88,374)	\$ (98,471)			\$ 170,628
22 Abandoned Vehicle	\$ 21,151	\$ 24,960	\$ 3,809	\$ 1,103	\$ 1,000			\$ 25,960
24 Local Transportation Fund	\$ 727,870	\$ 877,610	\$ 149,740	\$ (65,732)	\$ (65,732)			\$ 811,878
25 Employee Home Loan Program	\$ 223,799	\$ 219,223	\$ (4,576)	\$ 2,855	\$ 2,855			\$ 222,078
26 Home Consortium	\$ 329,643	\$ 319,634	\$ (10,009)	\$ 60	\$ 60			\$ 319,694
30 Asset Forfeiture	\$ 74	\$ 4,792	\$ 4,718	\$ 40	\$ 40			\$ 4,832
40 Public Facility Improvements	\$ 4,049,824	\$ 4,127,817	\$ 77,993	\$ 53,243	\$ 26,000	\$	\$ 39,500	\$ 4,153,817
41 Supplemental Impact Fees	\$ 378,312	\$ 411,012	\$ 32,700	\$ 59,200	\$ 80,000			\$ 491,012
42 Storm Drain	\$ (654,029)	\$ (582,517)	\$ 71,512	\$ (48,832)	\$ (69,500)	\$	\$ 500	\$ (652,017)
60 Sewer Fund	\$ 2,602,000	\$ 2,083,314	\$ (518,686)	\$ 45,343	\$ 131,119	\$	\$ 226,500	\$ 2,214,433
61 Sewer Wastewater Capital	\$ 9,603,484	\$ 9,690,889	\$ 87,405	\$ -	\$ (48,000)	\$	\$ (75,000)	\$ 9,642,889
62 Lift Station Surcharge	\$ 482,920	\$ 497,497	\$ 14,577	\$ 21,747	\$ 43,000			\$ 540,497
63 Water Fund	\$ 842,897	\$ 714,712	\$ (128,185)	\$ (126,239)	\$ (40,000)	\$	\$ 154,000	\$ 674,712
64 Capital Water Fee	\$ 1,627,787	\$ 1,593,246	\$ (34,541)	\$ (415,201)	\$ (454,000)	\$	\$ 200,000	\$ 1,139,246
68 Business License Surcharge	\$ 6,771	\$ 7,658	\$ 887	\$ 498	\$ 1,300			\$ 8,958
69 Lighting/Landscape Assessment	\$ 113,030	\$ 137,962	\$ 24,932	\$ 25,162	\$ 84,000	\$	\$ 9,700	\$ 221,962
70 Contingency Fund	\$ 205,963	\$ 206,023	\$ 60	\$ 1,100	\$ 1,200			\$ 207,223
71 Capital Repair & Replacement	\$ 282,682	\$ 4,174	\$ (278,508)	\$ (7,755)	\$ (15,000)			\$ (10,826)
72 COPS Grant	\$ 137	\$ -	\$ (137)	\$ -	\$ -			\$ -
73 Successor Agency (RDA)	\$ 386,863	\$ 504,760	\$ 117,897	\$ 125,750	\$ -			\$ 504,760
74 Successor Housing (LMIHF)	\$ 782,000	\$ 782,090	\$ 90	\$ -	\$ -			\$ 782,090
Total All Funds	\$ 30,138,310	\$ 29,834,815	\$ (303,495)	\$ (928,394)	\$ (632,055)	\$ 111,000	\$ 644,470	\$ 29,202,760

Honorable Mayor and Members
of the Newman City Council

AWARD THE 2015 URBAN WATER MANAGEMENT PLAN PROJECT TO GOUVEIA ENGINEERING, INC., AND AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND ASSOCIATED DOCUMENTS

RECOMMENDATION:

It is recommended that the Newman City Council adopt Resolution No. 2016- , awarding the 2015 Urban Water Management Plan project to Gouveia Engineering, Inc. and authorize the City Manager to execute said agreement and associated documents.

