

CITY OF NEWMAN SIGN-IN SHEET
(Voluntary)

City Council
 Planning Commission
 Other

Date 01-13-09

NAME	ADDRESS	PHONE
Tom + Barbara Powell		862-3581
David + Rachel Hicks		454-0566
Marge Carwacho		862-3776
Winona Gourley		862-2582
Connie Andersen		862-2030
Rodrick Gourley		862-2582
Celste Mason		862-1285
Ellen Meier		862-3931
Mary Moore		862-3822
Bernard Pappas		862-2787
Debbie Squire		862-0474
Kim Seakins		862-0474
Janet + Jessica Snijers		862-1995
Angie Snowdon		
Mary Gonzalez		
Dawn Schneider		862-1809
Crescencia Snawer		862-0608
Bob + June Kessinger		
Helen Combs		862-3789
Marge Hirsley		854-2016

AGENDA
NEWMAN RECREATIONAL OPPORTUNITIES
SPECIAL MEETING JANUARY 13, 2009
CITY COUNCIL CHAMBERS, 6:30 P.M., 1200 MAIN STREET

1. **Call To Order.**
2. **Roll Call.**
3. **Declaration Of Conflicts Of Interest.**
4. **Items from the Public - Non-Agenda Items.**
5. **Regular Business**
 - a. **Overview Of Nonprofit Status.**
 - b. **Overview Of Projects.**
6. **Adjournment.**

AGENDA
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
REGULAR MEETING JANUARY 13, 2009
CITY COUNCIL CHAMBERS, 7:00 P.M., 1200 MAIN STREET

1. **Call To Order.**
2. **Pledge Of Allegiance.**
3. **Invocation.**
4. **Roll Call.**
5. **Declaration Of Conflicts Of Interest.**
6. **Ceremonial Matters.**
7. **Items from the Public - Non-Agenda Items.**
8. **Consent Calendar**
 - a. Waive All Readings Of Ordinances And Resolutions Except By Title.
 - b. Approval Of Warrants.
 - c. Approval Of Minutes Of The January 6, 2009 Special Meeting.
9. **Public Hearings**
10. **Regular Business**
 - a. Report On Newman Woman's Club Request.
 - b. Adopt Resolution No. 2009- , A Resolution Adopting New Water Deposit And Fees.
 - c. Accept Proposal For Services From Boyle Engineering Corporation To Update Improvement Standards And Specifications.
 - d. Award Bid For The Purchase Of A Used Loader Backhoe.
 - e. Provide Direction For Future Emergency Dispatch/911 Service.
 - f. Adopt Resolution No. 2009- , A Resolution Adopting Fees And Fines For Animal Control Services.
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

January 12 - NCLUSD Board Meeting - 7:15 P.M.

January 13 - City Council - 7:00 P.M.

January 16 - Planning Commission - 7:00 P.M.

January 19 - Martin Luther King Jr. Day

January 21 - Mayors Meeting - 6:00 P.M. - Waterford

January 21 To 23 League Of California Cities New Mayors And Council Academy

January 27 - City Council - 7:00 P.M.

January 29 - League Of California Cities New Elected Officials Orientation - 6:30 P.M. - Turlock

February 2- NCLUSD Board Meeting - 7:15 P.M.

February 9 - Baseball Board Meeting - 6:00 p.m.

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

February 12 - Recreation Commission - 7:00 p.m.

February 16 - President's Day

February 18- Mayors Meeting - 6:00 P.M. - Newman

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

February 24 - City Council - 7:00 P.M.

**NEWMAN PLANNING COMMISSION
REGULAR MEETING
JANUARY 15, 2009
CITY COUNCIL CHAMBERS
1200 MAIN STREET
7:00 P.M.**

JANUARY 15, 2009 MEETING CANCELLED

**NEWMAN PLANNING COMMISSION
REGULAR MEETING
JANUARY 15, 2009
CITY COUNCIL CHAMBERS
1200 MAIN STREET
7:00 P.M.**

JANUARY 15, 2009 MEETING CANCELLED

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JANUARY 15, 2009
CITY COUNCIL CHAMBERS
1200 MAIN STREET
7:00 P.M.**

JANUARY 15, 2009 MEETING CANCELLED

Date.: Jan 9, 2009
Time.: 12:16 pm
Run by: EMILY M. FARIA

CITY OF NEWMAN
CASH DISBURSEMENTS REPORT

Page.: 1
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Group: PYCPDP

Ck #	Check Date	CK Amount	Vendor Name	Description
035170	01/01/09	111600.00	US BANK	HSA DEDUCTIBLE/2009
035171	01/05/09	709.82	BUSINESS CARD	SUPPLIES/GAVEL/MEALS/CAR RENTAL/DUES/AIRLINE FLIGH
035172	01/08/09	272.16	HILTON ORANGE COUNTY	LODGING/SLI TRAINING/RICHARDSON
035173	01/08/09	75.00	MODESTO CITY SCHOOLS/PLANNING	PLANG COMMISSIONER'S WORKSHOP/ALLAN/APPLEGATE/WALL
035174	01/08/09	200.00	RANDY RICHARDSON (NT)	PER DIEM/SLI 1/11/09-1/14/09/RICHARDSON
035175	01/09/09	894.47	ABBOTT & KINDERMANN, LLP	SHERMAN RANCH PROFESSIONAL SERV THRU 12/20/08
035176	01/09/09	95.81	AIRGAS NCN	INDUSTRIAL OXYGEN/ACETYLEN/WWTP
035177	01/09/09	10899.00	ANTHEM BLUE CROSS	HEALTH INSURANCE PREMIUM/FEB 2009
035178	01/09/09	143.96	AT&T	EMERGENCY DISPATCH LINE 12/7/08 TO 1/6/09
035179	01/09/09	560.01	AT&T/MCI	TELEPHONE SERVICE 12/1/08 TO 12/31/08
035180	01/09/09	27.86	AT&T LONG DISTANCE	LONG DISTANCE CHARGES/NOV 2008
035181	01/09/09	359.22	AT&T	T1 LINE AT PD/
035182	01/09/09	506.66	BASIC CHEMICAL SOL./INC.	185 GALLONS SODIUM HYPOCHLORITE/WELLS
035183	01/09/09	48905.56	BERTOLOTTI DISPOSAL	GARBAGE SERVICE/DEC 2008
035184	01/09/09	2041.85	BERTOLOTTI DISPOSAL	LANDFILL FEES.DEC 2008
035185	01/09/09	85.05	BOYLE ENGINEERING CORPORATION	2008 STREET REPAIRS ADDITIONAL SERVICES
035185	01/09/09	735.55	BOYLE ENGINEERING CORPORATION	GENERAL PLANNING SERVICES/DEC 2008
035186	01/09/09	3500.00	BUSH,ACKLEY,MILICH,HALLIN	LEGAL RETAINER FEES/DEC 08/JAN 09/HALLINAN
035187	01/09/09	225.00	NICK CANDEA	PER DIEM/NEW MAYORS & COUNCIL MEMBERS ACADEMY/CAND
035188	01/09/09	100.00	JEFF CARTER	PARKING LOT RENT/JAN 2009
035189	01/09/09	18.00	CATHOLIC DAUGHTERS	2009-2010 COMMUNITY CALENDAR LISTINGS
035190	01/09/09	234.00	CBA (ADMIN FEES)	DENTAL-VISION ADMIN FEES/JAN 2009
035191	01/09/09	1091.63	CENTRAL CALIFORNIA	CLEAN OUT MILLER DITCH PMA #17/06-2007
035192	01/09/09	71.71	CHEVRON	GASOLINE PURCHASES FOR DEC 2008

Date.: Jan 9, 2009
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Ck #	Check Date	CK Amount	Vendor Name	Description
035194	01/09/09	1267.50	CONCINNITY, INC	MONTHLY IT SERVICES/JAN 2009
035195	01/09/09	778.38	CORBIN WILLITS SYS, INC.	SERVICE AND ENHANCEMENT FEES/JAN 2009
035196	01/09/09	33124.00	CSJVRMA	3RD QUARTER LIABILITY/WORKERS COMP/BUSINESS TRAVEL
035197	01/09/09	1565.00	DAVE PIRES	BACKFLOW TESTING/BACKFLOW REPAIRS
035198	01/09/09	225.00	ROBERTA DAVIS	PER DIEM/NEW MAYORS & COUNCIL MEMBERS ACADEMY/DAVI
035199	01/09/09	288.94	DIVERSIFIED RISK/HUB INTERNATI	LIABILITY INSURANCE PREMIUM/DEC 2008
035200	01/09/09	799.50	E&M ELECTRIC, INC.	TAIL WATER PUMP/BACKUP LIGHTS/REPAIRED TREE OUTLET
035201	01/09/09	4790.00	ENVIRO SIGNS, LTD	PO #09-42
035202	01/09/09	840.00	ENVIRONMENTAL TECHNIQUES INT	15 PRO OXIDIZER/WWTP
035202	01/09/09	915.00	ENVIRONMENTAL TECHNIQUES INT	15 PRO OXIDIZER/WWTP
035203	01/09/09	25.00	FLEX ONE/AFLAC	ADMIN FEES/URM/DEC 2008
035204	01/09/09	47.09	GARTON TRACTOR	DRAW BAR FOR TRACTOR/WWTP
035204	01/09/09	4866.85	GARTON TRACTOR	PO #09-47
035205	01/09/09	336.30	GCS ENVIRONMENTAL EQUIPMENT SE 2	GUTTER BROOM/STREET SWEEPER
035206	01/09/09	200.00	CELIA GONZALEZ	REFUND MEMORIAL BLDG DEPOSIT/C. GONZALEZ
035207	01/09/09	585.77	HEWLETT-PACKARD FINANCIAL SERV	HARDWARE LEASE/1/18/09 TO 2/17/09/PD
035208	01/09/09	313.68	HOGUE, FENTON, JONES & APPEL, I	EMPLOYMENT ADVICE & COUNSEL/NOV 2008
035209	01/09/09	318.90	IKON OFFICE SOLUTIONS	COPIER LEASE/CITY HALL 12/10/08 TO 1/09/09
035209	01/09/09	325.36	IKON OFFICE SOLUTIONS	COPIER LEASE/PD 12/25/08 TO 1/24/09
035210	01/09/09	300.96	IDEXX LABORATORIES, INC.	2 GAMMA IRRAD COLILERT/2 BOXES VESSELS/WATER DEPT
035211	01/09/09	1458.45	INFOSEND, INC	UTILITY BILL & LATE NOTICE MAILINGS/DEC 2008
035212	01/09/09	6276.00	JOE'S LANDSCAPING &	CLEAN-UP SERV/1961 PATRICK/437 RED LION/783 HAGERM
035213	01/09/09	368.63	JORGENSEN & COMPANY	REPAIRS/ANNUAL FIRE EXTINGUISHER SERVICE/FD
035213	01/09/09	417.67	JORGENSEN & COMPANY	FIRE EXTINGUISHER ANNUAL EXAM/REPAIRS/PD
035214	01/09/09	1500.00	JOSHUA HOLSAPPLE'S	200 TONS GYPSUM SPREAD/WWTP

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Ck #	Check Date	CK Amount	Vendor Name	Description
035215	01/09/09	151.82	J.P. COOKE COMPANY	1000 STAINLESS STEEL DOG LICENSE TAGS
035216	01/09/09	1246.00	KAISER PERMANENTE	HEALTH INSURANCE PREMIUM/JAN/FEB 2009
035217	01/09/09	225.00	ED KATEN (NT)	PER DIEM/NEW MAYORS & COUNCIL ACADEMY/KATEN
035218	01/09/09	8700.00	KLEINFELDER, INC.	GEOTECHNICAL SERVICES/DOWNTOWN PLAZA THRU 11/30/08
035219	01/09/09	12740.34	LAWRENCE BACKHOW SERVICE	PROGRESS PAYMENT #1/SEWER LINE REPLACEMENT
035220	01/09/09	4012.35	LC ACTION POLICE SUPPLY	EXTREME LEVEL VESTS/D. HUTCHINS/J. HUTCHINS/RICHAR
035221	01/09/09	525.00	LEAGUE OF CALIF CITIES	REGISTRATION/NEW MAYORS & COUNCIL ACADEMY/CANDEA
035222	01/09/09	122.16	MALLARD EXPRESS AUTO	OIL CHANGE/TRANSMISSION SERVICE/FIRE DEPT
035222	01/09/09	1752.16	MALLARD EXPRESS AUTO	OIL CHANGES/BATTERY/BEARINGS/SPARK PLUGS/FUEL PUMP
035223	01/09/09	2180.09	NBS	ADMIN FEES/LMD 1/1/09 TO 3/31/09
035224	01/09/09	34.95	CRYSTAL GARCIA	SMOG CHECK/1993 FORD PICKUP
035224	01/09/09	34.95	CRYSTAL GARCIA	SMOG CHECK 1997 CHEV PICKUP
035224	01/09/09	34.95	CRYSTAL GARCIA	SMOG CHECK 1979 FORD
035224	01/09/09	34.95	CRYSTAL GARCIA	SMOG CHECK 2000 CHEVY PICKUP
035224	01/09/09	34.95	CRYSTAL GARCIA	SMOG CHECK 1992 FORD PICKUP
035225	01/09/09	45987.22	NTDSTICHLER ARCHITECTURE	PROFESSIONAL SERV/NOV 08/AQUATICS CENTER
035226	01/09/09	12.00	NUNES AUTO CARE	TIRE REPAIR/CHECY TAHOE
035227	01/09/09	1329.00	OPERATING ENGINEERS/	HEALTH INSURANCE PREMIUM/FEB 2009
035228	01/09/09	70.01	PACIFIC WATER RESOURCES	CASING GASKET
035228	01/09/09	166.31	PACIFIC WATER RESOURCES	2 ELECTRODES/2 ELECTRODE HOUSING RETROFIT ASSEMBLY
035229	01/09/09	660.00	CITY OF PATTERSON	VIDEO REIMBURSEMENT/DEC 2008
035230	01/09/09	200.00	DAVID PERRY	REFUND MEMORIAL BUILDING DEPOSIT/PERRY
035231	01/09/09	36134.36	P G & E	GAS AND ELECTRIC USAGE 11/1/08 TO 12/16/08
035232	01/09/09	200.00	ALFONSO PINONES	REFUND MEMORIAL BUILDING DEPOSIT/PINONES
035233	01/09/09	18.74	PIONEER DRUG	CUPS/BINDER/VHS TAPE

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035234	01/09/09	213.95	PROFORCE LAW ENFORCEMENT	2 TASER BATTERIES/6 TASER CARTRIDGES/DP
035235	01/09/09	569.80	QUALITY CONTROL INSPECTION, IN	SPOT SOIL DENSITY SAMPLING/MOISTURE/TRAVEL TIME
035236	01/09/09	195.00	R&S ERECTION TRI COUNTY	REPAIRS TO ELECTRIC GATE/PD
035237	01/09/09	14.98	R-SAFE SPECIALTY	HARD HAT/SAFETY GLASSES
035238	01/09/09	62.68	RICHARD & CHAMBERS	CALENDARS/RECEIPT PAPER/COUNTERFIET PEN/ENVELOPES
035239	01/09/09	250.00	RANDY RICHARDSON (NT)	PER DIEM/CRITICAL INCIDENT RESPONSE TRNG/RICHARDSO
035240	01/09/09	517.63	SAFE-T-LITE	YELLOW PAVEMENT MARKER/EPOXY KIT/STREETS
035241	01/09/09	1121.00	SELF HELP ENTERPRISES	ADMIN FEES/LOAN SERVICING/NOV 2008
035242	01/09/09	770.47	SHARPENING SHOP	FILTER/IGNITION MODULE/FUEL LINE/BACKPACK BLOWER
035243	01/09/09	151.94	SIERRA DISPLAY, INC.	REPLACEMENT OF LIGHT BULBS/2008 HOLIDAY SEASON
035244	01/09/09	4146.46	SPORTS SUPPLY GROUP	YOUTH BASKETBALL UNIFORMS/ADULT BASKETBALL UNIFORM
035245	01/09/09	306.00	STATE OF CALIFORNIA	FINGERPRINTS/CHILD ABUSE/RECORD REVIEW/PD
035245	01/09/09	35.00	STATE OF CALIFORNIA	HAIR AND SKIN ANALYSES
035246	01/09/09	40201.00	STANISLAUS COUNTY	EMERGENCY DISPATCH/OCT-DEC 2008
035247	01/09/09	556.36	STAPLES CREDIT PLAN	HOLIDAY CARDS/PAPER/HP INK/TYPEWRITER RIBBON
035248	01/09/09	155.73	TRAVIS BORRELLI	PORTABLE RESTROOM RENTAL/SERVICE
035249	01/09/09	12.22	T.H.E. OFFICE CITY	TEXAS CALCULATOR/WATER DEPT
035249	01/09/09	11.21	T.H.E. OFFICE CITY	SHEARS AND SCISSORS
035250	01/09/09	165.00	BARBARA J. TOSTA	YOUNG AT HEART INSTRUCTOR/DEC 2008
035251	01/09/09	100.50	UNDERGRND SERV ALERT, INC	67 BILLABLE UNDERGROUND MESSAGES/11/30/08
035252	01/09/09	1969.71	UNITED RENTALS, INC	40FT BOOM TRUCK RENTAL/11/24/08 TO 12/04/08
035253	01/09/09	625.74	UNIFIRST CORPORATION	UNIFORM CLEANING/MAT RENTAL/TOWELS/DEC 2008
035254	01/09/09	431.71	USA BLUEBOOK	SOLBERG ELEMENT FILTER PAPER/CLAMP/SUCTION HOSE
035255	01/09/09	50.00	GEORGE VARGAS	VEH OPERATION FIRE/JAN 2009
035256	01/09/09	471.00	YANCEY LUMBER COMPANY	MOP/PAINT/MARKING PAINT/CONCRETE/LEVERSET/PADLOCKS

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Ck #	Check Date	CK Amount	Vendor Name	Description
035257	01/09/09	57.81	GARCIA, JOSE	MQ CUSTOMER REFUND FOR GAR0097
035258	01/09/09	9.97	TAYLOR, ROBERT & JENNIFER	MQ CUSTOMER REFUND FOR TAY0006
Sub-Total:		----- 415116.48		
Grn-Total:		----- 415116.48		
Count: 102				

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **10.a.**
City Council Meeting
of January 13, 2009

REPORT ON NEWMAN WOMAN'S CLUB REQUEST

RECOMMENDATION:

Staff recommends that Council determine an appropriate rental fee (if any) for Newman's Woman's Club use of the Louis J. Newman building.

