

AGENDA
NEWMAN PLANNING COMMISSION
REGULAR MEETING OF NOVEMBER 19, 2009
CITY COUNCIL CHAMBERS, 7:00 P.M., 1200 MAIN STREET

NOVEMBER 19, 2009 MEETING CANCELLED

AGENDA
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
REGULAR MEETING NOVEMBER 24, 2009
CITY COUNCIL CHAMBERS, 7:00 P.M., 1200 MAIN STREET

NOVEMBER 24, 2009 MEETING CANCELLED

AGENDA
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
REGULAR MEETING NOVEMBER 10, 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 October 27, 2009 Regular Meeting.
9. Public Hearings.
10. Regular Business
 - a. Adopt Resolution No. 2009- , Authorizing Ed Katen As Mayor And Michael Holland As City Clerk To Record A Notice Of Completion For The Waste Water Effluent Storage Basin Expansion Project.
 - b. Adopt Resolution No. 2009- , Authorizing The City Manager Or His Representative To Sign All Documents, Assurances And Statements For The CMAQ Application For The Preliminary Engineering For Traffic Signalization At The Intersection Of Highway 33 (N Street) And Inyo Avenue.
 - c. Adopt Resolution No. 2009- , Awarding The Bid For Aeration Basin No. 2 Sludge Removal To Environmental Techniques International For \$85,000.00 For Year One, With An Option To Extend For Up To Two Years And A With Total Not-To-Exceed Price Of 206,400.00.
 - d. Request By Newman Chamber Of Commerce.
 - e. Adopt Resolution No. 2009- , Setting The Maximum Rates For Solid Waste Collection Services And Authorizing The City Manager To Initiate Proposition 218 Proceedings.

f. Adopt Resolution No. 2009- , Approving The Terms Of An Agreement For Purchase And Sale Of Easement.

11. Items From District Five Stanislaus County Supervisor.

12. Items From The City Manager And Staff.

13. Items From City Council Members.

14. Adjournment.

Calendar of Events

November 3 - Election Day

November 9 - Baseball Board Meeting - 6:00 P.M.

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

November 11 - Veteran's Day - City Offices Closed

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

November 16 - Two-On-Two Meeting With The School Board - 4:30 P.M.

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

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

November 24 - City Council - Canceled

November 25 - City Furlough Day - City Offices Closed

November 26-27 - Thanksgiving Holiday - City Offices Closed

December 8 - City Council - 7:00 P.M.

December 10 - Recreation Commission - 7:00 P.M.

December 14 - Baseball Board Meeting - 6:00 P.M.

December 16 - Mayors Meeting - 6:00 P.M. - Ceres

December 17 - Planning Commission - 7:00 P.M.

December 19 - Two-On-Two Meeting With The School Board - 4:30 P.M.

December 22 - City Council - Canceled

December 24- City Furlough Day - City Offices Closed

December 25 - Christmas Holiday - City Offices Closed

December 28-31 - City Furlough Days - City Offices Closed

Date..: Oct 30, 2009
Time..: 4:55 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
036337	08/31/09	30.00	DEPART OF HEALTH SERVICES	RE-EXAM/WATER TREATMENT OPERATOR/CANTU
036609	10/26/09	2847.36	EMPLOYMENT DEV DEPT/SUI	UNEMPLOYMENT/PENALTY & INTEREST/06/30/09
036610	10/26/09	1000.00	EMPLOYMENT DEV DEPT/SUI	PENALTY FOR NONCOMPLIANCE OF FORM DE7/2008
036611	10/27/09	40.00	STANISLAUS COUNTY	RELEASE OF DIRECT CHARGE/PROPERTY TAX/026-057-019
036612	10/29/09	294.00	ADAM MCGILL	REIMBURSE LIFE INSURANCE PREMIUM/MCGILL
Sub-Total:		4211.36		
Grn-Total:		4211.36		
Count:		5		

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Time.: 2:18 pm
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CASH DISBURSEMENTS REPORT

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Ck #	Check Date	CK Amount	Vendor Name	Description
036613	11/06/09	.00	VOIDED CHECK	
036614	11/06/09	.00	VOIDED CHECK	
036615	11/06/09	.00	VOIDED CHECK	
036616	11/06/09	.00	VOIDED CHECK	
036617	11/06/09	.00	VOIDED CHECK	
036618	11/06/09	304.78	ALL STAR CHEMICAL CORP	TANK SAVER/FD
036619	11/06/09	8.88	AT&T LONG DISTANCE	LONG DISTANCE 862-4636/PD
036620	11/06/09	29.54	AT&T	PHONE TOLL CHARGES 9/13-10/12/09/862-3199/862-3725
036620	11/06/09	515.23	AT&T	MONTHLY PHONE SERV/9/13/09 TO 10/12/09
036620	11/06/09	2265.54	AT&T	T1 LINE 9/20/09 TO 10/19/09/PD
036620	11/06/09	146.58	AT&T	EMERGENCY DISPATCH LINE/PD/9/20/09 TO 10/19/09
036621	11/06/09	408.80	JAMES J. BELL	CONTRACT SERVICES/EVIDENCE CLERK/J. BELL/10-30-09
036622	11/06/09	49843.33	BERTOLOTTI DISPOSAL	GARBAGE SERVICE FOR OCT 2009
036623	11/06/09	358.50	BERTOLOTTI DISPOSAL	LANDFILL FEES/OCT 2009
036624	11/06/09	4917.01	W.H. BRESHEARS, INC.	GAS AND DIESEL PURCHASES/OCT 2009
036625	11/06/09	2388.00	BRUCE BUDMAN	INTERIM FINANCE DIRECTOR 11/02-11/05/09/BUDMAN
036626	11/06/09	1590.00	CRA	CALIF RDA MEMBERSHIP DUES 2009-2010/HOLLAND
036627	11/06/09	86.40	CALIF BUILDING STANDARDS COMMI	SB1473 FEES COLLECTED JULY - SEPT 2009
036628	11/06/09	100.00	JEFF CARTER	PARKING LOT RENT/NOV 2009
036629	11/06/09	8500.00	CBA (CALIFORNIA BENEFITS)	PRE-PAID DENTAL-VISION DEPOSITS
036630	11/06/09	260.00	CBA (ADMIN FEES)	DENTAL-VISION ADMINISTRATION FEES/NOV 2009
036631	11/06/09	29.78	C B MERCHANT SERVICES, INC	REIMBURSE BAD DEBT
036632	11/06/09	2481.00	CEN*CAL AUTO BODY WORKS	REPAIRS TO PD UNIT #504
036632	11/06/09	1062.48	CEN*CAL AUTO BODY WORKS	REPAIRS TO 2007 BUICK LACROSSE/PD

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Ck #	Check Date	CK Amount	Vendor Name	Description
036633	11/06/09	13.42	CHEVRON	LATE FEE/INTEREST ON PREVIOUS GAS BILL
036634	11/06/09	162.87	CIT TECHNOLOGY FIN SERV, INC	MS GSA OFFICE PRO PLUS/NOV 2009/PD
036635	11/06/09	50.00	CARL J. COELHO (CHUCK)	Veh Operation FIRE/NOV 2009
036636	11/06/09	94.90	COMCAST CABLE	HIGH SPEED INTERNET 10/22/09 TO 11/21/09
036637	11/06/09	2025.00	CONTRACT SWEEPING SERVICES, IN	STREET SWEEPING PER CONTRACT OCT 2009
036638	11/06/09	778.38	CORBIN WILLITS SYS, INC.	SERVICE & ENHANCEMENT FEES/NOV 2009
036639	11/06/09	302.30	CRESCENT SUPPLY CO. #1	WEB GEAR FOR BICYCLE OFFICER
036639	11/06/09	11.91	CRESCENT SUPPLY CO. #1	NAME BAR
036640	11/06/09	320.00	JULIO CUEVAS	SOCCER SET-UP AND TAKE DOWN/CUEVAS
036641	11/06/09	386.84	E&M ELECTRIC, INC.	LIGHT BULBS FOR DOWNTOWN BULLARDS
036641	11/06/09	72.50	E&M ELECTRIC, INC.	REVERSE ROTATION ON STORM PUMP/CREEK CANYON
036641	11/06/09	72.50	E&M ELECTRIC, INC.	RE-SET STARTER @ CREEK CANYON LIFT STATION
036641	11/06/09	151.90	E&M ELECTRIC, INC.	RE-WIRE POLICE PARKING LIGHT
036642	11/06/09	125.25	ECONOMIC TIRE SHOP	TIRE REPAIRS/NEW TUBE/TUBE PATCHED
036643	11/06/09	19540.17	ECO:LOGIC, INC	PROGRESS BILL #1/WATER & WASTEWATER ON-CALL 09/10
036644	11/06/09	34.95	FIREtoWIRE, INC	WEB HOSTING 11/17/09 TO 12/17/09
036645	11/06/09	143.66	GARTON TRACTOR	FILTERS/ELEMENT/ADHESIVE
036645	11/06/09	5.57	GARTON TRACTOR	PARTS FOR SEWER MACHINE
036645	11/06/09	458.66	GARTON TRACTOR	REPLACED HYDROSTATIC CONTROL LINKAGE
036645	11/06/09	293.02	GARTON TRACTOR	REPAIRED OIL LEAD ON SERVICE QUAD/WWTP
036646	11/06/09	125.00	EDDIE GARCIA	SOCCER REFEREE/SETP UP/TAKE DOWN
036647	11/06/09	320.00	FELICIA GARCIA	SOCCER REF/SET-UP AND TAKE DOWN/GARCIA
036648	11/06/09	1000.00	GOLDEN BY-PRODUCTS SCRAP TIRE	45 FOOT TRAILER RENTAL/TIRE AMNESTY
036649	11/06/09	200.00	ELIZARDO GUTIERREZ	REFUND MEMORIAL BLDG DEPOSIT/GUTIERREZ
036650	11/06/09	590.86	HEWLETT-PACKARD FINANCIAL SERV	HARDWARE LEASE 11/18/09 TO 12/17/09/PD

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Ck #	Check Date	CK Amount	Vendor Name	Description
036651	11/06/09	321.87	IKON OFFICE SOLUTIONS	COPIER LEASE/10/10/09 TO 11/09/09/CITY HALL
036652	11/06/09	303.64	IDEXX LABORATORIES, INC.	SUPPLIES FOR WATER SAMPLING
036653	11/06/09	176.73	JENSEN & JENSEN	EXPENSES RELATED TO RECREATIONAL OPPORTUNITIES
036654	11/06/09	623.00	KAISER PERMANENTE	HEALTH INSURANCE PREMIUM/DEC 2009
036655	11/06/09	1614.60	KAISER PERMANENTE	3RD QUARTER COBRA PREMIUM SUBSIDY/LEMUS
036656	11/06/09	140.00	IVAN LEDEZMA	SOCCER SET-UP/TAKE DOWN/LEDEZMA
036657	11/06/09	45.00	SARA LORENA MADRIGAL	CANCELLED PARK USE/MADRIGAL
036658	11/06/09	1363.40	MALLARD EXPRESS AUTO	SPARK PLUGS/WIRE SET/INJECTOR/OIL FILTER/
036659	11/06/09	84.47	FRANK B. MARKS & SON, INC	6 TONS CONCRETE SAND
036659	11/06/09	95.03	FRANK B. MARKS & SON, INC	7 TONS GRAVEL
036660	11/06/09	330.00	SANTIAGO MENDOZA	SOCCER SET-UP/TAKE DOWN/REFEREE/S. MENDOZA
036661	11/06/09	250.00	MARIBEL MENDOZA	SOCCER REFEREE/SET-UP AND TAKE DOWN/MENDOZA
036662	11/06/09	200.00	MID-VALLEY WATER UTIL ASO	WATER TREATMENT CERT REVIEW/McWATERS/CANTU
036663	11/06/09	280.00	KRISTEN MOORE	SOCCER REFEREE/KRISTIN MOORE
036664	11/06/09	300.00	KAHUA MOORE	SOCCER REFEREE/SET-UP/TAKE DOWN/MOORE
036665	11/06/09	320.00	JONATHAN J. MORENO	SET-UP/TAKE DOWN SOCCER/JJ MORENO
036666	11/06/09	387.84	NEWMAN ACE HARDWARE/JACT, INC	MISC FASTNERS/CARB CLEANER/RAKE/TRUNK/OIL/GLUE
036667	11/06/09	141.32	NORMAC, INC.	25 RAINBIRD 1806R POP-UPS/15 MPR NOZZLES
036668	11/06/09	1329.00	OPERATING ENGINEERS/	HEALTH INSURANCE PREMIUM/DEC 2009
036669	11/06/09	250.00	CITY OF PATTERSON	FIRE DATA REPORTING/AUGUST 2009
036669	11/06/09	250.00	CITY OF PATTERSON	FIRE REPORTING DATA/SEPT 09
036670	11/06/09	35.09	RALEY'S IN STORE CHARGE	SUPPLIES FOR PLANNING DIRECTOR'S MEETING
036671	11/06/09	140.00	RANDHAWA MEDICAL GRP, IN	PRE-EMPLOYMENT PHYSICAL/EMMONS
036672	11/06/09	55.00	MARTY REIS	BACKFLOW TESTING/1945 N STREET
036673	11/06/09	49.50	GARNER REYNOLDS (NT)	PARKING/SHUTTLE REIMBURSE/AWWA CONF/REYNOLDS

