



**AGENDA**  
**NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY**  
**REGULAR MEETING NOVEMBER 8, 2011**  
**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. Presentation By County Librarian, Vanessa Czopek (Annual Report For Fiscal Year 2010/2011).
  - b. Badge Pinning Of Reserve Officer Richard Watts.
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. ([View Warrant Register](#))
  - c. Approval Of Minutes Of The October 11, 2011 Regular Meeting. ([View Minutes](#))
  - d. Adopt Resolution No. 2011- , A Resolution Supporting The Extension Of The Stanislaus County Library 1/8 Cent Sales Tax. ([View Report](#))
  - e. Adopt Resolution No. 2011- , A Resolution Authorizing The City Manager And The Director Of Public Works To Execute Any Agreements, All Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements And Any Amendments Thereto With The California Department Of Transportation For The Construction Of A CNG Fast Fill Fueling Facility CMAQ Project For Fiscal Year 2011/2012. ([View Report](#))
  - f. Adopt Resolution No. 2011- , A Resolution Authorizing The Repair Of The Roof Of The Newman Fire Department/West Stanislaus County Fire Protection District Station And Authorizing A Budget Adjustment Of \$20,000. ([View Report](#))
9. **Public Hearings**
  - a. Adopt Resolution No. 2011- , A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4. ([View Report](#))

## **10. Regular Business**

- a. Adopt Resolution No. 2011- , A Resolution Authorizing The City Manager To Execute An Agreement With The City Of Turlock Designating The City Of Newman As A Sub-Recipient Of HOME Funds For Fiscal Year 2011-2012. ([View Report](#))
- b. Approve A Contract Amendment In The Amount Of \$21,600.00 To The Groundwater Monitoring Services Agreement With Stantec Consulting Services Inc. And Authorize The City Manager To Execute The Agreement. ([View Report](#))
- c. Adopt Resolution No. 2011- , A Resolution Awarding The “M” Street Alley Sewer Line Replacement Project To MCI Engineering For A Not-To-Exceed Amount Of \$125,600.00. ([View Report](#))
- d. Adopt Resolution No. 2011- , A Resolution Authorizing The Purchase Of One Vehicle For Police Department Administrative Purposes And Authorizing A Budget Adjustment Of \$20,000. ([View Report](#))
- e. Adopt Resolution No. 2011- , A Resolution Authorizing The Allocation Of Funding From The Capital Water, Capital Sewer And Public Facility Impact Fees Funds, In The Amount Of \$83,333 From Each Fund For Improvements To The New City Hall. ([View Report](#))
- f. Report On Stanislaus County Mayors’ Agriculture Preservation Strategy. ([View Report](#))

## **11. Items From District Five Stanislaus County Supervisor.**

## **12. Items From The City Manager And Staff.**

## **13. Items From City Council Members.**

## **14. Adjournment.**

## **Calendar of Events**

November 8 - Election Day

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

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

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

November 14 - NCLUSD Board Meeting - 6:00 P.M.

November 15 - Two-On-Two Meeting With The School Board - 4:00 P.M.

November 17 - Planning Commission - Cancelled.

November 22 - City Council - Cancelled.

November 23 - City Furlough Day - City Offices Closed.

November 24-25 - Thanksgiving Holiday- City Offices Closed.

December 3 - Chamber Of Commerce Tree Lighting Event - 2:00 P.M. - 7:00 P.M.

December 8 - Recreation Commission - 7:00 P.M.

December 12 - NCLUSD Board Meeting - 6:00 P.M.

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

December 15 - Planning Commission - Cancelled.

December 26 - Christmas Holiday- City Offices Closed.

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

December 27 - City Council - Cancelled.



**MINUTES**  
**NEWMAN CITY COUNCIL/REDEVELOPMENT AGENCY**  
**REGULAR MEETING OCTOBER 11, 2011**  
**CITY COUNCIL CHAMBERS, 7:00 P.M., 1200 MAIN STREET**

1. **Call To Order** - Mayor Pro Tem Martina 7:01 P.M.
2. **Pledge Of Allegiance.**
3. **Invocation** - Council Member Martina.
4. **Roll Call PRESENT:** Davis, Hutchins, Candea And Mayor Pro Tem Martina.  
**ABSENT:** Mayor Katen (Excused).
5. **Declaration Of Conflicts Of Interest** - None.
6. **Ceremonial Matters** - None.
7. **Items from the Public - Non-Agenda Items**

Vicki Lucas, Newman Chamber Of Commerce, Reminded The Community That The Chamber Would Be Hosting A Chicken Dinner Fundraiser On Wednesday, October 12<sup>th</sup>. Lucas Noted That The Chamber Of Commerce Was Attempting To Raise At Least \$4,400.00 To Fund An Artificial Ice Skating Rink In The Plaza During The Chamber's Christmas Tree Lighting Event. Lucas Encouraged Everyone To Purchase Dinner Tickets And Support The Chamber's Ice Rink Endeavor.

**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 27, 2011 Regular Meeting.
- d. Adopt Resolution No. 2011-66, Declaring Certain Personal Property Surplus Property And Authorizing Disposal And/Or Sale Of Property.

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

**9. Public Hearings**

- a. Adopt Resolution No. 2011-67, A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.

Mayor Pro Tem Martina Opened The Public Hearing At 7:07 P.M.

There Being No Public Comment, Martina Closed The Public Hearing At 7:08 P.M.

**ACTION:** On Motion By Candea Seconded By Hutchins And Unanimously Carried, Resolution No. 2010-67, A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4, Was Adopted.

## **10. Regular Business**

### **a. Report On Newman Tree Lighting Event.**

Hutchins Noted That The City Should Be Listed As An Additional Insured On The Chamber's Insurance Certificate.

**ACTION:** On Motion By Hutchins Seconded By Davis And Unanimously Carried, The Council Approved The Newman Tree Lighting Event As Submitted By The Chamber Of Commerce.

### **b. Adopt Resolution No. 2011-68, A Resolution Accepting The Regional Transportation Impact Fee Summary Report And Authorizing A Budget Adjustment Of \$1,000.**

Hutchins Mentioned That It Appeared As Though The Cities Of Patterson And Oakdale Received A Disproportionate Amount Of The Transportation Funds.

**ACTION:** On Motion By Hutchins Seconded By Davis And Unanimously Carried, Resolution No. 2011-68, A Resolution Accepting The Regional Transportation Impact Fee Summary Report And Authorizing A Budget Adjustment Of \$1,000, Was Adopted.

## **11. Items From District Five Stanislaus County Supervisor.**

Supervisor DeMartini Reminded Everyone That The West Side Healthcare Taskforce's Biggest Loser Weigh-Out Would Be In Gustine On October 15<sup>th</sup> And Noted That Taskforce's Calendar And Essay Contests Were Under Way.

## **12. Items From The City Manager And Staff.**

City Manager Holland Reminded The Community That The City-Wide Fall Clean-Up Week Had Begun And Would Continue Through Saturday, October 15<sup>th</sup>. Holland Noted That A Contingent Of Newman Representatives Would Be Traveling To Bass Lake On Friday, October 14<sup>th</sup> To Receive A Blueprint Award For The Downtown Plaza. He Mentioned That City Offices Would Be Closed For A Furlough On Friday, October 14<sup>th</sup>. Holland Informed The Council That The City Was Recruiting For A Full-Time Public Works Superintendent Due To The Impending Retirement Of Doug Mutoza. He Informed The City Council That Staff Had Recently Made A Trip To Various Local Cities In An Effort To Further Refine The Layout Of The New City Hall And Council Chambers.

Chief Richardson Invited The Community To A Police Department Meet-And-Greet At The McConnell Center On November 3<sup>rd</sup> From 6:00 to 8:00 PM.

## **13. Items From City Council Members.**

Council Member Martina Thanked The Chamber For Everything They Do For The City Of Newman.

## **14. Adjournment.**

**ACTION:** On Motion By Hutchins Seconded By Candea And Unanimously Carried, The Meeting Was Adjourned At 7:36 P.M.

# Accounts Payable

## Manual Check Register

User: efaria  
Printed: 10/18/2011 - 10:11AM  
Batch: 50018.10.2011



City of Newman  
1162 MAIN ST  
PO BOX 787  
NEWMAN, CA 95360

		amount	Invoice No
Check: 100504	10/07/2011		
Vendor: NEW63	NEWMAN POLICE DEPARTMENT	550.00	10/07/11
	Check total:	550.00	
Check: 100516	10/12/2011		
Vendor: ATT08	AT&T	24.68	10/06/11
	Check total:	24.68	
	Total for Accounts Payable Check Run:	574.68	

# Accounts Payable

## AP Check Register for Council



City of Newman  
1162 MAIN ST  
PO BOX 787  
NEWMAN, CA 95360

User: efaria

Printed: 10/21/2011 - 12:57 PM

Check Nu	Check D	Name	Account	Description	Amount
100517	10/21/201	AMERICAN SOCCER COMPANY,	10-45-67	jerseys/shorts/socks for soccer	31.38
100518	10/21/201	ARAMARK UNIFORM SERVICES	10-33-62	uniform cleaning/mat rental/towels-Sept 2011	103.44
100518	10/21/201	ARAMARK UNIFORM SERVICES	10-44-62	uniform cleaning/mat rental/towels-Sept 2011	68.96
100518	10/21/201	ARAMARK UNIFORM SERVICES	60-50-62	uniform cleaning/mat rental/towels-Sept 2011	103.43
100518	10/21/201	ARAMARK UNIFORM SERVICES	63-56-62	uniform cleaning/mat rental/towels-Sept 2011	68.96
100518	10/21/201	ARAMARK UNIFORM SERVICES	10-22-62	uniform cleaning/mat rental/towels-Sept 2011	26.33
100518	10/21/201	ARAMARK UNIFORM SERVICES	10-07-62	uniform cleaning/mat rental/towels-Sept 2011	140.90
100518	10/21/201	ARAMARK UNIFORM SERVICES	10-21-62	uniform cleaning/mat rental/towels-Sept 2011	91.80
100519	10/21/201	ARROWHEAD MOUNTAIN SPRING	10-07-63	bottled water/sept 2011	22.63
100519	10/21/201	ARROWHEAD MOUNTAIN SPRING	63-56-63	bottled water/sept 2011	-5.02
100519	10/21/201	ARROWHEAD MOUNTAIN SPRING	10-45-63	bottled water/sept 2011	7.46
100519	10/21/201	ARROWHEAD MOUNTAIN SPRING	63-56-63	bottled water/sept 2011	79.83
100519	10/21/201	ARROWHEAD MOUNTAIN SPRING	60-50-63	bottled water/sept 2011	26.35
100519	10/21/201	ARROWHEAD MOUNTAIN SPRING	10-21-63	bottled water/sept 2011	19.96
100522	10/21/201	AT&T MOBILITY	10-21-64	Cell phone monthly charges & usage/Sept 2011	411.20
100522	10/21/201	AT&T MOBILITY	63-56-64	Cell phone monthly charges & usage/Sept 2011	249.28
100522	10/21/201	AT&T MOBILITY	10-44-64	Cell phone monthly charges & usage/Sept 2011	26.93
100522	10/21/201	AT&T MOBILITY	69-47-64	Cell phone monthly charges & usage/Sept 2011	4.08
100522	10/21/201	AT&T MOBILITY	60-50-64	Cell phone monthly charges & usage/Sept 2011	121.44
100522	10/21/201	AT&T MOBILITY	10-07-64	Cell phone monthly charges & usage/Sept 2011	16.32
100522	10/21/201	AT&T MOBILITY	10-22-64	Cell phone monthly charges & usage/Sept 2011	16.32
100522	10/21/201	AT&T MOBILITY	10-33-64	Cell phone monthly charges & usage/Sept 2011	20.40
100522	10/21/201	AT&T MOBILITY	10-02-64	Cell phone monthly charges & usage/Sept 2011	75.15
100522	10/21/201	AT&T MOBILITY	10-45-64	Cell phone monthly charges & usage/Sept 2011	28.21
100522	10/21/201	AT&T MOBILITY	10-03-64	Cell phone monthly charges & usage/Sept 2011	70.15
100522	10/21/201	AT&T MOBILITY	10-14-64	Cell phone monthly charges & usage/Sept 2011	42.00
100522	10/21/201	AT&T MOBILITY	73-70-64	Cell phone monthly charges & usage/Sept 2011	9.38
100522	10/21/201	AT&T MOBILITY	74-70-64	Cell phone monthly charges & usage/Sept 2011	4.40
100520	10/21/201	AT&T	10-14-64	Monthly telephone service for 668-3946/Oct 2011	70.88
100520	10/21/201	AT&T	10-21-64	Monthly telephone service for 634-0508/Oct 2011	64.81
100521	10/21/201	AT&T	10-21-64	Monthly telephone service/8/13 to 9/12/11	152.87
100521	10/21/201	AT&T	10-14-64	Monthly telephone service/8/13 to 9/12/11	86.02
100521	10/21/201	AT&T	10-07-66	Monthly telephone service/8/13 to 9/12/11	14.66
100521	10/21/201	AT&T	10-44-66	Monthly telephone service/8/13 to 9/12/11	69.54
100521	10/21/201	AT&T	10-46-64	Monthly telephone service/8/13 to 9/12/11	15.46
100521	10/21/201	AT&T	63-56-64	Monthly telephone service/8/13 to 9/12/11	112.61
100521	10/21/201	AT&T	60-50-64	Monthly telephone service/8/13 to 9/12/11	29.17
100521	10/21/201	AT&T	10-21-64	Emergency dispatch line @ PD/8/20 to 9/19/11	135.47
100521	10/21/201	AT&T	10-21-64	T1 line @ PD 8/20/11 to 9/19/11	333.52
100523	10/21/201	BELL JAMES J.	10-21-62	Contract serv/evidence clerk/10/01 to 10/15/11/Bell	463.65
100524	10/21/201	BERTOLOTTI DISPOSAL	69-47-62	landfill fees/Sept 2011	200.00
100524	10/21/201	BERTOLOTTI DISPOSAL	10-33-62	landfill fees/Sept 2011	490.76
100525	10/21/201	BIG O TIRES-PATTERSON	10-33-65	Wheel alignment/2009 flatbed	89.95
100526	10/21/201	BLUE SHIELD OF CALIFORNIA	10-00-22	Health Ins premium/Nov 2011	11,295.00
100527	10/21/201	BUSINESS CARD	10-06-66	Application fee/National plng awards program	95.00

Check Nu	Check D	Name	Account	Description	Amount
100527	10/21/201	BUSINESS CARD	10-01-666	Lodging/LCC Conference/Katen	598.72
100527	10/21/201	BUSINESS CARD	10-01-666	Lodging/LCC Conference/Hutchins	598.72
100527	10/21/201	BUSINESS CARD	10-00-583	Polos and sweaters with logos	381.93
100527	10/21/201	BUSINESS CARD	10-22-666	Meals after fighting a fire/FD	44.09
100527	10/21/201	BUSINESS CARD	10-07-630	Keys for new City hall	11.20
100527	10/21/201	BUSINESS CARD	10-07-630	keys returned	-6.41
100527	10/21/201	BUSINESS CARD	63-56-630	Dewalt Max 4-tool combo kit	535.80
100527	10/21/201	BUSINESS CARD	10-45-673	Banner	53.69
100527	10/21/201	BUSINESS CARD	10-07-630	keys/6pc key tag set with gel pen	12.29
100527	10/21/201	BUSINESS CARD	10-21-666	Staff Lunch	14.25
100527	10/21/201	BUSINESS CARD	10-21-630	Batteries	8.73
100527	10/21/201	BUSINESS CARD	10-21-630	Lithium battery/batteries	59.22
100527	10/21/201	BUSINESS CARD	10-45-674	Clorox wipes/teen center	6.43
100527	10/21/201	BUSINESS CARD	10-45-673	Supplies for teen center snack bar	47.06
100527	10/21/201	BUSINESS CARD	10-45-673	Supplies for soccer	9.63
100527	10/21/201	BUSINESS CARD	10-45-673	Wheel for bar-be-que for soccer snack bar	17.16
100527	10/21/201	BUSINESS CARD	10-45-673	Medals for soccer	821.10
100528	10/21/201	CAL TRAFFIC SIGNS	10-33-630	2 street name signs	51.54
100529	10/21/201	CALIF BUILDING STANDARDS	10-00-262	SB1473 fees/Jul-Sept 2011	50.00
100529	10/21/201	CALIF BUILDING STANDARDS	10-00-531	SB1473 fees/Jul-Sept 2011 10% retention	5.00
100530	10/21/201	CALIFORNIA CONSULTING, LL	10-02-620	Monthly retainer fee/grant & lobbying/Oct 2011	1,011.67
100530	10/21/201	CALIFORNIA CONSULTING, LL	60-50-620	Monthly retainer fee/grant & lobbying/Oct 2011	1,011.67
100530	10/21/201	CALIFORNIA CONSULTING, LL	63-56-620	Monthly retainer fee/grant & lobbying/Oct 2011	1,011.66
100531	10/21/201	CBA (CALIFORNIA BENEFITS)	10-00-111	Pre-paid dental & vision deposit	8,500.00
100532	10/21/201	CENTRAL SANITARY SUPPLY	10-44-666		128.92
100532	10/21/201	CENTRAL SANITARY SUPPLY	10-44-666		64.45
100532	10/21/201	CENTRAL SANITARY SUPPLY	10-07-630		32.23
100532	10/21/201	CENTRAL SANITARY SUPPLY	10-21-630		32.23
100532	10/21/201	CENTRAL SANITARY SUPPLY	10-07-666		16.12
100532	10/21/201	CENTRAL SANITARY SUPPLY	10-22-630		16.11
100532	10/21/201	CENTRAL SANITARY SUPPLY	10-44-630		16.12
100532	10/21/201	CENTRAL SANITARY SUPPLY	10-46-630		16.11
100535	10/21/201	CLENDENIN BIRD & CO LLP	10-14-620	Porgress pay #2/audit of 6/30/11	2,893.34
100535	10/21/201	CLENDENIN BIRD & CO LLP	60-50-620	Porgress pay #2/audit of 6/30/11	2,893.33
100535	10/21/201	CLENDENIN BIRD & CO LLP	63-56-620	Porgress pay #2/audit of 6/30/11	2,893.33
100536	10/21/201	CONTRACT SWEEPING SERVICE	10-33-620	Contract serv/street sweeping/Sept 2011	3,297.49
100537	10/21/201	Custom Valley Harobeds	60-50-620	pasture hay haulingWWTP	929.40
100538	10/21/201	DEPART. OF CONSERVATION	10-00-260	SMOT fees/July-Sept 2011	3.53
100538	10/21/201	DEPART. OF CONSERVATION	10-00-531	SMOT fees/July-Sept 2011/5% retenetion	0.18
100539	10/21/201	E&M ELECTRIC, INC.	10-44-630	3 rolls electrical tape	17.50
100539	10/21/201	E&M ELECTRIC, INC.	10-44-666	Trouble-shoot lights @ teen center/replaced 5 lights	259.40
100539	10/21/201	E&M ELECTRIC, INC.	10-44-620	Trouble shoot lights @ Park bathrooms/Pioneer	72.50
100539	10/21/201	E&M ELECTRIC, INC.	69-47-620	Replaced lamps & photoeye on #'s 718 & 724	312.84
100539	10/21/201	E&M ELECTRIC, INC.	10-44-620	Temporary reappear on netwire @ Pioneer Park	75.89
100539	10/21/201	E&M ELECTRIC, INC.	10-44-620	Troubleshoot men's restroom light @ Pioneer park	274.53
100540	10/21/201	EARLE (NT) CHAD	10-21-666	Per diem/POST training/2 weeks/Earle	500.00
100541	10/21/201	ENERPOWER	63-56-620	Electric energy services 7/19 to 8/16/11	1,403.00
100541	10/21/201	ENERPOWER	10-14-620	Electric energy services 7/19 to 8/16/11	43.00
100541	10/21/201	ENERPOWER	69-47-620	Electric energy services 7/19 to 8/16/11	9.00
100542	10/21/201	FRANKLIN PET CEMETERY & C	10-21-620	Animal disposal clinic	29.20
100542	10/21/201	FRANKLIN PET CEMETERY & C	10-21-620	Animal disposal clinic	1.20
100543	10/21/201	GEOANALYTICAL LAB, INC.	60-50-620	BOD/TSS/Nitrates/WWTP	348.50
100543	10/21/201	GEOANALYTICAL LAB, INC.	63-56-620	Bacti/DW Wells testing	401.50
100544	10/21/201	GOLDEN BY-PRODUCTS SCRAP	17-41-620	Rental 45' trailer for tire amnesty program	1,000.00
100545	10/21/201	HOUSE STEPHANIE	10-45-673	Reimbursement for teen center snackbar/House	146.40

Check Nu	Check D	Name	Account	Description	Amount
100546	10/21/201	IKON OFFICE SOLUTIONS	10-21-620	Copier lease 9/25/11 to 10/24/11/PD	388.43
100548	10/21/201	INFOSEND, INC	60-50-620	Utility bill & late notice mailing/Sept 2011	876.18
100548	10/21/201	INFOSEND, INC	63-56-620		876.17
100547	10/21/201	IN-SYNCH SYSTEMS	10-21-620	Mobile records management system/PD- Nov 2011	1,095.23
100549	10/21/201	IRRIGATION DESIGN & CONST	10-44-630	PVC couplings/adapters/union/elbows	56.15
100549	10/21/201	IRRIGATION DESIGN & CONST	10-44-630	12 latex gloves	12.62
100549	10/21/201	IRRIGATION DESIGN & CONST	10-44-630	12 latex gloves	12.63
100549	10/21/201	IRRIGATION DESIGN & CONST	69-47-630	Slip-fix 4"	55.60
100549	10/21/201	IRRIGATION DESIGN & CONST	10-33-630	PVC molded nipples/banjo/teflon tape	6.02
100549	10/21/201	IRRIGATION DESIGN & CONST	10-33-620	Hose barbe	5.68
100549	10/21/201	IRRIGATION DESIGN & CONST	60-50-630	PVC glue/tee/valve ball	20.17
100549	10/21/201	IRRIGATION DESIGN & CONST	10-44-630	Slip fix/coupling/elbow	34.82
100550	10/21/201	JOE'S LANDSCAPING & CONCR	69-47-620	Lighting & landscape district services/Sept 2011	9,700.00
100551	10/21/201	La Quinta Inns & Suites	10-21-660	Hotel lodging/POST training/Borden-2nd week	491.00
100552	10/21/201	MALLARD EXPRESS AUTO	10-21-650	Replaced front brakes & rotors/oil & filter change/#505	461.46
100552	10/21/201	MALLARD EXPRESS AUTO	10-21-650	Radiator bypass hose replaced/hose clamps	71.02
100552	10/21/201	MALLARD EXPRESS AUTO	10-21-650	Oil & filter change/PD civic	40.60
100552	10/21/201	MALLARD EXPRESS AUTO	10-21-650	Front & back brake pads & rotors/ unit 501	776.38
100552	10/21/201	MALLARD EXPRESS AUTO	10-21-650	Flushed out radiator & added antifreeze	114.93
100552	10/21/201	MALLARD EXPRESS AUTO	10-21-650	oil & filter change car #501	53.45
100554	10/21/201	MEDINA AUTO REPAIR	63-56-650	windshield wiper/oil & filter change/fuel filter	294.89
100554	10/21/201	MEDINA AUTO REPAIR	10-33-650	oil & filter change/windshield wipers/water pump	483.53
100555	10/21/201	MID VALLEY IT, INC	10-21-620	IT CONTRACT/PD	613.74
100555	10/21/201	MID VALLEY IT, INC	10-14-620	IT CONTRACT/FIN	306.86
100555	10/21/201	MID VALLEY IT, INC	63-56-620	IT CONTRACT/WATR	306.87
100555	10/21/201	MID VALLEY IT, INC	60-50-620	IT CONTRACT/SEWR	306.87
100533	10/21/201	CITY OF NEWMAN-PETTY CASH	10-21-630	Mailing for animal control	19.95
100533	10/21/201	CITY OF NEWMAN-PETTY CASH	10-33-660	Parking	2.00
100533	10/21/201	CITY OF NEWMAN-PETTY CASH	10-02-660	Meals	18.32
100533	10/21/201	CITY OF NEWMAN-PETTY CASH	61-55-750	Mailings	5.95
100533	10/21/201	CITY OF NEWMAN-PETTY CASH	10-14-660	Ice	1.99
100533	10/21/201	CITY OF NEWMAN-PETTY CASH	10-14-630	CWS Mailing	9.58
100533	10/21/201	CITY OF NEWMAN-PETTY CASH	60-50-630	CWS Mailing	1.72
100533	10/21/201	CITY OF NEWMAN-PETTY CASH	63-56-630	CWS Mailing	1.71
100533	10/21/201	CITY OF NEWMAN-PETTY CASH	10-01-630	Water	6.44
100533	10/21/201	CITY OF NEWMAN-PETTY CASH	10-06-630	Water	6.43
100533	10/21/201	CITY OF NEWMAN-PETTY CASH	10-01-630	Frame	8.59
100533	10/21/201	CITY OF NEWMAN-PETTY CASH	63-56-650	Gas	6.00
100533	10/21/201	CITY OF NEWMAN-PETTY CASH	10-02-630	Mailing	9.96
100533	10/21/201	CITY OF NEWMAN-PETTY CASH	63-56-630	Mailing	5.95
100533	10/21/201	CITY OF NEWMAN-PETTY CASH	10-03-660	City clerks meeting dues	30.00
100533	10/21/201	CITY OF NEWMAN-PETTY CASH	10-06-660	Parking	6.00
100533	10/21/201	CITY OF NEWMAN-PETTY CASH	10-14-630	Coffee, creamer, sugar	42.56
100533	10/21/201	CITY OF NEWMAN-PETTY CASH	10-21-630	Postage/PD	88.46
100533	10/21/201	CITY OF NEWMAN-PETTY CASH	63-56-650	Car washes	14.25
100533	10/21/201	CITY OF NEWMAN-PETTY CASH	10-06-630	Postage	22.10
100533	10/21/201	CITY OF NEWMAN-PETTY CASH	10-01-660	Postage	16.30
100533	10/21/201	CITY OF NEWMAN-PETTY CASH	10-06-660	Postage	8.75
100556	10/21/201	NEWMAN SMOG AND LUBE	63-56-650	Oil and filter change	34.48
100557	10/21/201	Otis Elevator Company	10-07-620	Contract services/elevator @ 938 Fresno St/10/1/11 to12/31/11	514.97
100559	10/21/201	PAPA	60-50-660	Pesticide registration/Modesto 11/16/11/Perry	80.00
100560	10/21/201	PATTERSON AUTO CARE, INC	10-21-650	Mounted & balanced 4 tires/2007 Tahoe/oil change	627.70
100560	10/21/201	PATTERSON AUTO CARE, INC	10-21-650	Mounted & balanced 4 tires/2006 Crown Vic	533.82
100534	10/21/201	CITY OF PATTERSON	10-03-620	Video reimbursement/Sept 2011	660.00
100558	10/21/201	P G & E	63-56-651	Natural gas purchases 9/7 to 10/05/11	31.91