BACKGROUND:

As the City received the annual calendar request from the Newman's Woman's Club, it was discovered that the club was currently using the building free of charge. In an effort to recover the cost of providing utilities and services, staff notified the club that an \$8.00 per hour fee will be charge beginning on January 1, 2009. In December, staff met with members of the club to discuss the letter.

During the meeting, members of the Club presented information they believe supports their contention that the City agreed to allow use of the building. Unfortunately, staff can not find any official record of a Council action granting free use to the Club.

ANALYSIS:

Upon reviewing City Council minutes, staff was unable to locate an official Council action with respect to 'free use' of the Louie J. Newman building. Upon reviewing the cost of providing utilities and services to the building, staff indicated that \$8.00 an hour was a fair and reasonable rate for this local non-profit organization.

FISCAL IMPACT:

Undetermined.

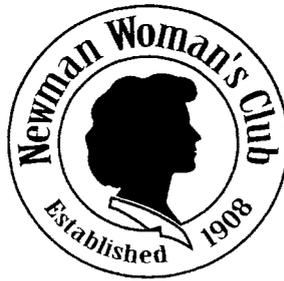
CONCLUSION:

During these economic times, it is important for the City to try and recover all costs associated with providing non-essential services. Since staff has been unable to locate an official city action with respect to 'free use' of the Louie J. Newman building, staff respectfully requests Council determination.

Respectfully submitted,



Michael Holland
City Manager



Newman Woman's Club

P. O. Box 464
Newman, CA 95360

December 29, 2008

Michael Holden, City Manager
City of Newman
P. O. Box 767
Newman, California 95360-0787

RE: Rental request by the City of Newman

Dear Mr. Holden:

Based on the City of Newman's letter of December 10, 2008, requiring the Newman Woman's Club to begin paying a rental fee of \$8.00 per hour (\$24.00 per meeting) for use of the L. J. Newman Building for their monthly meeting, and based on the meeting of four Woman's Club members and you on December 23, 2008, the Newman Woman's Club requests a meeting with the Newman City Council on January 13, 2009.

Prior to the \$10,000.00 donation made by the Newman Woman's Club to the City of Newman for the enlargement of the building's kitchen, the Newman Woman's Club requested on December 3, 1982, that the Club receive one free meeting per month for the donation. On September 12, 1983, a note from Mayor Carlson was read at a club meeting stating, on behalf of the City, the building would be rent free to the Club. Thank you for distributing copies to the Mayor and City Council members the club's minutes, dealing with the L. J. Newman Building, club years 1974 - 1983, including the original minutes dated September 12, 1983, where the note from Mayor Janet Carlson thanked the club for the \$10,000.00 donation and offered the use of the building rent free to the club, also the resolution from the City of Newman presented to the club on its 100th anniversary, April 7, 2008, which highlights the many accomplishments of the club and contributions to the City of Newman.

The Newman Woman's Club requests the City of Newman continue to honor the promise made in 1983 for rent free privileges in the L. J. Newman Building for their monthly meetings.

Sincerely,

June Spaulding, President
Newman Woman's Club

Sept. 12, 1983

The regular meeting of the Newman Woman's Club was called to order by president Pat Morgan at 1:40 p.m. in the Louis Newman Bldg.

program

The salute to the flag was given.

In the absence of the program chairman, the president introduced Mike Galas of Leprino Cheese who gave the background & present status of Leprino. Mr. Leprino arrived in America in 1917 from Italy - a penniless immigrant. His company is now the world's largest producer of Italian Cheese in the world. Mr. Galas left generous samples of several of the cheeses produced by the company.

minutes

The minutes of the June meeting, June & Aug. executive board meetings were read & approved.

treasurer's report

Dotty Mulkey gave the ^{treasurer's} yearly report. She also ^{attached} gave the monthly report which shows a balance of \$404.03 in the checking acct and \$1083.90 in the savings acct making a total of \$1487.93. It was noted that the 8-2-83 \$100⁰⁰ had not been sent to the AFS as yet. It was ordered done.

Ora McNeil, financial secretary reported that there was \$25.97 in petty cash.

Corres.

A note from Mayor Janet Carlson thanked the Woman's Club for the \$10,000 donation to the N.D. Newman Bldg fund. On behalf of the City she offered use of the building rent free to the club.

The Newman - Gustine Chambers of Commerce wrote requesting a \$30⁰⁰ donation for a trophy for the Grand Review & Field Show coming up in Oct 15. A motion was made by Paula Davis that the \$30⁰⁰ be given to the sponsoring Co. of C. Contingent

NEWMAN WOMAN'S CLUB

MINUTES DEALING WITH THE L.J. NEWMAN BUILDING CLUB YEARS: 1974 - 1983

MAY 5, 1975

“There was a discussion, too, on the possibility of using the club's \$4,000 time certificate to add a room to the center”

FEBRUARY 1, 1976

“The Board asks for discussion regarding using money from the sale of the Community Hall to build a room at Louis Newman Center to house a larger kitchen”

NOVEMBER 1, 1976

“Enlargement of the Memorial Bldg – Paula Davis reported the City of Newman will draw up plans and get costs for addition of room and enlargement of kitchen. When this information is available, civic organizations will be solicited for meaningful contributions. A special rent free use arrangement to be considered for such contributing organizations”

JANUARY 27, 1977

“Paula Davis reported that city plans for enlargement of the Newman Memorial building are temporarily tabled until Federal programs are initiated. Hopefully in the not too distant future.

MAY 15, 1978

“Mrs. Ben Arnhold is willing to approach the Newman Family for money to improve the Louie J. Neman center if and when the preliminary planning is done.”

JUNE 5, 1978

“In regards to enlarging the Louis Newman Hall it has been learned that the Newman Family are not interested in helping financially. The President asked the clubs pleasure in regards to trying to get the project going”

SEPTEMBER 15, 1980

“Unfinished business – it was announced that building plans for the enlargement of the kitchen in the L.J. Newman Hall had been approved. The area will be approximately 10’ by 20’ at a cost of \$16,000”

MARCH 2, 1981

“Unfinished business – President Morgan to contact David Silveira for estimate on enlargement of the building – or letter to the Mayor regarding estimate to be sent. Upon the recommendation of the executive board it was moved and seconded and carried to pledge a minimum of \$8,000 to the enlargement of the L.J. Newman building”

OCTOBER 5, 1981

“A recommendation that an Ad Hoc committee be formed to attend all City Council meetings when expansion of the Lewis Newman Center is on the agenda. The president appointed Wade, Powell, Morgan and Asselstine to the committee pending approval of Club members. At least two of the four are to attend the designated meetings.”

FEBRUARY 1, 1982

“Julia Asselstine reported for the Ad Hoc committee. The City of Newman applied for funds for the enlargement of this building but funds are not available for this year. W.C. (Woman’s Club) has a minimum of \$8,000 earmarked for this project”

APRIL 5, 1982

“Discussion was held regarding placing the \$8,000 earmarked for the enlarging of the .J. Newman building in general fund. No action taken”

JUNE 1982

Annual Report

“\$8.000 earmarked for enlarging the L.J. Newman Center”

DECEMBER 3, 1982

“The Ad Hoc committee regarding the enlarging of the Newman Bldg Kitchen will meet tomorrow at 2 p.m. at the museum with three committee members from the 50+ Club who will meet with Mayor Janet Carlsen. Motion made, seconded and carried that the Newman Woman’s Club would give \$10,000 to the project with the idea that we would have one free meeting a month for using the Hall”

MARCH 7, 1983

“The building fund was enriched by \$836 from the ravioli dinner and \$401 from the deserts furnished by the 50+ Club according to Martha Thompson. The committee plans two more events. The Moose Lodge will give al the proceeds of one of their Bingo nights.”

APRIL 4, 1983

“Orestimba 50+ Club sponsoring a Spaghetti Dinner on May 27 for the benefit of enlarging the L.J. Newman building. Cost: \$4.00. 3 door prizes and over \$150 in raffles prizes”

MAY 2, 1983

“Motion was made, seconded and carried to transfer the \$10,000 the Woman’s Club voted for the L.J. Newman Center Bldg addition to the Building Fund Committee Fund. The money will be transferred as soon as the two Time Certificates at Deposit are due in June and July”

JUNE 20, 1983

“Paula Davis will keep one certificate(Time Share Certificate) until it matures in July. Then the N.W.C. (Newman Woman’s Club) will make the \$10,000 donation to the Louis Newman Building fund a fact. At that time we will remind the City that we are to have one meeting monthly without charge”

SEPTEMBER 12, 1983

“A note from Mayor Janet Carlson thanked the Woman’s Club for the \$10,000 donation to the L.J. Newman Bldg Fund. On behalf of the City she offered use of the building rent free to the club”

ADOPTION OF RESOLUTION ADOPTING NEW WATER DEPOSIT AND FEES

RECOMMENDATION:

It is recommended that the Newman City Council:

Adopt Resolution No. 2008-XX, approving new water deposits and fees.

BACKGROUND:

This resolution establishes an increase in the Residential Utility Deposit with the intent of providing the city security for payment of final and unpaid bills incurred for utility services. With the increase in utility rates the current deposit of \$50.00 does not fully cover the average amount of one months billing. Currently, Staff is sending approximately \$35,000 a year in delinquent accounts to the collection agency. Once a delinquent account is submitted to the collection agency, the City loses half the amount due. By increasing the amount of the deposit staff intends to decrease the amount of unpaid bills sent to collections.

ANALYSIS:

The increased utility deposit will be required from all new customers who apply for residential services. Under normal circumstances, utility deposits shall be paid in full before the establishment of utility services.

New Customers who apply for Residential service will be required to post a \$150.00 Utility Deposit. Current customers' deposits will not be increased with the exception of their account becoming delinquent and resulting in discontinued services. Customers, who have had their service disrupted, may re-establish services only in the event that the customer pays all delinquent bills and makes said cash deposit. Upon the disconnection of the utility services, any balance of such deposit shall be returned to the applicant without interest.

The deposit will also be refunded, without interest, if the applicant has, as determined by the Finance Officer, a good payment record for the 18-month period immediately preceding.

New Customers who apply for utility services shall pay a nonrefundable activation fee in the amount of \$25.00. This charge shall be assessed and collected on the first utility bill issued to the new utility billing account. This activation fee is not transferable to a different location within the City. This fee will cover staff time to process the customer's application and to start services.

FISCAL IMPACT:

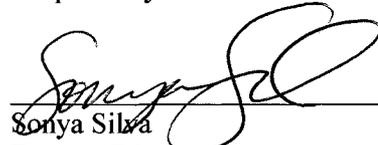
With the increase in the Residential Utility Deposit, Staff anticipates a significant decrease in unpaid debt. This will decrease the amount submitted to the Collection Agency. Also, the activation fee will offset some of the costs associated with Staffs time in processing and starting utility services.

CONCLUSION:

Due to a dramatic increase in foreclosures and the number of delinquent accounts in recent years, paired with the increase in utility rates, it is fiscally responsible and appropriate that the City Council increase the amount required for the utility deposit.

Agenda Item: **10.b.**

Respectfully submitted:



Sonya Silva
Finance Director

Reviewed/Concur



Michael E. Holland
City Manager

RESOLUTION NO. 2009-

ADOPTION OF RESOLUTION ADOPTING NEW WATER DEPOSIT AND FEES

WHEREAS, it has been determined that Ordinance 11.05.020 requires the utility deposit be set by resolution; and

WHEREAS, the purpose of a new deposit and fess is to ensure payment for the use of utilities furnished by the City; and

IT IS HEREBY RESOLVED by the City Council of the City of Newman the adoption of the Utility Deposit of \$150.00 and the Activation Fee of \$25.00; and

IT IS FURTHER RESOLVED, that the said deposit and fees may be modified periodically; now therefore,

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 13th day of January, 2009 by Council Member _____, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

Deputy City Clerk

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **10.c.**
City Council Meeting
of January 13, 2009

ACCEPT PROPOSAL FOR SERVICES TO UPDATE IMPROVEMENT STANDARDS AND SPECIFICATIONS TO BOYLE ENGINEERING CORPORATION

RECOMMENDATION:

It is recommended that the City Council accept the proposal for services to update the City of Newman Improvement Standards and Specifications to Boyle Engineering Corporation for an amount not to exceed \$20,000.00.

BACKGROUND:

A review of the Improvement Standards and Specifications (Standards) reveals a need to bring them up to current development and construction standards of the industry. The current Standards were last updated in 1989, and do not meet the needs of the City. The update will include the development of new Standards for the City. The new Standards will provide sections for requirements for improvement plan submittals, department review, traffic control, streets, lighting, water, sanitary sewer, storm drainage, and miscellaneous items related to public works improvements.

The Public Works Department has received a proposal for services to update the City of Newman Improvement Standards and Specifications from Boyle Engineering Corporation (City Engineer). The work includes development of new Improvement Standards and Specifications as detailed in attachment "A".

ANALYSIS:

One proposal was submitted for this project from the City's contract engineer (see attachment A). This type of work is best performed by the City Engineer due to their expertise and experience in this field. In addition, it is recommended that a licensed civil engineer prepare and certify the Standards. Boyle Engineering Corporation is the City's Engineer and the Standards are being prepared by a licensed civil engineer with the firm.

The public Works Director has reviewed the proposal and has found the proposal to be in proper order.

The City has \$20,000.00 available in the sewer and water capital funds to move forward with the update of the Standards.

FISCAL IMPACT:

Proposal amount \$20,000.00 08/09 Mid-year budget amendment \$20,000.00

CONCLUSION:

Staff recommends that the Council accept the proposal from Boyle Engineering Corporation.

Respectfully Submitted,



Garner Reynolds
Director of Public Works

Reviewed/Concur



Michael E. Holland
City Manager

1120 West "I" Street, Suite C
Los Banos, CA 93635
TEL: (209)826-5155
FAX: (209)826-3307
www.boyleengineering.com

Employee Owned

Michael E. Holland
City Manager
CITY OF NEWMAN
1162 Main Street
Post Office Box 787
Newman, California 95360

December 12, 2008
00197.P1-3031

Proposal for Engineering Service
Improvement Standards and Specifications

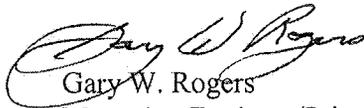
Dear Michael:

As discussed during our recent conversation and subsequent conversation with Mr. Reynolds, we have developed the attached proposal (Exhibit A) which describes the work, estimated cost and schedule for completing the updated improvement standards for the City of Newman. A copy of our current rate schedule (Exhibit B) is also enclosed along with two copies of the agreement. If all is in order, please sign and date both copies of the agreement, keep one copy for your files and return one copy to our office.

Thank you for the opportunity to provide this proposal for your consideration. Please call if you have any questions, require additional information or would like to discuss the proposal further.

Very truly yours,

Boyle Engineering Corporation



Gary W. Rogers
Managing Engineer/Principal

Enclosures: Agreement
Scope of Services - Exhibit A
Rate Schedule - Exhibit B

COV LETTER.12-12-08.DOC

BOYLE*Engineering Excellence Since 1942*

1120 West "I" Street, Suite C
Los Banos, CA 93635
TEL: (209)826-5155
FAX: (209)826-3307
www.boyleengineering.com

Employee Owned

Michael E. Holland
City Manager
CITY OF NEWMAN
1162 Main Street
Post Office Box 787
Newman, California 95360

December 12, 2008
197.P1-3031

Proposal for Engineering Service
Improvement Standards and Specifications

Dear Michael:

Pursuant to your request, we are pleased to submit this proposal to develop new Improvement Standards and Specifications (Standards) for the City of Newman (City).

The scope of work for creation of the Standards is summarized as follows:

1. Develop the following sections which will include written text and standard details:
 - a. **General** – Information on purpose of standards, definitions, requirements for improvement plans and specifications, departmental review, shop drawings and submittals, construction review, record drawings and O&M manuals will be provided in this section.
 - b. **Traffic Control** – Information on traffic control and street closures will be provided in this section. Standard details for street and construction signs along with barricades will also be provided.
 - c. **Streets** – Design criteria for street geometrics, structural sections, pavement materials, curb, gutters and sidewalks, driveways, and alleys will be provided in this section. In addition, cross-sections for local, industrial, arterial and collector streets will be provided along with curb and gutter, sidewalk, driveway(s), alley approaches and curb ramp details.
 - d. **Lighting** – Design criteria for street lighting and electrolier installation details will be provided in this section.
 - e. **Water** – Design criteria for sizing water lines and determining valve and fire hydrant locations will be provided. In addition, acceptable pipeline materials, water service installation, installation of pipes, disinfection and testing of facilities will be covered.

Standard details for water services, backflow prevention devices, valves, fire hydrants, thrust blocks and trench details will also be provided.

