

AGENDA
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
REGULAR MEETING DECEMBER 8, 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 November 10, 2009 Regular Meeting.
9. Public Hearings
 - a. Adopt Resolution No. 2009- , A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.
10. Regular Business
 - a. Adopt Resolution No. 2009- , Approving An Agency-State Master Agreement And Program Supplement Agreement With Caltrans And Authorizing The City Manager To Execute Said Agreements.
 - b. Adopt Resolution No. 2009- , Approving The 2009 Street Repairs Project And Authorizing Ed Katen As Mayor And Michael E. Holland As City Clerk To Record A Notice Of Completion.
 - c. Adopt Resolution No. 2009- , Approving The 2009 Fresno Street Sidewalk And Storm Drain Project And Authorizing Ed Katen As Mayor And Michael E. Holland As City Clerk To Record A Notice Of Completion.
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

December 5 - Camber Of Commerce Tree Lighting Event

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 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

AGENDA
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
REGULAR MEETING DECEMBER 22, 2009
CITY COUNCIL CHAMBERS, 7:00 P.M., 1200 MAIN STREET

DECEMBER 22, 2009 MEETING CANCELLED

Next Regularly Scheduled Meeting - January 12, 2010

Date.: Dec 4, 2009
Time.: 10:07 am
Run by: EMILY M. FARIA

CITY OF NEWMAN
CASH DISBURSEMENTS REPORT

Page.: 1
List.: NEW1
Group: PYCPDP

Ck #	Check Date	CK Amount	Vendor Name	Description
036766	12/04/09	5617.08	AECOM USA, INC	PROFESSIONAL SERVICES/GEN ENGINEERING 9/05/09-11/9
036767	12/04/09	20.90	AT&T LONG DISTANCE	LONG DISTANCE CHARGES FOR 862-4636 2090
036768	12/04/09	18.75	AT&T	LONG DISTANCE 10/13/09 TO 11/12/09
036768	12/04/09	493.70	AT&T	MONTHLY TELEPHONE SERVICE 10/13/09 TO 11/12/09
036769	12/04/09	533.88	BASIC CHEMICAL SOL./INC.	200 GALLONS SODIUM HYPOCHLORITE
036770	12/04/09	467.00	BAY PARK HOTEL	LODGING/SUPERVISOR TRAINING/SHORT/12/18/09
036771	12/04/09	488.80	JAMES J. BELL	INTERIM EVIDENCE CLERK/11/16/09 TO 11/30/09
036772	12/04/09	49704.57	BERTOLOTTI DISPOSAL	MONTHLY GARBAGE SERVICE/NOV 2009
036773	12/04/09	203.39	BIG DAN'S CUSTOM POWDER COATIN	2 NEW TIRES/MOUNTED AND BALANCED
036774	12/04/09	10406.00	BLUE SHIELD	BLUE SHIELD HEALTH INS PREMIUM/JAN 2009
036775	12/04/09	385.63	W.H. BRESHEARS, INC.	GAS/DIESEL PURCHASES/NOV 2009
036776	12/04/09	2446.24	BRUCE BUDMAN	INTERIM FINANCE DIR/11/30/09 TO 12/03/09
036777	12/04/09	100.00	JEFF CARTER	PARKING LOT RENT/DEC 2009
036778	12/04/09	237.25	CBA (ADMIN FEES)	DENTAL-VISION ADMIN FEES/DEC 2009
036779	12/04/09	136.98	CENTRAL SANITARY SUPPLY	LIQUID BOWL CLEANER/GERMICIDAL
036780	12/04/09	35.23	CHEVRON	GASOLINE PURCHASE/PD
036781	12/04/09	704.27	CHICAGO TITLE COMPANY	REFUND OF OVERPAYMENT ON 2139 GREAT FALLS RD
036782	12/04/09	165.00	CITY CLERKS ASSOC OF CALI	CITY CLERK MEMBERSHIP DUES
036783	12/04/09	50.00	CARL J. COELHO (CHUCK)	Veh Operation FIRE/DEC 2009
036784	12/04/09	61.43	ELAINE COLLISON (NT)	REIMBURSE SUPPLIES/COLLISON
036785	12/04/09	94.90	COMCAST CABLE	HIGH-SPEED INTERNET SERVICE/11/22 TO 12/21/09
036786	12/04/09	778.38	CORBIN WILLITS SYS, INC.	SERVICE & ENHANCEMENT FEES/DEC 2009
036787	12/04/09	542.00	GARY WHITE	HAY HAULING/3RD CUTTING/WWTP
036788	12/04/09	1150.00	DCO TREE CARE	REMOVAL OF TREE/COPELAND PARK/TRIMMING

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Ck #	Check Date	CK Amount	Vendor Name	Description	
036789	12/04/09	346.71	ECONOMIC TIRE SHOP	1 NEW TIRE/TRUCK SERVICE	
036789	12/04/09	344.21	ECONOMIC TIRE SHOP	1 NEW TIRE/2 CHANGE-OUTS	
036790	12/04/09	9304.65	ECO:LOGIC, INC	WASTEWATER & WATER PROFESSIONAL SERVICES/OCT 09	
036791	12/04/09	34.95	FIREtowIRE, INC	WEB HOSTING 12/17/09 TO 1/1709	
036792	12/04/09	1147.50	GEOANALYTICAL LAB, INC.	WEEKLY BACTIS/BOD/TSS/NITRATE/OCT/NOV 2009	
036793	12/04/09	590.86	HEWLETT-PACKARD FINANCIAL SERV	HARDWARE LEASE 12/18/09 TO 1/17/10/PD	
036794	12/04/09	136.36	STEPHANIE HOUSE	REIMBURSE SUPPLIES/TEEN CNTR SNACK BAR/HOUSE	
036795	12/04/09	601.98	IKON OFFICE SOLUTIONS	COPIER LEASE/ADDITL COPIES/CH/11/10-12/09/09	0
036796	12/04/09	1050.00	JOSHUA HOLSAPPLE'S	150 TONS GYPSUM SPREADING/WWTP	
036797	12/04/09	127.83	ED KATEN (NT)	REIMBURSEMENT FOR MAYOR'S MEETING/KATEN	
036798	12/04/09	30.52	CRYSTAL GARCIA	LUBE/OIL & FILTER CHANGE	
036798	12/04/09	65.00	CRYSTAL GARCIA	DIAGNOSTICS/CHECK ENGINE LIGHT	
036799	12/04/09	732.43	NEWMAN ACE HARDWARE/JACT, INC	CHAIN/OIL/BIKE HOOK/REFUSE CAN/LIGHTS/TIES/CORD	
036800	12/04/09	47.83	NOB HILL	SUGAR/CREAMER/CUPS/COFFEE	
036801	12/04/09	314.62	PACIFIC WATER RESOURCES	ELECTRIC HOUSING ASSEMBLY/DOME ASSEMBLY/STUDS	
036802	12/04/09	2953.80	PACIFIC MUNICIPAL CONSULTANTS	CAPITAL FACILITIES FEE UPDATE INVOICE #5	
036803	12/04/09	29.99	PATTERSON AUTO CARE, INC	ESTIMATE/PD	
036804	12/04/09	24.01	PIONEER DRUG	BINDERS/SUPPLIES FOR WATER & STREET DEPT	
036805	12/04/09	61399.92	RAMINHA CONSTRUCTION, INC	10% RETENTION PAYMENT/#4/WWTP STORAGE BASIN	
036806	12/04/09	914.43	RRM DESIGN GROUP, INC.	PROFESSIONAL SERVICES/DOWNTOWN PLAZA	
036807	12/04/09	240.02	SOLECON, INC	FILTER CHANGE/CLEAN EVAP & CONDENSE COIL/PD	
036808	12/04/09	75.83	STAPLES CREDIT PLAN	SONY NOISE CANCELLING/100 CDS	
036809	12/04/09	14.83	STAPLES BUSINESS ADVANTAGE	HAND SANITIZER	
036809	12/04/09	94.22	STAPLES BUSINESS ADVANTAGE	ID CARD LAMINATE/REEL CLIPS	
036809	12/04/09	152.14	STAPLES BUSINESS ADVANTAGE	FOLDERS/FILE LABELS/INK CARTRIDGE/AUDIO TAPES	