Check Nu	Check D	Name	Account	Description	Amount
100558	10/21/201	P G & E	60-50-651	Natural gas purchases 9/7 to 10/05/11	31.91
100558	10/21/201	P G & E	10-21-651	Natural gas purchases 9/7 to 10/05/11	31.91
100558	10/21/201	P G & E	10-33-651	Natural gas purchases 9/7 to 10/05/11	63.82
100558	10/21/201	P G & E	10-44-651	Natural gas purchases 9/7 to 10/05/11	63.81
100558	10/21/201	P G & E	10-07-641	Gas and electric/new city hall 9/8/11 to 10/6/11	331.00
100561	10/21/201	PRECISION INSPECTION, INC	10-06-620	Code enforcement services/9-16-11 to 9-30-11	160.16
100562	10/21/201	Romero Concrete Coring	68-68-660	16 concrete coring holes/downtown	720.00
100563	10/21/201	SAFE-T-LITE	10-01-660	Barricade rental & delivery for Fall Festival	536.88
100564	10/21/201	SHELL FLEET PLUS	10-33-650	Gas and diesel purchases/Sept 2011	316.81
100564	10/21/201	SHELL FLEET PLUS	10-44-650	Gas and diesel purchases/Sept 2011	164.46
100564	10/21/201	SHELL FLEET PLUS	63-56-650	Gas and diesel purchases/Sept 2011	1,059.95
100564	10/21/201	SHELL FLEET PLUS	60-50-650	Gas and diesel purchases/Sept 2011	112.62
100564	10/21/201	SHELL FLEET PLUS	10-21-650	Gas and diesel purchases/Sept 2011	3,694.14
100564	10/21/201	SHELL FLEET PLUS	10-22-650	Gas and diesel purchases/Sept 2011	419.86
100564	10/21/201	SHELL FLEET PLUS	69-47-650	Gas and diesel purchases/Sept 2011	78.26
100566	10/21/201	South Bay Regional PSTC	10-21-660	POST training registration/Earle	219.00
100565	10/21/201	Soundscapes Electric Security & Audio Video	10-07-660	3 months alarm monitoring/938 Fresno St/Oct-Dec 2011	195.00
100568	10/21/201	Stanislaus County Dept of Environmental Resou	10-45-620	Food establishment/Barrington Park snackbar	587.00
100567	10/21/201	Stanislaus County Auditor-Controller	10-33-620	Payment direct charge fee to remove abatement charges @ 700	40.00
100567	10/21/201	Stanislaus County Auditor-Controller	10-21-661	Emergency idspatch operations Jul-Sept 2011	46,962.00
100567	10/21/201	Stanislaus County Auditor-Controller	10-33-650	Replaced 2 coils & 2 injectors/CNG pickup	429.21
100567	10/21/201	Stanislaus County Auditor-Controller	10-44-650	Replaced 2 coils & 2 injectors/CNG pickup	429.21
100567	10/21/201	Stanislaus County Auditor-Controller	69-47-650	Replaced 2 coils & 2 injectors/CNG pickup	429.20
100567	10/21/201	Stanislaus County Auditor-Controller	10-21-650	Replaced filler valve/CNG car-PD	773.98
100569	10/21/201	STAPLES ADVANTAGE	10-21-630	dust destroyer	14.97
100569	10/21/201	STAPLES ADVANTAGE	10-21-630	copy paper/glue/pens/PD	113.76
100569	10/21/201	STAPLES ADVANTAGE	63-56-630	color paper/CDR spindle	157.28
100569	10/21/201	STAPLES ADVANTAGE	10-45-630	color paper/rec dept	20.90
100569	10/21/201	STAPLES ADVANTAGE	10-01-630	10X13 clasp envelopes	14.08
100569	10/21/201	STAPLES ADVANTAGE	10-06-630	10X13 clasp envelopes	4.70
100569	10/21/201	STAPLES ADVANTAGE	10-14-630	tape/highlighters/cover stock/color paper	15.90
100569	10/21/201	STAPLES ADVANTAGE	60-50-630	tape/highlighters/cover stock/color paper	15.90
100569	10/21/201	STAPLES ADVANTAGE	63-56-630	tape/highlighters/cover stock/color paper	15.91
100569	10/21/201	STAPLES ADVANTAGE	63-56-630	Memorex 50PK CDR spindle	13.95
100569	10/21/201	STAPLES ADVANTAGE	10-21-630	Tape	6.49
100569	10/21/201	STAPLES ADVANTAGE	10-45-630	color paper	20.91
100569	10/21/201	STAPLES ADVANTAGE	10-14-630	Storage boxes/paper clips/dab n seal	11.90
100569	10/21/201	STAPLES ADVANTAGE	60-50-630	Storage boxes/paper clips/dab n seal	11.90
100569	10/21/201	STAPLES ADVANTAGE	63-56-630	Storage boxes/paper clips/dab n seal	11.89
100570	10/21/201	T&R ENTERPRISES	10-33-630	Made a bike rack	107.38
100571	10/21/201	TOBIN JESSICA	10-21-630	Reimburse for wire kennel/Tobin	90.01
100571	10/21/201	TOBIN JESSICA	10-21-630	Reimburse for dog food/animal control/Tobin	81.56
100572	10/21/201	TOSTA BARBARA J.	10-45-670	Young at Heart instructor/Sept 2011	165.00
100573	10/21/201	UNIVAR USA, INC	63-56-630	Sodium hypochlorite delivered to Wells #6 & 8	832.33
100574	10/21/201	VILLALOBOS (NT MIGUEL)	10-21-660	Per Diem/Villalobos trng	40.00
100575	10/21/201	VULCAN MATERIALS COMPANY	24-32-770	4.25 cubic yards concrete delivered	531.37
100553	10/21/201	MATTOS NEWSPAPERS, INC.	20-06-660	Legal publication CAPER FY 2010-2011	75.00
100553	10/21/201	MATTOS NEWSPAPERS, INC.	20-06-660	Legal Publication/no significant impact/release of funds	180.00
100553	10/21/201	MATTOS NEWSPAPERS, INC.	10-01-660	OLM Fiesta special edition ad	25.00
100553	10/21/201	MATTOS NEWSPAPERS, INC.	10-33-630	UPS services/returned merchandise to vendor	23.96
100553	10/21/201	MATTOS NEWSPAPERS, INC.	63-56-630	UPS services/returned merchandise to vendor	9.72
100553	10/21/201	MATTOS NEWSPAPERS, INC.	20-06-660	Notice of Public hearing/Tulare St reconstruction	97.50
100553	10/21/201	MATTOS NEWSPAPERS, INC.	10-21-660	Public Notice/SLESF funds	60.00
100553	10/21/201	MATTOS NEWSPAPERS, INC.	10-07-630	Notice to Bid/Yancey Bldg	240.00
100576	10/21/201	WEST SIDE PUBLIC SCALE	60-50-620	Weight tags for hay sales/WWTP	27.00

Check Nu	Check D	Name	Account	Description	Amount
100577	10/21/201	YANCEY LUMBER COMPANY	10-44-630	tape/concrete/paint/pik stick/keys/batteries	185.35
100577	10/21/201	YANCEY LUMBER COMPANY	69-47-630	entry leverset/trowel/hole saw/deadbolts/key/light	452.36
100577	10/21/201	YANCEY LUMBER COMPANY	63-56-630	face shield/poly tube/tie cables/recpticle blade/sealant	178.38
100577	10/21/201	YANCEY LUMBER COMPANY	10-45-670	RVguard/field marking paint/rule tape	249.30
100577	10/21/201	YANCEY LUMBER COMPANY	10-33-630	wood chisel/sock strainer/tool box/paint strainer	59.03
100577	10/21/201	YANCEY LUMBER COMPANY	10-07-630	breaker kit/toilet spud/pop-up sprinkler/caulk tool	84.89
100577	10/21/201	YANCEY LUMBER COMPANY	62-60-620	glass cleaner	0.97
100577	10/21/201	YANCEY LUMBER COMPANY	60-50-630	economy boot/shoveldynaflex	34.97
100577	10/21/201	YANCEY LUMBER COMPANY	24-32-770	lumber	70.79
100577	10/21/201	YANCEY LUMBER COMPANY	10-21-630	lumber	3.86
100577	10/21/201	YANCEY LUMBER COMPANY	10-21-630	2 bags dog food	100.92
100577	10/21/201	YANCEY LUMBER COMPANY	10-46-630	single-sided key	8.65
100577	10/21/201	YANCEY LUMBER COMPANY	10-45-630	interior paint/roller & pan	15.30
100577	10/21/201	YANCEY LUMBER COMPANY	10-44-660	phillips power bit/wall anchor/pan screws	13.22
100577	10/21/201	YANCEY LUMBER COMPANY	10-33-650	Tail lamp for flatbed truck	1.44

---



---

131,196.26

---



---

# Accounts Payable

## AP Check Register for Council



City of Newnan  
1162 MAIN ST  
PO BOX 787  
NEWMAN, CA 95360

User: efaria

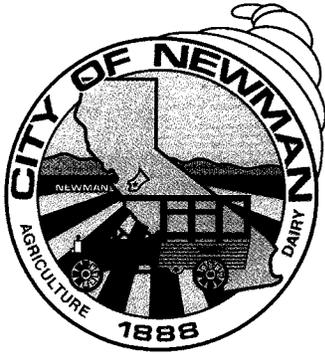
Printed: 11/04/2011 - 10:38 AM

Check Num	Check D	Name	Account	Description	Amount
100590	11/4/2011	AECOM USA, INC	61-55-7520	M Street alley sewerline replacement /8/27 to 9/30/11	642.60
100591	11/4/2011	AGLINK, INC	17-44-7520	22 SACKS RUBBER BARK	14,657.00
100591	11/4/2011	AGLINK, INC	17-44-7520	22 SACKS RUBBER BARK	14,657.00
100592	11/4/2011	AMERICAN MOBILE SHREDDING	10-21-6200	2 BIN SHREDDING SERVICE/PD	50.00
100593	11/4/2011	Arroyo Erica	10-45-6730	Soccer start-up and referee/Arroyo	195.00
100595	11/4/2011	AT&T MOBILITY	10-21-6420	Wireless access/PD/9/3/11 to 10/2/11	407.14
100594	11/4/2011	AT&T	10-21-6420	Emergency dispatch line @PD 9/20 to 10/19/11	270.94
100594	11/4/2011	AT&T	10-21-6420	T1 line @ PD/5/20/11-6/19/11 and 9/20 to 10/19/11	667.04
100594	11/4/2011	AT&T	10-14-6420	Monthly service for 862-1322 9/13 to 10/12/11	77.23
100594	11/4/2011	AT&T	10-21-6420	Monthly telephone service 9/13 to 10/12/11	150.51
100594	11/4/2011	AT&T	10-14-6420	Monthly telephone service 9/13 to 10/12/11	80.44
100594	11/4/2011	AT&T	10-07-6660	Monthly telephone service 9/13 to 10/12/11	14.83
100594	11/4/2011	AT&T	10-44-6670	Monthly telephone service 9/13 to 10/12/11	69.45
100594	11/4/2011	AT&T	10-46-6420	Monthly telephone service 9/13 to 10/12/11	15.81
100594	11/4/2011	AT&T	63-56-6420	Monthly telephone service 9/13 to 10/12/11	112.93
100594	11/4/2011	AT&T	60-50-6420	Monthly telephone service 9/13 to 10/12/11	28.99
100596	11/4/2011	AVID TRAFFIC SUPPLIES	10-33-6300	25 gals yellow paint/street painting	587.07
100598	11/4/2011	BAY PARK HOTEL	10-21-6690	Lodging/2nd week training/Earle	467.00
100599	11/4/2011	BELL JAMES J.	10-21-6200	Contract service 10/15/11 to 10/31/11/Bell	533.90
100600	11/4/2011	BERTOLOTTI DISPOSAL	10-41-6200	Monthly garbage service/Oct 2011	53,235.46
100597	11/4/2011	B G AUTO	10-33-6530	75 month truck battery	128.80
100597	11/4/2011	B G AUTO	10-33-6530	Credit on core deposit	-6.44
100601	11/4/2011	BJ'S CONSUMER'S CHOICE IN	10-07-6200		50.63
100601	11/4/2011	BJ'S CONSUMER'S CHOICE IN	10-22-6200		60.62
100601	11/4/2011	BJ'S CONSUMER'S CHOICE IN	10-44-6670		50.62
100601	11/4/2011	BJ'S CONSUMER'S CHOICE IN	10-44-6660		50.62
100601	11/4/2011	BJ'S CONSUMER'S CHOICE IN	63-56-6200		55.62
100601	11/4/2011	BJ'S CONSUMER'S CHOICE IN	10-21-6200		60.63
100601	11/4/2011	BJ'S CONSUMER'S CHOICE IN	73-70-6670		50.63
100601	11/4/2011	BJ'S CONSUMER'S CHOICE IN	10-07-6660		60.63
100602	11/4/2011	BLH Construction Co	10-00-2840	Refund hydrant permit deposit/BLH Construction	300.00
100603	11/4/2011	CAL TRAFFIC SIGNS	10-33-6300	3 street name signs	77.31
100606	11/4/2011	CALIFORNIA SOCIETY OF	10-14-6630	Annual CSMFO dues/2012/Humphries	110.00
100604	11/4/2011	CALIF DEPT OF PUBLIC HEAL	63-56-6630	Grade 2 water distribution certificate/Cantu	60.00
100605	11/4/2011	CALIFORNIA CONSULTING, LL	10-02-6200	Grant writing/Lobbying	1,011.67
100605	11/4/2011	CALIFORNIA CONSULTING, LL	60-50-6200	Grant writing/Lobbying	1,011.66
100605	11/4/2011	CALIFORNIA CONSULTING, LL	63-56-6200	Grant writing/Lobbying	1,011.67
100607	11/4/2011	CARTER JEFF	68-68-7720		100.00
100608	11/4/2011	Central Calif Irrigation District	63-56-6200	PMA17A Built & installed safety grate	492.37
100609	11/4/2011	CENTRAL SANITARY SUPPLY	10-44-6660		207.84
100609	11/4/2011	CENTRAL SANITARY SUPPLY	10-44-6670		103.91
100609	11/4/2011	CENTRAL SANITARY SUPPLY	10-07-6300		51.96
100609	11/4/2011	CENTRAL SANITARY SUPPLY	10-21-6300		51.96
100609	11/4/2011	CENTRAL SANITARY SUPPLY	10-07-6660		25.98
100609	11/4/2011	CENTRAL SANITARY SUPPLY	10-22-6300		25.98

Check Nun	Check D	Name	Account	Description	Amount
100609	11/4/2011	CENTRAL SANITARY SUPPLY	10-44-6300		25.98
100609	11/4/2011	CENTRAL SANITARY SUPPLY	10-46-6300		25.98
100610	11/4/2011	COELHO CARL J. (CHUCK)	10-22-6500		50.00
100611	11/4/2011	COMCAST CABLE	60-50-6200	High speed internet/sewer	31.63
100611	11/4/2011	COMCAST CABLE	63-56-6200	High speed internet/water	31.64
100611	11/4/2011	COMCAST CABLE	10-21-6200	High speed internet/PD	31.63
100612	11/4/2011	CSJVRMA	10-15-6630	Business travel accident premium/7/1/11 to 6/30/12	362.00
100612	11/4/2011	CSJVRMA	60-50-6630	Business travel accident premium/7/1/11 to 6/30/12	362.00
100612	11/4/2011	CSJVRMA	63-56-6630	Business travel accident premium/7/1/11 to 6/30/12	362.00
100614	11/4/2011	Dave's Drain Cleaning & Plumbing	10-07-6200	Drain cleaning services/Police dept	150.00
100615	11/4/2011	ECONOMIC TIRE SHOP	10-33-6530	Patched 2 inside tires on street sweeper	73.41
100615	11/4/2011	ECONOMIC TIRE SHOP	10-21-6530	1 tire patched/PD	15.00
100617	11/4/2011	ENERGY SYSTEMS	63-56-6220	cooling water hose/well #8	451.80
100617	11/4/2011	ENERGY SYSTEMS	63-56-6220	Credit on defective part	-147.92
100618	11/4/2011	ENVIRO SIGNS, LTD	17-41-6300	Enviropoly HDPE routed sign/2 Enviropost	1,343.56
100619	11/4/2011	Fernandez David	10-00-2840	Refund Memorial bldg deposit/Fernandez	200.00
100620	11/4/2011	Fernandez Fernando	10-45-6730	Soccer referee and clean-up/Fernandez	170.00
100621	11/4/2011	FIRST BAPTIST CHURCH	10-00-2840	Refund fireworks booth deposit	25.00
100623	11/4/2011	GARTON TRACTOR	60-50-6530	Parts for sewer machine	7.90
100623	11/4/2011	GARTON TRACTOR	10-44-6530	Repaired left side mower deck lift arm/battery/blade	1,111.10
100622	11/4/2011	GARCIA HECTOR	10-45-6730	Soccer referee and clean-up/Garcia	290.00
100624	11/4/2011	George Reed, Inc.	18-32-7510	Payment #1 on Main Street intersection project	82,405.89
100625	11/4/2011	GEORGE W. LOWRY, INC	60-50-6500	400 gallons unleaded gas/WWTP	1,499.18
100627	11/4/2011	Grand Lodge of California	40-07-7410	City Hall payment/Nov 2011	499.86
100627	11/4/2011	Grand Lodge of California	60-50-7410		499.86
100627	11/4/2011	Grand Lodge of California	63-56-7410		499.86
100627	11/4/2011	Grand Lodge of California	40-07-8120		1,138.37
100627	11/4/2011	Grand Lodge of California	60-50-8120		1,138.37
100627	11/4/2011	Grand Lodge of California	63-56-8120		1,138.38
100626	11/4/2011	GRAINGER	60-50-6220	grease fitting	62.76
100628	11/4/2011	HALLINAN TOM	10-15-6200		525.00
100628	11/4/2011	HALLINAN TOM	60-50-6200		525.00
100628	11/4/2011	HALLINAN TOM	63-56-6200		525.00
100629	11/4/2011	Harami Justin	10-45-6730	Soccer referee and clean-up/Harami	80.00
100630	11/4/2011	HEWLETT-PACKARD FINANCIAL	10-21-6200	Hardware lease 11/18 to 12/17/11/PD	585.77
100631	11/4/2011	HUB INTERNATIONAL OF CA I	10-00-2840	Liability Ins/Lemo/Hernandez/Fernandez/Oct 2011	378.06
100632	11/4/2011	IKON OFFICE SOLUTIONS	10-14-6200	Copier lease 10/10 to 10/09/11/City hall	106.30
100632	11/4/2011	IKON OFFICE SOLUTIONS	60-50-6200	Copier lease 10/10 to 10/09/11/City hall	106.30
100632	11/4/2011	IKON OFFICE SOLUTIONS	63-56-6200	Copier lease 10/10 to 10/09/11/City hall	106.30
100633	11/4/2011	IN-SYNCH SYSTEMS	10-21-6200	Mobile records management system 11/1 to 11/30/11/PD	1,095.23
100634	11/4/2011	JOE'S LANDSCAPING & CONCR	10-33-6300	PVC spiral barb coupler	2.10
100634	11/4/2011	JOE'S LANDSCAPING & CONCR	10-21-6270	Clean-up @ 1002 Blue Bonnet Dr	239.88
100634	11/4/2011	JOE'S LANDSCAPING & CONCR	10-21-6270	Clean-up @ 228 Northampton Court	59.97
100635	11/4/2011	KAISER PERMANENTE	10-00-2260	Health insurance premium/Dec 2011	1,974.00
100636	11/4/2011	Kay Park Rec Corp	17-41-6300	Recycled plastic benches/litter receptacle/Dog park	2,799.50
100638	11/4/2011	Laser Precision Land Leveling, Inc	60-50-6200	Lasering moving dirt and level field/WWTP	6,904.80
100639	11/4/2011	Lincoln Equipment, Inc	63-56-6220	Chlorine Meter repair kits	864.27
100640	11/4/2011	MAGANA MICHAEL	10-45-6730	Soccer referee and clean-up & set-up/Magana	330.00
100643	11/4/2011	McELVANY, INC	10-00-2840	Refund hydrant deposit/McElvany	300.00
100644	11/4/2011	MENDOZA NELSON	10-45-6730	Soccer referee/set-up/take-down/Mendoza	330.00
100645	11/4/2011	MOORE KAHUA	10-45-6730	Soccer referee/set-up & take-down/Moore	300.00
100649	11/4/2011	NEWMAN SMOG AND LUBE	10-22-6530	Smog check/1979 Fire truck	37.95
100649	11/4/2011	NEWMAN SMOG AND LUBE	10-22-6530	Smog check/202 Chevy truck/FD	37.95
100649	11/4/2011	NEWMAN SMOG AND LUBE	10-44-6530	Lube, oli and filter change/1994 Ford ranger	34.48
100647	11/4/2011	NEWMAN ACE HARDWARE/JACT,	63-56-6300	blade receptacle/coupling/elbow/CFL bulbs/	33.19

Check Nun	Check D	Name	Account	Description	Amount
100647	11/4/2011	NEWMAN ACE HARDWARE/JACT,	69-47-6300	grafitti remvr/keys/cm handbox/caution tape/tray liner	52.12
100647	11/4/2011	NEWMAN ACE HARDWARE/JACT,	10-33-6300	stihl lube/outlet box/toolbox/axe handle/pliers/knee pad	264.82
100647	11/4/2011	NEWMAN ACE HARDWARE/JACT,	62-60-6220	energizer batteries	4.82
100647	11/4/2011	NEWMAN ACE HARDWARE/JACT,	10-44-6670	lavatory faucet/teen center	59.05
100647	11/4/2011	NEWMAN ACE HARDWARE/JACT,	10-07-6300	broom/misc fastners/sprylacqr/pik stik/	51.00
100647	11/4/2011	NEWMAN ACE HARDWARE/JACT,	10-44-6300	roller cover/edger blade	11.25
100647	11/4/2011	NEWMAN ACE HARDWARE/JACT,	60-50-7500	PVC coupler/pvc elbows	3.37
100647	11/4/2011	NEWMAN ACE HARDWARE/JACT,	63-56-7500	PVC coupler/pvc elbows	3.36
100647	11/4/2011	NEWMAN ACE HARDWARE/JACT,	10-21-6300	mounting tape	5.89
100647	11/4/2011	NEWMAN ACE HARDWARE/JACT,	10-21-6300	Trash bags	16.10
100647	11/4/2011	NEWMAN ACE HARDWARE/JACT,	10-22-6300	filter cartridge/CFL plugin-9w/QTZ bulbs/FD	45.58
100648	11/4/2011	NEWMAN POLICE DEPT EXPLOR	10-00-2840	Refund fireworks booth deposit/Explorers	25.00
100650	11/4/2011	NORMAC, INC.	69-47-6300	12 Rainbird pop-up sprinklers/7 rotors	113.49
100651	11/4/2011	OCHOA CARLOS	10-45-6730	soccer referee/clean-up and take-down	300.00
100652	11/4/2011	OCHOA MARIANA	10-45-6730	soccer referee/set-up & take-down	280.00
100653	11/4/2011	OHS BAND BOOSTERS	10-00-2840	Refund fireworks booth deposit	25.00
100654	11/4/2011	OPERATING ENGINEERS/	10-00-2260	Health Ins premium/Dec 2011	2,599.00
100655	11/4/2011	PIONEER DRUG	10-33-6300	2 binders	12.43
100656	11/4/2011	R-SAFE SPECIALTY	63-56-6300	High visable lime green rain suits/PW	145.97
100656	11/4/2011	R-SAFE SPECIALTY	60-50-6300	High visable lime green rain suits/PW	85.15
100656	11/4/2011	R-SAFE SPECIALTY	10-33-6300	High visable lime green rain suits/PW	52.72
100656	11/4/2011	R-SAFE SPECIALTY	10-44-6300	High visable lime green rain suits/PW	101.36
100656	11/4/2011	R-SAFE SPECIALTY	69-47-6300	High visable lime green rain suits/PW	52.87
100657	11/4/2011	Ramos Austin	10-45-6730	Soccer referee/clean-up and take-down	90.00
100658	11/4/2011	RANDHAWA MEDICAL GRP, IN	10-21-6230	Pre-employment physical/Richard Watts/PD	370.00
100659	11/4/2011	RANGEL FENCE COMPANY	63-56-7500	Electric gate for Corp Yard	4,250.00
100659	11/4/2011	RANGEL FENCE COMPANY	60-50-7500	Electric gate for Corp Yard	4,250.00
100660	11/4/2011	Reed David	68-68-6620	Reimbursement 21 flag poles/primer & paint	243.50
100661	11/4/2011	RENTERIA LYDIA	10-00-2840	Refund Memorial Bldg deposit/Apostolic church	75.00
100662	11/4/2011	SAFE-T-LITE	63-56-6300	2 elite black safety glasses	7.83
100662	11/4/2011	SAFE-T-LITE	10-44-6300	2 elite black safety glasses	7.83
100662	11/4/2011	SAFE-T-LITE	63-56-6300	Blue & white marking paint	92.54
100662	11/4/2011	SAFE-T-LITE	10-44-6300	Max foam ear plugs	20.40
100662	11/4/2011	SAFE-T-LITE	10-33-6300	Max foam ear plugs	20.40
100662	11/4/2011	SAFE-T-LITE	10-33-6300	6 volt battery/safety flares/safety glasses	191.58
100664	11/4/2011	Sanchez Adrian	10-45-6730	Soccer referee/set-up and take-down/Sanchez	300.00
100663	11/4/2011	SAN JOAQUIN VALLEY AIR	60-50-6670	Generator permit/WWTP 11/12 annual permit	34.00
100665	11/4/2011	SIERRA DISPLAY, INC.	68-68-6620	1000 steady burning lamps/downtown	289.92
100613	11/4/2011	Dave Silveira Construction	10-45-6200	Repair to panic hardware on door @ teen center	70.00
100668	11/4/2011	STATE OF CALIFORNIA	10-14-6200	Fingerprint app/Mendonca	32.00
100668	11/4/2011	STATE OF CALIFORNIA	10-44-6200	Fingerprint app/Eseroma	32.00
100668	11/4/2011	STATE OF CALIFORNIA	69-47-6200	Fingerprint app/Silva	16.00
100668	11/4/2011	STATE OF CALIFORNIA	60-50-6200	Fingerprint app/Silva	16.00
100668	11/4/2011	STATE OF CALIFORNIA	10-03-6200	Fingerprint app/Chapin	32.00
100668	11/4/2011	STATE OF CALIFORNIA	10-00-2010	Fingerprint apps/child abuse index/FBI checks	232.00
100667	11/4/2011	Stanislaus County Auditor-Controller	10-44-6510	Natural gas pumped @ Morgan Rd station	6.70
100667	11/4/2011	Stanislaus County Auditor-Controller	60-50-6510	Natural gas pumped @ Morgan Rd station	5.64
100667	11/4/2011	Stanislaus County Auditor-Controller	69-47-6530	Replaced injector pump/CNG pick-up	201.02
100667	11/4/2011	Stanislaus County Auditor-Controller	10-44-6530	Replaced injector pump/CNG pick-up	201.01
100667	11/4/2011	Stanislaus County Auditor-Controller	10-33-6530	Replaced injector pump/CNG pick-up	201.01
100666	11/4/2011	STAN COUNTY SHERIFF'S REG	10-21-6690	POST training registration (STOP) villalobos	838.00
100669	11/4/2011	SUN VALLEY PORTABLES	10-44-6200	portable restroom rental/service	155.73
100670	11/4/2011	T.H.E. OFFICE CITY	63-56-6300	Hi capacity staples/water dept	5.57
100670	11/4/2011	T.H.E. OFFICE CITY	63-56-6300	Calculator ribbon	6.12
100670	11/4/2011	T.H.E. OFFICE CITY	60-50-6300	Calculator ribbon	6.12

Check Num	Check D	Name	Account	Description	Amount
100670	11/4/2011	T.H.E. OFFICE CITY	10-14-6300	Calculator ribbon	6.12
100670	11/4/2011	T.H.E. OFFICE CITY	10-14-6300	Ibuprofen for first aid kit/city hall	4.29
100670	11/4/2011	T.H.E. OFFICE CITY	60-50-6300	Ibuprofen for first aid kit/city hall	4.29
100670	11/4/2011	T.H.E. OFFICE CITY	63-56-6300	Ibuprofen for first aid kit/city hall	4.28
100670	11/4/2011	T.H.E. OFFICE CITY	10-03-6300	legal minutes book and pages/city clerk	320.51
100670	11/4/2011	T.H.E. OFFICE CITY	10-14-6300	gel wrist pad	5.72
100670	11/4/2011	T.H.E. OFFICE CITY	60-50-6300	gel wrist pad	5.72
100670	11/4/2011	T.H.E. OFFICE CITY	63-56-6300	gel wrist pad	5.73
100616	11/4/2011	ELESHIO TONY	10-33-6300	Repairs to DeWalt hammer drill	70.00
100616	11/4/2011	ELESHIO TONY	10-44-6300	Repairs to Stihl chainsaw	50.00
100637	11/4/2011	KEON MALLORY	63-00-2010	Refund Check	30.89
100641	11/4/2011	MALDONADO MARTHA	63-00-2010	Refund Check	20.12
100646	11/4/2011	MUNOZ ABELINA	63-00-2010	Refund Check	12.45
100671	11/4/2011	USA BLUEBOOK	60-50-6300	Solberg element filter paper/markings paint	279.78
100672	11/4/2011	VALLEY PARTS SERVICE	63-56-6300	absorbent/well #8	26.20
100672	11/4/2011	VALLEY PARTS SERVICE	63-56-6220	antifreeze/generator @ well #8	53.64
100672	11/4/2011	VALLEY PARTS SERVICE	60-50-6530	Battery with core deposit and credit/dump truck	104.15
100672	11/4/2011	VALLEY PARTS SERVICE	10-33-6530	power steering fluid	3.39
100672	11/4/2011	VALLEY PARTS SERVICE	10-44-6530	fuse	2.49
100672	11/4/2011	VALLEY PARTS SERVICE	63-56-6530	wiper blade	20.27
100672	11/4/2011	VALLEY PARTS SERVICE	60-50-6530	12 quarts oil/fuel line hose/air filters	85.16
100672	11/4/2011	VALLEY PARTS SERVICE	60-50-6530	Wiper blades	15.74
100673	11/4/2011	VARGAS GEORGE	10-22-6500		50.00
100642	11/4/2011	MATTOS NEWSPAPERS, INC.	10-14-6630	Annual newspaper subscription renewal/city hall	27.50
100674	11/4/2011	WESTSIDE NINERS INC.	10-00-2840	Refund firework booth deposit	25.00
100675	11/4/2011	Womack Striping, Inc	10-33-6200	To paint yellow stripping on Hoyer Rd/Hi	2,800.00
					224,904.81



**City of Newman  
City Manager's Office  
Memorandum**

**Date:** November 2, 2011  
**To:** Mayor Katen and City Council  
**From:** Michael E. Holland, City Manager *MEH*

**Subject:** Consider supporting the extension of the Stanislaus County Library 1/8 cent sales tax.

Vanessa Czopek, County Librarian, will be present to request that the City formally support the upcoming library sales tax election. The 1/8 cent sales tax was initially passed in March of 1996 and is solely dedicated to fund Stanislaus County library services. You may remember that prior to passage of the initial 1/8 cent sales tax measure in 1996, County library services were severely curtailed. Attached, please find a copy of the letter from Ms. Czopek's office requesting your support as well as a copy of the proposed resolution supporting the extension of the 1/8 cent sales tax.