- f. **Sanitary Sewer** – Design criteria for sizing of sanitary sewer lines and manhole locating will be provided in this section. In addition, lift station and forcemain design criteria will also be provided along with cleaning, flushing and inspection criteria for lines. Standard details for manholes, cleanouts, services, pipe backfill and grease interceptors will also be provided.
 - g. **Storm Drainage** – Design criteria for sizing of collection systems, detention basins, pump stations and outlet facilities will be provided. In addition, acceptable pipeline materials, drainage inlets and manholes, installation of pipe and inspection of facilities will be covered. Standard details showing pipe backfill, manholes, and catch basins will also be provided.
 - h. **Miscellaneous** – This section will provide design criteria for construction of parking lots. Other miscellaneous items that do not generally fit within the other sections will also be added here.
2. Attend meetings with City staff as required to discuss and review the various sections of the Standards.
 3. Attend council meetings or informal meetings with council members to discuss the Standards.
 4. Provide the City with one final unbound set of the approved Standards.
 5. Provide the City with an electronic file of the approved Standards.

We estimated the cost of developing the Standards based on a man-hour evaluation for the various personnel classifications anticipated to be assigned to the project is \$20,000.00. We propose the work be performed on a time and material basis and anticipate providing a draft copy of the Standards to you within 20 working days of execution of the agreement.

Please call if you have any questions or require additional information.

Very truly yours,

Boyle Engineering Corporation



Gary W. Rogers
Managing Engineer/Principal

EXHIBIT B**BOYLE ENGINEERING
LOS BANOS OFFICE****CHARGE RATE SCHEDULE**
(January 1, 2009 to December 31, 2009)

CLASSIFICATION		HOURLY RATE RANGE
PRINCIPAL ENGINEER		\$160.00 - 210.00
PRINCIPAL SURVEYOR		\$ 130.00 - 160.00
SENIOR ENGINEER II		\$ 130.00 - 160.00
SENIOR ENGINEER I		\$ 110.00 - 130.00
ASSOCIATE ENGINEER		\$90.00 - 110.00
ASSISTANT ENGINEER II		\$ 70.00 - 90.00
ASSISTANT ENGINEER I		\$ 60.00 - 80.00
ENGINEERING ASSISTANT		\$ 70.00 - 90.00
DESIGNER/TECHNICIAN		\$ 65.00 - 100.00
CLERICAL		\$ 50.00 - 65.00
CADD SUPERVISOR		\$ 85.00 - 105.00
CADD OPERATOR		\$ 60.00 - 85.00
INSPECTOR		\$ 60.00 - 85.00
INSPECTOR	Under Merced and Stanislaus Counties Prevailing Wage Rates*	Quotation
LAND SURVEYOR IN TRAINING (LSIT)		\$ 60.00 - 85.00
SURVEY TECHNICIAN		\$ 55.00 - 75.00
FIELD SURVEYS		HOURLY RATE
2-MAN SURVEY CREW		\$150.00
2-MAN SURVEY CREW	Under Merced and Stanislaus Counties Prevailing Wage Rates*	Quotation
*Note: Job Specifications charge rates are dependent upon Prevailing Wage Rates set by the State Department of Industrial Relations pursuant to California Labor Code, Part 7, Chapter I, Article 2, Sections 1770, 1773 and 1773.01.		
GENERAL PROJECT EXPENSES		8 % of Labor
Includes mail, telephone, fax, office photo copies, computers and mileage(except as noted)		
MISCELLANEOUS CHARGES		
AUTO TRAVEL FOR CONSTRUCTION PHASE AND SURVEYING SERVICES		\$.60 per mile
REIMBURSABLE EXPENSES		Cost plus 12%

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into on the ____ day of December, 2008, by and between the CITY OF NEWMAN, hereinafter called "CLIENT," and BOYLE ENGINEERING CORPORATION, a California corporation, hereinafter called "BOYLE," as follows:

CLIENT engages BOYLE to perform professional services for a project known and described as developing new Improvement Standards and Specifications, hereinafter called the "PROJECT."

CLIENT and BOYLE, for mutual consideration, agree as follows:

1. **Scope of Services.** BOYLE agrees to provide and perform certain professional services for CLIENT in connection with the PROJECT as set forth in Exhibit "A" attached hereto and incorporated by this reference.
2. **Schedule.** BOYLE shall perform its services in accordance with the schedule set forth in Exhibit "A." CLIENT agrees that BOYLE shall not be responsible for delays which are due to causes beyond BOYLE'S reasonable control. In the case of any such delay, the time for completion of BOYLE'S services hereunder shall be extended accordingly.
3. **Compensation.**
 - a. **Fees.** CLIENT agrees to pay BOYLE as compensation for its services in accordance with the Standard Rate Schedule attached hereto and incorporated by this reference as Exhibit "B." Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. Should CLIENT dispute in good faith any portion of an invoice, CLIENT shall pay the undisputed portion as provided herein. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts wrongfully withheld or not paid within thirty days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorneys' fees or other costs incurred in collecting any delinquent amount shall be paid by CLIENT.
 - b. **Project Delay.** In the event that BOYLE'S services hereunder are delayed for a period in excess of six months due to causes beyond BOYLE'S reasonable control, BOYLE'S compensation shall be subject to renegotiation.
 - c. **Retention.** If any portion of BOYLE'S fee is held in retention, such amount shall be released within thirty days after completion of the corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.
 - d. **Partial Services.** In the event any portion of the work prepared or partially prepared by BOYLE is suspended, abandoned, or terminated, CLIENT shall pay BOYLE for the work performed on such portion on an hourly basis, not to exceed any maximum contract amount specified herein.
4. **Standard of Care.** In the performance of its professional services, BOYLE will use that degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties, express or implied, are made or intended in any of BOYLE'S proposals, contracts or reports. BOYLE shall be entitled to rely upon the accuracy of data and information provided by CLIENT or others without independent review or evaluation unless provided otherwise in Exhibit "A." BOYLE shall perform its services in connection with applicable laws, rules, regulations and standards that are in effect as of the date of this Agreement. If any changes occur in such laws, rules, regulations or standards that materially affect the scope of work or schedule of this Agreement, BOYLE'S compensation shall be renegotiated accordingly.
6. **Governmental Immunity.** In performing the services required under this Agreement, BOYLE is acting as an agent of CLIENT, subject to the general supervision and control of its governing body. As such, to the fullest extent permitted

by law, BOYLE shall be entitled to the same immunities and protections as any other government employee exercising discretion under all applicable statutes, regulations and judicial and administrative precedent. Notwithstanding the foregoing, BOYLE shall not be entitled to receive any other employee benefits from CLIENT and shall not have the authority to independently authorize the expenditure of CLIENT'S funds.

7. **Limitation of Liability.** In recognition of the relative risks and benefits of the PROJECT to the parties, CLIENT agrees to limit BOYLE'S liability for damages to CLIENT arising out of services performed hereunder to a sum not to exceed \$50,000 or BOYLE'S fee, whichever is greater.
8. **Instruments of Service.** All tracings, survey notes, machine-readable information and data ("CADD data") and other original documents are instruments of service and shall remain the property of BOYLE, except where by law or precedent these documents become public property.
9. **Reuse of Documents.** Documents, including drawings and specifications, prepared by BOYLE pursuant to this Agreement are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the PROJECT or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from BOYLE will be at CLIENT'S sole risk and without liability to BOYLE. Further, any and all liability arising out of changes made to BOYLE'S deliverables under this Agreement by CLIENT or persons other than BOYLE is waived as against BOYLE and the CLIENT assumes full responsibility for such changes unless CLIENT has given BOYLE prior notice and has received from BOYLE written consent for such changes.
10. **CADD Data.** CADD data delivered to CLIENT shall not include the professional stamp or signature of an engineer or architect. CLIENT agrees that BOYLE shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by CLIENT, or anyone authorized by CLIENT, of CADD data; (b) the decline of accuracy or readability of CADD data due to inappropriate storage conditions or duration; or (c) any use by CLIENT, or anyone authorized by CLIENT, of CADD data for additions to this PROJECT, for the completion of this PROJECT by others, or for any other project, excepting only such use as is authorized, in writing, by BOYLE. By acceptance of CADD data, CLIENT agrees to indemnify BOYLE for damages and liability resulting from the modification, use or misuse of such CADD data.
11. **Staff Supplement.** Employees of any entity that is a direct or indirect affiliated entity with BOYLE may assist BOYLE in the provision of services under this Agreement in accordance with the terms and conditions outlined herein. While employees of such an affiliated entity may provide services to CLIENT under this Agreement, this Agreement is between CLIENT and BOYLE, and thus, BOYLE shall remain responsible to CLIENT for the conformance of such services to the terms and conditions set forth herein.
12. **Fees and Permits.** CLIENT shall pay the cost of all fees, permits, bond premiums, title company charges, blueprints and reproductions in connection with the PROJECT and BOYLE'S services hereunder unless otherwise specified in Exhibit "A."
13. **Termination of Agreement.** In the event CLIENT fails to pay BOYLE within thirty days after an invoice is rendered, then CLIENT agrees that BOYLE shall have the right to consider said default a total breach of this Agreement and the duties of BOYLE under this Agreement terminated upon five days' written notice. This Agreement may be terminated by either CLIENT or BOYLE upon thirty days' written notice in the event of substantial failure of the other party to perform in accordance with the terms of this Agreement. CLIENT expressly agrees to hold BOYLE harmless from any liability arising out of BOYLE'S termination of its services hereunder due to CLIENT'S failure to perform and/or pay in accordance with the provisions of this Agreement. In the event of termination of this Agreement, CLIENT shall promptly pay BOYLE for all of the fees, charges and services performed by BOYLE in accordance with the compensation arrangements under this Agreement or on an agreed hourly basis.
14. **Dispute Resolution.** The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. In the event that any dispute cannot be resolved through direct

discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator who shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system, in which event all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party.

15. **Assignment.** Services provided under this Agreement are for the exclusive use of CLIENT. Neither CLIENT nor BOYLE shall assign its interest in this Agreement without the written consent of the other.

16. **Severability.** Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

17. **Other Agreements.** There are no understandings or agreements except as herein expressly stated. Any purchase order issued by CLIENT for the services to be provided hereunder shall be deemed to have been issued for its own purchasing, accounting and other record-keeping purposes only and shall not be deemed to be a part of this Agreement or to modify or amend this Agreement in any way. This Agreement may only be modified by a writing signed by both parties.

18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California.

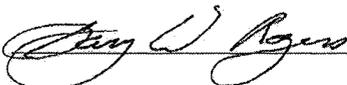
IN WITNESS WHEREOF, BOYLE and CLIENT have executed this Agreement this _____ day of December, 2008.

"BOYLE"

"CLIENT"

BOYLE ENGINEERING CORPORATION

CITY OF NEWMAN

By: 

By: _____

Title: Managing Engineer

Title: City Manager

License No.:32121

LIST OF EXHIBITS:

Exhibit "A" Scope of Services/Schedule

Exhibit "B" Compensation

EXHIBIT B**BOYLE ENGINEERING
LOS BANOS OFFICE****CHARGE RATE SCHEDULE**
(January 1, 2009 to December 31, 2009)

CLASSIFICATION		HOURLY RATE RANGE
PRINCIPAL ENGINEER		\$160.00 - 210.00
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CADD OPERATOR		\$ 60.00 - 85.00
INSPECTOR		\$ 60.00 - 85.00
INSPECTOR	Under Merced and Stanislaus Counties Prevailing Wage Rates*	Quotation
LAND SURVEYOR IN TRAINING (LSIT)		\$ 60.00 - 85.00
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2-MAN SURVEY CREW	Under Merced and Stanislaus Counties Prevailing Wage Rates*	Quotation
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GENERAL PROJECT EXPENSES		8 % of Labor
Includes mail, telephone, fax, office photo copies, computers and mileage(except as noted)		
MISCELLANEOUS CHARGES		
AUTO TRAVEL FOR CONSTRUCTION PHASE AND SURVEYING SERVICES		\$.60 per mile
REIMBURSABLE EXPENSES		Cost plus 12%

AWARD BID FOR THE PURCHASE OF A USED LOADER BACKHOE

RECOMMENDATION:

It is recommended that the City Council award the purchase of a used loader backhoe to Garton Tractor, Inc. for \$57,875.13.

BACKGROUND:

The Public Works Department currently has a 1965 Ford Model 555 Backhoe/Loader that has exceeded its life expectancy, experiencing an increase in maintenance and repairs, no longer meets the needs of the department and therefore is in need of replacement. This backhoe has experienced numerous hydraulic leaks, and is in need of an overhaul of the entire hydraulic system at a cost of approximately \$3,000. In addition, the repair and maintenance over the last three years is in excess of \$11,000, and parts are becoming increasingly difficult to find.

The new backhoe is a 2007 New Holland LB110 Tractor/Loader with an extendable dipper, 4-wheel drive, 6-in-1 multi-purpose bucket with forks, and 24" and 18" dipper buckets. The original selling price of the new backhoe was \$92,913.00, and purchasing the one-year old Tractor/Loader (395 hours) saved approximately \$35,000.00. The new Tractor/Loader allows the Public Works Department to operate more efficiently, for example; during fall brush removal the 6-in1 bucket can pick up larger amounts of prunings without the need of an additional person to load the bucket, is able to utilize the forks on the 6-in1 bucket in lieu of renting a forklift for material handling, and can dig deeper with the use of the extendable dipper.

The Public Works Department advertised for bids on December 11, 2008 for one used loader backhoe. The bid opening was held on December 22, 2008 at 2:00pm, and there was one responsible bidder.

ANALYSIS:

A total of 1 bid was submitted for this project. Garton Tractor, Inc. was the only responsible bidder with a bid in the amount of \$57,875.13.

The Public Work Director has reviewed the bid documents and has found the bid forms to be in proper order.

Garton Tractor, Inc. will allow the City to pay \$30,000.00 down this year, with the balance due in six months. The City has budgeted \$30,000.00 this fiscal year with the balance of \$27,875.13 to be budgeted in the 2009/2010 budget. The funds are budgeted equally (1/3) in the Street Maintenance, Sewer and Water funds.

FISCAL IMPACT:

Bid amount \$57,875.13 08/09 Budgeted amount \$30,000 09/10 Budget amount \$27,875.13

CONCLUSION:

Staff recommends that the Council award the bid to Garton Tractor, Inc.

Respectfully Submitted,


Garner R. Reynolds
Director of Public Works

Reviewed/Concur


Michael E. Holland
City Manager





Honorable Mayor and Members
of the Newman City Council

**PROVIDE DIRECTION FOR FUTURE EMERGENCY DISPATCH / 9-1-1 SERVICE
FOR THE CITY OF NEWMAN**

RECOMMENDATION:

Staff recommends the City Council direct staff to further research and prepare for the creation of a Joint Powers Authority (JPA) between the City of Gustine and the City of Newman for police dispatch and 9-1-1 service.

BACKGROUND:

Police dispatch and 9-1-1 service for the City of Newman is currently provided by Stanislaus Regional 911 Dispatch Center. Police dispatch and 9-1-1 service for the City of Gustine is currently provided by the Turlock Police Department. As budget constraints continue to profoundly impact law enforcement in general, it has become imperative for cities with mutual interests and services to combine resources to enhance public safety for their individual and combined communities. For this reason, the City of Newman has been reviewing alternative opportunities for police dispatch and 9-1-1 service. The following discussion will review the options and alternatives researched by staff.

In 1999, the City of Modesto and the County of Stanislaus entered into a Joint Exercise of Powers Agreement to form a regional dispatch center. This center was to establish a center that provides service for the City of Modesto, the unincorporated portions of Stanislaus County and all contract cities under contract with the Stanislaus County Sheriff's Department. Based on the language in the Joint Exercise of Powers Agreement the only members of the JPA are the County of Stanislaus and the City of Modesto. The City of Newman is not a member of the JPA but is covered under Section 4.1.4 of the JPA as "Persons not a party to this agreement." Essentially this means that the City of Newman contracts with the SR-911 center to provide dispatching services. The JPA does have a commission in which the City of Newman is a voting member. The commission consists of seven members with three being from Stanislaus County, three from the City of Modesto, and one from the City of Newman. Although this contract has served the City of Newman for many years, the continuing increase in costs with little to no ability to control these costs has necessitated the need to review alternatives.

In reviewing agenda item B-7 from the Stanislaus County Board of Supervisors Agenda of March 9, 1999, the police dispatch costs for the City of Newman were to be approximately \$39,104 for FY 00/01. This amount has increased steadily over the past several years to the point where the cost for FY 08/09 is just over \$160,000. The service delivered is essentially the same without any noticeable improvements. Based on figures from this agenda item, the operating costs of the dispatch center went from approximately \$5,000,000.00 (five million dollars) to \$8,000,000.00 (eight million dollars) over the past seven years.

Based on these costs increases, it is anticipated the City of Newman will incur costs of nearly \$250,000.00 annually within the next five years. It is also anticipated SR-911 will be switching from VHF radio channels to 700-800 mhz. radio frequencies within the next few years which will require the City of Newman to purchase new radio equipment anticipated at today's market price to be approximately \$100,000.00. Since the City of Newman is a "contract" city within the agreement, the City is required to operate under the cost sharing formula as determined by the actual members of the JPA, the City of Modesto and the County of Stanislaus. This arrangement does not provide for any costs containment and minimal at best say in the operation of the center.

ANALYSIS:

911 PSAP (Public Safety Answering Point) operations provide an essential lifeline to our residents during an emergency. Similarly, emergency dispatching provides a lifeline for first responders. In order to maintain these lifelines and to provide the most effective emergency response possible, it is critical the communications network be well designed, maintained, and managed.

