

AGENDA
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
REGULAR MEETING OCTOBER 26, 2010
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
 - a. Proclamation Supporting The Choose Civility Initiative.
7. Items from the Public - Non-Agenda Items.
8. Consent Calendar
 - a. Waive All Readings Of Ordinances And Resolutions Except By Title.
 - b. Approval Of Warrants.
 - c. Approval Of Minutes Of The October 12, 2010 Regular Meeting.
 - d. Authorize The City Manager And Chief Of Police To Enter Into An Agreement For The Establishment And Participation In The Stanislaus Operational Area Organization.
 - e. Adopt Resolution No. 2010- , A Resolution Authorizing Ed Katen As Mayor, And Michael Holland As City Clerk To Record A Notice Of Completion For The Safe Routes To School, PQRST/Fresno/Merced/West Avenue Infrastructure And Street Reconstruction Project Phase 1.
9. Public Hearings
 - a. Second Reading And Adoption Of Ordinance No. 2010- , An Ordinance Authorizing An Amendment To The Contract Between The City Of Newman And Board Of Administration Of The California Public Employees' Retirement System And Authorize Staff To Prepare And Publish A Summary Of Said Ordinance.
10. Regular Business
 - a. Adopt Resolution No. 2010- , A Resolution Awarding The Nested Piezometer Well Project To Vannucci Technologies For \$48,346.00 And Authorize The City Manager To Execute The Agreement.
 - b. Report On Newman Tree Lighting Event.

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

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

November 8 - NCLUSD Board Meeting - 6:00 P.M.

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

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

November 11 - Veteran's Day - City Offices Closed.

November 12 - City Furlough Day - City Offices Closed.

November 16 - Two-On-Two Meeting With The School Board - 4:00 P.M.

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

November 23 - City Council - Canceled.

November 24 - City Furlough Day - City Offices Closed.

November 25-26 - Thanksgiving Holiday - City Offices Closed.

December 6 - Chamber Of Commerce Tree Lighting Event - 2:00 P.M. To 7:00 P.M.

December 9 - Recreation Commission - 7:00 P.M.

December 13 - NCLUSD Board Meeting - 6:00 P.M.

December 14 - City Council - 7:00 P.M.

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

December 21 - Two-On-Two Meeting With The School Board - 4:00 P.M.

December 24 - Christmas Holiday - City Offices Closed.

December 27-30 - City Furlough Days - City Offices Closed.

December 28 - City Council - Canceled.

December 31 - New Year's Day Holiday - City Offices Closed.

Proclamation of the City of Newman

WHEREAS, civility is a core value of a well functioning community and one of its defining components; and

WHEREAS, the civility level in a community underscores its general health and wellness and quality of life depends in great part on how community members treat each other; and

WHEREAS, concern for the common good and well-being of all citizens is one of the highest virtues of American democracy; and

WHEREAS, two-thirds of the public believe that American society is uncivil; and seventy-two percent of Americans think the problem has gotten worse in recent years; and

WHEREAS, the American people strongly believe that every citizen is responsible for improving such behavior; and,

WHEREAS, in collaboration with organizations throughout the community the Stanislaus County Office of Education is implementing the "Choose Civility" campaign to promote civil behavior:

NOW, THEREFORE, BE IT RESOLVED, that the City of Newman recognizes and supports the "Choose Civility" initiative and encourages others to participate in this campaign through activities that demonstrate to the public the importance of civility.

Dated this Day October 26, 2010

Mayor



NEWS RELEASE – Embargoed until October 20

For Release – October 20, 2010

Contact: Jane Johnston, Assistant Superintendent, 238-1708
Cynthia Fenech, Communications Coordinator, 238-1704
Judy Leitz, Communications Coordinator, 238-1709

Stanislaus County Office of Education Launches Campaign to Promote Civility

The Stanislaus County Office of Education (SCOE), in collaboration with organizations and individuals throughout the community, is launching a campaign to promote the importance of civility. The official kickoff of the “**Choose Civility**” initiative will take place on **November 2, 2010 from 7:30-9:30 a.m.** at **SCOE’s Event Center** in Modesto, and will include a keynote presentation by Michael Josephson, one of the nation’s most respected and sought-after speakers in the field of ethics and character.*

Championed by Stanislaus County Superintendent of Schools Tom Changnon, the initiative is inspired by the work of Dr. P.M. Forni, author of *Choosing Civility: the 25 Rules of Considerate Conduct*. Through a broad-based, collaborative effort, the goal is to transform Dr. Forni’s concepts into a concrete plan that can be easily integrated into the culture of government, businesses, organizations, schools, neighborhoods, and families throughout the community.

“Research shows that two-thirds of the public believe that American society is uncivil and that the problem has gotten worse in recent years,” said Changnon. “Civility is a core value of a well functioning community and one of its defining components. Quality of life depends in great part on how community members treat each other. This initiative will promote the

importance of civility in a world becoming less civil, and encourage community members to choose positive and respectful behaviors in their personal and work lives.”

In September, SCOE convened a Board of Advisors (a group of approximately 25 individuals representing diverse segments of the community) to help guide the strategic, visionary, and goal-oriented aspects of the initiative. Board members are currently developing three working committees to assist in the following areas: Partnerships/Sponsorships; Events & Activities; and Marketing/Communications. In addition, the Stanislaus County Board of Education, at its October 12 meeting, adopted a resolution in support of the campaign.

Beginning October 20, community members can register online for the November 2 “Choose Civility” kickoff at the following website: www.stancoe.org/civility. Space is limited, so early registration is recommended.

**A former lawyer, law professor and successful entrepreneur, every day, millions of listeners tune-in to hear Michael Josephson’s award-winning CHARACTER COUNTS! radio commentaries on stations across the country. He has authored or co-authored more than 20 books. In addition, Josephson has been interviewed and profiled by major media organizations including CNN, Nightline, Dateline, ABC World News, Good Morning America, Today, The Wall Street Journal, USA Today, Los Angeles Times, and Time Magazine.*

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Date.: Oct 22, 2010
Time.: 9:40 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
038170	10/21/10	-3810.34	ABBOTT & KINDERMANN, LLP	Ck# 038170 Reversed
038170	10/21/10	-1759.75	ABBOTT & KINDERMANN, LLP	Ck# 038170 Reversed
038229	10/20/10	-332.28	SIRCHIE	Ck# 038229 Reversed
038248	10/01/10	68853.68	HASKELL & HASKELL ENGINEERING/	PROGRESS PAY #1/BARRINGTON PK IMPROVEMENTS
038249	10/22/10	584.84	ABBOTT & KINDERMANN, LLP	SCM HEARTHSTONE LITIGATION THRU 9/20/10
038250	10/22/10	945.00	AECOM USA, INC	ENGINEERING/SAFE ROUTES TO SCHOOL 09/ TO 10/08/10
038250	10/22/10	945.00	AECOM USA, INC	ENGINEERING/PQRST/FRESNO/MERCED/WEST AVE
038251	10/22/10	470.29	AMERICAN SOCCER COMPANY, INC	COACHES SHIRTS/SOCCER
038251	10/22/10	25.36	AMERICAN SOCCER COMPANY, INC	36 HIGH IMPACT WHISTLE
038252	10/22/10	499.39	ARAMARK UNIFORM SERVICES	UNIFORM CLEANING/MAT RENTAL/TOWELS/MOP HEADS
038253	10/22/10	146.99	ARROWHEAD MOUNTAIN SPRING	BOTTLED WATER/SEPT 2010
038254	10/22/10	10150.06	ASI-ARCHAEOLOGY & CULTURAL MGT	PO #11-08
038255	10/22/10	1119.68	AT&T MOBILITY	CELL PHONE MONTHLY CHARGES.09/06/10 TO 10/5/10
038256	10/22/10	69.51	AT&T	MONTHLY TELEPHONE SERVICE/668-3946
038256	10/22/10	64.62	AT&T	MONTHLY TELEPHONE SERVICE/634-0508
038257	10/22/10	562.00	JAMES J. BELL	CONTRACT SERV/EVIDENCE CLERK 10/4/10 TO 10/14/10
038258	10/22/10	2878.64	BEST BEST & KRIEGER, LLP	PROFESSIONAL SERVICES THRU 9/30/10/FAMILY APARTMNT
038259	10/22/10	11736.00	BLUE SHIELD OF CALIFORNIA	HEALTH INSURANCE PREMIUM/NOV 2010
038260	10/22/10	1198.67	W.H. BRESHEARS, INC.	400 GALLONS UNLEADED GAS/WWTP
038260	10/22/10	66.31	W.H. BRESHEARS, INC.	GREASE/CONVAULT FILTER/WWTP
038261	10/22/10	1807.03	BUSINESS CARD	DUES/GLOVES/TESTING SUPPLIES/FORMS/GOO OFF/MEDALS
038262	10/22/10	294.48	CALPERS	NOTICE OF ADJUSTMENT/NOV 2009 UNDERPAYMENT
038263	10/22/10	3035.00	CALIFORNIA CONSULTING, LLC	MONTHLY RETAINER/GRANT & LOBBYING SERVICES/OCT 10
038264	10/22/10	4349.88	CDW GOVERNMENT, INC	3 HP COMPUTERS/6 MONITORS/USB VGA ADAPTERS