**STANISLAUS COUNTY LIBRARY**

**Vanessa Czopek**  
County Librarian

1500 I Street, Modesto, CA 95354  
209-558-7801; FAX: 209-529-4779  
[www.stanislauslibrary.org](http://www.stanislauslibrary.org)

August 8, 2011

Mike Maier, Deputy City Clerk  
City of Newman  
P.O. Box 787  
Newman, CA 95360

Dear Mr. Maier:

Please include Vanessa Czopek, County Librarian, on the October 25, 2011 City Council agenda. She will present the County Library Annual Report for FY 2010/11. Your local library branch manager and Friends of the Library president will attend the meeting as well.

Vanessa is asking that council members formally endorse the upcoming library sales tax election when she speaks. Attached is a sample resolution.

Please contact me at 558-7801 if there are questions or concerns. Please fax a copy of the agenda to 529-4779. Thank you.

Sincerely,

Patti Boardrow  
Stanislaus County Library  
[boardrp@stancounty.com](mailto:boardrp@stancounty.com)

Attachment

cc: Wayne Philbrook – Newman Branch Manager  
Crescencia Maurer – Friends of the Library President

**RESOLUTION NO. 2011-**

**A RESOLUTION SUPPORTING THE EXTENSION OF THE  
STANISLAUS COUNTY LIBRARY 1/8 CENT SALES TAX**

WHEREAS, the Stanislaus County Library is seeking continued funding through an extension of a 1/8 cent sales tax; and

WHEREAS an election will be held on June 5, 2012, whereupon the voters will be asked to extend the 1/8 cent sales tax to assist in funding of the Stanislaus County Library; and

WHEREAS, the Stanislaus County Library is requesting cities in Stanislaus County to support the extension of the 1/8 cent sales tax which supports the Stanislaus County Library by adoption of this resolution, and a certified copy of this resolution shall be delivered to the Stanislaus County Library;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newman hereby endorses the June 2012 election in support of the extension of the 1/8 cent sales tax which funds the Stanislaus County Library.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 25th day of October, 2011 by Council Member \_\_\_\_\_, who moved its adoption, which motion was duly seconded and was adopted upon roll call vote.

AYES:  
NOES:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

Honorable Mayor and Members  
of the Newman City Council

**ADOPT RESOLUTION NO. 2011- AUTHORIZING THE CITY MANAGER AND THE DIRECTOR OF PUBLIC WORKS TO EXECUTE AGENCY-STATE MASTER AGREEMENT AND PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS FOR THE CONSTRUCTION OF A COMPRESSED NATURAL GAS FAST FILL FUELING FACILITY PROJECT**

**RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 2011- , authorizing the City Manager and the Director of Public Works to execute Agency-State Master Agreement and Program Supplement Agreement with Caltrans for the construction of a Compressed Natural Gas (CNG) Fast Fill Fueling Facility Project.

**BACKGROUND:**

The City of Newman's fleet of CNG vehicles consists of three sedans, three pick up trucks, one flat bed truck, and one aerial lift truck. The fueling facility for the fleet is a slow fill CNG fueling facility that is approximately six years old and is the only fueling facility located on the west side of the county. Due to the long time to fuel the vehicles (4-6 hours) and the number of CNG vehicles utilizing this facility it has become necessary to schedule vehicles for fueling. This has caused some vehicles to be out of service for a short period of time until the facility is available. In addition, recently the fueling facility was out of service for approximately three months for repairs. During that time the CNG vehicles were utilizing the CNG fueling facility at the Stanislaus County Corporation Yard located in Ceres.

**ANALYSIS:**

Staff researched CNG fueling options and determined that a CNG fast fill facility would be the best option for the fleet and for future CNG vehicles. Currently, the City of Newman is eligible to receive Congestion Mitigation and Air Quality Improvement (CMAQ) funding for a CNG Fast Fill Fueling Facility Project from Caltrans for Fiscal Year 2011/12. This project meets the eligibility requirements for potential funding and is eligible for \$400,000.00 in funding with the City eligible to utilize toll credits in lieu of matching funding.

As part of the approval process for funding, Caltrans requires approval from City Council to authorize the City Manager and the Director of Public Works to sign documents, right-of-way certifications, assurances, master agreements and other statements for funding. Authorizing the City Manager and the Director of Public Works to sign these documents will help to ensure projects meet the required time line for funding.

**FISCAL IMPACT:**

None

**CONCLUSION:**

The City of Newman receives funding through Caltrans for various projects throughout the City. As part of the approval process, Caltrans requires authorization from City Council for the City Manager and the Director of Public Works to sign specific documents related to the projects in order to secure the funding. Therefore, staff is recommending City Council adopt Resolution No. 2011- , authorizing the City Manager and the Director of Public Works to execute Agency-State Master Agreement and Program Supplement Agreement with Caltrans for the construction of a Compressed Natural Gas (CNG) Fast Fill Fueling Facility Project.

**ATTACHMENTS:**

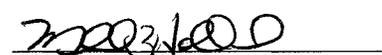
1. Resolution No. 2011-

Respectfully submitted,



Garner R. Reynolds  
Director of Public Works

**REVIEWED/CONCUR:**



Michael E. Holland  
City Manager

**RESOLUTION NO. 2011-**

**A RESOLUTION AUTHORIZING THE CITY MANAGER AND THE DIRECTOR OF PUBLIC WORKS TO EXECUTE ANY AGREEMENTS, ALL MASTER AGREEMENTS, PROGRAM SUPPLEMENTAL AGREEMENTS, FUND EXCHANGE AGREEMENTS, FUND TRANSFER AGREEMENTS AND ANY AMENDMENTS THERETO WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF A CNG FAST FILL FUELING FACILITY CMAQ PROJECT FOR FISCAL YEAR 2011/12**

WHEREAS, the City of Newman desires to submit an application for funding in the amount of \$400,000 under the Congestion Mitigation and Air Quality Improvement Program (CMAQ) for the construction of a Compressed Natural Gas Fast Fill Fueling Facility; and

WHEREAS, the City of Newman hereby approves the use of Toll Credits in lieu of local match funds; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman does hereby authorize the City Manager and the Director of Public Works to execute all agreements and any amendments thereto with the California Department of Transportation therewith for and on behalf of the City of Newman.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 8<sup>th</sup> day of November, 2011 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

**AUTHORIZATION OF THE REPAIR OF THE NEWMAN FIRE DEPARTMENT ROOF**

**RECOMMENDATION:**

It is recommended that the Newman City Council approve Resolution No. 2011- authorizing the repair of the roof of the Newman Fire Department/West Stanislaus County Fire Protection District Station along with a budget adjustment.

**BACKGROUND:**

Over the last 22 years the roof of the fire station has deteriorated. Since 1989, when it was built, the roof has only been patched as needed. During the last rainfall a substantial amount of water entered the bays and the multipurpose area soaking carpets and equipment. A complete repair of the roof is essential to keeping all of our vehicles, apparatus, and equipment ready to be put to work at a moments notice.

**ANALYSIS:**

The West Stanislaus County Fire Protection District has accepted and reviewed bids from several roof repair companies. After reviewing these bids both the City of Newman and the West Stanislaus County Fire Protection District agree that the proposal from Dinyari is the preferred bid. Their price, their proposal of how the repair should be done, and their warranty of 15 years, is preferable. The total cost of the project will be \$38,852; being split equally between the City and the West Stanislaus County Fire Protection District.

**FISCAL IMPACT:**

The cost is to be shared equally between the City of Newman and the West Stanislaus County Fire Protection District. The West Stanislaus County Fire Protection District will be taking the lead and the City will be reimbursing them half of the cost. Staff recommends a budget adjustment of \$20,000 to 71-22-7505 Capital Repair and Replacement. This fund is healthy and is able to provide the funding for repairs.

**CONCLUSION:**

Staff recommends the City Council approve Resolution No. 2011- authorizing the repair of the Fire Station roof and budget adjustment

**ATTACHMENTS:**

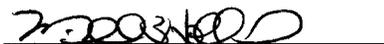
1. Resolution No. 2011-
2. Proposal from Dinyari

Respectfully submitted:



Lewis Humphries  
Finance Director

**REVIEWED/CONCUR:**



Michael Holland  
City Manager

**RESOLUTION NO. 2011-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN AUTHORIZING  
THE REPAIR OF THE NEWMAN FIRE/WEST STANISLAUS COUNTY FIRE PROTECTION  
DISTRICT STATION ROOF**

WHEREAS, The City of Newman has a vested interest in the safety of it's community and desires to have a fire station ready to provide fire suppression and rescue support at a moments notice,

WHEREAS, The City of Newman houses its equipment, vehicles, and apparatus at the Fire Station located at 1162 N. Street,

WHEREAS, The roof of the fire station is in disrepair and leaks substantially,

WHEREAS, The most recent rainfall caused a significant amount of water to enter both the bays and the multipurpose areas of the building,

WHEREAS, The cost of the repair will be shared equally between the City of Newman and West Stanislaus County Fire Protection District,

WHEREAS, The West Stanislaus County Fire Protection District has received several bids and has found Dinyari to have the preferred proposal to perform the repair work which includes a 15 year warranty,

NOW, THEREFORE, BE IT RESOLVED that the City of Newman authorizes the repair of the roof of the City of Newman/West Stanislaus County Fire Protection District fire station and authorizes a budget adjustment in the amount of \$20,000.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 8th day of November, 2011 by Council Member \_\_\_\_\_, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

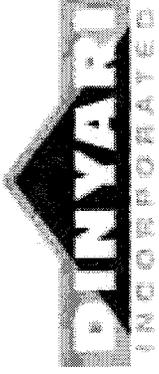
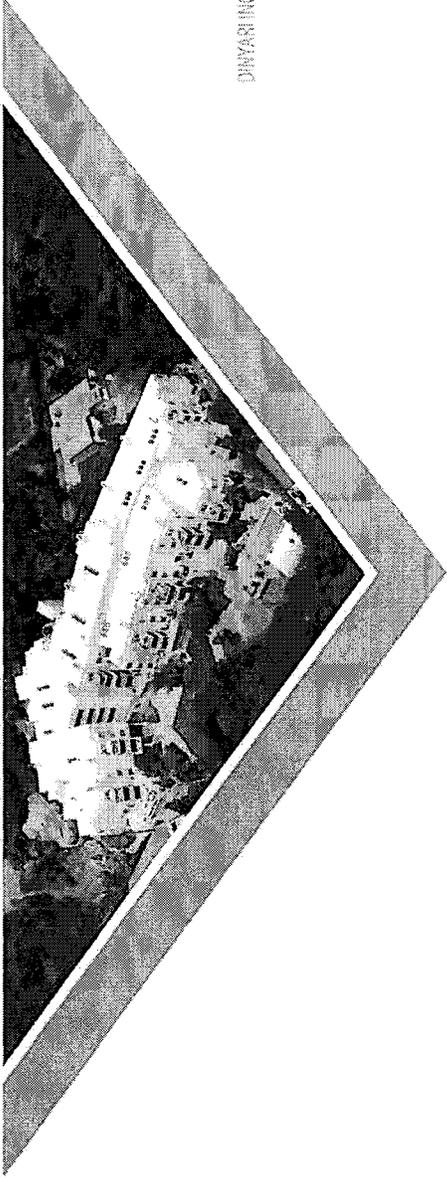
AYES:  
NOES:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Mayor of the City of Newman

ATTEST:

\_\_\_\_\_  
Deputy City Clerk of the City of Newman



PINYARI INC. 500 Piedan Ave San Jose, CA 95112-9952 [www.dinyari.com](http://www.dinyari.com)

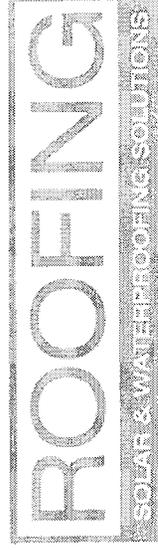
Office: 888.997.0400

Fax: 408.289.5596

Email: [info@dinyari.com](mailto:info@dinyari.com)

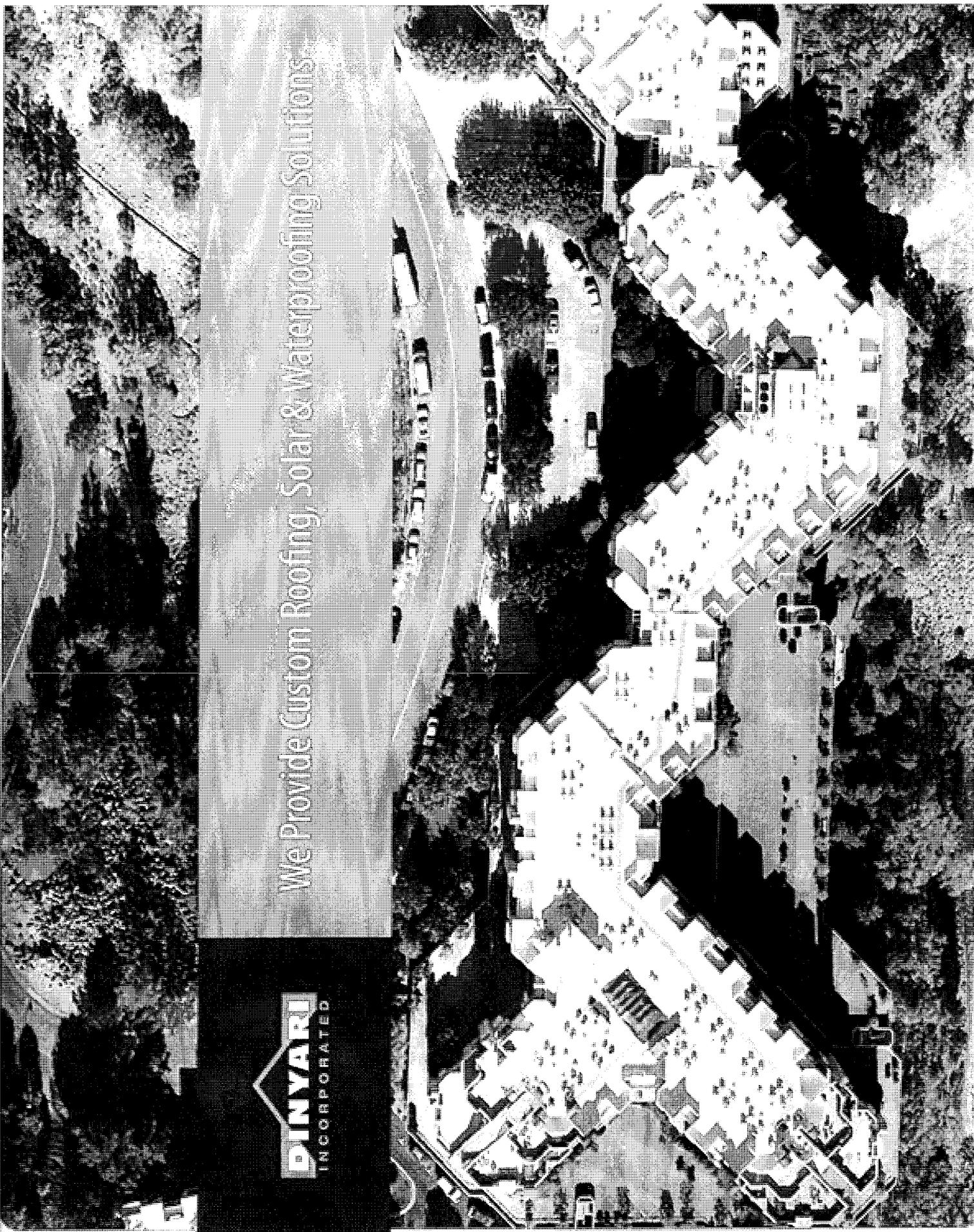
CA contractors lic # 566564

# Proposal



We Provide Custom Roofing, Solar & Waterproofing Solutions

Roof Analysis



Date: 09/23/2011

## Roof Analysis

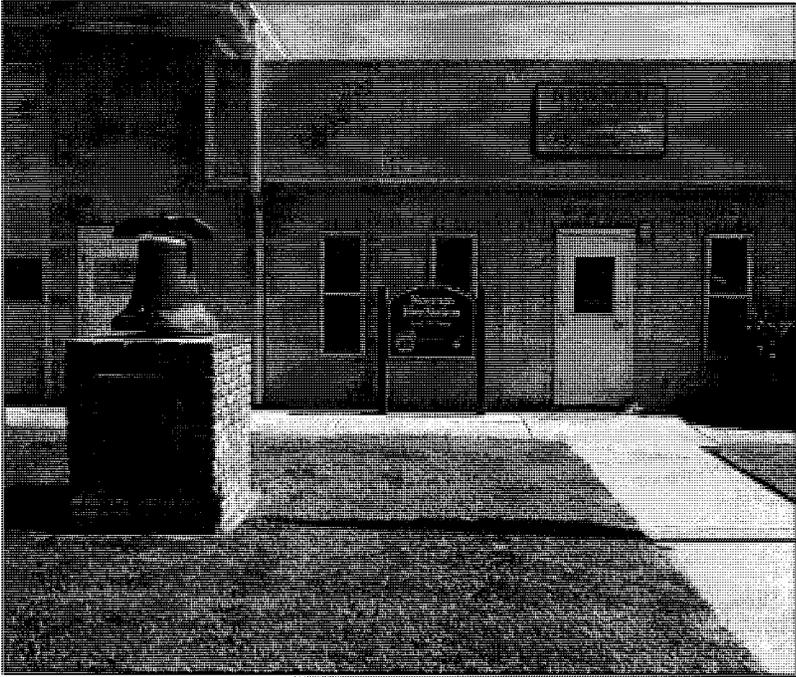
**City of Newman -Fire Station-  
C/O Lewis Humphries  
P.O. Box 787  
Newman, Ca 95360  
(209) 862-3725**

### Re: Re-Roofing System @ 1162 N Street Newman, Ca 95360

Metal Roof \_\_\_\_\_ Panel / Nailed or Screwed Down  
Roof Ribs \_\_\_\_\_ " on center

Area Inspected	Good	Fair	Poor	Bad	N/A
Field			X		
Lapse & Seams			X		
Fasteners		X			
HVAC Units		X			
HVAC Curbs			X		
Equipment Curbs			X		
Penetrations			X		
Repairs			X		
Vents		X			
Drains & Overflows					X
Internal Gutters			X		
External Gutters			X		

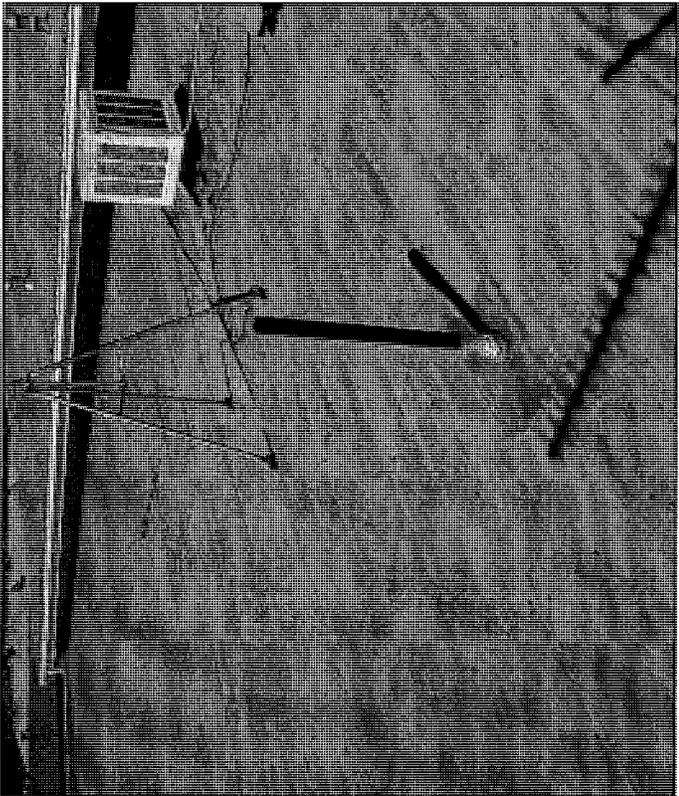
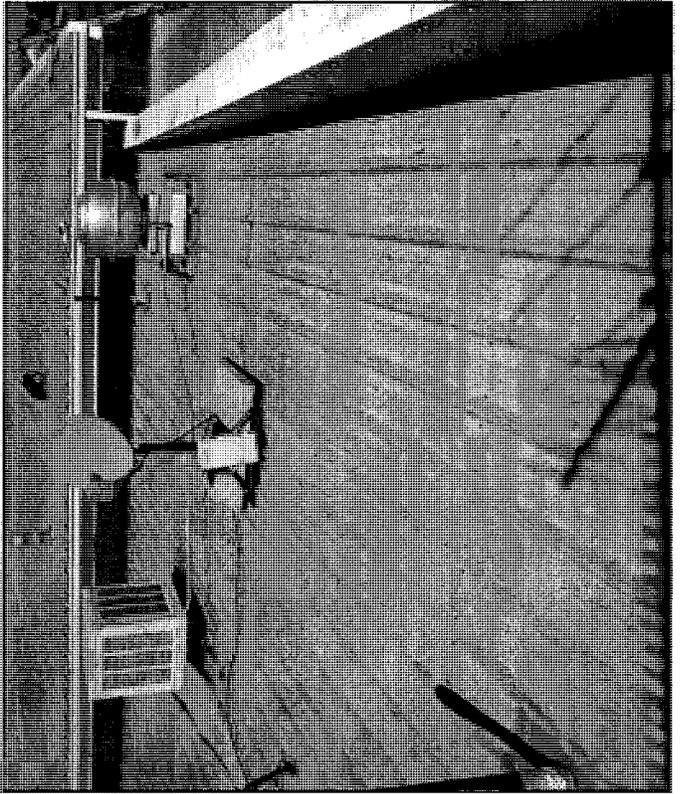
Area Inspected	Good	Fair	Poor	Bad	N/A
Roof to Wall Areas		X			
Parapet Walls			X		
Parapet Wall Coping			X		
Skylights			X		
Skylights Curbs					X
Roof Installation		X			
Rust / Corrosion %		X			
Beam Corrosion %		X			
Ponding Water %		X			
Pitch %		X			

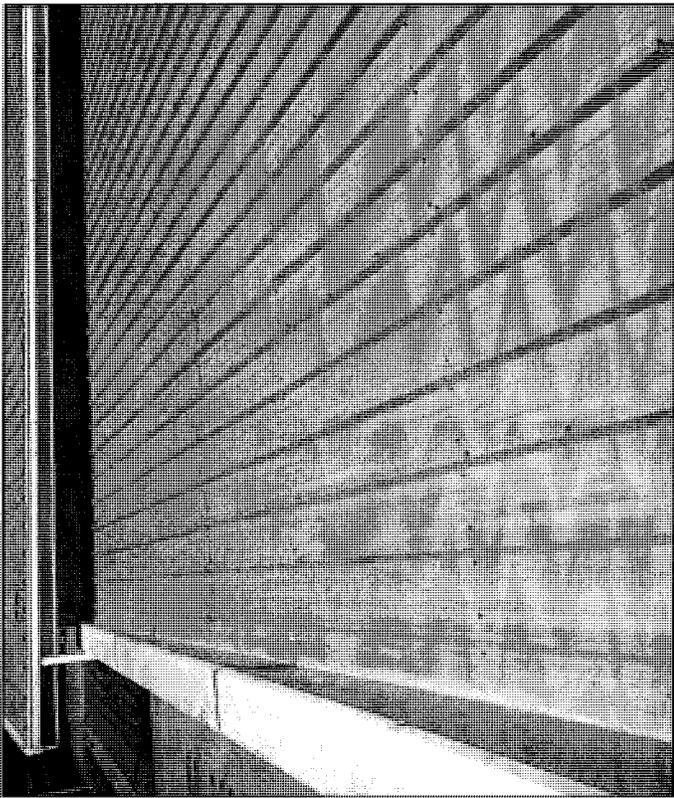
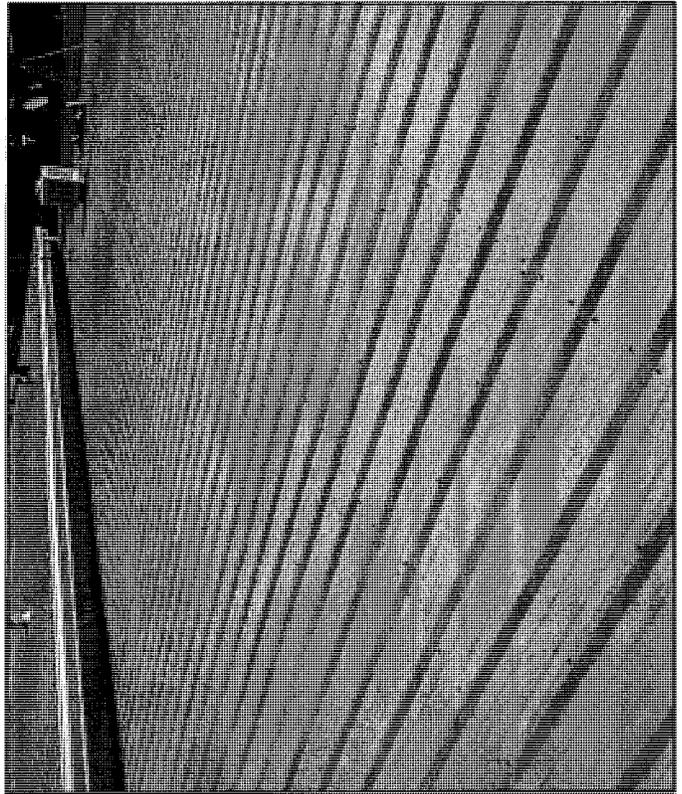


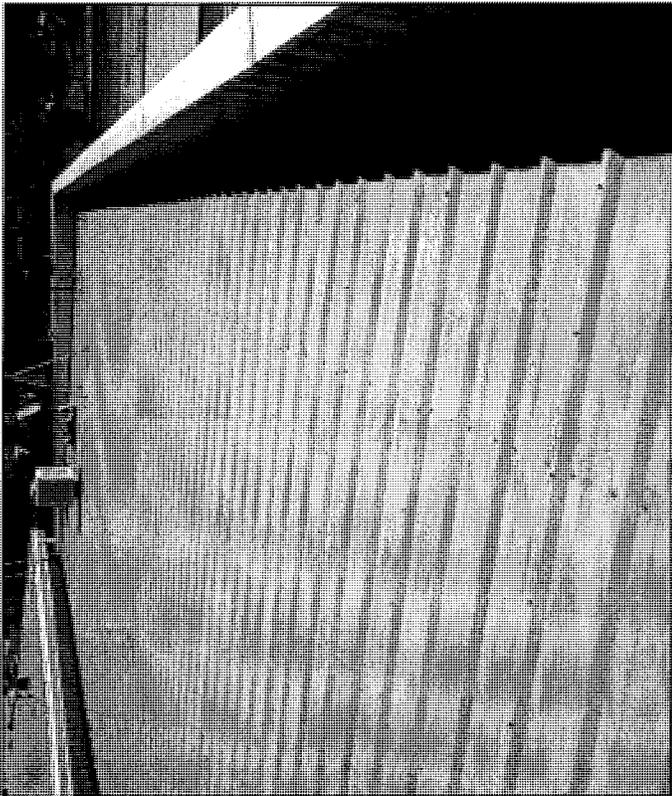
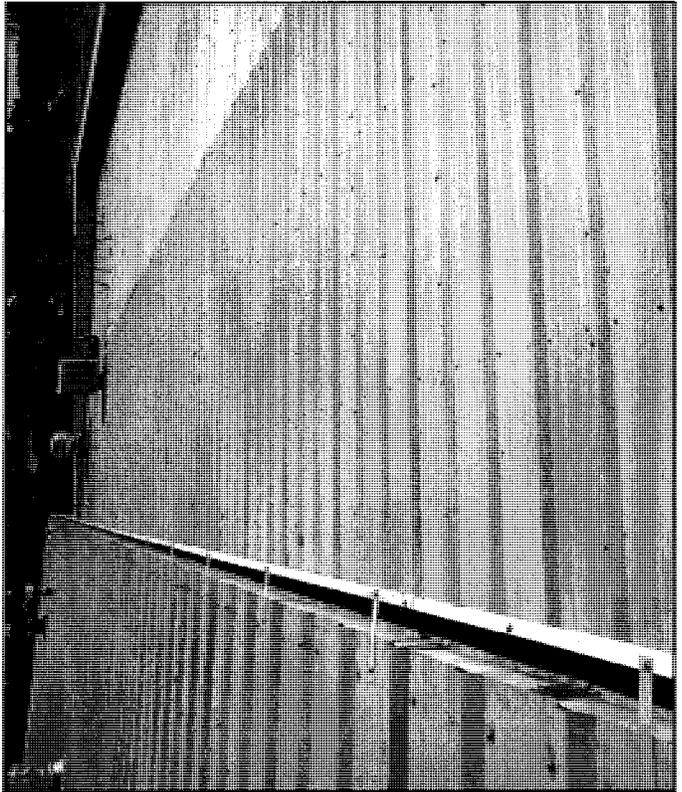
City of Newman (Fire Station)  
1162 N Street  
Newman, Ca