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036809	12/04/09	126.70	STAPLES BUSINESS ADVANTAGE	LABELMAKER
036809	12/04/09	30.05	STAPLES BUSINESS ADVANTAGE	CALC RIBBON/PAPER/RULED PADS/SHEET PROTECTORS
036810	12/04/09	1477.29	TEL STAR INSTRUMENTS, INC	YEARLY CALIBRATIONS/INSTALL ISOLATOR @ WWTP
036811	12/04/09	54026.49	TOM MAYO CONSTRUCTION	PROGRESS PAYMENT #2 FOR 2009 STREET REPAIRS
036812	12/04/09	165.00	BARBARA J. TOSTA	YOUNG AT HEART INSTRUCTOR/NOV 2009
036813	12/04/09	88.00	UNITED STATES POSTMASTER	2 ROLLS POSTAGE STAMPS
036814	12/04/09	50.00	GEORGE VARGAS	MONTHLY GAS ALLOWANCE/DEC 2009
036815	12/04/09	134.00	WESTSIDE ANIMAL CLINIC	NATE SPAY/RIVERA ROCKY
036815	12/04/09	134.00	WESTSIDE ANIMAL CLINIC	NATE SPAY/RAGON KITANA
036815	12/04/09	110.00	WESTSIDE ANIMAL CLINIC	NATE NEUTER/TORRES BLACKY
036816	12/04/09	50.93	YANCEY LUMBER COMPANY	NUTRO LAMB & RICE DOG FOOD
036817	12/04/09	122.40	ALVERNAZ INVESTMENTS,	MQ CUSTOMER REFUND FOR ALV0060
036818	12/04/09	61.08	FIELD ASSET SERVICES INC,	MQ CUSTOMER REFUND FOR FIE0002
036819	12/04/09	46.64	GONZALEZ, RENE	MQ CUSTOMER REFUND FOR GON0132
036820	12/04/09	7504.53	HOWK SYSTEMS, INC.	PO #10-26
036821	12/04/09	1554.96	NSP-3	PO #10-24
036822	12/04/09	5250.77	SHAPE INCORPORATED	PO #10-27
Sub-Total:		226598.86		
Grn-Total:		226598.86		
Count:	67			

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Ck #	Check Date	CK Amount	Vendor Name	Description
036763	11/20/09	60.00	CASHIER,DEPT OF PESTICIDE	PESTICIDE CERTIFICATION RENEWAL/L. PERRY
036764	11/20/09	60.00	CASHIER,DEPT OF PESTICIDE	PESTICIDE CERTIFICATION/D. MUTOZA
036765	11/20/09	346.00	STATE WATER RESOURCES CONTROL	HILL PARK NPDES/NOI
Sub-Total:		466.00		
Grn-Total:		466.00		
Count: 3				

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Ck #	Check Date	CK Amount	Vendor Name	Description
31411	11/19/09	-21351.93	PERS	Ck# 031411 Reversed
31411	11/19/09	-12.06	PERS	Ck# 031411 Reversed
036694	11/12/09	25009.48	RRM DESIGN GROUP, INC.	PROFESSIONAL SERVICES/DOWNTOWN PLAZA
036695	11/16/09	250.00	WEST SIDE HEALTY CHOICES 2010	2010 CALENDAR PROJECT/STAN CNTY HEALTHY CHOICES
036696	11/19/09	21178.00	ANTHEM BLUE CROSS	HEALTH INSURANCE PREMIUM/DEC 2009
036697	11/19/09	187.08	ARROWHEAD MOUNTAIN SPRING	BOTTLED WATER DELIVERIES/OCT 2009
036698	11/19/09	332.89	AT&T MOBILITY	WIRELESS ACCESS/10/3/09 TO 11/02/09/PD
036699	11/19/09	62.87	AT&T	MONTHLY CHARGES FOR 668-3946/11/1 TO 11/30/09
036700	11/19/09	467.00	BAY PARK HOTEL	LODGING/SUPERVISOR TRNG/BRETT SHORT/12/07 TO 12/18
036701	11/19/09	507.70	JAMES J. BELL	CONTRACT SERVICES/EVIDENCE CLRK/J. BELL 11/15/09
036702	11/19/09	96.03	B G AUTO	BATTERY FOR 2-06 TRUCK
036702	11/19/09	17.56	B G AUTO	GASKET MATERIAL/SEWER DEPT
036702	11/19/09	46.79	B G AUTO	BOX OF EAR PLUGS
036703	11/19/09	440.00	BJ'S CONSUMER'S CHOICE IN	PEST CONTROL SERVICES/10/20/09
036704	11/19/09	63775.05	BONANDER PONTIAC, INC	GMC 2009 CNG FLATBED TRUCK
036705	11/19/09	4827.48	BRUCE BUDMAN	INTERIM FINANCE DIR/11/9/09 TO 11/19/09/BUDMAN
036706	11/19/09	260.79	BUSINESS CARD	PARKING/LODGING/HYDRAULIC BUTTON ACTUATOR
036706	11/19/09	322.90	BUSINESS CARD	MEALS/BATTERY/KEY FOB/PD
036707	11/19/09	50.00	CALIF DEPT OF PUBLIC HEALTH	APPLICATION/WATER DISTRIBUTION EXAM/EMMONS
036708	11/19/09	726.03	CENTRAL SANITARY SUPPLY	CANLINERS/FACIAL TISSUE/PAPER TOWELS/GLOVES/DISINF
036709	11/19/09	200.42	ESMERALDA CERNA	REFUND MEM BLDG DEPOSIT/E. CERNA
036710	11/19/09	8266.00	CLENDENIN BIRD & CO LLP	SECOND PROGRESS BILL/6/30/09 AUDIT SERVICES
036711	11/19/09	500.00	CODE PUBLISHING COMPANY	MUNICIPAL CODE WEB HOSTING 11/09 TO 11/10
036712	11/19/09	470.00	COFFEE ROAD VETERINARY CLINIC	BORDETELLA BOOSTER/RABIES/DHLP INJECTIONS/K-9

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036714	11/19/09	710.22	CRESCENT SUPPLY CO. #1	UNIFORM SUPPLIES/N. BORDEN/J. TOBIN/PD
036715	11/19/09	8477.31	EMPLOYMENT DEV DEPT/SUI	UNEMPLOYMENT INS 3RD QUARTER/FEDERAL BENIFIT EXT
036716	11/19/09	1241.97	ENERGY SYSTEMS	PARTS AND REPAIRS TO GENERATOR/PD
036717	11/19/09	416.75	ENVIRONMENTAL SYSTEMS RESEARCH	ARCVIEW SINGLE USE PRIMARY MAINTENANCE
036718	11/19/09	1320.00	GDR ENGINEERING, INC.	PROFESSIONAL SERVICES/FRESNO ST/OCT 2009
036719	11/19/09	1122.48	GOLDEN STATE IRRIGATION	SHOVEL/WATER TANK/PAINT/GLOVES/PVC COUPLINGS
036720	11/19/09	27901.65	GROVER LANDSCAPE, INC.	PROGRESS BILLING/LANDSCAPE WORK/HOWARD HILL PARK
036721	11/19/09	27.09	HARD DRIVE GRAPHICS	SET OF 3 POLICE DECALS FOR BIKE PATROL HELMET
036722	11/19/09	137.68	HOGUE, FENTON, JONES & APPEL, I	PROFESSIONAL SERVICES/EMPLOYMENT ADVICE & COUNSEL
036722	11/19/09	118.44	HOGUE, FENTON, JONES & APPEL, I	PROFESSIONAL SERV/LEMUS/OCT 2009
036723	11/19/09	40.00	JASON HUTCHINS (NT)	REIMBURSEMENT FOR TRAINING GUN/HUTCHINS
036724	11/19/09	328.38	IKON OFFICE SOLUTIONS	COPIER LEASE/10/25/09 TO 11/24/09/PD
036725	11/19/09	2918.18	INFOSEND, INC	UTILITY BILL MAILING/LATE NOTICES/SEPT-OCT 09
036726	11/19/09	1800.00	IWORQ SYSTEMS	INTERNET WORK MANAGEMENT & SUPPORT/NOV09-OCT2010
036727	11/19/09	153.00	JOBS AVAILABLE, INC.	LINE AD/FINANCE DIRECTOR
036728	11/19/09	8240.00	JOE'S LANDSCAPING &	LIGHTING & LANDSCAPE SERVICES/OCT 2009
036729	11/19/09	333.44	JOHNSON BROTHERS	REBUILD CARBURETOR/INTERNATIONAL LOADSTAR
036730	11/19/09	200.00	KARINA LOPEZ	SOCCER SET-UP/TAKE-DOWN/KARINA LOPEZ
036731	11/19/09	164.82	MALLARD EXPRESS AUTO	REPAIRS TO AC UNIT/PD
036731	11/19/09	405.21	MALLARD EXPRESS AUTO	ALTERNATOR/BATTERY REPLACEMENT/K-9 UNIT
036731	11/19/09	17.33	MALLARD EXPRESS AUTO	REPLACED WINDSHIELD WIPERS/PD
036732	11/19/09	1384.24	MCDONOUGH, HOLLAND, ALLEN	LEGAL SERVICES RENDERED THRU 10/31/09
036733	11/19/09	1534.34	MID VALLEY IT, INC	MONTHLY IT SERVICES/DEC 2009
036734	11/19/09	50.00	FRANCISCO NAVARRETE	SOCCER REF/SET-UP AND TAKE-DOWN/F. NAVARRETE
036735	11/19/09	279.68	CITY OF NEWMAN-PETTY CASH	POSTAGE/PARKING/MEALS/COFFEE/MAILINGS