Our location and its lack of proximity to other jurisdictions make us increasingly dependent on finding alternatives and cooperative efforts to accomplish our day-to-day tasks. This becomes even more important as radio traffic increases and officers are attempting to locate information without the ready availability of voice transmission. For example, on New Year's Eve 2008/2009, both current frequencies for Newman Police radio traffic were unavailable due to emergencies in other parts of the county for over eight hours. This lack of available radio frequencies relegated our police officers to sightseers and/or attempting police actions without a radio lifeline.

In this same framework, the ability to control the costs and financial viability of the City of Newman remains of utmost importance. Using the above factors as the basis for our "options" research, the following options have been identified. Please note each option has its benefits and drawbacks. An outline for each option follows:

Option #1. Remain with SR911

This option would be the simplest since it would not require any change on the part of the City of Newman. As a contract city, however, it would not allow the City of Newman to have local control over costs or operations as the JPA requires the "Member" cities to provide the cost sharing arrangement. As stated earlier, these costs are expected to increase steadily over the next few years with estimated costs of approximately \$200,000.00 dollars in the 2009/2010 fiscal year to approximately \$250,000.00 in the 2013/2014 fiscal year. Refer to attached spread sheets for delineated costs.

These costs for service also do not include any capital costs if the JPA moves to a different radio system over the next few years. Although the exact costs cannot be calculated at this time, it is anticipated to be approximately \$100,000 based on the types of radios and infrastructure that would be required.

Option #2. Contract with City of Turlock

This option would be advantageous to the City of Newman in that it would place the City of Newman and the City of Gustine on the same radio frequency. The City of Newman and the City of Gustine will also be operating on the same Records Management System and have the capability of data sharing as of early January, 2009. Due to our isolation from major metropolitan areas and numbers of personnel available, both cities have for years enjoyed a "handshake" agreement to provide backup services for each other in relation to police services. This has led to over 600 instances during the past year of officers from both agencies responding to the other city for either backup or complete handling of calls within the other jurisdiction.

The downside to this arrangement is the cost for this service would begin in FY 09/10 at approximately \$200,000 plus a need for approximately \$75,000 in infrastructure costs to include a radio repeater in Newman and 800 MHz radios for patrol vehicles and portables. Turlock's current contract with Gustine includes a 4% a year escalator. Similar to contracting with SR911, contracting with the City of Turlock would not provide any future cost containment or control over operations. Refer to attached spread sheets for delineated costs.

Option #3. Contract with City of Oakdale

This option involves an arrangement in which the City of Newman would contract with the City of Oakdale for dispatch services. The proposal received from the City of Oakdale was \$181,000 for dispatch services. In order to utilize these services, however, there would also be an additional first year costs of \$35,000.00 to place Newman on the same Computer Aided Dispatch System (CAD), \$20,000 for a radio voting receiver, and approximately \$12,000.00 annually for a T-1 line between Oakdale and Newman to carry voice and data circuits. Similar to contracting with SR911, contracting with the City of Oakdale would not provide any future cost containment or control over operations. Additional negatives to this arrangement include being on different radio frequencies from the Stanislaus County Sheriff's Department and Gustine PD, both of which provide back up to our police officers. Refer to attached spread sheets for delineated costs.

Option #4. Joint Powers Agreement with the City of Gustine

This option would involve forming a Joint Powers Authority between the City of Newman and the City of Gustine to provide dispatch services for the two cities. As has been stated previously, the two police departments work very closely and are the primary backup for each other on many calls. The two agencies cannot currently talk to each other on their respective primary radio channels, greatly jeopardizing the safety of the officers and residents on shared calls for service. This arrangement has been practiced without any significant consequences but we are just one incident away from a major catastrophe. There have been several drawbacks which often times make the response times slower or require multiple relayed radio calls to provide direction and need.

This option allows the dispatch center to be based locally and provides the citizens of Newman and Gustine with services provided for and by local people. A local dispatch center also facilitates communications for day-to-day business activities between dispatchers and those using the radios. Finally, the in-house arrangement provides for citizen's access to the police department during weekends, after-hours and holidays as there would now be a 24 hour presence by support staff.

This option provides the ability of the two cities to control costs by basing salaries, overhead and capital costs on a cost index more favorable to our communities rather than the cost index involved with living and working in a major metropolitan area. This option would also allow the reallocation of current personnel to provide additional savings to the city of Newman.

The proposed JPA would consist of two members of the Newman City Council, one member of the Gustine City Council, and the city managers from each city (3 for Newman and 2 for Gustine). Newman would contribute 67% of the operating budget, house the dispatch center, and provide operational management. Gustine would contribute 33% of the operating budget and assist in operational management. The proposed cost sharing arrangement is based upon the population of each city.

The State of California has been approached and we have received pre-approval from the State to form a new Public Safety Answering Point (PSAP) and are pre-approved for a two position dispatch center. The state essentially funds the E911 portion (both landline and mobile) and the agencies provide the radio costs. Attached to this report are the spread sheets showing the line item costs for this arrangement and the pre-approval letter from the State of California. These state funds are secured within a 9-1-1 fund that is not in jeopardy with the state's budget crisis.

One area of concern in this arrangement is the need to remain in contact with the Stanislaus County Sheriff's Department who operate on a different radio frequency. With current technology, the Newman/Gustine dispatch center would have the capability of patching channels together or using existing radios that would remain in our patrol vehicles which would allow our officers to continue to communicate.

FISCAL IMPACT:

The fiscal impacts of each option are noted above and in detail within the attached spreadsheets.

ATTACHMENTS:

Attachment A - Personnel Costs

Attachment B - Operating Costs Newman

Attachment C - Total first year costs including equipment

Attachment D - SR911 Actual costs FY 00-01 through FY 08-09

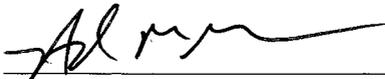
CONCLUSION:

There is no inexpensive answer for this community's dispatch needs. Dispatch and 9-1-1 service is an essential service the city must continue to provide. Staff believes the JPA option (#4) provides the best set of circumstances as it will move both Newman and Gustine onto the same radio channel and into a modernized, automated environment that provides efficient communications for all public safety requirements for the foreseeable future. This option has

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additional equipment costs for the first year and is comparable in costs for the other options. The advantage primarily rests in actual operations and control over our financial future. There is interest from another jurisdiction that may allow for additional cost savings by providing dispatch service for this agency. The JPA would be able to control costs and operations of the communications center. Placing Gustine and Newman on the same frequency greatly improves the safety of our residents and officers. The Police Department is confident the JPA is in the best interest of the City of Newman.

Respectfully submitted,



Adam McGill
Chief of Police

REVIEWED/CONCUR:



Michael Holland
City Manager

DISPATCH PAY SCHEDULES

PAY	A	B	C	D	E
Projected Salary Current Salary Schedule	\$2,642	\$2,774	\$2,912	\$3,050	\$3,211
PERS	\$660	\$693	\$727	\$762	\$802
SS	\$202	\$212	\$223	\$233	\$246
MEDICAL	\$960	\$1,008	\$1,058	\$1,111	\$1,167
Total Monthly Costs	\$4,464	\$4,687	\$4,921	\$5,156	\$5,426
Total Annual Costs	\$53,568	\$56,245	\$59,046	\$61,878	\$65,107
Hourly Rate	\$15	\$16	\$17	\$18	\$19
Costs for 3 Dispatchers	\$160,705	\$168,736	\$177,139	\$185,633	\$195,321
Reallocation Clerk to dispatch	\$53,568	\$56,247	\$59,059	\$62,012	\$65,113
PSAP Manager Lt.	\$30,000	\$31,500	\$33,075	\$34,729	\$36,465
Personnel Costs	\$244,274	\$256,482	\$269,273	\$282,374	\$296,898
Average Stanislaus/Merced Median	\$2,497	\$2,622	\$2,753	\$2,891	\$3,035
PERS	\$624	\$655	\$688	\$722	\$758
SS	\$191	\$201	\$211	\$221	\$232
Medical	\$960	\$1,008	\$1,058	\$1,111	\$1,167
Total Monthly costs	\$4,272	\$4,486	\$4,710	\$4,946	\$5,192
Total Annual Costs	\$51,261	\$53,826	\$56,516	\$59,347	\$62,306
Hourly Rate	\$14	\$15	\$16	\$17	\$18
Costs for 3 Dispatchers	\$153,782	\$161,478	\$169,547	\$178,041	\$186,917
Reallocation clerk to dispatch	\$51,261	\$53,824	\$56,515	\$59,341	\$62,308
PSAP Manager Lt.	\$30,000	\$31,500	\$33,075	\$34,729	\$36,465
Personnel Costs	\$235,043	\$246,802	\$259,138	\$272,111	\$285,691

**OPERATIONAL BUDGET
COMM CENTER**

COSTS	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
Newman/Gustine Comm Center					
BASE SALARY AND BENEFITS 4 Disp/PSAP MNGR	\$244,274	\$256,482	\$269,273	\$282,374	\$296,898
OVERTIME	\$10,000	\$10,500	\$11,025	\$11,576	\$12,155
TELEPHONE	\$17,000	\$18,000	\$19,000	\$20,000	\$21,000
EQUIPMENT (Note 1)	\$17,500	\$17,500	\$17,500	\$17,500	\$17,500
EQUIPMENT REPAIR	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
EQUIPMENT RENTAL	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
MEMBERSHIPS/SUBSCRIPTIONS	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
TRAINING	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
OFFICE SUPPLIES	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
IT SERVICES	\$7,000	\$7,700	\$8,470	\$9,317	\$10,249
Total	\$305,774	\$320,182	\$335,268	\$350,767	\$367,802
Total	\$305,774	\$320,182	\$335,268	\$350,767	\$367,802
Gustine Costs	\$101,823	\$106,621	\$111,644	\$116,805	\$122,478
Newman Total Costs	\$203,951	\$213,562	\$223,624	\$233,962	\$245,324
Subtract Current allocation Revenue (Clerk + Lt)	\$81,261	\$83,293	\$85,375	\$87,509	\$89,697
Newman Actual New Costs	\$122,690	\$130,269	\$138,249	\$146,452	\$155,627
Note: Expense Numbers based on 9% increase per year for County Comm and 4% per year for Gustine with Turlock					
Note 1: Dispatch console radio equipment over 5 years					

Equipment Needs and Costs

	A	B	C	D	E
1					
2	Equipment	Newman with Oakdale	Newman with Gustine	Newman with Turlock	Newman with SR911
3					
4	Telecommunications (Annual Costs)	\$17,000	\$11,390	\$11,000	\$17,000
5	Dispatch Consoles (Note 1)	N/A	Pd by State (note 2)	N/A	N/A
6	Radio Console	N/A	In Ops Budget	N/A	N/A
7	Server	\$3,500	\$2,345	Built into contract	N/A
8	Antennas/Including Installation	\$20,000	\$40,000	\$20,000	N/A
9	Radio Equipment	N/A	\$20,000	\$24,500	N/A
10	Site Prep	\$10,000	\$10,000	\$10,000	N/A
11	2 Position CAD	\$35,000	\$23,450	Built into contract	N/A
12	New 800 mhz trunk	N/A	\$5,000	N/A	N/A
13	Pre Hire Costs Dispatchers	N/A	\$2,680	N/A	N/A
14	First Year Equipment Costs	\$68,500	\$103,475	\$54,500	\$0
15	Dispatch Proposal	\$181,500	\$0	\$196,000	\$175,490
16					
17	Operating Costs New (Newman)Note 2	\$198,500	\$203,951	\$207,000	\$192,490
18					
19					
20	FY 09/10 Equipment plus Operations	\$267,000	\$307,426	\$261,500	\$192,490
21					
22	Note 1: State has authorized two position PSAP with estimated value of \$150,000				
23	Note 2: Assumes reallocation of positions already being funded				
24					
25	FY 10/11 costs (Newman)	\$278,000	\$213,562	\$272,520	\$209,284
26					
27	FY 11/12 Costs (Newman)	\$290,440	\$223,624	\$284,981	\$228,590
28					
29	FY 12/13 Costs (Newman)	\$304,378	\$233,962	\$298,940	\$250,633
30					
31	FY 13/14 costs (Newman)	\$319,873	\$245,324	\$314,458	\$275,660
32					
33	Radio Infrastructure (within 5 Years)	\$0	\$0	\$0	\$103,475
34					
35	Total 5 year costs (Newman)	\$1,459,690	\$1,223,898	\$1,432,398	\$1,260,131
36					
37	Note: Newman costs include reallocation of personnel based on upgrades in technology for reduced overall costs				
38	Note: Newman costs on Telecommunications, Server, and CAD are based on 67% as Gustine assumes one third of those new costs				

ATTACHMENT D
Direct SR911 Costs for Newman

FY 00/01	\$39,140
FY 01/02	\$91,992
FY 02/03	\$82,635
FY 03/04	\$91,426
FY 04/05	\$93,005
FY 05/06	\$123,656
FY 06/07	\$122,723
FY 07/08	\$133,129
FY 08/09	\$160,800
FY 09/10	\$175,490 (projected)

Note: These costs do include indirect costs such as T1 lines, CLETS access, mobile air cards, etc that are estimated at \$17,000 additional for FY 08/09

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **10.f**
City Council Meeting
of January 13, 2009

**APPROVING RESOLUTION AUTHORIZING FEES RELATED TO ANIMAL CONTROL SERVICES
PROVIDED BY THE POLICE DEPARTMENT**

RECOMMENDATION:

Staff recommends the City Council:

Adopt Resolution No. 2008-XX, a resolution establishing fees related to animal control services provided by the police department.

BACKGROUND:

Prior to January 1, 2009 animal control services were provided under contract with Stanislaus County Animal Services. All fees and fines were established by the Stanislaus County Board of Supervisors and all revenue remained with Stanislaus County. Now that animal control services are provided by the Police Department it is necessary that fees and fines be established for these services.

ANALYSIS:

The proposed fines and fees are the same amounts utilized by Stanislaus County. Our residents are accustomed to those amounts and provide consistency with the majority of animal control services provided in Stanislaus County. Additionally, staff reviewed a comparison study that was completed within the last year on numerous animal control agencies in California. Stanislaus County was included in that study and the fines and fee proposed are consistent with the study.

FISCAL IMPACT:

Based upon Stanislaus County statistics, Stanislaus County receives \$21,600.00 annually in revenue for City of Newman animals. Staff does not expect to initially receive this amount of revenue as it will take some time for all county animal licenses to expire and be renewed with the city. Into the second year the City of Newman should realize the full potential of revenue from consistent enforcement of animal ordinances as well as local licensing. This license and fine revenue will offset our expected annual expenses leaving the City of Newman with an anticipated annual animal control cost of \$17,400.00

ATTACHMENTS:

Attachment A: List of proposed animal control service fees and fines

CONCLUSION:

This staff report is submitted for City Council consideration and action. Staff recommends adoption of Resolution No. 2009- _____, a resolution approving fees and fines associated with animal control services provided by the Police Department.

Respectfully submitted,



Adam McGill
Chief of Police

REVIEWED/CONCUR:



Michael Holland
City Manager

ATTACHMENT A
Animal Control Fees and Fines

License Fee:

Unaltered Dog:

- \$150. – 1 year license
- \$250. – 2 year license
- \$350 – 3 year license

Altered Dog:

- \$12. per year

Voluntary Cat:

- \$12. per year

Delinquent Penalty:

- \$12.

NOTE: Persons over 60 years of age receive a 50% discount on license fees.

Impound Reclaim Fee:

- \$45. – First Impound
- \$65. – Second Impound (within 1 year)
- \$100. – Third Impound (within 1 year)
- \$133. – On call fee (after hours) First 2 hours

Livestock:

- \$100. – First Impound (large livestock)
- \$150. – Second and subsequent impounds
- \$60. – First impound (small livestock)

Quarantine Fee:

- \$50.

Daily Care, Feed, and Boarding:

- \$35. – First day
- \$15. – Each additional day

Microchip Fee:

- \$20.

Veterinary Care:

- Actual costs plus 15% administrative fee

Disposal/Owner Release Fee:

- \$30 – Owner release plus daily care, feeding, boarding fees for up to 4 days and/or disposal/euthanasia fee
- \$10 – Dead on arrival

Animal Disposal/Euthanasia:

- \$60. per animal

Trap Use:

- \$50. refundable deposit

Adoption Fee:

- Boarding, license, and any veterinary costs

Kennel License Fee (annually):

- \$100. – Hobby kennel
- \$150. – Breeder / Boarding / Training / Security kennels

Animal Control Violation Fines:

- Leash violation \$160.
- Trespass \$160.
- Animal noise \$160.
- Public nuisance \$160.
- License required \$250.
- License not affixed to dog \$15.
- Kennel license required \$250.
- No vaccination \$250.
- Abandonment \$160.
- Dead animal removal \$160.
- Potentially dangerous/vicious dog \$500.
- Appeal Fee \$150.