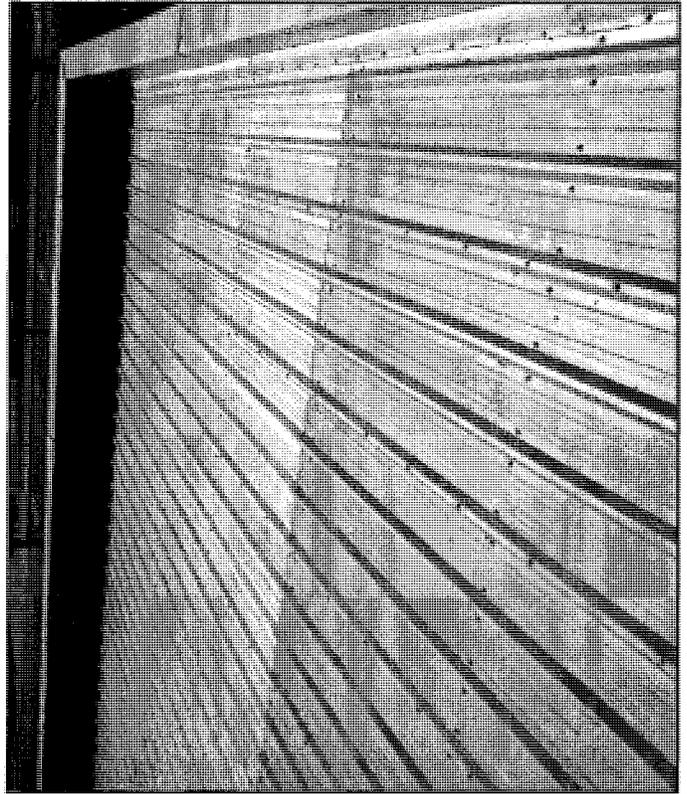
Overview of current roof top conditions

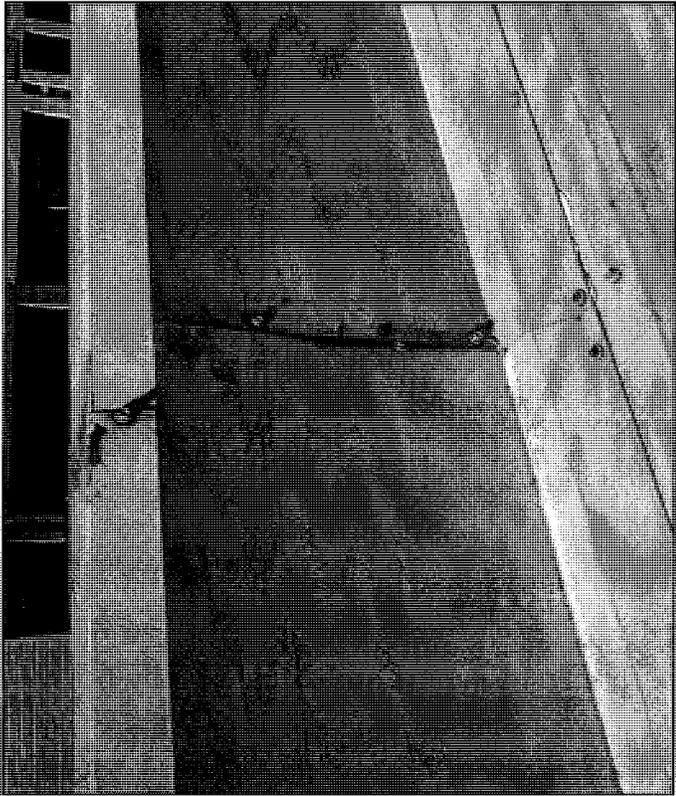
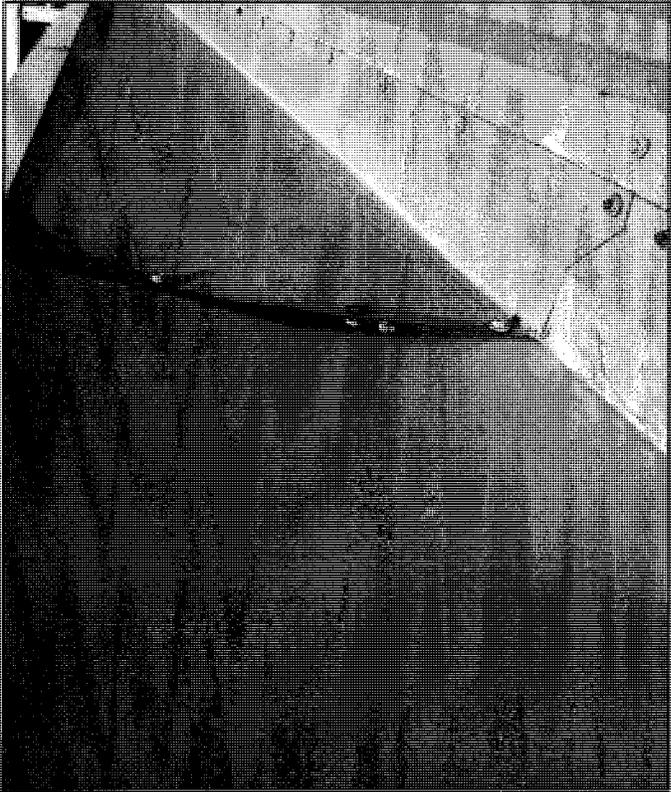


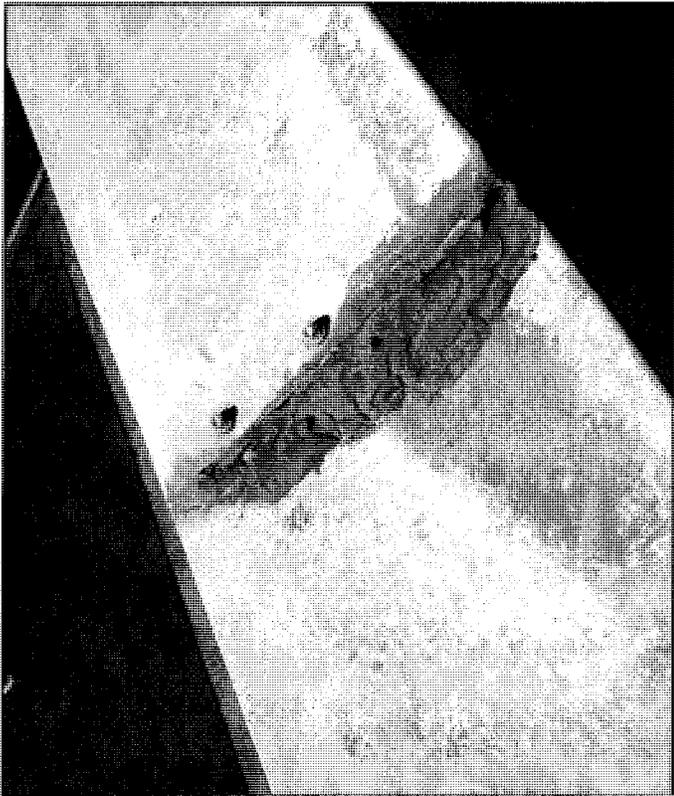


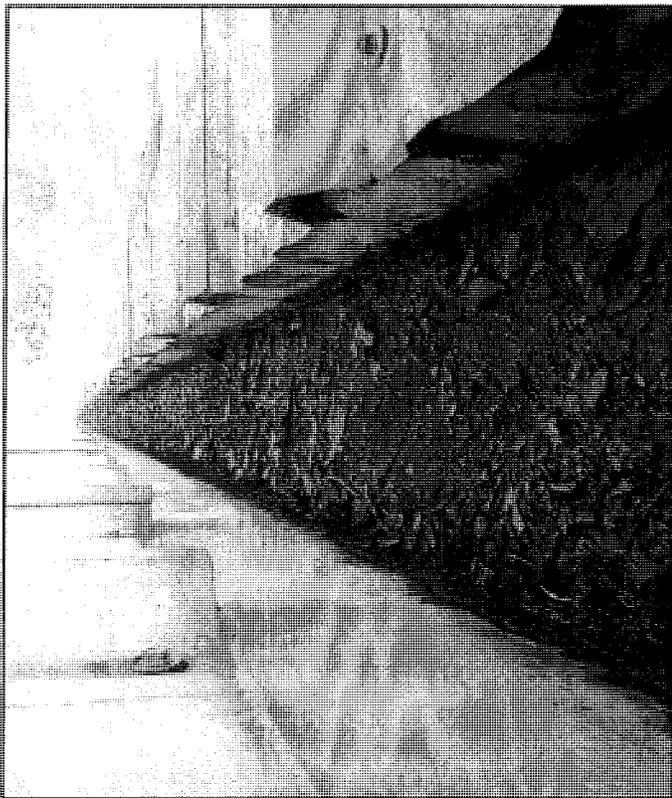
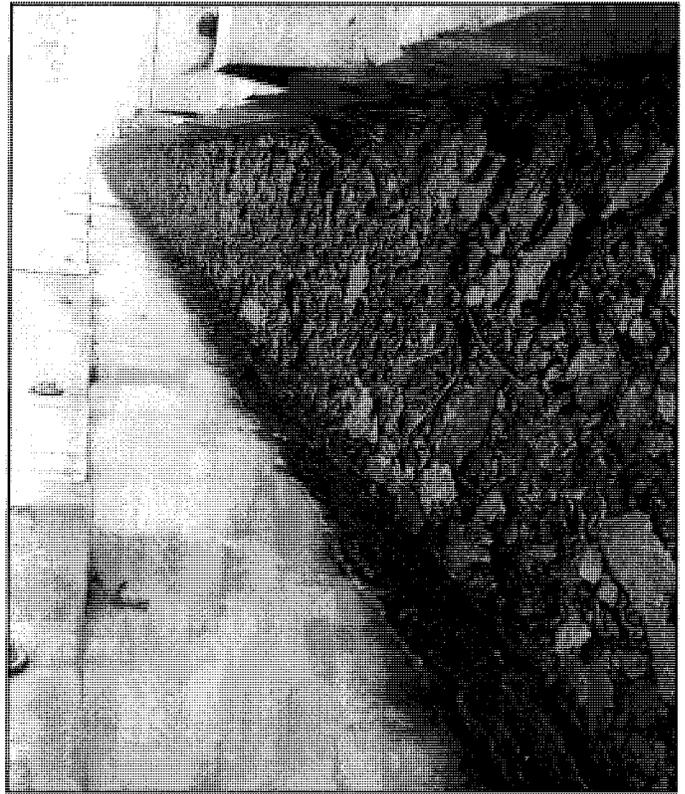






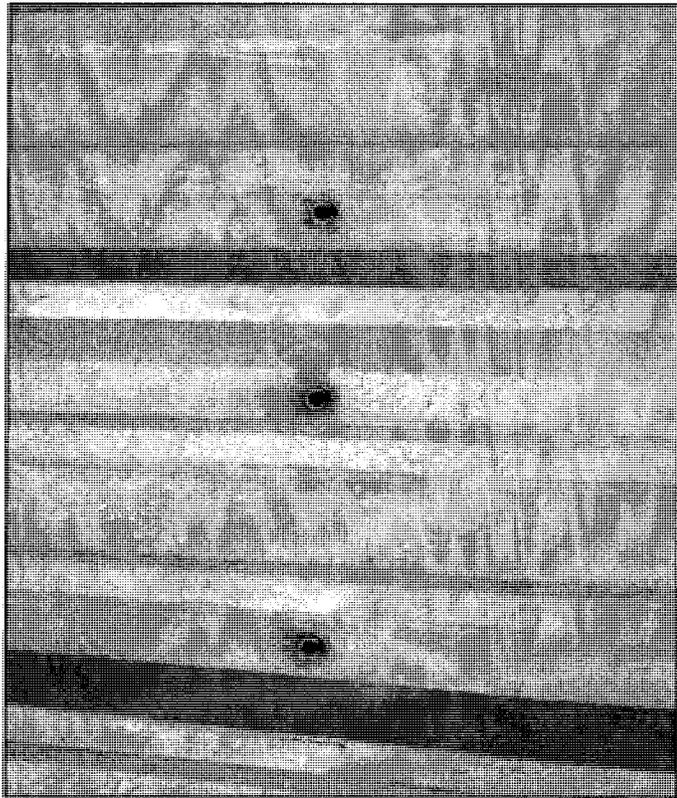


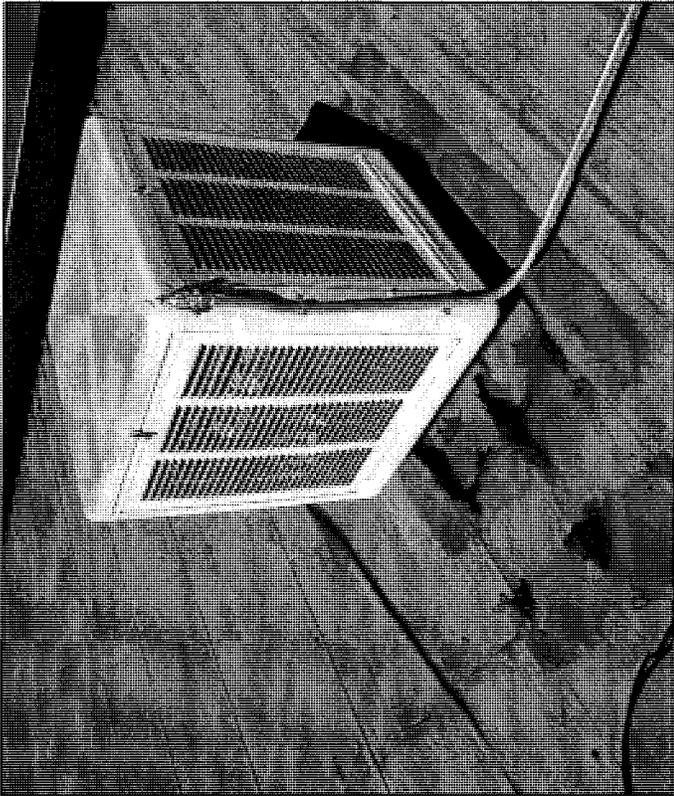


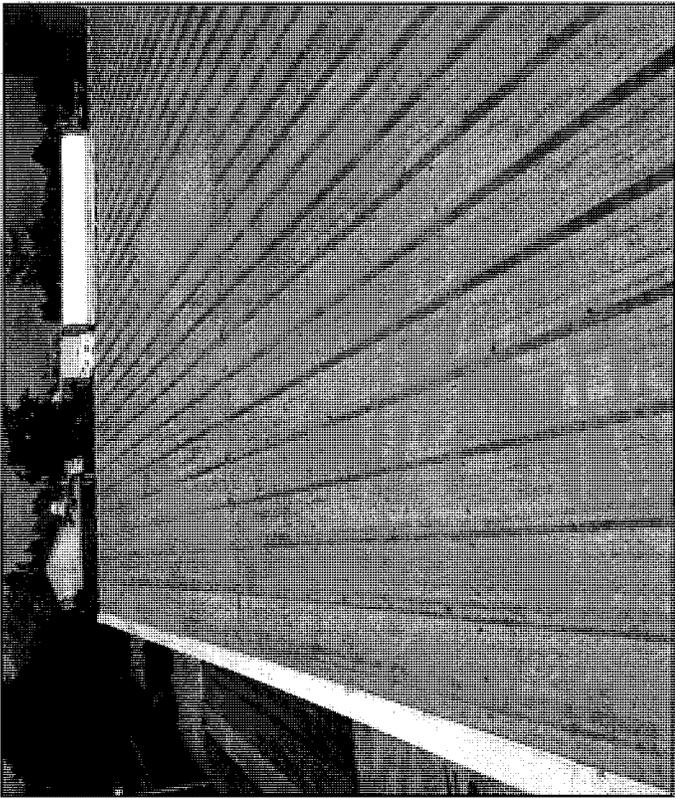
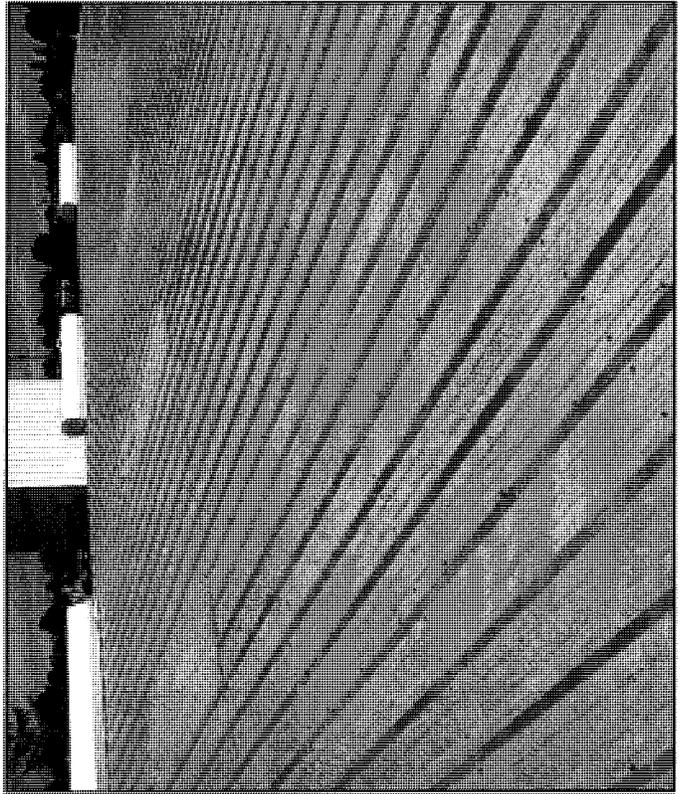


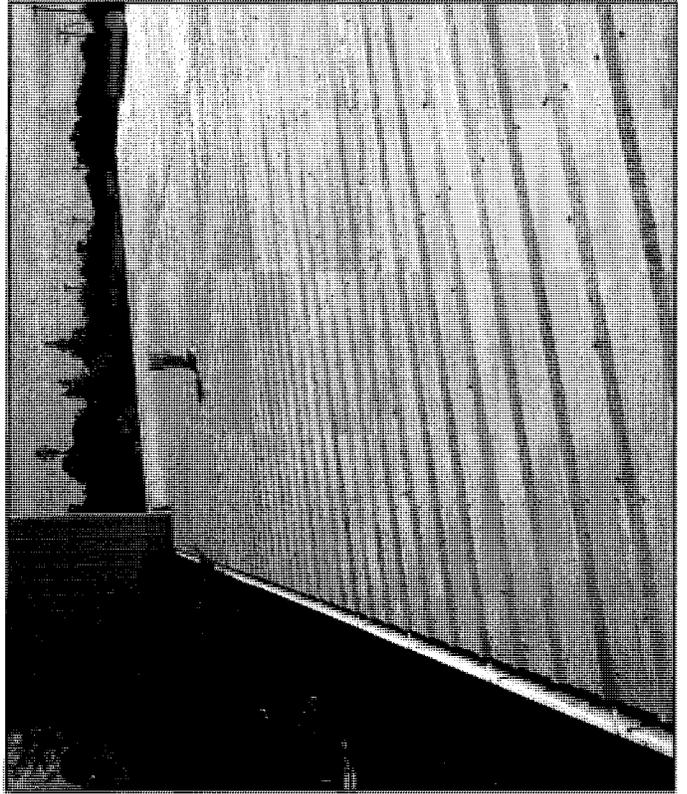




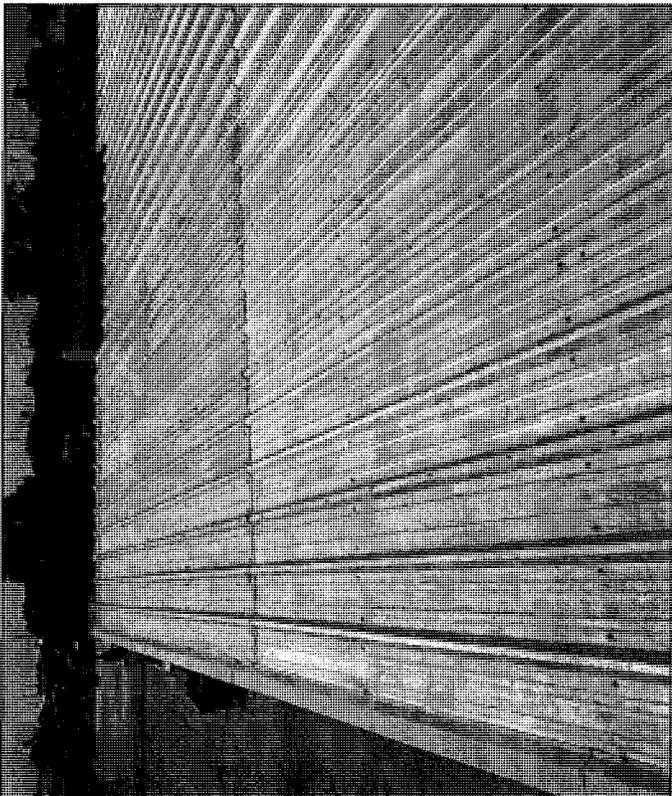


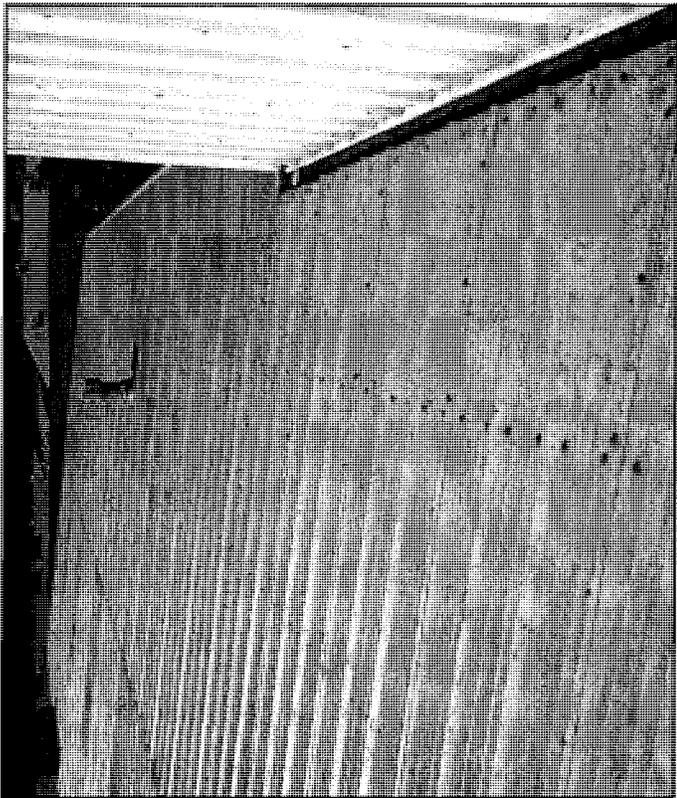
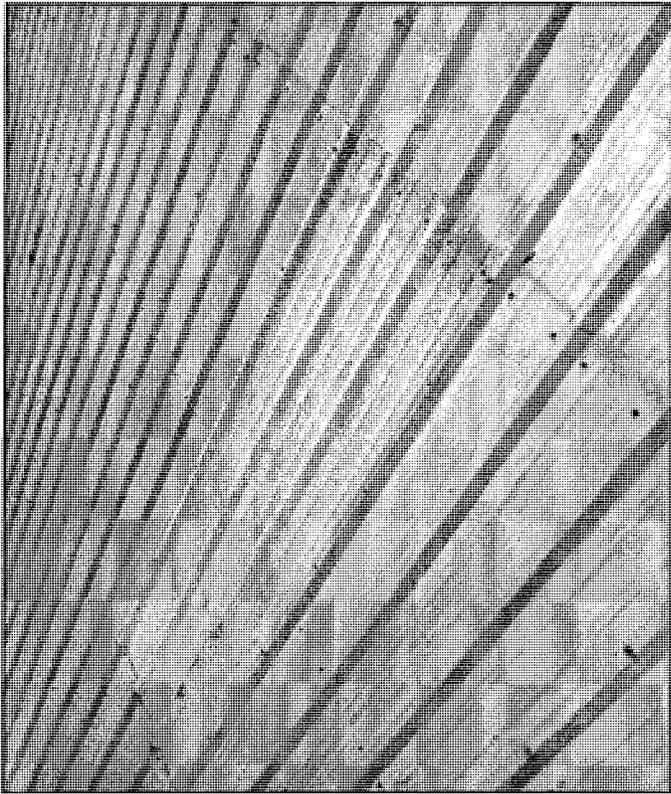


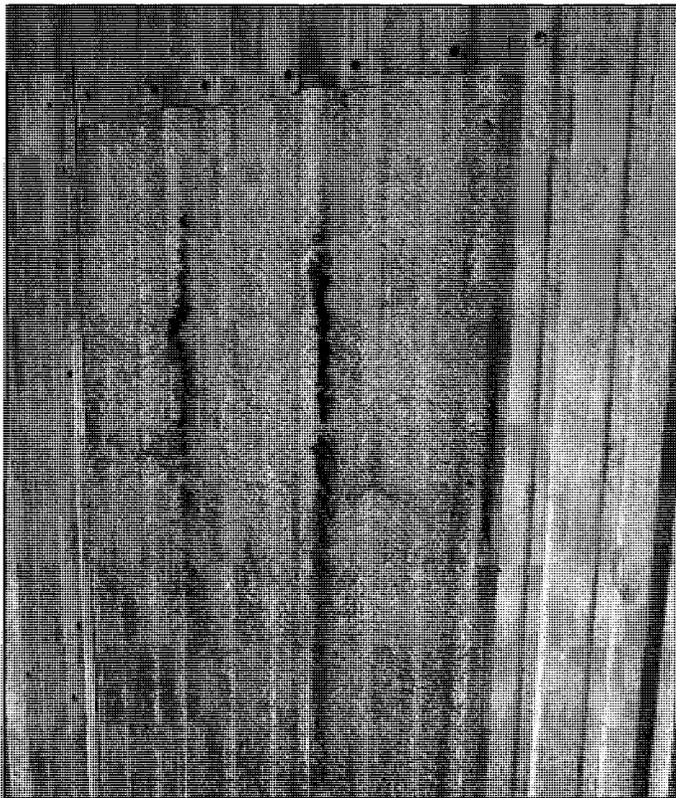
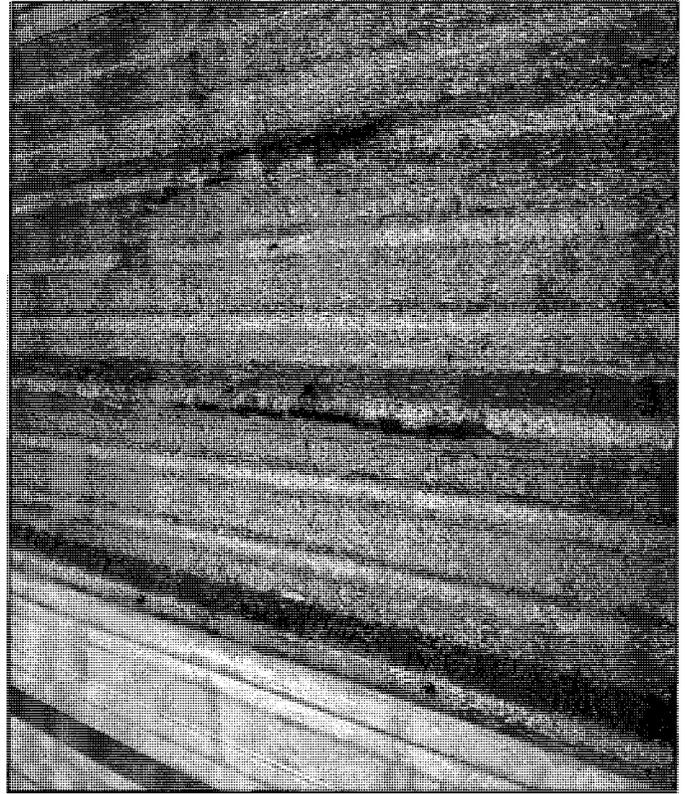


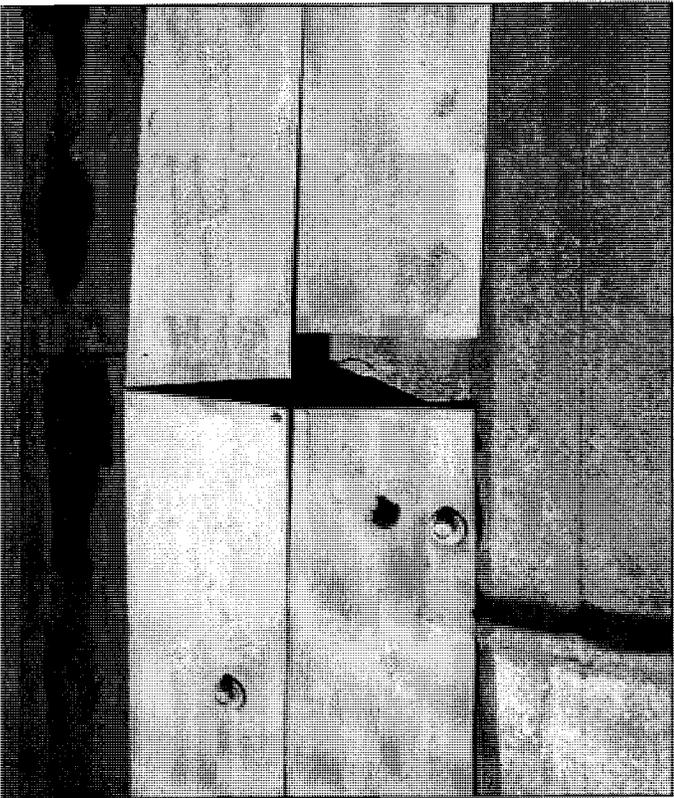
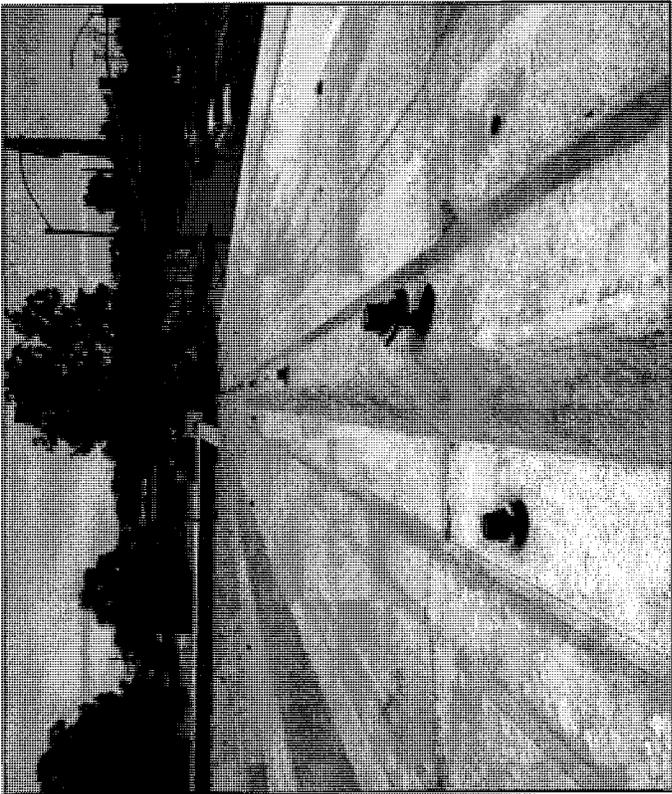


