



AGENDA
NEWMAN CITY COUNCIL
SPECIAL MEETING AUGUST 27, 2013
CITY HALL CONFERENCE ROOM, 6:30 P.M., 938 FRESNO STREET

1. **Call To Order.**
2. **Roll Call.**
3. **Items From The Public.**
4. **Adjourn To Closed Session**
 - a. Conference With Legal Counsel - Potential Litigation – Stanislaus County – One Case - G.C. 54956.9.
 - b. Return To Open Session.
5. **Adjournment.**



AGENDA
NEWMAN CITY COUNCIL
REGULAR MEETING AUGUST 27, 2013
CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET

1. Call To Order.
2. Pledge Of Allegiance.
3. Invocation.
4. Roll Call.
5. Declaration Of Conflicts Of Interest.
6. Ceremonial Matters.
7. Items from the Public - Non-Agenda Items.
8. Consent Calendar
 - a. Waive All Readings Of Ordinances And Resolutions Except By Title.
 - b. Approval Of Warrants. ([View Warrant Register](#))
 - c. Approval Of Minutes Of The August 13, 2013 Meeting. ([View Minutes](#))
 - d. Adopt Resolution No. 2013- , A Resolution Approving The 2013 Street Repairs Project As Complete And Authorizing Ed Katen As Mayor, And Michael E. Holland As City Clerk To Record A Notice Of Completion. ([View Report](#))
9. Public Hearings.
10. Regular Business.
 - a. Report On Mutual Aid Agreement With Merced County. ([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

August 27 - City Council - 7:00 P.M.

August 30 - September 2 - Fall Festival.

September 2 - Labor Day Holiday - City Offices Closed.

September 3 - NCLUSD Board Meeting - 6:00 P.M.

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

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

September 14 - Youth Soccer Season Begins.

September 17 - Two-On-Two Meeting With The School Board - 4:00 P.M.

September 18 - 20 - League Of California Cities Annual Conference - Sacramento.

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

September 24- City Council - 7:00 P.M.

Accounts Payable

AP Check Register for Council



CITY OF NEWMAN
 938 Fresno St. - 2nd Floor
 P.O. Box 787
 Newman, CA 95360
 209-862-3725

User: smendonca

Printed: 08/23/2013 - 1:32 PM

Name	Account	Description	Check Nu	Check D	Amount
ABBOTT & KINDERMANN, LLP	10-15-620	Professional services through 7/20/13	104068	08/12/2013	1,548.11
ADAMSON POLICE PRODUCTS	30-21-710	Enhanced carbine rifle	104070	08/23/2013	857.93
ALLIANCE	10-01-663	FY 13-14 Opportunity Stanislaus Annual Investment	104069	08/12/2013	2,493.00
AMERICAN WATER WORKS	63-56-663	American Water Works Association dues 10/1/13-9/30/14/Millan	104071	08/23/2013	413.00
Associated Engineering Group, Inc.	61-55-752	McPike survey work	104072	08/23/2013	867.00
AT&T MOBILITY	10-21-642	Wireless access @ PD	104073	08/23/2013	404.94
AT&T MOBILITY	10-21-642	Monthly cell phone use 7/6/13-8/5/13	104073	08/23/2013	420.20
AT&T MOBILITY	63-56-642	Monthly cell phone use 7/6/13-8/5/13	104073	08/23/2013	176.60
AT&T MOBILITY	10-44-642	Monthly cell phone use 7/6/13-8/5/13	104073	08/23/2013	26.04
AT&T MOBILITY	69-47-642	Monthly cell phone use 7/6/13-8/5/13	104073	08/23/2013	9.72
AT&T MOBILITY	60-50-642	Monthly cell phone use 7/6/13-8/5/13	104073	08/23/2013	287.39
AT&T MOBILITY	10-07-642	Monthly cell phone use 7/6/13-8/5/13	104073	08/23/2013	8.24
AT&T MOBILITY	10-22-642	Monthly cell phone use 7/6/13-8/5/13	104073	08/23/2013	36.48
AT&T MOBILITY	10-33-642	Monthly cell phone use 7/6/13-8/5/13	104073	08/23/2013	32.47
AT&T MOBILITY	10-02-642	Monthly cell phone use 7/6/13-8/5/13	104073	08/23/2013	37.74
AT&T MOBILITY	10-45-642	Monthly cell phone use 7/6/13-8/5/13	104073	08/23/2013	80.47
AT&T MOBILITY	10-03-642	Monthly cell phone use 7/6/13-8/5/13	104073	08/23/2013	36.00
AT&T MOBILITY	10-14-642	Monthly cell phone use 7/6/13-8/5/13	104073	08/23/2013	41.12
AT&T MOBILITY	73-70-642	Monthly cell phone use 7/6/13-8/5/13	104073	08/23/2013	33.76
AT&T MOBILITY	22-20-642	Monthly cell phone use 7/6/13-8/5/13	104073	08/23/2013	3.30
AT&T MOBILITY	10-06-642	Monthly cell phone use 7/6/13-8/5/13	104073	08/23/2013	91.79
AT&T	10-21-642	Telephone service 7/13/13-8/12/13	104074	08/23/2013	17.88
AT&T	10-14-642	Telephone service 7/13/13-8/12/13	104074	08/23/2013	46.94
AT&T	10-07-666	Telephone service 7/13/13-8/12/13	104074	08/23/2013	15.40
AT&T	63-56-642	Telephone service 7/13/13-8/12/13	104074	08/23/2013	46.62
AT&T	60-50-642	Telephone service 7/13/13-8/12/13	104074	08/23/2013	16.36
AT&T	10-14-642	Monthly charge for 862-2425	104074	08/23/2013	16.84
AutoZone	60-50-653	Duralast Gold starter	104075	08/23/2013	167.15
AVID TRAFFIC SUPPLIES	10-33-630	Yellow oil base/2 bags of beads	104076	08/23/2013	316.09
Backyard Flicks	10-45-672	Rental of movie projection and audio equipment for movie night	104077	08/23/2013	550.00
BERTOLOTTI DISPOSAL	10-33-622	Landfill fees/July 2013	104078	08/23/2013	350.08
BERTOLOTTI DISPOSAL	69-47-622	Landfill fees/July 2013	104078	08/23/2013	200.00
B G AUTO	10-33-630	55 gal drum paint thinner	104079	08/23/2013	47.39
BLUE SHIELD OF CALIFORNIA	10-00-226	Health insurance premium/September 2013	104080	08/23/2013	13,312.00
BUSINESS CARD	10-21-663	Dinner on night of shooting	104081	08/23/2013	23.73
BUSINESS CARD	10-45-673	Cones for youth soccer	104081	08/23/2013	64.04
BUSINESS CARD	10-45-672	Items for Fit Kids	104081	08/23/2013	12.27
BUSINESS CARD	10-45-672	Juice for basketball camp	104081	08/23/2013	2.48
BUSINESS CARD	10-45-672	Pizza for Fit Kids	104081	08/23/2013	51.57
BUSINESS CARD	10-45-672	Juice for Fit Kids	104081	08/23/2013	6.16
BUSINESS CARD	10-45-672	Pizza for basketball camp	104081	08/23/2013	21.50
BUSINESS CARD	10-45-672	Supplies for Movie Night	104081	08/23/2013	19.58
BUSINESS CARD	10-45-673	Supplies for Teen Center snack bar	104081	08/23/2013	9.79
BUSINESS CARD	10-45-672	Supplies for Movie Night	104081	08/23/2013	31.35
BUSINESS CARD	10-45-673	Supplies for Teen Center snack bar	104081	08/23/2013	137.36