Date.: Jan 9, 2009
Time.: 12:16 pm
Run by: EMILY M. FARIA

CITY OF NEWMAN
CASH DISBURSEMENTS REPORT

Page.: 1
List.: NEW1
Group: PYCPDP

Ck #	Check Date	CK Amount	Vendor Name	Description
035170	01/01/09	111600.00	US BANK	HSA DEDUCTIBLE/2009
035171	01/05/09	709.82	BUSINESS CARD	SUPPLIES/GAVEL/MEALS/CAR RENTAL/DUES/AIRLINE FLIGH
035172	01/08/09	272.16	HILTON ORANGE COUNTY	LODGING/SLI TRAINING/RICHARDSON
035173	01/08/09	75.00	MODESTO CITY SCHOOLS/PLANNING	PLANG COMMISSIONER'S WORKSHOP/ALLAN/APPLEGATE/WALL
035174	01/08/09	200.00	RANDY RICHARDSON (NT)	PER DIEM/SLI 1/11/09-1/14/09/RICHARDSON
035175	01/09/09	894.47	ABBOTT & KINDERMANN, LLP	SHERMAN RANCH PROFESSIONAL SERV THRU 12/20/08
035176	01/09/09	95.81	AIRGAS NCN	INDUSTRIAL OXYGEN/ACETYLEN/WWTP
035177	01/09/09	10899.00	ANTHEM BLUE CROSS	HEALTH INSURANCE PREMIUM/FEB 2009
035178	01/09/09	143.96	AT&T	EMERGENCY DISPATCH LINE 12/7/08 TO 1/6/09
035179	01/09/09	560.01	AT&T/MCI	TELEPHONE SERVICE 12/1/08 TO 12/31/08
035180	01/09/09	27.86	AT&T LONG DISTANCE	LONG DISTANCE CHARGES/NOV 2008
035181	01/09/09	359.22	AT&T	T1 LINE AT PD/
035182	01/09/09	506.66	BASIC CHEMICAL SOL./INC.	185 GALLONS SODIUM HYPOCHLORITE/WELLS
035183	01/09/09	48905.56	BERTOLOTTI DISPOSAL	GARBAGE SERVICE/DEC 2008
035184	01/09/09	2041.85	BERTOLOTTI DISPOSAL	LANDFILL FEES.DEC 2008
035185	01/09/09	85.05	BOYLE ENGINEERING CORPORATION	2008 STREET REPAIRS ADDITIONAL SERVICES
035185	01/09/09	735.55	BOYLE ENGINEERING CORPORATION	GENERAL PLANNING SERVICES/DEC 2008
035186	01/09/09	3500.00	BUSH,ACKLEY,MILICH,HALLIN	LEGAL RETAINER FEES/DEC 08/JAN 09/HALLINAN
035187	01/09/09	225.00	NICK CANDEA	PER DIEM/NEW MAYORS & COUNCIL MEMBERS ACADEMY/CAND
035188	01/09/09	100.00	JEFF CARTER	PARKING LOT RENT/JAN 2009
035189	01/09/09	18.00	CATHOLIC DAUGHTERS	2009-2010 COMMUNITY CALENDAR LISTINGS
035190	01/09/09	234.00	CBA (ADMIN FEES)	DENTAL-VISION ADMIN FEES/JAN 2009
035191	01/09/09	1091.63	CENTRAL CALIFORNIA	CLEAN OUT MILLER DITCH PMA #17/06-2007
035192	01/09/09	71.71	CHEVRON	GASOLINE PURCHASES FOR DEC 2008

Date.: Jan 9, 2009
Time.: 12:16 pm
Run by: EMILY M. FARIA

CITY OF NEWMAN
CASH DISBURSEMENTS REPORT

Page.: 2
List.: NEW1
Group: PYCPDP

Ck #	Check Date	CK Amount	Vendor Name	Description
035194	01/09/09	1267.50	CONCINNITY, INC	MONTHLY IT SERVICES/JAN 2009
035195	01/09/09	778.38	CORBIN WILLITS SYS, INC.	SERVICE AND ENHANCEMENT FEES/JAN 2009
035196	01/09/09	33124.00	CSJVRMA	3RD QUARTER LIABILITY/WORKERS COMP/BUSINESS TRAVEL
035197	01/09/09	1565.00	DAVE PIRES	BACKFLOW TESTING/BACKFLOW REPAIRS
035198	01/09/09	225.00	ROBERTA DAVIS	PER DIEM/NEW MAYORS & COUNCIL MEMBERS ACADEMY/DAVI
035199	01/09/09	288.94	DIVERSIFIED RISK/HUB INTERNATI	LIABILITY INSURANCE PREMIUM/DEC 2008
035200	01/09/09	799.50	E&M ELECTRIC, INC.	TAIL WATER PUMP/BACKUP LIGHTS/REPAIRED TREE OUTLET
035201	01/09/09	4790.00	ENVIRO SIGNS, LTD	PO #09-42
035202	01/09/09	840.00	ENVIRONMENTAL TECHNIQUES INT	15 PRO OXIDIZER/WWTP
035202	01/09/09	915.00	ENVIRONMENTAL TECHNIQUES INT	15 PRO OXIDIZER/WWTP
035203	01/09/09	25.00	FLEX ONE/AFLAC	ADMIN FEES/URM/DEC 2008
035204	01/09/09	47.09	GARTON TRACTOR	DRAW BAR FOR TRACTOR/WWTP
035204	01/09/09	4866.85	GARTON TRACTOR	PO #09-47
035205	01/09/09	336.30	GCS ENVIRONMENTAL EQUIPMENT SE	2 GUTTER BROOM/STREET SWEEPER
035206	01/09/09	200.00	CELIA GONZALEZ	REFUND MEMORIAL BLDG DEPOSIT/C. GONZALEZ
035207	01/09/09	585.77	HEWLETT-PACKARD FINANCIAL SERV	HARDWARE LEASE/1/18/09 TO 2/17/09/PD
035208	01/09/09	313.68	HOGUE, FENTON, JONES & APPEL, I	EMPLOYMENT ADVICE & COUNSEL/NOV 2008
035209	01/09/09	318.90	IKON OFFICE SOLUTIONS	COPIER LEASE/CITY HALL 12/10/08 TO 1/09/09
035209	01/09/09	325.36	IKON OFFICE SOLUTIONS	COPIER LEASE/PD 12/25/08 TO 1/24/09
035210	01/09/09	300.96	IDEXX LABORATORIES, INC.	2 GAMMA IRRAD COLILERT/2 BOXES VESSELS/WATER DEPT
035211	01/09/09	1458.45	INFOSEND, INC	UTILITY BILL & LATE NOTICE MAILINGS/DEC 2008
035212	01/09/09	6276.00	JOE'S LANDSCAPING &	CLEAN-UP SERV/1961 PATRICK/437 RED LION/783 HAGERM
035213	01/09/09	368.63	JORGENSEN & COMPANY	REPAIRS/ANNUAL FIRE EXTINGUISHER SERVICE/FD
035213	01/09/09	417.67	JORGENSEN & COMPANY	FIRE EXTINGUISHER ANNUAL EXAM/REPAIRS/PD
035214	01/09/09	1500.00	JOSHUA HOLSAPPLE'S	200 TONS GYPSUM SPREAD/WWTP

Date.: Jan 9, 2009
Time.: 12:16 pm
Run by: EMILY M. FARIA

CITY OF NEWMAN
CASH DISBURSEMENTS REPORT

Page.: 3
List.: NEW1
Group: PYCPDP

Ck #	Check Date	CK Amount	Vendor Name	Description
035215	01/09/09	151.82	J.P. COOKE COMPANY	1000 STAINLESS STEEL DOG LICENSE TAGS
035216	01/09/09	1246.00	KAISER PERMANENTE	HEALTH INSURANCE PREMIUM/JAN/FEB 2009
035217	01/09/09	225.00	ED KATEN (NT)	PER DIEM/NEW MAYORS & COUNCIL ACADEMY/KATEN
035218	01/09/09	8700.00	KLEINFELDER, INC.	GEOTECHNICAL SERVICES/DOWNTOWN PLAZA THRU 11/30/08
035219	01/09/09	12740.34	LAWRENCE BACKHOW SERVICE	PROGRESS PAYMENT #1/SEWER LINE REPLACEMENT
035220	01/09/09	4012.35	LC ACTION POLICE SUPPLY	EXTREME LEVEL VESTS/D. HUTCHINS/J. HUTCHINS/RICHAR
035221	01/09/09	525.00	LEAGUE OF CALIF CITIES	REGISTRATION/NEW MAYORS & COUNCIL ACADEMY/CANDEA
035222	01/09/09	122.16	MALLARD EXPRESS AUTO	OIL CHANGE/TRANSMISSION SERVICE/FIRE DEPT
035222	01/09/09	1752.16	MALLARD EXPRESS AUTO	OIL CHANGES/BATTERY/BEARINGS/SPARK PLUGS/FUEL PUMP
035223	01/09/09	2180.09	NBS	ADMIN FEES/LMD 1/1/09 TO 3/31/09
035224	01/09/09	34.95	CRYSTAL GARCIA	SMOG CHECK/1993 FORD PICKUP
035224	01/09/09	34.95	CRYSTAL GARCIA	SMOG CHECK 1997 CHEV PICKUP
035224	01/09/09	34.95	CRYSTAL GARCIA	SMOG CHECK 1979 FORD
035224	01/09/09	34.95	CRYSTAL GARCIA	SMOG CHECK 2000 CHEVY PICKUP
035224	01/09/09	34.95	CRYSTAL GARCIA	SMOG CHECK 1992 FORD PICKUP
035225	01/09/09	45987.22	NTDSTICHLER ARCHITECTURE	PROFESSIONAL SERV/NOV 08/AQUATICS CENTER
035226	01/09/09	12.00	NUNES AUTO CARE	TIRE REPAIR/CHECY TAHOE
035227	01/09/09	1329.00	OPERATING ENGINEERS/	HEALTH INSURANCE PREMIUM/FEB 2009
035228	01/09/09	70.01	PACIFIC WATER RESOURCES	CASING GASKET
035228	01/09/09	166.31	PACIFIC WATER RESOURCES	2 ELECTRODES/2 ELECTRODE HOUSING RETROFIT ASSEMBLY
035229	01/09/09	660.00	CITY OF PATTERSON	VIDEO REIMBURSEMENT/DEC 2008
035230	01/09/09	200.00	DAVID PERRY	REFUND MEMORIAL BUILDING DEPOSIT/PERRY
035231	01/09/09	36134.36	P G & E	GAS AND ELECTRIC USAGE 11/1/08 TO 12/16/08
035232	01/09/09	200.00	ALFONSO PINONES	REFUND MEMORIAL BUILDING DEPOSIT/PINONES
035233	01/09/09	18.74	PIONEER DRUG	CUPS/BINDER/VHS TAPE

Date.: Jan 9, 2009
Time.: 12:16 pm
Run by: EMILY M. FARIA

CITY OF NEWMAN
CASH DISBURSEMENTS REPORT

Page.: 4
List.: NEW1
Group: PYCPDP

Ck #	Check Date	CK Amount	Vendor Name	Description
035234	01/09/09	213.95	PROFORCE LAW ENFORCEMENT	2 TASER BATTERIES/6 TASER CARTRIDGES/DP
035235	01/09/09	569.80	QUALITY CONTROL INSPECTION, IN	SPOT SOIL DENSITY SAMPLING/MOISTURE/TRAVEL TIME
035236	01/09/09	195.00	R&S ERECTION TRI COUNTY	REPAIRS TO ELECTRIC GATE/PD
035237	01/09/09	14.98	R-SAFE SPECIALTY	HARD HAT/SAFETY GLASSES
035238	01/09/09	62.68	RICHARD & CHAMBERS	CALENDARS/RECEIPT PAPER/COUNTERFIET PEN/ENVELOPES
035239	01/09/09	250.00	RANDY RICHARDSON (NT)	PER DIEM/CRITICAL INCIDENT RESPONSE TRNG/RICHARDSO
035240	01/09/09	517.63	SAFE-T-LITE	YELLOW PAVEMENT MARKER/EPOXY KIT/STREETS
035241	01/09/09	1121.00	SELF HELP ENTERPRISES	ADMIN FEES/LOAN SERVICING/NOV 2008
035242	01/09/09	770.47	SHARPENING SHOP	FILTER/IGNITION MODULE/FUEL LINE/BACKPACK BLOWER
035243	01/09/09	151.94	SIERRA DISPLAY, INC.	REPLACEMENT OF LIGHT BULBS/2008 HOLIDAY SEASON
035244	01/09/09	4146.46	SPORTS SUPPLY GROUP	YOUTH BASKETBALL UNIFORMS/ADULT BASKETBALL UNIFORM
035245	01/09/09	306.00	STATE OF CALIFORNIA	FINGERPRINTS/CHILD ABUSE/RECORD REVIEW/PD
035245	01/09/09	35.00	STATE OF CALIFORNIA	HAIR AND SKIN ANALYSES
035246	01/09/09	40201.00	STANISLAUS COUNTY	EMERGENCY DISPATCH/OCT-DEC 2008
035247	01/09/09	556.36	STAPLES CREDIT PLAN	HOLIDAY CARDS/PAPER/HP INK/TYPEWRITER RIBBON
035248	01/09/09	155.73	TRAVIS BORRELLI	PORTABLE RESTROOM RENTAL/SERVICE
035249	01/09/09	12.22	T.H.E. OFFICE CITY	TEXAS CALCULATOR/WATER DEPT
035249	01/09/09	11.21	T.H.E. OFFICE CITY	SHEARS AND SCISSORS
035250	01/09/09	165.00	BARBARA J. TOSTA	YOUNG AT HEART INSTRUCTOR/DEC 2008
035251	01/09/09	100.50	UNDERGRND SERV ALERT, INC	67 BILLABLE UNDERGROUND MESSAGES/11/30/08
035252	01/09/09	1969.71	UNITED RENTALS, INC	40FT BOOM TRUCK RENTAL/11/24/08 TO 12/04/08
035253	01/09/09	625.74	UNIFIRST CORPORATION	UNIFORM CLEANING/MAT RENTAL/TOWELS/DEC 2008
035254	01/09/09	431.71	USA BLUEBOOK	SOLBERG ELEMENT FILTER PAPER/CLAMP/SUCTION HOSE
035255	01/09/09	50.00	GEORGE VARGAS	VEH OPERATION FIRE/JAN 2009
035256	01/09/09	471.00	YANCEY LUMBER COMPANY	MOP/PAINT/MARKING PAINT/CONCRETE/LEVERSET/PADLOCKS

Date.: Jan 9, 2009
Time.: 12:16 pm
Run by: EMILY M. FARIA

CITY OF NEWMAN
CASH DISBURSEMENTS REPORT

Page.: 5
List.: NEW1
Group: PYCPDP

Ck #	Check Date	CK Amount	Vendor Name	Description
035257	01/09/09	57.81	GARCIA, JOSE	MQ CUSTOMER REFUND FOR GAR0097
035258	01/09/09	9.97	TAYLOR, ROBERT & JENNIFER	MQ CUSTOMER REFUND FOR TAY0006
Sub-Total:		----- 415116.48		
Grn-Total:		----- 415116.48		
Count:	102			

MINUTES
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
SPECIAL MEETING JANUARY 6, 2009
CITY COUNCIL CHAMBERS, 6:30 P.M., 1200 MAIN STREET

1. **Call To Order** - Mayor Katen 6:36 P.M.
2. **Pledge Of Allegiance.**
3. **Invocation** -Mayor Katen.
4. **Roll Call PRESENT:** Kelly, Davis, Martina and Mayor Katen
ABSENT: None
5. **Declaration Of Conflicts Of Interest** -None.
6. **Ceremonial Matters** - None
7. **Items from the Public - Non-Agenda Items** - None.
8. **Consent Calendar**
 - a. Waive All Readings Of Ordinances And Resolutions Except By Title.
 - b. Approval Of Warrants.
 - c. Approval Of Minutes Of The December 9, 2008 Regular Meeting.

ACTION: On Motion By Martina Seconded By Kelly And Unanimously Carried, The Consent Calendar Was Approved.

9. **Public Hearings** - None

10. **Regular Business**

- a. Interview And Appointment Of Council Member To Fill The Unexpired Term Of Council Member (Now Mayor) Katen (Term Expires November 2010).

The Council Interviewed Candidates Rosie Anaya, Don Alves, And Nicholas Candea. Candidate Scott Pasco Asked To Be Removed From Consideration.

ACTION: Following Interviews With Each Candidate, A Motion By Martina To Appoint Nicholas Candea Failed To Receive A Second.

ACTION: A Motion By Davis Seconded By Kelly To Appoint Don Alves To Fill The Unexpired Term Of Ed Katen Resulted In The Following Tie Vote: AYES: Kelly And Davis; NOES: Martina And Katen; ABSENT: None.

ACTION: On A Motion By Martina Seconded By Kelly And Unanimously Passed, The Council Agreed to Waive The Roberts Rules Of Order.

ACTION: A Motion By Martina Seconded By Katen To Appoint Nicholas Candea To Fill The Unexpired Term Of Ed Katen Resulted In The Following Tie Vote: AYES: Martina And Katen; NOES: Kelly And Davis; ABSENT: None.

ACTION: A Motion By Kelly Seconded By Katen To Appoint Nicholas Candea To Fill The Unexpired Term Of Ed Katen Was Carried By The Following Vote: AYES: Kelly, Martina And Katen; NOES: Davis; ABSENT: None.

City Attorney Hallinan Administered The Oath Of Office To Council Person Candea.

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

On Motion By Kelly Seconded By Candea And Unanimously Carried, Council Member Martina Was Appointed Mayor Pro Tem.