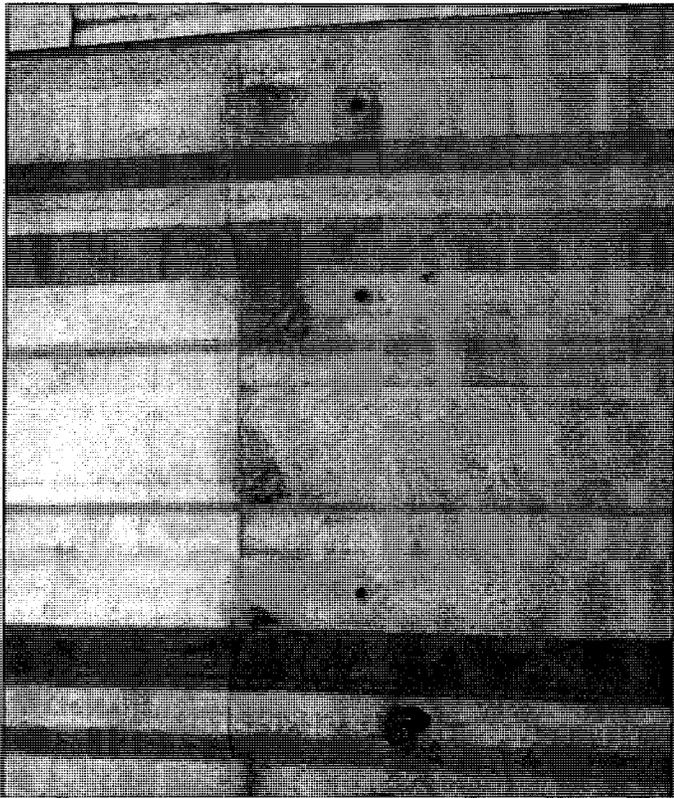
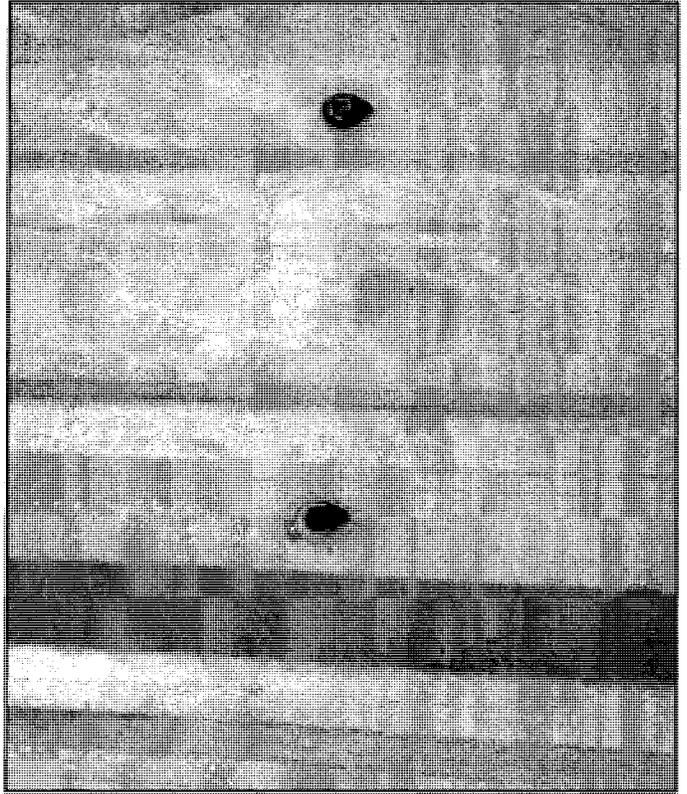


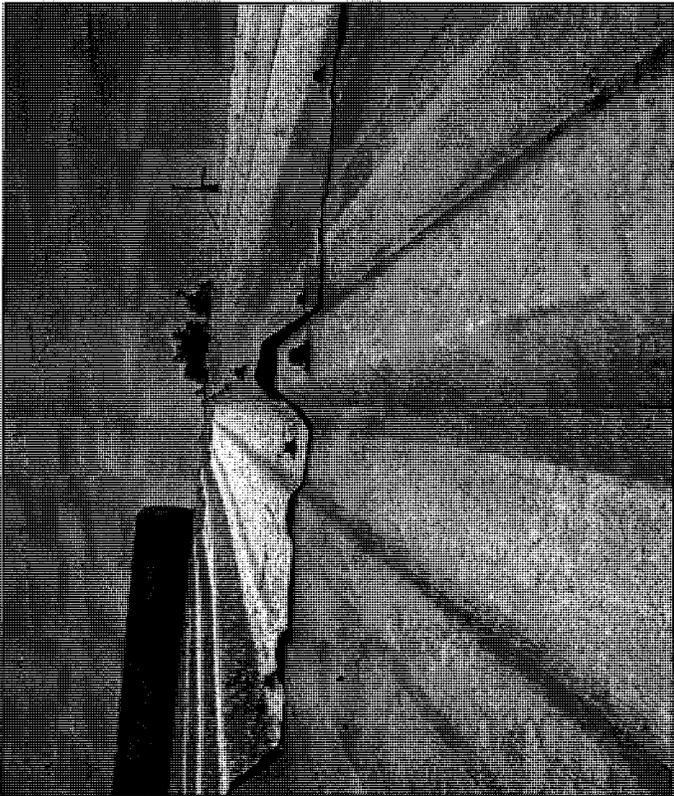
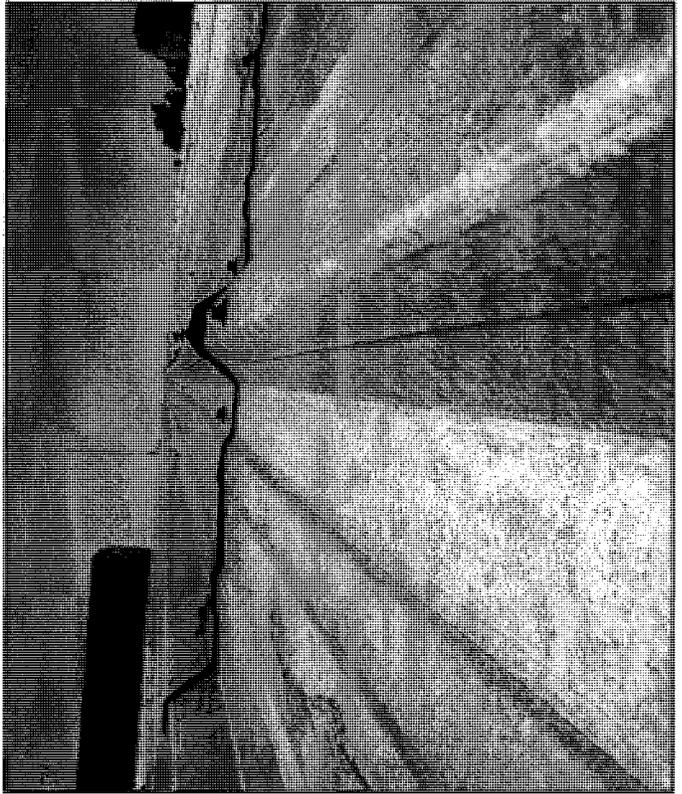






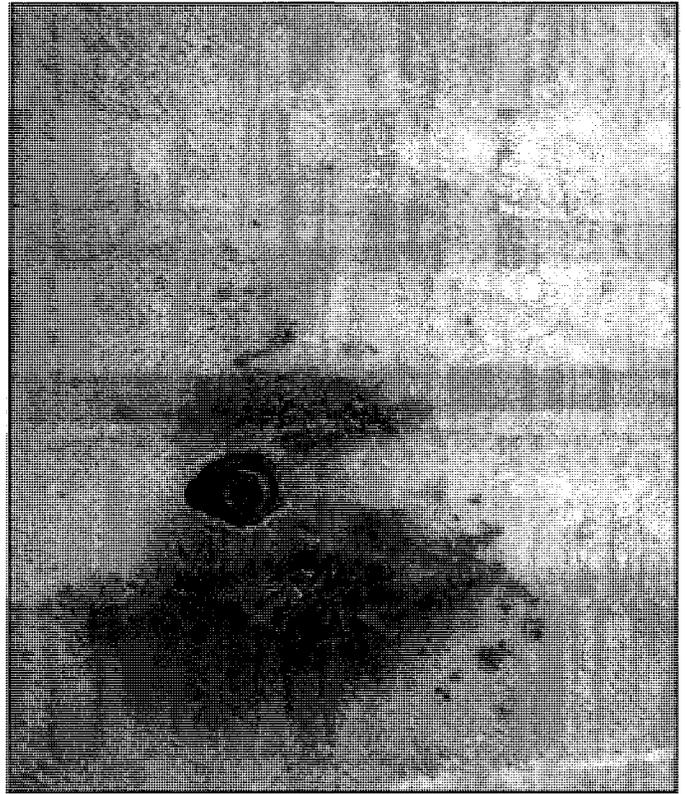






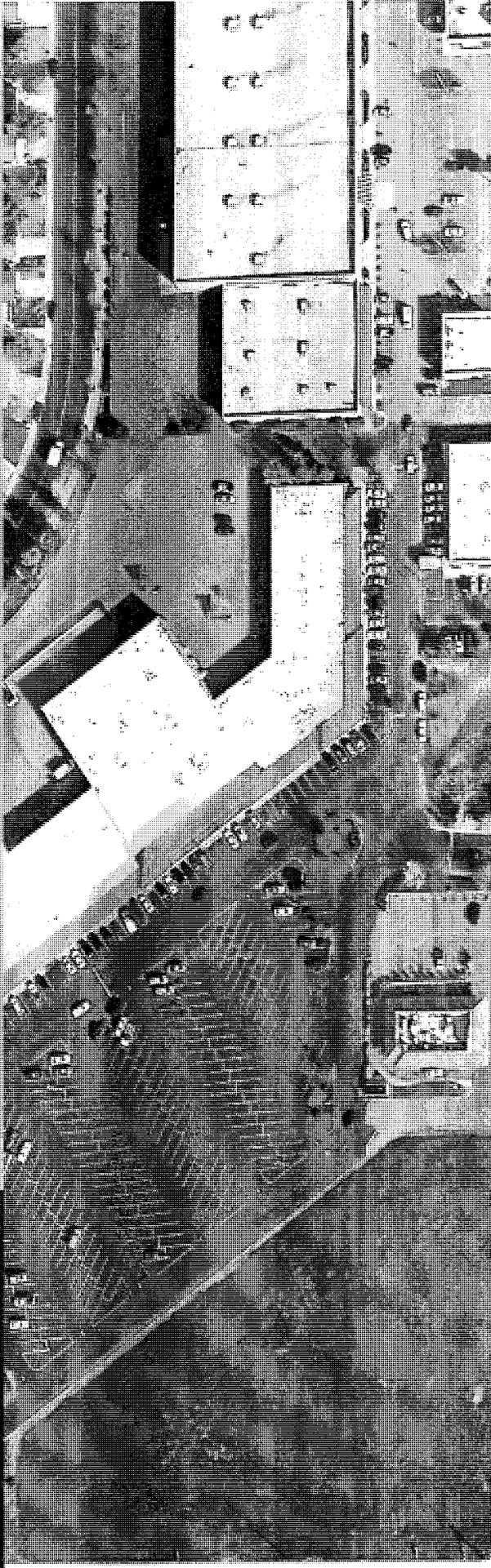








State of the Art Roofing, Solar & Waterproofing Systems



Roofing Solutions



**DINYARI**  
INCORPORATED

# City of Newman Fire Station

1162 N St.  
Newman, Ca 95360

Field = 9,969 s.f.

Walls = 440 s.f.

y.p.

## Legend

● - pipe

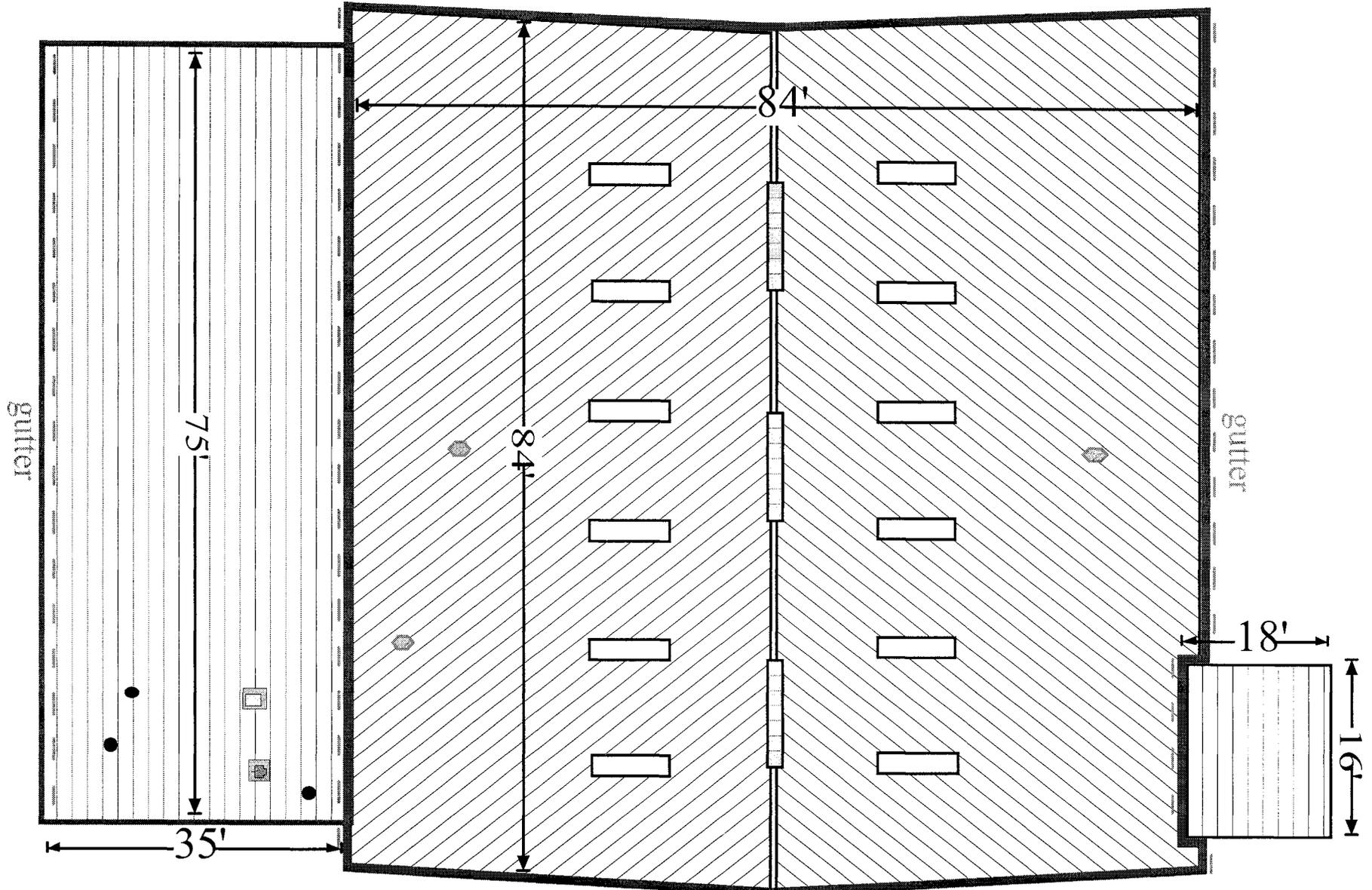
⊙ - vent

□ - hvac

■ - sq. vent

▭ - skylight

▭ - ridge vent



## Ultra-Strength Elastomeric Coating for Built-Up, Asphaltic & Metal Roofs

SPC

CeramaFlex

7/9

- Next generation acrylic elastomeric roof coatings
- Elongation and tensile strengths eclipse traditional water based systems
- Unsurpassed resistance to weathering elements

### CeramaFlex - Physical Properties

Solids by Weight (D1644)	65 +/- 2%
Elongation (D412@20 mils)	485%
Tensile Strength (D2370@20mils)	328 psi
Low Temp Flex (C734) 1/8" mandrel	PASS
Temperature Limits	-30°F - +200°F
VOC (US EPA Reference Method 24)	0-30 g/L
Minimum Dry Film Thickness	28 DFT
Solar Reflectance (CRRC - white)	81.8%
Accelerated Weather (ASTM) G26	PASS
Thermal Emittance (CRRC - white)	0.94
Dry Time @77° with 50% Humidity	
Touch	3 hrs
Recoat	12-24 hrs

### Description

*CeramaFlex is a highly flexible, single component, high build water based material excellent for waterproofing a variety of surfaces. Creating a monolithic membrane, CeramaFlex will bridge existing cracks and irregularities in a roofing surface. This energy efficient roof coating meets or exceeds all national "cool roof" standards and specifications.*

### Features

**Rohm & Haas** - 100% Acrylic technology

**Durability** - Excellent resistance to the elements and UV degradation

**Color Retention** - Only colorfast, alkali resistant pigments are used

**Flexibility** - Bridges cracks and resists impacts even at very low temperatures

**Adhesion** - Good alkali resistance and excellent adhesion to cement and mortar type surfaces

**Dirt Pick Up** - Several innovative technologies formulated to resist the accumulation of dirt on the coating's surface

**Longevity** - Fabric reinforced seams and penetrations extend the life of the roof

**Mildew Resistant** - Superior mold and mildew resistance

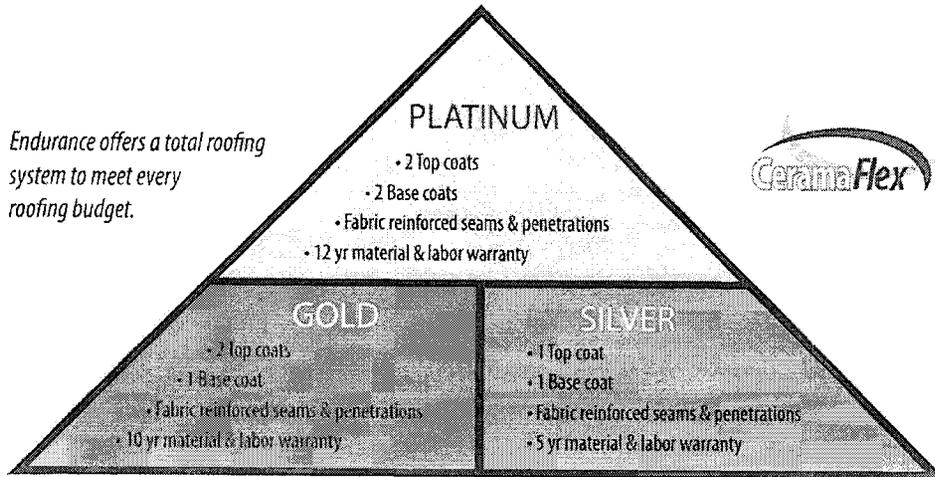
**Environmentally Friendly** - Water based, low VOC, asbestos, lead, and mercury free

### National Testing Standards

- UL Class A Fire Rating
- FM Approved
- LEED Qualified
- CA Title 24 Compliant

## CeramaFlex - Built-Up, Asphaltic & Metal Roof Options: Platinum, Gold\* and Silver

Endurance offers a total roofing system to meet every roofing budget.



## CeramaFlex - Benefits & Features

- Fully adhered, fluid applied membranes
- Spray application over existing cap sheet, built up or metal roofs
- All seams and penetrations reinforced—completely waterproof
- High UV reflectivity & emissivity ratings
- Renewable warranties
- Low Maintenance
- CeramaFlex final application
- CeramaFlex initial application
- CeramaFlex primer
- Reinforced seam fabric
- Existing roof

## Precautions

1. Stir product at slow speed before use! It is very important to avoid air entrapment while mixing. Air entrapment will compromise product performance.
2. Do not apply when ambient temperature is below or is forecast to be below 50° F. Cold temperatures and high humidity will retard drying.
3. Store in tightly closed containers and protect from freezing and excessive heat. New masonry must be cured for at least 28 days before application.
4. With mastic paints, an experienced applicator is required for a uniform finish. Finish will be affected by the application pattern, film thickness, porosity and climatic conditions. The manufacturer cannot assume responsibility for the finished appearance.
5. Do not use below grade or where moisture can migrate behind coating.
6. Do not apply any coatings over CeramaFlex as elastomeric properties will be compromised and crazing may occur.
7. CeramaFlex coatings are not intended for use as a vapor and/or a fire barrier. Do not use for these purposes.

\* Not Available For Metal Application.

## Equipment

Recommended spray equipment is the Graco GH-5030 pump or Graco GM-7000 pump. Use a Reverse-A-Clean tip with a minimum tip size of .033 up to about .045. Use high quality nylon or nylon-polyester brush; use light strokes to get necessary film thickness. Avoid over brushing which causes air bubbles. Use high quality, quick release, synthetic roller cover with a 1" - 1.5" nap. Work in sections 4' wide and maintain a wet edge. Once sufficient coating is applied, roll away from coated areas with light downwards strokes. Avoid rapid rolling which causes air bubbles.

## Surface Preparation

- The surface must be clean, sound, dry and free of any materials that would inhibit proper adhesion of the coating or sealant.
- The roof shall be inspected or tested to determine if moisture is present within the roof assembly. Saturated insulation must be removed and replaced with compatible materials.
- Remove or refasten all loose base flashing or counterflashing as required.
- All Histers, ridges and other membrane deficiencies of existing roof system shall be cut out, dried, re-adhered and sealed with appropriate roof mastic.
- Allow coating to dry thoroughly (normally 6 to 24 hours), before proceeding to application of the remainder of the roofing system.

## Application

- After thorough preparation as necessary, the entire roof shall receive the cool roof coating consisting of 3 gallons per 100 square feet of coating, applied evenly.
- If substrate is asphaltic, a bleed resistant basecoat based on Lipacryl™ Technology should be used.
- After thorough drying of the first coat (normally 4 to 12 hours), the second coat shall be a 100% acrylic topcoat applied using a crosshatch technique.
- All coating edges shall be cut in an evenly and uniform manner to provide an aesthetically pleasing appearance.

## Technical Support

Call the Endurance Technical Hotline for specific recommendations regarding your project or visit us at [www.endurancebuilding.com](http://www.endurancebuilding.com).

**ENDURANCE**  
BUILDING SYSTEMS

Toll free at 800.429.2060  
500 Phelan Ave. San Jose, CA 95112

Disclaimer: Our data is based on information from laboratory tests which are subject to the accuracy of all test conditions and methods used. We do not assume any liability or responsibility of the product relative to coverage, performance or injury resulting from its use. Endurance Building Systems, Inc. is limited to the actual name of product.

**For your investment you will receive:**

**Labor & Materials Warranty – See Scope of Work**

No transfer of inventory or personnel during bad weather

**No Further Damage of the Roof from Expansion and Contraction**

Less Heat Gain

Lower Energy Costs

Lower HVAC equipment costs

Better, more productive working environment

Lower Temperatures = Less Heat Transferred into the Environment

**Proven Results**

Over 200,000,000 square feet of Roofing installed over 15 years

**Rehabilitation plan for: City of Newman (Fire Station) – 1162 N. Street Newman CA.**

Proposal is to overlay the existing roof with a fluid applied system.

**Proposal A – Apply CeramaFlex Platinum roofing system**

**Scope of Work:**

- Acquire building permit, post on site and call for inspections as required. (Permits purchased by owner.)
- All joining metal sections shall be properly closed and mechanically fastened. All screws and fastening devices shall be retightened or replaced to insure a sound roof.
- All mechanical repairs, flashing and expansion control joint installations shall be completed prior to installation of the CeramaFlex System.
- Clean the surface with minimum 3000 psi pressure washers to remove all dust, dirt, gravel, oil and other contaminants so as to leave a sound, clean surface. Prior to application of the CeramaFlex System, roof will be dry and free of moisture. Dry with blowers or other means where necessary.
- Where there are existing coatings or adhesion uncertainties apply CeramaFlex Surface Conditioner to insure bond between CeramaFlex System and existing surfaces.
- If rust is present, scaling shall first be removed by scraping and/or mechanical methods. CeramaFlex RIC (Rust Inhibitive Coating) shall then be applied to the rusted areas.
- All exposed seams, penetrations, equipment curbs, protrusions, or vents not exhibiting a positive seal shall be caulked with CeramaFlex Non-Plasticizing Caulk or equivalent.
- After the caulk has skinned over, CeramaFlex BBT (Butyl Backed Tape) or Poly Fabric and WPM (Waterproof Membrane) shall be applied over all horizontal and vertical seams, around skylights, and over repair areas.
- CeramaFlex Waterproofing Membrane shall be applied at a minimum DFT (Dry Film Thickness) of 16 mils over all BBT and onto the roof 2” on either side.
- All roof fasteners shall be coated with a minimum of 30 mils CeramaFlex WPM to form a seal with the roof.
- An extra coat of CeramaFlex Finish shall be applied over the CeramaFlex WPM coat on all BBT, flashings, and repair areas at a minimum DFT of 15 mils.
- If the roof has been treated with RIC or if the roof surface is dark in color, apply a thin coat of CeramaFlex (2 – 3 mils) to cool the surface. Then apply remainder of CeramaFlex Finish to meet specifications.
- The final coat of CeramaFlex shall be applied over the entire roof surface at a continuous, unbroken DFT of 18 mils. For best results, apply CeramaFlex Finish in two coats.
- Install new treated wood blocking and buffer sheets under all pipes, conduits and small AC units as needed. (Does **not** include cost to fasten blocks directly to the roof if required by local building codes)
- Wash, Seal and Coat existing gutter with CeramaFlex. (Replacement to be done on a time and material bases)
- Price includes prevailing wage.

### **Option #1: Resin Existing Skylights**

#### **Scope of Work:**

- Seal 12 existing skylights with risen clear seal.

### **Option #2: Install Safety Screens:**

#### **Scope of Work:**

- Displace 12 existing skylights
- Install 12 Skylight Safety screens
- Re-install skylights and weather seal as needed

#### **Inclusions:**

- Furnish all insurance, labor, materials, supervision, and equipment to perform the above scope of work.
- Follow all CAL OSHA safety regulations.

#### **Exclusions:**

- This proposal is proprietary and confidential. Results of this roof inspection are not to be used for legal or litigation purposes.
- Removal of non-working or abandoned electrical boxes, conduit or plumbing. (unless noted in scope)
- All existing ductwork and equipment is to remain intact. Cost to remove and dispose or displace any equipment will be conducted on a time and material basis.
- Any equipment that is to be removed by another company must be removed prior to new roof installation.
- Any new penetrations and/or equipment added after the new roof is installed will be sealed or re-roofed at a later date for an additional charge, based on a time and materials basis.
- Existing or future leaks generated from areas on roof not included in this proposal and existing or future leaks generated from HVAC packages and metal capped platforms are not covered under warranty.
- Dinyari Incorporated will not be responsible for any slope, painting, plumbing, or any other upgrades required by City, State, or County agencies.
- New CeramaFlex roof system does not provide or imply any guarantee towards the elimination of existing or future standing water.
- Asbestos abatement.
- Cellular antennae and satellite equipment removal, reinstallation, and repositioning are to be completed by others.
- Any work to be performed outside of normal business hours and a standard 5 day work week.
- Dinyari Incorporated is not responsible for any leaks or damages to the interior of the building that may occur prior to the installation of the new roof system.