Name	Account	Description	Check Nu	Check D	Amount
BUSINESS CARD	10-45-672	Supplies for Movie Night	104081	08/23/2013	6.14
BUSINESS CARD	10-45-672	The Little Rascals DVD/Movie Night 7/27/13	104081	08/23/2013	271.00
BUSINESS CARD	10-45-672	Oz The Great and Powerful DVD/Movie Night 8/17/13	104081	08/23/2013	471.00
BUSINESS CARD	10-21-630	Drug tests	104081	08/23/2013	92.95
BUSINESS CARD	10-21-663	Pizza/Stand off SWAT call out	104081	08/23/2013	128.93
BUSINESS CARD	10-15-620	Lunch with legal counsel	104081	08/23/2013	43.43
BUSINESS CARD	10-06-669	APA California 2013 Annual Conference registration/Ocasio	104081	08/23/2013	325.00
BUSINESS CARD	10-22-630	Pizza/stand by station	104081	08/23/2013	47.32
CALIFORNIA CONSULTING, LL	10-02-620	Grant writing/Lobbying/August 2013	104082	08/23/2013	1,011.67
CALIFORNIA CONSULTING, LL	60-50-620	Grant writing/Lobbying/August 2013	104082	08/23/2013	1,011.66
CALIFORNIA CONSULTING, LL	63-56-620	Grant writing/Lobbying/August 2013	104082	08/23/2013	1,011.67
CALIFORNIA CONSULTING, LL	10-00-582	Tony Hawk Grant Fed Ex Charges/Skate Park	104082	08/23/2013	23.93
Canon Solutions America, Inc.	10-21-620	Copy charge/PD 7/1/13-7/31/13	104083	08/23/2013	33.64
Canon Solutions America, Inc.	10-14-620	Copy charge/CH 7/1/13-7/31/13	104083	08/23/2013	41.70
Canon Solutions America, Inc.	60-50-620	Copy charge/CH 7/1/13-7/31/13	104083	08/23/2013	41.70
Canon Solutions America, Inc.	63-56-620	Copy charge/CH 7/1/13-7/31/13	104083	08/23/2013	41.70
Canon Solutions America, Inc.	60-50-620	Copy charge/PW 7/1/13-7/31/13	104083	08/23/2013	14.72
Canon Solutions America, Inc.	63-56-620	Copy charge/PW 7/1/13-7/31/13	104083	08/23/2013	14.71
CBA (CALIFORNIA BENEFITS)	10-00-111	Prepaid dental-vision deposit	104084	08/23/2013	8,500.00
CDW GOVERNMENT, INC	10-03-631	Barracuda 1 yr	104085	08/23/2013	506.66
Central Calif Irrigation District	10-44-668	Assessment - watershed coalition/648 W Mariposa St.	104086	08/23/2013	8.40
Chevron & Texaco Business Card Servic	10-33-650	Gas and diesel purchases 7/15/13-8/14/13	104087	08/23/2013	169.56
Chevron & Texaco Business Card Servic	10-44-650	Gas and diesel purchases 7/15/13-8/14/13	104087	08/23/2013	360.66
Chevron & Texaco Business Card Servic	63-56-650	Gas and diesel purchases 7/15/13-8/14/13	104087	08/23/2013	1,143.34
Chevron & Texaco Business Card Servic	60-50-650	Gas and diesel purchases 7/15/13-8/14/13	104087	08/23/2013	309.71
Chevron & Texaco Business Card Servic	10-21-650	Gas and diesel purchases 7/15/13-8/14/13	104087	08/23/2013	4,204.28
Chevron & Texaco Business Card Servic	10-22-650	Gas and diesel purchases 7/15/13-8/14/13	104087	08/23/2013	312.36
Chevron & Texaco Business Card Servic	69-47-650	Gas and diesel purchases 7/15/13-8/14/13	104087	08/23/2013	27.49
Chevron & Texaco Business Card Servic	10-07-650	Gas and diesel purchases 7/15/13-8/14/13	104087	08/23/2013	22.31
COMCAST CABLE	60-50-620	High speed internet/sewer	104088	08/23/2013	35.20
COMCAST CABLE	63-56-620	High speed internet/water	104088	08/23/2013	35.21
COMCAST CABLE	10-21-620	High speed internet/PD	104088	08/23/2013	35.20
Dave's Drain Cleaning & Plumbing	10-07-620	Snaked main sewer line/PD	104089	08/23/2013	75.00
CASHIER,DEPT OF PESTICIDE REGU	10-33-663	Pesticide applicator license renewal/Sotelo	104090	08/23/2013	60.00
CASHIER,DEPT OF PESTICIDE REGU	60-50-667	Pesticide applicator license renewal/Perry	104090	08/23/2013	60.00
DONLEE PUMP COMPANY	60-50-630	Install new carb approved Husky 5885 PV vent	104091	08/23/2013	608.81
ECONOMIC TIRE SHOP	10-33-653	Repaired tires	104092	08/23/2013	85.00
ECONOMIC TIRE SHOP	63-56-653	Repaired tires	104092	08/23/2013	85.00
ECONOMIC TIRE SHOP	63-56-653	4 new tires	104092	08/23/2013	731.22
ECONOMIC TIRE SHOP	10-33-653	2 new tires	104092	08/23/2013	200.00
ECONOMIC TIRE SHOP	10-44-653	2 new tires	104092	08/23/2013	200.00
ENERGY SYSTEMS	63-56-620	Preventative maintenance kit/Well #8	104093	08/23/2013	908.59
ENERGY SYSTEMS	63-56-620	Kit return retrofit line	104093	08/23/2013	1,027.37
ENVIRONMENTAL TECHNIQUES	60-50-630	60 ProOxidizer	104094	08/23/2013	3,540.00
George Reed, Inc.	10-00-284	Refund hydrant use permit deposit/George Reed	104095	08/23/2013	300.00
George Reed, Inc.	60-50-751	Final progress payment no. 1/2013 Street Repairs	104095	08/23/2013	20,383.20
George Reed, Inc.	24-32-774	Final progress payment no. 1/2013 Street Repairs	104095	08/23/2013	141,297.87
Gouveia Engineering, Inc	10-31-620	Address Caltrans request for bike data on Hwy 33/2 mtgs	104096	08/23/2013	425.25
Gouveia Engineering, Inc	10-31-620	Meeting at City Hall with PG&E and AT&T	104096	08/23/2013	212.63
Gouveia Engineering, Inc	10-31-620	Gather information, prepare&submit HSIP application to Caltrans	104096	08/23/2013	2,457.00
Gouveia Engineering, Inc	71-07-750	Design and preparation of plans/Memorial Bldg Renovation	104096	08/23/2013	4,904.75
Gouveia Engineering, Inc	24-32-776	Research storage tank options,file maintenance/Natural Gas St.	104096	08/23/2013	223.13
Gouveia Engineering, Inc	63-56-750	Design and preparation of plans/Corp Yard Office Remodel	104096	08/23/2013	538.79
Gouveia Engineering, Inc	64-56-750	Design and preparation of plans/Corp Yard Office Remodel	104096	08/23/2013	538.78
Gouveia Engineering, Inc	71-46-750	Design and preparation of plans/Corp Yard Office Remodel	104096	08/23/2013	538.78

