

AGENDA
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
REGULAR MEETING APRIL 28, 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 April 14, 2009 Regular Meeting And The April 21, 2009 Special Meeting.
9. Public Hearings
 - a. Adopt Resolution No. 2009- , A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.
10. Regular Business
 - a. Award Bid For Street Sweeping Services And Authorize City Manger To Execute A Contract For Services.
11. Items From District Five Stanislaus County Supervisor
12. Items From The City Manager And Staff.
13. Items From City Council Members.
14. Adjourn To Closed Session
 - a. Conference With Labor Negotiator - All Bargaining Groups- G.C. 54957.6.
 - b. Conference With Legal Council - Potential Litigation - One Case - G.C. 54956.9.
 - c. Public Employee Personnel Evaluation - City Manager - G.C. 54957.
 - d. Return To Open Session.
15. Adjournment.

Calendar of Events

April 27 - Two On Two Meeting With The School Board - 4:30 P.M.

April 28 - City Council - 7:00 P.M.

May 11 - Baseball Board Meeting - 6:00 P.M.

May 11 - NCLUSD Board Meeting - 7:15 P.M.

May 12 - City Council - 7:00 P.M.

May 14 - Recreation Commission - 7:00 P.M.

May 19 - Budget Workshop - 6:30 P.M.

May 20 - Mayors Meeting - 6:00 P.M. - Turlock

May 21 - Planning Commission - 7:00 P.M.

May 25 - Memorial Day

May 26 - City Council - 7:00 P.M.

May 27-30 - League Of California Cities Mayors & Council Members - Executive Forum &
Advanced Academy Workshop - San Diego

June 8 - NCLUSD Board Meeting - 7:15 P.M.

June 8 - Baseball Board Meeting - 6:00 P.M.

June 9 - City Council - 7:00 P.M.

June 11 - Recreation Commission - 7:00 P.M.

June 17 - Mayors Meeting - 6:00 P.M. - Modesto

June 18 - Planning Commission - 7:00 P.M.

June 23 - City Council - 7:00 P.M.

Date.: Apr 24, 2009
Time.: 9:46 am
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
035694	04/09/09	20.00	FRIENDS FOR SOPHIA'S DOG PARK	REGISTRATION RESCUE/FOSTER/ADOPTION SEMINAR/DAVIS
035695	04/15/09	87.00	UNITED STATES POSTMASTER	300 STAMPS/POLICE DEPT
035696	04/15/09	4329.00	BONANDER PONTIAC, INC	2 BIG TEX TRAILERS FOR HAULING LAWNMOWERS
035697	04/22/09	114.00	SAN JOAQUIN VALLEY AIR	DEMOLITION PERMIT/PIONEER PARK PATIO & BBQ
035698	04/24/09	15114.00	ANTHEM BLUE CROSS	HEALTH INSURANCE/MAY 2009
035699	04/24/09	120.92	ARROWHEAD MOUNTAIN SPRING	BOTTLED WATER/MARCH 2009
035700	04/24/09	938.80	AT&T MOBILITY	WIRELESS ACCESS/PD 1/3/09 TO 4/2/09/PD
035701	04/24/09	440.00	BJ'S CONSUMER'S CHOICE IN	PEST CONTROL SERVICES/3/27/09
035702	04/24/09	862.13	BUSINESS CARD	MEALS/FLASH DRIVE/PLUMBING/T-SHIRTS/POSTAGE/REGIST
035702	04/24/09	801.92	BUSINESS CARD	CARDS/LABELS/LITHIUM BATTERIES/CARWASH/MEALS/NOTAR
035703	04/24/09	32.52	CDW GOVERNMENT, INC	A/G TREND MICRO 2009/ANTI VIRUS/FIRE DEPT
035704	04/24/09	1680.00	COMPUTER TUTOR	COMPUTER CLASS FEES/FEB 2009
035705	04/24/09	1267.50	CONCINNITY, INC	MONTHLY CONTRACT IT SERVICES/MAY 2009
035706	04/24/09	16.10	ECONOMIC TIRE SHOP	FLAT REPAIR/PD CAR
035706	04/24/09	16.85	ECONOMIC TIRE SHOP	1 NEW TIRE/PW
035706	04/24/09	78.12	ECONOMIC TIRE SHOP	1 NEW TIRE/PW
035706	04/24/09	16.12	ECONOMIC TIRE SHOP	TIRE REPAIR AND PATCH/PW
035707	04/24/09	1603.50	ECO:LOGIC, INC	ON-CALL SERVICES/ASSISTANCE WITH WWTP QUESTIONS
035708	04/24/09	551.00	ENERPOWER	ELECTRIC ENERGY SERVICES 2/6/09 TO 3/09/09
035709	04/24/09	49.60	EMILY FARIA (NT)	UNREIMBURSED MEDICAL EXPENSE/FARIA
035710	04/24/09	319.09	GCS ENVIRONMENTAL EQUIPMENT SE	GUTTER BROOM
035711	04/24/09	2757.50	GDR ENGINEERING, INC.	ENGINEERING FEES/FRESNO STREET PROJECT
035712	04/24/09	620.50	GEOANALYTICAL LAB, INC.	BOD/TSS TESTING/BACTERIAL TESTING/MARCH 2009
035713	04/24/09	566.52	GOLDEN STATE IRRIGATION	COVER-ALLS/NOZZLE/SPRINKLERS/GLOVES