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038264	10/22/10	323.08	CDW GOVERNMENT, INC	ERGOTRON TRIPLE LCD STAND
038264	10/22/10	498.00	CDW GOVERNMENT, INC	AVL ACROBAT PRO 9
038264	10/22/10	584.14	CDW GOVERNMENT, INC	VIEWSONIC PROJECTOR/COUNCIL CHAMBERS
038265	10/22/10	2733.19	CEN*CAL AUTO BODY WORKS	REPAIRS ON 2005 HONDA CIVIC/ACCIDENT 9/5/10
038266	10/22/10	35.00	PATRICIA CHAMBERS	CANCELLED USE @ LIONS PK/UNDER CONSTRUCTION/CHAMBE
038267	10/22/10	3000.06	CROP PRODUCTION SERVICES	21.0000 LBS CORN SEED/WWTP
038268	10/22/10	150.00	DAVE PIRES	CAMERAED DRAIN LINE @ DOWNTOWN PLAZA
038269	10/22/10	18.04	ECONOMIC TIRE SHOP	NEW TIRE TUBE
038269	10/22/10	16.00	ECONOMIC TIRE SHOP	2 TIRE PLUGS/I TUBE/MOWER #1
038270	10/22/10	6225.75	ECO:LOGIC, INC	PO #11-03
038270	10/22/10	4122.65	ECO:LOGIC, INC	PO #11-02
038270	10/22/10	497.75	ECO:LOGIC, INC	PO #11-03
038270	10/22/10	2507.50	ECO:LOGIC, INC	PO #11-02
038270	10/22/10	2642.00	ECO:LOGIC, INC	PO #11-03
038270	10/22/10	3699.56	ECO:LOGIC, INC	PO #11-19
038271	10/22/10	143.95	EMILY FARIA (NT)	UNREIMBURSED MEDICAL EXPENSE/FARIA
038272	10/22/10	25.00	FIRST BAPTIST CHURCH	REFUND OF FIREWORKS DEPOSIT/FIRST BAPTIST CHURCH
038273	10/22/10	830.50	GEOANALYTICAL LAB, INC.	BOD/TSS/WEEKLY BACTIS/NITRATES/SAMPLING HOURS
038274	10/22/10	1344.63	GROENIGER & CO.	PO #11-14
038275	10/22/10	328.38	IKON OFFICE SOLUTIONS	COPIER LEASE/9/25-10/24/10/PD
038276	10/22/10	1591.41	INFOSEND, INC	UTILITY BILL & LATE NOTICE MAILING/SEPT 2010
038277	10/22/10	1105.43	IN-SYNCH SYSTEMS	MOBILE RECORDS MANAGEMENT SYSTEM/NOV 2010
038278	10/22/10	7.53	IRRIGATION DESIGN & CONSTRUCTI	DUST MASKS
038278	10/22/10	10.78	IRRIGATION DESIGN & CONSTRUCTI	PVC GLUE

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Ck #	Check Date	CK Amount	Vendor Name	Description
038279	10/22/10	9140.00	JOE'S LANDSCAPING & CONCRETE,	LIGHTING & LANDSCAPE SERVICES/SEPT 2010
038280	10/22/10	200.00	LINDA LEMUS	REFUND MEMORIAL BLDG DEPOSIT/LEMUS
038281	10/22/10	200.00	AMANDA MADRID	REFUND MEMORIAL BLDG DEPOSIT/MADRID
038282	10/22/10	152.35	MALLARD EXPRESS AUTO	BLINKER BULB/OIL/WINDSHIELD FLUID/UNIT 501
038282	10/22/10	577.90	MALLARD EXPRESS AUTO	REPLACED IDLE ARM/OIL & FILTER CHANGE/AIR CLEANER
038282	10/22/10	208.32	MALLARD EXPRESS AUTO	ANTIFREEZE/RADIATOR CAP/CLEANED RADIATOR
038282	10/22/10	40.00	MALLARD EXPRESS AUTO	INSTALLED PLASTIC UNDER ENGINE COVER/UNIT 501
038282	10/22/10	130.00	MALLARD EXPRESS AUTO	VEHICLE CHECK/CAR 502
038282	10/22/10	314.65	MALLARD EXPRESS AUTO	REPLACE OIL & FILTER/BLOWER MOTOR FOR HEATER
038283	10/22/10	4879.76	TAX COLLECTOR	PROPERTY TAX/ASSESSMENTS/WWTP/BUSINESS PARK
038284	10/22/10	1534.34	MID VALLEY IT, INC	MONTHLY CONTRACT IT SERVICE/NOV 2010
038285	10/22/10	3250.00	MOORE TWINING ASSOCIATES	PROFESSIONAL SERV/ORESTIMBA FEASIBILITY/SEPT 2010
038286	10/22/10	25.00	NEWMAN POLICE DEPT EXPLORER PO	REFUND FIREWORKS DEPOSIT/EXPLORERS POST 101
038287	10/22/10	95.58	NORTH EAST SCIENTIFIC	1000 CHLORINE TABLETS/WATER DEPT
038288	10/22/10	25.00	OHS BAND BOOSTERS	REFUND FIREWORKS BOOTH DEPOSIT/OHS BAND BOOSTERS
038289	10/22/10	2681.00	OPERATING ENGINEERS/	HEALTH INSURANCE PREMIUM/NOV 2010
038290	10/22/10	65.00	OUHS REUNION COMMITTEE	REFUND RENT & DEPOSIT/PAID TWICE/OHS REUNION
038291	10/22/10	554.39	PATTERSON AUTO CARE, INC	MOUNT & BALANCE 4 TIRES/2003 CROWN VIC
038291	10/22/10	163.82	PATTERSON AUTO CARE, INC	TRANSMISSION FLUSH/OIL & FILTER CHANGE/2007 TAHOE
038291	10/22/10	132.64	PATTERSON AUTO CARE, INC	MOUNT & BALANCE 1 TIRE/2006 CROWN VIC
038291	10/22/10	760.27	PATTERSON AUTO CARE, INC	MOUNT & BALANCE 5 TIRES/2006 DODGE CHARGER
038292	10/22/10	660.00	CITY OF PATTERSON	VIDEO REIMBURSEMENT/OCT 2010
038293	10/22/10	1265.21	PG&E CFM/PPC DEPARTMENT	ELECTRIC & DISTRIBUTION DEPOSIT/PLAZA PROJECT
038294	10/22/10	6722.26	PRECISION INSPECTION, INC	Bldg Reg Inspec BLDG REGU

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038294	10/22/10	85.00	PRECISION INSPECTION, INC	PRE-CONSTRUCTION MEETING/BARRINGTON PARK
038294	10/22/10	42.50	PRECISION INSPECTION, INC	BUILDING INSPECTIONS/NEWMAN FAMILY APARTMENTS
038295	10/22/10	50.00	RANDY RICHARDSON (NT)	REIMBURSEMENT OF ROTARY DUES/RICHARDSON
038296	10/22/10	65.00	ROPER, MAJESKI, KOHN & BENTLEY	PROFESSIONAL SERVICES THRU 9/30/10
038297	10/22/10	6420.24	RRM DESIGN GROUP, INC.	PROFESSIONAL SERVICES/DOWNTOWN PLAZA/SEPT 2010
038298	10/22/10	177.00	SAN JOAQUIN VALLEY AIR	PORTABLE IC ENGINE REGISTRATION/SEWER MACHINE
038299	10/22/10	858.00	SELF HELP ENTERPRISES	LOAN SERVICING/JUNE 2010
038299	10/22/10	780.00	SELF HELP ENTERPRISES	LOAN SERVICING/SEPT 2010
038300	10/22/10	5113.65	SHELL FLEET PLUS	GAS & DIESEL PURCHASES/SEPT 2010
038301	10/22/10	29.69	SIERRA DISPLAY, INC.	70-LIGHT LED STRING
038302	10/22/10	587.00	STANISLAUS COUNTY	FOOD ESTABLISHMENT/CAT 2/MATTERI SNACK SHACK
038302	10/22/10	587.00	STANISLAUS COUNTY	FOOD ESTABLISHMENT/CAT 2/BARRINGTON SNACK SHACK
038303	10/22/10	15237.34	GORDON B. FORD	PROPERTY TAXES/STANISLAUS COUNTY/2010-2011
038304	10/22/10	558.00	STATE OF CALIFORNIA	FINGERPRINT APPS/CHILD ABUSE INDEX/CCW
038305	10/22/10	485.35	STANISLAUS COUNTY	CNG FUEL TANK INSPECTIONS AND FILTER
038305	10/22/10	7.99	STANISLAUS COUNTY	CNG FUEL PURCHASED AT MORGAN RD STATION
038306	10/22/10	315.00	STANISLAUS COUNTY DEPT	BUS TICKET SALES/JULY-SEPT 2010
038307	10/22/10	150.23	STAPLES ADVANTAGE	MARKERS/TYPE RIBBON/BATTERIES/MEMO BOOKS/USB FLASH
038307	10/22/10	11.38	STAPLES ADVANTAGE	TYPEWRITTER RIBBON/PD
038307	10/22/10	30.88	STAPLES ADVANTAGE	INK CARTRIDGE/PD
038307	10/22/10	51.73	STAPLES ADVANTAGE	PENS/CORRECTION TAPE/BINDER CLIPS/REGISTER TAPE
038307	10/22/10	4.70	STAPLES ADVANTAGE	BALL POINT PENS
038307	10/22/10	318.56	STAPLES ADVANTAGE	HP INK CARTRIDGE/COLOR AND BLACK
038307	10/22/10	35.15	STAPLES ADVANTAGE	SEALTAPE/FOLDERS/COUNTERFEIT PENS

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038308	10/22/10	155.83	TRAVIS BORRELLI	PORTABLE RESTROOM RENTAL/SERVICE
038309	10/22/10	24812.13	TEICHERT CONSTRUCTION	PROGRESS PAYMENT/FINAL SAFE ROUTES TO SCHOOL
038310	10/22/10	14.09	T.H.E. OFFICE CITY	GEL PENS/PENCILS
038310	10/22/10	14.07	T.H.E. OFFICE CITY	PENS
038310	10/22/10	13.24	T.H.E. OFFICE CITY	EXPANDABLE FILE
038311	10/22/10	88.00	UNITED STATES POSTMASTER	2 ROLLS POSTAGE STAMPS
038312	10/22/10	200.00	JENEEN VAUGHN	MEMORIAL BLDG DEPOSIT REFUND/VAUGHN
038313	10/22/10	152.50	WALLY FALKE'S AIR CONDIT	REFRIGERANT CYLINDER LEAK/WWTP
038313	10/22/10	200.00	WALLY FALKE'S AIR CONDIT	STOP LEAK IN AC/WWTP
038314	10/22/10	504.74	MATTOS NEWSPAPERS, INC.	TABLOID AD/LEGAL ADS/BUSINESS CARDS
038315	10/22/10	25.00	WESTSIDE NINERS INC.	FIREWORKS BOOTH DEPOSIT REFUND/NINERS
038316	10/22/10	44.74	FEENEY, WENDY	MQ CUSTOMER REFUND FOR FEE0001
Sub-Total:		----- 228343.61		
Grn-Total:		----- 228343.61		
Count:	108			

MINUTES
NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY
REGULAR MEETING OCTOBER 12, 2010
CITY COUNCIL CHAMBERS, 7:00 P.M., 1200 MAIN STREET

1. **Call To Order** - Mayor Katen 7:00 P.M.
2. **Pledge Of Allegiance.**
3. **Invocation**- Council Member Mayor Katen .
4. **Roll Call PRESENT:** Davis, Candea, Martina And Mayor Katen.
ABSENT: None.
5. **Declaration Of Conflicts Of Interest** - None
6. **Ceremonial Matters**
 - a. Presentation By County Librarian, Vanessa Czopek (Annual Report For Fiscal Year 2009/2010).