Name	Account	Description	Check Nu	Check D	Amount
Gouveia Engineering, Inc	61-55-750	Design and preparation of plans/Corp Yard Office Remodel	104096	08/23/2013	538.78
Gouveia Engineering, Inc	60-50-730	Topographic survey/prelim design set up/M St. waterline replace	104096	08/23/2013	8,447.25
Gouveia Engineering, Inc	17-32-774	Field surveys/as-built surveys/file maintenance/SR2S CON	104096	08/23/2013	2,525.25
Gouveia Engineering, Inc	17-32-774	Follow up with school district/SR2S Cycle 10	104096	08/23/2013	212.63
Gouveia Engineering, Inc	24-32-774	Construction engineering services/2013 Street Repairs Constr.	104096	08/23/2013	2,714.25
Gouveia Engineering, Inc	10-31-620	Review 2nd submittal package & provide comments/Dollar Gener	104096	08/23/2013	210.00
Grand Lodge of California	40-07-813	City Hall payment/September 2013	104097	08/23/2013	557.81
Grand Lodge of California	60-50-813	City Hall payment/September 2013	104097	08/23/2013	557.81
Grand Lodge of California	63-56-813	City Hall payment/September 2013	104097	08/23/2013	557.82
Grand Lodge of California	40-07-812	City Hall payment/September 2013	104097	08/23/2013	1,080.42
Grand Lodge of California	60-50-812	City Hall payment/September 2013	104097	08/23/2013	1,080.42
Grand Lodge of California	63-56-812	City Hall payment/September 2013	104097	08/23/2013	1,080.42
HACH COMPANY	60-50-630	D.O. meter replacement cap	104098	08/23/2013	130.08
Greenwood Chevrolet	63-56-653	Electric vehicle repair	104099	08/23/2013	195.00
HOLLAND (NT) MICHAEL	10-02-617	Reimbursement for life insurance premium/Holland	104100	08/23/2013	219.50
HOLLAND (NT) MICHAEL	10-06-617	Reimbursement for life insurance premium/Holland	104100	08/23/2013	65.85
HOLLAND (NT) MICHAEL	60-50-617	Reimbursement for life insurance premium/Holland	104100	08/23/2013	43.90
HOLLAND (NT) MICHAEL	63-56-617	Reimbursement for life insurance premium/Holland	104100	08/23/2013	43.90
HOLLAND (NT) MICHAEL	73-70-617	Reimbursement for life insurance premium/Holland	104100	08/23/2013	65.85
HOUSE STEPHANIE	10-45-672	Reimbursement for movie night supplies/House	104101	08/23/2013	77.51
HOUSE STEPHANIE	10-45-630	Reimbursement for supplies for Westside Healthcare table	104101	08/23/2013	13.43
Independent Stationers	10-14-630	3 hanging binders	104102	08/23/2013	55.51
Independent Stationers	10-14-630	1 hole punch/notarize here flags/2 receipt books	104102	08/23/2013	9.86
Independent Stationers	10-14-630	1 hole punch/notarize here flags/2 receipt books	104102	08/23/2013	9.86
Independent Stationers	63-56-630	1 hole punch/notarize here flags/2 receipt books	104102	08/23/2013	9.86
Independent Stationers	63-56-630	2 dozen pens	104102	08/23/2013	3.29
INFOSEND, INC	60-50-620	Utility bill and late notice mailing/July 2013	104103	08/23/2013	903.25
INFOSEND, INC	63-56-620	Utility bill and late notice mailing/July 2013	104103	08/23/2013	903.25
INFOSEND, INC	10-00-583	Utility bill inserts/West Stanislaus Fire District	104103	08/23/2013	564.29
J&E Janitorial and Handyman	10-07-620	Swept/mopped/buffed floor/City Hall	104104	08/23/2013	100.00
J&E Janitorial and Handyman	10-07-620	Complete floor clean & wax	104104	08/23/2013	100.00
J & J Auto Body	10-21-653	Repairs to 2009 Dodge Charger	104105	08/23/2013	600.24
Jerry Haag, Urban Planner	40-06-624	Professional services through 7/31/13/Area 3 Master Plan	104106	08/23/2013	1,562.50
Krazan & Associates	24-32-774	Compaction testing/density curve	104107	08/23/2013	502.00
McPeek's Dodge of Anaheim	71-21-701	2013 Dodge Charger Police Car	104108	08/23/2013	26,991.05
MID VALLEY IT, INC	10-21-620	IT CONTRACT/PD	104109	08/23/2013	1,120.00
MID VALLEY IT, INC	10-14-620	IT CONTRACT/FIN	104109	08/23/2013	560.00
MID VALLEY IT, INC	63-56-620	IT CONTRACT/WATR	104109	08/23/2013	560.00
MID VALLEY IT, INC	60-50-620	IT CONTRACT/SEWR	104109	08/23/2013	560.00
Newman 4-H	10-01-662	Half page ad for 4-H pancake breakfast	104110	08/23/2013	25.00
Newell Construction Services	10-07-620	Repair damaged step at preschool	104111	08/23/2013	425.00
Newell Construction Services	10-07-620	Paint preschool building	104111	08/23/2013	3,500.00
NEWMAN ROTARY	10-21-663	Rotary dues 7/2012, 1/2013, 7/2013/Richardson	104112	08/23/2013	345.00
NEWMAN SMOG AND LUBE	10-21-653	Lube, oil&filter change/2003 Crown Victoria	104113	08/23/2013	41.80
NEWMAN SMOG AND LUBE	10-21-653	Removed and replaced water pump/serpentine belt/2009 Charger	104113	08/23/2013	564.45
OCASIO (NT) STEPHANIE	10-06-669	Mileage reimbursement/VVS Public Workshop	104114	08/23/2013	14.01
CITY OF PATTERSON	10-03-620	Video reimbursement/July 2013	104115	08/23/2013	660.00
Perez Humberto	10-00-284	Refund Memorial Bldg deposit/Perez	104116	08/23/2013	200.00
P G & E	10-21-651	Gas usage 7/9/13-8/6/13	104117	08/23/2013	22.29
P G & E	10-33-651	Gas usage 7/9/13-8/6/13	104117	08/23/2013	66.90
P G & E	10-44-651	Gas usage 7/9/13-8/6/13	104117	08/23/2013	44.58
P G & E	60-50-651	Gas usage 7/9/13-8/6/13	104117	08/23/2013	22.29
P G & E	63-56-651	Gas usage 7/9/13-8/6/13	104117	08/23/2013	22.29
Piseno Maribel	10-00-284	Refund Memorial Bldg. deposit/Piseno	104118	08/23/2013	200.00
R-SAFE SPECIALTY	63-56-630	First aid kit/safety glasses	104119	08/23/2013	27.63

