



AMENDED SPECIAL AGENDA
TO REFLECT TELECONFERENCE LOCATION

NEWMAN CITY COUNCIL
SPECIAL MEETING SEPTEMBER 24, 2013, 6:30 P.M.

CITY HALL CONFERENCE ROOM
938 FRESNO STREET
NEWMAN, CA 95360

TELECONFERENCE LOCATION (ACCESSIBLE TO THE PUBLIC):
HAMPTON INN & SUITES
11747 HARBOR BOULEVARD, ROOM 719
GARDEN GROVE, CA 92840

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. Conference With Legal Counsel - Pending Litigation – MCI Engineering - One Case - G.C. 54956.9.
 - c. Return To Open Session.
5. **Adjournment.**



AGENDA
NEWMAN CITY COUNCIL
SPECIAL MEETING SEPTEMBER 24, 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. Conference With Legal Counsel - Pending Litigation – MCI Engineering - One Case - G.C. 54956.9.
 - c. Return To Open Session.
5. **Adjournment.**



AGENDA
NEWMAN CITY COUNCIL
REGULAR MEETING SEPTEMBER 24, 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 September 10, 2013 Meeting. ([View Minutes](#))
 - d. Adopt Resolution No. 2013- , A Resolution Rejecting The Claim Of Susan Bell. ([View Report](#))
9. Public Hearings.
10. Regular Business
 - a. Adopt Resolution No. 2013- , Approving The Extension Of The Landscape Maintenance Services Contract With Joe's Landscaping & Concrete, Inc. And Authorizing The City Manager To Execute Said Contract. ([View Report](#))
 - b. Authorize City Manager To Enter Into Contractual Agreement For Drilling And Professional Services. ([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

September 19 - Planning Commission - Cancelled.

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

October 1 - NCLUSD Board Meeting - 6:00 P.M.

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

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

October 14-19 - Citywide Fall Clean-Up - 7:30 A.M. - 3:50 P.M.

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

October 17 - 2013 Healthier Choices - Biggest Loser Weigh-Out - Patterson School District - Noon.

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

October 22 - City Council - 7:00 P.M.

October 31 - Halloween.