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036736	11/19/09	33.50	CRYSTAL GARCIA	LUBE/OIL & OIL FILTER CHANGE/2005 CHEVROLET
036737	11/19/09	1285.21	NEWMAN POLICE DEPT EXPLORER PO	50% PROCEEDS FROM SOCCER SNACK BAR
036738	11/19/09	1547.01	NEXTEL COMMUNICATIONS	CELL PHONE USAGE/OCT 2009
036739	11/19/09	7.44	NTDSTICHLER ARCHITECTURE	REIMBURSABLE EXPENSE/H. HILL PARK/APRIL 2009
036739	11/19/09	12101.90	NTDSTICHLER ARCHITECTURE	PROFESSIONAL SERVICES/JULY 09/AQUATICS CENTER
036739	11/19/09	12101.90	NTDSTICHLER ARCHITECTURE	PROFESSIONAL SERVICES/SEPT 09/AQUATIC CENTER
036739	11/19/09	751.65	NTDSTICHLER ARCHITECTURE	PROFESSIONAL SERVICES/SEPT 09/HOWARD HILL PARK
036739	11/19/09	104.09	NTDSTICHLER ARCHITECTURE	REIMBURSABLE EXPENSES/BLUEPRINTS/HOWARD HILL PARK
036739	11/19/09	1503.30	NTDSTICHLER ARCHITECTURE	PROFESSIONAL SERVICES/OCT 2009/HOWARD HILL PARK
036740	11/19/09	196.94	PACIFIC WATER RESOURCES	O RINGS/MECHANICAL SEALS
036741	11/19/09	1123.73	PATTERSON AUTO CARE, INC	MOUNT & BALANCE 4 NEW TIRES/2002 CHEVY TAHOE/PD
036742	11/19/09	660.00	CITY OF PATTERSON	COUNCIL MTG VIDEO REIMBURSEMENT/OCT 2009
036743	11/19/09	163.14	P G & E	NATURAL GAS FOR CNG/OCT 2009
036744	11/19/09	165.00	PITNEY BOWES CREDIT CORP.	POSTAGE METER RENTAL/8/30/09 to 11/30/09
036745	11/19/09	66.32	PITNEY WORKS	INK CARTRIDGE FOR POSTAGE METER
036746	11/19/09	3238.37	PRECISION INSPECTION, INC	Bldg Reg Inspec BLDG REGU
036747	11/19/09	22257.44	PERS	PERS PAYROLL REMITTANCE
036748	11/19/09	75.00	LYDIA RENTERIA	REFUND MEMORIAL BLDG DEPOSIT/JUAN LAINEZ
036749	11/19/09	200.00	LAURA RIVAS	REFUND MEMORIAL BLDG DEPOSIT/LAURA RIVAS
036750	11/19/09	175.00	S.B.R.P.S.T.C.	REGISTRATION/SUPERVISOR TRNG/B. SHORT
036751	11/19/09	1056.00	SELF HELP ENTERPRISES	LOAN SERVICING FEE/OCT 2009
036752	11/19/09	98.88	SHARPENING SHOP	IGNITION COID/SCREW
036752	11/19/09	25.00	SHARPENING SHOP	TEST RUN ON POLE SAW
036753	11/19/09	500.00	BRETT SHORT (NT)	PER DIEM/SUPERVISOR TRAINING/B. SHORT
036754	11/19/09	301.70	SIERRA DISPLAY, INC.	1000 C-7 STEADY BURNING LIGHTS/DOWNTOWN

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Ck #	Check Date	CK Amount	Vendor Name	Description
036755	11/19/09	58.70	STANISLAUS COUNTY	PENALTY FOR LATE PAY ON INV #694268
036755	11/19/09	58.70	STANISLAUS COUNTY	PENALTY FOR LATE PAY ON INV 694267
036756	11/19/09	249.00	STATE OF CALIFORNIA	6 FINGERPRINT APPS/3 FBI FINGERPRINTS
036757	11/19/09	51.45	STAPLES BUSINESS ADVANTAGE	BOARD MARKER/STARTER SET/CORP YARD
036757	11/19/09	33.99	STAPLES BUSINESS ADVANTAGE	BUBBLE MAILER/PAPER/PEN REFILLS/LETTER OPENER
036757	11/19/09	43.22	STAPLES BUSINESS ADVANTAGE	PEN CUP/BATTERIES/PAPER/BINDER CLIPS
036758	11/19/09	155.83	TRAVIS BORRELLI	PORTABLE RESTROOM RENTAL/SERVICE
036759	11/19/09	133.62	THOMPSON CHEVROLET-BUICK	MIRROR/PD
036760	11/19/09	4182.50	URBAN FUTURES, INC	PROFESSIONAL SERVICES/RDA PLAN AMENDMENT/AUG 2009
036760	11/19/09	15052.50	URBAN FUTURES, INC	PROFESSIONAL SERVICES/RDA PLAN AMENDMENT/OCT 2009
036761	11/19/09	90.00	MATTOS NEWSPAPERS, INC.	NOTICE OF PUBLIC HEARING/HOUSING ELEMENT 09-01
036761	11/19/09	90.00	MATTOS NEWSPAPERS, INC.	NOTICE OF PUBLIC HEARING/USE PERMIT 09-05
036761	11/19/09	121.92	MATTOS NEWSPAPERS, INC.	1000 MAILING LABELS
036762	11/19/09	24.00	WEST SIDE PUBLIC SCALE	WEIGHT TAGS/OCT 2009/WWTP
Sub-Total:		248836.24		
Grn-Total:		248836.24		
Count:		89		

MINUTES
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
REGULAR MEETING NOVEMBER 10, 2009
CITY COUNCIL CHAMBERS, 7:00 P.M., 1200 MAIN STREET

1. **Call To Order** - Mayor Katen 7:02 P.M.
2. **Pledge Of Allegiance.**
3. **Invocation** - Mayor Katen.
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, Invited Everyone To The Chamber Mixer On December 3, 2009 And Explained That The Event Would Benefit Toys For Tots.

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.

ACTION: On Motion By Candea Seconded By Martina And Unanimously Carried, The Consent Calendar And An Additional Warrant For RRM Design Group In The Amount Of \$25,009.05 Were Approved.

9. **Public Hearings** - None.

10. **Regular Business**

- a. Adopt Resolution No. 2009-64, Authorizing Ed Katen As Mayor And Michael Holland As City Clerk To Record A Notice Of Completion For The Wastewater Effluent Storage Basin Expansion Project.

ACTION: On Motion By Martina Seconded By Davis And Unanimously Carried, Resolution No. 2009-64, A Resolution Authorizing Ed Katen As Mayor And Michael Holland As City Clerk To Record A Notice Of Completion For The Wastewater Effluent Storage Basin Expansion Project Was Adopted.

- b. Adopt Resolution No. 2009-65, Authorizing The City Manager Or His Representative To Sign All Documents, Assurances And Statements For The CMAQ Application For Preliminary Engineering For Traffic Signalization At The Intersection Of Highway 33 (N Street) And Inyo Avenue.

ACTION: On Motion By Kelly Seconded By Candea And Unanimously Carried, Resolution No. 2009-65, A Resolution Authorizing The City Manager Or His Representative To Sign All Documents, Assurances And Statements For The CMAQ Application For Preliminary Engineering For Traffic Signalization At The Intersection Of Highway 33 (N Street) And Inyo Avenue Was Adopted.