Name	Account	Description	Check Nu	Check D	Amount
Rapoza Stephanie	10-45-672	Basketball camp instructor/Rapoza	104120	08/23/2013	150.00
Repipe1	71-21-750	10% deposit for repipe of 1200 Main St.	104121	08/23/2013	580.00
GORDON B. FORD	10-44-668	Property taxes/934 Fresno St./2013-2014	104122	08/23/2013	239.93
GORDON B. FORD	10-44-668	Property taxes/934 Fresno St./2013-2014	104122	08/23/2013	670.51
GORDON B. FORD	10-44-668	Property taxes/1404 Main St./2013-2014	104122	08/23/2013	1,021.16
GORDON B. FORD	10-44-668	Property taxes/930 Fresno St./2013-2014	104122	08/23/2013	282.97
GORDON B. FORD	10-44-668	Property taxes/936 Fresno St./2013-2014	104122	08/23/2013	73.81
State of Calif Dept of Justice	10-21-620	H & S analyses	104123	08/23/2013	35.00
State of Calif Dept of Justice	10-21-620	Fingerprint apps/child abuse index/CCW initial	104123	08/23/2013	551.00
Stanislaus Council of Governments	10-01-663	FY 2013-2014 Dues	104124	08/23/2013	406.00
Stanislaus Council of Governments	24-32-774	2012/2013 Pavement Management Program	104124	08/23/2013	6,100.00
Stanislaus County Auditor-Controller	10-33-651	CNG pumped from Morgan Road Station 5/1/13-5/31/13	104125	08/23/2013	7.06
Stanislaus County Auditor-Controller	10-21-620	12-13 CAD loan pmt billing	104125	08/23/2013	6,350.00
Stanislaus County Auditor-Controller	10-21-620	Emergency services annual fee for FY 12/13	104125	08/23/2013	493.89
STAPLES ADVANTAGE	63-56-630	Sticky notes	104126	08/23/2013	5.36
STAPLES ADVANTAGE	10-06-630	Pens	104126	08/23/2013	15.00
STAPLES ADVANTAGE	10-14-630	Pen refills/sign here flags/pens/stapler	104126	08/23/2013	33.47
STAPLES ADVANTAGE	60-50-630	Pen refills/sign here flags/pens	104126	08/23/2013	17.88
STAPLES ADVANTAGE	63-56-630	Pen refills/sign here flags/pens	104126	08/23/2013	17.88
STANISLAUS CNTY SHERIFF'S	10-21-669	Reg. POST/Gosselin	104127	08/23/2013	838.00
STANTEC CONSULTING SERVIC	60-50-620	Groundwater monitoring services for period ending 8/9/13	104128	08/23/2013	1,821.65
THE RADAR SHOP, INC	10-21-622	Re-certified radar units/PD	104129	08/23/2013	464.95
Turlock Journal	63-56-660	Employment ad/Director of Public Works	104130	08/23/2013	33.75
Turlock Journal	60-50-660	Employment ad/Director of Public Works	104130	08/23/2013	33.75
UGALDE SALVADOR	63-00-201	Refund Check	104131	08/23/2013	68.64
FLIPPO SHARINA	63-00-201	Refund Check	104132	08/23/2013	81.18
UNIVAR USA, INC	63-56-630	83 GL sodium hypochlorite	104133	08/23/2013	279.07
UNIVAR USA, INC	63-56-630	163 GL sodium hypochlorite	104133	08/23/2013	485.80
UNIVAR USA, INC	63-56-630	231 GL sodium hypochlorite	104133	08/23/2013	661.54
MATTOS NEWSPAPERS, INC.	10-06-660	Public notice/Variance #13-01	104134	08/23/2013	60.00
MATTOS NEWSPAPERS, INC.	69-47-660	Public notice/public hearing/Resolution No. 2013-39	104134	08/23/2013	195.00
MATTOS NEWSPAPERS, INC.	17-44-752	Public notice/request for proposals/Skate plaza	104134	08/23/2013	82.50
MATTOS NEWSPAPERS, INC.	17-44-752	Public notice/request for proposals/Skate plaza	104134	08/23/2013	71.50
MATTOS NEWSPAPERS, INC.	10-45-672	Display ad/Movie night	104134	08/23/2013	90.00
MATTOS NEWSPAPERS, INC.	20-06-660	Public notice/CAPER	104134	08/23/2013	165.00
MATTOS NEWSPAPERS, INC.	10-45-672	Display ad/Movie night	104134	08/23/2013	78.90
MATTOS NEWSPAPERS, INC.	63-56-630	Shipping charges for returns of water dept. equipment	104134	08/23/2013	19.04
WEST SIDE PUBLIC SCALE	60-50-623	July hay tags	104135	08/23/2013	9.00
The Wilson Bohannan Padlock Company	60-50-630	25 locks for perimeter gates	104136	08/23/2013	348.60
YANCEY LUMBER COMPANY	10-33-630	Gloves/acetone/turf builder/chalk/brush/roller kit/spray tips	104137	08/23/2013	275.59
YANCEY LUMBER COMPANY	10-44-630	Wasp hornet killer/red paint/gloves/padlocks	104137	08/23/2013	83.62
YANCEY LUMBER COMPANY	63-56-630	Fasteners/water cooler	104137	08/23/2013	8.81
YANCEY LUMBER COMPANY	60-50-630	Water cooler	104137	08/23/2013	8.07
YANCEY LUMBER COMPANY	60-50-622	Washer/connector	104137	08/23/2013	4.01
YANCEY LUMBER COMPANY	10-46-630	Watch battery/saw	104137	08/23/2013	12.87
YANCEY LUMBER COMPANY	10-45-673	Inflator	104137	08/23/2013	51.33
YANCEY LUMBER COMPANY	10-21-630	Dog food/K9	104137	08/23/2013	50.58
YANCEY LUMBER COMPANY	10-21-630	Fluorescent tubes	104137	08/23/2013	29.03