Stanislaus County Librarian Vanessa Czopek Reviewed The Annual Library Systems & Local Library Report For The 2009/2010 Fiscal Year.

Newman Librarian, Kelly Ferrini Spoke About The Events, Programs And Services That The Newman Library Offers.

Crescencia Maurer, Friends Of The Newman Library, Spoke To The Council About Her Organization And Their Efforts To Support The Newman Library.

7. Items from the Public - Non-Agenda Items

Mary Moore, 1442 Q Street, President Of Newman Historical Society, Mentioned That The City Would Be 125 Years Old In 2013 And Would Like The City To Commemorate That Anniversary. Moore Suggested That Planning For The Aforementioned Commemoration Should Begin Relatively Soon.

8. Consent Calendar

- a. Waive All Readings Of Ordinances And Resolutions Except By Title.
- b. Approval Of Warrants.
- c. Approval Of Minutes Of The September 28, 2010 Regular Meeting.
- d. Adopt Resolution No. 2010-73, Declaring Certain Personal Property Surplus Property And Authorizing Disposal And/Or Sale Of Property.
- e. Approval And Authorization Of The City's Participation In The PG&E/ICLEI Local Government Operations GHG Inventory Training Series.

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

9. Public Hearings

- a. Adopt Resolution No. 2010-74, A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.

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

There Being No Public Comment, Katen Closed The Public Hearing At 7:24 P.M.

ACTION: On A Motion By Martina Seconded By Candea And Unanimously Carried, Resolution No. 2010-74, A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4 Was Approved.

- b. Second Reading And Adoption Of Ordinance No. 2010-7, An Ordinance Amending Title 4 Building Regulations Of The Newman City Code Incorporating The California Code Of Regulations Title 24, 2010 Edition Of The California Building Standards Code.

Mayor Katen Opened The Public Hearing At 7:25 P.M.

There Being No Public Comment, Katen Closed The Public Hearing At 7:26 P.M.

ACTION: Ordinance No. 2010-7, Amending Title 4 Building Regulations Of The Newman City Code Incorporating The California Code Of Regulations Title 24, 2010 Edition Of The California Building Standards Code. Had Its Second Reading By Title Only. A Motion By Davis Seconded By Candea Said Ordinance Was Unanimously Adopted And Staff Was Authorized To Prepare And Publish A Summary Of Said Ordinance.

10. Regular Business

- a. Appointment Of Candidates To Fill Vacancies On The Planning Commission And Architectural Review Committee.

ACTION: The Council Agreed Not To Conduct Interviews And Appointed Leland Coleman To The Planning Commission, And Reappointed Kent Madenwald And David Reed To The Architectural Review Committee.

- b. Report On A Health And Safety Receivership Program.

Douglas L. White, Attorney At Law, Presented The Report Regarding Health And Safety Receivership Program.

Don Hutchins, 708 Hardin Road, Stated That He Was Concerned That This Program Could Impair The City's Reserve Funds.

ACTION: The Council Directed Staff To Provide A List Of Properties And Violations For Consideration For The Health And Safety Receivership Program At A Future Council Meeting.

c. Update On Marapole Lane Park Development Options.

Claire Souza, 737 Fig Lane, Mentioned That She Had Been Following The Development Of The Dog Park And Would Like To Help Bring The Park To Fruition. Souza Noted That She Has Visited The Site And Explained That She Has Already Secured Donations. Souza Concluded Remarks By Asking The City Council To Allow Her The Opportunity To Complete The Dog Park Project

ACTION: The City Council Directed Staff To Allow Claire Souza To Develop The Dog Park At The Marapole Lane Location.

d. Adopt Resolution No. 2010-75, Approving The Extension Of The Landscape Maintenance Services Contract With Joe's Landscaping & Concrete, Inc. And Authorizing The City Manger To Execute Said Contract.

ACTION: On A Motion By Martina Seconded By Candea And Unanimously Carried, Resolution No. 2010-75, Approving The Extension Of The Landscape Maintenance Services Contract With Joe's Landscaping & Concrete, Inc. And Authorizing The City Manger To Execute Said Contract, Was Approved.

e. Adopt Resolution No. 2010-76, Authorizing The City Manager To Execute A Land Purchase And Sale Agreement For An Additional 142.1 +/- Acres For Use In Operation Of The Wastewater Treatment Plant.

ACTION: On A Motion By Martina Seconded By Candea And Unanimously Carried, Resolution No. 2010-76, Authorizing The City Manager To Execute A Land Purchase And Sale Agreement For An Additional 142.1 +/- Acres For Use In Operation Of The Wastewater Treatment Plant., Was Approved.

11. Items From District Five Stanislaus County Supervisor - None

12. Items From The City Manager And Staff.

City Manager Holland Noted That The City's Newly Appointed Planning Commissioner Will Have The Opportunity To Review Three Items At The Planning Commission Meeting Of October 21, 2010. Holland Mentioned That He Had Recently Attended A California Redevelopment Briefing Meeting Regarding The State Continuing To Take The City's Redevelopment Monies. He Reminded Everyone That The Fall Clean-Up Would End On Saturday October 16, 2010 And That The City Offices Would Be Closed For A Furlough Day On Friday October 15, 2010. Holland Informed The Council That The Governor Had Singed A Bill That Phased Out Our Ability To Issue Administrative Citations For Moving Violations Effective July 1, 2011. Holland Pointed That There Were Only Three City Council Meetings Left This Calendar Year. He Indicated That The State Board Of Equalization Would Soon Be Reporting The Results Of Their Investigation.

Chief Richardson Mentioned That The City's Low Cost Animal Clinic Held October 9, 2010 Was Very Successful And Reminded Everyone To License Their Dogs.

Public Works Director Reynolds Informed The Council That His Department Was In The Process Of Replacing Faded Street Signs. Reynolds Noted That Both The Barrington Park Project And The Plaza Project Are Moving Forward Quickly. He Mentioned That The Soil Boring Project Is Also Finally Progressing.

Assistant Planner Ocasio Informed The Council That City Had Started The Citywide Rezoning Process. Ocasio Reminded Everyone That The City Currently Has N.S.P. Houses For Sale And Reported That The State Has Yet To Inform The City About The Success Of The Aquatic Center Grant Application.

13. Items From City Council Member.

Mayor Katen Inquired About The Intersections Downtown And Specifically How The City Planned To Repair The Street Names That Are Embedded In The Crosswalks. Katen Noted That There Would Be A Press Conference Regarding Proposition 22 In Modesto On October 13, 2010. He Informed The Council The He Would Be Hosting The Mayor's Meeting In December At The West Side Theatre. Katen Asked Staff To Research Grant Funding For Lighting At Pioneer Park

14. Adjourn To Closed Session - 8:54 P.M.

- a. Conference With Labor Negotiator - All Bargaining Units - G.C. 54957.6.
- b. Return To Open Session - 9:12 P.M.

No Reportable Action Was Taken.

15. Adjournment.

ACTION: On Motion By Davis Seconded By Martina And Unanimously Carried, The Meeting Was Adjourned At 9:13 P.M.

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **8.d.**
City Council Meeting
of October 26, 2010

**AGREEMENT FOR THE ESTABLISHMENT AND PARTICIPATION IN THE STANISLAUS
OPERATIONAL AREA ORGANIZATION**

RECOMMENDATION:

Authorize the City Manager and Chief of Police to enter into an agreement with Stanislaus County Board of Supervisors and each of the nine cities within the county.

BACKGROUND:

The cities within Stanislaus County have adopted the Stanislaus Operation Area Decision Process for Emergency Planning for the purpose of clarifying memberships, purpose, roles and responsibilities of the Operational Area Council.

ANALYSIS:

The purpose of this Agreement is to renew the partnership between the parties to this Agreement which will utilize the Decision Process, a systematic approach designed to foster the maximum use of resources in planning, preparedness, response and recovery to emergencies in the Operational Area.

FISCAL IMPACT:

No fiscal impact

CONCLUSION

Staff recommends that the City Council Authorize the City Manager and Chief of Police to enter into an agreement with Stanislaus County Board of Supervisors and each of the nine cities within the county for the establishment and participation in the Stanislaus Operational Area Organization.

ATTACHMENTS:

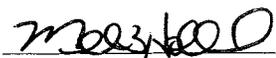
1. Attachment "A" is a copy of the agreement for the establishment and participation in the Stanislaus Operational Area Organization.

Respectfully submitted,



Randy Richardson, Chief of Police

REVIEW/CONCUR



Michael Holland
City Manager

**AGREEMENT FOR THE ESTABLISHMENT AND PARTICIPATION IN THE STANISLAUS
OPERATIONAL AREA ORGANIZATION**

This Agreement is made this _____ day of June 2010, by and between the County of Stanislaus, hereinafter referred to as "COUNTY" and the cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson Riverbank, Turlock, and Waterford, hereinafter referred to as "CITIES."