- c. Adopt Resolution No. 2009-66, Awarding The Bid For Aeration Basin No. 2 Sludge Removal To Environmental Techniques International For \$85,000.00 For The First Year, With An Option To Extend For Up To Two Years, With A Total Not-To-Exceed Price Of \$206,400.00.

ACTION: On Motion By Davis Seconded By Kelly And Unanimously Carried, Resolution No. 2009-66, A Resolution 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 Was Adopted.

- d. Request By Newman Chamber Of Commerce.

Mary Moore, 1442 "Q" Street, Asked If The Tree Lighting Event Had Experienced Any Problems In The Past.

Vicki Lucas, Newman Chamber Of Commerce, Explained That The Christmas Tree Lighting Event Planned For This Year Would Be More Focused On Existing Local Businesses. Lucas Stated That The Chamber Is Requesting Permission To Have The Event On December 5, 2009. Lucas Mentioned That There Would Not Be Food Booths This Year And Gave The Council A List Of Proposed Activities.

Phyllis Peavler, Newman Chamber Of Commerce, Explained That Health Department Charged The Chamber A Considerable Amount Of Money For Food Booths Last Year And That The Cost Of Insurance Required By The City Would Make It Difficult For The Chamber To Afford To Sponsor The Event. Phyllis Asked The Council To Lower The Insurance Requirement For This Year's Tree Lighting.

ACTION: On Motion By Candea Seconded By Martina And Unanimously Carried, The Council Reduced The Required Liability Insurance Amount From \$3 Million To \$1 For The Current Year's Event.

- e. Adopt Resolution No. 2009-67, Setting The Maximum Rates For Solid Waste Collection Services And Authorizing The City Manager To Initiate Proposition 218 Proceedings.

ACTION: On Motion By Kelly Seconded By Davis And Unanimously Carried, Resolution No. 2009-67, A Resolution Setting The Maximum Rates For Solid Waste Collection Services And Authorizing The City Manager To Initiate Proposition 218 Proceedings Was Adopted.

- f. Adopt Resolution No. 2009-68, Approving The Terms Of An Agreement For Purchase And Sale Of Easement.

ACTION: On Motion By Candea Seconded By Kelly And Unanimously Carried, Resolution No. 2009-68, A Resolution Approving The Terms Of An Agreement For Purchase And Sale Of Easement Was Adopted.

11. Items From District Five Stanislaus County Supervisor.

Supervisor DeMartini Reminded Everyone That The Next West Side Healthcare Taskforce Meeting Would Be On December 3, 2009 In Newman. DeMartini Mentioned That He Expected Our Economic Development Bank Loan Application To Go Before The Board Of Supervisors On November 24, 2009.

12. Items From The City Manager And Staff.

City Manager Holland Reminded Everyone That The City Offices Would Be Closed For Veterans Day And Thanked All Veterans For Their Service To Our Country. Holland Asked The Council For Concurrence To Reappoint Nick Candea To The Solid Waste Task Force And The Council Unanimously Agreed.

Chief McGill Informed The Council That The City Would Be Exploring The Idea Of A Franchise Tow Agreement In The Near Future To Help Manage And Regulate Tow Companies.

Public Works Director Reynolds Updated The Council On The Fresno Street Sidewalk\Storm Drain Project And The Hill Park Project And Presented Pictures Of Both. Reynolds Informed The Council That Staff Was Actively Working On Securing Funding For Plaza Project.

13. Items From City Council Members.

Council Member Candea Reminded Everyone That The Orestimba\Gustine Football Game Would Be On Friday Evening In Gustine And Encouraged Everyone To Attend.

Council Member Kelly Thanked Staff For Helping Get The Girls Volleyball Banner Up Across Main Street. Kelly Asked The Council To Donate \$250.00 Toward The West Side Healthcare Taskforce Calendar And The Council Concurred.

Mayor Katen Mentioned That He Would Be Traveling With Staff To Sacramento On The Coming Thursday For Another Orestimba Creek Flood Control Meeting. Katen Thanked Supervisor DeMartini For His Support Of The City's Economic Development Bank Loan Application.

14. Adjournment.

ACTION: On Motion By Davis Seconded By Kelly And Unanimously Carried, The Meeting Was Adjourned At 8:17 P.M.

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **9.a.**
City Council Meeting
of December 8, 2009

REPORT ON NUISANCE ABATEMENT

RECOMMENDATION:

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

BACKGROUND:

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

ANALYSIS:

This notice informs property owners of all nuisance abatement procedures, option and their right to object at a public hearing. It is anticipated that many property owners will comply with the abatement notices prior to the hearing date. A final compliance survey will be done on Monday, December 7, 2009. A list of properties that have not complied with the abatement notice will be handed out at the council meeting prior to the public hearing.

FISCAL IMPACT:

None

CONCLUSION:

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

Respectfully submitted,



Adam McGill, Chief of Police

REVIEWED/CONCUR:



Michael Holland, City Manager

RESOLUTION NO. 2009-

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

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

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

WHEREAS, said hearing was held on December 8, 2009, at 7:00 p.m., as in said notice provided; and,

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

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

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 8th day of December, 2009 by Council Member _____, who moved its adoption, which motion was duly seconded and was adopted upon roll call vote.

AYES:
NOES:
ABSENT:

APPROVED:

ATTEST:

Mayor

Deputy City Clerk

City of Newman
Abatement list

1.1336 Basil Drive (UNOCCUPIED)

Garbage, appliances, and furniture throughout the front yard of property.

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **9.a.**
City Council Meeting
of December 8, 2009

REPORT ON NUISANCE ABATEMENT

RECOMMENDATION:

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

BACKGROUND:

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ANALYSIS:

This notice informs property owners of all nuisance abatement procedures, option and their right to object at a public hearing. It is anticipated that many property owners will comply with the abatement notices prior to the hearing date. A final compliance survey will be done on Monday, December 7, 2009. A list of properties that have not complied with the abatement notice will be handed out at the council meeting prior to the public hearing.

FISCAL IMPACT:

None

CONCLUSION:

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

Respectfully submitted,



Adam McGill, Chief of Police

REVIEWED/CONCUR:

Michael Holland, City Manager

RESOLUTION NO. 2009-

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

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WHEREAS, said hearing was held on December 8, 2009, at 7:00 p.m., as in said notice provided; and,

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

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

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 8th day of December, 2009 by Council Member _____, who moved its adoption, which motion was duly seconded and was adopted upon roll call vote.

AYES:
NOES:
ABSENT:

APPROVED:

ATTEST:

Mayor Pro Tem

Deputy City Clerk

City of Newman
Abatement list

1.1336 Basil Dr. (UNOCCUPIED)

Garbage, appliances, and furniture throughout the front yard of property.

Assessment Roll			
General Information			
Assessment	128-056-047-000	Parcel Number	128-056-047-000
Current Document	1992R0098746	Current Document Date	10/14/1992
Land Sq Ft	6,000.00	Tax Rate Area (TRA)	003-030
Taxability	800 -- PROP 8 REDUCTION		
Land Use	101 -- SINGLE FAMILY RESIDENCE		
Assessment Description			
Roll Values as of: January 1st, 2009			
Land	\$30,000	Personal Property	\$0
Structure(s)	\$41,500	Personal Property (MH)	\$0
Fixtures	\$0	Exemption	\$0
Growing Improvements	\$0	Exemption	\$0
Total Land & Improvements	\$71,500	Net Assessment	\$71,500
Assessee			
ELIZALDE RAMIRO & ELIZALDE MARTHA			
Address			
1336 BASIL CT NEWMAN CA 95360-1702			

Ownership						
Owner Name	Own %	Pri	Granting Doc No.	Title Type	RT Code	
ELIZALDE MARTHA	100.00%	Y	2003IConvert			
ELIZALDE RAMIRO	100.00%	Y	2003IConvert			

Situs		
Street Address	City State Zip	
1336 BASIL CT	Newman CA 95360-1702	

Parcel Description	
Assessment	Description
128-056-047-000	

Martha and Ramiro Elizalde
1336 Basil Court
Newman, Ca 95360

NOTICE TO ABATE PUBLIC NUISANCE BY THE REMOVAL OF WEEDS,
DIRT, RUBBISH AND/OR RANK GROWTH

NOTICE IS HEREBY GIVEN THAT:

Pursuant to the provisions of Chapter 2, Title 8 of the City Code of Newman, the following conditions, as declared in Section 8-2-3, constitutes a public nuisance

at: 1336 Basil Ct., APN No. 128-056-047-000,

Debris and garbage in the front yard and driveway, which must be abated by the destruction, or removal thereof within 10 days of the date of the notice.