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CITY OF NEWMAN
CASH DISBURSEMENTS REPORT

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Ck #	Check Date	CK Amount	Vendor Name	Description
035715	04/24/09	272.16	HILTON ORANGE COUNTY	LODGING/SLI TRAINING/RICHARDSON/5/4 THRU 5/6/09
035716	04/24/09	20097.32	HOGUE, FENTON, JONES & APPEL, I	PROFESSIONAL SERVICES THRU 3/31/09
035717	04/24/09	145.57	HSBC BUSINESS SOLUTIONS	12 VOLT BATTERY/PANEL MOUNT/PSI 1.5" LIQUID
035718	04/24/09	321.87	IKON OFFICE SOLUTIONS	COPIER LEASE/CITY HALL/4/10/09 TO 5/09/09
035719	04/24/09	303.64	IDEXX LABORATORIES, INC.	20 PAK GAMMA IRRAD VESSELS/WATER DEPT
035720	04/24/09	6847.50	MARTIN CARVER, AICP	NEWMAN HOUSING ELEMENT PROFFESIONAL FEES
035720	04/24/09	654.34	MARTIN CARVER, AICP	NEWMAN DOWNTOWN PLAZA PROFESSIONAL SERVICES
035720	04/24/09	694.46	MARTIN CARVER, AICP	NEWMAN DOWNTOWN PLAZA REIMBURE DAVIS-KING ASSOC
035721	04/24/09	119.41	LEXISNEXIS MATTHEW BENDER	CA PENAL CODE 2009
035722	04/24/09	426.00	MODESTO BEE	NOTICE TO CONTRACTORS/WWTP EXPANSION AD
035723	04/24/09	283.21	NEWMAN S & S AUTO SUPPLY	AIR & OIL FILTERS/FUEL FILTERS/WATER PUMP
035724	04/24/09	445.48	CITY OF NEWMAN-PETTY CASH	POSTAGE/MEALS/SYMPATHY ARRANGEMENT
035725	04/24/09	425.21	NORMAC, INC.	18 FALCON ROTOR
035726	04/24/09	660.00	CITY OF PATTERSON	COUNCIL MEETING VIDEOING REIMBURSE/APRIL 2009
035727	04/24/09	130.00	LANCE PERRY (NT)	PER DIEM/CRWA 2009 EDUCATION EXHIBITOR EXPO/PERRY
035728	04/24/09	6694.18	PERFORMANCE COLLISION CENTER	COLLISION REPAIRS TO 2007 BUICK LACROSSE
035729	04/24/09	160.18	P G & E	NATURAL GAS PURCHASES 3/9/09 TO 4/08/09
035730	04/24/09	3594.90	PRECISION INSPECTION, INC	SANITARY SEWER REPLACEMENT PUBLIC WORKS INSPECTS
035731	04/24/09	75.00	LYDIA RENTERIA	REFUND MEMORIAL BLDG DEPOSIT/APOSTOLIC CHURCH
035732	04/24/09	200.00	RANDY RICHARDSON (NT)	PER DIEM/SLI TRAINING/RICHARDSON/5-04 THRY 5/06/09
035733	04/24/09	1251.45	RRM DESIGN GROUP, INC.	DOWNTOWN PLAZA/BALANCE ON INVOICE/PROFESSIONAL SER
035734	04/24/09	251.69	SAFE-T-LITE	REFACED 10 STOP SIGNS
035735	04/24/09	71.85	S.D. ELECTRIC, INC	REFUND ON WWTP EXPANSION PLANS/NO ELECTRICAL/SD EL
035736	04/24/09	1078.00	SELF HELP ENTERPRISES	ADMIN FEES/LOAN SERVICING/MARCH 2009
035737	04/24/09	96.00	STATE OF CALIFORNIA	FINGERPRINT APPLICATIONS

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CITY OF NEWMAN
CASH DISBURSEMENTS REPORT