WHEREAS, the potential for a major catastrophe due to earthquake, flood, or other disaster causes all governmental entities within Stanislaus County to be prepared to share resources and information among themselves, as well as with the State of California, in order to protect public welfare; and

WHEREAS, each party desires increased interagency cooperation and coordination of resources during a disaster; and

WHEREAS, this Operational Area Agreement is being entered into by the undersigned parties pursuant to California Government Code, Article 9, Section 8605; and

WHEREAS, great efficiency, planning, and response can be achieved by joining the efforts of the CITIES, special districts, and the COUNTY together in pre-disaster agreements; and

WHEREAS, The California Emergency Services Act, (Government Code Section 8550 et seq.) makes reference to the "operational area" and defines it as "an intermediate level of the state of emergency services organization" created to perform extraordinary functions for both county and city governments within a county area such as strengthening mutual coordination, providing a focal point and conduit for disaster information, and assisting in the efficient management of resources; and

WHEREAS, the Stanislaus County Board of Supervisors and each of the nine cities within the county have adopted the Stanislaus Operation Area Decision Process for Emergency Planning for the purpose of clarifying memberships, purpose, roles and responsibilities of the Operational Area Council; and

WHEREAS, this Operational Area Decision Process for Emergency Planning is based upon the FIRESCOPE Decision Process and is in compliance with NIMS, SEMS and ICS;

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE PARTIES TO THE AGREEMENT:

1. INTENT AND PURPOSE

- A. The purpose of this Agreement is to renew the partnership between the parties to this Agreement which will utilize the Decision Process, a systematic approach designed to foster the maximum use of resources in planning, preparedness, response and recovery to emergencies in the Operational Area.
- B. The existing Stanislaus Operational Area Organization (SOAO) will continue to administer the partnership between the parties to this Agreement and to carry out the purposes of the Agreement. For such purposes, the Stanislaus Operational Area

Organization shall have the authority to establish policies and procedures for the governing of the organization, and to establish guidelines for the exchange of information and resources during a disaster.

- C. The Operational Area Organization will provide emergency preparedness on a day-to-day basis through training and exercise activities, and will develop policies and procedures for a centralized emergency response center for the purpose of exchanging disaster information and resource requests during a disaster.
- D. The Stanislaus County Operational Area Council will be an integral part of the Stanislaus County Operational Area Decision Process for Emergency Management and will coordinate, review and recommend for approval all emergency or disaster response policies, procedures, plans and other influencing factors or events that would affect the Stanislaus Operational Area. The Operational Area Council will be responsible for the technical review for compliance with ICS, SEMS and NIMS. The Operational Area Council will be required to have a majority of the members present for approval and/or review of any plan, policies or issues and a simple majority vote will carry the recommended action.
- E. The Operational Area Council may appoint Task Forces and/or Specialist Groups for specific detailed work that requires the focus of technical experts to develop plans, polices, and procedures for the Stanislaus Operational Area. Once approved by the OAC, the information will be forwarded to the Disaster Council with a recommendation for adoption.

2. RECOGNITION OF AND PARTICIPATION IN AN OPERATIONAL AREA FOR EMERGENCY SERVICES

The parties to this Agreement recognize an Operational Area, as that term is defined in the California Emergency Services Act (Government Code Section 8550 et seq.), which designates an intermediate level of organization, cooperation, and planning between public entities within Stanislaus County boundary. The parties agree to participate in the organizational structure, which is a planning partnership for a systematic approach for exchanging disaster intelligence and resource requests, in order to foster an effective flow of disaster information and resource requests in emergencies, and also to provide emergency preparedness on a day-to-day basis through training and exercise activities. Each of the parties to this Agreement will designate individuals to be trained to staff the Operational Area Organization. Parties to this Agreement will be eligible to participate in the consolidated purchases process outlined in the Operational Area Organization procedures. Each party to this Agreement will also designate, in writing, a line of succession of officials who are empowered to speak on behalf of their part at the Operational Area Organization.

In the event of an energy shortage emergency, the parties will act in accordance with the actions determined by the Operational Area Organization to meet such emergencies.

3. CONSIDERATION

The consideration and value under this Agreement are the mutual advantage of protection afforded to each of the parties under the Agreement. There shall not be any monetary compensation required or exchanged from any party to another party.

4. AGREEMENT STEERING COMMITTEE

An Operational Area Council is hereby established, which consists of one representative of each of the parties to this Agreement. It will be the responsibility of the Council to set the policies and procedures for the governing of the Operational Area Council. The chairperson of the Council shall be the Operational Area Coordinator / Assistant Director of Emergency Services.

5. MULTI-AGENCY COORDINATION SYSTEM

The Operational Area Organization and procedures will be based on the Multi-Agency Coordination System (M.A.C.S.) originally developed by the FIRESCOPE Advisory Committee. The Stanislaus County Coordinator of Emergency Services and his/her designated alternates will act as the Operational Area M.A.C.S. Coordinator.

6. PROVISIONS OF FACILITIES AND SUPPORT

The COUNTY shall provide the Operational Area, Emergency Operations Center (E.O.C.) at no cost to the Stanislaus Operational Area Organization or its members. The COUNTY will provide E.O.C. support staff and all necessary supplies for the Operational Area Organization during actual operations and drills. All parties to this Agreement shall provide their own staff for the decision-making and operational positions of the Operational Area Organization.

7. TERM OF AGREEMENT

This Agreement shall be effective from the date executed by all parties until the anniversary date of the agreement of 2014. This Agreement may be terminated prior to the conclusion of the term by mutual agreement of a majority of the member parties.

8. WITHDRAWAL OF PARTY

Any party to this Agreement may withdraw as a party to this Agreement, prior to the termination of the term of this Agreement, upon giving 30 days prior written notice to the other parties in accordance with paragraph 10.

9. NOTICES

Any and all notices permitted or required to be given hereunder shall be in writing and shall be deemed duly given and effective (1) upon actual delivery, if delivery is by hand; or (2) five (5) days after delivery into the United States mail if delivery is by first class mail, postage paid

registered, or certified (return receipt requested) mail. Each such notice shall be sent to the individuals at the address as the respective parties may designate from time to time.

10. INDEMINFICATION AND HOLD HARMLESS

Each of the parties agrees to indemnify and hold the other parties harmless and waives all claims for compensation for any loss, damage, personal injury, or death incurred in consequence of the acts or omissions of the indemnifying party's own employees and agents.

11. NO ASSIGNMENT

No party to this Agreement may assign this Agreement. Any assignment by any party shall be null and void unless such party obtains the prior written consent of all other parties to such assignment.

12. PARTIAL INVALIDITY

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

13. SALARIES, EMPLOYMENT AND WORKERS' COMPENSATION BENEFITS AND COMPLIANCE WITH LAWS

The compensation and terms of employment and Workers' Compensation benefits of each employee participating in the Operational Area Organization shall be the responsibility of the party employing the individual and each party to this agreement shall insure compliance with all safety and hourly requirements for employees in accordance with federal, state and county safety health regulations and laws.

14. COUNTER PARTS

This agreement may be executed or revoked simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHERE OF THE PARTIES HERE HAVE EXECUTED THIS AGREEMENT AS FOLLOWS:

County of Stanislaus Date
Jeff Grover, Chairman, Board of
Supervisors

City of Ceres Date
Print Name: _____

_____ City of Hughson Print Name: _____	_____ Date	_____ City of Modesto Print Name: _____	_____ Date
_____ City of Newman Print Name: _____	_____ Date	_____ City of Oakdale Print Name: _____	_____ Date
_____ City of Patterson Print Name: _____	_____ Date	_____ City of Riverbank Print Name: _____	_____ Date
_____ City of Turlock Print Name: _____	_____ Date	_____ City of Waterford Print Name: _____	_____ Date

APPROVED AS TO FORM ONLY

By _____
JOHN DOERING
County Counsel

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **8.e.**
City Council Meeting
of October 26, 2010

**APPROVAL OF THE SAFE ROUTES TO SCHOOL, CYCLE 8 AND PQRST/FRESNO/
MERCED/WEST AVENUE INFRASTRUCTURE AND STREET RECONSTRUCTION
PROJECT PHASE 1 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. 2010- , authorizing Ed Katen as Mayor, and Michael Holland as City Clerk to record a notice of completion for the Safe Routes To School, PQRST/Fresno/Merced/West Avenue Infrastructure and Street Reconstruction Project Phase 1.

BACKGROUND:

With the goal of reducing injuries and fatalities to school children and to encourage increased walking and bicycling among students, the People of the State of California legislated a Safe Routes to School (SR2S) Program through the enactment of AB 1475 and AB 57 in 1999 and 2007 respectively. In 2009, the City applied for and received a SR2S grant (Cycle 8) in the amount of \$225,000.00 with a required local match of \$25,000.00. This project consisted of the installation of improvements to the intersection areas of Merced St, Inyo Ave, Hoyer and Upper Roads to provide a safe route to and from Yolo Middle School.

Additionally, the City has received grant funding from the Stanislaus County CDBG Consortium for infrastructure improvements in the City's income-eligible area (bordered by Yolo Street, "N" Street, Inyo Avenue and the western city limit line). This project, known as the PQRST/Fresno/Merced/West Avenue Infrastructure and Street Reconstruction Project Phase 1, consists of the installation of curb, gutter, and sidewalks and related street repairs around the Howard B. Hill Jr. Park site (Fresno Street, Merced Street and West Avenue).

ANALYSIS:

On May 11, 2010 City Council awarded a contract to the lowest responsible bidder for the project, Teichert Construction, and construction for this project was completed on October 14, 2010. There were two change orders approved for this project totaling \$11,319.15. The two change orders included payment for a catch basin and storm drain line in West Avenue, reimbursement for additional costs associated with wet sub-grade, realignment of the meandering sidewalk in Inyo Avenue, installation of a handicap ramp at Inyo and West Avenue, and the installation of cobbles in the island at Inyo and Merced Avenues. The change orders represent a 5.4% increase from the contract original price. In addition, the balancing quantities increased the contract amount by \$16, 501.88 for a final contract price (including the change orders) of \$236,903.43. A final walk-thru inspection of the project was performed by the City Engineer. Everything has been completed and is in compliance with plans and specifications.