308,269.08



MINUTES
NEWMAN CITY COUNCIL
SPECIAL MEETING AUGUST 13, 2013
CITY HALL CONFERENCE ROOM, 6:30 P.M., 938 FRESNO STREET

1. **Call To Order** - Mayor Katen 6:30 P.M.
2. **Roll Call** - **PRESENT:** Davis, Hutchins, Candea, Martina And Mayor Katen.
ABSENT: None.
3. **Items From The Public** - None.
4. **Adjourn To Closed Session** - 6:31 P.M.
 - a. Conference With Legal Counsel - Potential Litigation – Stanislaus County – One Case - G.C. 54956.9.
 - b. Return To Open Session -6:51 P.M.

No Reportable Action Was Taken.

5. Adjournment.

ACTION: On Motion By Davis Seconded By Candea And Unanimously Carried, The Meeting Was Adjourned At 6:52 P.M.



MINUTES
NEWMAN CITY COUNCIL
REGULAR MEETING AUGUST 13, 2013
CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET

1. **Call To Order** - Mayor Katen 7:01 P.M.
2. **Pledge Of Allegiance.**
3. **Invocation** – Council Member Hutchins.
4. **Roll Call - PRESENT:** Davis, Hutchins, Candea, Martina And Mayor Katen.
ABSENT: None.
5. **Declaration Of Conflicts Of Interest** – None.
6. **Ceremonial Matters.**
 - a. Presentation By StanCOG Regarding Valley Vision Stanislaus Alternatives.

Carlos Yamzon, Executive Director Of StanCOG, Introduced Kendall Flint With Flint Strategies.

Kendall Flint With Flint Strategies, Representing StanCOG, Spoke To The City Council About The Valley Vision Stanislaus Project; A Long Range Transportation Plan For Stanislaus County. Flint Noted That The Plan Is Designed To Help Determine How The County And Its Jurisdictions Spend State And Federal Transportation Funds. She Noted That The Plan Does Not Supersede Local Jurisdiction Land Use Authority. Flint Reviewed The Plan's Various Outreach Efforts And Public Feedback. She Went Over The Four Scenario Options And Goals That Had Come Out Of The Valley Vision Stanislaus Process Thus Far; They Were Identified As: Number One - Historical Trend, Number Two - New Trend, Number Three - Moderate Change And Number Four - More Change.

7. Items from the Public - Non-Agenda Items

Benny Sanchez, 1439 Main Street, Owner Of The Newman Barber Shop, Requested The Bench In Front Of His Business Be Removed Due To Local Transients Loitering In Front Of His Establishment.

Mayor Katen Stated That The Bench Should Be Removed If It Is Negatively Impacting His Business.

Council Member Hutchins Inquired Why That Bench Was Installed In That Location And Noted That The City Had Removed Benches In Past.

Bob Novoa, 1335 Main Street, Mentioned That It Was Sad That Amenities Are Being Removed Due To People Behaving Badly. Novoa Encouraged Everyone To Park In The Plaza Especially If They Are Going To Be Downtown For An Extended Length Of Time.

8. Consent Calendar

- a. Waive All Readings Of Ordinances And Resolutions Except By Title.
- b. Approval Of Warrants.
- c. Approval Of Minutes Of The July 23, 2013 Meetings.
- d. Approval Of 2013-2014 CDBG Allocation Agreement.

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

9. Public Hearings – None.

10. Regular Business

- a. Report On Appointments To The Parks And Recreation Commission.

The Council Agreed Not To Conduct Interviews.

ACTION: On Motion By Hutchins Seconded By Candea And Unanimously Carried, The Council Removed Recreation Commissioner Maria Evens From The Recreation Commission As Prescribed By Newman Municipal Code Section 2.03.040.C.