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Ck #	Check Date	CK Amount	Vendor Name	Description
036674	11/06/09	222.39	RICHARD & CHAMBERS	2010 CALENDARS
036675	11/06/09	255.45	ROBIC REFRIGERATION	REPAIRS TO ICE MACHINE/FIRE DEPT
036676	11/06/09	10999.25	ROSS RECREATION EQUIP INC	TABLES AND BENCHES FOR PIONEER PARK STRUCTURE
036677	11/06/09	200.00	VERENIS RUIZ	REFUND MEMORIAL BLDG DEPOSIT/RUIZ
036678	11/06/09	11201.01	SCM HEARTHSTONE, LLC	REIMBURSE OVERPAY OF PARK/WATER/STORM/SEWER FEES
036679	11/06/09	587.00	STANISLAUS COUNTY	FOOD ESTABLISHMENT/BARRINGTON/10/1/09-9/30/10
036679	11/06/09	587.00	STANISLAUS COUNTY	FOOD ESTABLISHMENT/MATTERI FIELD/10/1/09-9/30/10
036680	11/06/09	15236.25	GORDON B. FORD	PROPERTY TAXES 2009-2010
036681	11/06/09	12.00	STAN CNTY CLERK RECORDER	RELEASE OF LIEN FEES/531 LADYSLIPPER/1959 SYDNEY
036682	11/06/09	149.52	STAPLES CREDIT PLAN	UPRIGHT VACUUM CLEANER/BAGS
036683	11/06/09	23.96	STAPLES BUSINESS ADVANTAGE	CLEAR POLY BAGS
036683	11/06/09	202.23	STAPLES BUSINESS ADVANTAGE	PAPER/LABELS/PENS
036683	11/06/09	46.75	STAPLES BUSINESS ADVANTAGE	SECURE-A-PEN/REFILLS
036684	11/06/09	155.83	TRAVIS BORRELLI	PORTABLE RESTROOM RENTAL/SERVICE
036685	11/06/09	197.07	T.H.E. OFFICE CITY	INK CARTRIDGES/FIRE DEPT
036685	11/06/09	173.35	T.H.E. OFFICE CITY	5 CARTONS COPY PAPER
036686	11/06/09	237462.84	TOM MAYO CONSTRUCTION	PROGRESS PAY # 1/2009 STREET REPAIRS
036687	11/06/09	150.00	BARBARA J. TOSTA	YOUNG AT HEART INSTRUCTOR/OCT 2009
036688	11/06/09	615.05	UNIFIRST CORPORATION	UNIFORM CLEANING/MAT RENTAL/MOP HEAD CLEAN/OCT 209
036689	11/06/09	50.00	GEORGE VARGAS	VEH OPERATION FIRE/NOV 2009
036690	11/06/09	769.00	WESTSIDE ANIMAL CLINIC	VACCINATION CLINIC
036690	11/06/09	1361.00	WESTSIDE ANIMAL CLINIC	NATE NEUTERS 10 CASES
036691	11/06/09	101.86	YANCEY LUMBER COMPANY	2 BAGS DOG FOOD/K-9
036691	11/06/09	352.32	YANCEY LUMBER COMPANY	PADLOCK/PAINT/FLASHLIGHT/PLYWOOD/KEYS
036692	11/06/09	57.37	BLEVINS, AMANDA	MQ CUSTOMER REFUND FOR BLE0001

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CITY OF NEWMAN
CASH DISBURSEMENTS REPORT

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Ck #	Check Date	CK Amount	Vendor Name	Description
036693	11/06/09	37.22	JACK, BRANDON	MQ CUSTOMER REFUND FOR JAC0009
Sub-Total:		----- 394874.72		
Grn-Total:		----- 394874.72		
Count:	101			

City of Newman
 Planning Director
 P. O. Box 787
 Newman, CA 95360

Statement of Account

October 31, 2009

Invoice #	Date	0 - 30	31 - 60	61 - 90	91 - 120	121 +	Total AR
1306540 Newman Downtown Plaza							
06091306540	07/15/2009				7,557.10		7,557.10
08091306540	09/22/2009		11,312.31				11,312.31
09091306540	10/15/2009	6,140.07					6,140.07
	Balance Due.....	6,140.07	11,312.31		7,557.10		25,009.48
Total Amount Now Due							25,009.48

MINUTES
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
REGULAR MEETING OCTOBER 27, 2009
CITY COUNCIL CHAMBERS, 7:00 P.M., 1200 MAIN STREET

1. **Call To Order** - Mayor Katen 7:00 P.M.
2. **Pledge Of Allegiance.**
3. **Invocation-** Council Member Kelly.
4. **Roll Call PRESENT:** Kelly, Davis, Candea, 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**

David Reed, 1541 Kern Street, Reminded Everyone That The Newman Chamber Of Commerce Annual Halloween Mixer Would Be Held At G-N Veterinary Clinic On Thursday, October 29, 2009. Reed Also Invited Everyone To Attend The Local Veterans Of Foreign Wars\ American Legion Annual Veterans Day Program On November 11, 2009.

8. Consent Calendar

- a. Waive All Readings Of Ordinances And Resolutions Except By Title.
- b. Approval Of Warrants.
- c. Approval Of Minutes Of The October 13, 2009 Regular Meeting.

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

9. Public Hearings

- a. Appeal Of Use Permit No. 09-05 Conditional Approval.

Mayor Katen Opened The Public Hearing At 7:04 P.M.

Mark Trinta, CFO Of SCM Hearthstone, LLC; Addressed The Council Regarding The Removal Of The Dog Park Fee And Thanked City Staff And The City Attorney For Their Recommendation. Trinta Then Presented Staff With A \$500.00 Donation On Behalf Of Steve Mothersell, Towards The Development Of The Dog Park.

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

ACTION: On Motion By Kelly Seconded By Candea And Unanimously Carried, The Council Approved The Appeal No. 09-01 Removing Condition No. 4 (The \$100 Per Lot Fee To Be Used Towards Development Of The Dog Park) From Use Permit No. 09-05.

- b. General Plan Amendment No. 09-01 Housing Element Formal Adoption.

Mayor Katen Opened The Public Hearing At 7:08 P.M.

There Being No Public Comment, Katen Closed The Public Hearing At 7:09 P.M.

ACTION: On Motion By Martina Seconded By Candea And Unanimously Carried, The Council Approved General Plan Amendment No. 09-01 Formally Adopting The Housing Element Update.

10. Regular Business

- a. Adopt Resolution No. 2009-62, Supporting The San Joaquin Valley Clean Energy Partnership Led By The San Joaquin Valley Air Pollution Control District And The San Joaquin Valley Clean Energy Organization And Authorize The San Joaquin Valley Clean Energy Partnership To Apply For And Administer The City Of Newman's Energy Efficiency And Conservation Block Grant (EECBG) Allocation.

ACTION: On Motion By Martina Seconded By Kelly And Unanimously Carried, Resolution No. 2009-62, A Resolution Supporting The San Joaquin Valley Clean Energy Partnership Led By The San Joaquin Valley Air Pollution Control District And The San Joaquin Valley Clean Energy Organization And Authorize The San Joaquin Valley Clean Energy Partnership To Apply For And Administer The City Of Newman's Energy Efficiency And Conservation Block Grant (EECBG) Allocation Was Adopted.

- b. Authorize Staff To Submit A CMAQ Application For The Purchase Of A CNG Aerial Vehicle And Adopt Resolution No. 2009-63, A Resolution Authorizing The Appropriation Of Local Transportation Funds And Authorize The City Manager Or His Representative To Sign All Documents, Assurances, And Statements For The Purchase Of One CNG Aerial Truck.

ACTION: On Motion By Kelly Seconded By Davis And Unanimously Carried, Resolution No. 2009-63, A Resolution Authorizing The Appropriation Of Local Transportation Funds And Authorize The City Manager Or His Representative To Sign All Documents, Assurances, And Statements For The Purchase Of One CNG Aerial Truck.

11. Items From District Five Stanislaus County Supervisor - None.

12. Items From The City Manager And Staff.

City Manager Holland Mentioned That City Staff And The Mayor Had Attended An Orestimba Creek Flood Control Meeting; Holland Stated That That Progress Was Being Made And That A Draft Report Should Be Ready By Early 2010. Holland Invited The Entire Council To Participate In The Semi-Monthly Orestimba Creek Flood Control Conference Calls. Holland Regrettably Informed The Council That The City's Economic Development Bank Loan Application Was No Longer Ranked Number One Despite Our Original Positive Ranking By The Advisory Board; Holland Reminded The Council That The Economic Development Bank Process Was Not Over; He Noted That The Board Of Supervisors Hold The Final Vote And That Staff Would Actively Trying To Promote The Project. Holland Explained That In An Effort The Attempt To Save General Fund Dollars, PG&E Would Be Conducting An Energy Efficiency Audit As Part Of The Energy Efficiency And Conservation Block Grant. He Reminded Everyone That Tuesday, November 3, 2009 Was Election Day.

Chief McGill Reported That Both The New Officer Assigned The Downtown Areas And The New Community Services Officer Had Completed Training And Were Out Working On Their Own.

Public Works Director Reynolds Informed The Council That The Public Works Department Has Been Very Busy Due To The Weather And The Resulting Fallen Trees. Reynolds Noted That Plaza Project Would Be Going Out To Bid Relatively Soon. He Notified The Council That The Public Works Department Would Be Cleaning The Sherman Parkway Ditch Of Debris To Better Accommodate Storm Water.

13. Items From City Council Members.

Council Member Kelly Reminded Everyone That The Next West Side Health Care Taskforce Meeting Would Be On December 3, 2009 At 6:30 P.M.

Mayor Katen Mentioned That He Had Attended California Redevelopment Meeting In Merced And That The California Redevelopment Agency Was Trying To Stop The State From Taking The Cities Redevelopment Funds. Katen Thanked Public Works For Participating In The Orestimba Creek Flood Control Meetings.

14. Adjourn To Closed Session - 7:38 P.M.

- a. Public Employment - Police Chief - G.C. 54957.
- b. Public Employment - Finance Director - G.C. 54957.
- c. Return To Open Session. - 8:04 P.M.

No Reportable Action Was Taken.

15. Adjournment.

ACTION: On Motion By Kelly Seconded By Candea And Unanimously Carried, The Meeting Was Adjourned At 8:05 P.M.

Honorable Mayor and Members
of the Newman City Council

**ADOPT RESOLUTION NO. 2009- , APPROVING THE WASTE WATER EFFLUENT STORAGE
BASIN EXPANSION PROJECT AND AUTHORIZING ED KATEN AS MAYOR, AND MICHAEL
E. HOLLAND AS CITY CLERK TO RECORD A NOTICE OF COMPLETION**

RECOMMENDATION:

It is recommended that the Newman City Council approve Resolution No. 2009- , authorizing Ed Katen as Mayor, and Michael Holland as City Clerk to record a notice of completion for the Waste Water Effluent Storage Basin Expansion Project.

BACKGROUND:

The Waste Water Treatment Plant Storage Basin Project is identified in the 2008 Waste Water Treatment and Disposal Master Plan and the project is a requirement of the Regional Water Quality Control Board Waste Discharge Requirement for the City's waster water treatment facilities to meet the 100 year flood requirement. The project included the construction of a new effluent storage basin, a new irrigation pump station structure, new irrigation piping, new recirculation piping and miscellaneous improvements to roadways and ditches at the City of Newman's Waste Water Treatment Plant.

ANALYSIS:

On May 26, 2009 City Council awarded a contract to the lowest responsible bidder for the project, Raminha Construction, and construction for this project was completed on September 24, 2009. There were two change orders approved for this project totaling \$18,999.16. The first one was for additional levee and road work at the northwest corner of the new levees, and the second one for additional piping extending out into the existing storage basin.

A final walk-thru inspection of the project was performed by our consultant Eco:Logic Engineering and City Public Works staff members. Everything has been completed and is in compliance with plans and specifications. Attached to this report, please find a letter from the Consultant recommending that the project be accepted and that a Notice of Completion be executed and filed.

The City utilized a low interest loan from the I-Bank to fund with this project.

FISCAL IMPACT:

Original Project Bid	\$595,000.00
Contract Change Order #1	\$9,493.01
Contract Change Order #2	\$9,506.15
Total Project Cost	\$613,999.16

CONCLUSION:

The Waste Water Treatment Plant Effluent Storage Basin Expansion Project, constructed by Raminha Construction, has been completed in compliance with the plans and specifications. The final construction cost is \$\$613,999.16. It is recommended that the City Council approve the project and authorize the filing of the Notice of Completion.