FISCAL IMPACT:

Original Project Bid	\$209,082.40		
Contract Change Order #1	\$4,083.00	09/10 CDBG Funding	\$268,189.84
Contract Change Order #2	\$7,236.18	Safe Routes To School Grant	\$225,000.00
Balancing Quantities	\$16,501.88	SR2S Local Match	\$25,000.00
Total Project Cost	\$236,903.43	Total Funding Amount	\$518,189.84

CONCLUSION:

The Safe Routes To School, PQRST/Fresno/Merced/West Avenue Infrastructure and Street Reconstruction Project Phase 1, constructed by Teichert Construction, has been completed in compliance with the plans and specifications. The final construction cost is \$236,903.43. Therefore, staff recommends that the City Council

Agenda Item: **8.e.**

approve Resolution No. 2010- , authorizing Ed Katen as Mayor, and Michael Holland as City Clerk to record a notice of completion for the Safe Routes To School, PQRST/Fresno/Merced/West Avenue Infrastructure and Street Reconstruction Project Phase 1.

ATTACHMENTS:

1. Resolution No. 2010-

Respectfully Submitted,



Garner Reynolds
Director of Public Works

REVIEWED/CONCUR:



Michael E. Holland
City Manager

RESOLUTION NO. 2010-

**A RESOLUTION APPROVING THE SAFE ROUTES TO SCHOOL, CYCLE 8 AND
PQRST/FRESNO/MERCED/WEST AVENUE INFRASTRUCTURE AND STREET
RECONSTRUCTION PROJECT PHASE 1 AND AUTHORIZING ED KATEN AS MAYOR,
AND MICHAEL E. HOLLAND AS CITY CLERK TO RECORD A NOTICE OF
COMPLETION**

WHEREAS, on the 2ND day of June, 2010, agreements were entered into between the CITY OF NEWMAN, herein after referred to as "CITY" and Teichert Construction, 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 SAFE ROUTES TO SCHOOL, CYCLE 8 AND PQRST/FRESNO/MERCED/WEST AVENUE INFRASTRUCTURE AND STREET RECONSTRUCTION PROJECT PHASE 1; 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 26th day of October, 2010 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

**AMENDMENT TO CALPERS CONTRACT ESTABLISHING
A TWO-TIER RETIREMENT SYSTEM**

RECOMMENDATION:

It is recommended that the City Council:

1. Conduct a public hearing
2. Conduct a second reading and adoption Ordinance No. 2010- , authorizing an amendment to the contract between the City Council of the City of Newman and the Board of Administration of the California Public Employees' Retirement System and authorize staff to prepare and publish a summary of said ordinance.

BACKGROUND:

In March 2003, the City Council approved a Resolution to amend the contract between the City and CalPERS to enhance the retirement benefits for Public Safety Personnel to 3% @ 50. In October 2005, the City Council approved a similar Resolution for miscellaneous employees authorizing a 2.7% @ 55 formula for retirement benefits. These changes were made during a time when CalPERS was receiving above-average returns on their investments.

UPDATE: On September 28th, the City Council approved a Resolution of Intent to amend the contract between CalPERS and the City of Newman and Introduced the enacting Ordinance.

ANALYSIS:

Due to the changing economic conditions, the City continues to explore ways to control current and future costs to the City. While substantial progress has been made to control current costs, amending the contract between the City and CalPERS and initiating new retirement packages (Public Safety 3% @ 55 and Miscellaneous 2% @ 55) will help the City in the future. The proposed new formulas will be applicable only to persons hired by the City after the effective date; anticipated to be on or around December 1, 2010. Based upon labor laws and CalPERS rules, current employees will remain on the existing system.

Based upon existing employees remaining on the current system, the fiscal benefits of a two-tier retirement system will not be realized by the City immediately. Savings will be achieved when existing employees leave the City and new employees (under the new retirement system) are hired to replace them. With a relatively young staff, the City is not anticipated to attain a significant costs savings for approximately a decade or more.

FISCAL IMPACT:

Current rates:	Public Safety (3% @ 50)	Miscellaneous/Management (2.7% @ 55)
City Contribution	26.923%	17.444%
Employee Contribution rate		
Employer paid	6%	5%
Employee paid	3%	3%
Total City Contribution rate *	32.923%	22.444%
* multiplied by annual salary		
Proposed Rate:	Public Safety (3% @ 55)	Miscellaneous/Management (2% @ 55)
City Contribution	15.592%	8.475%
Employee Contribution rate		
Employer paid	0%	0%
Employee paid	9%	7%
Proposed City Contribution rate*	15.592%	8.475%
* multiplied by annual salary		
Savings for the City	17.331%	13.969%

Other options considered:	Public Safety (2% @ 50)	Miscellaneous/Management (2% @ 60)
City Contribution	13.436%	6.755%
Employee Contribution rate		
Employer paid	0%	0%
Employee paid	9%	7%
Proposed City Contribution rate*	13.436%	6.755%
* multiplied by annual salary		

CONCLUSION:

As the City continues to search for ways to control and/or reduce current and future costs, one area that surfaces is retirement contributions. In the early to middle half of the decade, the economy was rolling along and CalPERS was reaping the benefits. As a result, many cities elected to enhance the retirement packages provided to their employees. In addition to the enhanced formulas, many cities (including Newman) agreed to pay the employee contribution rate as well. As one can see from the tables above, Newman can not sustain this type of benefit moving forward.

After reviewing the actuaries provided by CalPERS, staff is proposing a two-tier retirement system be implemented. All existing employees would continue on the current retirement formulas; 3% @ 50 for Public Safety and 2.7% @ 55 for Miscellaneous and Management. New employees hired after the effective date would be placed on the new retirement system and required to pay the entire employee contribution rate. Under this proposal, the City cost would be reduced by 17.331% and 13.969% of the new employee's annual salary. While this will not result in immediate savings nor will it solve our current budget deficit, the City will realize a significant savings as existing employees leave the City's service and new employees are hired.

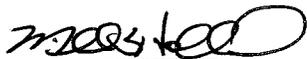
Staff recommends the Council agree that a two-tier retirement system is in the best long-term interest of the City and support the proposal requiring new employees to pay the entire employee contribution rate by adopting the attached Resolution of Intent.

UPDATE: Staff recommends the Council hold a Public Hearing to receive comments regarding the adoption of a two-tier retirement system. Upon conclusion of the Public Hearing, staff recommends the Council Adopt the Ordinance.

ATTACHMENTS:

1. Ordinance No. 2010-
2. Amendment to the contract between the City Council of the City of Newman and the Board of Administration of the California Public Employees' Retirement System.

Respectfully submitted,



Michael Holland
City Manager

ORDINANCE NO. 2010-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWMAN AUTHORIZING
AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY
OF NEWMAN AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC
EMPLOYEES' RETIREMENT SYSTEM**

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

Section 1.

That an amendment to the contract between the City Council of the City of Newman and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

Section 2.

The Mayor of the City of Newman is hereby authorized, empowered and directed to execute said amendment for and on behalf of said Agency.

Section 3.

This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published at least once in the West Side Index, a newspaper of general circulation, published and circulated in the City of Newman and thenceforth and thereafter the same shall be in full force and effect.

Introduced at a regular meeting of the City Council of the City of Newman held on the 28th day of September, 2010 by Council Member Candea, and adopted at a regular meeting of said City Council held on the 26th day of October, 2010 by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

City Clerk



EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Newman

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective January 1, 1982, and witnessed November 24, 1981, and as amended effective August 16, 1983, April 1, 1986, July 15, 1986, June 30, 1994, January 1, 2000, July 1, 2003, and December 1, 2005 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 15 are hereby stricken from said contract as executed effective December 1, 2005, and hereby replaced by the following paragraphs numbered 1 through 18 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members; age 50 for local safety members entering membership in the safety classification on or prior to the effective date of this amendment to contract and age 55 for local safety members entering membership for the first time in the safety classification after the effective date of this amendment to contract.

PLEASE DO NOT SIGN HERE

2. Public Agency shall participate in the Public Employees' Retirement System from and after January 1, 1982 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
 - (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.
 - (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.

PLEASE DO NOT SIGN "EXHIBIT C"

- (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.
 - (g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
- a. Local Police Officers (herein referred to as local safety members);
 - b. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
- a. **FIREFIGHTERS.**
6. By special agreement between the Board and the Public Agency assets held by the Travelers Insurance Company a local retirement system, were transferred to the employer account in five installments. The final installment was made on June 30, 1986. Miscellaneous employees who were employed by Public Agency on January 1, 1982 and who waived their rights under the local retirement system became members of this System on January 1, 1982. Said employees were credited with service rendered for the Public Agency prior to January 1, 1982. Police employees became members of this system on April 1, 1986. Said employees were credited with service rendered for the Public Agency prior to April 1, 1986. Miscellaneous employees who were employed by Public Agency on January 1, 1982 and who did not waive their rights under the local retirement system, by specific contract provision were excluded until said exclusions was removed by amendment to the contract effective July 15, 1986. Said employees were credited with service rendered for the Public Agency prior to July 15, 1986.
7. Benefits paid to retired persons under the local retirement system on January 1, 1982 have been recalculated in accordance with Section 20481. The benefits which would have been payable under the local retirement system shall not be reduced.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

8. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment before and not on or after December 1, 2005 shall be determined in accordance with Section 21354 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a local miscellaneous member in employment on or after December 1, 2005 and not entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21354.5 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2.7% at age 55 Modified).
10. The percentage of final compensation to be provided for each year of credited current service as a local miscellaneous member entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract shall be determined in accordance with Section 21354 of said Retirement Law Subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a local safety member entering membership in the safety classification on or prior to the effective date of this amendment to contract shall be determined in accordance with Section 21362.2 of said Retirement Law to the reduction provided therein for Federal Social Security (3% at age 50 Full).
12. The percentage of final compensation to be provided for each year of credited current service as a local safety member entering membership for the first time in the safety classification after the effective date of this amendment to contract shall be determined in accordance with Section 21363.1 of said Retirement Law subject to the reduction provided therein for Federal Social Security (3% at age 55 Full).
13. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 20965 (Credit for Unused Sick Leave).
 - b. Section 20938 (Limit Prior Service to Members Employed on Contract Date).

PLEASE DO NOT SIGN "REVISED" COPY

- c. Section 20475 (Different Level of Benefits). Section 21354 (2% @ 55 Modified formula) is applicable to local miscellaneous members entering membership for the first time in the miscellaneous classification after the effective date of this amendment to contract.

Section 20475 (Different Level of Benefits). Section 21363.1 (3% @ 55 Modified formula) is applicable to local safety members entering membership for the first time in the safety classification after the effective date of this amendment to contract.