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Ck #	Check Date	CK Amount	Vendor Name	Description
035738	04/24/09	199.51	STAPLES CREDIT PLAN	COPY PAPER/WALL FILE/DVD'S/STORAGE BOXES
035738	04/24/09	153.54	STAPLES CREDIT PLAN	1 HP TONER
035738	04/24/09	281.75	STAPLES CREDIT PLAN	HP COLOR INK TONERS
035738	04/24/09	208.84	STAPLES CREDIT PLAN	PAPER CLIPS/FILE FOLDERS/ENVELOPES/PD
035739	04/24/09	602.67	STOCKTON BLUE	10 COPIES SPECS & PLANS/WWTP EXPANSION
035739	04/24/09	569.73	STOCKTON BLUE	10 COPIES OF SPECS & PLANS/WWTP EXPANSION
035740	04/24/09	155.83	TRAVIS BORRELLI	PORTABLE RESTROOM RENTAL/SERVICE
035741	04/24/09	643.75	URBAN FUTURES, INC	REDEVELOPMENT PLAN AMENDMENT SERVICES/MARCH 2009
035742	04/24/09	1225.27	MATTOS NEWSPAPERS, INC.	NOTICE TO BIDDERS/BUSINESS CARDS/NOTICE OF PUB HEA
035743	04/24/09	50.00	WESTERN PACIFIC HOUSING	REFUND OF OVERPAYMENT OF BUSINESS LICENSE FEE
035744	04/24/09	4104.00	WEST STANISLAUS COUNTY	CITY SHARE OF 16 PROTECTIVE GEAR/FIRE DEPT
035745	04/24/09	1421.00	WINTON IRELAND INSURANCE	PUBLIC EMPLOYEE BOND RENEWAL 2009/2010
035746	04/24/09	918.46	YANCEY LUMBER COMPANY	WATER HEATER/BATTERIES/LUMBER/DUCT TAPE/CONCRETE
Sub-Total:		89157.47		
Grn-Total:		89157.47		
Count:	63			

MINUTES
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
REGULAR MEETING APRIL 14, 2009
CITY COUNCIL CHAMBERS, 7:00 P.M., 1200 MAIN STREET

1. **Call To Order** – Mayor Katen 7:04 P.M.
2. **Pledge Of Allegiance.**
3. **Invocation** – Council Member Martina
4. **Roll Call PRESENT:** Kelly, Davis, Candea, Martina and Mayor Katen
ABSENT: None

5. **Declaration Of Conflicts Of Interest** - None.

6. **Ceremonial Matters**

- a. Proclamation - Library Week.

Mayor Katen Presented The Library Week Proclamation To Barbara Pearson From The Newman Library.

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 March 24, 2009 Regular Meeting.
- d. Adopt Resolution No. 2009-22, A Resolution Approving The Sewer Line Replacement Project And Authorizing Ed Katen As Mayor, And Michael E. Holland, As City Clerk To Record A Notice Of Completion.

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

9. **Public Hearings**

- a. Adopt Resolution No. 2009-23, A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.

Mayor Katen Opened The Public Hearing At 7:09 P.M.

There Being No Public Comment Katen Closed The Public Hearing At 7:10 P.M.

ACTION: On Motion By Candea Seconded By Martina And Unanimously Carried, Resolution No. 2009-23, A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4, Was Adopted.

- b. Adopt Resolution No. 2009-24, A Resolution Authorizing The Police Chief To Apply To The United States Department Of Justice For The Edward Byrne Justice Assistance Grant In The Amount Of \$11,252.00.

Mayor Katen Opened The Public Hearing At 7:13 P.M.

There Being No Public Comment Katen Closed The Public Hearing At 7:14 P.M.

ACTION: On Motion By Kelly Seconded By Davis And Unanimously Carried, Resolution No. 2009-24, A Resolution Authorizing The Police Chief To Apply To The United States Department Of Justice For The Edward Byrne Justice Assistance Grant In The Amount Of \$11,252 Was Adopted.

10. Regular Business

- a. Introduction And Distribution Of Draft Housing Element Update For Council Review And Comment.

Assistant Planner Ocasio Presented The Draft Housing Element Update For Council Review And Comment.

ACTION: On Motion By Martina Seconded By Kelly, The Council Authorized The Introduction And Distribution Of The Draft Housing Element.

- b. Adopt Resolution No. 2009-25, A Resolution Authorizing The City Of Newman's Application For Grant Funds Under The State-Legislated Safe Routes To School (SR25) Program.

ACTION: On Motion By Candea Seconded By Martina And Unanimously Carried, Resolution No. 2009-25, A Resolution Authorizing The City of Newman's Application For Grant Funds Under The State-Legislated Safe Routes To School (SR25) Program Was Adopted.

- c. Adopt Resolution No. 2009-26, A Resolution Approving A Neighborhood Stabilization Plan Contract With The Stanislaus County Housing Authority And Authorizing The City Manger To Execute Said Contract.

ACTION: On Motion By Kelly Seconded By Candea And Unanimously Carried, Resolution No. 2009-26, A Resolution Approving A Neighborhood Stabilization Plan Contract With The Stanislaus County Housing Authority And Authorizing The City Manger To Execute Said Contract Was Adopted.