BACKGROUND:

Urban Water Management Plan (UWMP) is prepared by California's urban water suppliers to support their long-term resource planning and to ensure adequate water supplies. Every urban water supplier including the City of Newman that either provides over 3,000 acre-feet of water annually or serves 3,000 or more connections is required to assess the reliability of its water sources over a 20-year planning horizon considering normal, dry and multiple dry years. This assessment is to be prepared and included in UWMP every 5 years. The Department of Water Resources (DWR) reviews the submitted plans to make sure that water suppliers have completed the requirements identified in the Urban Water Management Planning Act. The UWMP is also one of the requirements to be eligible for the future water grants through Proposition 1.

ANALYSIS:

RFP (Request For Proposals) was advertised for approximately two weeks and received proposals were opened on January 22, 2016 at 3:00pm. Four qualifying proposals were submitted for the project contract. City staff has reviewed the proposal and found it to be in proper order. The Evaluation Committee has evaluated the proposals in strict accordance with the evaluation criteria set forth in the RFP such as understanding of the project, qualifications of proposed staff, relevant projects, knowledge and experience of proposed staff with UWMP projects, and knowledge of local conditions. The most qualified firm for the project has been determined to be Gouveia Engineering, Inc. with a bid amount not to exceed \$19,985.40.

Proposal/Bid:

- Gouveia Engineering, Inc. (\$19,985.40) - (Top-ranked firm for the project)
- Kenney/Jenks Consultants (\$68,090.00)
- Stantec Consulting Services, Inc. (\$79,908.00)
- WJM Consulting and Engineering, Inc. (\$89,690.00)

The most qualified consultant, Gouveia Engineering, Inc. will follow the requirements detailed in DWR's final guidebook "2015 Urban Water Management Plans Guidebook for Urban Water Suppliers" in preparing the new 2015 UWMP for the City of Newman.

FISCAL IMPACT:

The UWMP project cost (\$19,985.40) is funded by the Water Fund and has sufficient funds to cover this agreement.

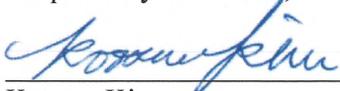
CONCLUSION:

The proposed 2015 UWMP project will support the City's long-term water resource planning and ensure adequate water supplies. Therefore, staff recommends City Council adopt Resolution No. 2016- , awarding the 2015 UWMP Project to Gouveia Engineering, Inc. and authorize the City Manager to execute said agreement and associated documents.

ATTACHMENTS:

1. Resolution No. 2016-
2. Scope of Works and Project Budget
3. Professional Service Agreement

Respectfully Submitted,



Koosun Kim
Director of Public Works

REVIEWED/CONCUR:



Michael E. Holland
City Manager

RESOLUTION NO. 2016-

AWARD THE 2015 URBAN WATER MANAGEMENT PLAN PROJECT TO GOUVEIA ENGINEERING, INC., AND AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND ASSOCIATED DOCUMENTS

WHEREAS, Urban Water Management Plan (UWMP) is prepared by California's urban water suppliers to support their long-term resource planning and to ensure adequate water supplies; and

WHEREAS, every urban water supplier including the City of Newman that either provides over 3,000 acre-feet of water annually or serves 3,000 or more connections is required to assess the reliability of its water sources over a 20 year planning horizon; and

WHEREAS, the Department of Water Resources (DWR) reviews the submitted plans to make sure water suppliers have completed the requirements identified in the Urban Water Management Planning Act; and

WHEREAS, the City has solicited RFP (Request for Proposals) and received the following:

- Gouveia Engineering, Inc. – Top-Ranked Firm
- Kenney/Jenks Consultants
- Stantec Consulting Services, Inc.
- WJM Consulting and Engineering, Inc.; and