All responsible persons owning, managing or having control or change or occupancy of any such private property shall, without delay, destroy or remove such public nuisances, as defined above, from their property and from their half of the abutting street and alley between the lot lines, as extended, or such public nuisances will be destroyed or removed and such nuisances abated by City authorities, in which case the cost of destruction or removal will be assessed upon the lots and lands, from, or on which, or abutting the streets and alleys from, or on which, such nuisance was abated, and such costs will constitute a lien upon the lots or parcels until paid and will be collected on the next tax roll upon which Municipal taxes are collected.

All Property owners having objections to the proposed abatement of the nuisance are hereby notified to attend a meeting of the City Council of the City of Newman to be held on November 24, 2009 at 7:00 p.m., at which time and place all objections will be heard and given due consideration.

Dated: October 23, 2009

Jessica Tobin
Community Service Officer

Martha and Ramiro Elizalde
1336 Basil Court
Newman, Ca 95360

SECOND NOTICE

NOTICE TO ABATE PUBLIC NUISANCE BY THE REMOVAL OF WEEDS,
DIRT, RUBBISH AND/OR RANK GROWTH

x

NOTICE IS HEREBY GIVEN THAT:

Pursuant to the provisions of Chapter 2, Title 8 of the City Code of Newman, the following conditions, as declared in Section 8-2-3, constitutes a public nuisance

at: 1336 Basil Ct., APN No. 128-056-047-000,

Debris and garbage in the front yard and driveway, which must be abated by the destruction, or removal thereof within 10 days of the date of the notice.

All responsible persons owning, managing or having control or change or occupancy of any such private property shall, without delay, destroy or remove such public nuisances, as defined above, from their property and from their half of the abutting street and alley between the lot lines, as extended, or such public nuisances will be destroyed or removed and such nuisances abated by City authorities, in which case the cost of destruction or removal will be assessed upon the lots and lands, from, or on which, or abutting the streets and alleys from, or on which, such nuisance was abated, and such costs will constitute a lien upon the lots or parcels until paid and will be collected on the next tax roll upon which Municipal taxes are collected.

All Property owners having objections to the proposed abatement of the nuisance are hereby notified to attend a meeting of the City Council of the City of Newman to be held on November 24, 2009 at 7:00 p.m., at which time and place all objections will be heard and given due consideration.

Dated: November 6, 2009

Jessica Tobin
Community Service Officer

Martha and Ramiro Elizalde
1336 Basil Court
Newman, Ca 95360

THIRD AND FINAL NOTICE

NOTICE TO ABATE PUBLIC NUISANCE BY THE REMOVAL OF WEEDS, DIRT, RUBBISH AND/OR RANK GROWTH

NOTICE IS HEREBY GIVEN THAT:

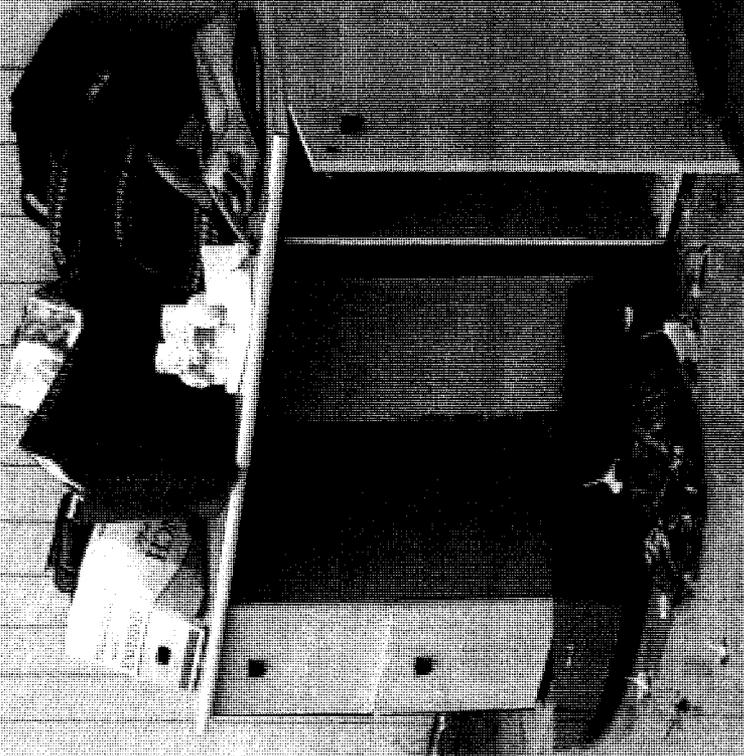
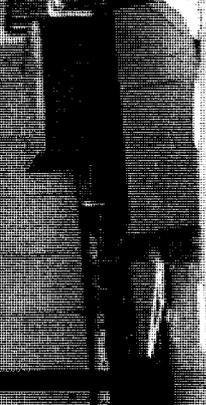
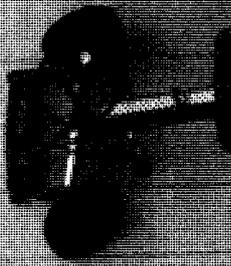
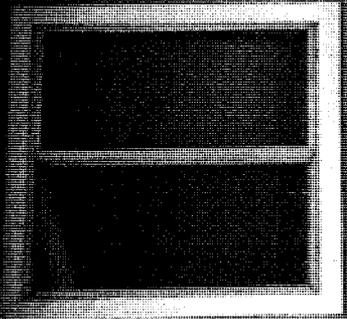
Pursuant to the provisions of Chapter 2, Title 8 of the City Code of Newman, the following conditions, as declared in Section 8-2-3, constitutes a public nuisance at: 1336 Basil Ct., APN No. 128-056-047-000,
Debris and garbage in the front yard and driveway, which must be abated by the destruction, or removal thereof within 10 days of the date of the notice.

All responsible persons owning, managing or having control or change or occupancy of any such private property shall, without delay, destroy or remove such public nuisances, as defined above, from their property and from their half of the abutting street and alley between the lot lines, as extended, or such public nuisances will be destroyed or removed and such nuisances abated by City authorities, in which case the cost of destruction or removal will be assessed upon the lots and lands, from, or on which, or abutting the streets and alleys from, or on which, such nuisance was abated, and such costs will constitute a lien upon the lots or parcels until paid and will be collected on the next tax roll upon which Municipal taxes are collected.

All Property owners having objections to the proposed abatement of the nuisance are hereby notified to attend a meeting of the City Council of the City of Newman to be held on December 8, 2009 at 7:00 p.m., at which time and place all objections will be heard and given due consideration.