- d. Authorize A Redevelopment Budget Adjustment Of \$25,000.00 For Demolition Costs Of The Remaining Structures At Howard B. Hill Park Site.

ACTION: On Motion By Davis Seconded By Martina And Unanimously Carried, The Council Authorized A Redevelopment Budget Adjustment Of \$25,000.00 For Demolition Costs Of The Remaining Structures At Howard B. Hill Park Site.

- e. Authorize A Redevelopment Budget Adjustment Of \$18,000.00 For Removal And Replacement Of The Sidewalk And Parkway Strip On "R" Street Fronting The F.D.E.S. Hall.

ACTION: On Motion By Candea Seconded By Kelly And Unanimously Carried, The Council Authorized A Redevelopment Budget Adjustment Of \$18,000.00 For Removal And Replacement Of The Sidewalk And Parkway Strip On "R" Street Fronting The F.D.E.S. Hall.

11. Items From District Five Stanislaus County Supervisor

Supervisor DeMartini Informed The Council That He Is Waiting To Hear Back From The Army Corps Of Engineers Regarding The Orestimba Creek Flood Control Project. He Mentioned That The Next West Side Health Care Meeting Would Be Held In Patterson.

12. Items From The City Manager And Staff.

City Manager Holland Stated That He Was Pleased To Inform The Council That Their Meetings Are Now Available For Viewing Via The City's Website. He Reminded Everyone About The Budget Workshop That Will Take Place Tuesday April 20, 2009 At 6:30 P.M. Holland Also Mentioned That The Two-On-Two Meeting With The School District Will Be April 27, 2009 At 4:30 P.M. Holland Mentioned And That He And The Mayor Would Be Attending The Legislative Action Days Conference In Sacramento. He Informed The Council That A Letter Was Sent To Congressman Cardoza Regarding Three Local Shovel Ready Projects That The City Would Like Considered For A.R.R.A. Funding And That He Is Trying To Set Up A Meeting With The Congressman Regarding The City's Projects. Holland Let Everyone Know That The New Schedule For The Free Computer Classes Is Now Posted On The City's Website. He Informed The Council That The Abatement Cost Recovery Is Going Well And That To Date The City Had Recovered Approximately Twenty-Five-Thousand Of Twenty-Seven-Thousand That Had Been Spent.

Chief McGill Mentioned That He Applied For Another COPS Grant Requesting Funding For Four Officers. He Reminded Everyone That Tomorrow Night Is The Graffiti Meeting At The West Side Theater. McGill Informed The Community That Newman Will Be Hosting It's First Animal Control Clinic On May 9, 2009. He Also Mentioned That The New Edition Of The Cable Show That Focuses On West Side Law Enforcement Was Airing On The Local Cable Chanel And Is Available On The City's Website. McGill Invited Everyone To Attend The K9 Crab Feed On Saturday, April 18, 2009.

Public Works Director Reynolds Presented Pictures Reviewing The Demolition Of The City Owned Smog And Lube Building. He Mentioned That Graffiti Had Been A Real Problem In The Last Few Days And That The New City Signs Were Recently Erected.

Recreation Supervisor Heiberger Informed Everyone That The City Will Now Be Offering Line Dance Lessons.

13. Items From City Council Members.

Council Member Martina Reminded Everyone To Attend The Crab Feed On Saturday Night And Stated That He Would Be Attending.

Council Member Kelly Thanked Staff For Their Response To The Recent Wave Of Graffiti.

Council Member Davis Mentioned That The Police Department Responded Positively And Rapidly To An Incident That She Recently Reported.

Mayor Katen Mentioned That He Was Participating In Weekly Conference Calls With The Army Corps Of Engineers Regarding The Orestimba Creek Flood Control Project And That He Would Be Unable To Attend The Crab Feed But Wished The Canine Unit Luck.

14. Adjournment.

ACTION: On Motion By Kelly Seconded By Martina And Unanimously Carried, The Meeting Was Adjourned At 7:53 P.M.

MINUTES
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
SPECIAL MEETING APRIL 21, 2009
CITY COUNCIL CHAMBERS, 6:30 P.M., 1200 MAIN STREET

1. **Call To Order** - Mayor Katen 6:32 p.m.

2. **Roll Call PRESENT:** Kelly, Davis, Candea, Martina and Mayor Katen
ABSENT: None

3. Items from the Public - Non-Agenda Items

Fred Klingel, Business Representative With Operating Engineers Local No. 3, Representing The Newman Miscellaneous Employees Unit, Stated That The Union Wants To Assist The City In Meeting Its Goals And Asked The Council To Take Care Of Its Employees.

Mayor Ed Katen Made An Opening Statement Regarding The City, Its Financial Situation And The Commitment Of Employees To Work With The City During This Difficult Financial Time.