Respectfully Submitted,



Garner Reynolds
Director of Public Works

REVIEWED/CONCUR:



Michael E. Holland
City Manager

November 4, 2009

Mr. Garner Reynolds
Director of Public Works
City of Newman
P.O. Box 787
1162 Main Street
Newman, California 95360

**RE: City of Newman Effluent Storage Basin Project –
Recommendation for Notice of Completion and Closeout**

Dear Mr. Reynolds:

Raminha Construction Inc. completed Final Punchlist work on September 24, 2009 and has since submitted As-Built drawings and required Closeout paperwork. The Project was completed in accordance with the Contract plans and specifications and verification was provided by on-site observation by ECO:LOGIC staff and Kleinfelder Geotechnical Engineering. The attached letter from Kleinfelder Engineering provides verification that the new containment levees were constructed in accordance with recommendations included in the design soils report and based on their field observations and testing.

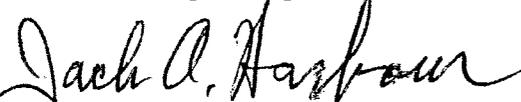
Based on the above information, ECO:LOGIC recommends that the City of Newman file the Final Notice of Completion for the Project and proceed with Project closeout. ECO:LOGIC will provide a Final Summary Report for the Project containing pertinent data with regards to Bid Cost, Change Order Cost, Monthly Pay Requests, Requests for Information, Quotation Requests, and Change Orders.

Thirty five days after the filing of the Notice of Completion, if no claims have been recorded and all conditional lien releases have been obtained, the retention payment can be made to Raminha Construction.

If you have any questions, please contact me.

Sincerely,

ECO:LOGIC Engineering



Jack A. Harbour, P.E.
Construction Manager/Resident Engineer

Attachment: Kleinfelder Letter

cc: Tiffany Knapp, Project Manager
Joe DiGiorgio, Design Engineer



File No. 104781.M01
October 29, 2009

Mr. Jack Harbour
ECO:LOGIC
3875 Atherton Road
Rocklin, CA 95765

**Subject: Engineered Fill Placement Monitoring and Compaction Testing
Newman Waste Water Treatment Plant Expansion
Hills Ferry Road
Newman, California**

Dear Mr. Harbour:

In accordance with your authorization, Kleinfelder performed engineered fill placement monitoring and compaction testing services for the subject project to fulfill the requirements set forth by the project plans and specifications. Earthwork construction was performed by Raminha Construction between June 22 and September 22, 2009. Compaction testing was performed by Kleinfelder on the new storage pond levee foundation subgrades, engineered fill, and aggregate base on unpaved roadways atop the new storage pond levees.

Based on the field observations and test results, it is our professional opinion that the new storage pond levees were constructed following the intent of the recommendations presented in Kleinfelder's geotechnical services report and the project plans and specifications.

The work discussed in this letter was performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. The conclusions, opinions and recommendations are based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no other representation, guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided.

Even with diligent monitoring, construction defects may occur. In all cases the contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects.

104781.M01/MOD9L046
Copyright 2009 Kleinfelder

October 29, 2009

If you have any questions or need additional information, please contact this office.

Respectfully submitted,
KLEINFELDER WEST, INC.

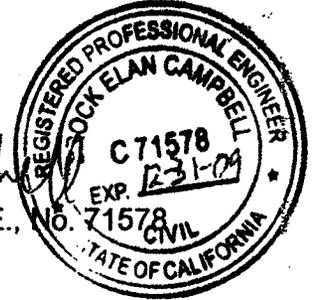


Michael R. Beltran, E.I.T.
Staff Engineer

Reviewed by:



Brock E. Campbell, P.E.,
Project engineer



RESOLUTION NO. 2009-

A RESOLUTION APPROVING THE WASTE WATER TREATMENT PLANT EFFLUENT STORAGE BASIN EXPANSION PROJECT AND AUTHORIZING ED KATEN AS MAYOR, AND MICHAEL E. HOLLAND AS CITY CLERK TO RECORD A NOTICE OF COMPLETION

WHEREAS, on the 8TH day of June, 2009, agreements were entered into between the CITY OF NEWMAN, herein after referred to as "CITY" and Raminha Construction, Inc., herein after referred to as "CONTRACTOR" for the making of certain improvements in the City of Newman, County of Stanislaus, State of California, known as the WASTE WATER TREATMENT PLANT EFFLUENT STORAGE BASIN EXPANSION PROJECT; and

WHEREAS, the improvement security referred to in said agreement was duly executed and filed by Contractor;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newman as follows:

1. That the improvements referred to in said agreement and the maps and other matters referred to therein be, and the same hereby are, approved and accepted.
2. That Ed Katen, as Mayor and Michael E. Holland as City Clerk, are hereby authorized and directed to execute and record a Notice of Completion of said improvements.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 10th day of November, 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 vote:

AYES:
NOES:
ABSENT:

APPROVED:

Ed Katen, Mayor

ATTEST:

Michael E. Holland, City Clerk

**REPORT ON CONGESTION MITIGATION AND AIR QUALITY (CMAQ)
IMPROVEMENT PROGRAM CALL-FOR-PROJECTS FOR FY 11/12**

RECOMMENDATION:

It is recommended that the Newman City Council:

1. Adopt Resolution No. 2009- , authorizing the City Manager or his representative to sign all Documents, Assurances, and Statements for the CMAQ application for the Preliminary Engineering for Traffic Signalization at the intersection of Highway 33 (N Street) and Inyo Avenue.

BACKGROUND:

CMAQ program funding is made available to regions that are in air basins designated non-attainment by EPA. These funds are to be used to implement transportation improvement projects that help regions achieve federal ambient air quality standards by reducing emissions generated by motor vehicles. Projects that are eligible for CMAQ funding include transportation control measures from the applicable regional air quality plan, capital investments in transportation infrastructure, traffic flow improvements that reduce idling and create smooth speeds, clean fuel technology, and other innovative projects that result in the generation of fewer emissions. Eligible projects include the capital investment for traffic signalization to reduce emissions.

The Level of Service (LOS), "A" through "F" is the qualitative measurement used to determine the traffic operating conditions for an intersection or roadway segment. The City of Newman General Plan designates the LOS "C" as the applicable design standard. The existing peak hour intersection LOS for the intersection at Highway 33 and Inyo Avenue is LOS "D" for A.M. Peak hour and LOS "C" for P.M. Peak Hour. According to the City of Newman General Plan: EIR Circulation Element (dated August 4, 2006) at the intersection of Highway 33 and Inyo Avenue the "Observed traffic volumes satisfy Caltrans warrant for peak hour volume, but not the peak hour warrant predicated on total delay at the intersection. Additional analysis of other warrants would be needed to determine if a traffic signal is in fact justified today." Therefore, as a part of the Preliminary Engineering there will be a study conducted at the intersection to determine if the intersection meets the current traffic volumes to satisfy Caltrans' peak hour warrants for the installation traffic signals.

ANALYSIS:

The total amount of CMAQ Target Funds allocated to the City of Newman for FY 2011/2012 is \$100,000.00. The call-for-projects for CMAQ has been issued with applications due by close of business November 20, 2009. The CMAQ funding the City is requesting for FFY 11/12 is \$100,000.00 with a required local match of \$11,470.00, for a total budget for the project of \$111,470.00.

FISCAL IMPACT:

Total Project Budget \$111,470.00	11/12 CMAQ	\$100,000.00
	11/12 Local Match	\$11,470.00

CONCLUSION:

Staff recommendation is for City Council to authorize staff to submit an application to StanCOG for CMAQ targeted funds, and Adopt Resolution No. 2009- , authorizing the City Manager or his representative to sign all Documents, Assurances, and Statements for the CMAQ application for the preliminary engineering phase for the installation of a traffic signal at the intersection of Highway 33 and Inyo Avenue.

Respectfully submitted:



Garner R. Reynolds
Public Works Director

Reviewed/Concur:



Michael E. Holland
City Manager

RESOLUTION NO. 2009-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN AUTHORIZING
THE CITY MANAGER OR HIS REPRESENTATIVE TO SIGN ALL DOCUMENTS,
ASSURANCES AND STATEMENTS FOR AN APPLICATION FOR CMAQ PROGRAM
FUNDING FOR FISCAL YEAR 2011/2012**

WHEREAS, the City of Newman desires to submit an application for funding under the Congestion Mitigation and Air Quality (CMAQ) Improvement Program for the installation of a traffic signal at the intersection of Highway 33 and Inyo Avenue; and

WHEREAS, the Stanislaus Council of Governments (StanCOG) requires certain documents, assurances and statements signed in a timely manor by an Administering Agency Representative to receive funding.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newman does hereby authorize the City Manager or his representative to submit an application for the CMAQ Improvement Program and sign all documents, assurances, and statements in connection therewith for and on behalf of the City of Newman.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 10th day of November, 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 of the City of Newman

Honorable Mayor and Members
of the Newman City Council

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

**AWARD BID FOR THE CITY OF NEWMAN WWTP AERATION BASIN NO. 2
SLUDGE REMOVAL TO ENVIRONMENTAL TECHNIQUES INTERNATIONAL (ETI)**

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2009- , awarding the bid for Aeration Basin No. 2 sludge removal to Environmental Techniques Int. for \$85,000.00 for year one, with an option to extend for up to two years, and a with total not-to-exceed price of 206,400.00.

BACKGROUND:

The Wastewater Treatment Plant's Aeration Basin No. 2 has been in operation since 1979 and after thirty years of service has accumulated an average of 5.3' of sludge. The accumulated sludge has decreased the treatment capabilities of Aeration Basin No. 2 by 71% which has hindered the basin's ability to maintain dissolved oxygen levels necessary to meet permit limits. In order to remedy this deficiency it is necessary to reduce the depth of the sludge. An approved method for reducing the sludge to an acceptable depth is the biological removal of the sludge by means of introducing bacteria specifically designed to degrade sludge. Another method city staff investigated was mechanical removal. This method includes the dredging, drying and hauling of the sludge off site. Estimates for this process exceed \$1,500,000.00, furthermore, the aeration basin would have to be taken off line. The biological method was chosen due to the cost savings and the ability to keep the aeration basin on line for the duration of the process.

ANALYSIS:

The City advertised the Request for Proposals for two weeks with proposals open and read on October 16th, 2009 at 2:00 pm. One proposal was submitted for this project. Environmental Techniques International submitted the only responsible proposal in the amount of \$206,400.00. The Wastewater Superintendent has reviewed the proposal and has found the forms to be in proper order.

The estimated timeframe for this type of sludge removal to acceptable levels is two years. The RFP is valid for one year for \$85,000.00 with the option by the City to renew upon satisfactory performance and a total not-to-exceed price of 206,400.00.

The proposal is performance based, the City will pay only for actual sludge removed and not product (bacteria) used.

FISCAL IMPACT:

Bid amount \$206,400.00	09/10 Budgeted amount	\$85,000.00
(over approximately two years)	10/11 Budgeted amount	\$104,000.00
	11/12 Budgeted amount	\$17,400.00
	Total Project Funds	\$206,400.00

CONCLUSION:

The City of Newman advertised and received for Request for Proposals for Sludge Removal at the Wastewater Treatment Plant for Aeration Basin No. 2. Environmental Techniques Int. has been determined to be the only responsible proposal. Therefore, staff recommends to City Council award the proposal to Environmental Techniques Int. for the bid amount of \$85,000.00 (FY 09/10) with the option to extend upon satisfactory performance, with a total not-to-exceed price of 206,400.00.

Respectfully Submitted,



Garner Reynolds
Director of Public Works

Reviewed/Concur:



Michael E. Holland
City Manager

RESOLUTION NO. 2009-

APPROVAL OF THE SLUDGE REMOVAL CONTRACT AT THE WASTE WATER TREATMENT PLANT AERATION BASIN #2 WITH ENVIRONMENTAL TECHNIQUES INTERNATIONAL.

WHEREAS, the City Manager of the City of Newman has recommended that the City Council approve a contract with Environmental Techniques Int. for the sludge removal at the Waste Water Treatment Plant Aeration Basin #2; and

WHEREAS, the City Council is desirous of entering into a contract with Environmental Techniques Int.; 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 Environmental Techniques Int.;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman hereby approves the contract with Environmental Techniques Int. and authorizes the City Manager to execute said contract for the sludge removal at the Waste Water Treatment Plant Aeration Basin #2.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 10th day of November, 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



City of Newman
City Manager's Office
Memorandum

Date: November 5, 2009

To: City Council

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

Subject: Request by Newman Chamber of Commerce.

Please find attached a written request from the Newman Chamber of Commerce requesting the City Council reduce the liability insurance requirement from \$3,000,000 to \$1,000,000. The Chamber states they are financially unable to provide the amount of coverage as required per the Downtown Events standards adopted on October 11, 2006. Staff requests Council direction concerning this matter.

Newman Chamber of Commerce

P.O. Box 753
Newman, California 95360

Page 1 of 2

To: Michael Holland
From: Newman Chamber of Commerce
SUBJECT: Christmas Tree Lighting
DATE: November 5, 2009

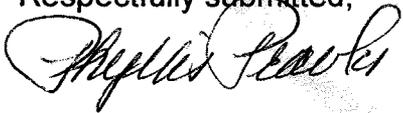
In the enclosed letter to the City from the Chamber of Commerce, dated May 2, 2009, the Chamber informed the city we were not financially able to sponsor the Christmas Tree Lighting for the year 2009.