WHEREAS, the Evaluation Committee has evaluated all proposals in strict accordance with the evaluation criteria set forth in the RFP such as understanding of the project, qualifications of proposed staff, relevant projects, knowledge and experience of proposed staff with UWMP projects, and knowledge of local conditions; and

WHEREAS, the project funding is being furnished under the Water Fund and has sufficient funds to cover said agreement; and

WHEREAS, the City Council of the City of Newman has determined it would be in the best interest of the City to enter into a contract with Gouveia Engineering, Inc.; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman hereby approves the agreement with Gouveia Engineering, Inc. in the amount not to exceed \$19,985.40, and authorizes the City Manager to execute said agreement and associated documents.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 9th day of February, 2016 by _____, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES:
NOES:
ABSENT:

APPROVED:

ATTEST:

Mayor of the City of Newman

City Clerk of the City of Newman

ATTACHMENT 2 - SCOPE OF WORK

GOUVEIA ENGINEERING, INC.

SCOPE OF WORK AND PROJECT UNDERSTANDING

EXHIBIT A

Section 3

SCOPE OF WORK AND PROJECT UNDERSTANDING

3.1 GENERAL UNDERSTANDING

The City of Newman, incorporated in 1908, covers approximately 2.1 square miles and is located in the Southwest area of Stanislaus County. The 2014 U.S. Census Bureau American Community Survey recorded a population of 10,748 for the City of Newman.

The City of Newman Water System obtains 100% of the water that it supplies from local groundwater aquifers. It currently operates three (3) active ground water production wells (Well 01R, Well 06, and Well 08) and one (1) standby ground water well (Well 05). The four (4) wells have a design capacity of approximate 5,900 gallons per minute (GPM). The City facilities also include one (1) storage tank with a total storage capacity of 100,000 gallons. From December 2014 through November 2015 (12 month period) the City pumped approximately 615,485,000 gallons. For the same 12 month period in 2012/13, the City pumped approximately 848,973,000. The 27.5 percent reduction in water production is the result of successful water conservation efforts. Water service is provided to the entire City and not to unincorporated areas of the county that bound the south and north City limits.

The City of Newman (City) met the Urban Water Supplier criteria contained in the Urban Water Management Planning Act (UWMP Act) requirements. Urban Water suppliers providing water to more than 3,000 customers or more than 3,000 acre-feet per year (AFY) must prepare, adopt and submit an UWMP to the Department of Water Resources (DWR). The UWMP must describe the adequacy and reliability of all water supplies for existing and future customers.

The goal of the UWMP is to assess current demands and supplies over the 20-year planning horizon and consider various drought scenarios to ensure adequate water supplies are available to meet existing and future demands. The UWMP Act also requires water shortage contingency planning and drought response actions be included in a UWMP.

The UWMP is required as a condition of application for various water system grant and loan funding opportunities. The City does not have a current UWMP on file with DWR. The deadline for the adoption of the 2010 UWMP has long passed. The deadline for the adoption of the 2015 UWMP is July 1, 2016. The new Draft Guidelines for the preparation of the 2015 UWMPs were released in November of 2015. The Final Guidelines are expected to be released in January 2016.

Gouveia Engineering has an excellent understanding of the City's water supply infrastructure and the challenges that the City's water supply faces. Gouveia Engineering's understanding has been developed over the years working with the City and other surrounding communities. The following summarizes our understanding of the important issues that need to be addressed in the UWMP:

3.1.1 Water Demands

From July 2014 through November 2015, the City's average water demand was 107 gallon per capita per day (gpcpd). Turlock's average per capita demand for the same period was 122 gpcpd and Modesto's 137 gpcpd. The average per capita demand appears to be low when compared to other cities in the

same region. The City's water conservation efforts are greatly responsible for the low per capital consumption.

According to DWR, the statewide average baseline water use is 198 gpcpd based on UWMPs from 342 retail water agencies. The baseline water use differs regionally across the state with generally lower water use along the coast and increasing water use in the inland valleys. The San Joaquin River Valley average water use is 239 gpcpd which is higher than the statewide average.