4. Workshop - Review 2009-10 Fiscal Year Budget Options.

Finance Director Silva Reviewed Revenue Projections As Well As Some General Fund Expenses.

City Manager Holland Explained To The Council That The City Has Experienced A Significant Drop In Property Tax Revenue; He Mentioned That This Is A Long Term Problem Because The Assessed Values Are Reset And Because Of Proposition 13, The Taxes Will Only Increase By Two Percent A Year. Holland Stated That This Is Part Of The Reason That This Downturn Will Last More Than One Or Two Years And Possibly Up To Five Or Ten Years. City Manager Holland Reviewed Some Potential Budget Options And Noted Shortfalls In This Year's Budget As Compared To Previous Budgets. He Reviewed The Cost Reduction Options From A Balanced Budget To A Budget That Carries A \$225,000.00 Deficit. He Reminded Everyone That The City Is Still In The Middle Of The Budget Process And That There Is Still A Lot Of Work To Be Done.

Mayor Katen Stated That The Last Thing He Wanted To Do Was Eliminate Positions And Would Like To Look At Other Options Such As A 3% Or 5% Salary Cut Across The Board.

City Manger Holland Responded That A Five Percent Miscellaneous Cut Saves \$30,000 And The Same For Management Saves \$15,000.

Fred Klingel, Business Representative With Operating Engineers Local No. 3, Representing The Newman Miscellaneous Employees Unit Stated That There Are Always Options. He Suggested Using RDA Funds To Pay The Salaries Of Police Officers And The Community Service Officer. He Expressed To The Council That A 25% Reduction Would Not Allow Miscellaneous Employees To Sustain Their Life Styles. He Mentioned The Possibility Of Using Some Of The Fourteen Million Dollars That The City Has Invested To Make Up Budget Shortfalls And Stated That He Was Waiting To Hear From The City Concerning The Union's Last Offer.

City Manager Holland Responded That There Is Not Fourteen Million In Reserves But In Fact, The City Only Has About \$2.9 Million In Unrestricted Funds.

Richard Gaytan, 723 Banff, Urged The Council To Sell Surplus Land If They Needed To And Not Reduce The Recreation Director Position To Twenty Hours A Week Because Recreation Programs Would Suffer.

Becki Gomez, 1256 Brant Court, Stated That The Miscellaneous Group Is Willing To Work With The City And Wants To Save Everybody's Job But The Union Representation Has Not Been Available.

Timothy Parker, 661 Balsam Drive, Stated That The Previous Council Worked Hard To Be And Had Been Very Conservative. He Stated The City Does Not Have Its Own Revenue Sources And The Current Retirement Plans Are Very Lucrative. He Asked The Council To Spend Some Of The Reserves To Make Up Some Of The Shortfalls Because The City Cannot Afford To Lose Police Officers.

Phyllis Peavler, 1032 Main Street, Asked The Council To Think About What The Impact On The Recreation Programs Would Be If The Recreation Supervisor Position Were Significantly Cut.

Sebastian Rangel Stated That He Was Concerned About Reducing Recreation Programs And Worried About The Ramifications Of Those Reductions.

Steve LePre, 1184 Canvasback Court, Expressed That The Benefits Are Very Important And A Lifeline For His Family Because He Has Been Unable To Work In The Last Few Years. He Stated That Employees Should Be Reoffered The Chance At A Golden Handshake.

Items From City Council Members.

Council Member Martina Stated That He Was Concerned About Reducing Recreation Programs And That He Does Not Want To Eliminate Any Positions.

Council Member Davis, Mentioned That The Least Painful Thing To Do Would Be To Reduce Health Care To Dependents And PERS.

Mayor Katen Stated That He Would Like The City And The Bargaining Groups To Negotiate Further And Digest The Information Presented. He Asked That There Be A Special Meeting On May 19, 2009 At 6:30 P.M To Further Discuss Budget Options.

5. Adjournment.

ACTION: On Motion By Kelly Seconded By Candea And Unanimously Carried, The Meeting Was Adjourned At 8:19 P.M.

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **9.a.**
City Council Meeting
of April 28, 2009

REPORT ON NUISANCE ABATEMENT

RECOMMENDATION:

Adopt Resolution No. 2009- , Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.

BACKGROUND:

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

ANALYSIS:

This notice informs property owners of all nuisance abatement procedures, option and their right to object at a public hearing. It is anticipated that many property owners will comply with the abatement notices prior to the hearing date. A final compliance survey will be done on Tuesday, April 28, 2009. A list of properties that have not complied with the abatement notice will be handed out at the council meeting prior to the public hearing.