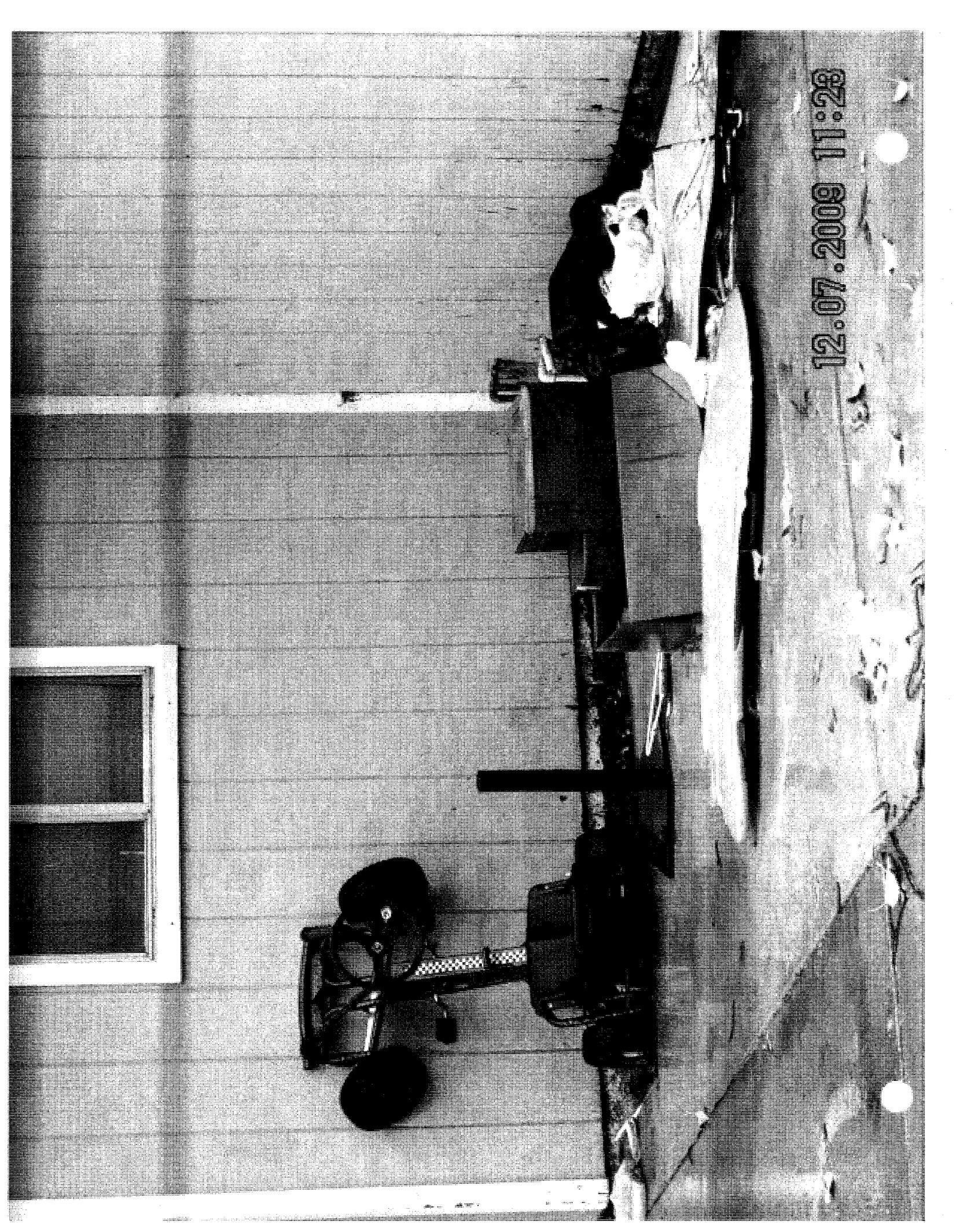
Dated: November 17, 2009

Adam McGill
Chief of Police



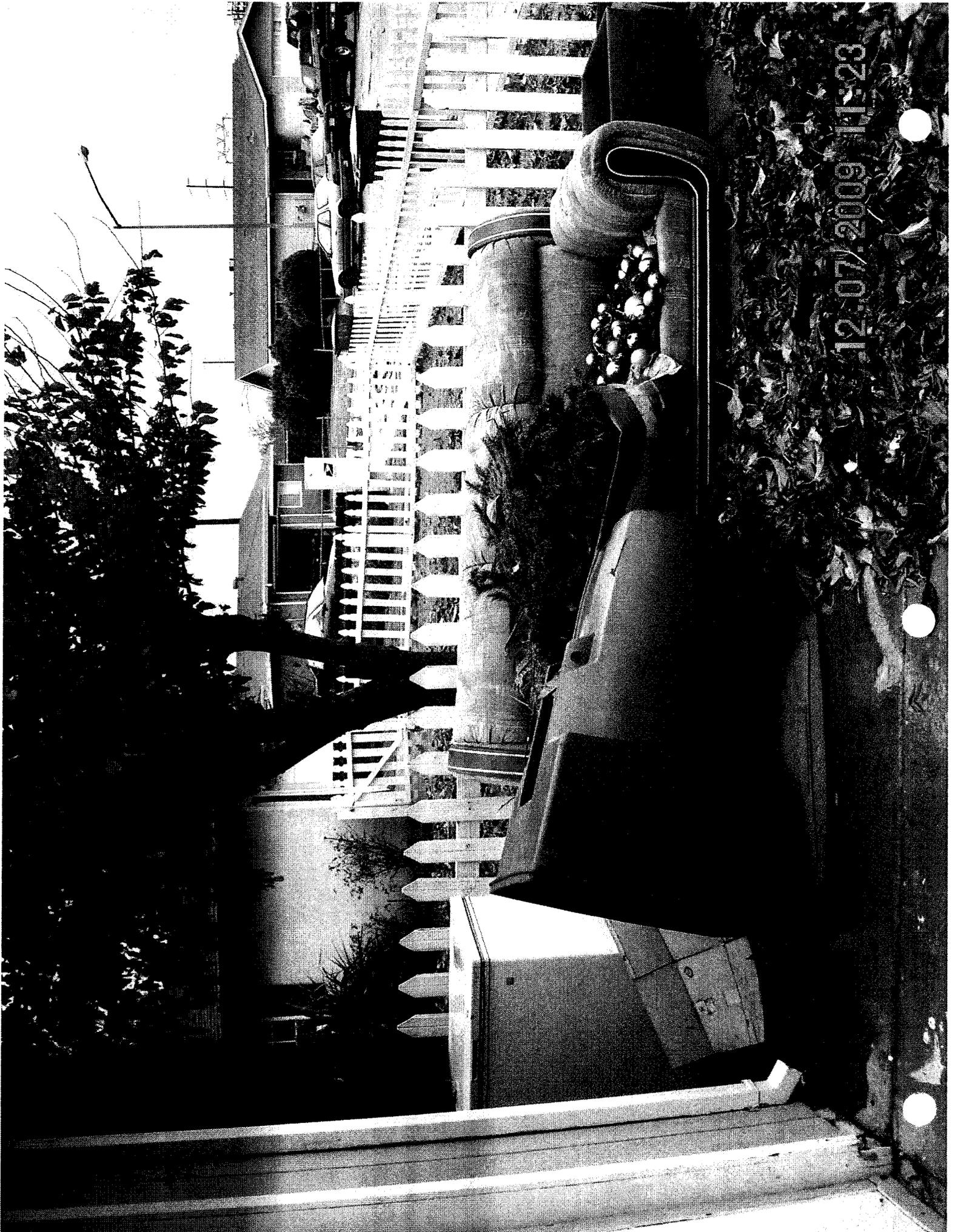
12.07.2009 11:28

12.07.2009 11:28



12.07.2009 11:28





12-07-2009 11:23

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **10.a.**
City Council Meeting
of December 8, 2009

**ADOPT RESOLUTION #2009- APPROVING AN AGENCY-STATE MASTER AGREEMENT
AND PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS AND AUTHORIZING THE
CITY MANAGER TO EXECUTE SAID AGREEMENTS**

RECOMMENDATION:

1. Approve an Agency-State Master Agreement and Program Supplement Agreement with the California Department of Transportation
2. Approval of Resolution #2009- Authorizing the City Manager to execute agreement(s) with Caltrans

BACKGROUND:

On August 12, 2009, the City of Newman was awarded a Safe Routes To School grant in the amount of \$225,000.00; on October 20, 2009 the grant was officially allocated to the City.

In order to continue grant implementation, the California Department of Transportation requires both an Agency-State Master Agreement and Program Supplement Agreement. These agreements must be executed before the City can proceed with the project.

ANALYSIS:

Approval of the Agency-State Master Agreement and Program Supplement Agreement will allow the City to continue implementation of the SR2S grant and proceed with clearances, certifications, project bid and award.

FISCAL IMPACT:

Positive, the City of Newman has been allocated \$225,000.00.

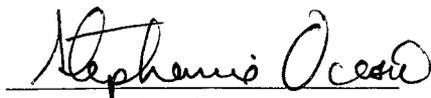
CONCLUSION:

Staff recommends Council approval of the above-mentioned agreements with Caltrans.