The Water Conservation Bill of 2009 (SB-7) requires a reduction of the statewide average per capita daily water consumption by 20 percent by December 31, 2020. The City's 2015 UWMP will need to provide the City's baseline water use, compliance water use, and water use targets for 2020. The current DWR methodologies for calculating baseline demand are being revised in the 2015 UWMP guidelines.

Confirmation of the baseline water use will be a key part of this UWMP as the City will not be able to modify its 2020 target once the 2015 UWMP is adopted. Gouveia Engineering will identify critical information needed to calculate and optimize the City's baseline water use and targets, as well as work with the City to identify the methods by which the City intends to meet its per capita water use targets.

3.1.2 Water Supply Reliability

The City of Newman currently relies solely on groundwater to meet customer potable water demands. The long-term sustainability of the San Joaquin River Basin aquifer is questionable. Groundwater levels have been decreasing as a consequence of a generalized regional overdraft. Despite efforts from regulatory agencies to regulate groundwater pumping from the San Joaquin basin, overdrafting is expected to continue in the near future due to the unprecedented drought and the lack of surface water supply.

Newman and the Central California Irrigation District ("CCID") jointly determined that, as of August 1992, the groundwater inflow into the Newman urban area could be increased from 2,500 AFA, as existed at the time, to at least 5,000 to 7,500 AFA with no adverse migration of poor quality groundwater into an expanded urban area.

The quality of the groundwater currently supplied by the City's wells is generally good. Higher concentrations of chromium are found in the water produced by some of the City's groundwater wells. Treatment would significantly increase the cost to supply potable water. It is not likely that the groundwater in the Newman area will improve over time, and more treatment, lower potable water limits or health risks can occur.

The City of Newman has been coordinating with the Central California Irrigation District (CCID) on the Orestimba Creek Project (OCP) for the last 15-20 years. This is a multi-benefit project to capture stormwater runoff from the creek and recharge the groundwater basin. Projects like the OCP must be included in the City's water supply reliability evaluation.

In addition, the City's 2015 UWMP should include input from Central California Irrigation District and other members of the Westside-San Joaquin IRWMP evaluating the feasibility of using surface water to augment groundwater supplies. If feasible, the City's water supply would include a combination of groundwater and surface water. Surface water will be used more predominantly during wet years when there are excess surface water supplies. Groundwater will be used more predominantly during dry years. The reduced pumping during wet years will reduce overdrafting and allow the aquifer to recover.

The 2015 UWMP will also discuss (1) potential future water supplies considered by the City to be viable (e.g., recycled water) (2) potential effects of water quality on management strategies, and (3) supply reliability during a drought.

The 2015 UWMP will include information regarding the local groundwater basin including information regarding the hydrogeologic conditions and groundwater recharge and use. Such groundwater information is required by the UWMP Act for agencies that will or may rely on groundwater supply.

3.1.3 Water Conservation and Water Shortage Contingency Planning

The water conservation reporting elements of the UWMP will be changed significantly for the 2015 UWMPs. Gouveia Engineering will work with City staff to incorporate appropriate water conservation information into the 2015 UWMP based on the 2015 UWMP Guidebook.

Given the recent and severe drought and the State Water Resources Control Board's emergency drought regulations, Water Shortage Contingency Plans (WSCPs) are under increased scrutiny. The City does not currently have a WSCP and must adopt a water conservation ordinance to be included in the 2015 UWMP. The WSCP must comply with the requirements of California Water Code §10632, and include elements such as an implementation plan that will support the City in enacting the various water conservation measures and strategies during dry years.

3.2 APPROACH

Gouveia Engineering's will leverage its expertise preparing UWMPs and its knowledge of the regional stakeholders to expedite the completion of the City's UWMP. The following Scope of Work includes the City's proposed Tasks and some additional work that Gouveia Engineering recommends be included in the scope of work.