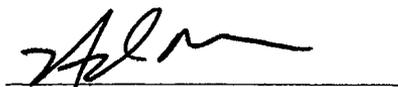
FISCAL IMPACT:

None

CONCLUSION:

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

Respectfully submitted,



Adam Mc Gill
Chief of Police

REVIEWED/CONCUR:



Michael E. Holland
City Manager

RESOLUTION NO. 2009-

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

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

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

WHEREAS, said hearing was held on April 28, 2009, at 7:00 p.m., as in said notice provided; and,

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

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

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 28th day of April 2009 by Council Member _____, who moved its adoption, which motion was duly seconded and was adopted upon roll call vote.

AYES:
NOES:
ABSENT:

APPROVED:

ATTEST:

Mayor

Deputy City Clerk

City of Newman
Abatement list

1. 2208 Mesa Verde Ln. (UNOCCUPIED)

Tall grass and weeds throughout front and backyard of property.

2. 1638 Main St. (UNOCCUPIED)

Tall grass and weeds throughout the front and backyard of property.

3. 2225 Orchard Creek Dr. (UNOCCUPIED)

Tall weeds throughout front and backyard of property..

4. 2141 Denali Park Ct. (OCCUPIED)

Tall grass and weeds throughout front and backyard of property. Unkempt pool in backyard.

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **10.a.**
City Council Meeting
of April 28, 2009

**APPROVAL OF STREET SWEEPING SERVICES AGREEMENT WITH
CONTRACT SWEEPING SERVICES, INC.**

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2009- , a resolution approving a Street Sweeping Services Agreement with Contract Sweeping Services, Inc. and authorizing the City Manager to execute the aforementioned agreement

BACKGROUND:

The City of Newman provides street sweeping services for all public streets in the City. The existing street sweeper is approximately 22 years old and no longer is in compliance with the San Joaquin County Air Pollution Control Board regulations and is cost prohibitive to repair. Therefore, the Public Works Department advertised and received bids to provide this service.

ANALYSIS:

The Public Works Department has secured three bids to provide street sweeping services. The lowest responsible bidder is Contract Sweeping Services, Inc. in the amount of \$24,300.55 to provide monthly residential street sweeping and weekly downtown street sweeping services. The City Attorney has reviewed and approved the Street Sweeping Services Agreement.

FISCAL IMPACT:

Estimated cost \$24,300.55

2009/2010 budgeted amount \$30,000.00

ATTACHMENTS:

1. Proposed Resolution
2. Street Sweeping Services Agreement

CONCLUSION:

The Public Works Department received bids to provide street sweeping services in an amount of \$24,300.55. Staff recommends the City Council approve the Street Sweeping Services Agreement and authorize the City Manager to sign the agreement.

Respectfully submitted,



Director of Public Works

REVIEWED/CONCUR:



Michael E. Holland
City Manager

RESOLUTION NO. 2009-

APPROVAL OF STREET SWEEPING SERVICES CONTRACT WITH CONTRACT SWEEPING SERVICES, INC.

WHEREAS, the City Manager of the City of Newman has recommended that the City Council approve a contract with Contract Sweeping Services, Inc. for street sweeping services related to the City of Newman's street maintenance program; and

WHEREAS, the City Council is desirous of entering into a contract with Contract Sweeping Services, Inc.; and

WHEREAS, the City Council of the City of Newman has determined it would be in the best interest of the City to enter into a contract with Contract Sweeping Services, Inc.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman hereby approves the contract with Contract Sweeping Services, Inc. and authorizes the City Manager to execute said contract for street sweeping services.

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

AYES:
NOES:
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

Deputy City Clerk of the City of Newman

STREET SWEEPING SERVICES AGREEMENT

This Agreement, made and entered into in the City of Newman, County of Stanislaus, State of California, this ____ day of _____, 2009, by and between the City of Newman, a municipal corporation of the State of California, hereinafter called CITY, and Contract Sweeping Services, Inc., hereinafter called CONTRACTOR,

W I T N E S S E T H:

WHEREAS, the City Manager of the City of Newman, authorized the call for bids, and approved the Request For Proposals, prepared under the direction of the Director of Public Works for Street Sweeping Services and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the 19th day of March, 2009; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid with the City Clerk, a true copy of which is now on file in the office of the City Clerk of the City of Newman, and is hereby referred to and by this reference made a part hereof as fully as if set forth at length herein; and

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a regular meeting of the City Council held on the ____ day of _____, 2009 by Resolution 2009-____ the Council found and declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to contractor to do the work referred to in the aforementioned specifications.