Yesterday, November 4, 2009, the Chamber was told that the city would consider reducing the \$3,000,000 General Liability policy required to hold a function on the city streets of Newman.

You indicated that a letter from the Chamber is needed to request a reduction of the amount for the General Liability from \$3,000,000 to \$1,000,000, which the Chamber already has in force.

The Chamber is asking the City Council to reduce the required \$3M so that the residents of Newman can once again experience the traditional Tree Lighting that has been held for over twenty years.

Respectfully submitted,



Phyllis Peavler
President - Newman Chamber of Commerce

Newman Chamber of Commerce

P.O. Box 753
Newman, California 95360

May 2, 2009

Mr. Michael Holland
City Manager
1162 Main Street
Newman, CA 95360

re: Christmas Tree Lighting

Dear Michael:

At a previous Chamber of Commerce meeting, it was decided that the Chamber could not financially sponsor the Newman Christmas Tree Lighting for the year 2009.

With the insurance restraints, plus the addition of being required to pay the Food Booth Health Permits, it was not a doable event this year. Upon request, the information from 2008 is available for whomever is chosen to sponsor the event.

Your request at our meeting that we determine a dollar amount for the city to co-sponsor the event was not feasible as we would not know until after the event how much we would be required to pay for the permits. Even with submitting that figure, it still was not a for sure thing that the council would approve the amount, what with your current budget restraints. That, plus the premium for the \$3,000,000.00 insurance policy was astronomical for both the entire year or for a one time event.

The Chamber would like to be able to revisit the sponsoring of the event in the future, but at present time, we are not in a position to so for the 2009 event.

The Chamber wishes you success on the 2009 Christmas Tree Lighting and look forward to continuing our working relationship with the City of Newman.

Sincerely,

Phyllis Peavler
President
Newman Chamber of Commerce
Executive Board:
Vicki Lucas - Vice President
Patty Novoa - Secretary
David Reed - Treasurer

Board of Directors
Diane Newell - Director
Patsy Freitas - Director
Michael Passarelli - Director

"In the heart of the Central Valley • The center of West Side prosperity"
Beef Cattle • Almonds • Spinach • Dairies • Poultry
Walnuts • Tomatoes • Apricots • Alfalfa • Lima Beans • Sugar Beets

STANDARDS FOR DOWNTOWN EVENTS

(Adopted October 11, 2006)

1. **DAYS:**
One Day Event: Sunday Preferred
Two Day Events: Saturday & Sunday or Sunday & Monday may be allowed on holiday weekends
2. **HOURS:**
Events should be scheduled during daylight hours. Events may not begin prior to 7:00 a.m. or end later than 7:00 p.m.
3. **STREET USAGE:**
First time event: One block
Anticipated crowd size: 1000 or less - one block
1000 or more - two blocks
2000 or more - three blocks
4. **INSURANCE:**
Three Million dollar policy naming the City as an additional insured. This must be received by the City three weeks prior to the event.
5. **SECURITY:**
Total cost of security for the event will be the responsibility of the event organizer. One half of the anticipated cost of police services will be deposited with the City Finance Department two weeks prior to the event.

General event: 1 officer per 200 attendees or as deemed necessary by the Chief of Police.

Alcohol/Bands/Dances - 2 officers per 300 attendees or more if required by the Chief of Police.
6. **MUSIC:**
No amplified sound systems before 10 A.M. or after 6 P.M. unless approved by the Chief of Police.
7. **ELECTRICAL:**
Extension cords shall be a minimum of 14-3 gauge wire and properly sized for intended use. The cords shall be protected from abrasions caused by foot traffic and shall be placed so as not to cause a tripping hazard. Use of City electrical outlets must be requested and approved by the City Council

8. **EVENT PLAN:**

The applicant is to complete a street closure plan for barricading the downtown streets and provide a site plan for the location of any portable stages, alcohol sales, and other semi-permanent structures. Included in this site plan should be any special requests of the city including use of electrical outlets. This must be submitted to the Chief of Police or his designee 60 days prior to the date of the event.

9. **CLEAN UP:**

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

10. **APPROVAL OF AFFECTED BUSINESSES:**

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

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

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

11. **BUSINESS LICENSES:**

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

12. **HEALTH PERMITS:**

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

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

All temporary structures including but not limited to stages, platforms and booth structures must be inspected by the City's Building Department on the day of the event. Any direct cost to the City for this service will be the responsibility of the fundraiser/organizer. Any use of canopies must be inspected and approved by a designee of the City on the day of the event.

14. **BLEACHERS:**

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

15. **ADVERTISING:**

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

16. **ALCOHOL:**

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

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

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

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

18. **STATEMENT OF FUNDS**

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

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **10.e.**
City Council Meeting
of November 10, 2009

**AUTHORIZE THE CITY MANAGE TO INITIATE PROPOSITION 218 PROCEEDINGS
FOR SOLID WASTE COLLECTION SERVICES**

RECOMMENDATION:

Adopt Resolution No. 2009- , setting the maximum rates for solid waste collection services and authorizing the City Manager to initiate Proposition 218 proceedings.

BACKGROUND:

Bertolotti Disposal Inc. provides solid waste collection and curbside recycling services to Newman residents and businesses per a 2002 contract agreement with the City of Newman. The current rates for service have remained unchanged since 1998. While the City of Newman is not required Proposition 218 guidelines for a rate increase, staff is recommending the City elect to proceed forward with the proposed rate increase in compliance with its provisions.

In general, the intent of Proposition 218 is to ensure that all taxes and most charges of property owners are subject to voter approval.

ANALYSIS:

In an effort to fairly and adequately set an appropriate rate increase to cover solid waste collection, curbside recycling and street sweeping services, staff used the non-food and energy Consumer Price Index (CPI). With rates not having been raised since 1998, staff drafted two options for Council consideration: (1) Use 1998 as base year and commence rate increase and (2) Use 2000 as base year and commence rate increase. The attached table shows the results (price) for a 90 gallon container:

Year	CPI	Rate	
1998	3.90%	\$16.33	
1999	4.10%	\$17.00	
2000	4.20%	\$17.71	\$16.33
2001	5.50%	\$18.69	\$17.23
2002	2.20%	\$19.10	\$17.61
2003	1.00%	\$19.29	\$17.78
2004	0.30%	\$19.35	\$17.84
2005	1.10%	\$19.56	\$18.03
2006	2.80%	\$20.11	\$18.54
2007	2.70%	\$20.65	\$19.04
2008	2.20%	\$21.11	\$19.46
% Increase		29.24%	19.15%

Based upon Council direction, all rates would increase the same percentage. For example, a 60 gallon container rate would be either \$14.41 (29.24%) or \$13.29 (19.15%) from the current \$11.15 while the 90 gallon container would be either \$21.11 or \$19.46.

FISCAL IMPACT:

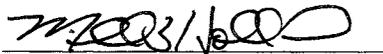
There is a minimal expense (approximately \$450) to insert the notice in the next utility mailing.

CONCLUSION:

While the City Attorney has advised staff that solid waste collection services is not subject to Proposition 218 Omnibus Implementation Act, staff is recommending the City proceed forward with the proposed rate increase in compliance with its provision. This recommendation is forwarded to the Council in an effort to enhance the opportunity for residents to participate in the process and to protect the City from future Court decisions that may render any increase illegitimate for failing to comply with Proposition 218 provisions.

With respect to setting the maximum rate in accordance with Ordinance 98-6, staff recommends the Council elect to utilize a rate increase of 19.15%. This percentage increase will be utilize for all rates; setting the 60 gallon and 90 gallon rates at \$13.29 (\$2.14 increase) and \$19.46 (\$3.16 increase) respectively. Upon approval, staff will initiate the proceedings and insert notices to rate payers on or around November 23rd. A Public Hearing regarding this matter will be held on February 9, 2010.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "MHolland", written over a horizontal line.

Michael Holland
City Manager

EXHIBIT 5
Residential Rates
Valid as of March 2008

County	Entity	Service Area	Hauler Name	Recycling	Yard Waste	Service Level			
				Frequency	Frequency	30-35 Gallon	60-65 Gallon	90-100 Gallon	
Madera	City of Chowchilla	City-wide	Madera Disposal Systems Inc.	Weekly	Weekly	N/A	N/A	\$22.38	
	City of Madera	City-wide	Allied Waste Industries	N/A	Weekly	N/A	N/A	\$27.97	
	County of Madera	Madera Disposal Zone 1	Madera Disposal Systems Inc.	N/A	N/A	N/A	\$22.36	N/A	
		Madera Disposal Zone 2	Madera Disposal Systems Inc.	N/A	N/A	N/A	\$23.25	N/A	
		Madera Disposal Zone 3	Madera Disposal Systems Inc.	N/A	N/A	N/A	\$24.21	N/A	
		Emadco	N/A	N/A	N/A	\$23.73	N/A		
Merced	City of Atwater	City-wide	Allied Waste Industries	N/A	Weekly	N/A	\$18.22	\$19.17	
	City of Dos Palos	City-wide	Allied Waste Industries	N/A	Weekly	N/A	N/A	\$19.00	
	City of Gustine	City-wide	Gilton Solid Waste Management	N/A	Weekly	N/A	N/A	\$15.86	
	City of Los Banos	City-wide	Allied Waste Industries	Weekly	Weekly	N/A	\$29.07	\$43.61	
	City of Merced	City-wide	Municipal	Weekly	Weekly	\$23.47	\$28.02	N/A	
	County of Merced	Service Area 1	Waste Management	N/A	Weekly	N/A	N/A	N/A	\$27.18
		Service Area 2	Waste Management	N/A	Weekly	N/A	N/A	N/A	\$26.10
		Service Area 3	Waste Management	N/A	Weekly	N/A	N/A	N/A	\$26.56
		Service Area 4	Waste Management	N/A	Weekly	N/A	N/A	N/A	\$27.18
		Service Area 5	Waste Management	N/A	Weekly	N/A	N/A	N/A	\$27.82
		Service Area 6	Gilton Solid Waste Management	N/A	Weekly	N/A	N/A	N/A	\$16.08
		Service Area 7	Gilton Solid Waste Management	N/A	Weekly	N/A	N/A	N/A	\$16.08
	San Joaquin	City of Escalon	City-wide	Gilton Solid Waste Management	Weekly	Weekly	N/A	\$15.10	\$19.15
City of Lodi		City-wide	Waste Management	Bi-weekly	Bi-weekly	\$21.94	\$32.99	\$71.93	
City of Manteca		City-wide	Municipal	Bi-weekly	Bi-weekly	\$19.78	\$25.49	\$30.02	
City of Stockton		City-wide	Waste Management	Weekly	Weekly	\$20.58	\$26.04	\$31.51	
			Allied Waste Industries	Weekly	Weekly	\$20.58	\$26.04	\$31.51	
City of Tracy		City-wide	Tracy Disposal Service	Bi-weekly	Bi-weekly	N/A	\$29.45	\$34.85	
County of San Joaquin		Area A	Waste Management	Bi-weekly	N/A	\$19.84	\$26.48	\$33.16	
		Area B	Waste Management	Bi-weekly	N/A	\$19.84	\$26.48	\$33.16	
		Area C	Allied Waste Industries	Bi-weekly	N/A	\$16.77	N/A	\$32.63	
		Area D	Gilton Solid Waste Management	Weekly	N/A	\$20.78	\$31.69	\$41.00	
		Area E	Waste Management	Bi-weekly	N/A	\$19.84	\$26.48	\$33.16	
		Area F	Delta Disposal Services	Weekly	N/A	\$21.24	N/A	\$36.22	
Stanislaus		City of Ceres	City-wide	Bertolotti Disposal, Inc.	Bi-weekly	Bi-weekly	N/A	\$15.10	\$19.15
	City of Modesto	Bertolotti	Bertolotti Disposal, Inc.	Weekly	Weekly	N/A	N/A	\$23.27	
		Gilton	Gilton Solid Waste Management	Weekly	Weekly	N/A	N/A	\$23.27	
	City of Newman	City-wide	Bertolotti Disposal, Inc.	Bi-weekly	N/A	N/A	\$11.15	\$16.33	
	City of Oakdale	City-wide	Gilton Solid Waste Management	Bi-weekly	N/A	\$10.45	N/A	\$13.61	
	City of Riverbank	City-wide	Gilton Solid Waste Management	Weekly	Weekly	\$15.33	N/A	\$17.50	
	City of Turlock	City-wide	Turlock Scavenger Company	Weekly	Weekly	\$25.10	\$33.10	\$38.10	
	City of Waterford	City-wide	Waste Management	Bi-weekly	Bi-weekly	N/A	\$37.71	\$49.72	
	County of Stanislaus	Service Area 1	Bertolotti Disposal, Inc.	Weekly	N/A	N/A	\$14.76	\$22.00	
		Service Area 2	Gilton Solid Waste Management	Weekly	N/A	\$12.93	\$14.56	\$18.91	
		Service Area 3	Waste Management	Weekly	N/A	N/A	\$16.28	\$22.81	
		Service Area 4	Turlock Scavenger Company	Weekly	N/A	N/A	\$15.28	\$22.32	

CITY OF NEWMAN NOTICE OF PUBLIC HEARING

Notice of Public Hearing on Rate Increase for Solid Waste Collection Services

February 9, 2010 at 7:00 PM
Council Chambers, 1200 Main Street, Newman

Notice of Public Hearing in conformance with Article XIID of the California State Constitution and the Proposition 218 Omnibus Implementation Act

In compliance with Article XIID of the California State Constitution and the Proposition 218 Omnibus Implementation Act, the City of Newman is hereby notifying all affected rate payers of the proposed Rate Increase covers Solid Waste Collection, Curbside Recycling and Street Sweeping Services.