- 14. Public Agency, in accordance with Government Code Section 20834, shall not be considered an "employer" for purposes of the Public Employees' Retirement Law. Contributions of the Public Agency shall be fixed and determined as provided in Government Code Section 20834, and such contributions hereafter made shall be held by the Board as provided in Government Code Section 20834.
- 15. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
- 16. Public Agency shall also contribute to said Retirement System as follows:
 - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
- 17. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

18. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF NEWMAN

BY _____
LORI MCGARTLAND, CHIEF
EMPLOYER SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **10.a.**
City Council Meeting
of October 26, 2010

AWARD BID FOR THE NESTED PIEZOMETER WELL PROJECT TO VANNUCCI TECHNOLOGIES

RECOMMENDATION:

It is recommended that the City Council adopt Resolution No. 2010- , awarding the Nested Piezometer Well Project to Vannucci Technologies for \$48,346.00 and authorize the City Manager to execute the agreement.

BACKGROUND:

The City of Newman water system is comprised of four municipal wells with a pumping capacity of 6,800 gallons per minute (gpm). However, the standard practice for water systems is to provide reliable pumping capacity based on the overall capacity with the largest well out of service. Well 8 is the largest well in the water system with a pumping capacity of 2,500 gpm. Waking Well 8 out of service reduces the reliable pumping capacity to 4,300 gpm. The estimated peak hour demand of the water system is 6,800 gpm. Therefore, the water system does not have sufficient reliable pumping capacity, with Well 8 off-line, to meet the estimated system demands.

As a result the City is planning to correct this deficiency by installing a new well. The first part of installing a new well is to drill a test hole to determine if there is sufficient quality and quantity of groundwater for the well. Eco:Logic Engineering (now doing business as Stantec) advertised a Request For Proposals for bidding for the installation of a test hole based on that criteria.

ANALYSIS:

The City advertised for bids for approximately two months with bids open and read on October 18, 2010 at 11:00 am. A total of five bids were submitted for this project. The Engineer's Estimate for this project is \$75,000.00. Eco:Logic Engineering / Stantec has reviewed the bids and found them to be in proper order. The lowest responsible bidder for this project has been determined to be Vannucci Technologies with a bid amount of \$48,346.00.

The bid results are as follows:

Vannucci Technologies	-	\$48,346.00
Maggiore Bros. Drilling	-	\$54,248.00
Roadrunner Drilling and Pumping	-	\$58,505.00
Cascade Drilling	-	\$62,150.00
NorCal Pump and Well Drilling	-	\$68,275.00

FISCAL IMPACT:

This project was approved as part of the budget in the Capital Water Impact Fee (Fund 64).

Total Bid Amount - \$48,346.00 Capital Water Impact Fee (Fund 64) \$75,000.00

CONCLUSION:

The City of Newman advertised and received bids for the Nested Piezometer Well Project. Vannucci Technologies has been determined to be the lowest responsible bidder with a bid amount of \$48,346.00. Therefore, staff recommends that the City Council adopt Resolution No. 2010- , awarding the Nested Piezometer Well Project to Vannucci Technologies for \$48,346.00 and authorize the City Manager to execute the agreement.

ATTACHMENTS:

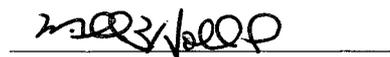
1. Resolution No. 2010-
2. Contract Agreement

Respectfully Submitted,



Garner Reynolds
Director of Public Works

REVIEWED/CONCUR:



Michael E. Holland
City Manager

RESOLUTION NO. 2010-

**AWARD BID FOR THE NESTED PIEZOMETER WELL PROJECT CONTRACT TO
VANNUCCI TECHNOLOGIES**

WHEREAS, the City Manager of the City of Newman has recommended that the City Council approve a contract with Vannucci Technologies for the Nested Piezometer Project; and

WHEREAS, the City Council is desirous of entering into a contract with Vannucci Technologies;
and

WHEREAS, the City Council of the City of Newman has determined it would be in the best interest of the City to enter into a contract with Vannucci Technologies

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman hereby approves the contract for the Nested Piezometer Project with Vannucci Technologies in the amount of \$48,346.00 and authorizes the City Manager to execute said contract for the Nested Piezometer Well Project.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 26th day of October 2010 by Council Member _____, who moved its adoption which motion was duly seconded and was upon roll call carried and the resolution adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor of the City of Newman

ATTEST:

Deputy City Clerk of the City of Newman

The bid results are as follows:

Vannucci Technologies	-	\$48,346.00
Maggiara Bros. Drilling	-	\$54,248.00
Roadrunner Drilling and Pumping	-	\$58,505.00
Cascade Drilling	-	\$62,150.00
NorCal Pump and Well Drilling	-	\$68,275.00

DOCUMENT 00400

BID FORM

TO: CITY OF NEWMAN

THIS BID IS SUBMITTED BY:

VANNUCCI TECHNOLOGIES
(Firm/Company Name)

Re: PROJECT NUMBER NEWM09-005, CITY OF NEWMAN NESTED PIEZOMETER WELL PROJECT

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Newman, to perform and furnish all Work as specified or indicated in the Contract Documents and Document 00520 (Contract Agreement) for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, and Document 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.
3. In submitting this Bid, Bidder represents:
 - (a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum No.	Addendum Date	Signature of Bidder

Failure to acknowledge addendum shall render the bid non-responsive and shall be cause for its rejection.

- (b) Bidder has performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 00520 (Contract Agreement), Document 01100 (Summary of Work), and as otherwise stated in the Contract Documents.
- (c) Bidder has received and examined copies of the following technical specifications on City of Newman-provided, Contractor-installed equipment. (Not Applicable)
- (d) Bidder has given the City of Newman prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and relevant as-built drawings and actual conditions and the written resolution thereof through Addenda issued by the City of Newman is acceptable to Contractor.

W. Vannucci
Signature of Bidder

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: P.O. Box 791
WOODLAND CA 95776

Officers authorized to sign contracts: WILLIAM VANNUCCI

Telephone Number(s): 530-219-2641

Fax Number(s): 530-787-3371

Date of Bid: 10-10-2010

END OF DOCUMENT

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items, including lump sums and unit prices, shall be filled in completely. Bid items are described in Section 01100 (Summary of Work). Quote in figures only, unless words are specifically requested.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Mobilization/Demobilization Production Well Equipment	1	Lump Sum	3500 ⁰⁰ /each	3500 ⁰⁰ \$
2.	Drill Borehole	650	Linear feet	38 ⁰⁰ /ft	24,700 ⁰⁰ \$
3.	Acquire Borehole Geophysical/Caliper Logs and Deviation Survey	1	Lump Sum	2300 ⁰⁰ /each	2300 ⁰⁰ \$
4.	Furnish and Install Bottom Plug	125	Cubic Feet	10 ⁰⁰ /cu. ft	1250 ⁰⁰ \$
5.	Furnish and Install Nominal 2.5-inch PVC Well Casing	580	Linear Feet	8 ⁰⁰ /ft	4640 ⁰⁰ \$
6.	Furnish and Install Nominal 2.5-inch 0.030 Slot PVC Well Screen	120	Linear Feet	9 ⁰⁰ /ft	1080 ⁰⁰ \$
7.	Furnish and Install Filter Pack.	112	Cubic Feet	8 ⁰⁰ /cu. ft	896 ⁰⁰ \$
8.	Furnish and Install Transition Seal	8	Cubic Feet	10 ⁰⁰ /cu. ft	80 ⁰⁰ \$
9.	Furnish and Install Intermediate Seal	175	Cubic Feet	10 ⁰⁰ /cu. ft	1750 ⁰⁰ \$
10.	Furnish and Install Sanitary Seal	95	Cubic Feet	10 ⁰⁰ /cu. ft	950 ⁰⁰ \$
11.	Provide Development of Monitoring Wells	2	Lump Sum	1000 ⁰⁰ /each	2000 ⁰⁰ \$
12.	Treat and Dispose of Development Water	1	Lump Sum	2000 ⁰⁰ /each	2000 ⁰⁰ \$
13.	Disposal of Cuttings and Drilling Fluid/Mud	1	Lump Sum	2000 ⁰⁰ /each	2000 ⁰⁰ \$
14.	Surface Completion	1	Lump Sum	1900 ⁰⁰ /each	1900 ⁰⁰ \$
Sub-total Drilling and Construction of Two Nested Monitoring Wells					48,346 ⁰⁰ \$
TOTAL BID PRICE (Items 1 through 14)					48,346⁰⁰ \$

Total Bid Price: FORTY EIGHT THOUSAND THREE HUNDRED FORTYSIX (Words)
VAN NUCCI TECHNOLOGIES

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
STANDBY AND OPTIONAL ITEMS – EXCLUDED FROM TOTAL BID PRICE					
ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
	Standby				
15.	a) Equipment	1	Hours	350 ⁰⁰ /hr	Not Applicable
	b) Personnel	1	Hours	100 ⁰⁰ /hr	Not Applicable

5. Subcontractors for work included in all Bid items are listed on the attached Document 00430 (Subcontractors List).
6. The undersigned Bidder understands that the City of Newman reserves the right to reject this Bid.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Document 00400 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200 (Instructions to Bidders) within the times specified therein.
8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in the Notice to Proceed and to complete all work within the time specified in Contract Documents. The undersigned Bidder acknowledges that the City of Newman has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges that the City of Newman has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.
11. The undersigned Bidder agrees that, in accordance with Document 00700 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Contract Documents shall be as set forth in Document 00520 (Contract Agreement).
12. The names of all persons interested in the foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

NAME OF BIDDER: VANNUCCI TECHNOLOGIES
 licensed in accordance with an act for the registration of Contractors, and with California license number: 814760
 Expiration: 11-2011

Where incorporated, if applicable

William Vannucci

 Principals

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

DOCUMENT 00430

SUBCONTRACTORS LIST

List on the form provided: (a) the name and location of the place of business of each subcontractor who will perform work or labor, or render service to the general contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California, who, under subcontract to the general contractor specially fabricates and installs a portion of the work of improvement in the amount in excess of one-half of one percent (0.5%) of the general contractor's total bid; and (b) that portion of the work which will be done by each such subcontractor for each such portion as defined by the Contractor in his bid.