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

1. SCOPE OF WORK.

a. Contractor shall furnish all labor, materials and equipment necessary to complete the work as specified in the Request For Proposal, entitled Municipal Street Sweeping Services, City of Newman, Public Works Department, and in strict accordance with the conditions of the complete Contract. All incidental work not included in the Request For Proposal or specified herein which is necessary to complete the work so as to provide the services described, or shown, shall be required as part of this contract at no additional cost to the City. The work shall be as described in the Request For Proposal to the satisfaction of the Director of Public Works.

b. Contractor shall do and perform the work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Newman.

c. Contractor shall do and perform the work contemplated hereby and shall furnish all labor, materials, tools and equipment therefore at the prices herein specified to,

wit:

CONTRACTOR'S BID

Item No.	Item Description	Unit of Measure	Estimated Quantity	Unit Price (Figures)	Total Price (Figures)
1.	Regular Residential Scheduled Sweeping Rate	Curb Mile	1017.18	\$20.88	\$21,238.71
2.	Downtown Sweep Rate	Curb Mile	146.64	\$20.88	\$3,061.84
3.	Special Sweep Rate (Excluded from annual cost)	Hourly		\$90.00	TBD
4.					
Total Base Bid					\$24,300.55

2. CONTRACT DOCUMENTS. The complete contract between the parties hereto consists of the following documents:

- a. The advertisement for bids;
- b. The accepted bid;
- c. Scope of Work;
- d. Proposal;
- e. Insurance Policies;
- f. Bonds required by the Project Specifications; and
- g. This Agreement.

All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. Documents a-g above are incorporated herein and made a part hereof.

3. COMMENCEMENT AND COMPLETION OF THE WORK. The work contemplated herein shall be commenced as soon as possible after receipt of the Notice to Proceed for this contract. The work shall commence within ten (10) working days after issuance of the Notice to Proceed. **The Notice to Proceed shall not be issued until the contract administrator receives and has on file:**

- a. Proofs of insurance,
- b. Bonds,
- c. Executed Agreement, and
- d. Approved Request For Proposal.

CONTRACTOR represents that it will commence work contemplated herein within ten (10) working days after issuance of the Notice to Proceed. In the event the

work contemplated herein is not commenced within ten (10) working days after issuance of the Notice to Proceed, CITY may require that CONTRACTOR pay to CITY liquidated damages in the amount of two-hundred fifty AND XX/100 (\$250.00) DOLLARS per day commencing on the eleventh (11th) working day after issuance of the Notice to Proceed.

CONTRACTOR will not be held responsible for failure to complete said work within the specified time if delay is due to strikes, conscription of property, governmental priority regulations, Acts of God, or any other causes beyond its control, provided a written extension of time is obtained from the CITY.

4. PAYMENT. Payment for the work to be done under this contract shall be at the price set forth in Section 1 hereof, and in accordance with the Request for Proposal, which are incorporated herein by this reference.

5. INDEMNITY. The Contractor shall hold the City, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission of Contractor, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

Contractor's obligation to defend, indemnify, and hold the City, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

6. LIABILITY INSURANCE. CONTRACTOR shall provide at its own expense and maintain at all times the following insurance with insurance companies

licensed in the State of California and shall provide evidence of such insurance to the City as may be required by the City Manager of the City. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the City Manager of the City by certified mail, return receipt requested, for all of the following stated insurance policies.

(a) Worker's Compensation - in compliance with the statutes of the State of California, plus employer's liability with a minimum limit of liability of \$1,000,000.

(b) General Liability insurance with a minimum limit of liability per occurrence of \$2,000,000 for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operations; broad form contractual; independent contractors and subcontractors; products and completed operations as applicable.

(c) Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall cover any automobile for bodily injury and property damage.

If at any time any of said policies shall be unsatisfactory to the City, as to form or substance, or if a company issuing such policy shall be unsatisfactory to the City, the CONTRACTOR shall promptly obtain a new policy, submit the same to the City Manager for approval and submit a certificate thereof as hereinabove provided. Upon failure of the CONTRACTOR to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the City, may be forthwith declared suspended, or

terminated. Failure of the CONTRACTOR to obtain and/or maintain any required insurance shall not relieve the CONTRACTOR from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification. The City, its agents, officers, employees, and volunteers shall be named as an additional insured on all insurance policies required herein, except Workers' Compensation. The Workers' Compensation insurer shall agree to waive all rights of subrogation against the City, its agents, officers, employees, and volunteers for losses arising from work performed by CONTRACTOR for the City. The CONTRACTOR'S insurance policy(ies) shall include a provision that the coverage is primary as respects the City; shall include no special limitations to coverage provided to additional insured; and, shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the City Manager. The CONTRACTOR must deliver certificates evidencing existence of the insurance listed above to the City Clerk at the time the contract is signed.

CONTRACTOR shall provide CITY with separate endorsements evidencing proof of the CITY's additional insured status as to both the general liability and automobile liability insurance policies. In addition, CONTRACTOR shall provide CITY with a Workers Compensation subrogation waiver by way of a separate endorsement. All endorsements referenced above must include the applicable policy number.