Public Hearing Information

A Public Hearing will be held on February 9, 2010 at 7:00 PM at the City of Newman Council Chambers located at 1200 Main Street in Newman. The City Council will conduct the public hearing on the proposed rate increases. At the time of the Public Hearing, the City Council will hear and consider all protests and objections concerning these matters and will consider and may adopt the increased rates and charges.

If you oppose the proposed rate increases, your protest must be submitted in writing, contain a description of the property you own, be signed by the property owner/rate payer and be received prior to the close of the Public Hearing to be considered. If written protests are submitted by a majority of the affected property owners/rate payers, the proposed rate increases may not be imposed. Please mail your written protest to City Clerk, City of Newman, P.O. Box 787, Newman, CA 95360 or deliver your written protest to City Clerk, City of Newman, 1162 Main Street, Newman, CA 95360.

Explanation of Rate Increases

Bertolotti Disposal Inc. provides Solid Waste Collection and Curbside Recycling Services to Newman residents and businesses per a 2002 Contract Agreement with the City of Newman. The maximum rate of service is set in accordance with Ordinance 98-6. The current rates remain unchanged since 1998. Due to increasing operational costs, fuel costs and tipping fees at the County's Fink Road landfill site, the following rates are proposed at this time. Rates include solid waste collection, bi-weekly curbside recycling and semi-monthly street sweeping.

Who Should I Call With Questions?

If you have questions regarding the proposed solid waste collection services rate increases, please call Mike Maier at (209) 862-3725.

Notice from City Attorney

While it has been determined the rate increases to the above-mentioned service are not subject to the Proposition 218 Omnibus Implementation Act, the City has elected to proceed forward with the proposed rate increase in compliance with its provisions.

RESOLUTION NO. 2009-

A RESOLUTION ESTABLISHING MAXIMUM CHARGES FOR SOLID WASTE SERVICES IN THE CITY OF NEWMAN AND AUTHORIZING THE CITY MANAGER TO INITIATE PROPOSITION 218 PROCEEDINGS.

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

WHEREAS, the City Council of the City of Newman is desirous to establish fees for Solid Waste Collection Services; and

WHEREAS, the City Council of the City of Newman in accordance with Ordinance 98-6, has elected to set a maximum rate increase of 19.15 percent for Solid Waste Collection Services; and

WHEREAS, the aforementioned maximum rate as calculated using the consumer price index, and

WHEREAS, the City council of the City of Newman has determined it would be in the best interest to follow Proposition 218 guidelines, and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newman hereby sets the maximum rate increase at 19.15 percent for Solid Waste Collection Services and authorizes the City Manager to initiate Proposition 218 Proceedings.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 10th day of November 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

Honorable Chair and Members
of the Newman Redevelopment Agency

Agenda Item: **10.f.**
Redevelopment Agency Meeting
of November 10, 2009

RESOLUTION APPROVING TERMS FOR PURCHASE OF EASEMENT

RECOMMENDATION:

Approve Resolution No. 2009- , approving the terms of an Agreement for Purchase and Sale of Easement.

BACKGROUND:

Over the past year, staff has been working with Luz and Jose Ramos to extend the plaza project onto the St. George Hotel property. As the City completes and finalizes the necessary documentation to move forward with the Plaza project, one outstanding easement is necessary. The proposed purchase and sale of easement agreement has been prepared by attorneys hired by the City.

ANALYSIS:

The proposed easement within this agreement is an easement for public use and improvement of the easement area as an extension of the plaza. The plaza will be used by the City and the public for purposes of open space. Said easement is proposed to be permanent and perpetual.

The agreement includes an agreement granting license for restaurant purposes to the property owners. This license will allow the licensee to use a part of the easement area for restaurant purposes subject to the terms and conditions set forth within the agreement. Said license shall be for a term of five (5) years, and subject to additional five (5) year terms. Should the licensee fail to satisfy the terms and conditions of the license, the City retains the right to revoke said license.

FISCAL IMPACT:

\$10,000. The Agency would be purchasing the agreement.

CONCLUSION:

Staff recommends the Council approve the terms for said agreement and authorize the Executive Director to execute said agreement. The agreement will assist the City with completion of the Downtown Plaza project.

Respectfully submitted,



Michael Holland
Executive Director

AGREEMENT FOR PURCHASE AND SALE OF EASEMENT

THIS AGREEMENT FOR PURCHASE AND SALE OF EASEMENT ("Agreement") is made as of _____, 2009, by and between Alma Ponce, Joaquin Ponce, Luz Ramos and Jose Ramos ("Seller") and the City of Newman, a municipal corporation ("Buyer").

RECITALS

A. Seller is the owner of real property located in the City of Newman, California more particularly described in attached Exhibit A, which is incorporated into this Agreement by reference ("Property").

B. Buyer desires to purchase an exclusive easement over and across the portion of the Property described and depicted in attached Exhibit B, which is incorporated into this Agreement by reference ("Easement"), and Seller desires to sell the Easement on the terms and conditions in this Agreement.

C. Buyer agrees to grant a license to Seller to continue using a portion of the Easement area for restaurant purposes.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

ARTICLE 1: PURCHASE AND SALE

1.1 The Easement. Seller agrees to sell and convey to Buyer and Buyer agrees to acquire and purchase from Seller, on the terms and subject to the conditions set forth in this Agreement and its Exhibits, the Easement.

ARTICLE 2: PURCHASE PRICE

2.1 Amount. The total purchase price for the Easement shall be Ten Thousand Dollars (\$10,000) (the "Purchase Price").

2.2 Payment. The Purchase Price shall be payable in cash at close of escrow.

ARTICLE 3: GRANT OF EASEMENT

3.1 Easement Agreement. By close of escrow, Buyer and Seller agree to execute an Easement Agreement and Grant Deed in a form substantially similar to the form attached as Exhibit C, which is incorporated into this Agreement by reference.

3.2 Recordation. Immediately upon execution of the Easement Agreement and Grant Deed, Buyer shall record the Easement Agreement and Grant Deed in the Official Records of the County of Stanislaus, State of California.

ARTICLE 4: BUYER'S IMPROVEMENTS

4.1 Improvements. Buyer intends to construct the improvements listed on the attached Exhibit D, which is incorporated into this Agreement by reference.

ARTICLE 5: GRANT OF LICENSE

5.1 License Agreement. By close of escrow, Buyer and Seller agree to execute an Agreement Granting License for Restaurant Purposes ("License Agreement") in a form substantially similar to the form attached as Exhibit E, which is incorporated into this Agreement by reference.

ARTICLE 6: SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer that as of the date of this Agreement and as of the close of escrow:

6.1 Hazardous Substances.

- i. The Property is free and has always been free from Hazardous Substances and is not and has never been in violation of any Environmental Laws.
- ii. There are no buried or partially buried storage tanks located on the Property.
- iii. Seller has received no notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are or have been in violation of any Environmental Law, or informing Seller that the Property is subject to investigation or inquiry regarding Hazardous Substances on the Property or the potential violation of any Environmental Law.
- iv. There is no monitoring program required by the Environmental Protection Agency ("EPA") or any similar state agency concerning the Property.
- v. No toxic or hazardous chemicals, waste, or substances of any kind have ever been spilled, disposed of, or stored on, under, or at the Property, whether by accident, burying, drainage, or storage in containers, tanks, or holding areas, or by any other means.
- vi. The Property has never been used as a dump or landfill.
- vii. Seller has disclosed to Buyer all information, records, and studies in Seller's possession in connection with the Property concerning Hazardous Substances.

6.2 Violation of Law. No condition on the Property violates any health, safety, fire, environmental, sewage, building, or other federal, state, or local law, code, ordinance, or regulation.

6.3 Litigation. There is no pending or threatened litigation, administrative proceeding, or other legal or governmental action with respect to the Property.

6.4 Condition of Property. There are no natural or artificial conditions upon the Property or any part of the Property that could result in a material and adverse change in the condition of the Property.

6.5 Survival. The covenants of this Article shall survive the close of escrow.

ARTICLE 7: CLOSE OF ESCROW

7.1 Investigation. Buyer and its agents, employees, or contractors shall have the right, from the date of this Agreement until the Closing Date, as that term is defined below, to reasonable access on the Property and to contact any federal, state, or local governmental authority or agency for the purposes of investigating any matters relating to the Property. Seller agrees to cooperate reasonably with Buyer and its agents, employees, or contractors in the inspection of the Property and agrees to deliver to Buyer all information in Seller's possession or control pertaining to the condition of the Property, including engineering and environmental reports, studies, tests, monitoring results, and related documentation.

7.2 Condition of Title. Buyer's title to the Easement shall be insured by a title company. Within ten (10) business days after Buyer's receipt of the title report, Buyer shall notify Seller in writing of those exceptions indicated on the title report which Buyer approves ("Approved Exceptions") and those exceptions which the Buyer disapproves ("Disapproved Exceptions"). If Buyer fails to deliver written notice to Seller of any Disapproved Exceptions within said ten (10) day period, then all such items shall be deemed approved by Buyer. Any exceptions indicated on the title report and approved (or deemed approved) by Buyer shall constitute Approved Exceptions in connection with the issuance of the title policy. If Buyer notifies Seller of its disapproval of any exceptions indicated on the title report, then Seller shall have five (5) business days after such notice to advise Buyer in writing of any such exceptions, conditions or facts which Seller is unable or unwilling to remove or subordinate at the close of escrow. If Buyer fails to approve in writing within five (5) days of receiving such notice from Seller those exceptions, conditions or facts which Seller is unable or unwilling to remove at the close of escrow, then either party may, by written notice to the other and the title company, terminate this Agreement and, unless otherwise provided herein, the rights and obligations of the parties hereunder.

7.3 Close of Escrow. The parties intend to close escrow no later than August 31, 2009.

ARTICLE 8: GENERAL PROVISIONS

8.1 Assignment. Buyer shall have the right to assign all rights and liabilities under this Agreement to the City of Newman Redevelopment Agency.

8.2 Attorney's Fees. If litigation is commenced between the parties, the Prevailing Party in that litigation shall be entitled to recover from the nonprevailing party all reasonable attorney's fees and costs. "Prevailing Party" shall include without limitation, a party who dismisses an action in exchange for sums allegedly due; the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; or the party determined to be the prevailing party by a court of law.

8.3 Notices. All notices to be given under this Agreement shall be in writing and sent by:

- i. certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail;
- ii. a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier; or
- iii. hand delivery, in which case notice shall be deemed delivered upon receipt.
- iv. Notices shall be sent to the following addresses:

Buyer: City of Newman
City Clerk
P.O. Box 787
Newman, California 95360

Seller: Alma and Joaquin Ponce
6601 Mt. Hope Drive
San Jose, California 95120

Luz and Jose Ramos
4484 Lullaby Lane
San Jose, California 95111

8.4 Entire Agreement. This Agreement and the documents referenced herein contain the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

8.5 Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

8.6 Waivers. A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

8.7 Construction. The Section headings and captions of this Agreement are, and the arrangement of this is, for the sole convenience of the parties to this Agreement. The Section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form shall include plural, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated in it by this reference.

8.8 Merger. All of the terms, provisions, representations, warranties, and covenants of the parties under this Agreement shall not be merged in the Easement Agreement and Grant Deed or other documents.

8.9 Counterparts. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

8.10 Time of the Essence. Time is of the essence in this Agreement.

8.11 Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors, and assigns.

8.12 Governing Law. This Agreement shall be governed and construed in accordance with California law.

NOW THEREFORE, the parties have executed this Agreement as of the date first written above.

SELLER
Alma Ponce

Name: _____

SELLER
Joaquin Ponce

Name: _____

SELLER
Luz Ramos

Name: _____

SELLER
Jose Ramos

Name: _____

BUYER
City of Newman, a municipal corporation

By: _____

Name: _____

Its: _____

Exhibit A
Legal Description

The land referred to herein is situated in the State of California, County of Stanislaus, City of Newman, and is described as follows:

LOTS 22 AND 23 IN BLOCK 73 OF THE CITY OF NEWMAN, AS PER MAP FILED DECEMBER 10, 1940 IN VOLUME 8 OF MAPS, PAGE 51, STANISLAUS COUNTY RECORDS.