**Investment Summary:**

- Proposal A – Apply CeramaFlex Platinum roofing system. Price to be: Initial to select  \_\_\_\_\_  
\$ 35,964.00  
This system shall include a **15-year** material and labor warranty from the manufacturer.
- Option #1: Resin Existing Skylights. Additional Cost to be: Initial to select  \_\_\_\_\_  
\$ 2,888.00
- Option #2: Install Safety Screens: Additional Cost to be: Initial to select  \_\_\_\_\_  
\$ 4,813.00

**Prices noted in this proposal are good for 30 days. After 120 days the project will be re-evaluated for changing roof conditions and/or revised market pricing considerations.**

**Payment Terms: See contract**

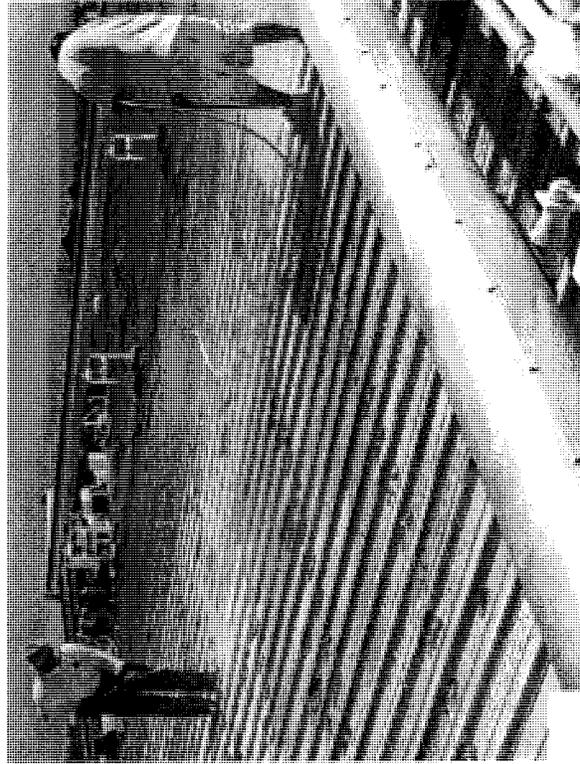
If you have any questions or concerns regarding this proposal please contact your account manager at your convenience.

Sincerely,  
Dinyari Incorporated  
500 Phelan Ave.  
San Jose, CA 95112  
888-997-0400

APPLICATION OF FLUID APPLIED REINFORCED ROOFING SYSTEM  
TO METAL ROOF



Clean & prepare the roof

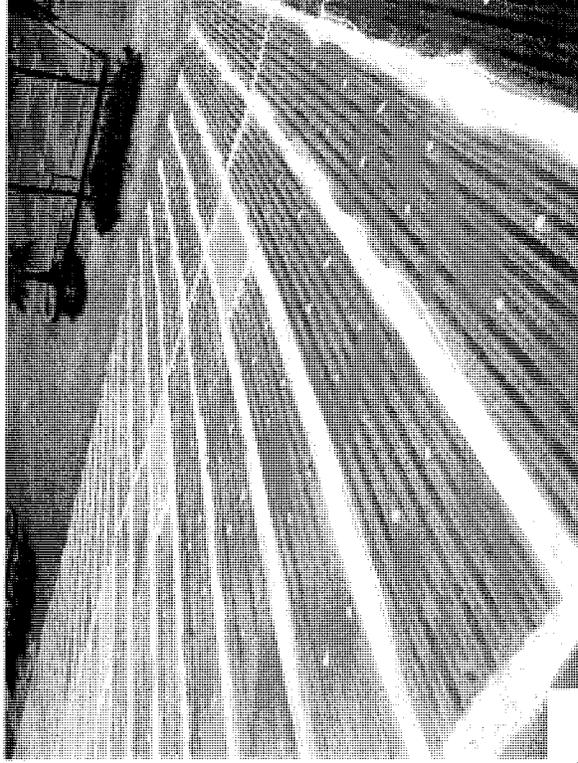


Seal seams

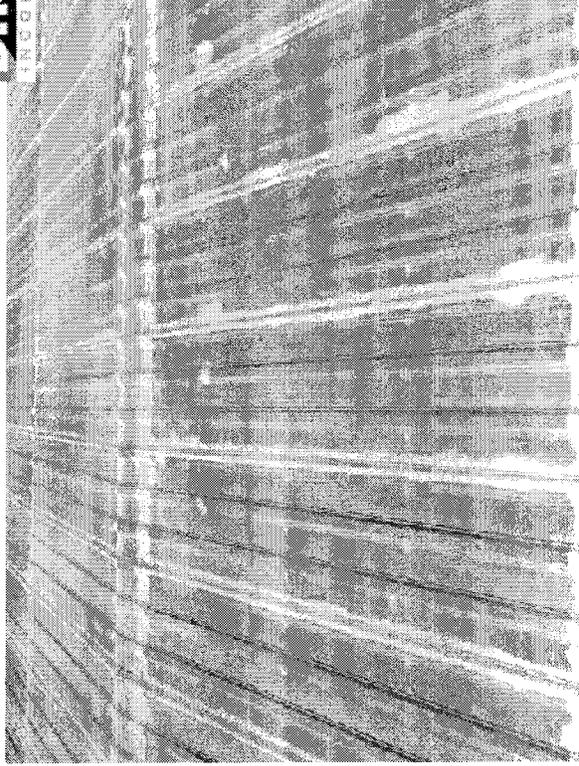
**DINYARI**  
INCORPORATED



Seal seams



**BINYARI**  
INSULATION

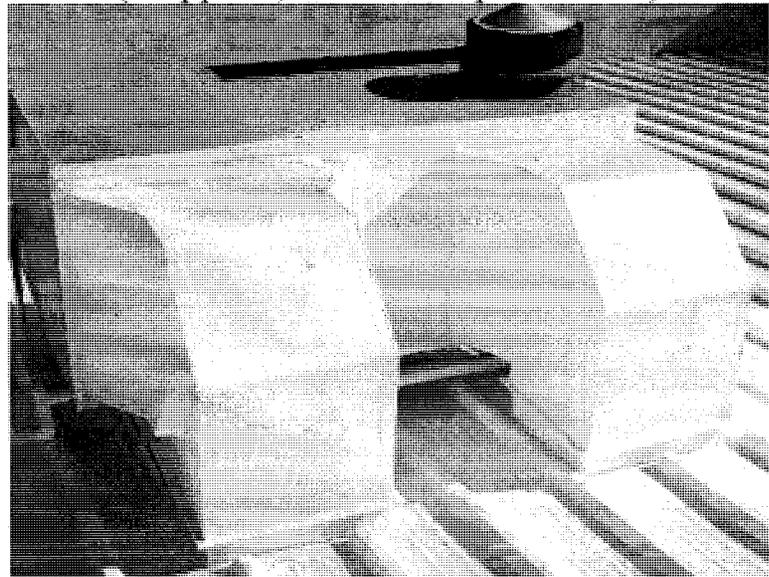
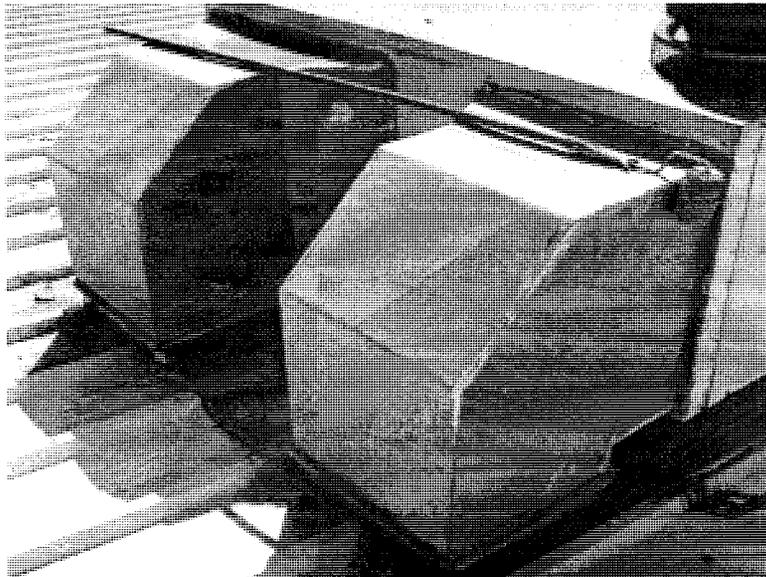


Seal penetrations (if applies, refer to scope of work)

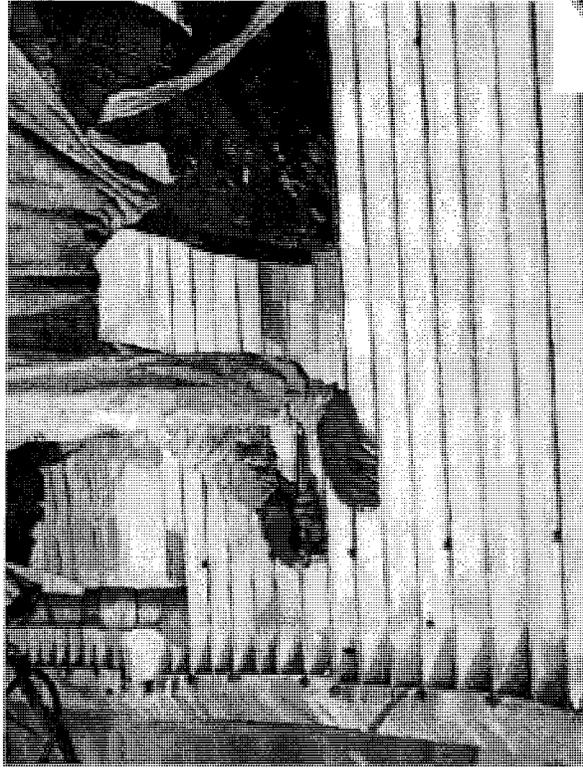


Seal HVAC unit curbs and ductwork

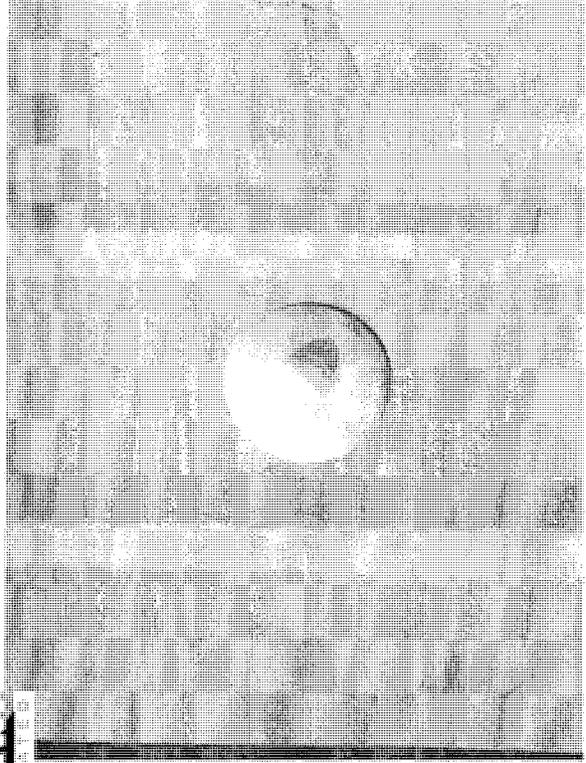
(if applies, refer to scope of work)



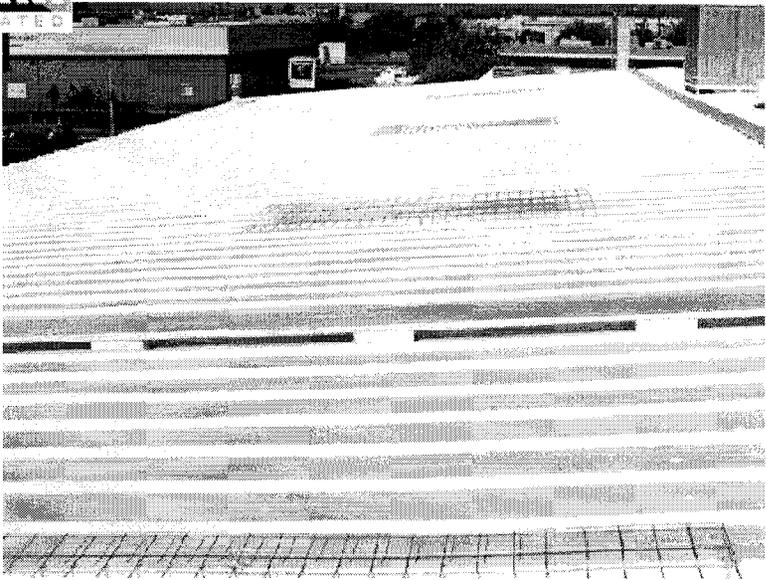
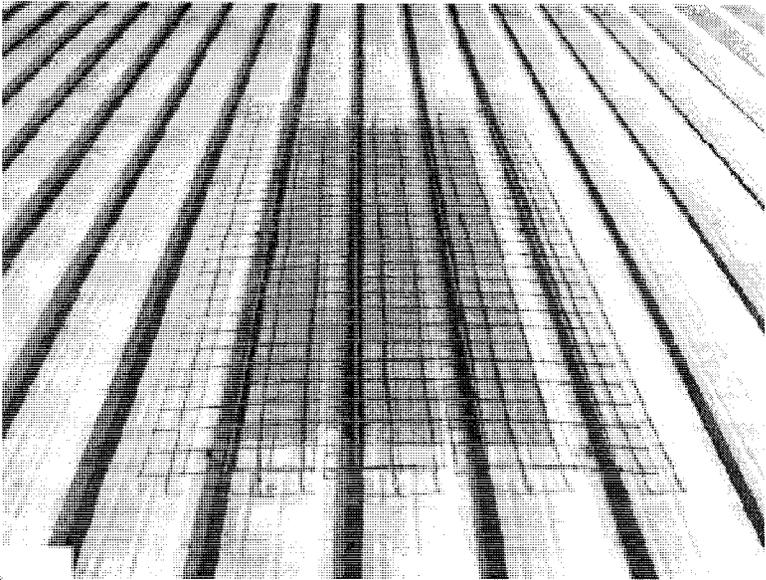
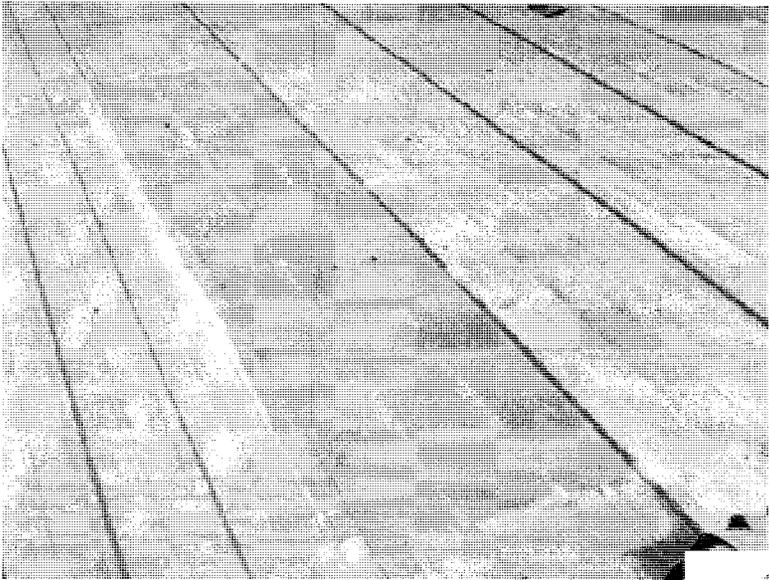
Fasten, primer and waterproof screws



**PINYARI**  
INCORPORATED

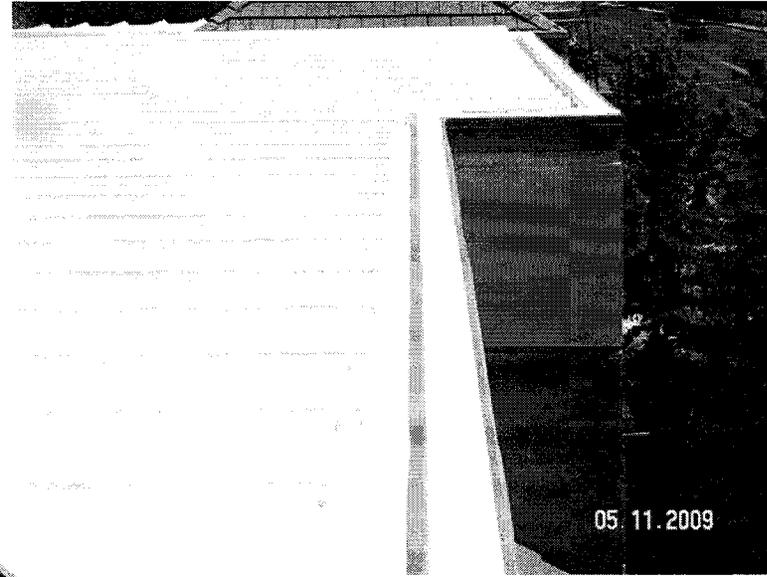
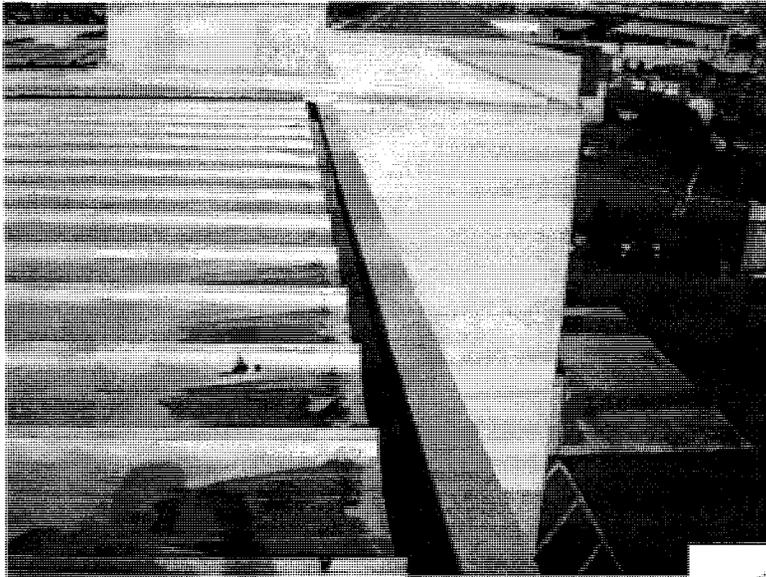


Install safety screens for skylights (if applies, refer to scope of work)

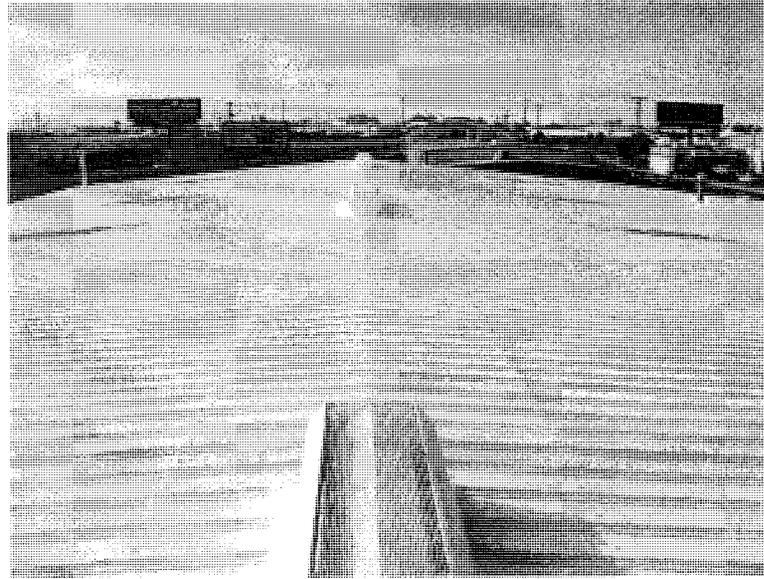


**PINYARI**  
INCORPORATED

Seal gutters (if applies, refer to scope of work)

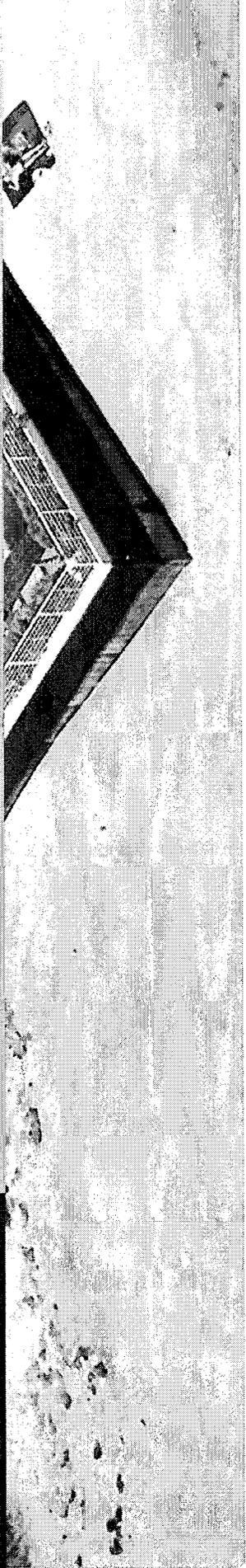


Completed roof





Contract & Warranty



**PINYARI**  
INCORPORATED

Contract & Warranty

# DINYARI INCORPORATED

License No. 566564

500 Phelan Avenue

San Jose, CA 95112

Phone: (408) 289-5400 – Fax: (408) 289-5596

Date of Proposal: \_\_\_\_\_

Proposal Valid Until: \_\_\_\_\_

County: \_\_\_\_\_

Proposal#: \_\_\_\_\_

Job Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

System#: \_\_\_\_\_

Option# \_\_\_\_\_

## PROPOSAL AND CONSTRUCTION CONTRACT

(10-25-10)

DINYARI INCORPORATED, a California Corporation, hereafter called "Contractor", and

---

collectively called the "Owner" agree as follows:

**1. Contract.** Contractor and Owner agree that Contractor will perform certain work of improvements on property owned by Owner and described above, and that Owner will pay for such work as provided herein.

This contract incorporates the General Contract Provisions and the warranty terms contained in the **Proposal Booklet** in the **Contract & Warranty** section. Owner acknowledges receipt of the entire **Proposal Booklet**, and that he has read and understands all of its terms.

**2. Plans and Specifications.** The Full **Proposal Booklet** contains sections labeled **Roof Analysis**; **Roofing Solution**; **Contract & Warranty**, and; **MSDS Sheets & Insurance**. The **Roof Analysis** section describes the present condition of owner's roof; the section entitled **Roofing Solution** contains the recommendations and proposals made by Contractor to Owner; the **Contract & Warranty** section contains the contract relative to each proposal, the General Contract Provisions, and a sample of the warranty offered with each proposal; and finally the **MSDS Sheets** contain the technical data describing the material(s) to be used for each proposal. Owner has selected, by signing this contract, his choice of material to be used and the work to be performed. Owner understands that the warranties may differ as to their terms and length, and represents that he has read the applicable warranty and consents to these terms and obligates himself to the terms of that warranty as if fully set forth hereinafter. All payments must be made in full prior to manufacturer inspections and release of warranty.

The specific description of said work of improvement and the materials to be used are contained in the **Proposal Booklet's** section **Roofing Solution**. Said work of improvement and this contract excludes any other proposal contained in the section entitled **Roofing Solution**. The agreed work, as selected by Owner shall be performed in a professional manner and all materials provided shall be of the quality described in said proposal and in the warranty accommodating that proposal.

3. **Contract Sum.** Owner shall pay Contractor as full compensation for all work hereunder, subject to the General Contract Provisions, paragraphs 2, 5, 10, 11 & 19 of this contract the following amounts:

<b>**Total Contract Price:</b>	\$ _____
<b>Add-on amount:</b>	\$ _____
<b>30% Deposit: (to be paid with the notice to proceed):</b>	\$ _____
<b>30% Due Upon Job Commencement:</b>	\$ _____
<b>30% Due When Roof is 50% Installed:</b>	\$ _____
<b>10% Due Upon Completion of Job:</b>	\$ _____

**\*\*Balance to include any amounts for any recommended additional work, any additional repairs and costs as provided in paragraphs 2, 5, 10, 11 & 19 of the contract.**

**\*\*All payments are due and payable at 500 Phelan Ave., San Jose, CA 95112. At the time of receipt of invoice.**

4. **Interest Rate.** On balances 30 or more days "past due" from the initial date of the invoice and 8% interest rate will be applied. Interest will be compounded on a monthly basis and the invoice balance will reflect both principal and interest that may be accrued until paid in full"

- a. The above price shall include all applicable sales taxes and other fees, which may be levied in connection with this roof installation.
- b. In the event the above price is a unit price based on quantities, final payment shall be for all actual quantities jointly determined by the engineer, or other representative of Owner's and Contractor's upon completion of the work herein.
- c. This proposal and construction contract shall be void if Owner is unable to demonstrate to the satisfaction of Contractor, at any time, of his ability to make payments for the work to be performed hereunder in the manner and at the time set forth herein.
- d. Owner acknowledges that he is aware that Contractor may have offered several proposals and add-ons, and by signing this contract selects the work referred to in this contract. (**Proposal Booklet**, Section "**Roofing Solution**".)
- e. Owner represents that he owns the property described in this contract.

5. **Notices.** All notices herein required shall be sent to:

**Contractor:**  
 Dinyari Incorporated  
 500 Phelan Avenue  
 San Jose, CA 95112

**Owner:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

6. **Contract Content.** This contract herein consists of the Proposal and Construction Contract, the **Proposal Booklet's** section labeled **Roofing Solutions** and the specific proposal selected by Owner, as well as the **General Contract Provisions** and the related **warranty terms** contained in the section labeled **Contract & Warranty**, plus other addendums identified as follows: \_\_\_\_\_

It is hereby represented that Owner and Contractor have fully read this construction contract and the general contract provisions and the warranties as applicable and, understand the terms hereof and agrees to be bound by these terms.

**7. Execution of Contract.** This contract, and any addendums are only legally binding if executed by Farbod Dinyari, CEO. Owner acknowledges that other than above named individual, no one has authority to modify or change the terms of this contract or to obligate Dinyari Incorporated to any obligation not contained in this contract.

**Dinyari Incorporated**

State of California Contractor's License No. 566564  
500 Phelan Avenue  
San Jose, CA 95112

**DATED:** \_\_\_\_\_.

**BY:** \_\_\_\_\_  
**Farbod Dinyari**

\_\_\_\_\_  
Owner's Name

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Cell Number

**DATED:** \_\_\_\_\_.

**BY:** \_\_\_\_\_

# GENERAL CONTRACT PROVISIONS

## (10-25-10)

The following provisions shall be incorporated by reference into each proposal and construction contract entered into between Contractor and Owner:

1. **Time and Commencement of Completion.** Contractor shall commence work hereunder as promptly and as reasonably possible after the receipt of the written notice to proceed and the deposit from Owner and shall thereafter complete the work as soon as reasonably possible, keeping in mind that there are certain conditions beyond the control of the Contractor, such as inclement weather, or other situations that make construction not feasible. In that event Contractor shall complete the roof at the earliest possible time.

2. **Option to Declare Contract Void.** At the option of the Contractor this contract shall be void unless Notice to Proceed and the deposit is received within ten (10) working days following execution of the contract by the Owner (a working day is defined as any day except Saturday, Sunday and legal holidays).

3. **Special Obligations of Owner.** Prior to commencement of work Owner shall take all steps he deems necessary to protect all property, including the property located inside the building, under the building and/or alongside the building from any water, damage, falling debris, overspray, no matter what the source of said water, debris or overspray is. Owner's duty to protect his property located inside, underneath and/or alongside shall continue until the work by Contractor has been completed and Contractor has been paid in full. Owner understands that his agreement to protect his property is part of Contractor's considerations in reaching his total contract price. Any damage done to such items shall be the Owners sole responsibility, and he shall indemnify Contractor for any damage or claims presented to Contractor by anyone.

4. Owner agrees that he will provide adequate staging area, parking and unobstructed access to the work area inside and outside of the structure(s). Owner authorizes and agrees that all work is to be performed during regular daily business hours unless otherwise agreed in writing.

5. **Change Orders/Extra Work.** Contractor may require that all change orders, extra work orders, or any other addition or deletion of the scope of work as defined in the selected option contained in the **Proposal Booklet** be in writing and that they be paid upon completion. The provisions herein shall apply to all such changes, modifications, deletions or additions with the same effect as if they had been embodied in the contract or in the **Proposal Booklet**. The price or a formula for establishing the price of such extra work or changed work shall be agreed before the work is to be done and Contractor may require such price to be in writing.

If, upon removing old roofing material, it becomes apparent that any roof structure lumber, plywood decking or roof deck insulation is deteriorated or damaged, it will be replaced and or re-nailed if needed, on a time and material used basis, and billed as an extra charge, which will be added to the contract price.

6. **Insurance.** Contractor shall protect Owner from claims concerning Contractor's workers under the appropriate workmen's compensation act. A certificate of insurance shall be filed with the Owner if he so requests.

7. **Warranty, Remedies for Defective Material or Workmanship.** Owner and Contractor herein agree that Owner's sole remedy in connection with any unsatisfactory work or any defect in the material or workmanship or any other claim shall be limited to those remedies provided for and covered in the warranty, which is a part of the **Proposal Booklet** in the section **Contract & Warranty** incorporated herein. Owner shall not be entitled to any consequential damage or damage for loss of use of his property. Owner agrees to all the terms contained in said warranty as if fully set forth herein. Contractor makes no guarantee as to the integrity of the existing roof structure and the warranty offered in the **Proposal Booklet** is limited to the new roofing product installed by Contractor.

Owner acknowledges having received a copy of said applicable warranty contained in the **Proposal Booklet** and incorporated herein.

8. **Loss Prevention.** All damage claims to be valid and enforceable and must be made under the valid warranties issued herewith. Owner will not make any claims against Contractor or its employees or agents for loss not covered by the warranty issued to Owner by Contractor or the manufacturer.