The Following Committee Assignments Were Also Made By The Council:

CITY COUNCIL COMMITTEE ASSIGNMENTS 2009-2010

1. Mayor Pro Tem - Martina
2. StanCOG - Katen/Martina(1 & Alternate)
3. The Alliance - Martina (1)
4. LAFCO City Selection Committee - Katen (1)
5. Stanislaus Mayor's Committee - Katen (1)
6. League Executive Committee - Martina (1)
7. School Liaison Representatives - Kelly And Martina (2)
8. Infrastructure Committee (Formerly WWTP Task Force) - Davis/Candea (1 & Alternate)
9. EDAC - Katen And City Manager (2)
10. Crows Landing Air Field/West Side Economic Development - Davis (1)
11. TOSCA - Kelly (1)
12. Solid Waste Task Force - Candea (1)
13. Chamber Of Commerce - Davis (1)
14. West Side Theatre Liaison - Katen/Kelly (1 & Alternate)

15. Public Utilities Committee (Formerly CATV Committee) – Candeia, Kelly, And City Manager (2 Council Member & 1 Citizen Or Staff Member)
16. Public Safety Committee – Katen/Martina(1 & Alternate)
17. Countywide Disaster Council - Katen (1)
18. San Joaquin Valley Air Pollution Control District Special City Selection Committee - Kelly (1)

11. Items From The City Manager And Staff.

City Manager Holland Mentioned To The Council That The Stanislaus County Board Of Supervisors Will Be Reviewing Our Sphere Of Influence Within The Next Week And That LAFCO Will Be Reviewing Our Sphere And Our Municipal Services Later In The Month. Holland Informed The Council That The State Has Withdrawn \$300,000 Grant Funding Designated For The Hill Park Due To The Budget Crisis. Holland Went On To Inform The Council That We Have Contacted Our Elected State Representative's Office Regarding The Matter And That The City Will Continue To Monitor The States Budget Situation. Holland Explained That The Neighborhood Stabilization Plan Monies Were Still Available. Holland Asked The Council To Schedule A Workshop From 9:00 A.M. To 12:00 P.M. On January 24th To Present The Council With One, Three And Five Year Plans For Each Department.

Public Works Director Reynolds Introduced Himself And Updated The Council On The Status Of The Sewer Line Replacement Project, The Fall Leaf Pickup, And The Landscaping Along Upper Road.

Recreation Supervisor Heiberger Informed The Council That The Youth Basketball Season Starts On The Upcoming Saturday.

12. Items From City Council Members.

Council Member Kelly Mentioned That Staff Had Done A Good Job Removing Graffiti Along Upper Road.

Council Member Davis Stated That She Was Pleased With The Clean Up Of The Junked Cars Within The City.

Mayor Katen Pointed Out That The Police Department Represented The City Very Well While Leading The T.J. Gonzales Funeral Procession And Stated That He Thought It Was A Great Show Of Support.

Council Member Candeia Thanked The Council For The Appointment.

13. Adjournment.

ACTION: On Motion By Martina Seconded By Kelly And Unanimously Carried, The Meeting Was Adjourned At 8:46 P.M.

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **10.a.**
City Council Meeting
of January 13, 2009

REPORT ON NEWMAN WOMAN'S CLUB REQUEST

RECOMMENDATION:

Staff recommends that Council determine an appropriate rental fee (if any) for Newman's Woman's Club use of the Louis J. Newman building.

BACKGROUND:

As the City received the annual calendar request from the Newman's Woman's Club, it was discovered that the club was currently using the building free of charge. In an effort to recover the cost of providing utilities and services, staff notified the club that an \$8.00 per hour fee will be charge beginning on January 1, 2009. In December, staff met with members of the club to discuss the letter.

During the meeting, members of the Club presented information they believe supports their contention that the City agreed to allow use of the building. Unfortunately, staff can not find any official record of a Council action granting free use to the Club.

ANALYSIS:

Upon reviewing City Council minutes, staff was unable to locate an official Council action with respect to 'free use' of the Louie J. Newman building. Upon reviewing the cost of providing utilities and services to the building, staff indicated that \$8.00 an hour was a fair and reasonable rate for this local non-profit organization.

FISCAL IMPACT:

Undetermined.

CONCLUSION:

During these economic times, it is important for the City to try and recover all costs associated with providing non-essential services. Since staff has been unable to locate an official city action with respect to 'free use' of the Louie J. Newman building, staff respectfully requests Council determination.

Respectfully submitted,



Michael Holland
City Manager



Newman Woman's Club

P. O. Box 464
Newman, CA 95360

December 29, 2008

Michael Holden, City Manager
City of Newman
P. O. Box 767
Newman, California 95360-0787

RE: Rental request by the City of Newman

Dear Mr. Holden:

Based on the City of Newman's letter of December 10, 2008, requiring the Newman Woman's Club to begin paying a rental fee of \$8.00 per hour (\$24.00 per meeting) for use of the L. J. Newman Building for their monthly meeting, and based on the meeting of four Woman's Club members and you on December 23, 2008, the Newman Woman's Club requests a meeting with the Newman City Council on January 13, 2009.

Prior to the \$10,000.00 donation made by the Newman Woman's Club to the City of Newman for the enlargement of the building's kitchen, the Newman Woman's Club requested on December 3, 1982, that the Club receive one free meeting per month for the donation. On September 12, 1983, a note from Mayor Carlson was read at a club meeting stating, on behalf of the City, the building would be rent free to the Club. Thank you for distributing copies to the Mayor and City Council members the club's minutes, dealing with the L. J. Newman Building, club years 1974 - 1983, including the original minutes dated September 12, 1983, where the note from Mayor Janet Carlson thanked the club for the \$10,000.00 donation and offered the use of the building rent free to the club, also the resolution from the City of Newman presented to the club on its 100th anniversary, April 7, 2008, which highlights the many accomplishments of the club and contributions to the City of Newman.

The Newman Woman's Club requests the City of Newman continue to honor the promise made in 1983 for rent free privileges in the L. J. Newman Building for their monthly meetings.

Sincerely,

June Spaulding, President
Newman Woman's Club

Sept. 12, 1983

The regular meeting of the Newman Woman's Club was called to order by president Pat Morgan at 1:40 p.m. in the Lewis Newman Bldg.

program

The salute to the flag was given.

In the absence of the program chairman, the president introduced Mike Galas of Leprino Cheese who gave the background & present status of Leprino. Mr. Leprino arrived in America in 1917 from Italy - a penniless immigrant. His company is now the world's largest producer of Italian Cheese in the world. Mr. Galas left generous samples of several of the cheeses produced by the company.

minutes

The minutes of the June meeting, June & Aug. executive board meetings were read & approved.

treasurer's report

Dotty Mulkey gave the ^{treasurer's} yearly report. She also ^{approved} gave the monthly report which shows a balance of \$404.03 in the checking acct and \$1,083.90 in the savings acct making a total of \$1,487.93. It was noted that the 82-83 \$100⁰⁰ had not been sent to the AFS as yet. It was ordered done.

Ora McNeil, financial secretary reported that there was \$25.97 in petty cash.

Corres.

A note from Mayor Janet Carlson thanked the Woman's Club for the \$10,000 donation to the h.s. Newman Bldg fund. On behalf of the City she offered use of the building rent free to the club -

The Newman - Gustine Chambers of Commerce wrote requesting a \$30⁰⁰ donation for a trophy for the Band Review & Field Show coming up on Oct 15. A motion was made by Paula Davis that the \$30⁰⁰ be given to the sponsoring Co. of C contingent

NEWMAN WOMAN'S CLUB

MINUTES DEALING WITH THE
L.J. NEWMAN BUILDING
CLUB YEARS: 1974 - 1983

MAY 5, 1975

“There was a discussion, too, on the possibility of using the club's \$4,000 time certificate to add a room to the center”

FEBRUARY 1, 1976

“The Board asks for discussion regarding using money from the sale of the Community Hall to build a room at Louis Newman Center to house a larger kitchen”

NOVEMBER 1, 1976

“Enlargement of the Memorial Bldg – Paula Davis reported the City of Newman will draw up plans and get costs for addition of room and enlargement of kitchen. When this information is available, civic organizations will be solicited for meaningful contributions. A special rent free use arrangement to be considered for such contributing organizations”

JANUARY 27, 1977

“Paula Davis reported that city plans for enlargement of the Newman Memorial building are temporarily tabled until Federal programs are initiated. Hopefully in the not too distant future.

MAY 15, 1978

“Mrs. Ben Arnhold is willing to approach the Newman Family for money to improve the Louie J. Neman center if and when the preliminary planning is done.”

JUNE 5, 1978

“In regards to enlarging the Louis Newman Hall it has been learned that the Newman Family are not interested in helping financially. The President asked the clubs pleasure in regards to trying to get the project going”

SEPTEMBER 15, 1980

“Unfinished business – it was announced that building plans for the enlargement of the kitchen in the L.J. Newman Hall had been approved. The area will be approximately 10’ by 20’ at a cost of \$16,000”

MARCH 2, 1981

“Unfinished business – President Morgan to contact David Silveira for estimate on enlargement of the building – or letter to the Mayor regarding estimate to be sent. Upon the recommendation of the executive board it was moved and seconded and carried to pledge a minimum of \$8,000 to the enlargement of the L.J. Newman building”

OCTOBER 5, 1981

“A recommendation that an Ad Hoc committee be formed to attend all City Council meetings when expansion of the Lewis Newman Center is on the agenda. The president appointed Wade, Powell, Morgan and Asselstine to the committee pending approval of Club members. At least two of the four are to attend the designated meetings.”

FEBRUARY 1, 1982

“Julia Asselstine reported for the Ad Hoc committee. The City of Newman applied for funds for the enlargement of this building but funds are not available for this year. W.C. (Woman’s Club) has a minimum of \$8,000 earmarked for this project”

APRIL 5, 1982

“Discussion was held regarding placing the \$8,000 earmarked for the enlarging of the .J. Newman building in general fund. No action taken”

MAY 2, 1983

“Motion was made, seconded and carried to transfer the \$10,000 the Woman’s Club voted for the L.J. Newman Center Bldg addition to the Building Fund Committee Fund. The money will be transferred as soon as the two Time Certificates at Deposit are due in June and July”

JUNE 20, 1983

“Paula Davis will keep one certificate(Time Share Certificate) until it matures in July. Then the N.W.C. (Newman Woman’s Club) will make the \$10,000 donation to the Louis Newman Building fund a fact. At that time we will remind the City that we are to have one meeting monthly without charge”

SEPTEMBER 12, 1983

“A note from Mayor Janet Carlson thanked the Woman’s Club for the \$10,000 donation to the L.J. Newman Bldg Fund. On behalf of the City she offered use of the building rent free to the club”

ADOPTION OF RESOLUTION ADOPTING NEW WATER DEPOSIT AND FEES

RECOMMENDATION:

It is recommended that the Newman City Council:

Adopt Resolution No. 2008-XX, approving new water deposits and fees.

BACKGROUND:

This resolution establishes an increase in the Residential Utility Deposit with the intent of providing the city security for payment of final and unpaid bills incurred for utility services. With the increase in utility rates the current deposit of \$50.00 does not fully cover the average amount of one months billing. Currently, Staff is sending approximately \$35,000 a year in delinquent accounts to the collection agency. Once a delinquent account is submitted to the collection agency, the City loses half the amount due. By increasing the amount of the deposit staff intends to decrease the amount of unpaid bills sent to collections.

ANALYSIS:

The increased utility deposit will be required from all new customers who apply for residential services. Under normal circumstances, utility deposits shall be paid in full before the establishment of utility services.

New Customers who apply for Residential service will be required to post a \$150.00 Utility Deposit. Current customers' deposits will not be increased with the exception of their account becoming delinquent and resulting in discontinued services. Customers, who have had their service disrupted, may re-establish services only in the event that the customer pays all delinquent bills and makes said cash deposit. Upon the disconnection of the utility services, any balance of such deposit shall be returned to the applicant without interest.

The deposit will also be refunded, without interest, if the applicant has, as determined by the Finance Officer, a good payment record for the 18-month period immediately preceding.

New Customers who apply for utility services shall pay a nonrefundable activation fee in the amount of \$25.00. This charge shall be assessed and collected on the first utility bill issued to the new utility billing account. This activation fee is not transferable to a different location within the City. This fee will cover staff time to process the customer's application and to start services.

FISCAL IMPACT:

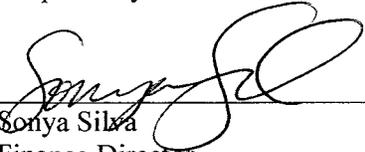
With the increase in the Residential Utility Deposit, Staff anticipates a significant decrease in unpaid debt. This will decrease the amount submitted to the Collection Agency. Also, the activation fee will offset some of the costs associated with Staffs time in processing and starting utility services.

CONCLUSION:

Due to a dramatic increase in foreclosures and the number of delinquent accounts in recent years, paired with the increase in utility rates, it is fiscally responsible and appropriate that the City Council increase the amount required for the utility deposit.

Agenda Item: **10.b.**

Respectfully submitted:



Sonya Silva
Finance Director

Reviewed/Concur



Michael E. Holland
City Manager

RESOLUTION NO. 2009-

ADOPTION OF RESOLUTION ADOPTING NEW WATER DEPOSIT AND FEES

WHEREAS, it has been determined that Ordinance 11.05.020 requires the utility deposit be set by resolution; and

WHEREAS, the purpose of a new deposit and fess is to ensure payment for the use of utilities furnished by the City; and

IT IS HEREBY RESOLVED by the City Council of the City of Newman the adoption of the Utility Deposit of \$150.00 and the Activation Fee of \$25.00; and

IT IS FURTHER RESOLVED, that the said deposit and fees may be modified periodically; now therefore,

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 13th day of January, 2009 by Council Member _____, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

Deputy City Clerk

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **10.c.**
City Council Meeting
of January 13, 2009

ACCEPT PROPOSAL FOR SERVICES TO UPDATE IMPROVEMENT STANDARDS AND SPECIFICATIONS TO BOYLE ENGINEERING CORPORATION

RECOMMENDATION:

It is recommended that the City Council accept the proposal for services to update the City of Newman Improvement Standards and Specifications to Boyle Engineering Corporation for an amount not to exceed \$20,000.00.

BACKGROUND:

A review of the Improvement Standards and Specifications (Standards) reveals a need to bring them up to current development and construction standards of the industry. The current Standards were last updated in 1989, and do not meet the needs of the City. The update will include the development of new Standards for the City. The new Standards will provide sections for requirements for improvement plan submittals, department review, traffic control, streets, lighting, water, sanitary sewer, storm drainage, and miscellaneous items related to public works improvements.

The Public Works Department has received a proposal for services to update the City of Newman Improvement Standards and Specifications from Boyle Engineering Corporation (City Engineer). The work includes development of new Improvement Standards and Specifications as detailed in attachment "A".

ANALYSIS:

One proposal was submitted for this project from the City's contract engineer (see attachment A). This type of work is best performed by the City Engineer due to their expertise and experience in this field. In addition, it is recommended that a licensed civil engineer prepare and certify the Standards. Boyle Engineering Corporation is the City's Engineer and the Standards are being prepared by a licensed civil engineer with the firm.

The public Works Director has reviewed the proposal and has found the proposal to be in proper order.

The City has \$20,000.00 available in the sewer and water capital funds to move forward with the update of the Standards.

FISCAL IMPACT:

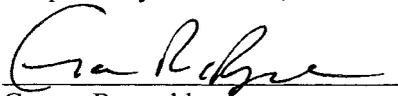
Proposal amount \$20,000.00

08/09 Mid-year budget amendment \$20,000.00

CONCLUSION:

Staff recommends that the Council accept the proposal from Boyle Engineering Corporation.

Respectfully Submitted,



Garner Reynolds
Director of Public Works

Reviewed/Concur



Michael E. Holland
City Manager

1120 West "I" Street, Suite C
Los Banos, CA 93635
TEL: (209)826-5155
FAX: (209)826-3307
www.boyleengineering.com

Employee Owned

Michael E. Holland
City Manager
CITY OF NEWMAN
1162 Main Street
Post Office Box 787
Newman, California 95360

December 12, 2008
00197.P1-3031

**Proposal for Engineering Service
Improvement Standards and Specifications**

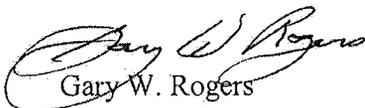
Dear Michael:

As discussed during our recent conversation and subsequent conversation with Mr. Reynolds, we have developed the attached proposal (Exhibit A) which describes the work, estimated cost and schedule for completing the updated improvement standards for the City of Newman. A copy of our current rate schedule (Exhibit B) is also enclosed along with two copies of the agreement. If all is in order, please sign and date both copies of the agreement, keep one copy for your files and return one copy to our office.

Thank you for the opportunity to provide this proposal for your consideration. Please call if you have any questions, require additional information or would like to discuss the proposal further.

Very truly yours,

Boyle Engineering Corporation



Gary W. Rogers
Managing Engineer/Principal

Enclosures: Agreement
Scope of Services - Exhibit A
Rate Schedule - Exhibit B

BOYLE*Engineering Excellence Since 1942*

1120 West "I" Street, Suite C
Los Banos, CA 93635
TEL: (209)826-5155
FAX: (209)826-3307
www.boyleengineering.com

Employee Owned

Michael E. Holland
City Manager
CITY OF NEWMAN
1162 Main Street
Post Office Box 787
Newman, California 95360

December 12, 2008
197.PI-3031

**Proposal for Engineering Service
Improvement Standards and Specifications**

Dear Michael:

Pursuant to your request, we are pleased to submit this proposal to develop new Improvement Standards and Specifications (Standards) for the City of Newman (City).

The scope of work for creation of the Standards is summarized as follows:

1. Develop the following sections which will include written text and standard details:
 - a. **General** – Information on purpose of standards, definitions, requirements for improvement plans and specifications, departmental review, shop drawings and submittals, construction review, record drawings and O&M manuals will be provided in this section.
 - b. **Traffic Control** – Information on traffic control and street closures will be provided in this section. Standard details for street and construction signs along with barricades will also be provided.
 - c. **Streets** – Design criteria for street geometrics, structural sections, pavement materials, curb, gutters and sidewalks, driveways, and alleys will be provided in this section. In addition, cross-sections for local, industrial, arterial and collector streets will be provided along with curb and gutter, sidewalk, driveway(s), alley approaches and curb ramp details.
 - d. **Lighting** – Design criteria for street lighting and electrolier installation details will be provided in this section.
 - e. **Water** – Design criteria for sizing water lines and determining valve and fire hydrant locations will be provided. In addition, acceptable pipeline materials, water service installation, installation of pipes, disinfection and testing of facilities will be covered.