Task 1 – Kick-off Meeting/Preliminary Work

- 1-1 Review the City's 2015 UWMP requirements
- 1-2 Kick-off Meeting: Attend a joint meeting with City staff to review the scope of services, develop a detailed work plan and schedule, identify initial data needed to begin work and methods to obtain data, preparation of public notifications and establish schedule for weekly or bi-weekly check-in meetings (in person or by phone) for the first three months.

Task 2 – Information and Data Collection

Gouveia Engineering will provide the City with a preliminary list of information needs along with the preferred format. Gouveia Engineering will identify any key information or data gaps and work with Public Works staff to determine the best way to fill the gaps. Gouveia Engineering will review the relevant information and summarize it for inclusion in the 2015 UWMP, as appropriate.

Gouveia Engineering will also work with City's Planning staff to ensure coordination between the 2015 UWMP and the City's General Plan. Gouveia Engineering will work with the City to determine the water demand projections based on growth assumptions.

Information and data collected will be utilized to Update Water Demand Projections for a 20-year period through 2035. As water demand projections are a core element of an UWMP, collecting data for this task will be the initial priority. Necessary data for this task includes:

- 2-1 Demographic data (e.g., population, housing unit and employment projections, etc.) from General Plans for the adjacent cities and the 2014 U.S. Census, etc.
- 2-2 Historical and current water production data and consumption data by user class (single-family residential, multifamily residential, commercial, institutional, dedicated irrigation, fire and other). Trends in water use reduction at the City should be analyzed and factored into the demand projection update.
- 2-3 Data to estimate impacts of the current and future CALGreen Codes and the City's Water Use Efficiency Standards, as well as the impact of on-going behavioral modification/social forming programs.
- 2-4 Historical and current water savings estimates from on-going City conservation programs.
- 2-5 Economic information including historical, current and projected rates in regards to elasticity impacts.
- 2-6 Recycled water opportunities within the City that could offset the potable water demands.

Task 3 – Water Demand Projection and Water Supply Availability

- 3-1 This Task will include a description of the urban water system demands, including calculating the City's baseline (base daily per capita daily) water use and interim and urban water use targets. The system demands will quantify the water system demand by category and will project them over the planning horizon of the UWMP in five-year increments from 2015 through 2045.
- 3-2 This task will include a description of the sources of water available to the City. It will include a description of each water source, source limitations, and water quality. It will also include a discussion about surface water, recycled water, desalinated water, and stormwater. It will also include information about planned future water supply projects.

Task 4 – Water Supply Reliability and Water Shortage Contingency Planning

This Task will provide a comparison of projected water supplies and demands and will assess the overall reliability of future supplies regardless of drought or emergency conditions. This Task will also provide a discussion about how the water sources can vary as a result of emergency or other external influences such as system or other limitations, as well as the water supplier's planned response.

This Task will include the preparation of a drought contingency plan—the water supplier's response and planning for changes or shortages in water supplies.

Task 5 – Demand Management Measures

This Task will provide a description of Demand Management Measures (DMMs). DMMs are mechanisms a water supplier implements to increase water conservation. The UWMP will include a description for each DMM listed in the legislation

The goal of this Task is to provide a comprehensive description of the water conservation programs that are currently implemented and those planned to be implemented. The section should additionally provide general information on the measures the supplier plans to implement to meet its urban water use target.

Task 6 – City Council Presentation

In conjunction with City staff, present the draft water demand projections, water availability findings and water supply reliability, water shortage contingency planning documents, and proposed demand management measures to the City Council and the public at a City Council meeting. Based on the input received, make any necessary adjustments and finalize the corresponding chapters of the 2015 UWMP.

Task 7 – First Draft Report

Working with City staff and using information supplied by the City’s Engineer, draft the Chapters of the 2015 UWMP related to water supply reliability and water shortage contingency planning. In conjunction with staff, present this information to the City Council and the public. Make any necessary adjustments/revisions and finalize these chapters.