ACTION: On Motion By Hutchins Seconded By Candea And Unanimously Carried, The Council Appointed Murray Day And Michael Thompson To The Recreation Commission With Terms Ending In January 2016 And January 2015 Respectively.

- b. Consider Approval Of The Consolidated Annual Performance And Evaluation Report (CAPER) Relating To Its Fiscal Year 2012-2013 Past Activity And Open The Fifteen Day Public Comment Period.

ACTION: On Motion By Martina Seconded By Candea And Unanimously Carried, The Council Authorized The Release Of The Consolidated Annual Performance And Evaluation Report (CAPER) Relating To Its Fiscal Year 2012-2013 Past Activity, Opened The Public Comment Period And Set A Public Hearing For September 10, 2013 At 7:00 P.M. To Consider Adoption Of The CDBG Fiscal Year 2013-2013 CAPER.

- c. Adopt Resolution No. 2013-47, Awarding The Skate Plaza Design Services Contract To O'Dell Engineering And Authorize The City Manager To Execute The Agreement.

Council Member Hutchins Inquired About O'Dell Engineering's Experience Designing Skate Parks.

City Planner Ocasio Noted That Their Design Subcontractor Exclusively Designs Skate Parks.

ACTION: On Motion By Candea Seconded By Martina And Unanimously Carried, Resolution No. 2013-47, A Resolution Awarding The Skate Plaza Design Services Contract To O'Dell Engineering And Authorize The City Manager To Execute The Agreement, Was Adopted.

- d. Adopt Resolution No. 2013-48, Awarding The Bid Of A ½ Ton Pickup To Bonander Buick GMC.

Mayor Katen Inquired What Specs The Other Bidders Did Not Meet.

Finance Director Humphries Noted That The Disparities Were With Engine And Cab Sizes.

ACTION: On Motion By Hutchins Seconded By Davis And Unanimously Carried, Resolution No. 2013-48, A Resolution Awarding The Bid Of A ½ Ton Pickup To Bonander Buick GMC, Was Adopted.

11. Items From District Five Stanislaus County Supervisor.

Supervisor DeMartini Reminded Everyone That The Fifth Annual West Side Healthcare Summit Was Scheduled For August 22nd At The West Side Theatre And Would Be Open To The Public. DeMartini Remarked That There Were Seven “Biggest Loser” Teams And Twelve Vendors Participating In The Event. He Noted That The Weigh-Out Would Be Held In Patterson At School District Office. DeMartini Mentioned That There Was Still A Vacancy On County Parks Commission For District 5.

12. Items From The City Manager And Staff.

City Manager Holland Reminded Everyone That The Planning Commission Would Be Reviewing A Layout Change To SCM Homes’ High Density Project. Holland Mentioned That The Last Outdoor Movie Night Would Be On Aug 17th And Would be Screening “Oz The Great And Powerful”. He Noted That the City Had Two Biggest Loser Teams This Year And That The Police Department Could Be Facing Off With The Public Works Department. Holland Reported That The Youth Soccer Season Begins September 14th And That The Program Has 325 Participants This Year. He Thanked Council For Appointing A Full Recreation Commission and Welcomed Perfecto Million As Acting Public Works Director.

Chief Richardson Thanked Public Works Department For Quickly Demolishing The Damaged Mariposa Street Building So Quickly.

Interim Public Works Director Millan Reported The Public Works Department Had Been Working On Striping Crosswalks In Advance Of The New School Year. Millan Mentioned That The Canal School Road Street Light Was In Process With PG&E And Noted That The Public Works Department Would Begin Making Fall Festival Preparations On The Following Monday.

City Planner Ocasio Noted That She Had Conducted And Completed Newman’s Portion Of The Proposition 84 Grant Training For The County Regional Sustainability Toolbox.

13. Items From City Council Members.

Council Member Hutchins Reminded Everyone That School Is Back In Session.

Council Member Martina Thanked Police Department For Their Recent Efforts. Martina Also Thanked Both Murray Day And Michael Thompson For Volunteering For Recreation Commission.

Mayor Katen Requested The Use Of The City’s Electric Vehicles For The Fall Festival Parade. Katen Encouraged The Board Of Supervisors To Come To An Agreement On The Property Tax Administration Fee Dispute.

14. Adjournment.

ACTION: On Motion By Candea Seconded By Martina And Unanimously Carried, The Meeting Was Adjourned At 8:02 P.M.

Honorable Mayor and Members
of the Newman City Council

Agenda Item: 8.d.
City Council Meeting
of August 27, 2013

**ADOPT RESOLUTION NO. 2013- , APPROVING THE 2013 STREET REPAIRS PROJECT
AS COMPLETE AND AUTHORIZING ED KATEN AS MAYOR, AND MICHAEL E.
HOLLAND AS CITY CLERK TO RECORD A NOTICE OF COMPLETION**

RECOMMENDATION:

It is recommended that the City of Newman City Council adopt Resolution No. 2013- , approving the 2013 Street Repairs Project as complete and authorizing Ed Katen as Mayor, and Michael E. Holland as City Clerk to record a Notice of Completion.

BACKGROUND:

The City of Newman receives Local Transportation Funds (LTF) for street and sidewalk projects within the city. The 2013 Street Repairs Project consisted of pavement overlay with pavement fabric on P Street from Yolo Street to Mariposa Street, and from Tulare Street to Inyo Avenue, reconstruction and overlay on Patchetts Drive from S Street to T Street, and road repairs to the entry road at the Waste Water Treatment Plant. Construction for the Project was completed on July 25, 2013.

ANALYSIS:

On May 14, 2013 City Council awarded a contract to the lowest responsible bidder for the project, George Reed, Inc., for \$164,673.00 and construction for this project was completed on July 25, 2013. There was one change order for the amount of \$5,517.60 with the final construction cost of \$170,190.60. A final inspection of the project was performed by the Public Works Department, and the Project has been determined to be constructed in accordance with the approved plans and specifications.

FISCAL IMPACT:

Total Project Cost \$170,190.60 = LTF Funding \$148,734.60 and WWTP Funds \$21,456.00.