APN: 128-010-019

Exhibit B
Easement Area Description and Map
(Attached)

Joint Use Easement Legal Description

A portion of Lots 22 and 23 all in Block 73 of the City of Newman, As shown on the map filed for record on December 10, 1940 in Volume 8 of Maps at Page 52, Stanislaus County Records, Situated in Section 19, Township 7, South, Range 9 East, M.D.B. & M, County of Stanislaus, State of California being more particularly described as follows;

BEGINNING at the Northwest corner of said lot 23, said point being on the Easterly Right-of-Way of Main Street; thence

Easterly along the Northerly Lot line of said lot 23, to the northeast corner thereof; thence

Southerly along the east line of Lots 23 and 22, to the Southeast corner of said lot 22; thence

Westerly along the south line of said 22, 48.78 feet; thence

Leaving said South line of Lot 22, N 17°04'50" W 23.39 feet; thence

S 72°55'10" W 5.00 feet; thence

N 17°04'50" W 18.46 feet; thence

S 72°55'10" W 196.24 feet to the west line of lot 23, said point being on the Easterly Right-of-Way of Main Street; thence

Northerly along the west line of said 23, to the Point of Beginning.

The above-described parcel contains 0.08 acres, more or less, and is graphically shown on Exhibit B attached hereto and made a part hereof.



Exhibit C
Easement Agreement and Grant Deed
(Attached)

Recording Requested By and When
Recorded Return To:

City Clerk
City of Newman
Post Office Box 787
Newman, California 95360

No recording fee

EASEMENT AGREEMENT AND GRANT DEED

THIS EASEMENT AGREEMENT AND GRANT DEED (“Agreement”) is entered into on _____, by and between Alma Ponce, Joaquin Ponce, Luz Ramos and Jose Ramos (“Grantor”) and the City of Newman, a municipal corporation (“Grantee”), throughout this Agreement collectively referred to as “parties” and individually referred to as “party” or “each party.”

RECITALS

WHEREAS, Grantor is the owner of record of that certain parcel of real property (“Servient Tenement”) located in the City of Newman, Stanislaus County, California, described in Exhibit 1, attached to and incorporated by this reference into this Agreement.

WHEREAS, Grantor and Grantee enter into this Agreement for the purpose of Grantee’s receiving an easement for the purposes described below in this Agreement in that portion of the Servient Tenement referred to in this Agreement as the “Easement Area” and described in Exhibit 2, attached to and incorporated by this reference into this Agreement.

AGREEMENT

NOW, THEREFORE, with regard to the foregoing Recitals and for good and sufficient consideration, the adequacy of which is acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor grants to Grantee an easement, subject to the terms of this Agreement.
2. **Character of Easement.** The easement granted in this Agreement is in gross.
3. **Description of Easement.** The easement granted in this Agreement is an easement for public use and improvement of the Easement Area as an extension of the

plaza, which currently borders the northeast and northwest boundaries of the Servient Tenement. Said plaza shall be used by the City and the public for the purposes of open space. Grantee is permitted now and in the future to make all reasonable improvements necessary to extend the plaza and accommodate the public.

4. **Exclusive Easement.** Grantee's use of the easement granted in this Agreement shall be exclusive. Grantor shall not grant or assign to others any right-of-way or easement in the Servient Tenement.

5. **Duration.** The easement granted will be permanent and perpetual.

6. **Recordation.** Immediately on its execution, this Agreement will be recorded in the Official Records of the County of Stanislaus, State of California.

7. **Covenants Running with the Land.** The terms of this Agreement shall constitute covenants running with the land and shall be binding on, and inure to the benefit of, the successors and assigns of the parties hereto. The parties further agree that this Agreement shall constitute an equitable servitude and it is the intention of the parties that it shall be enforceable as such.

8. **Subordination.** In consideration of the provisions of this Agreement and to assure Grantee of the continued benefits accorded it under this Agreement, _____ [LENDER], holder of a loan and beneficiary of a deed of trust that secures that loan, which deed of trust was signed on _____, and recorded against the Servient Tenement on _____, in the Official Records of the County of Stanislaus, State of California, as Document No. _____, agrees that the deed of trust will be subject to and subordinate to this Agreement and that the recording of this Agreement will be superior and prior in lien to the deed of trust without regard to the date that the deed of trust was signed or recorded.

9. **Assignment.** Grantee shall have the right to assign all rights and liabilities under this Agreement to the City of Newman Redevelopment Agency.

10. **Further Assurances.** The Grantor and Grantee agree to execute, acknowledge, deliver, obtain, and perform all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, assurances, and other documents or instruments reasonably necessary, appropriate or desirable to evidence and implement the purpose, intent, and transactions contemplated herein at the reasonable request and expense of the requesting party.

11. **Headings.** The titles, headings, and subheadings used in this Agreement are used solely for the convenience of the reader and shall not be considered in the construction or interpretation of this Agreement or any portion thereof.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to conflict of laws

principles. The Parties agree that the venue for any litigation arising under or related to this Agreement shall be in the County of Stanislaus, State of California.

13. **Construction.** This Agreement is the result of negotiations between the Parties, none of which has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings and the Parties explicitly waive the application of any rule of law that might otherwise be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party(ies) whose attorney prepared the executed Agreement or any earlier draft(s) of the same.

14. **No Waiver.** A waiver by a Party of a breach of any term, covenant or condition of this Agreement shall not be treated as a continuing waiver of such term, covenant or condition, or as a waiver of a future breach of the same or any other term, covenant or condition of this Agreement.

15. **Severability.** If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be deemed to be severed or deleted from this Agreement and the balance of this Agreement shall remain in full force and effect notwithstanding such invalidity, illegality, or unenforceability.

16. **Pronouns, Statutory References.** All pronouns and all variations thereof used in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the context in which such pronouns are used may require. Any references to statutes or laws include all amendments, modifications, and replacements of the specific sections and provisions so referenced.

17. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same document.

IN WITNESS WHEREOF, the Grantor and Grantee, by and through their authorized representatives, have executed this agreement on the date set forth above.

GRANTOR
Alma Ponce

Name: _____

GRANTOR
Joaquin Ponce

Name: _____

GRANTOR
Luz Ramos

Name: _____

GRANTOR
Jose Ramos

Name: _____

GRANTEE
City of Newman, a municipal corporation

By: _____

Name: _____

Its: _____

Exhibit 1
Legal Description

The land referred to herein is situated in the State of California, County of Stanislaus, City of Newman, and is described as follows:

LOTS 22 AND 23 IN BLOCK 73 OF THE CITY OF NEWMAN, AS PER MAP FILED DECEMBER 10, 1940 IN VOLUME 8 OF MAPS, PAGE 51, STANISLAUS COUNTY RECORDS.

APN: 128-010-019

Exhibit 2
Easement Area Description and Map
(Attached)

Joint Use Easement Legal Description

A portion of Lots 22 and 23 all in Block 73 of the City of Newman, As shown on the map filed for record on December 10, 1940 in Volume 8 of Maps at Page 52, Stanislaus County Records, Situated in Section 19, Township 7, South, Range 9 East, M.D.B. & M, County of Stanislaus, State of California being more particularly described as follows;

BEGINNING at the Northwest corner of said lot 23, said point being on the Easterly Right-of-Way of Main Street; thence

Easterly along the Northerly Lot line of said lot 23, to the northeast corner thereof; thence

Southerly along the east line of Lots 23 and 22, to the Southeast corner of said lot 22; thence

Westerly along the south line of said 22, 48.78 feet; thence

Leaving said South line of Lot 22, N 17°04'50" W 23.39 feet; thence

S 72°55'10" W 5.00 feet; thence

N 17°04'50" W 18.46 feet; thence

S 72°55'10" W 196.24 feet to the west line of lot 23, said point being on the Easterly Right-of-Way of Main Street; thence

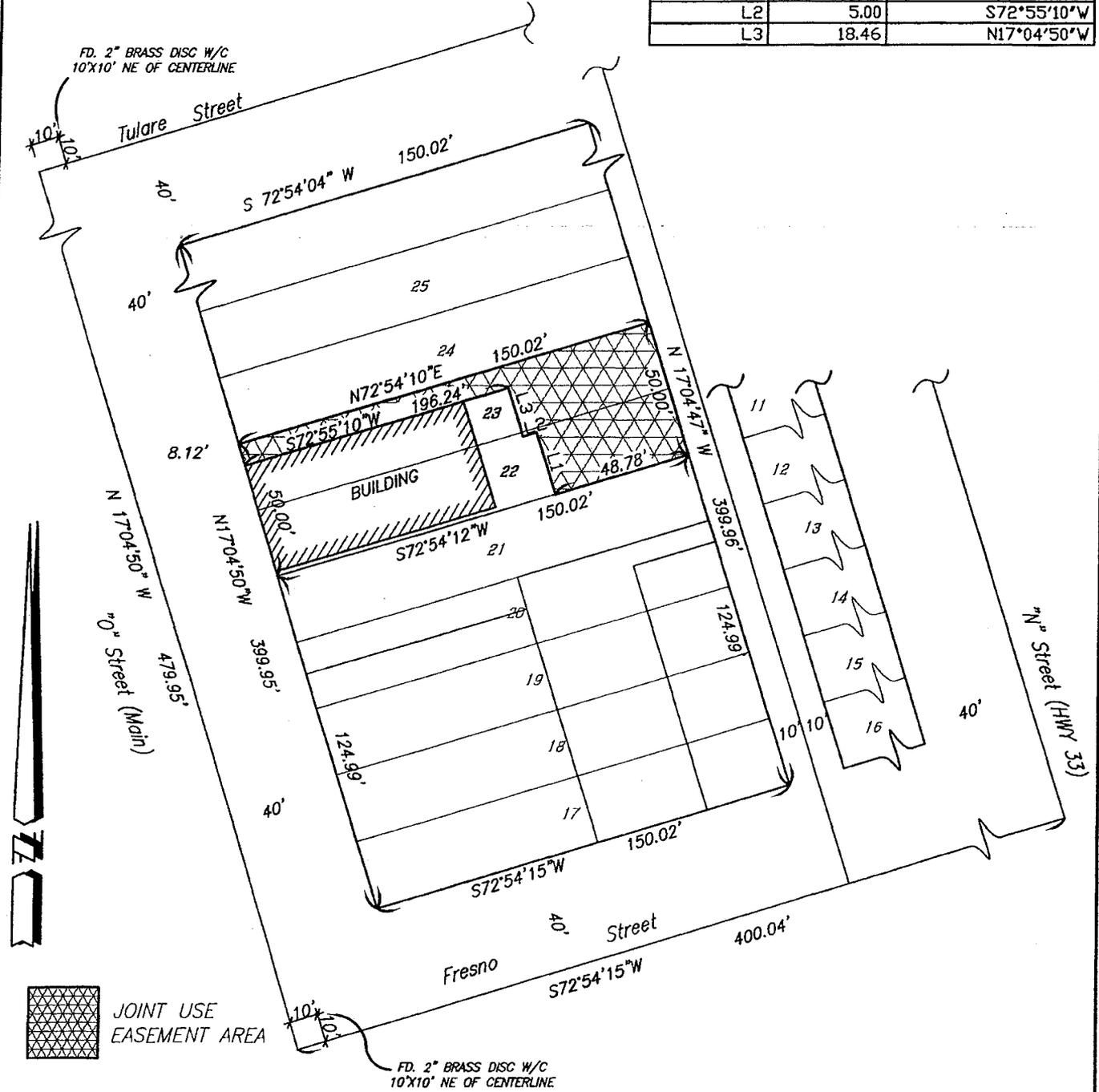
Northerly along the west line of said 23, to the Point of Beginning.

The above-described parcel contains 0.08 acres, more or less, and is graphically shown on Exhibit B attached hereto and made a part hereof.



EXHIBIT B

LINE TABLE		
LINE	LENGTH	BEARING
L1	23.39	N17°04'50"W
L2	5.00	S72°55'10"W
L3	18.46	N17°04'50"W



N: 2006 1306540-NewmanDP Survey Drawings Joint Use Easement Exhibit.dwg, 4:44pm, discloser

rrmdesigngroup
 creating environments people enjoy®
 210 East F Street, Oakdale, CA 95361
 P: (209) 847-1794 | F: (209) 847-7511 | www.rrmdesign.com
A California Corporation | Public Mortgage, License: IC 4880 | Jerry M. Smith, PE #2825, LS #0778 | Jeff Farnon, SA #2844

PORTION OF PARCELS 22 & 23
 OF THE CITY OF NEWMAN
 AS SHOWN ON VOLUME 8 OF MAPS
 AT PAGE 52, STANISLAUS COUNTY
 RECORDS

JOINT USE EASEMENT
 EXHIBIT

PAGE 2 OF 2
 DATE: Nov 11, 2008 SCALE: 1"=50'

Exhibit D Improvements

The design for the Newman Downtown Plaza includes improvements that extend onto the Property. These improvements are a continuation of the overall design for the plaza and generally include the following:

- Paving including concrete, brick and concrete units;
- 6'-0" site walls and columns with associated footings;
- Two (2) ea. decorative iron gates approximately 6'-0" wide and high;
- Site furnishings including benches, tree grates and tree guards, and bollards with associated footings;
- Landscaping including trees and at-grade planters;
- Site drainage system including area drains and storm drain pipes;
- Irrigation system including underground piping, conduit, and wiring;
- Post top light (to match existing lighting in downtown) with associated footings;
- In-ground lighting and electrical outlets; and
- Electrical conduit and wiring.