# GENERAL CONTRACT PROVISIONS

## (10-25-10)

**9. Responsibility for Work.** Contractor shall be responsible for and shall bear any loss of or damage to the work and materials, supplies and equipment until acceptance thereof unless such loss or damage results from the action, fault or negligence, either active or passive of the Owner, his agents, employees, or anyone acting on the Owner's behalf.

Contractor shall not be liable for damage to air conditioning units or support wires of any kind or any other structure attached to the roof, around the perimeter of the roof, or the interior of the structure (i.e. sheetrock nails popping out, hanging item or, falling, etc.) during construction.

Contractor will not be liable for any cracking, sinking, or other damages to the driveways or parking areas as a result of the material delivery trucks, rubbish bins or other equipment which may be placed on the property during the course of the work.

**10. Preexisting Conditions.** Contractor shall not be responsible for any preexisting conditions related to moisture, mold, mildew, fungus, dry rot or any other structural condition that may exist prior to the commencement of construction or any damage due to prior leaks or moisture intrusion from existing roof systems, walls, or other potential water intrusion. Owner represents that the roof, as it presently exists, conforms to the applicable building code in effect when the roof was constructed, and that all the applicable permits were obtained and complied with. Owner agrees that it is his sole responsibility for any repair cost as a result of the preexisting condition of the roof and that he will hold Contractor harmless and indemnify Contractor from any claim, loss, damage, or any other impact that such preexisting conditions may have upon Contractor.

**11. Roof Condition Different from Original Appearance.** Owner agrees to pay for the reasonable cost of repair of any roof defect. In the event that the sub-surface or other latent physical conditions differ from those indicated in this contract, or in the event there exist unknown physical conditions (such as dry rot, deficient substructure, additional roofs, asbestos, mold, uneven subsurface, or latent physical conditions different from those apparent, or other unknown physical conditions, such as hazardous materials, code violations, or any other unexpected or unusual condition) than ordinarily encountered in the work of the character provided for in this contract, Contractor shall advise Owner of the existence of such conditions, and the parties shall equitably adjust the contract price to provide for any cost increase resulting from such condition.

Owner is solely responsible for any required modification, upgrade or otherwise that may now be required by any governmental agency as a condition of issuing a permit or to allow the installment of the roof as contemplated by the proposal selected by Owner. Owner is responsible for any existing structure that was not constructed to applicable governmental requirements and will modify such structure at his sole expense if such modification is required by any governmental agency as a condition to allow the anticipated roof work.

Such modification of the roof may include without limitation, re-sloping, height of parapets walls, demising walls, site screen modification, plumbing, or electrical or color requirements of Owner or any governmental agency.

**12. Tear Off and Cleanup.** Tear off conditions: when an existing roof needs to be removed there will be a certain amount of dust, dirt and bits of material that settle into the attic, spaces below the roof area, and around the structure. This is unavoidable and if these areas need to be protected it shall be Owner's sole responsibility to protect all the property wherever located from such dust, dirt, falling debris and the like. Contractor will not be responsible for any cleanup in the attic. Contractor will remove all debris in connection with the removal of the old roof as well as any remaining material that was used or partially consumed by him during the performance under this contract.

**13. Right to Stop Work.** Owner shall not have the right to stop work in connection with this contract.

**14. Liquidated Damages.** Owner and Contractor have agreed that it would be very difficult if not impossible at the signing of this contract to establish actual damages in the event of a breach and therefore have agreed that for all loss not covered by the terms of the warranty damages shall be no more than one percent (1%) of the contract price. The parties agree that this provision is effecting the contract price charged to perform this contract. For all other damages, not covered by the warranty and not otherwise provided for herein, Owner's damages shall be limited to one tenth of one percent (.1%) of the contract price.

**15. Title to Labor Material and Equipment.** Contractor retains title to all labor materials and equipment provided pursuant to this contract until such time as Owner has paid for such items.

**16. Mechanics' Lien.** Contractor is entitled to pursue all remedies under the laws of the State of California including enforcing a mechanics' lien.

**17. Jurisdiction.** It is understood and agreed that this contract shall be deemed to have been made and entered into and to be performed in San Jose, Santa Clara County, California, and any litigation shall be limited to Santa Clara County, and final payment to complete performance of this contract shall be made in San Jose, CA.

# GENERAL CONTRACT PROVISIONS

(10-25-10)

**18. Disclosure.** Contractor is required to disclose that any question in connection with this matter or the Contractor can be brought to the attention of the Registrar of the Board, Contractor's State Licensing Board, P. O. Box 26000, Sacramento, CA 95826.

**19. Owner is Solely Responsible for Hazardous Material or Waste.** Owner agrees that he is solely responsible for the removal, treatment, isolation, or whatever may be necessary concerning any hazardous material or waste that may be present on the job site, and in some way connected to the work to be performed pursuant to this contract.

Owner agrees to hold Contractor harmless and to defend Contractor from damages, claims or otherwise that may result from the existence of such hazardous material or substance.

**20. Waiver of Subrogation.** Owner and Contractor waive all rights against each other for damages caused by Contractor to the extent such loss is covered by insurance held by Owner.

**21. Severability.** Owner and Contractor agree that if any provision of this contract is determined to be illegal or unenforceable for any reason, the same shall be severed from this contract and the remainder shall be given full force and effect.

**22. Modification.** Owner and Contractor agree that the contract, these general contract provisions, and any addendum executed concurrently herewith reflect all of the promises and agreements made by them. Any other modifications or any changes made to this printed agreement are void.

**23. Waiver.** No waiver or failure by Contractor to enforce any breach of this contract shall be construed as a waiver of any future breaches or waivers of the contract.

**24. Contract Fully Integrated.** The construction contract and all incorporations are deemed fully integrated.

**25.** Owner agrees to pay an additional 10% of the contract price should any legal proceedings be commenced or maintained by Owner in any jurisdiction other than in the Superior Court of Santa Clara County, California.

**26.** Owner acknowledges that due to building's condition, that it is virtually impossible for Contractor to perform his work to such a degree that no standing water will appear, and he understands that such water is not a defect in the roofing work and it does not require repair and is covered by the warranty.

**27.** Should Owner fail to make any payments as required by the contract, he agrees that Contractor is fully authorized at Contractor's sole discretion, to terminate this contract and to vacate the job site. Owner will be liable for all Contractor's expenses to return to the job site should contractor thereafter agree to return to the job site at Owner's request.

If you would like to go ahead with your roofing project, we need you to sign the Contract, Initial Scope of Work next to the option(s) that you choose and fill out the attached form to schedule your job.

The form is for the foreman. Please TYPE or PRINT clearly and return with your signed Contract, Scope of Work and Deposit.

Thank You,  
*Farbod Dinyari.*

Honorable Mayor and Members  
of the Newman City Council

Agenda Item: **9.a.**  
City Council Meeting  
of November 8, 2011

**REPORT ON NUISANCE ABATEMENT**

**RECOMMENDATION:**

Adopt Resolution No. 2011- , Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.

**BACKGROUND:**

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

**ANALYSIS:**

This notice informs property owners of all nuisance abatement procedures, option and their right to object at a public hearing. It is anticipated that many property owners will comply with the abatement notices prior to the hearing date. A final compliance survey will be done on Monday, October 24, 2011. A list of properties that have not complied with the abatement notice will be handed out at the council meeting prior to the public hearing.

**FISCAL IMPACT:**

None

**CONCLUSION:**

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

**ATTACHMENTS:**

1. Resolution No. 2011- , a resolution declaring the existence of a public nuisance
2. Exhibit A – Abatement List

Respectfully submitted,



Randy Richardson, Chief of Police

**REVIEWED/CONCUR:**



Michael Holland, City Manager

**RESOLUTION NO. 2011-**

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

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

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

WHEREAS, said hearing was held on November 8, 2011, at 7:00 p.m., as in said notice provided; and,

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

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

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 8<sup>th</sup> day of November, 2011 by Council Member \_\_\_\_\_, who moved its adoption, which motion was duly seconded and was adopted upon roll call vote.

AYES:  
NOES:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

**City of Newman**  
Abatement list

- 1. 1905 Sydney Street**  
Garbage and debris along the side yard of the property

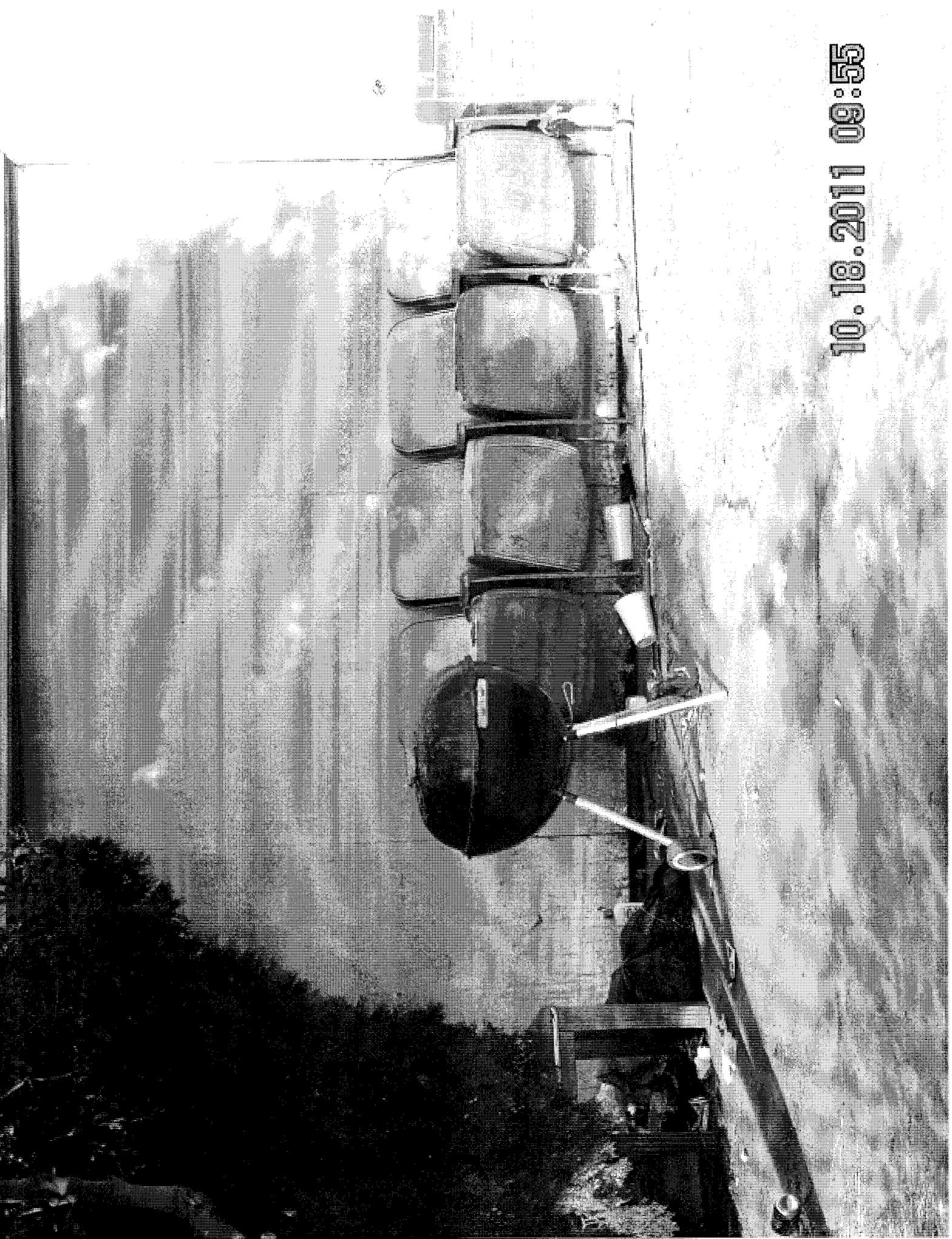


10.18.2011 09:55

10-18-2011 09:55



10.18.2011 09:55



Honorable Mayor and Members  
of the Newman City Council

**APPROVAL OF HOME SUB-RECIPIENT AGREEMENT**

**RECOMMENDATION:**

Adopt Resolution No. 2011- authorizing the City Manager to execute an agreement with the City of Turlock designating the City of Newman as a Sub-Recipient of HOME Funds for fiscal year 2011-2012.

**BACKGROUND:**

The City of Newman has been a part of the City of Turlock/Stanislaus County HOME Consortium for the past six years. In order to receive HOME funds, the City must be designated as a sub-recipient; this designation is renewed on an annual basis.

**ANALYSIS:**

This agreement designates the City of Newman as a HOME sub-recipient of HOME funds for the 2011-2012 fiscal year. As a member of the HOME Consortium, the City of Newman has been allocated \$146,153.51 (\$137,139.88 program, \$9,013.63 administration) for this fiscal year.

**FISCAL IMPACT:**

Positive, the City of Newman will benefit from \$146,153.51 in HOME funding.

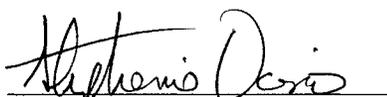
**CONCLUSION:**

Staff recommends the Council adopt the attached resolution authorizing the City Manager to execute said agreement with the City of Turlock.

**ATTACHMENTS:**

1. Exhibit A – Agreement designating the City of Newman as a Sub-Recipient of HOME Funds for fiscal year 2010-2011.
2. Exhibit B – Resolution No. 2011-

Respectfully submitted,

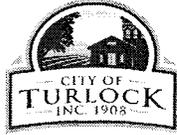


Stephanie Ocasio  
Assistant Planner

**REVIEWED/CONCUR**



Michael Holland  
City Manager



**ANNUAL FUNDING AGREEMENT  
DESIGNATING NEWMAN  
AS A SUB-RECIPIENT OF HOME INVESTMENT  
PARTNERSHIP PROGRAM FUNDS  
FISCAL YEAR 2011-2012**



**THIS AGREEMENT** is made and entered into this 22nd day of June 2011, by and between the **CITY OF TURLOCK**, hereafter called "CITY" and the **CITY OF NEWMAN**, hereinafter called "NEWMAN."

**WITNESSETH:**

**WHEREAS**, NEWMAN has entered into a Cooperative Agreement as a member of the Stanislaus Urban County for HOME funds to the United States Department of Housing and Urban Development (HUD) and as such makes NEWMAN eligible to participate and a member jurisdiction in the HOME program; and

**WHEREAS**, the CITY and the Stanislaus Urban County have entered into a Cooperative Agreement to form the City of Turlock/Stanislaus County HOME Consortium to qualify for HOME Investment Partnership Act funds, funded by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, the CITY serves as the lead agency of the Consortium, designated by HUD as the HOME Program Participating Jurisdiction; and

**WHEREAS**, the CITY and NEWMAN have determined that it is mutually beneficial to have CITY disburse HOME funds for HOME-eligible activities in NEWMAN; and

**WHEREAS**, NEWMAN must be designated a HOME Sub-recipient in order to directly execute contracts for HOME-funded activities;

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

1. Upon execution of this Agreement, NEWMAN shall be designated as a HOME Sub-recipient for 2011-2012 fiscal year funds for the purpose of administering HOME-eligible activities in NEWMAN, the funds for which shall be disbursed by the CITY. The maximum amount of fiscal year 2011-2012 HOME funds covered by this Agreement shall be One Hundred Forty-six Thousand One Hundred Fifty-three and 51/100<sup>ths</sup> Dollars (**\$146,153.51**), (\$137,139.88 program; \$9,013.63 administration). In the event that HUD reduces the HOME allocation to the Consortium, NEWMAN's allocation will be reduced proportionately.
2. NEWMAN acknowledges that there is a timeliness deadline in the expenditure of the allocated funds. Failure to expend the funds in a timely manner as set forth in the City of Turlock/Stanislaus County HOME Consortium Policies and Procedures may result in funds being redirected to other Consortium activities.
3. Activities - NEWMAN will be responsible for administering Fiscal year 2011-2012 HOME funds grant in a manner satisfactory to the CITY and consistent with the

9. CITY and NEWMAN will cooperate in the preparation of, and will furnish any and all information required for reports to be prepared as may be required by HOME regulations including but not limited to the Consolidated Plan, the annual performance report and any quarterly reports required by CITY.
10. NEWMAN agrees that program income and assets will be retained by NEWMAN and must be accounted for and kept separately from other funds in compliance with HOME regulations.
11. Loan repayments, interest or other return on NEWMAN's investment of HOME funds disbursed through this contract shall be collected by NEWMAN and may retain payments for future activities funded with HOME funds in accordance with HOME regulations.
12. NEWMAN shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
13. NEWMAN agrees to comply with all requirements, which are now, or which may hereafter be imposed by HUD for the HOME Program, as well as such requirements as may be imposed by the City of Turlock/Stanslaus County HOME Consortium.
14. NEWMAN shall be responsible for conducting the environmental review of any project assisted through this contract in compliance with the National Environmental Protection Act and 24 CFR 58. A copy of any such review shall be sent to the CITY for CITY's review, approval and formal acceptance.
15. NEWMAN agrees that it will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Acts of 1964, and that no person in the United States shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation or any other non-merit factors be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available to CITY and NEWMAN pursuant to this contract.
  - a. Deny any services or other benefit provided under the program or activity;
  - b. Provide any service or other benefit which is different or is provided in a different form from that provided to others under the program or activity;
  - c. Subject to segregated or separate treatment in any facility in or in any manner or process related to receipt of any service or benefit under the program or activity;
  - d. Restrict in any way the enjoyment of any advantage or privilege enjoyed by other receiving any service or benefit under the program or activity;
  - e. Treat an individual differently from others in determining whether that individual satisfies any admission enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any services or other benefit provided under the program or activity; or
  - f. Deny an opportunity to participate in a program or activity as an employee.

section.

23. *Close-outs* - NEWMAN obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that NEWMAN has control over HOME funds.
24. *Compliance* - NEWMAN shall comply with current HUD policy concerning uniform administrative requirements and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the CITY upon termination of this agreement. (Refer to 24 CFR Part 85).
25. *OMB Standards* - Unless specified otherwise within this agreement, NEWMAN shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.
26. *Land Covenants* - This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352). In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, NEWMAN shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the NEWMAN and the United States are beneficiaries of and entitled to enforce such covenants.  
  
NEWMAN, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
27. *Architectural Barriers Act of 1968* - The Architectural Barriers Act of 1968 U.S.C. 4151 is applicable to this agreement and requires that the design of any facility constructed with funds from this title comply with the "American Standard Specifications for Making Buildings and Facilities Accessible, and Usable by, the Physically Handicapped," Number A-117.1-19 as modified (42 CFR 101-17.703). It will require that the design of any building constructed or rehabilitated with funds paid to NEWMAN by the CITY under this contract will comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Useable by the Physically Handicapped".
28. *Section 504* - NEWMAN agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.
29. *Affirmative Action - Approved Plan* - NEWMAN agrees that it shall be committed to carry out pursuant to the applicable provisions of HOME regulations Section 92.351 the Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

decorating).

36. *Prevailing Wage* - NEWMAN will comply with the minimum wage and maximum hourly provisions of the Fair Labor Standards Act, and applicable provisions of the Davis-Bacon Act and the Contract Work Hours Standards Act. Inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project should be directed to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.
37. *Salaries* - The salaries paid under this contract shall be in accordance with the following provision of OMB Circular A-87 and 24 CFR Part 92.207 (a) (1) Eligible Administrative and Planning Costs.
38. *General.* Compensation for personal services includes all remuneration, paid currently or accrued, for services rendered during the period of performance under the grant agreement, including but not necessarily limited to wages, salaries, and supplementary compensation and benefits. The costs of such compensation are allowable to the extent that total compensation for individual employees: (1) is reasonable for the service rendered, (2) follows an appointment made in accordance with State, Local, or Indian Tribal Government laws and rules and which meets Federal merit system or other requirements, where applicable. Compensation for employees engaged in federally assisted activities will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the State, Local, or Indian Tribal Government. In cases where the kinds of employees required for the federally assisted activities are not found in the other activities of the State, Local, or Tribal Government, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the employing government competes for the kind of employees involved. Compensation surveys providing data representative of the labor market involved will be an acceptable basis for evaluating reasonableness.
39. The CITY may, at its discretion, complete a salary comparability study within the intent of OMB Circular A-87, Paragraph 10(a).
40. "Section 3" Clause - Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the CITY. NEWMAN certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements. NEWMAN further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:
41. The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

50. **IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by and through their respective officers' thereunto duly authorized.

**CITY OF TURLOCK**

**CITY OF NEWMAN**

By: \_\_\_\_\_  
Roy W. Wasden, City Manager

By: \_\_\_\_\_  
Michael E. Holland, City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Phaedra A. Norton, City Attorney

By: \_\_\_\_\_  
Thomas Hallinan, City Attorney

ATTEST:

By: \_\_\_\_\_  
Rhonda Greenlee, MMC, City Clerk



**ANNUAL FUNDING AGREEMENT  
DESIGNATING NEWMAN  
AS A SUB-RECIPIENT OF HOME INVESTMENT  
PARTNERSHIP PROGRAM FUNDS  
FISCAL YEAR 2011-2012**



**THIS AGREEMENT** is made and entered into this 22nd day of June 2011, by and between the **CITY OF TURLOCK**, hereafter called "CITY" and the **CITY OF NEWMAN**, hereinafter called "NEWMAN."

**WITNESSETH:**

**WHEREAS**, NEWMAN has entered into a Cooperative Agreement as a member of the Stanislaus Urban County for HOME funds to the United States Department of Housing and Urban Development (HUD) and as such makes NEWMAN eligible to participate and a member jurisdiction in the HOME program; and

**WHEREAS**, the CITY and the Stanislaus Urban County have entered into a Cooperative Agreement to form the City of Turlock/Stanislaus County HOME Consortium to qualify for HOME Investment Partnership Act funds, funded by the U.S. Department of Housing and Urban Development; and

**WHEREAS**, the CITY serves as the lead agency of the Consortium, designated by HUD as the HOME Program Participating Jurisdiction; and

**WHEREAS**, the CITY and NEWMAN have determined that it is mutually beneficial to have CITY disburse HOME funds for HOME-eligible activities in NEWMAN; and

**WHEREAS**, NEWMAN must be designated a HOME Sub-recipient in order to directly execute contracts for HOME-funded activities;

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

1. Upon execution of this Agreement, NEWMAN shall be designated as a HOME Sub-recipient for 2011-2012 fiscal year funds for the purpose of administering HOME-eligible activities in NEWMAN, the funds for which shall be disbursed by the CITY. The maximum amount of fiscal year 2011-2012 HOME funds covered by this Agreement shall be One Hundred Forty-six Thousand One Hundred Fifty-three and 51/100<sup>ths</sup> Dollars (**\$146,153.51**), (\$137,139.88 program; \$9,013.63 administration). In the event that HUD reduces the HOME allocation to the Consortium, NEWMAN's allocation will be reduced proportionately.
2. NEWMAN acknowledges that there is a timeliness deadline in the expenditure of the allocated funds. Failure to expend the funds in a timely manner as set forth in the City of Turlock/Stanislaus County HOME Consortium Policies and Procedures may result in funds being redirected to other Consortium activities.
3. Activities - NEWMAN will be responsible for administering Fiscal year 2011-2012 HOME funds grant in a manner satisfactory to the CITY and consistent with the

standards, policies and procedures required as a condition of providing these funds. Such program will include the following activities eligible under the HOME Investment Partnership Grant Program (HOME).

- a. Activity #1- Funding will be provided for down payment assistant for income eligible families and persons who fulfill the criteria of the HOME program.
  - b. Activity #2- Funding will be provided for repairs and rehabilitation of homes of income eligible persona and families who meet the program criteria of the HOME program.
  - c. Activity #3 – Development and/ or construction of affordable housing units in accordance with HOME guidelines.
4. NEWMAN agrees that any HOME-eligible activities funded through this Agreement shall be confirmed with a written contract that contains the provisions specified in 24 CFR Part 92.504. In addition, any contract made between NEWMAN and another entity for the use of HOME funds pursuant to this Agreement shall comply with all applicable HOME regulations and shall be enforced by deed restriction. The form of the contract shall be approved by CITY in advance of its execution. A copy of all contracts for HOME-funded activities shall be sent to the CITY.
5. NEWMAN agrees to abide by uniform administrative requirements stated in 24 CFR Part 92.505.
6. Any and all notices, writings, correspondences, etc., as required by this Agreement shall be directed to NEWMAN and CITY as follows:

**NEWMAN**

Michael E. Holland, City Manager  
1162 Main Street  
Newman, CA 95360  
(209) 862-3725

**CITY**

Maryn Pitt, Manager  
Housing Program Services Division  
156 South Broadway, Suite 140  
Turlock CA 95380  
(209) 668-5610

7. This Agreement shall be in effect until June 30, 2012, or until all fiscal year 2011-2012 HOME funds allocated to NEWMAN are disbursed to NEWMAN or for the duration of any regulatory agreement executed in conjunction with a project financed with fiscal year 2011-2012 HOME funds, whichever is longer.
8. CITY and NEWMAN shall maintain, on a current basis, complete records, including, but not limited to, contracts, books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this contract in accordance with HOME regulations. To the extent permitted by law, CITY and NEWMAN will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract.

Records shall be maintained for a period of five years or in accordance with 24 CFR Part 92.508(c), whichever is longer.

9. CITY and NEWMAN will cooperate in the preparation of, and will furnish any and all information required for reports to be prepared as may be required by HOME regulations including but not limited to the Consolidated Plan, the annual performance report and any quarterly reports required by CITY.
10. NEWMAN agrees that program income and assets will be retained by NEWMAN and must be accounted for and kept separately from other funds in compliance with HOME regulations.
11. Loan repayments, interest or other return on NEWMAN's investment of HOME funds disbursed through this contract shall be collected by NEWMAN and may retain payments for future activities funded with HOME funds in accordance with HOME regulations.
12. NEWMAN shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
13. NEWMAN agrees to comply with all requirements, which are now, or which may hereafter be imposed by HUD for the HOME Program, as well as such requirements as may be imposed by the City of Turlock/Stanislaus County HOME Consortium.
14. NEWMAN shall be responsible for conducting the environmental review of any project assisted through this contract in compliance with the National Environmental Protection Act and 24 CFR 58. A copy of any such review shall be sent to the CITY for CITY's review, approval and formal acceptance.
15. NEWMAN agrees that it will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Acts of 1964, and that no person in the United States shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation or any other non-merit factors be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available to CITY and NEWMAN pursuant to this contract.
  - a. Deny any services or other benefit provided under the program or activity;
  - b. Provide any service or other benefit which is different or is provided in a different form from that provided to others under the program or activity;
  - c. Subject to segregated or separate treatment in any facility in or in any manner or process related to receipt of any service or benefit under the program or activity;
  - d. Restrict in any way the enjoyment of any advantage or privilege enjoyed by other receiving any service or benefit under the program or activity;
  - e. Treat an individual differently from others in determining whether that individual satisfies any admission enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any services or other benefit provided under the program or activity; or
  - f. Deny an opportunity to participate in a program or activity as an employee.

16. If NEWMAN withdraws from the Consortium and it becomes a HOME Participating Jurisdiction, at NEWMAN's request and with HUD approval CITY shall transfer to NEWMAN any accounts receivable attributable to NEWMAN's allocation of HOME funds, any NEWMAN allocation of HOME funds, and any Program Income attributable to NEWMAN's HOME allocation on hand at the time NEWMAN withdraws from the Consortium. Along with this transfer, NEWMAN shall assume all obligations and responsibilities attributable to such funds.
17. If NEWMAN withdraws from the Consortium and does not become a HOME Participating Jurisdiction, CITY shall retain any accounts receivable attributable to NEWMAN's allocation of HOME funds, any NEWMAN allocation of HOME funds, and any Program Income attributable to NEWMAN's HOME allocation on hand at the time NEWMAN withdraws from the Consortium. CITY shall retain all obligations and responsibilities attributable to such funds.
18. As specified in 24 CFR Part 85.43 breach of this Agreement may result in the suspension or termination of NEWMAN as a sub-recipient of HOME funds.
19. Uniform Administration Requirements. Insofar as they are applicable to activities conducted hereunder, NEWMAN agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State and Local Governments", with Revised Circular A-102, "Grants and Cooperative Agreements with State and Local Governments", and 24 CFR Part 85 (the "common rule"), "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments".
20. Financial Management - Refer to Federal regulations 24 CFR Parts 84.20 and 85.20 and Treasury Circular 1075.
21. *Accounting Standards* - NEWMAN agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
22. *Auditing* - NEWMAN shall retain all books, records, and other documents to this contract for five (5) years after reconveyance and affordability period whichever is longer. The U.S. Comptroller General and his representatives are vested with the authority to examine any records of NEWMAN [or Contractor] or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or any subcontract; and interview any officer or employee of NEWMAN [or Contractor] or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions. Additionally, HOME provides authority for any representatives of an appropriate Inspector General to examine any records or interview any employee or officers of NEWMAN or its subcontractors working on this contract. NEWMAN is advised that any representatives of an appropriate Inspector General appointed have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors, or other firms working on this contract. This right of examination shall also include inspection at all reasonable times of NEWMAN plans, or parts of them, engaged in performing the agreement. Any deficiencies noted in audit reports must be fully cleared by NEWMAN within thirty (30) days after receipt by NEWMAN. The CITY shall have, in addition to any other audit or inspection right in this contract, all the audit and inspection rights contained in this

section.