ATTACHMENTS:

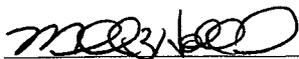
1. Exhibit A - Agency-State Master Agreement
2. Exhibit B - Program Supplement Agreement
3. Exhibit C - Resolution No. 2009-

Respectfully submitted,



Stephanie Ocasio
Assistant Planner

REVIEWED/CONCUR



Michael Holland
City Manager

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS

10 City of Newman

District Administering Agency

Agreement No. 00287S

This AGREEMENT, is entered into effective this _____ day of _____, 2009, by and between the City of Newman, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from either the State Transportation Improvement Program (STIP), or other State-funded programs (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG), for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation letter designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on-going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of the executed PROGRAM SUPPLEMENT for said PROJECT.
7. Projects allocated with STATE FUNDS from the STIP will be administered in accordance with the current CTC STIP Guidelines, as adopted or amended and in accordance with Chapter 23 of the Local Assistance Program Guidelines (LAPG) published by STATE.
8. Projects allocated with STATE FUNDS not programmed in the STIP will be administered in accordance with the applicable chapter of the LAPG and/or any other instructions published by STATE.
9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering includes actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its sub-contractor engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the Local Assistance Procedures Manual (LAPM) that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its' contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. The Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information, using Exhibit 23-A of the LAPG, to STATE's District Local Assistance Engineer, within sixty (60) days after contract award. A copy of Exhibit 23-A shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY to: Department of Transportation, Division of Accounting Local Programs Accounting Branch, MS #33, PO Box 942874, Sacramento, California 94274-0001.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance Chapters 17 and 19 of the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT, including, but not limited to, being clear as certified or if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.
2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed duplicate invoices in arrears for reimbursement of allowable PROJECT costs on a monthly or quarterly progress basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with Chapter 5 of the LAPM.
6. Invoices must have at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. An indirect cost allocation plan and related documentation are to be provided to STATE (Caltrans Audits & Investigations) annually for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. The indirect cost allocation plan must be prepared in accordance with the requirements set forth in Office of Management and Budget Circular A-87 and Chapter 4 of the Local Assistance Procedures Manual.
9. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
10. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with an allocation letter and finance letter. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

11. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

12. ADMINISTERING AGENCY shall use its own non STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

13. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

14. STATE FUNDS allocated from the STIP are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

15. STATE FUNDS encumbered for PROJECT are available for liquidation only for five (5) years from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

16. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

17. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

18. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items and (b) those parties shall comply with federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving PROJECT funds as a contractor or sub-contractor under this AGREEMENT shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. ADMINISTERING AGENCY agrees to comply with the provisions set

forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under OMB Circular A-87, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE.

20. Upon written demand by STATE, any overpayment to ADMINISTERING AGENCY of amounts invoiced to STATE shall be returned to STATE.

21. Should ADMINISTERING AGENCY fail to refund any moneys due STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

22. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 21, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

23. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate incurred PROJECT costs and matching funds by line item for the PROJECT. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. For the purpose of determining compliance with Title 21, California Code of Regulations, Chapter 21, section 2500 et seq., when applicable, and other matters connected with the performance and costs of ADMINISTERING AGENCY's contracts with third parties pursuant to Government Code section 8546.7, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of final payment to ADMINISTERING AGENCY under any PROGRAM SUPPLEMENT. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, shall each have access to any books, records, and documents that are pertinent to a PROJECT for audits, examinations, excerpts, and transactions and ADMINISTERING AGENCY shall furnish copies thereof if requested.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of OMB Circular A-133 if it receives a total of \$500,000 or more in STATE FUNDS in a single fiscal year. The STATE FUNDS received under PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205, Highway Planning and Research.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY'S annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with OMB Circular A-133.
6. ADMINISTERING AGENCY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.
2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.
3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.
5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.
6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
7. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not now have nor shall it acquire any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer, who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

13. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING

AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

City of Newman

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of Newman
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, age, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code section 1426 which has become final or has obtained an injunction under Labor Code section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due

or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

PROGRAM SUPPLEMENT NO. G41
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO. 00287S

Date: October 22, 2009
Location: 10-STA-0-NEWM
Project Number: SR2SL-5172(019)
E.A. Number: 10-956943
Locode: 5172

This PROGRAM SUPPLEMENT, effective / / , hereby incorporates into the Administering Agency - State Agreement No. 00287S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of / / and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, it accepts and will comply with the Special Covenants and Remarks set forth on the following pages.

PROJECT LOCATION:

Intersection of Merced St., Inyo Ave., Hoyer and Upper Roads

TYPE OF WORK: Construct Curb, Gutter, Sidewalk and Striping to Improved Pedestrian and Bi

Estimated Cost	State Funds		Matching Funds		
	STATE		LOCAL		OTHER
\$250,001.00		\$225,000.00	\$25,001.00	\$0.00	\$0.00

CITY OF NEWMAN

STATE OF CALIFORNIA
Department of Transportation

By _____

By _____

Date _____

Chief, Office of Project Implementation
Division of Local Assistance

Title _____

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Caleb Kwong Date 10-22-09 \$225,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT
268	2008	2660-102-042	2008-2009	20.30.010.535	C	262040	042-T	225,000.00

SR2SL-5172(019)

SPECIAL COVENANTS OR REMARKS

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
2.
 - 2.1 This Program Supplement Agreement (PSA) is intended for Safe Route to School (SR2S) Program funded with State-only funding. Separate agreements are needed if PROJECT is also funded with any other STATE administered State or Federal funds.
 - 2.2 The PROJECT will be administered in accordance with the SR2S Program Guidelines (LPP 02-01 effective March 11, 2002), as approved and amended, and the PROJECT Application.
 - 2.3 This PSA allows reimbursement of eligible PROJECT expenditures to the ADMINISTERING AGENCY for which State funds are allocated. The effective State allocation date establishes eligibility for the ADMINISTERING AGENCY to start reimbursable work and seek reimbursement of funds. Any work done prior to the effective allocation date is not eligible for reimbursement from the SR2S funds.
 - 2.4 The STATE and ADMINISTERING AGENCY agree that SR2S funds available for reimbursement to the ADMINISTERING AGENCY by the STATE will be limited to the amount allocated and encumbered by the STATE. Any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE approved Allocation Letter and Finance Letter.
 - 2.5 The ADMINISTERING AGENCY agrees to submit to the STATE, Exhibit 24-B "Project Status Report" as required by the SR2S Program Guidelines.
 - 2.6 The ADMINISTERING AGENCY agrees to encumber the funds under agreement and award the construction contract by June 30th of the fiscal year in which funds are programmed. For projects unable to meet this deadline, the ADMINISTERING AGENCY may request, in writing, a time extension from the District Local Assistance Engineer (DLAE). A one-time extension, for a maximum period of one year, may be granted by the DLAE. Projects unable to meet

R2SL-5172(019)

SPECIAL COVENANTS OR REMARKS

the new deadline may be dropped from the program.

2.7 The ADMINISTERING AGENCY agrees to provide contract award information to the STATE when submitting first invoice for this PROJECT. Attachment I of this PSA may be used for providing the necessary contract award information.

2.8 The ADMINISTERING AGENCY agrees to submit the "Report of Expenditures" to the DLAE within six (6) months after the project completion in accordance with Section 17.5 of the Local Assistance Procedures Manual (LAPM).

2.9 The ADMINISTERING AGENCY agrees to follow all relevant State laws and requirements including the California Environmental Quality Act (CEQA).

3. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with

SPECIAL COVENANTS OR REMARKS

the current Local Assistance Procedures Manual.

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **10.b.**
City Council Meeting
of December 8, 2009

ADOPT RESOLUTION NO. 2009- , APPROVING THE 2009 STREET REPAIRS 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- , approving the 2009 Street Repairs Project and authorizing Ed Katen as Mayor, and Michael Holland as City Clerk to record a Notice of Completion.

BACKGROUND:

In 2008, Boyle Engineering (now conducting business as AECOM USA, Inc.), on behalf of the City of Newman, applied for Proposition 1B Local Streets and Roads Funding with the State of California. In June 2008 the City's plan was certified by the State of California Department of Finance and the City received \$400,000.00 for the design and construction for repairs to the local roads within the City of Newman.

The specific areas approved for this work were: Corgiat Estates, Creek Canyon, Stonehenge, Lucas Ranch, Oakwood Vista Subdivisions; Amy Drive, Basil Court, Canal School Road and two blocks of P Street. This project included the fog sealing, slurry sealing, crack sealing, partial reconstruction, and overlaying of these areas. This project completed repairs on approximately 31% of the streets in the City with the repairs extending the useful life a minimum of ten years for these streets. Bids were opened and read on July 7, 2009 at 2:00 pm. A total of 7 bids were submitted for this project. The Engineer's Estimate for this project was \$356,519.35, and the lowest responsible bidder for this project was Tom Mayo Construction with a base bid of \$263,847.60.

ANALYSIS:

On July 14th, 2009 City Council awarded a contract to the lowest responsible bidder for the project, Tom Mayo Construction, Inc., and construction for this project was completed on November 25, 2009. There were two change orders approved for this project totaling \$9,500.00. The first one was for various pavement repairs in the City, and the second one for additional traffic control for P Street overlay. A final walk-thru inspection of the project was performed by our consultant AECOM USA, Inc. 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 Proposition 1b Grant funding to fund with this project.