These improvements include additional work in order to be completed, such as demolition and earthwork.

Exhibit E
License Agreement
(Attached)

AGREEMENT GRANTING LICENSE FOR RESTAURANT PURPOSES

THIS AGREEMENT GRANTING LICENSE FOR RESTAURANT PURPOSES (“Agreement”) is entered into on _____, by and between Alma Ponce, Joaquin Ponce, Luz Ramos, and Jose Ramos (“Licensee”) and the City of Newman, a municipal corporation (“City”), throughout this Agreement collectively referred to as “parties” and individually referred to as “party” or “each party.”

RECITALS

WHEREAS, City holds an exclusive easement across Licensee’s property, which easement is more particularly described in attached Exhibit 1, which is incorporated by this reference into this Agreement (“Easement”).

WHEREAS, City and Licensee enter into this Agreement for the purpose of granting Licensee a license over and upon the Easement, which license is restricted to use of the area for restaurant purposes.

AGREEMENT

NOW, THEREFORE, with regard to the foregoing Recitals and for good and sufficient consideration, the adequacy of which is acknowledged, City and Licensee agree as follows:

1. **Grant of License.** City grants to Licensee a license (hereafter referred to as the “License”) to use a portion of the Easement area for restaurant purposes (hereafter referred to as the “Restaurant Area”), subject to the terms and conditions set forth in this Agreement. Licensee may not use the Easement area for any other purpose or business without obtaining City’s prior written consent.

2. **Terms and Conditions.** The License is subject to the following terms and conditions:

- a. Licensee maintains and repairs the Restaurant Area in a manner similar to the City maintained plaza.
- b. Licensee is responsible for cleaning the Restaurant Area.
- c. City approves all furniture used in the Restaurant Area.
- d. The Restaurant Area is enclosed by removable fencing, approved by City.
- e. All furniture and fencing is removed during hours when the Restaurant Area is not being operated.
- f. Licensee only operates the Restaurant Area between the hours of 11:00 a.m. and 10:00 p.m.
- g. No outdoor music is played by Licensee.

- h. Licensee maintains liability insurance covering the Restaurant Area and operations in the amount of three (\$3) million dollars and names the City as an additional insured.

3. **Assignment.** This License shall not be assigned by Licensee without the prior consent of City, such consent not to be unreasonably withheld.

4. **Term.** This License shall be for a term of five (5) years, commencing on the date of execution of this License and terminating on August 31, 2014 (“Termination Date”). On the Termination Date and each five (5) years thereafter, the License shall be automatically renewed for another five (5) year term, unless City provides a notice of nonrenewal to Licensee sixty (60) calendar days prior to the Termination Date.

5. **Revocation Upon Material Breach.** Upon the failure to satisfy the terms and conditions in Section 2, which failure shall constitute a material breach of this Agreement, City may send written notice to Licensee that the License will be revoked if the breach is not cured. Upon receipt of the written notice, Licensee shall have ten (10) calendar days to cure the breach. If the breach is not cured within the ten (10) calendar day period, or such longer period as approved in writing by the City Manager, the City may revoke the License by having a written revocation notice delivered to Licensee.

6. **Notice.** All notices to be given under this Agreement shall be in writing and sent by:

- i. certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail;
- ii. a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier; or
- iii. hand delivery, in which case notice shall be deemed delivered upon receipt.
- v. Notices shall be sent to the following addresses:

City: City of Newman
City Clerk
P.O. Box 787
Newman, California 95360

Licensee: Alma and Joaquin Ponce
6601 Mt. Hope Drive
San Jose, California 95120

Luz and Jose Ramos
4484 Lullaby Lane
San Jose, California 95111

7. **Termination of Occupancy.** After receipt of the notice of nonrenewal or notice of revocation, Licensee shall remove all of Licensee's personal property from the Easement area and shall return the Easement area in good condition and repair to the reasonable satisfaction of City.

8. **Authorization.** Except as mandated by law, the City manager is authorized to take all action as may be required to implement this license.

9. **Indemnity.** Licensee waives all claims against City for damages to all personal property in, on, or about the Easement area, and for injuries to persons in or about the Easement area, from any cause arising at any time. Further, Licensee agrees to hold City exempt and harmless for and on account of any damage or injury to any person or personal property of any person, arising from (a) Licensee's use of the Restaurant Area, or (b) Licensee's failure to keep the Restaurant Area and surrounding areas clean and in good condition. City shall not be liable to Licensee for any damages by or from any act of any other occupant of the Restaurant Area or any occupant of adjoining or contiguous property. Licensee agrees to pay for all damages to the Restaurant Area, as well as all damage to occupants of the Restaurant Area and to the property of those occupants caused by Licensee's misuse or neglect of the Restaurant Area.

9. **Attorney's Fees.** If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between City and Licensee relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by City and Licensee.

11. **Construction.** The Section headings and captions of this Agreement are, and the arrangement of this is, for the sole convenience of the parties to this Agreement. The Section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form shall include plural, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated in it by this reference.

12. **Counterparts.** This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

13. **Time of the Essence.** Time is of the essence in this Agreement.

14. **Governing Law.** This Agreement shall be governed and construed in accordance with California law.

NOW THEREFORE, the parties have executed this Agreement as of the date first written above.

CITY
City of Newman

By: _____

Name: _____

Its: _____

LICENSEE
Alma Ponce

Name: _____

LICENSEE
Joaquin Ponce

Name: _____

LICENSEE
Luz Ramos

Name: _____

LICENSEE
Jose Ramos

Name: _____

Exhibit 1
Easement Area Description and Map
(Attached)

Joint Use Easement Legal Description

A portion of Lots 22 and 23 all in Block 73 of the City of Newman, As shown on the map filed for record on December 10, 1940 in Volume 8 of Maps at Page 52, Stanislaus County Records, Situated in Section 19, Township 7, South, Range 9 East, M.D.B. & M, County of Stanislaus, State of California being more particularly described as follows;

BEGINNING at the Northwest corner of said lot 23, said point being on the Easterly Right-of-Way of Main Street; thence

Easterly along the Northerly Lot line of said lot 23, to the northeast corner thereof; thence

Southerly along the east line of Lots 23 and 22, to the Southeast corner of said lot 22; thence

Westerly along the south line of said 22, 48.78 feet; thence

Leaving said South line of Lot 22, N 17°04'50" W 23.39 feet; thence

S 72°55'10" W 5.00 feet; thence

N 17°04'50" W 18.46 feet; thence

S 72°55'10" W 196.24 feet to the west line of lot 23, said point being on the Easterly Right-of-Way of Main Street; thence

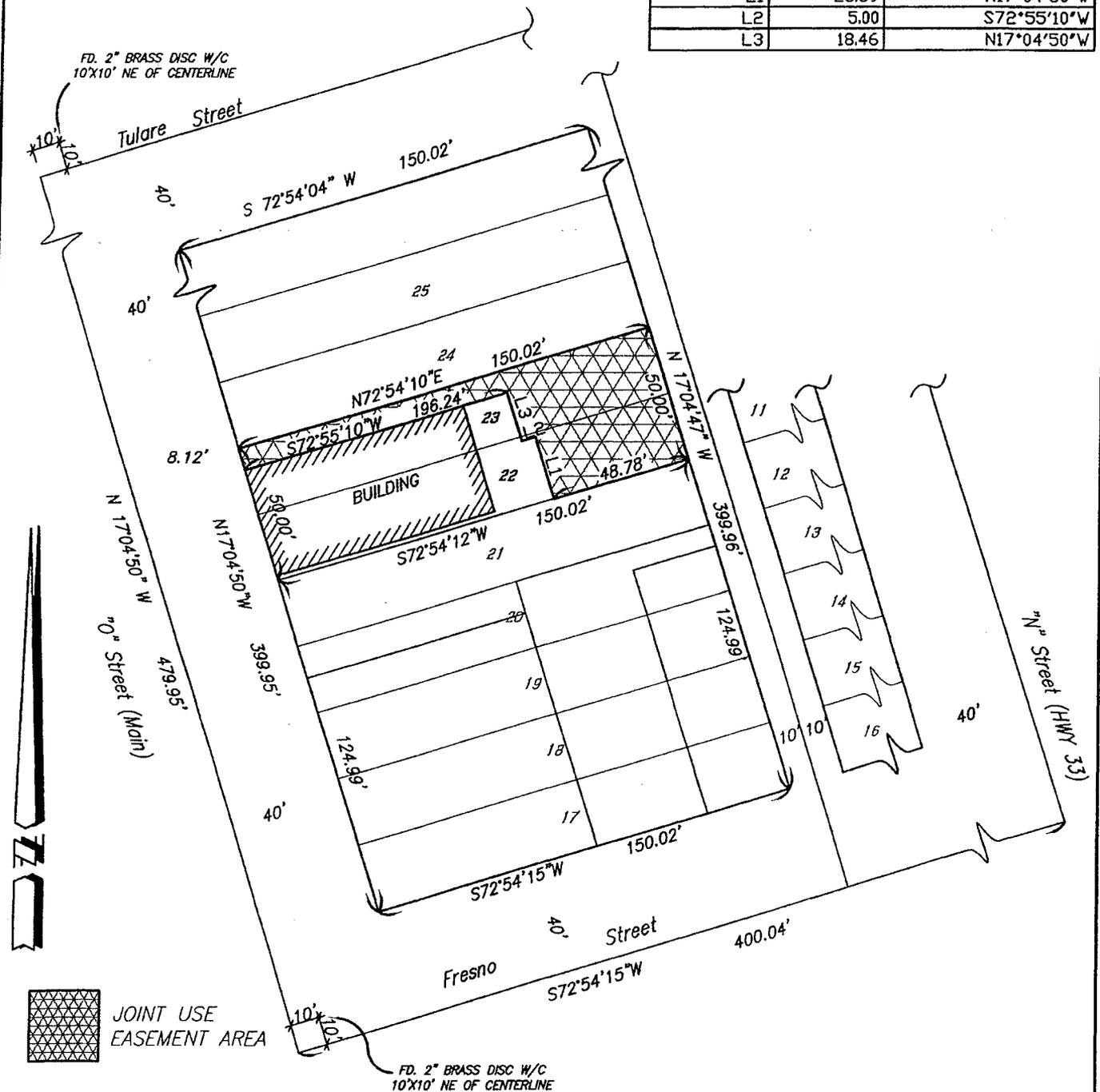
Northerly along the west line of said 23, to the Point of Beginning.

The above-described parcel contains 0.08 acres, more or less, and is graphically shown on Exhibit B attached hereto and made a part hereof.



EXHIBIT B

LINE TABLE		
LINE	LENGTH	BEARING
L1	23.39	N17°04'50"W
L2	5.00	S72°55'10"W
L3	18.46	N17°04'50"W



N: J2006 J1306540-NewmanDP Survey Drawings Joint Use Easement Exhibit.dwg, 4:44pm, discloser

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PORTION OF PARCELS 22 & 23
 OF THE CITY OF NEWMAN
 AS SHOWN ON VOLUME 8 OF MAPS
 AT PAGE 52, STANISLAUS COUNTY
 RECORDS

JOINT USE EASEMENT
 EXHIBIT

PAGE 2 OF 2
 DATE: Nov 11, 2008 SCALE: 1"=50'

Date.: Oct 30, 2009
Time.: 4:55 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
036337	08/31/09	30.00	DEPART OF HEALTH SERVICES	RE-EXAM/WATER TREATMENT OPERATOR/CANTU
036609	10/26/09	2847.36	EMPLOYMENT DEV DEPT/SUI	UNEMPLOYMENT/PENALTY & INTEREST/06/30/09
036610	10/26/09	1000.00	EMPLOYMENT DEV DEPT/SUI	PENALTY FOR NONCOMPLIANCE OF FORM DE7/2008
036611	10/27/09	40.00	STANISLAUS COUNTY	RELEASE OF DIRECT CHARGE/PROPERTY TAX/026-057-019
036612	10/29/09	294.00	ADAM MCGILL	REIMBURSE LIFE INSURANCE PREMIUM/MCGILL
Sub-Total:		----- 4211.36		
Grn-Total:		----- 4211.36		
Count:		5		