CONCLUSION:

The 2013 Street Repairs Project constructed by George Reed, Inc., has been completed in compliance with the plans and specifications with a final construction cost of \$170,190.60. Therefore, staff recommends that the City Council adopt Resolution No. 2013- , approving the 2013 Street Repairs Project as complete and authorizing Ed Katen as Mayor, and Michael E. Holland as City Clerk to record a notice of completion for the Project.

ATTACHMENTS:

1. Resolution No. 2013- , approving the 2013 Street Repairs Project and authorizing Ed Katen as Mayor, and Michael E. Holland as City Clerk to record a notice of completion for the Project.

Respectfully Submitted,



Perfecto Millan
Interim Director of Public Works

REVIEWED/CONCUR:



Michael E. Holland
City Manager

RESOLUTION NO. 2013-

**A RESOLUTION APPROVING THE CITY OF NEWMAN 2013 STREET REPAIRS PROJECT
AS COMPLETE AND AUTHORIZING ED KATEN AS MAYOR, AND MICHAEL E.
HOLLAND AS CITY CLERK TO RECORD A NOTICE OF COMPLETION**

WHEREAS, on the 15th day of May, 2013, agreements were entered into between the CITY OF NEWMAN, herein after referred to as "CITY" and George Reed, Inc., herein after referred to as "CONTRACTOR" for the making of certain improvements in the City of Newman, County of Stanislaus, State of California, known as the CITY OF NEWMAN 2013 STREET REPAIRS PROJECT; and

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

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

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

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 27th day of August, 2013 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

I hereby certify that the foregoing is a full, correct and true copy of a resolution passed by the City Council of the City of Newman, a municipal corporation of the County of Stanislaus, State of California, at a regular meeting held on August 27, 2013, and I further certify that said resolution is in full force and effect and has never been rescinded or modified.

DATED: _____, 2013.

City Clerk

REPORT ON MUTUAL AID AGREEMENT WITH MERCED COUNTY

RECOMMENDATION:

It is recommended that the Newman City Council authorize the City Manager to enter into an Automatic Aid Agreement with Merced County Fire Department.

BACKGROUND:

The communities of Newman and Gustine are located only four (4) miles apart. However, they are situated in different counties. It has always been beneficial to both the communities to offer Mutual Aid with respect to public safety issues. In an effort to memorialize this commitment, an Automatic Aid Agreement has been drafted. Since Fire Services are provided through Merced County, the agreement will be between Merced County and the City of Newman.

ANALYSIS:

Approval of the Agreement memorializes a long-standing informal agreement between the two parties. The agreement clarifies issues such as command authority and responsibility of completing reports. It also spells out that each party agrees to provide services without monetary compensation; provided the event does not exceed twelve (12) hours. After twelve hours, the incident would transition to a Assistance by Hire.

Side Note: It is anticipated that Merced County and West Stanislaus Fire District will also be entering into an agreement for incidents that occur within the unincorporated areas of the two counties.

FISCAL IMPACT:

None.

CONCLUSION:

The attached agreement will memorialize a long-standing informal mutual aid agreement. The agreement provides clarity to which parties are responsible for command and report writing responsibilities. Both parties agree that mutual aid will be provided without monetary compensation. Staff recommends the Council authorize the City Manager to enter into an Automatic Aid Agreement with Merced County Fire Department.

ATTACHMENTS:

1. Automatic Aid Agreement between Merced County Fire Department and Newman City Fire Department.

Respectfully submitted,



Michael E. Holland
City Manager

**AUTOMATIC AID AGREEMENT BETWEEN
MERCED COUNTY FIRE DEPARTMENT
AND
NEWMAN CITY FIRE DEPARTMENT**

THIS AGREEMENT, is made and entered into by and between the Merced County Fire Department (hereinafter referred to as "County") and the Newman City Fire Department (hereinafter referred to as "City").

WHEREAS, the parties hereto are geographically located in proximity to each other within the County of Merced and the City of Newman and

WHEREAS, it is to the parties mutual benefit that each render reciprocal supplemental assistance in the event of fire or other local fire department related emergencies of a type common to both parties not covered by or within the scope of the California Emergency Management Agency and Civil Defense Master Mutual Aid Agreement, but constituting so-called day-to-day automatic aid arising out of convenience rather than out of extraordinary necessity;

NOW THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

I. OPERATIONAL RESPONSE OF AUTOMATIC AID

A written operational Response Plan shall be mutually agreed upon by the Fire Chiefs of both agencies. This plan shall include specific boundaries of response, emergency response guidelines, jurisdictional responsibility, communications, and resource availability.

II. COMMAND AUTHORITY

A. Responsible Jurisdiction to Have Command Authority

When either County or City responds auto-aid into the neighboring jurisdiction under this Agreement, the Incident Commander of the responsible jurisdiction shall be in command of all staffing and equipment committed to the incident; however, the first officer at the scene will be in command even if it is not their jurisdiction. Command will then be reasonably passed to the first officer at the incident that has jurisdiction of that incident.

B. Judicious Use of Personnel and Equipment

It shall be the responsibility of the Incident Commander of the responsible jurisdiction to utilize the staffing and equipment from the jurisdiction providing aid only to the extent that is required to bring the emergency under control.

***Automatic Aid Agreement
Between Merced County Fire Department and
Newman City Fire Department***

C. Order of Release

The staff and equipment from the jurisdiction providing aid shall be the first released from the scene of the emergency.

III. REPORTS

The responsible jurisdiction shall be responsible for completing all required reports, including but not limited to, reports mandated by local or state government.

IV. COMPENSATION

All services provided by either County or City under this Agreement shall be performed without monetary compensation for the first twelve hours of the incident. If the incident exceeds twelve hours, the equipment would then transition to Assistance by Hire retroactive back to the time of dispatch. The mutual advantages, protections, and services afforded by this Agreement are mutually agreed to be adequate compensation to both jurisdictions if the duration of the incident last less than twelve hours.

V. LIABILITY/HOLD HARMLESS

Nothing in the provisions of this Agreement is intended to affect the legal liability of either party by imposing any standard of care different from the standard of care imposed by law. Each party shall bear its own exposure for Worker's compensation on its own personnel while furnished to the other party or likewise.