FISCAL IMPACT:

Original Project Bid	\$263,847.60		
Contract Change Order #1	\$8,500.00		
Contract Change Order #2	\$1,000.00		
Balancing Change Order #3	\$50,529.43		
Total Project Cost	\$323,877.03	Total Project Funds	\$400,000.00

CONCLUSION:

The 2009 Street Repairs Project, constructed by Tom Mayo Construction, Inc., has been completed in compliance with the plans and specifications, with a final construction cost of \$323,877.43. 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

AECOM
1120 West "I" Street, Suite C, Los Banos, CA 93635
T 209.826.5155 F 209.826.3307 www.aecom.com

CITY OF NEWMAN
1162 Main Street
Newman, California 95360

November 23, 2009

Subject: 2009 STREET REPAIRS

Gentlemen,

Final inspection has been performed on the above referenced project and the work has been found to be in compliance with the plans and specifications. We recommend the project be accepted and a Notice of Completion be executed and recorded with Merced County.

Retention in the amount of \$32,387.70 should be paid to Tom Mayo Construction, 35 days following recording of the Notice of Completion.

A completed Notice of Completion is enclosed herewith.

Very truly yours,



Gary W. Rogers
Managing Engineer/Principal

P/N: 60061439.0001

Enclosures: Notice of Completion

Copy to: Tom Mayo Construction

RESOLUTION NO. 2009-

A RESOLUTION APPROVING THE 2009 STREET REPAIRS PROJECT AND AUTHORIZING ED KATEN AS MAYOR, AND MICHAEL E. HOLLAND AS CITY CLERK TO RECORD A NOTICE OF COMPLETION

WHEREAS, on the 28TH day of July, 2009, agreements were entered into between the CITY OF NEWMAN, herein after referred to as "CITY" and Tom Mayo 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 2009 STREET REPAIRS 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 8th day of December, 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

RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

City of Newman
1162 Main Street
Newman, California 95360

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the interest of estate stated in paragraph 3 below in the real property hereinafter described is owned by the following:

NAME	STREET AND NO.	CITY	STATE
City of Newman	1162 Main Street	Newman	California

(If more than one owner of the interest stated, the name and address of each must be inserted.)

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and the full names and addresses of all the co-owners who own said interest or estate as joint tenants, as tenants in common or otherwise, if there is more than one owner, are set forth in the preceding paragraph.

3. That the nature of the title of said owner, or if more than one, then of said owner and co-owner is: In Fee.

4. That on the 25th day of November, 2009, a work of improvement on the real property hereinafter described was completed.

5. That the name of the original contractor, if any, for such work of improvement was _____

Tom Mayo Construction

(If no contractor for work of improvement as a whole, insert "No Contractor.")

6. That the real property herein referred to is situated in the City of Newman, County of Merced, State of California, and is described as follows:

The project is entitled, "2009 Street Repairs" and the major work consists of slurry sealing approximately 75,000 s.y. of paved roads, planing streets to be overlaid and repaved, pulverizing asphalt concrete and mixing with base material, furnishing and placing approximately 10,500 s.y. of pavement fabric and approximately 1,120 tons of Type B asphalt concrete, applying fog seal on approximately 152,000 s.y. of pavement, and furnishing and applying pavement markings and striping on several streets in the City of Newman.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____ CITY OF NEWMAN
Owner

Place: _____ By: _____

JURAT

STATE OF CALIFORNIA

COUNTY OF _____

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2009 by,

_____, proved on the basis of satisfactory evidence to be the person(s)

who appeared before me.

WITNESS my hand and official seal.

(seal)

Notary's Signature _____

RESOLUTION NO. 2009-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT(S) WITH CALTRANS

WHEREAS, the City of Newman is eligible to receive Federal and/or State funding for certain transportation projects, through the California Department of Transportation; and

WHEREAS, on August 12, 2009, the City of Newman was awarded a Safe Routes to School grant in the amount of \$225,000.00; and

WHEREAS, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements and/or Fund Transfer agreements need to be executed with the California Department of Transportation before such funds could be claimed; and

WHEREAS, the City of Newman is desirous of claiming said grant funds; and

WHEREAS, the City of Newman wishes to delegate authorization to execute these agreements and any amendments thereto that the City Manager or his designee be authorized to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and/or any amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED that the Newman City Council hereby authorizes the City Manager (or his designee) to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and/or any amendments thereto with the California Department of Transportation.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 8th day of December, 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

ADOPT RESOLUTION NO. 2009- , APPROVING THE 2009 FRESNO STREET SIDEWALK AND STORM DRAIN 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- , approving the 2009 Fresno Street Sidewalk and Storm Drain Project and authorizing Ed Katen as Mayor, and Michael Holland as City Clerk to record a Notice of Completion.

BACKGROUND:

The Fresno Street Sidewalk and Storm Drain 2009 infrastructure project was identified and submitted to the Stanislaus County CDBG Consortium in January 2008; said project was finalized by the County in February 2008 and included in the FY 2008-2009 Stanislaus County CDBG Consortium Annual Action Plan which was adopted by the City Council in March 2008.

The Public Works Department advertised for bids for the Fresno/T Street Infrastructure Project in the West Side Index on July 16 and 23, 2009; bids were opened on Tuesday August 4, 2009 at 2:00 P.M. The solicited services included the installation and/or replacement of curb, gutter, sidewalk, alley approaches, driveway approaches, paving existing streets, and storm drainage along Fresno Street from R Street to the alley between S Street and T Street.

ANALYSIS:

The City advertised for bids for approximately three weeks with bids open and read on August 4, 2009 at 2:00 pm. A total of five bids were submitted for this project. The Engineer's Estimate for this project was \$274,537.00. The lowest responsible bidder for this project was determined to be McElvany, Inc. with a bid amount of \$251,125.50. On August 25th, 2009 City Council awarded a contract McElvany, Inc., and construction for this project was completed on November 20, 2009. There were two contract change orders approved for this project totaling \$10,975.64, for a total contract amount of \$262,101.14. The contract change order work included the re-routing of existing waterlines and water valves in conflict with the new storm drain line.

A final walk-thru inspection of the project was performed by City Public Works staff members, and it has been determined that the project has been completed and is in compliance with plans and specifications.

FISCAL IMPACT:

Original Project Bid	\$251,125.50.00	09/10 CDBG Budgeted amount	\$184,057.79
Contract Change Order #1	\$5,547.64	09/10 LTF	\$66,219.00
Contract Change Order #2	\$5,428.00	09/10 Water Capital Fund	\$10,975.64
Total Project Cost	\$262,101.14	<u>09/10 CDBG Admin. Funds</u>	<u>\$848.71</u>
		Total Project Funds	\$262,101.14

CONCLUSION:

The 2009 Fresno Street Sidewalk and Storm Drain Project, constructed by McElvany, Inc., has been completed in compliance with the plans and specifications. The final construction cost is \$262,101.14. Therefore, 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



GDR ENGINEERING, Inc.

ENGINEERING
SURVEYING
PLANNING

MAX M. GARCIA, PLS
GARY S. DAVIS, RCE
RICHARD L. RINGLER, RCE



December 2, 2009

Garner Reynolds, Public Works Director
City of Newman
PO Box 787
Newman, CA 95360

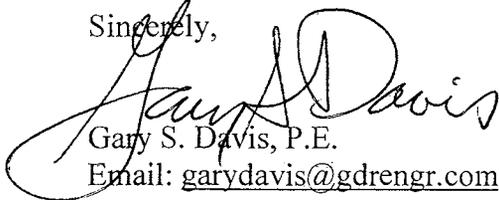
Subject: Fresno Street

Dear Mr. Reynolds:

Per the City's request, I have performed a field review today of the construction of the project titled "Fresno Street Sidewalk and Storm Drain 2009". I also met with Doug Mutoza in the field. Doug said the pipes have been cleaned and that the new construction worked well during the last rain storm. I used an electronic level to check the grades of the various ramps, and based on the readings found them in compliance with the plans and specifications.

Based on my findings for engineering compliance, I have no reason to object to the City accepting the project.

Sincerely,



Gary S. Davis, P.E.
Email: garydavis@gdreng.com

RESOLUTION NO. 2009-

A RESOLUTION APPROVING THE 2009 FRESNO STREET SIDEWALK AND STORM DRAIN PROJECT AND AUTHORIZING ED KATEN AS MAYOR, AND MICHAEL E. HOLLAND AS CITY CLERK TO RECORD A NOTICE OF COMPLETION

WHEREAS, on the 26TH day of August, 2009, agreements were entered into between the CITY OF NEWMAN, herein after referred to as "CITY" and McElvany, 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 2009 FRESNO STREET AND STORM DRAIN 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 th day of December, 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