Standard details for water services, backflow prevention devices, valves, fire hydrants, thrust blocks and trench details will also be provided.

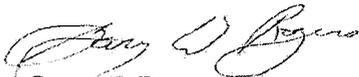
- f. **Sanitary Sewer** – Design criteria for sizing of sanitary sewer lines and manhole locating will be provided in this section. In addition, lift station and forcemain design criteria will also be provided along with cleaning, flushing and inspection criteria for lines. Standard details for manholes, cleanouts, services, pipe backfill and grease interceptors will also be provided.
 - g. **Storm Drainage** – Design criteria for sizing of collection systems, detention basins, pump stations and outlet facilities will be provided. In addition, acceptable pipeline materials, drainage inlets and manholes, installation of pipe and inspection of facilities will be covered. Standard details showing pipe backfill, manholes, and catch basins will also be provided.
 - h. **Miscellaneous** – This section will provide design criteria for construction of parking lots. Other miscellaneous items that do not generally fit within the other sections will also be added here.
2. Attend meetings with City staff as required to discuss and review the various sections of the Standards.
 3. Attend council meetings or informal meetings with council members to discuss the Standards.
 4. Provide the City with one final unbound set of the approved Standards.
 5. Provide the City with an electronic file of the approved Standards.

We estimated the cost of developing the Standards based on a man-hour evaluation for the various personnel classifications anticipated to be assigned to the project is \$20,000.00. We propose the work be performed on a time and material basis and anticipate providing a draft copy of the Standards to you within 20 working days of execution of the agreement.

Please call if you have any questions or require additional information.

Very truly yours,

Boyle Engineering Corporation



Gary W. Rogers
Managing Engineer/Principal

EXHIBIT B**BOYLE ENGINEERING
LOS BANOS OFFICE****CHARGE RATE SCHEDULE
(January 1, 2009 to December 31, 2009)**

CLASSIFICATION	HOURLY RATE RANGE
PRINCIPAL ENGINEER	\$160.00 - 210.00
PRINCIPAL SURVEYOR	\$ 130.00 - 160.00
SENIOR ENGINEER II	\$ 130.00 - 160.00
SENIOR ENGINEER I	\$ 110.00 - 130.00
ASSOCIATE ENGINEER	\$90.00 - 110.00
ASSISTANT ENGINEER II	\$ 70.00 - 90.00
ASSISTANT ENGINEER I	\$ 60.00 - 80.00
ENGINEERING ASSISTANT	\$ 70.00 - 90.00
DESIGNER/TECHNICIAN	\$ 65.00 - 100.00
CLERICAL	\$ 50.00 - 65.00
CADD SUPERVISOR	\$ 85.00 - 105.00
CADD OPERATOR	\$ 60.00 - 85.00
INSPECTOR	\$ 60.00 - 85.00
INSPECTOR	Under Merced and Stanislaus Counties Prevailing Wage Rates* Quotation
LAND SURVEYOR IN TRAINING (LSIT)	\$ 60.00 - 85.00
SURVEY TECHNICIAN	\$ 55.00 - 75.00
FIELD SURVEYS	HOURLY RATE
2-MAN SURVEY CREW	\$150.00
2-MAN SURVEY CREW	Under Merced and Stanislaus Counties Prevailing Wage Rates* Quotation
*Note: Job Specifications charge rates are dependent upon Prevailing Wage Rates set by the State Department of Industrial Relations pursuant to California Labor Code, Part 7, Chapter I, Article 2, Sections 1770, 1773 and 1773.01.	
GENERAL PROJECT EXPENSES Includes mail, telephone, fax, office photo copies, computers and mileage(except as noted)	8 % of Labor
MISCELLANEOUS CHARGES	
AUTO TRAVEL FOR CONSTRUCTION PHASE AND SURVEYING SERVICES	\$.60 per mile
REIMBURSABLE EXPENSES	Cost plus 12%

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into on the ____ day of December, 2008, by and between the CITY OF NEWMAN, hereinafter called "CLIENT," and BOYLE ENGINEERING CORPORATION, a California corporation, hereinafter called "BOYLE," as follows:

CLIENT engages BOYLE to perform professional services for a project known and described as developing new Improvement Standards and Specifications, hereinafter called the "PROJECT."

CLIENT and BOYLE, for mutual consideration, agree as follows:

1. **Scope of Services.** BOYLE agrees to provide and perform certain professional services for CLIENT in connection with the PROJECT as set forth in Exhibit "A" attached hereto and incorporated by this reference.
2. **Schedule.** BOYLE shall perform its services in accordance with the schedule set forth in Exhibit "A." CLIENT agrees that BOYLE shall not be responsible for delays which are due to causes beyond BOYLE'S reasonable control. In the case of any such delay, the time for completion of BOYLE'S services hereunder shall be extended accordingly.
3. **Compensation.**
 - a. **Fees.** CLIENT agrees to pay BOYLE as compensation for its services in accordance with the Standard Rate Schedule attached hereto and incorporated by this reference as Exhibit "B." Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. Should CLIENT dispute in good faith any portion of an invoice, CLIENT shall pay the undisputed portion as provided herein. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts wrongfully withheld or not paid within thirty days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorneys' fees or other costs incurred in collecting any delinquent amount shall be paid by CLIENT.
 - b. **Project Delay.** In the event that BOYLE'S services hereunder are delayed for a period in excess of six months due to causes beyond BOYLE'S reasonable control, BOYLE'S compensation shall be subject to renegotiation.
 - c. **Retention.** If any portion of BOYLE'S fee is held in retention, such amount shall be released within thirty days after completion of the corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.
 - d. **Partial Services.** In the event any portion of the work prepared or partially prepared by BOYLE is suspended, abandoned, or terminated, CLIENT shall pay BOYLE for the work performed on such portion on an hourly basis, not to exceed any maximum contract amount specified herein.
4. **Standard of Care.** In the performance of its professional services, BOYLE will use that degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties, express or implied, are made or intended in any of BOYLE'S proposals, contracts or reports. BOYLE shall be entitled to rely upon the accuracy of data and information provided by CLIENT or others without independent review or evaluation unless provided otherwise in Exhibit "A." BOYLE shall perform its services in connection with applicable laws, rules, regulations and standards that are in effect as of the date of this Agreement. If any changes occur in such laws, rules, regulations or standards that materially affect the scope of work or schedule of this Agreement, BOYLE'S compensation shall be renegotiated accordingly.
6. **Governmental Immunity.** In performing the services required under this Agreement, BOYLE is acting as an agent of CLIENT, subject to the general supervision and control of its governing body. As such, to the fullest extent permitted

by law, BOYLE shall be entitled to the same immunities and protections as any other government employee exercising discretion under all applicable statutes, regulations and judicial and administrative precedent. Notwithstanding the foregoing, BOYLE shall not be entitled to receive any other employee benefits from CLIENT and shall not have the authority to independently authorize the expenditure of CLIENT'S funds.

7. **Limitation of Liability.** In recognition of the relative risks and benefits of the PROJECT to the parties, CLIENT agrees to limit BOYLE'S liability for damages to CLIENT arising out of services performed hereunder to a sum not to exceed \$50,000 or BOYLE'S fee, whichever is greater.
8. **Instruments of Service.** All tracings, survey notes, machine-readable information and data ("CADD data") and other original documents are instruments of service and shall remain the property of BOYLE, except where by law or precedent these documents become public property.
9. **Reuse of Documents.** Documents, including drawings and specifications, prepared by BOYLE pursuant to this Agreement are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the PROJECT or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from BOYLE will be at CLIENT'S sole risk and without liability to BOYLE. Further, any and all liability arising out of changes made to BOYLE'S deliverables under this Agreement by CLIENT or persons other than BOYLE is waived as against BOYLE and the CLIENT assumes full responsibility for such changes unless CLIENT has given BOYLE prior notice and has received from BOYLE written consent for such changes.
10. **CADD Data.** CADD data delivered to CLIENT shall not include the professional stamp or signature of an engineer or architect. CLIENT agrees that BOYLE shall not be liable for claims, liabilities or losses arising out of, or connected with (a) the modification or misuse by CLIENT, or anyone authorized by CLIENT, of CADD data; (b) the decline of accuracy or readability of CADD data due to inappropriate storage conditions or duration; or (c) any use by CLIENT, or anyone authorized by CLIENT, of CADD data for additions to this PROJECT, for the completion of this PROJECT by others, or for any other project, excepting only such use as is authorized, in writing, by BOYLE. By acceptance of CADD data, CLIENT agrees to indemnify BOYLE for damages and liability resulting from the modification, use or misuse of such CADD data.
11. **Staff Supplement.** Employees of any entity that is a direct or indirect affiliated entity with BOYLE may assist BOYLE in the provision of services under this Agreement in accordance with the terms and conditions outlined herein. While employees of such an affiliated entity may provide services to CLIENT under this Agreement, this Agreement is between CLIENT and BOYLE, and thus, BOYLE shall remain responsible to CLIENT for the conformance of such services to the terms and conditions set forth herein.
12. **Fees and Permits.** CLIENT shall pay the cost of all fees, permits, bond premiums, title company charges, blueprints and reproductions in connection with the PROJECT and BOYLE'S services hereunder unless otherwise specified in Exhibit "A."
13. **Termination of Agreement.** In the event CLIENT fails to pay BOYLE within thirty days after an invoice is rendered, then CLIENT agrees that BOYLE shall have the right to consider said default a total breach of this Agreement and the duties of BOYLE under this Agreement terminated upon five days' written notice. This Agreement may be terminated by either CLIENT or BOYLE upon thirty days' written notice in the event of substantial failure of the other party to perform in accordance with the terms of this Agreement. CLIENT expressly agrees to hold BOYLE harmless from any liability arising out of BOYLE'S termination of its services hereunder due to CLIENT'S failure to perform and/or pay in accordance with the provisions of this Agreement. In the event of termination of this Agreement, CLIENT shall promptly pay BOYLE for all of the fees, charges and services performed by BOYLE in accordance with the compensation arrangements under this Agreement or on an agreed hourly basis.
14. **Dispute Resolution.** The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. In the event that any dispute cannot be resolved through direct

discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator who shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system, in which event all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party.

15. **Assignment.** Services provided under this Agreement are for the exclusive use of CLIENT. Neither CLIENT nor BOYLE shall assign its interest in this Agreement without the written consent of the other.
16. **Severability.** Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.
17. **Other Agreements.** There are no understandings or agreements except as herein expressly stated. Any purchase order issued by CLIENT for the services to be provided hereunder shall be deemed to have been issued for its own purchasing, accounting and other record-keeping purposes only and shall not be deemed to be a part of this Agreement or to modify or amend this Agreement in any way. This Agreement may only be modified by a writing signed by both parties.
18. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of California.

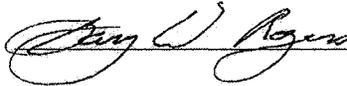
IN WITNESS WHEREOF, BOYLE and CLIENT have executed this Agreement this _____ day of December, 2008.

"BOYLE"

"CLIENT"

BOYLE ENGINEERING CORPORATION

CITY OF NEWMAN

By:  _____

By: _____

Title: Managing Engineer

Title: City Manager

License No.:32121

LIST OF EXHIBITS:

Exhibit "A" Scope of Services/Schedule

Exhibit "B" Compensation

EXHIBIT B

**BOYLE ENGINEERING
LOS BANOS OFFICE**

CHARGE RATE SCHEDULE
(January 1, 2009 to December 31, 2009)

CLASSIFICATION	HOURLY RATE RANGE
PRINCIPAL ENGINEER	\$160.00 - 210.00
PRINCIPAL SURVEYOR	\$ 130.00 - 160.00
SENIOR ENGINEER II	\$ 130.00 - 160.00
SENIOR ENGINEER I	\$ 110.00 - 130.00
ASSOCIATE ENGINEER	\$90.00 - 110.00
ASSISTANT ENGINEER II	\$ 70.00 - 90.00
ASSISTANT ENGINEER I	\$ 60.00 - 80.00
ENGINEERING ASSISTANT	\$ 70.00 - 90.00
DESIGNER/TECHNICIAN	\$ 65.00 - 100.00
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*Note: Job Specifications charge rates are dependent upon Prevailing Wage Rates set by the State Department of Industrial Relations pursuant to California Labor Code, Part 7, Chapter I, Article 2, Sections 1770, 1773 and 1773.01.	
GENERAL PROJECT EXPENSES Includes mail, telephone, fax, office photo copies, computers and mileage(except as noted)	8 % of Labor
MISCELLANEOUS CHARGES	
AUTO TRAVEL FOR CONSTRUCTION PHASE AND SURVEYING SERVICES	\$.60 per mile
REIMBURSABLE EXPENSES	Cost plus 12%

AWARD BID FOR THE PURCHASE OF A USED LOADER BACKHOE

RECOMMENDATION:

It is recommended that the City Council award the purchase of a used loader backhoe to Garton Tractor, Inc. for \$57,875.13.

BACKGROUND:

The Public Works Department currently has a 1965 Ford Model 555 Backhoe/Loader that has exceeded its life expectancy, experiencing an increase in maintenance and repairs, no longer meets the needs of the department and therefore is in need of replacement. This backhoe has experienced numerous hydraulic leaks, and is in need of an overhaul of the entire hydraulic system at a cost of approximately \$3,000. In addition, the repair and maintenance over the last three years is in excess of \$11,000, and parts are becoming increasingly difficult to find.

The new backhoe is a 2007 New Holland LB110 Tractor/Loader with an extendable dipper, 4-wheel drive, 6-in-1 multi-purpose bucket with forks, and 24" and 18" dipper buckets. The original selling price of the new backhoe was \$92,913.00, and purchasing the one-year old Tractor/Loader (395 hours) saved approximately \$35,000.00. The new Tractor/Loader allows the Public Works Department to operate more efficiently, for example; during fall brush removal the 6-in-1 bucket can pick up larger amounts of prunings without the need of an additional person to load the bucket, is able to utilize the forks on the 6-in-1 bucket in lieu of renting a forklift for material handling, and can dig deeper with the use of the extendable dipper.

The Public Works Department advertised for bids on December 11, 2008 for one used loader backhoe. The bid opening was held on December 22, 2008 at 2:00pm, and there was one responsible bidder.

ANALYSIS:

A total of 1 bid was submitted for this project. Garton Tractor, Inc. was the only responsible bidder with a bid in the amount of \$57,875.13.

The Public Work Director has reviewed the bid documents and has found the bid forms to be in proper order.

Garton Tractor, Inc. will allow the City to pay \$30,000.00 down this year, with the balance due in six months. The City has budgeted \$30,000.00 this fiscal year with the balance of \$27,875.13 to be budgeted in the 2009/2010 budget. The funds are budgeted equally (1/3) in the Street Maintenance, Sewer and Water funds.

FISCAL IMPACT:

Bid amount \$57,875.13 08/09 Budgeted amount \$30,000 09/10 Budget amount \$27,875.13

CONCLUSION:

Staff recommends that the Council award the bid to Garton Tractor, Inc.

Respectfully Submitted,


Garner R. Reynolds
Director of Public Works

Reviewed/Concur


Michael E. Holland
City Manager





Honorable Mayor and Members
of the Newman City Council

**PROVIDE DIRECTION FOR FUTURE EMERGENCY DISPATCH / 9-1-1 SERVICE
FOR THE CITY OF NEWMAN**

RECOMMENDATION:

Staff recommends the City Council direct staff to further research and prepare for the creation of a Joint Powers Authority (JPA) between the City of Gustine and the City of Newman for police dispatch and 9-1-1 service.

BACKGROUND:

Police dispatch and 9-1-1 service for the City of Newman is currently provided by Stanislaus Regional 911 Dispatch Center. Police dispatch and 9-1-1 service for the City of Gustine is currently provided by the Turlock Police Department. As budget constraints continue to profoundly impact law enforcement in general, it has become imperative for cities with mutual interests and services to combine resources to enhance public safety for their individual and combined communities. For this reason, the City of Newman has been reviewing alternative opportunities for police dispatch and 9-1-1 service. The following discussion will review the options and alternatives researched by staff.

In 1999, the City of Modesto and the County of Stanislaus entered into a Joint Exercise of Powers Agreement to form a regional dispatch center. This center was to establish a center that provides service for the City of Modesto, the unincorporated portions of Stanislaus County and all contract cities under contract with the Stanislaus County Sheriff's Department. Based on the language in the Joint Exercise of Powers Agreement the only members of the JPA are the County of Stanislaus and the City of Modesto. The City of Newman is not a member of the JPA but is covered under Section 4.1.4 of the JPA as "Persons not a party to this agreement." Essentially this means that the City of Newman contracts with the SR-911 center to provide dispatching services. The JPA does have a commission in which the City of Newman is a voting member. The commission consists of seven members with three being from Stanislaus County, three from the City of Modesto, and one from the City of Newman. Although this contract has served the City of Newman for many years, the continuing increase in costs with little to no ability to control these costs has necessitated the need to review alternatives.

In reviewing agenda item B-7 from the Stanislaus County Board of Supervisors Agenda of March 9, 1999, the police dispatch costs for the City of Newman were to be approximately \$39,104 for FY 00/01. This amount has increased steadily over the past several years to the point where the cost for FY 08/09 is just over \$160,000. The service delivered is essentially the same without any noticeable improvements. Based on figures from this agenda item, the operating costs of the dispatch center went from approximately \$5,000,000.00 (five million dollars) to \$8,000,000.00 (eight million dollars) over the past seven years.