23. *Close-outs* - NEWMAN obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that NEWMAN has control over HOME funds.
24. *Compliance* - NEWMAN shall comply with current HUD policy concerning uniform administrative requirements and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the CITY upon termination of this agreement. (Refer to 24 CFR Part 85).
25. *OMB Standards* - Unless specified otherwise within this agreement, NEWMAN shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.
26. *Land Covenants* - This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352). In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, NEWMAN shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the NEWMAN and the United States are beneficiaries of and entitled to enforce such covenants.  
  
NEWMAN, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
27. *Architectural Barriers Act of 1968* - The Architectural Barriers Act of 1968 U.S.C. 4151 is applicable to this agreement and requires that the design of any facility constructed with funds from this title comply with the "American Standard Specifications for Making Buildings and Facilities Accessible, and Usable by, the Physically Handicapped," Number A-117.1-19 as modified (42 CFR 101-17.703). It will require that the design of any building constructed or rehabilitated with funds paid to NEWMAN by the CITY under this contract will comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Useable by the Physically Handicapped".
28. *Section 504* - NEWMAN agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.
29. *Affirmative Action - Approved Plan* - NEWMAN agrees that it shall be committed to carry out pursuant to the applicable provisions of HOME regulations Section 92.351 the Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

30. *Women and Minority-Owned Businesses (W/MBE)* - NEWMAN will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. NEWMAN may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
31. *Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement* - NEWMAN, in all solicitations or advertisements for employees placed by or on behalf of NEWMAN, state that it is an Equal Opportunity or Affirmative Action employer. (Refer to Home regulations 92.505, 41 CFR 60, Executive Orders 11246, 12086, 12 U. S. C. 1701 U.
32. Public notices, job vacancies should be published in minority publications whenever possible.
33. *Prohibited Activity* - NEWMAN is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
34. No member, officer, or employee of the CITY or NEWMAN or their designees or agents, including employees and officers of community and advisory agencies that assist NEWMAN in developing the projects, who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with the program assisted under the grant. NEWMAN agrees to incorporate or cause to be incorporated in all its agreements with its designees or agents, and including the above described groups, and in all agreements, contracts and subcontracts for work to be performed in connection with the program assisted under the grant, including agreements with NEWMAN as defined in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.
35. *Labor Standards* - HOME requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated into this contract and any subcontracts that that are in excess of \$2,000 for construction, alteration or repair (including painting and

decorating).

36. *Prevailing Wage* - NEWMAN will comply with the minimum wage and maximum hourly provisions of the Fair Labor Standards Act, and applicable provisions of the Davis-Bacon Act and the Contract Work Hours Standards Act. Inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project should be directed to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.
37. *Salaries* - The salaries paid under this contract shall be in accordance with the following provision of OMB Circular A-87 and 24 CFR Part 92.207 (a) (1) Eligible Administrative and Planning Costs.
38. *General.* Compensation for personal services includes all remuneration, paid currently or accrued, for services rendered during the period of performance under the grant agreement, including but not necessarily limited to wages, salaries, and supplementary compensation and benefits. The costs of such compensation are allowable to the extent that total compensation for individual employees: (1) is reasonable for the service rendered, (2) follows an appointment made in accordance with State, Local, or Indian Tribal Government laws and rules and which meets Federal merit system or other requirements, where applicable. Compensation for employees engaged in federally assisted activities will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the State, Local, or Indian Tribal Government. In cases where the kinds of employees required for the federally assisted activities are not found in the other activities of the State, Local, or Tribal Government, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the employing government competes for the kind of employees involved. Compensation surveys providing data representative of the labor market involved will be an acceptable basis for evaluating reasonableness.
39. The CITY may, at its discretion, complete a salary comparability study within the intent of OMB Circular A-87, Paragraph 10(a).
40. "Section 3" Clause - Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the CITY. NEWMAN certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements. NEWMAN further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:
41. The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

42. NEWMAN further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
43. NEWMAN certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.
44. Notifications - NEWMAN agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
45. Subcontracts - NEWMAN will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the HUD. NEWMAN will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
46. NEWMAN shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
47. NEWMAN agrees to comply with all requirements, which are now, or which may hereafter be imposed by HUD for the HOME Program, as well as such requirements as may be imposed by the City of Turlock/Stanislaus County HOME Consortium.
48. NEWMAN agrees that it will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Acts of 1964, and that no person in the United States shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation or any other non-merit factors be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available to CITY and NEWMAN pursuant to this contract.
49. To comply with the HOME regulation that funds be spent within 15 days of disbursement, NEWMAN shall request reimbursement of expenditures.

50. **IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by and through their respective officers' thereunto duly authorized.

**CITY OF TURLOCK**

**CITY OF NEWMAN**

By: \_\_\_\_\_  
Roy W. Wasden, City Manager

By: \_\_\_\_\_  
Michael E. Holland, City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Phaedra A. Norton, City Attorney

By: \_\_\_\_\_  
Thomas Hallinan, City Attorney

ATTEST:

By: \_\_\_\_\_  
Rhonda Greenlee, MMC, City Clerk

Honorable Mayor and Members  
of the Newman City Council

**APPROVING A CONTRACT AMENDMENT FOR THE CITY OF NEWMAN WWTP  
GROUNDWATER MONITORING SERVICES WITH STANTEC CONSULTING SERVICES INC.**

**RECOMMENDATION:**

It is recommended that the City Council approve a contract amendment in the amount of \$21,600.00 to the Groundwater Monitoring Services Agreement with Stantec Consulting Services Inc. and authorize the City Manager to execute the agreement.

**BACKGROUND:**

The purpose of the original Groundwater Monitoring Services Agreement for the Wastewater Treatment Plant (WWTP), dated June of 2008 was to develop a groundwater, wastewater and surface water quality/elevation database and map templates (Task 1). In addition the agreement covered the first ten quarters of reporting to the Regional Water Quality Control Board (Task 2). Amendment 1 dated March of 2011 covers quarterly monitoring to the RWQCB from the first quarter of 2011 through the fourth quarter of 2013.

The City has purchased additional farmland for the disposal of the WWTP's treated wastewater. Prior to the City applying treated wastewater to the land the RWQCB has required that the City install two additional monitoring wells on the new property, furthermore the City must obtain quarterly samples to develop a baseline of existing groundwater quality. The proposed monitoring wells are also a requirement of the ongoing WWTP permit renewal process.

**ANALYSIS:**

On July 1, 2008 the City entered into an agreement with Eco:logic Engineering (now conducting business as Stantec Consulting Services Inc.) in the amount of \$20,900.00. On March 17, 2011 Amendment 1 in the amount of \$22,800.00 was enacted to continue quarterly reporting as per Regional Board requirements. Due to the purchase of additional farmland and ongoing permit renewal negotiations with the RWQCB, the consultant is requesting a second amendment to the contract for the monitoring well installation and required reporting in the amount of \$21,600.00. Included with the staff report is the Contract Amendment Request. This is a budgeted item and, therefore no budget adjustment is required. This is a Wastewater Fund expense and not a General Fund expense.

**FISCAL IMPACT:**

Contract Amendment Request - \$21,600.00

Funding: Sewer Fund - \$21,600.00

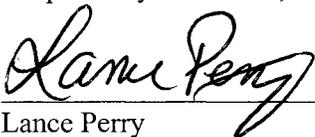
**CONCLUSION:**

The scope of work for the Groundwater Monitoring Services Agreement has increased due to the purchase of additional farmland and ongoing permit negotiations with the RWQCB. The consultant has requested an amendment to the contract in the amount of \$21,600.00 to cover the additional work. Therefore, staff recommends City Council approve a contract amendment in the amount of \$21,600.00 for the Groundwater Monitoring Services Agreement with Stantec Consulting Services Inc. and authorize the City Manager to execute the agreement.

**ATTACHMENTS:**

1. Groundwater Monitoring Well Installation and Reporting Services Amendment Request

Respectfully Submitted,



Lance Perry  
Wastewater Superintendent

**REVIEWED/CONCUR:**



Michael E. Holland  
City Manager



**Stantec**

**PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER**

		Date	23 September 2011
Consultant:	STANTEC CONSULTING SERVICES INC. Tom Butler 3875 Atherton Road, Rocklin, CA 95765 Ph: (916) 773-8100 Fx: (916) 773-8448 email: thomas.butler@stantec.com	Stantec Project # Stantec Opportunity Pipeline #	184030113
Client:	CITY OF NEWMAN Garner Reynolds P.O. Box 787 1162 Main Street, Newman, CA 95360 Ph: (209) 862-4448 Fx: (209) 862-3199 email: greynolds@cityofnewman.com	Client Project # Change Order #	2 (amendment)
Project Name and Location:	City of Newman -Groundwater Monitoring Services Newman, California		

In accordance with the original Professional Services Agreement dated 1 July 2008 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Please see the letter dated September 21, 2011 titled "**City of Newman – Groundwater Monitoring Well Installation and Reporting Services**" attached hereto as "*Exhibit A*" the scope of services. As stated in the scope of services, Stantec will contract directly with a qualified C-57 licensed driller and use our in house surveying crew to perform the required well location and elevation survey in order to complete the groundwater monitoring well installation project at the City of Newman's wastewater treatment facility.

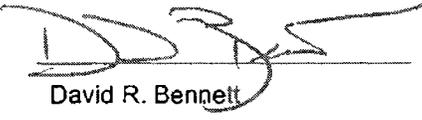
Total fees this Change Order		\$	21,600.00
Original agreement amount		\$	20,900.00
Change Order Number	<u>1</u>	\$	22,800.00
Change Order Number	<u>      </u>	\$	-
Change Order Number	<u>      </u>	\$	-
Change Order Number	<u>      </u>	\$	-
<b>Total Agreement</b>		<b>\$</b>	<b><u>65,300.00</u></b>

Effect on Schedule: N/A

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

**STANTEC CONSULTING SERVICES INC.**

**CITY OF NEWMAN**

Per:   
Name: David R. Bennett  
Title: Senior Principal  
Date Signed: 10-14-11

Per: \_\_\_\_\_  
Name: Michael E. Holland  
Title: City Manager  
Date Signed: \_\_\_\_\_



Stantec

Stantec Consulting Services Inc.  
3520 Brookside Road Suite 141  
Stockton CA 95219  
Tel: (209) 242-0292  
Fax: (209) 461-6444

---

September 21, 2011

City of Newman  
Attention: Garner Reynolds/Lance Perry  
1162 Main Street  
Newman, California 95360

**Subject: City of Newman – Groundwater Monitoring Well Installation and Reporting Services**

The following scope and fee is proposed to complete the groundwater monitoring well installation project at the City of Newman's wastewater treatment facility. The fee assumes that Stantec will contract directly with a qualified C-57 licensed well driller and use our in house surveying crew to perform the required well location and elevation survey. We propose to complete both field and reporting related tasks for a fee of not to exceed \$21,600 without prior authorization. Should you have any questions regarding this scope, please do not hesitate to contact me at (925) 296-2126 or via email at [thomas.butler@stantec.com](mailto:thomas.butler@stantec.com).

Sincerely,  
STANTEC Consulting Services, Inc.

Thomas W. Butler II, PG  
Senior Hydrogeologist/Geochemist

**City of Newman**  
**Monitoring Well Installation Scope of Work**

**Task 1: Monitoring Well Installation (\$14,600)**

This task includes Stantec contracting with a qualified licensed well driller to drill two new groundwater monitoring wells to a depth of about 30 feet below ground surface. During drilling, Stantec will log soil cuttings and develop a lithologic log for each borehole. Based on the lithology encountered, Stantec will provide field well design services to the well driller for completion of the 2" diameter schedule 40 PVC monitoring wells. The wells will be completed with above ground completions and developed to remove sediment from the well. Stantec staff will also conduct one site visit approximately one week in advance of scheduled drilling activities to mark the well locations and notify USA. We assume that City staff will mark any of their owned utilities, such as buried irrigation conveyance prior to drilling.

The monitoring wells will be installed in general conformance with the May 2011 Monitoring Well Installation Workplan as amended.

**Task 2: Groundwater Monitoring Well Installation Report and Survey (\$7,000)**

As required by the Regional Board, a groundwater monitoring well installation report will be prepared documenting the lithology encountered during drilling, the construction of the monitoring wells, and the results of the monitoring well survey (horizontal coordinates and vertical elevation). A complete lithologic and well construction log will be prepared for each of the new wells and provided to the Regional Board. The monitoring well's survey will be completed by Stantec's Modesto surveying team.

Honorable Mayor and Members  
of the Newman City Council

**ADOPT RESOLUTION NO. 2011- , AWARDING THE M STREET ALLEY SEWER LINE  
REPLACEMENT PROJECT TO MCI ENGINEERING**

**RECOMMENDATION:**

It is recommended that the Newman City Council adopt Resolution No. 2011- , awarding the M Street Alley Sewer Line Replacement Project to MCI Engineering for a not-to-exceed amount of \$125,600.00.

**BACKGROUND:**

The M Street alley sewer line, between Driskell Avenue and Merced Street, is a vitrified clay pipeline that is approximately 80 years old. The pipeline has exceeded its life expectancy and is in need of replacement. City staff typically spends approximately 3-5 hours per week cleaning and maintaining the line to prevent clogging and potential sewer overflows. In addition, the sewer manholes are constructed of brick, have deteriorated and are in need of replacement. This project is included in the draft Capital Improvement Program.

**ANALYSIS:**

The City advertised for bids for approximately three weeks; received bids were opened and read on October 27, 2011 at 2:00 pm. A total of seven qualifying bids were submitted for this project. The Engineer's Estimate for the project is \$120,000.00 to 180,000.00. The City Engineer has reviewed the bids and found them to be in proper order. The lowest responsible bidder for this project has been determined to be MCI Engineering with a bid amount of \$125,600.00 (see attachment 2 for the abstract of the bids). This project is budgeted in the Fiscal Year 2011/12 Annual Budget.

**FISCAL IMPACT:**

MCI Engineering Construction Bid - \$125,600.00

11/12 Sewer Fund - \$200,000.00

**CONCLUSION:**

The City of Newman advertised and received bids for the M Street Alley Sewer Line Replacement Project. MCI Engineering has been determined to be the lowest responsible bidder with a bid amount of \$125,600.00. Therefore, staff recommends City Council adopt Resolution No. 2011- , awarding the bid for the M Street Alley Sewer Line Replacement Project to MCI Engineering for a not-to-exceed amount of \$125,600.00.

**ATTACHMENTS:**

1. Resolution No. 2011- , awarding the M Street Alley Sewer Line Replacement Project to MCI Engineering
2. Abstract of Bids

Respectfully Submitted,



Garner Reynolds  
Director of Public Works

**REVIEWED/CONCUR:**



Michael E. Holland  
City Manager

**RESOLUTION NO. 2011-**

**AWARDING A CONTRACT FOR THE M STREET ALLEY SEWER LINE REPLACEMENT PROJECT TO MCI ENGINEERING**

WHEREAS, the City Manager of the City of Newman has recommended that the City Council approve a contract with MCI Engineering for the M Street Alley Sewer Line Replacement Project; and

WHEREAS, the City of Newman has solicited for and received bids shown in attachment 2; and

WHEREAS, MCI Engineering has been determined to be the lowest responsible bidder in the amount of \$125,600.00; and

WHEREAS, the City Council is desirous of entering into a contract with MCI Engineering; and

WHEREAS, the City Council of the City of Newman has available funding for the M Street Alley Sewer Line Replacement Project; 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 MCI Engineering.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman hereby approves the contract with MCI Engineering and authorizes the City Manager to execute said contract for the M Street Alley Sewer Line Replacement Project.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 8<sup>th</sup> day of November 2011 by Council Member \_\_\_\_\_, who moved its adoption which motion was duly seconded and was upon roll call carried and the resolution adopted by the following vote:

AYES:  
NOES:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Mayor of the City of Newman

ATTEST:

\_\_\_\_\_  
Deputy City Clerk of the City of Newman

CITY OF NEWMAN  
M Street Sewer Line Replacement Project  
BID RESULTS

10/27/2011 2:00 PM

Item No.	Description	Estimated Quantity	MCI Engineering		Rolfe Construction		Fermin Sierra Construction, Inc.	
			Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
1	Sheeting, Shoring and Bracing	LUMP SUM	\$ 950.00	\$ 950.00	\$ 13,000.00	\$ 13,000.00	\$ 3,500.00	\$ 3,500.00
2	Storm Water Pollution Prevention Plan or Erosion Control Plan	LUMP SUM	\$ 2,750.00	\$ 2,750.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00
3	8-Inch PVC Gravity Pipe	1,442 LF	\$ 57.50	\$ 82,915.00	\$ 65.00	\$ 93,730.00	\$ 75.00	\$ 108,150.00
4	Service Saddles	30 EA	\$ 240.00	\$ 7,200.00	\$ 200.00	\$ 6,000.00	\$ 250.00	\$ 7,500.00
5	48-Inch Diameter Manhole	2 EA	\$ 7,200.00	\$ 14,400.00	\$ 5,000.00	\$ 10,000.00	\$ 8,500.00	\$ 17,000.00
6	Aggregate Base	185 TONS	\$ 31.00	\$ 5,735.00	\$ 25.00	\$ 4,625.00	\$ 20.00	\$ 3,700.00
7	Asphalt Concrete	500 SF	\$ 7.20	\$ 3,600.00	\$ 10.00	\$ 5,000.00	\$ 5.00	\$ 2,500.00
8	Concrete Alley Approach Repairs	322 SF	\$ 25.00	\$ 8,050.00	\$ 20.00	\$ 6,440.00	\$ 10.00	\$ 3,220.00
<b>TOTAL BID AMOUNT</b>			<b>\$</b>	<b>125,600.00</b>	<b>\$</b>	<b>143,795.00</b>	<b>\$</b>	<b>146,570.00</b>

CITY OF NEWMAN  
M Street Sewer Line Replacement Project  
BID RESULTS

10/27/2011 2:00 PM

Michael Wheeler Construction		Mid-Cal Pipeline & Utilities, Inc		MDF Pipeline		Ranger Pipelines, Inc.		Lawrence Backhoe Service	
Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
\$ 8,000.00	\$ 8,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,700.00	\$ 5,700.00	\$ 2,000.00	\$ 2,000.00	\$ 4,500.00	\$ 4,500.00
\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 700.00	\$ 700.00	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00
\$ 69.50	\$ 100,219.00	\$ 75.00	\$ 108,150.00	\$ 88.00	\$ 126,896.00	\$ 105.00	\$ 151,410.00	\$ 86.00	\$ 124,012.00
\$ 400.00	\$ 12,000.00	\$ 400.00	\$ 12,000.00	\$ 315.00	\$ 9,450.00	\$ 200.00	\$ 6,000.00	\$ 185.00	\$ 5,550.00
\$ 5,200.00	\$ 10,400.00	\$ 4,300.00	\$ 8,600.00	\$ 4,500.00	\$ 9,000.00	\$ 5,000.00	\$ 10,000.00	\$ 12,100.00	\$ 24,200.00
\$ 42.00	\$ 7,770.00	\$ 70.00	\$ 12,950.00	\$ 21.00	\$ 3,885.00	\$ 20.00	\$ 3,700.00	\$ 40.00	\$ 7,400.00
\$ 17.00	\$ 8,500.00	\$ 10.00	\$ 5,000.00	\$ 14.00	\$ 7,000.00	\$ 3.00	\$ 1,500.00	\$ 22.00	\$ 11,000.00
\$ 25.50	\$ 8,211.00	\$ 20.00	\$ 6,440.00	\$ 25.00	\$ 8,050.00	\$ 10.00	\$ 3,220.00	\$ 30.00	\$ 9,660.00
<b>\$</b>	<b>158,100.00</b>	<b>\$</b>	<b>160,640.00</b>	<b>\$</b>	<b>170,681.00</b>	<b>\$</b>	<b>178,330.00</b>	<b>\$</b>	<b>189,322.00</b>

**AUTHORIZE THE PURCHASE OF ONE VEHICLE FOR  
POLICE DEPARTMENT ADMINISTRATIVE PURPOSES**

**RECOMMENDATION:**

Adopt Resolution No. 2011- , a resolution authorizing the purchase of one vehicle for police department administrative purposes.

**BACKGROUND:**

The police department currently has one 2004 Chevrolet Impala that is utilized by the Lieutenant. This vehicle is used for emergency response, travel to local meetings, and also used by staff to travel to local and distant training. Often times, other local officials and citizens are transported in this vehicle as well.

The Impala has high-mileage; does not have any useful factory warranty remaining, is becoming problematic, and is not the most fuel efficient for its purpose.

2004 Chevrolet Impala - This vehicle was purchased used in 2005 for approximately \$12,000.00. It has begun to have an overheating issue and other drivability issues. Estimated repairs will exceed \$1,000.00 to correct these problems alone. This vehicle is also beginning to have transmission issues and has a problem where the paint cracks and peels off. It has had the left rear quarter panel re-painted, and it is a close match, but now the left rear door is beginning to crack. Estimates to repair the paint, transmission, and engine issues will exceed \$5,000. This vehicle currently has approximately 110,000 miles.

Staff is in the process of locating a newer vehicle that will be an effective replacement for a cost not to exceed \$20,000.

**ANALYSIS:**

The purchase of a new vehicle would replace the aging Impala and should provide a more reliable vehicle for many years to come. There are many used vehicles available that have factory warranty remaining. At an estimated annual mileage of 6,000, a newer vehicle could have many of its repairs covered under warranty for several years. Staff is currently researching used vehicles and is confident that they will find a vehicle that is more reliable and beneficial to the department and its overall mission. Staff recommends the allocation of funds not to exceed \$20,000.00 toward the purchase of one vehicle.

Staff had previously reported, in April of this year, on the option of leasing vehicles for administrative purposes. Lease negotiations on payments and terms stalled, and since that time, requirements now are including security deposits and money down and the beginning of the lease. Due to the terms of the lease, staff no longer believes that this option is viable for the police department and the type of use our vehicles are subjected to.

The 2004 Chevrolet Impala is beginning to become problematic, both internally and externally, and should be retired. It could be traded in or sold as salvage.

**FISCAL IMPACT:**

The purchase of this vehicle would come from the capitol repair and replacement fund 71-7010-21, not to exceed \$20,000.00.

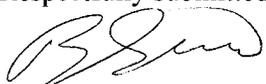
**CONCLUSION:**

This staff report is submitted for City Council consideration and action. Staff recommends adoption of Resolution No. 2011- , a resolution authorizing the purchase of one vehicle for police department administrative purposes.

**ATTACHMENTS:**

1. Resolution No. 2011-

Respectfully submitted,



Brett Short, Police Lieutenant

**REVIEWED/CONCUR:**



Michael Holland, City Manager

**RESOLUTION NO. 2011-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN AUTHORIZING THE PURCHASE OF ONE VEHICLE FOR POLICE DEPARTMENT ADMINISTRATIVE PURPOSES AND AUTHORIZING A BUDGET ADJUSTMENT OF \$20,000.**

WHEREAS, the police department currently has one 2004 Chevrolet Impala that is utilized by the Lieutenant; and

WHEREAS, this vehicle is used for emergency response, travel to local meetings, and also used by staff to travel to local and distant training; and

WHEREAS, the Impala has high-mileage; does not have any useful factory warranty remaining, is becoming problematic, and is not the most fuel efficient for its purpose; and

WHEREAS, staff is in the process of locating a newer vehicle that will be an effective replacement for a cost not to exceed \$20,000.00

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newman to authorize the purchase of one vehicle for police department administrative purposes and authorizes a budget adjustment of \$20,000 to Fund 71-7105-21.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 8<sup>th</sup> day of November, 2011 by Council Member \_\_\_\_\_, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES:  
NOES:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Mayor of the City of Newman

ATTEST:

\_\_\_\_\_  
Deputy City Clerk

**REPORT ON FUNDING FOR IMPROVEMENTS TO THE NEW CITY HALL**

**RECOMMENDATION:**

It is recommended that the Newman City Council approve Resolution No. 2011- authorizing the allocation of funding from the Capital Water, Capital Sewer and Public Facility Impact Fees funds, in the amount of \$83,333 from each fund for improvements to the New City Hall.

**BACKGROUND:**

On July 29<sup>th</sup>, 2011 the City of Newman purchased the Odd Fellow's building, located at 938 Fresno Street. This building is to become the new City Hall; housing the day to day operations of the city. The Administration, Planning, Finance and Public Works departments will be located on the second floor. Prior to the purchase, the building was rebuilt; but, lacks readiness for day to day operations. On September 13<sup>th</sup>, 2011, Council toured the new building and heard a presentation from our City Manager on suggested improvements. Council was in favor of the improvements that were presented. Staff agreed to return at a later time with improvement costs.

**ANALYSIS:**

In order to prepare the new City Hall for operations, several improvements need to be made. Funding will come from existing funds in our Capital Water, Capital Sewer and Public Facility Impact Fees. Improvements to the new City Hall will not impact our General Fund balance. Several of these improvements include carpeting in select areas, wiring for power and network, construction of walls, window treatment, replacement of several doors and casings for security, security system, cameras, counters, desks, partitions, other furniture, setup of server room, and building signage. Nearly all of the improvements are one time purchases whose usefulness will span 15 to 20 years and beyond. In order to meet our goal of being operational at the end of March 2012, staff is requesting approval of the allocation of funding for improvements with the caveat that Staff approaches council on items that exceed \$20,000. Staff realizes that this building represents the residents of the City of Newman as a whole and that it should demonstrate not only it's frugality but it's achievements.

**FISCAL IMPACT:**

The costs are to be shared equally between Capital Water, Capital Sewer and Public Facility Impact Fees. The following budget adjustments would be made:

61-50-7411 – Capital Sewer– City Hall:	\$83,333
64-56-7411 – Capital Water– City Hall:	\$83,333
40-07-7411 – Public Facility Impact Fees – City Hall:	<u>\$83,334</u>
TOTAL:	\$250,000

**CONCLUSION:**

Staff recommends the City Council approve Resolution No. 2011- authorizing the allocation of funding for the improvements to the new City Hall.

**ATTACHMENTS:**

1. Resolution No. 2011-

Respectfully submitted:



Lewis Humphries  
Finance Director

**REVIEWED/CONCUR:**



City Manager  
Michael Holland

**RESOLUTION NO. 2011-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN AUTHORIZING THE ALLOCATION OF FUNDS FOR IMPROVEMENTS TO THE NEW CITY HALL**

WHEREAS, The City of Newman has recently purchased a new City Hall located at 938 Fresno Street,

WHEREAS, The City of Newman recognizes the new City Hall will house the day to day administrative operations of the City,

WHEREAS, The City of Newman recognizes the new City Hall is vacant of furnishings and lacks certain features necessary for the city administration to operate from this location,

WHEREAS, Time is of the essence to prepare the building, as soon as can be reasonably expected, for said operations,

WHEREAS, The City of Newman recognizes that it has already existing funds that are to be specifically used for this type of investment in the City's future.

NOW, THEREFORE, BE IT RESOLVED that the City of Newman authorizes the allocation of funds for improvements to the New City Hall in the amount of \$250,000, that funding is to come in an equal share from Capital Water, Capital Sewer and Public Facility Impact Fees, and that staff will approach council on items exceeding \$20,000.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 8th day of November, 2011 by Council Member \_\_\_\_\_, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

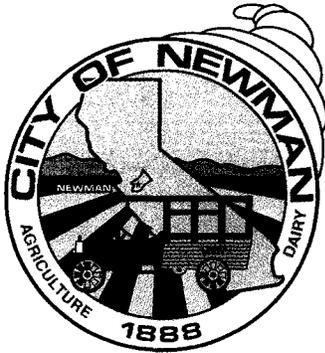
AYES:  
NOES:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Mayor of the City of Newman

ATTEST:

\_\_\_\_\_  
Deputy City Clerk of the City of Newman



**City of Newman  
City Manager's Office  
Memorandum**

**Date:** November 3, 2011  
**To:** Mayor and City Council  
**From:** Michael E. Holland, City Manager *MEN*

**Subject: City Council Item No. 10.f. - Stanislaus County Mayors' Ag Preservation Strategy**

During the September 27<sup>th</sup> meeting, staff and the Mayor lead a discussion regarding a county-wide attempt to collaboratively work together to preserve agricultural lands. Ag preservation has been a topic of the Mayors' Group for a number of years. Within the past twelve months, the group began to incorporate the City Managers and Planning Directors into the process. Each of the Mayors and City Managers has been charged with returning to their respective Councils to engage in a discussion regarding the proposed project/effort, determine support for the current project/effort and, if appropriate, establish a map delineating an urban growth boundary for the year 2050.

At the request of the Council, the Planning Commission held a meeting in October to discuss ag preservation and determine what would be an appropriate urban growth boundary for the year 2050 (should the Council elect to support the countywide endeavor). After a healthy and thought provoking discussion, the Commission voted 4-1 to recommend the Council consider the General Plan's Planning Area boundary as an urban growth boundary for the year 2050. The guiding principle for the Commission's recommendation was centered on the maintaining 'local control'. The majority of the speakers spoke in favor of the Planning Area boundary.

At the forthcoming Council meeting, staff will update the Council on the county-wide effort and present four (4) options for the Council to consider as an urban growth boundary. At the conclusion of the presentation, staff recommends the Council discuss each of the four options and determine whether or not the City of Newman should participate in this county-wide effort. If a majority of the Council supports the effort, staff suggests the Council pick one of the four options. Maps of each of the four options will be provided at the Council meeting.