For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

7. BONDS. The CONTRACTOR shall furnish CITY the following separate surety bonds:

a. Faithful Performance Bond. Within ten (10) days of the execution of this contract and prior to commencement of work, the CONTRACTOR shall furnish a separate surety bond in an amount equal to one hundred percent (100%) of the contract price, shall be for the faithful performance of the contract, shall be approved by CITY, and shall be secured from a surety or sureties satisfactory to CITY.

b. Payment Bond. Within ten (10) days of the execution of this contract and prior to commencement of work, the CONTRACTOR shall furnish a separate surety bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the payment of all persons for furnishing materials, provisions, or other supplies, or items, used in, upon, for, or about the performance of the work contracted to be done; or for performing any work or labor thereon of any kind, and for the payment of amounts due under the Unemployment Insurance Code with respect to such work or labor in connection with this Contract, and for the payment of a reasonable attorney's fee to be fixed by the court in case suit is brought upon the bond.

c. Warranty Bond. N/A

8. COMPLIANCE WITH ALL LAWS. CONTRACTOR hereby agrees that it and all subcontractors, if any, in the performance of the work described, designated and shown upon the Request for Proposal herein referred to, will comply with all federal, state, county and municipal laws, rules and regulations which may be applicable to the work herein contracted for, whether now in existence or hereafter adopted.

9. TERMINATION OF AGREEMENT.

Termination by City for Default of Contractor

Should Contractor default in the performance of this Agreement or materially breach any of its provisions, at its option City may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of City's property by Contractor, dishonesty or theft.

Termination by City for Lack of Budgeted Funds

The City may terminate this Agreement effective upon written notification of any given year upon the City's determination to not appropriate sufficient funds for this Agreement for the ensuing fiscal year. In such event the City shall give Contractor not less than 30 days written notice.

Voluntary Termination

The City may terminate this Agreement in whole at any time by written sixty (60) day notice to Contractor. Such termination shall be effective in the manner specified in such notice, shall be without prejudice to any claims which the City may have against the Contractor and shall be subject to other provisions of this Agreement. On receipt of such notice Contractor shall, except as and, to the extent directed, immediately discontinue the placing of orders for materials, facilities and supplies in connection with the performances of the services, and shall, if requested, make every reasonable effort to procure termination of existing subcontracts upon terms satisfactory to the City. Thereafter, Contractor shall only do such work as may be necessary to preserve and provide the services already in progress and to dispose of any property as requested by the City.

Contractor may terminate this agreement in whole anytime by written sixty (60) day notice to City.

In the Event of Termination

If this Agreement is terminated pursuant to this Paragraph, Contractor shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If City so requests, and at City's cost, Contractor shall provide sufficient oral or written status reports to make City reasonably aware of the status of Contractor's work on the project. Further, if City so requests, and at City's cost, Contractor shall deliver to City any work products whether in draft or final form which have been produced to date.

If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, City will pay Contractor an amount based on the percentage of work completed on the termination date, this percentage shall be determined by City in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by City for Default of Contractor, Contractor understands and agrees that City may, in City's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor on the project prior to the termination date and which remain unacceptable and/or not useful to City as of the termination date. When these provisions contradict those found in the General Provisions of City's Standard Specifications, the latter shall prevail.

10. TERM. This agreement will be for a term of one (1) year with the option to extend said agreement for two (2) additional year's total. Option years shall be exercised one (1) year at a time at the sole option of the City.

11. PAYMENT. Contract payments: Will be made by the City on a monthly basis within thirty (30) days following the end of the month upon submission and approval of an invoice.

Extra Work: Extra work, when ordered and accepted, shall be paid for under a written work order. Payment for extra work shall be made at the unit price or by lump sum previously agreed upon. Extra work is subject to review by the representative of the City.

12. NOTICES. Any notice, payment or instrument required or permitted by this Contract to be given or delivered to either party shall be deemed to have been received when personally delivered, or one calendar week following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

Contractor: _____
Attn: _____

City: City of Newman
Public Works Director
P.O. Box 787
Newman, CA 95386
Phone (209) 862-3725, Fax (209) 862-3199

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other party.

13. EXECUTION OF AGREEMENT. The undersigned signator(ies) for CONTRACTOR warrant(s) and represent(s) that he/she/they is/are legally competent to execute the contract and has/have full authority to execute this contract.

14. MISCELLANEOUS. Time is of the essence of this contract.

IN WITNESS WHEREOF, the City of Newman, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2009-____ adopted by the Council of the City of Newman on the ____ day of _____, 2009, and CONTRACTOR has caused this agreement to be duly executed.

CITY OF NEWMAN ,
A California municipal corporation

a _____

By _____
Michael E. Holland, City Manager

By _____
Name Title

By _____
Name Title

Federal ID # _____

ATTEST:

(Seal)

By _____
Mike Maier, Deputy City Clerk

APPROVED AS TO FORM:
TOM HALLINAN, City Attorney