Date.: Nov 6, 2009
Time.: 2:18 pm
Run by: EMILY M. FARIA

CITY OF NEWMAN
CASH DISBURSEMENTS REPORT

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Ck #	Check Date	CK Amount	Vendor Name	Description
036613	11/06/09	.00	VOIDED CHECK	
036614	11/06/09	.00	VOIDED CHECK	
036615	11/06/09	.00	VOIDED CHECK	
036616	11/06/09	.00	VOIDED CHECK	
036617	11/06/09	.00	VOIDED CHECK	
036618	11/06/09	304.78	ALL STAR CHEMICAL CORP	TANK SAVER/FD
036619	11/06/09	8.88	AT&T LONG DISTANCE	LONG DISTANCE 862-4636/PD
036620	11/06/09	29.54	AT&T	PHONE TOLL CHARGES 9/13-10/12/09/862-3199/862-3725
036620	11/06/09	515.23	AT&T	MONTHLY PHONE SERV/9/13/09 TO 10/12/09
036620	11/06/09	2265.54	AT&T	T1 LINE 9/20/09 TO 10/19/09/PD
036620	11/06/09	146.58	AT&T	EMERGENCY DISPATCH LINE/PD/9/20/09 TO 10/19/09
036621	11/06/09	408.80	JAMES J. BELL	CONTRACT SERVICES/EVIDENCE CLERK/J. BELL/10-30-09
036622	11/06/09	49843.33	BERTOLOTTI DISPOSAL	GARBAGE SERVICE FOR OCT 2009
036623	11/06/09	358.50	BERTOLOTTI DISPOSAL	LANDFILL FEES/OCT 2009
036624	11/06/09	4917.01	W.H. BRESHEARS, INC.	GAS AND DIESEL PURCHASES/OCT 2009
036625	11/06/09	2388.00	BRUCE BUDMAN	INTERIM FINANCE DIRECTOR 11/02-11/05/09/BUDMAN
036626	11/06/09	1590.00	CRA	CALIF RDA MEMBERSHIP DUES 2009-2010/HOLLAND
036627	11/06/09	86.40	CALIF BUILDING STANDARDS COMMI	SB1473 FEES COLLECTED JULY - SEPT 2009
036628	11/06/09	100.00	JEFF CARTER	PARKING LOT RENT/NOV 2009
036629	11/06/09	8500.00	CBA (CALIFORNIA BENEFITS)	PRE-PAID DENTAL-VISION DEPOSITS
036630	11/06/09	260.00	CBA (ADMIN FEES)	DENTAL-VISION ADMINISTRATION FEES/NOV 2009
036631	11/06/09	29.78	C B MERCHANT SERVICES, INC	REIMBURSE BAD DEBT
036632	11/06/09	2481.00	CEN*CAL AUTO BODY WORKS	REPAIRS TO PD UNIT #504
036632	11/06/09	1062.48	CEN*CAL AUTO BODY WORKS	REPAIRS TO 2007 BUICK LACROSSE/PD

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CITY OF NEWMAN
CASH DISBURSEMENTS REPORT

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Ck #	Check Date	CK Amount	Vendor Name	Description
036633	11/06/09	13.42	CHEVRON	LATE FEE/INTEREST ON PREVIOUS GAS BILL
036634	11/06/09	162.87	CIT TECHNOLOGY FIN SERV, INC	MS GSA OFFICE PRO PLUS/NOV 2009/PD
036635	11/06/09	50.00	CARL J. COELHO (CHUCK)	Veh Operation FIRE/NOV 2009
036636	11/06/09	94.90	COMCAST CABLE	HIGH SPEED INTERNET 10/22/09 TO 11/21/09
036637	11/06/09	2025.00	CONTRACT SWEEPING SERVICES, IN	STREET SWEEPING PER CONTRACT OCT 2009
036638	11/06/09	778.38	CORBIN WILLITS SYS, INC.	SERVICE & ENHANCEMENT FEES/NOV 2009
036639	11/06/09	302.30	CRESCENT SUPPLY CO. #1	WEB GEAR FOR BICYCLE OFFICER
036639	11/06/09	11.91	CRESCENT SUPPLY CO. #1	NAME BAR
036640	11/06/09	320.00	JULIO CUEVAS	SOCCER SET-UP AND TAKE DOWN/CUEVAS
036641	11/06/09	386.84	E&M ELECTRIC, INC.	LIGHT BULBS FOR DOWNTOWN BULLARDS
036641	11/06/09	72.50	E&M ELECTRIC, INC.	REVERSE ROTATION ON STORM PUMP/CREEK CANYON
036641	11/06/09	72.50	E&M ELECTRIC, INC.	RE-SET STARTER @ CREEK CANYON LIFT STATION
036641	11/06/09	151.90	E&M ELECTRIC, INC.	RE-WIRE POLICE PARKING LIGHT
036642	11/06/09	125.25	ECONOMIC TIRE SHOP	TIRE REPAIRS/NEW TUBE/TUBE PATCHED
036643	11/06/09	19540.17	ECO:LOGIC, INC	PROGRESS BILL #1/WATER & WASTEWATER ON-CALL 09/10
036644	11/06/09	34.95	FIREtoWIRE, INC	WEB HOSTING 11/17/09 TO 12/17/09
036645	11/06/09	143.66	GARTON TRACTOR	FILTERS/ELEMENT/ADHESIVE
036645	11/06/09	5.57	GARTON TRACTOR	PARTS FOR SEWER MACHINE
036645	11/06/09	458.66	GARTON TRACTOR	REPLACED HYDROSTATIC CONTROL LINKAGE
036645	11/06/09	293.02	GARTON TRACTOR	REPAIRED OIL LEAD ON SERVICE QUAD/WWTP
036646	11/06/09	125.00	EDDIE GARCIA	SOCCER REFEREE/SETP UP/TAKE DOWN
036647	11/06/09	320.00	FELICIA GARCIA	SOCCER REF/SET-UP AND TAKE DOWN/GARCIA
036648	11/06/09	1000.00	GOLDEN BY-PRODUCTS SCRAP TIRE	45 FOOT TRAILER RENTAL/TIRE AMNESTY
036649	11/06/09	200.00	ELIZARDO GUTIERREZ	REFUND MEMORIAL BLDG DEPOSIT/GUTIERREZ
036650	11/06/09	590.86	HEWLETT-PACKARD FINANCIAL SERV	HARDWARE LEASE 11/18/09 TO 12/17/09/PD

Date.: Nov 6, 2009
Time.: 2:18 pm
Run by: EMILY M. FARIA

CITY OF NEWMAN
CASH DISBURSEMENTS REPORT

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Ck #	Check Date	CK Amount	Vendor Name	Description
036651	11/06/09	321.87	IKON OFFICE SOLUTIONS	COPIER LEASE/10/10/09 TO 11/09/09/CITY HALL
036652	11/06/09	303.64	IDEXX LABORATORIES, INC.	SUPPLIES FOR WATER SAMPLING
036653	11/06/09	176.73	JENSEN & JENSEN	EXPENSES RELATED TO RECREATIONAL OPPORTUNITIES
036654	11/06/09	623.00	KAISER PERMANENTE	HEALTH INSURANCE PREMIUM/DEC 2009
036655	11/06/09	1614.60	KAISER PERMANENTE	3RD QUARTER COBRA PREMIUM SUBSIDY/LEMUS
036656	11/06/09	140.00	IVAN LEDEZMA	SOCCER SET-UP/TAKE DOWN/LEDEZMA
036657	11/06/09	45.00	SARA LORENA MADRIGAL	CANCELLED PARK USE/MADRIGAL
036658	11/06/09	1363.40	MALLARD EXPRESS AUTO	SPARK PLUGS/WIRE SET/INJECTOR/OIL FILTER/
036659	11/06/09	84.47	FRANK B. MARKS & SON, INC	6 TONS CONCRETE SAND
036659	11/06/09	95.03	FRANK B. MARKS & SON, INC	7 TONS GRAVEL
036660	11/06/09	330.00	SANTIAGO MENDOZA	SOCCER SET-UP/TAKE DOWN/REFEREE/S. MENDOZA
036661	11/06/09	250.00	MARIBEL MENDOZA	SOCCER REFEREE/SET-UP AND TAKE DOWN/MENDOZA
036662	11/06/09	200.00	MID-VALLEY WATER UTIL ASO	WATER TREATMENT CERT REVIEW/McWATERS/CANTU
036663	11/06/09	280.00	KRISTEN MOORE	SOCCER REFEREE/KRISTIN MOORE
036664	11/06/09	300.00	KAHUA MOORE	SOCCER REFEREE/SET-UP/TAKE DOWN/MOORE
036665	11/06/09	320.00	JONATHAN J. MORENO	SET-UP/TAKE DOWN SOCCER/JJ MORENO
036666	11/06/09	387.84	NEWMAN ACE HARDWARE/JACT, INC	MISC FASTNERS/CARB CLEANER/RAKE/TRUNK/OIL/GLUE
036667	11/06/09	141.32	NORMAC, INC.	25 RAINBIRD 1806R POP-UPS/15 MPR NOZZLES
036668	11/06/09	1329.00	OPERATING ENGINEERS/	HEALTH INSURANCE PREMIUM/DEC 2009
036669	11/06/09	250.00	CITY OF PATTERSON	FIRE DATA REPORTING/AUGUST 2009
036669	11/06/09	250.00	CITY OF PATTERSON	FIRE REPORTING DATA/SEPT 09
036670	11/06/09	35.09	RALEY'S IN STORE CHARGE	SUPPLIES FOR PLANNING DIRECTOR'S MEETING
036671	11/06/09	140.00	RANDHAWA MEDICAL GRP, IN	PRE-EMPLOYMENT PHYSICAL/EMMONS
036672	11/06/09	55.00	MARTY REIS	BACKFLOW TESTING/1945 N STREET
036673	11/06/09	49.50	GARNER REYNOLDS (NT)	PARKING/SHUTTLE REIMBURSE/AWWA CONF/REYNOLDS

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CITY OF NEWMAN
CASH DISBURSEMENTS REPORT

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Ck #	Check Date	CK Amount	Vendor Name	Description
036674	11/06/09	222.39	RICHARD & CHAMBERS	2010 CALENDARS
036675	11/06/09	255.45	ROBIC REFRIGERATION	REPAIRS TO ICE MACHINE/FIRE DEPT
036676	11/06/09	10999.25	ROSS RECREATION EQUIP INC	TABLES AND BENCHES FOR PIONEER PARK STRUCTURE
036677	11/06/09	200.00	VERENIS RUIZ	REFUND MEMORIAL BLDG DEPOSIT/RUIZ
036678	11/06/09	11201.01	SCM HEARTHSTONE, LLC	REIMBURSE OVERPAY OF PARK/WATER/STORM/SEWER FEES
036679	11/06/09	587.00	STANISLAUS COUNTY	FOOD ESTABLISHMENT/BARRINGTON/10/1/09-9/30/10
036679	11/06/09	587.00	STANISLAUS COUNTY	FOOD ESTABLISHMENT/MATTERI FIELD/10/1/09-9/30/10
036680	11/06/09	15236.25	GORDON B. FORD	PROPERTY TAXES 2009-2010
036681	11/06/09	12.00	STAN CNTY CLERK RECORDER	RELEASE OF LIEN FEES/531 LADYSLIPPER/1959 SYDNEY
036682	11/06/09	149.52	STAPLES CREDIT PLAN	UPRIGHT VACUUM CLEANER/BAGS
036683	11/06/09	23.96	STAPLES BUSINESS ADVANTAGE	CLEAR POLY BAGS
036683	11/06/09	202.23	STAPLES BUSINESS ADVANTAGE	PAPER/LABELS/PENS
036683	11/06/09	46.75	STAPLES BUSINESS ADVANTAGE	SECURE-A-PEN/REFILLS
036684	11/06/09	155.83	TRAVIS BORRELLI	PORTABLE RESTROOM RENTAL/SERVICE
036685	11/06/09	197.07	T.H.E. OFFICE CITY	INK CARTRIDGES/FIRE DEPT
036685	11/06/09	173.35	T.H.E. OFFICE CITY	5 CARTONS COPY PAPER
036686	11/06/09	237462.84	TOM MAYO CONSTRUCTION	PROGRESS PAY # 1/2009 STREET REPAIRS
036687	11/06/09	150.00	BARBARA J. TOSTA	YOUNG AT HEART INSTRUCTOR/OCT 2009
036688	11/06/09	615.05	UNIFIRST CORPORATION	UNIFORM CLEANING/MAT RENTAL/MOP HEAD CLEAN/OCT 209
036689	11/06/09	50.00	GEORGE VARGAS	VEH OPERATION FIRE/NOV 2009
036690	11/06/09	769.00	WESTSIDE ANIMAL CLINIC	VACCINATION CLINIC
036690	11/06/09	1361.00	WESTSIDE ANIMAL CLINIC	NATE NEUTERS 10 CASES
036691	11/06/09	101.86	YANCEY LUMBER COMPANY	2 BAGS DOG FOOD/K-9
036691	11/06/09	352.32	YANCEY LUMBER COMPANY	PADLOCK/PAINT/FLASHLIGHT/PLYWOOD/KEYS
036692	11/06/09	57.37	BLEVINS, AMANDA	MQ CUSTOMER REFUND FOR BLE0001

Date.: Nov 6, 2009
Time.: 2:18 pm
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CITY OF NEWMAN
CASH DISBURSEMENTS REPORT

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Ck #	Check Date	CK Amount	Vendor Name	Description
036693	11/06/09	37.22	JACK, BRANDON	MQ CUSTOMER REFUND FOR JAC0009
Sub-Total:		----- 394874.72		
Grn-Total:		----- 394874.72		
Count: 101				