Task 8 – Second Draft Report

Identify any remaining data needs and draft the remaining required chapters of the 2015 UWMP and the supporting sections of the plan (e.g., Table of Contents, List of Tables & Figures, Acronyms & Abbreviations, References, Appendices, etc.), as well as the optional section on climate change impacts to supply, and the checklist developed by DWR to assist them with their review. (Note: City staff may take remaining the chapters to the Council for feedback as they are developed. However, it is not anticipated that Consultant will need to attend.)

Send electronic copies of the draft plan (or notify of plan’s availability on-line) to other public agencies designated by City staff prior to public hearing. Consultant must inform City staff of all requirements, time frames, and costs for obtaining permits from the required regulatory agencies (if any). Present a draft of the complete 2015 UWMP to the City Council and the public for review in April 2016. Make final revisions to the plan.

Task 9 – Final Report and Final Presentation

In conjunction with City staff, present the final draft to the Council and the public at a public hearing in late April or early May 2016. After the public hearing the City Council will consider final adoption of this plan.

Task 10 – Submittal

Following adoption of the 2015 UWMP, Gouveia Engineering will deliver five (5) bound copies and five electronic copies on CD of the Final 2015 UWMP. Also, within 30 days of City Council adoption, Gouveia Engineering will forward the Final 2015 UWMP on the City’s behalf to DWR, through WUEdata, an electronic tool develop by DWR for the 2015 UWMP submittals.

Task 11 – Address DWR Comments – Additional Services Not Requested in RFP

After the UWMP has been submitted, DWR will review the plan and make a determination as to whether or not the UWMP addresses the requirements of the CWC. The DWR reviewer will contact the water supplier as needed during the review process. Upon completion of the Plan review, DWR will issue a letter to the agency with the results of the review.

Gouveia Engineering will work with DWR staff to address any DWR staff comments. Any changes introduced by DWR staff will be incorporated into the Final 2015 UWMP and copies will be resubmitted to the City.

Gouveia Engineering will address DWR’s questions and concerns on the 2015 UWMP at no additional cost to the City. We are confident our final report will be accurate and clear so review comments are minimal.

3.3 PRELIMINARY SCHEDULE

We have prepared the following preliminary schedule to complete the 2015 UWMP. In the preparation of the preliminary schedule we assumed a final delivery date of the 2015 UWMP to DWR of June 30, 2016. We have allowed two week for City staff to review each of the documents submitted. We assumed the Council presentation to take place on the second meeting in April.

Gouveia Engineering is committed to meet this aggressive schedule and we will be able to accommodate the City’s needs should it need to be revised.

Task	Estimated Completion Date					
	Feb	Mar	April	May	June	July
Kick-off Meeting/Preliminary Work	Feb 19					
Information and Data Collection		Mar 18				
Water Demand Projection and Water supply Availability			Apr 19			
Demand Management Measures			Apr 19			
Presentation			Apr 26			
First Draft Report				May 23		
Second Draft Report				Jun 13		
Final Report					Jun 27	
Submittal					Jun 30	
Address DWR Comments						TBD