Based on these costs increases, it is anticipated the City of Newman will incur costs of nearly \$250,000.00 annually within the next five years. It is also anticipated SR-911 will be switching from VHF radio channels to 700-800 mhz. radio frequencies within the next few years which will require the City of Newman to purchase new radio equipment anticipated at today's market price to be approximately \$100,000.00. Since the City of Newman is a "contract" city within the agreement, the City is required to operate under the cost sharing formula as determined by the actual members of the JPA, the City of Modesto and the County of Stanislaus. This arrangement does not provide for any costs containment and minimal at best say in the operation of the center.

ANALYSIS:

911 PSAP (Public Safety Answering Point) operations provide an essential lifeline to our residents during an emergency. Similarly, emergency dispatching provides a lifeline for first responders. In order to maintain these lifelines and to provide the most effective emergency response possible, it is critical the communications network be well designed, maintained, and managed.

Our location and its lack of proximity to other jurisdictions make us increasingly dependent on finding alternatives and cooperative efforts to accomplish our day-to-day tasks. This becomes even more important as radio traffic increases and officers are attempting to locate information without the ready availability of voice transmission. For example, on New Year's Eve 2008/2009, both current frequencies for Newman Police radio traffic were unavailable due to emergencies in other parts of the county for over eight hours. This lack of available radio frequencies relegated our police officers to sightseers and/or attempting police actions without a radio lifeline.

In this same framework, the ability to control the costs and financial viability of the City of Newman remains of utmost importance. Using the above factors as the basis for our "options" research, the following options have been identified. Please note each option has its benefits and drawbacks. An outline for each option follows:

Option #1. Remain with SR911

This option would be the simplest since it would not require any change on the part of the City of Newman. As a contract city, however, it would not allow the City of Newman to have local control over costs or operations as the JPA requires the "Member" cities to provide the cost sharing arrangement. As stated earlier, these costs are expected to increase steadily over the next few years with estimated costs of approximately \$200,000.00 dollars in the 2009/2010 fiscal year to approximately \$250,000.00 in the 2013/2014 fiscal year. Refer to attached spread sheets for delineated costs.

These costs for service also do not include any capital costs if the JPA moves to a different radio system over the next few years. Although the exact costs cannot be calculated at this time, it is anticipated to be approximately \$100,000 based on the types of radios and infrastructure that would be required.

Option #2. Contract with City of Turlock

This option would be advantageous to the City of Newman in that it would place the City of Newman and the City of Gustine on the same radio frequency. The City of Newman and the City of Gustine will also be operating on the same Records Management System and have the capability of data sharing as of early January, 2009. Due to our isolation from major metropolitan areas and numbers of personnel available, both cities have for years enjoyed a "handshake" agreement to provide backup services for each other in relation to police services. This has led to over 600 instances during the past year of officers from both agencies responding to the other city for either backup or complete handling of calls within the other jurisdiction.

The downside to this arrangement is the cost for this service would begin in FY 09/10 at approximately \$200,000 plus a need for approximately \$75,000 in infrastructure costs to include a radio repeater in Newman and 800 MHz radios for patrol vehicles and portables. Turlock's current contract with Gustine includes a 4% a year escalator. Similar to contracting with SR911, contracting with the City of Turlock would not provide any future cost containment or control over operations. Refer to attached spread sheets for delineated costs.

Option #3. Contract with City of Oakdale

This option involves an arrangement in which the City of Newman would contract with the City of Oakdale for dispatch services. The proposal received from the City of Oakdale was \$181,000 for dispatch services. In order to utilize these services, however, there would also be an additional first year costs of \$35,000.00 to place Newman on the same Computer Aided Dispatch System (CAD), \$20,000 for a radio voting receiver, and approximately \$12,000.00 annually for a T-1 line between Oakdale and Newman to carry voice and data circuits. Similar to contracting with SR911, contracting with the City of Oakdale would not provide any future cost containment or control over operations. Additional negatives to this arrangement include being on different radio frequencies from the Stanislaus County Sheriff's Department and Gustine PD, both of which provide back up to our police officers. Refer to attached spread sheets for delineated costs.

Option #4. Joint Powers Agreement with the City of Gustine

This option would involve forming a Joint Powers Authority between the City of Newman and the City of Gustine to provide dispatch services for the two cities. As has been stated previously, the two police departments work very closely and are the primary backup for each other on many calls. The two agencies cannot currently talk to each other on their respective primary radio channels, greatly jeopardizing the safety of the officers and residents on shared calls for service. This arrangement has been practiced without any significant consequences but we are just one incident away from a major catastrophe. There have been several drawbacks which often times make the response times slower or require multiple relayed radio calls to provide direction and need.

This option allows the dispatch center to be based locally and provides the citizens of Newman and Gustine with services provided for and by local people. A local dispatch center also facilitates communications for day-to-day business activities between dispatchers and those using the radios. Finally, the in-house arrangement provides for citizen's access to the police department during weekends, after-hours and holidays as there would now be a 24 hour presence by support staff.

This option provides the ability of the two cities to control costs by basing salaries, overhead and capital costs on a cost index more favorable to our communities rather than the cost index involved with living and working in a major metropolitan area. This option would also allow the reallocation of current personnel to provide additional savings to the city of Newman.

The proposed JPA would consist of two members of the Newman City Council, one member of the Gustine City Council, and the city managers from each city (3 for Newman and 2 for Gustine). Newman would contribute 67% of the operating budget, house the dispatch center, and provide operational management. Gustine would contribute 33% of the operating budget and assist in operational management. The proposed cost sharing arrangement is based upon the population of each city.

The State of California has been approached and we have received pre-approval from the State to form a new Public Safety Answering Point (PSAP) and are pre-approved for a two position dispatch center. The state essentially funds the E911 portion (both landline and mobile) and the agencies provide the radio costs. Attached to this report are the spread sheets showing the line item costs for this arrangement and the pre-approval letter from the State of California. These state funds are secured within a 9-1-1 fund that is not in jeopardy with the state's budget crisis.

One area of concern in this arrangement is the need to remain in contact with the Stanislaus County Sheriff's Department who operate on a different radio frequency. With current technology, the Newman/Gustine dispatch center would have the capability of patching channels together or using existing radios that would remain in our patrol vehicles which would allow our officers to continue to communicate.

FISCAL IMPACT:

The fiscal impacts of each option are noted above and in detail within the attached spreadsheets.

ATTACHMENTS:

Attachment A - Personnel Costs

Attachment B - Operating Costs Newman

Attachment C - Total first year costs including equipment

Attachment D – SR911 Actual costs FY 00-01 through FY 08-09

CONCLUSION:

There is no inexpensive answer for this community's dispatch needs. Dispatch and 9-1-1 service is an essential service the city must continue to provide. Staff believes the JPA option (#4) provides the best set of circumstances as it will move both Newman and Gustine onto the same radio channel and into a modernized, automated environment that provides efficient communications for all public safety requirements for the foreseeable future. This option has

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additional equipment costs for the first year and is comparable in costs for the other options. The advantage primarily rests in actual operations and control over our financial future. There is interest from another jurisdiction that may allow for additional cost savings by providing dispatch service for this agency. The JPA would be able to control costs and operations of the communications center. Placing Gustine and Newman on the same frequency greatly improves the safety of our residents and officers. The Police Department is confident the JPA is in the best interest of the City of Newman.

Respectfully submitted,



Adam McGill
Chief of Police

REVIEWED/CONCUR:



Michael Holland
City Manager

DISPATCH PA, SCHEDULES

PAY	A	B	C	D	E
Projected Salary Current Salary Schedule	\$2,642	\$2,774	\$2,912	\$3,050	\$3,211
PERS	\$660	\$693	\$727	\$762	\$802
SS	\$202	\$212	\$223	\$233	\$246
MEDICAL	\$960	\$1,008	\$1,058	\$1,111	\$1,167
Total Monthly Costs	\$4,464	\$4,687	\$4,921	\$5,156	\$5,426
Total Annual Costs	\$53,568	\$56,245	\$59,046	\$61,878	\$65,107
Hourly Rate	\$15	\$16	\$17	\$18	\$19
Costs for 3 Dispatchers	\$160,705	\$168,736	\$177,139	\$185,633	\$195,321
Reallocation Clerk to dispatch	\$53,568	\$56,247	\$59,059	\$62,012	\$65,113
PSAP Manager Lt.	\$30,000	\$31,500	\$33,075	\$34,729	\$36,465
Personnel Costs	\$244,274	\$256,482	\$269,273	\$282,374	\$296,898
Average Stanislaus/Merced Median	\$2,497	\$2,622	\$2,753	\$2,891	\$3,035
PERS	\$624	\$655	\$688	\$722	\$758
SS	\$191	\$201	\$211	\$221	\$232
Medical	\$960	\$1,008	\$1,058	\$1,111	\$1,167
Total Monthly costs	\$4,272	\$4,486	\$4,710	\$4,946	\$5,192
Total Annual Costs	\$51,261	\$53,826	\$56,516	\$59,347	\$62,306
Hourly Rate	\$14	\$15	\$16	\$17	\$18
Costs for 3 Dispatchers	\$153,782	\$161,478	\$169,547	\$178,041	\$186,917
Reallocation clerk to dispatch	\$51,261	\$53,824	\$56,515	\$59,341	\$62,308
PSAP Manager Lt.	\$30,000	\$31,500	\$33,075	\$34,729	\$36,465
Personnel Costs	\$235,043	\$246,802	\$259,138	\$272,111	\$285,691

**OPERATIONAL BUDGET
COMM CENTER**

COSTS	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014
Newman/Gustine Comm Center					
BASE SALARY AND BENEFITS 4 Disp/PSAP MNGR	\$244,274	\$256,482	\$269,273	\$282,374	\$296,898
OVERTIME	\$10,000	\$10,500	\$11,025	\$11,576	\$12,155
TELEPHONE	\$17,000	\$18,000	\$19,000	\$20,000	\$21,000
EQUIPMENT (Note 1)	\$17,500	\$17,500	\$17,500	\$17,500	\$17,500
EQUIPMENT REPAIR	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
EQUIPMENT RENTAL	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
MEMBERSHIPS/SUBSCRIPTIONS	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
TRAINING	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
OFFICE SUPPLIES	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
IT SERVICES	\$7,000	\$7,700	\$8,470	\$9,317	\$10,249
Total	\$305,774	\$320,182	\$335,268	\$350,767	\$367,802
Total	\$305,774	\$320,182	\$335,268	\$350,767	\$367,802
Gustine Costs	\$101,823	\$106,621	\$111,644	\$116,805	\$122,478
Newman Total Costs	\$203,951	\$213,562	\$223,624	\$233,962	\$245,324
Subtract Current allocation Revenue (Clerk + Lt)	\$81,261	\$83,293	\$85,375	\$87,509	\$89,697
Newman Actual New Costs	\$122,690	\$130,269	\$138,249	\$146,452	\$155,627
Note: Expense Numbers based on 9% increase per year for County Comm and 4% per year for Gustine with Turlock					
Note 1: Dispatch console radio equipment over 5 years					

Equipment Needs and Costs

	A	B	C	D	E
1					
2	Equipment	Newman with Oakdale	Newman with Gustine	Newman with Turlock	Newman with SR911
3					
4	Telecommunications (Annual Costs)	\$17,000	\$11,390	\$11,000	\$17,000
5	Dispatch Consoles (Note 1)	N/A	Pd by State (note 2)	N/A	N/A
6	Radio Console	N/A	In Ops Budget	N/A	N/A
7	Server	\$3,500	\$2,345	Built into contract	N/A
8	Antennas/Including Installation	\$20,000	\$40,000	\$20,000	N/A
9	Radio Equipment	N/A	\$20,000	\$24,500	N/A
10	Site Prep	\$10,000	\$10,000	\$10,000	N/A
11	2 Position CAD	\$35,000	\$23,450	Built into contract	N/A
12	New 800 mhz trunk	N/A	\$5,000	N/A	N/A
13	Pre Hire Costs Dispatchers	N/A	\$2,680	N/A	N/A
14	First Year Equipment Costs	\$68,500	\$103,475	\$54,500	\$0
15	Dispatch Proposal	\$181,500	\$0	\$196,000	\$175,490
16					
17	Operating Costs New (Newman)Note 2	\$198,500	\$203,951	\$207,000	\$192,490
18					
19					
20	FY 09/10 Equipment plus Operations	\$267,000	\$307,426	\$261,500	\$192,490
21					
22	Note 1: State has authorized two position PSAP with estimated value of \$150,000				
23	Note 2: Assumes reallocation of positions already being funded				
24					
25	FY 10/11 costs (Newman)	\$278,000	\$213,562	\$272,520	\$209,284
26					
27	FY 11/12 Costs (Newman)	\$290,440	\$223,624	\$284,981	\$228,590
28					
29	FY 12/13 Costs (Newman)	\$304,378	\$233,962	\$298,940	\$250,633
30					
31	FY 13/14 costs (Newman)	\$319,873	\$245,324	\$314,458	\$275,660
32					
33	Radio Infrastructure (within 5 Years)	\$0	\$0	\$0	\$103,475
34					
35	Total 5 year costs (Newman)	\$1,459,690	\$1,223,898	\$1,432,398	\$1,260,131
36					
37	Note: Newman costs include reallocation of personnel based on upgrades in technology for reduced overall costs				
38	Note: Newman costs on Telecommunications, Server, and CAD are based on 67% as Gustine assumes one third of those new costs				

ATTACHMENT D
Direct SR911 Costs for Newman

FY 00/01	\$39,140
FY 01/02	\$91,992
FY 02/03	\$82,635
FY 03/04	\$91,426
FY 04/05	\$93,005
FY 05/06	\$123,656
FY 06/07	\$122,723
FY 07/08	\$133,129
FY 08/09	\$160,800
FY 09/10	\$175,490 (projected)

Note: These costs do include indirect costs such as T1 lines, CLETS access, mobile air cards, etc that are estimated at \$17,000 additional for FY 08/09

Honorable Mayor and Members
of the Newman City Council

**APPROVING RESOLUTION AUTHORIZING FEES RELATED TO ANIMAL CONTROL SERVICES
PROVIDED BY THE POLICE DEPARTMENT**

RECOMMENDATION:

Staff recommends the City Council:

Adopt Resolution No. 2008-XX, a resolution establishing fees related to animal control services provided by the police department.

BACKGROUND:

Prior to January 1, 2009 animal control services were provided under contract with Stanislaus County Animal Services. All fees and fines were established by the Stanislaus County Board of Supervisors and all revenue remained with Stanislaus County. Now that animal control services are provided by the Police Department it is necessary that fees and fines be established for these services.

ANALYSIS:

The proposed fines and fees are the same amounts utilized by Stanislaus County. Our residents are accustomed to those amounts and provide consistency with the majority of animal control services provided in Stanislaus County. Additionally, staff reviewed a comparison study that was completed within the last year on numerous animal control agencies in California. Stanislaus County was included in that study and the fines and fee proposed are consistent with the study.

FISCAL IMPACT:

Based upon Stanislaus County statistics, Stanislaus County receives \$21,600.00 annually in revenue for City of Newman animals. Staff does not expect to initially receive this amount of revenue as it will take some time for all county animal licenses to expire and be renewed with the city. Into the second year the City of Newman should realize the full potential of revenue from consistent enforcement of animal ordinances as well as local licensing. This license and fine revenue will offset our expected annual expenses leaving the City of Newman with an anticipated annual animal control cost of \$17,400.00

ATTACHMENTS:

Attachment A: List of proposed animal control service fees and fines

CONCLUSION:

This staff report is submitted for City Council consideration and action. Staff recommends adoption of Resolution No. 2009- _____, a resolution approving fees and fines associated with animal control services provided by the Police Department.

Respectfully submitted,



Adam McGill
Chief of Police

REVIEWED/CONCUR:



Michael Holland
City Manager

ATTACHMENT A
Animal Control Fees and Fines

License Fee:

Unaltered Dog:

- \$150. – 1 year license
- \$250. – 2 year license
- \$350 – 3 year license

Altered Dog:

- \$12. per year

Voluntary Cat:

- \$12. per year

Delinquent Penalty:

- \$12.

NOTE: Persons over 60 years of age receive a 50% discount on license fees.

Impound Reclaim Fee:

- \$45. – First Impound
- \$65. – Second Impound (within 1 year)
- \$100. – Third Impound (within 1 year)
- \$133. – On call fee (after hours) First 2 hours

Livestock:

- \$100. – First Impound (large livestock)
- \$150. – Second and subsequent impounds
- \$60. – First impound (small livestock)

Quarantine Fee:

- \$50.

Daily Care, Feed, and Boarding:

- \$35. – First day
- \$15. – Each additional day

Microchip Fee:

- \$20.

Veterinary Care:

- Actual costs plus 15% administrative fee

Disposal/Owner Release Fee:

- \$30 – Owner release plus daily care, feeding, boarding fees for up to 4 days and/or disposal/euthanasia fee
- \$10 – Dead on arrival

Animal Disposal/Euthanasia:

- \$60. per animal

Trap Use:

- \$50. refundable deposit

Adoption Fee:

- Boarding, license, and any veterinary costs

Kennel License Fee (annually):

- \$100. – Hobby kennel
- \$150. – Breeder / Boarding / Training / Security kennels

Animal Control Violation Fines:

- Leash violation \$160.
- Trespass \$160.
- Animal noise \$160.
- Public nuisance \$160.
- License required \$250.
- License not affixed to dog \$15.
- Kennel license required \$250.
- No vaccination \$250.
- Abandonment \$160.
- Dead animal removal \$160.
- Potentially dangerous/vicious dog \$500.
- Appeal Fee \$150.