It is understood and agreed that neither County nor any officer or employee thereof, shall be responsible for any damage or liability incurred by reason of any act of omission by City, its officers or employees under or in connection with any work, authority, or jurisdiction delegated to City under this Agreement. It is understood and agreed that pursuant to Government Code Section 895.4, City shall fully indemnify and hold harmless County from any damage or liability incurred by reason of any act or omission by City, its officers or employees, under or in connection with any work, authority, or jurisdiction delegated to City under this Agreement.

It is understood and agreed that neither City nor any officer or employee thereof, shall be responsible for any damage or liability incurred by reason

***Automatic Aid Agreement
Between Merced County Fire Department and
Newman City Fire Department***

of any act or omission by County, its officer, or employees, under or in connection with any work, authority, or jurisdiction delegated to County under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, County shall fully indemnify and hold harmless City from any damage or liability incurred by reason of any act done or omission by County, its officers or employees, under or in connection with any work, authority, or jurisdiction delegated to County under this Agreement.

VI. AGREEMENT NOT FOR BENEFIT OF THIRD PARTIES

This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever. Any services performed or expenditures made in connection with this Agreement by either party hereto shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the jurisdiction which are suited within the respective jurisdictions defined herein.

VII. TERM

This Agreement shall commence upon execution of this Agreement by both parties, and shall remain in full force and effect unless terminated as provided herein.

This Agreement may be terminated without cause by either County or City upon written notice of termination given to the other party at least thirty (30) days in advance of the effective date of termination. Notice of termination shall be personally served or mailed, postage prepaid to the address designated beneath the signature of the parties hereto; or to such other address as may be designated by written notice.

VIII. AMENDMENTS TO AGREEMENT

- A. This Agreement contains all of the terms and conditions agreed to between the parties. Except as otherwise specified, this Agreement shall not be amended or altered without the written consent of the parties.

***Automatic Aid Agreement
Between Merced County Fire Department and
Newman City Fire Department***

- B. Any such amendments shall be mutually agreed upon and require the written consent of the Fire Chiefs of the parties.

IX. EXCLUSIONS

Any requests for aid not covered in this Automatic Aid Agreement shall be handled under California Master Mutual Aid.

X. OPERATIONAL RESPONSE PLAN

A. Response Boundaries

- 1) County will respond within the city limits of Newman City identified on the map in blue. (Exhibit A)
- 2) City will respond within the city limits of Gustine City identified on the map in red. (Exhibit A)

B. Type of Incidents

Automatic Aid to County and City shall be utilized whenever there is an incident that requires at least a two engine response. Examples include the following incidents, but are not limited to:

- 1) Vehicle Fires
- 2) Structure Fires
- 3) Vegetation Fires

C. Type of Response

County automatic aid response shall consist of one Engine Company with a minimum of 1-0 staffing, responding into the area delineated and identified by blue on the map. County will provide the engine that has capabilities similar to that of a type I engine.

City automatic aid response shall consist of one Engine Company with a minimum of 1-0 staffing, responding into the area delineated and identified in red on the map. City will provide an engine that has capabilities similar to that of a type 1 engine.

***Automatic Aid Agreement
Between Merced County Fire Department and
Newman City Fire Department***

**D. Guidelines Governing Response and Commitment to an
Emergency**

- 1) Immediate emergencies that require the use of red lights and sirens by responding fire vehicles shall be a part of this Agreement. Non Immediate calls such as public service assists, post fire investigations, and other responses that do not require the use of red lights and sirens shall not be a part of this Agreement; these calls shall be handled by the responsible jurisdiction.
- 2) Paid Call Firefighters will be paged out to respond out of their home jurisdiction into the other jurisdictions. If the requested engine is cancelled, all Paid Call Firefighter response from that jurisdiction is also cancelled. Compensation for Paid Call Firefighters will remain the responsibility of their home department.
- 3) When both jurisdictions are responding to an emergency along a common border, and jurisdictional responsibility has been identified by arriving units, the jurisdiction providing aid in accord with this Agreement shall work under this direction of the responsible jurisdiction.
- 4) The jurisdiction providing aid shall remain on the scene of the emergency until released by the Incident Commander of the responsible jurisdiction. Such release shall be as expeditious as possible.
- 5) It shall be the responsibility of the Incident Commander on the scene to summon additional personnel and equipment if needed to handle the emergency.
- 6) The Incident Commander on the scene will determine the need for continued response by other dispatched units.
- 7) The Incident Command System will be used in the management/mitigation of all incidents.
- 8) If County or City is not available for an auto-aid dispatch as part of this agreement, the department providing aid will be relieved from its responsibility to respond to the specific emergency.

***Automatic Aid Agreement
Between Merced County Fire Department and
Newman City Fire Department***

E. Communication

The command center, responsible for dispatching within the jurisdiction of the incident, will be the center for all ordering and communications. The Command and Tactical Frequencies will be identified by the responsible jurisdiction and relayed to the requested jurisdiction before any equipment is to be dispatched. When a department is dispatched auto aid, they will conduct radio traffic in the following manner.

- 1) Notify home ECC of the response and tell them that the unit is switching frequencies.
- 2) Notify the ECC of whose jurisdiction the unit is responding to and tell them the unit is responding.
- 3) Any radio traffic (report on conditions, cancellation of resources, resource requests, etc.) will be done through the ECC of whose jurisdiction the incident lies within.
- 4) When released, tell the ECC of whose jurisdiction the unit is in that the unit is released and switching back to its home unit frequency.
- 5) Notify home unit of the units' release.

F. Commitment to Joint Training

Both parties to this Agreement shall schedule and participate in joint training exercises. The training shall be mutually agreed upon subject matter, times and locations to insure that optimum performance levels are maintained.

**Automatic Aid Agreement
Between Merced County Fire Department and
Newman City Fire Department**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as the day and year first hereinabove written.

County of Merced

City of Newman



Deidre Kelsey
Chairman, Board of Supervisors

JUL 16 2013

Date

City Council Member

Date



Nancy B. Koenperich
Fire Chief, Merced County

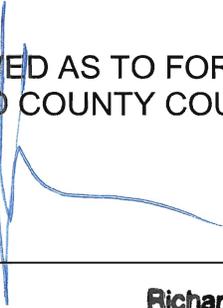
29 July 2013

Date

Mel Souza
Fire Chief, Newman City

Date

APPROVED AS TO FORM:
MERCED COUNTY COUNSEL
by



Richard M. Flores