ATTACHMENT 2 - PROJECT BUDGET

CITY OF NEWMAN
2015 URBAN WATER MANAGEMENT PLAN
FEE PROPOSAL
EXHIBIT A

	Project Manager	Principal Engineer	Clerical	Total Hours	Labor Cost	Indirect Costs	Total Cost
Task 1 - Kick off meeting/Preliminary Work	2	4		6	\$810.00		
Task 2 - Information and Data Collection	4	12	16	32	\$3,040.00	\$243.20	\$3,283.20
Task 3 - Water Demand Projection and Water Supply Availability	2	12	4	18	\$2,110.00	\$168.80	\$2,278.80
Task 4 - Water Supply Reliability and Water Shortage Contingency Planning	2	16	4	22	\$2,650.00	\$212.00	\$2,862.00
Task 5 - Demand Management Measures	2	16	2	20	\$2,540.00	\$203.20	\$2,743.20
Task 6 - City Council Presentation	2	8	2	12	\$1,460.00	\$116.80	\$1,576.80
Task 7 - First Draft Report	2	16	2	20	\$2,540.00	\$203.20	\$2,743.20
Task 8 - Second Draft Report	2	12	3	17	\$2,055.00	\$164.40	\$2,219.40
Task 9 - Final Report and Final Presentation	2	8	2	12	\$1,460.00	\$116.80	\$1,576.80
Task 10 - Submittal	2	2	2	6	\$650.00	\$52.00	\$702.00
Subtotal Basic Services	22	106	37	165	\$19,315.00	\$1,480.40	\$19,985.40
Task 11 - Address DWR Comments	-	-	-	No additional cost			
Subtotal Additional Services	-	-	-	-	-	-	-
Total	22	106	37	165	\$19,315.00	\$1,480.40	\$19,985.40

Project Manager \$ 135.00 /hour
Principal Engineer \$ 135.00 /hour
Clerical \$ 55.00 /hour

Note: This fee proposal is valid for 120 days from submittal date



AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

WHEREAS, in accordance with California Government Code §37103, CITY has a need for the city engineering services for the "Project"; and

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

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

1. **SCOPE OF WORK:** CONSULTANT shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as **EXHIBIT A: THE CITY OF NEWMAN 2015 URBAN WATER MANAGEMENT PLAN (UWMP) PROJECT-SCOPE OF WORK/PROJECT BUDGET**. CONSULTANT shall provide Services that are acceptable to CITY.
2. **PERSONNEL AND EQUIPMENT:** CONSULTANT shall provide all personnel needed to accomplish the Services hereunder. CONSULTANT shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONSULTANT shall reasonably require to accomplish said Services.
3. **SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.
4. **COMPENSATION:** CITY agrees to pay CONSULTANT in accordance with **EXHIBIT A** on a time-and-expense basis for performing all Services and furnishing all staffing and materials called for in **EXHIBIT A** and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed **\$19,985.40**. CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:
 - (a) **Invoices:** CONSULTANT shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.
 - (b) **Payment:**

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

5. TERM OF AGREEMENT: This Agreement shall become effective upon execution and will continue in effect for two (2) years, or until the services provided herein have been completed, unless sooner terminated as provided in Paragraph 12. The term may be extended for an additional two (2) additional years upon mutual agreement between CONSULTANT and CITY.

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

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

- (a) Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be

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

- (b) General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- (c) Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- (d) Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.
- (e) Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:
 - (1) The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
 - (2) This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
 - (3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 - (4) The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

9. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONSULTANT, its agents, officers, and employees and all others acting on behalf of CONSULTANT relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONSULTANT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONSULTANT has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONSULTANT. It is understood by both CONSULTANT and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONSULTANT, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

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

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

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

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

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

11. TERMINATION OF STATED EVENT:

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

by CITY for Default of CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

32. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE: CONSULTANT shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 et seq.; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 et seq.

33. SUBCONSULTANTS: No subconsultant shall be awarded or an outside consultant engaged by CONSULTANT unless prior written approval is obtained from CITY.

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

CITY OF NEWMAN:

MICHAEL E. HOLLAND, CITY MANAGER

ATTEST:

MIKE MAIER, CITY CLERK

CONSULTANT:

BY: _____

TITLE: _____

PRINT NAME: _____

ADDRESS: _____

BUSINESS LICENSE #: _____

TELEPHONE #: _____



AGENDA
NEWMAN PLANNING COMMISSION
REGULAR MEETING OF FEBRUARY 18, 2016
CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET

FEBRUARY 18, 2016 MEETING CANCELLED