If a Contractor fails to specify a Subcontractor for any portion of the work to be performed under this contract of one-half of one percent (0.5%) of the total bid, he agrees to perform that portion himself.

Work to Perform	Contractor License Number	Percent of Total Contract	Subcontractor's Name, Address, and Contact Person
E-LOG CALSBER		10%	DEWEY DATA

(Bidder to attach additional sheets if necessary)

END OF DOCUMENT

DOCUMENT 00450

BIDDER'S QUALIFICATIONS

This Document 00450 (Bidder's Qualifications) sets forth additional requirements that Bidders and Bidders' subcontractors and/or subconsultants must meet in order to be deemed responsive to the Bid Documents for the general construction contract, or work described in general, as follows:

**CITY OF NEWMAN NESTED PIEZOMETER WELL PROJECT
NEWMAN, CALIFORNIA**

- 1. **GENERAL INFORMATION.** It is the intent of the City to award a Contract only to a Bidder who furnishes satisfactory evidence that he has the requisite experience, ability, and sufficient capital, facilities, and plant to enable him to prosecute the Work successfully and promptly, and to complete it within the time stated in the Contract.

Bidder's compliance with the minimum qualification requirements in this Document 00450 will also be measured by the experience of the supervisory personnel who will have responsible charge of the Work.

- 2. **EXPERIENCE.** The following statements as to safety and relevant experience of Bidder as contained in this Document 00450 are to be submitted with the Bid form by the time and date specified in Document 00200 (Instructions to Bidders), Paragraph 1. Bidder guarantees the truthfulness and accuracy of the information.

a. SAFETY

- 1. List Bidder's Interstate Experience Modification Rate for the last three years.

2008:
 2009:
 2010:

- 2. Use Bidder's last year's Cal/OSHA 200 log to fill in the following:

a. Number of lost workday cases 0

b. Number of medical treatment cases 0

c. Number of fatalities 0

- 3. Employee hours worked last year 8,000

b. RELEVANT EXPERIENCE

The Bidder has been engaged in the contracting business, under the present business name for 4 years. Experience in work of a nature similar to that covered in the proposal extends over a period of 15 years.

List any projects where Bidder has been terminated by an Owner for cause or has been involved in mediation/arbitration/litigation with an Owner on a construction project within the last 10 years (if none, state none). Provide Owner contact information:

NONE

The following comparable projects (multiple completion wells in a single borehole) have been satisfactorily completed in the last three (3) years for the persons, firm or authority indicated:

Multiple Completion Well Project 1

Year Conducted: 2008 - 2009 - 2010

Contract Amount: 650,000⁰⁰

Summary of Work Performed: INSTALLATION OF MORE THAN 10 - 2.5" MULTIPLE COMPLETION WELLS TO DEPTHS EXCEEDING 700'

Location: RANCHO CORDOVA

Owner Name: AERJET / BEN CORP

Contact Name: JANINE LOWES

Contact Phone Number(s) 916-355-2970

Multiple Completion Well Project 2

Year Conducted: 2009

Contract Amount: 150,000⁰⁰

Summary of Work Performed: INSTALL 2" MULTIPLE COMPLETION WELL TO 500' +

Location: WINDSOR

Owner Name: ECO-LOGIC

Contact Name: DALE BUEGENEL

Contact Phone Number(s) 775-827-2311

Multiple Completion Well Project 3

Year Conducted: 2009

Contract Amount: \$5,000⁰⁰

Summary of Work Performed: INSTALL 3" MULTIPLE COMPLETION WELL TO APP 300'

Location: CITY OF MENDOTA

Owner Name: REG TRANS

Contact Name: KEITH HOFFARD

Contact Phone Number(s) 916-853-1800

- 3. **EQUIPMENT QUALIFICATION REQUIREMENTS.** To qualify as a responsive Bidder, the Bidder and all of the Bidder's subcontractors, subconsultants, or any other groups or individuals performing part of the work of the contract on the Bidder's behalf must meet equipment, facilities, and plant requirements that meet the Contract Requirements in Section 01100. Specific equipment that will be used on the job shall be described in the Drilling Management Plan specified in Section 01100.

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES THE CITY OF NEWMAN AND THEIR AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

William Venavice
PRINTED NAME

W/V
SIGNATURE

10-16-2010
DATE

END OF DOCUMENT

DOCUMENT 00520

CONTRACT AGREEMENT

This Agreement is made and entered into this _____ day of October 2010, by and between CITY OF NEWMAN (CITY) and VANNUCCI TECHNOLOGIES (CONTRACTOR) regarding the work described herein.

WITNESETH:

CITY desires to retain the services of CONTRACTOR regarding the City of Newman Nested Piezometer Well Project (PROJECT), as described in these contract documents.

CONTRACTOR desires to perform the services requested by CITY regarding the PROJECT on the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Description of Work

CONTRACTOR shall perform all work listed in the BID dated October 10, 2010 "City of Newman Nested Piezometer Well Project", and in accordance with the Request For Proposals titled "City of Newman nested Piezometer Well Project" dated September 24, 2010.

CONTRACTOR shall provide all labor, equipment, material and supplies required or necessary to properly, competently and completely perform the work or render the services under this Agreement, consistent with the contract Document 01100 (Summary of Work). CONTRACTOR shall determine the method, details and means of doing the work or rendering the services.

All plans, surveys, reports, drawings, calculations, specifications and other documents prepared by Contractor pursuant to this agreement shall be the property of City. The parties acknowledge and agree that the documents produced pursuant to this agreement are produced for hire.

2. Compensation

Compensation shall be based on the unit or lump some costs as described in Document 00400 (Bid Form) and Document 01200 (Measurement and Payment) and shall not exceed \$ 48,346⁰⁰ with out prior written approval.

3. Term and Time For Completion

This Agreement shall become effective on the date first hereinabove written and will continue in effect until the services provided herein have been completed, unless sooner terminated as provided in Paragraph 8.

4. Payment for Services

CONTRACTOR shall submit to CITY monthly itemized bills for the services rendered. If the work is satisfactorily completed and in accordance with Document 01200 (Measurement and Payment), CITY shall pay such bill within thirty (30) days of its receipt. Should CITY dispute any portion of any bill, CITY shall pay the undisputed portion within the time stated above, and at same time advise CONTRACTOR in writing of the disputed portion.

5. Compliance With Laws

CONTRACTOR agrees that it shall conduct its work and perform its services in compliance with all laws and regulations of STANISLAUS County, California, and any officer, department or agency thereof, as well as other laws and regulations as may be applicable thereto, including obtaining a business license in the CITY.

6. Errors and Omissions Insurance (NOT APPLICABLE)

CONTRACTOR shall have such errors and omissions insurance as shall protect CITY, it's officers, directors, employees and agents from claims based on alleged errors or negligent acts or omissions which may arise from Contractor's operations or performance under this Agreement, whether claims be made during or subsequent to the term of this Agreement, and whether such operations or performance be by CONTRACTOR or its employees, contractors, agents or anyone else directly or indirectly employed by any of the foregoing. The amount of this insurance shall not be less than \$1,000,000.

Said policy shall be continued in full force and effect during the term of this Agreement and for a period of five (5) years following the completion of the services provided for in this

Agreement. In the event of termination of said policy, new coverage shall be obtained for the required period to insure for the prior acts of CONTRACTOR during the course of performing services under the terms of this Agreement.

CONTRACTOR shall provide to CITY a certificate of insurance on a form acceptable to CITY indicating the deductible or self-retention amounts and the expiration date of said policy, and shall provide renewal certificates within ten (10) days after expiration of each policy term.

7. General Insurance

CONTRACTOR shall, at its expense, maintain in effect at all times during the duration of this Agreement not less than the following coverage and limits of insurances:

- A. Workers Compensation CONTRACTOR shall carry such insurance as will protect CITY and CONTRACTOR from claims under Worker's Compensation and Employers' Liability Acts; such insurance to be maintained as to the type and amount in strict compliance with State statutes. This insurance shall also waive all right to subrogation against CITY, its employees, directors, officers and agents.
- B. General Liability. CONTRACTOR shall obtain and keep in full force and effect general liability insurance including provisions for contractual liability, personal injury, independent contractors and broad form property damage coverages. This insurance shall be on a comprehensive occurrence basis form with a stand cross liability clause or endorsement. The limit for this insurance shall be no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- C. Automobile Liability. CONTRACTOR shall maintain automobile liability insurance with coverage for any vehicle including those owned, leased, rented or borrowed. This insurance shall have a standard cross liability clause or

endorsement. The limit amount for this insurance shall be no less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

- D. Certificates of Insurance. Promptly upon execution of this Agreement and prior to commencement of any work, CONTRACTOR shall provide CITY with certificates of insurance evidencing that all insurance and/or endorsements required by this Agreement have been obtained and are in full force and effect. Approval of the insurance by CITY shall not relieve or decrease any liability of CONTRACTOR. The certificates and policies shall provide that thirty (30) days written notice of any cancellation of the insurance policies will be provided to CITY. In addition, in the event any change is made in the insurance carrier, policies or nature of coverage required under this Agreement, CONTRACTOR shall notify CITY prior to making such changes.

Such insurance shall include a provision for endorsement naming CITY, its officers, directors, employees and agents as additional insured's with respect to liability arising out of the performance of any work under this Agreement, and providing that such insurance is primary insurance with respect to the interest of CITY and that any other insurance maintained by CITY is excess and not contributing insurance with the insurance required hereunder.

8. Indemnification and Hold Harmless

The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorneys' fees and defense cost, to the extent caused by the Contractor's negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom the Contractor is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to

the extent caused by the City's negligent acts in connection with the Project and the acts of its contractors, subcontractors or contractors or anyone for whom the City is legally liable.

Neither the City nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

9. Termination

This Agreement may be terminated at any time and for any reason by CITY upon five (5) days advance written notice. In the event of such termination, CONTRACTOR is to be fairly compensated for all work performed to the date of termination as calculated by CITY based on Paragraph 2 hereof, provided that such compensation shall not in any case exceed the maximum sum set forth in Paragraph 2 hereof. Compensation under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of the bargain.

10. Attorneys Fees

In the event that any arbitration, litigation or other action or proceeding of any nature between CITY and CONTRACTOR becomes necessary to enforce or interpret all or any portion of this Agreement or because of an alleged breach by either party of any of the terms hereof, it is mutually agreed that the losing or defaulting party shall pay the prevailing party's reasonable attorney's fees, costs and expenses incurred in connection with the prosecution or defense of such action or proceeding.

11. Entire Agreement

This writing and the Contractor's Proposal constitutes the entire Agreement between the parties relative to the services specified herein, and no modifications hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement. There are no understandings, agreements, conditions, representations, warranties or promises with respect to the subject matter of this Agreement except those contained in or referred to in this writing.

12. Independent CONTRACTOR

It is expressly understood and agreed by the parties hereto that Contractor's relationship to CITY is that of an independent contractor. All persons hired by CONTRACTOR and performing the work shall be contractor's employees or agents. CITY shall not be obligated in any way to pay any wages or other claims by any such employees or agents or any other person by reason of this Agreement. CONTRACTOR shall be solely liable to such employees and agents for losses, costs, damage of injuries by said employees or agents during the course of the work.

13. Successors and Assignment

This Agreement shall be binding on the heirs, successors, executors, administrators and assigns of the parties; however, CONTRACTOR agrees that it will not assign, transfer, convey or otherwise dispose of this Agreement or any part thereof, or its rights, title or interest therein, or its power to execute the same without the prior written consent of CITY.

14. Severability

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

15. Waiver of Rights

Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

16. Remedies Not Exclusive

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of any remedy provided by law.

17. Notices

17. All notices, statements, reports, approvals or requests or other communications that are required either expressly or by implication to be given by either party to the other under this Agreement shall be in writing and signed for each party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been

received on the date of delivery if delivered personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in the U.S. post office for delivery. Unless and until formally notified otherwise, all notices shall be addressed to the parties at their addresses shown below:

CITY OF NEWMAN
Director of Public Works
PO Box 787
Newman, California 95386

CONTRACTOR
Name: VANNUCEC TECHNOLOGIES
Address: P.O. Box 791
WOODLAND CA 95776

18. Sub-Contractors

No subcontract shall be awarded or an outside contractor engaged by CONTRACTOR unless prior written approval is obtained from CITY.

IN WITNESS WHEREOF, the City of Newman, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Resolution No. 2010-____ adopted by the Council of the City of Newman on the 13th day of April, 2010, and CONTRACTOR has caused this agreement to be duly executed.

CITY OF NEWMAN,
A California municipal corporation

a WJ Van

By _____
Michael E. Holland, City Manager

By William Vanucci OWNER
Name Title

By _____
Name Title

Federal ID # 674-09-2459

ATTEST:

(Seal)

By _____
Mike Maier, City Clerk

APPROVED AS TO FORM:

TOM HALLINAN, City Attorney

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/9/2010

PRODUCER Phone: 800 464 0433 Fax: 559 437 3385
Alliant Insurance Services, Inc.
7525 North Cedar Ave Suite 101
Fresno CA 93720

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Vannucci Technologies
William Vannucci
PO Box 791
Woodland CA 95776

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Ins	0
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	\$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
						PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	020-70-9077	3/1/2010	3/1/2011	X WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Contractors license #814760

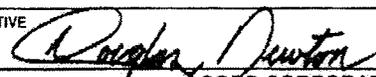
CERTIFICATE HOLDER

CONTRACTORS STAE LICENSE BOARD
WORKERS COMPENSATION UNIT
PO BOX 26000
SACRAMENTO CA 95826-0026

CANCELLATION 10 DAY NOTICE FOR NON PAYMENT

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <30> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
8/12/2010

PRODUCER Phone: 800-464-0433 Fax: 619 699 0946
 Alliant Insurance Services, Inc.
 7525 North Cedar Ave Suite 101
 Fresno CA 93720

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Vannucci Technologies
 PO Box 791
 Woodland CA 95776

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Star Ins Co	18023
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CP0266473	1/16/2010	1/16/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A X	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA0266473	1/16/2010	1/16/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER SCHEDULED EQUIP	CP0266473	1/16/2010	1/16/2011	DED: \$1000

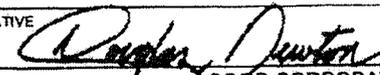
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED AND LOSS PAYEE AS RESPECTS ITEMS LISTED BELOW:
 TH-60 Atlas Copco Drill S/N: 21335 Mounted on 2009 Peterbilt 367 Truck VIN: 1NPTL40X69D778634. ~~XXXXX~~ ~~XXXXXX~~ ACV

CERTIFICATE HOLDER

CANCELLATION 10 DAY NOTICE FOR NONPAYMENT

—

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <30> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE 

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **10.b.**
City Council Meeting
of October 26, 2010

REPORT ON NEWMAN TREE LIGHTING 2010

RECOMMENDATION:

Review the Chamber of Commerce plan for the 2010 Tree Lighting and provide staff with direction.

BACKGROUND:

The Tree Lighting is a well established annual community event planned for December 4th 2010. Staff has been working with the Newman Chamber of Commerce in organizing this year's event.

ANALYSIS:

At the date and time this staff report was prepared, the organizing committee was still in the final stages of planning this year's event. Any subsequent changes will be reported out by staff during the presentation of this report. The following is the plan as submitted by the Newman Chamber of Commerce.

Street Closure from 2:00 pm to 7:00 pm (Merchant signatures completed). The street closure will be on Main Street from Tulare Street to Fresno Street.

Booth's will be 10x10 or 10x20. Set up in the Plaza and on Main Street (if needed)
Number of booths is estimated at 20.

Type of booth's: Food and Crafts
Newman Police Dept. to be on hand with a police car.

Fire Truck rides from 2:00 pm until 3:30 pm.
Santa and Mrs. Claus arrives at the Theater at 4:00 pm, via fire truck
Pictures with Santa from 4:15 pm until 5:45 pm.
Twinkles the Clown face painting
Corner Stone Dance company and Trinity Dance Studio each to do a 10 minute program. Beginning at 5:45 until 6:15pm.
OHS Band to perform a couple of songs
Tree Lightning will be 6:15pm
OHS Band to perform in the Theater from 6:30 pm to 7:00 pm

Other requests not covered by the Committees request are:

1. The Chamber requests that the City of Newman waive the Business License requirement for this event.
2. The Chamber also requests that City Council allow their insurance coverage to be \$1 million instead of the \$3 million as required by the City's Downtown Event Standards. The Newman Camber of Commerce currently only carries a 1 million dollar policy due to cost.

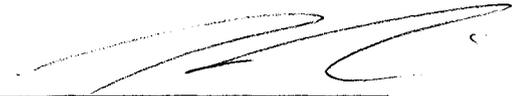
FISCAL IMPACT:

No Fiscal Impact is anticipated.

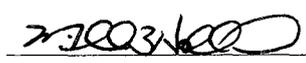
CONCLUSION:

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

Respectfully submitted


Randy Richardson
Chief of Police

REVIEWED/CONCUR:


Michael Holland
City Manager

Newman Chamber of Commerce

Tree Lighting Outline for
December 4, 2010

Street Closure from 2:00 pm to 7:00 pm (Merchant signatures completed). The street closure will be from Tulare Street to Fresno Street.

Booth's will be 10x10 or 10x20.... Set up in the Plaza and on Main Street (if needed)

Number of booth's: 20???..... to be determined

Type of booth's: Food and Crafts

Newman Police Dept. to be on hand with police car

Fire Truck rides from 2:00 pm until 3:30 pm.

Santa and Mrs. Claus arrives at the Theatre at 4:00 pm, via firetruck

Pictures with Santa from 4:15 pm until 5:45 pm.

Twinkles the Clown face painting

Corner Stone Dance company and Trinity Dance Studio each to do a 10 minute program. Beginning at 5:45 until 6:15pm.

OHS Band to perform a couple of songs

Tree Lightning will be 6:15pm

OHS Band to perform in the Theatre from 6:30 pm to 7:00 pm

We would like to request that the City of Newman waive the Business License for this event.

Also, allow our insurance coverage to be 1 million instead of the 3 million. N.C.C. Only carries a 1 million dollar policy due to cost.

Respectfully submitted,

Vicki Lucas

Newman Chamber of Commerce

Newman Chamber of Commerce
Is seeking merchant approval for Main Street closure for the Annual Christmas
Tree Lighting Ceremony

Saturday, December 4, 2010, from 2:00 pm to 7:00 pm.

Newman Chamber is requesting your participation in this annual event. Our intent is to close Main Street from Tulare Street to Fresno Street to offer a safer environment for the folks who will be downtown enjoying this event.

Business:	Address:	Phone:	Contact:
1. J's styles and More	1305 Main St	862 2200	Jedith
2. Ducy's Garage	1113	862 4989	OPTIMUM
3. Lisa Forbus	1335 Main	535 6985	Lisa
4. Felber Insurance	1341 Main	862-1166	Shaun
5. Almart New	1345	862-3612	John
6. HEALTH Insurance Public	1345 Main	862-3595	[Signature]
7. JJ LIQVOR	1361 Main	595-1630	[Signature]
8. STRAPENS + BORGES	1350 MAIN	862-2881	John Bull
9. AJM Property	1355 MAIN	862-3232	John Bull
10. Mendota Registration	1300 main	862-3405	[Signature]
11. Michael Jassarelli	1325 Main	862-3200	Michael Jassarelli
12. Westside Theatre	1331 Main	862-4490	Chris Hansen
13. Newman Medical Clinic	1349 Main St	862-3604	[Signature]
14. Platinum Mortgage	1300 Main St	862 1700	[Signature]
15. Newman ACE	1321 Main St	862-0888	[Signature]
16. Rabobank	1305 Main St.	862 0111	[Signature]
17. Donald Ditta	1335 Main	854-1093	Donald Ditta

18. ~~M. S. Nova's~~ 1335 Main St 862-2680 BN
19. ~~Rodrigo Baral~~ 1335 main st 556-738
20. ~~Shim~~ 1313 MAIN ST
USPS 862-2610