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: 09/20/2013 - 12:07 PM

Name	Account	Description	Check Nu	Check D	Amount
Advanced Building Cleaners, Inc.	10-33-620	Power sweeping service/	104209	09/20/2013	3,634.02
ALCANTAR ROBERT	10-21-620	Fall Festival security services/Alcantar	104210	09/20/2013	514.71
ALL STAR CHEMICAL CORP	10-22-630	6 tank saver/FD	104211	09/20/2013	304.78
AMERICAN SOCCER COMPANY,	10-45-673	Soccer balls/orange cones/pump/ball bags/ice packs/lanyards	104212	09/20/2013	451.19
AT&T MOBILITY	10-21-642	Wireless access @ PD 8/3/13-9/2/13	104213	09/20/2013	404.94
AT&T MOBILITY	10-21-642	Cell phone usage 8/6/13-9/5/13	104213	09/20/2013	424.11
AT&T MOBILITY	63-56-642	Cell phone usage 8/6/13-9/5/13	104213	09/20/2013	198.98
AT&T MOBILITY	10-44-642	Cell phone usage 8/6/13-9/5/13	104213	09/20/2013	26.04
AT&T MOBILITY	69-47-642	Cell phone usage 8/6/13-9/5/13	104213	09/20/2013	9.72
AT&T MOBILITY	60-50-642	Cell phone usage 8/6/13-9/5/13	104213	09/20/2013	311.90
AT&T MOBILITY	10-07-642	Cell phone usage 8/6/13-9/5/13	104213	09/20/2013	8.24
AT&T MOBILITY	10-22-642	Cell phone usage 8/6/13-9/5/13	104213	09/20/2013	30.48
AT&T MOBILITY	10-33-642	Cell phone usage 8/6/13-9/5/13	104213	09/20/2013	32.47
AT&T MOBILITY	10-02-642	Cell phone usage 8/6/13-9/5/13	104213	09/20/2013	86.84
AT&T MOBILITY	10-45-642	Cell phone usage 8/6/13-9/5/13	104213	09/20/2013	80.47
AT&T MOBILITY	10-03-642	Cell phone usage 8/6/13-9/5/13	104213	09/20/2013	89.86
AT&T MOBILITY	10-14-642	Cell phone usage 8/6/13-9/5/13	104213	09/20/2013	41.12
AT&T MOBILITY	73-70-642	Cell phone usage 8/6/13-9/5/13	104213	09/20/2013	63.18
AT&T MOBILITY	22-20-642	Cell phone usage 8/6/13-9/5/13	104213	09/20/2013	3.30
AT&T MOBILITY	10-06-642	Cell phone usage 8/6/13-9/5/13	104213	09/20/2013	106.52
AutoZone	10-46-630	Pro pistol grease	104214	09/20/2013	30.02
AutoZone	62-60-622	Duralast 1/2" Dr 1" socket	104214	09/20/2013	6.77
BERTOLOTTI DISPOSAL	10-21-627	Garbage fees for demo of burnt garage/1139 Mariposa St.	104215	09/20/2013	442.87
BERTOLOTTI DISPOSAL	10-33-622	Bin rental/August 2013	104215	09/20/2013	78.00
BLUE SHIELD OF CALIFORNIA	10-00-226	Health insurance premium/October 2013	104216	09/20/2013	13,312.00
BSN Sports, Inc.	10-45-710	Elite club goal/2 back bottom crossbars/2 galv tubes	104217	09/20/2013	1,491.79
CALIFORNIA CONSULTING, LL	10-02-620	Grant writing/Lobbying/September 2013	104218	09/20/2013	1,011.67
CALIFORNIA CONSULTING, LL	60-50-620	Grant writing/Lobbying/September 2013	104218	09/20/2013	1,011.66
CALIFORNIA CONSULTING, LL	63-56-620	Grant writing/Lobbying/September 2013	104218	09/20/2013	1,011.67
CAMPOS VICTOR	10-21-620	Fall Festival security services/Campos	104219	09/20/2013	465.69
Canon Solutions America, Inc.	10-14-620	Copy charge/City Hall/August 2013	104220	09/20/2013	44.77
Canon Solutions America, Inc.	60-50-620	Copy charge/City Hall/August 2013	104220	09/20/2013	44.77
Canon Solutions America, Inc.	63-56-620	Copy charge/City Hall/August 2013	104220	09/20/2013	44.78
Canon Solutions America, Inc.	60-50-620	Copy charge/PW/August 2013	104220	09/20/2013	5.95
Canon Solutions America, Inc.	63-56-620	Copy charge/PW/August 2013	104220	09/20/2013	5.95
Canon Solutions America, Inc.	10-21-620	Copy charge/PD/August 2013	104220	09/20/2013	28.84
Canon Financial Services, Inc.	10-14-620	Copier lease 9/1/13-9/30/13 City Hall	104221	09/20/2013	106.06
Canon Financial Services, Inc.	60-50-620	Copier lease 9/1/13-9/30/13 City Hall	104221	09/20/2013	106.06
Canon Financial Services, Inc.	63-56-620	Copier lease 9/1/13-9/30/13 City Hall	104221	09/20/2013	106.06
Canon Financial Services, Inc.	60-50-620	Copier lease 9/1/13-9/30/13 Public Works	104221	09/20/2013	86.70
Canon Financial Services, Inc.	63-56-620	Copier lease 9/1/13-9/30/13 Public Works	104221	09/20/2013	86.70
Canon Financial Services, Inc.	10-21-620	Copier lease 9/1/13-9/30/13 PD	104221	09/20/2013	196.96
CBA (ADMIN FEES)	10-00-226	Dental-vision admin fees/September 2013	104222	09/20/2013	221.00
CDW GOVERNMENT, INC	10-03-631	35 Trend Micro renewal/10 Trend Micro license	104223	09/20/2013	1,075.03
CDW GOVERNMENT, INC	71-21-710	4 GB Memory DIMM/Windows Server 2012	104223	09/20/2013	680.85

Name	Account	Description	Check Nu	Check D	Amount
CDW GOVERNMENT, INC	71-21-710	HP Micro Server	104223	09/20/2013	509.84
CDW GOVERNMENT, INC	10-45-710	All-in-one printer	104223	09/20/2013	199.11
CDW GOVERNMENT, INC	61-55-710	6 new computers/Microsoft Office/RAM/4 monitors/6 video cards	104223	09/20/2013	394.44
CDW GOVERNMENT, INC	64-56-710	6 new computers/Microsoft Office/RAM/4 monitors/6 video cards	104223	09/20/2013	394.44
CDW GOVERNMENT, INC	71-14-710	6 new computers/Microsoft Office/RAM/4 monitors/6 video cards	104223	09/20/2013	788.88
CDW GOVERNMENT, INC	71-45-710	6 new computers/Microsoft Office/RAM/4 monitors/6 video cards	104223	09/20/2013	1,377.88
CDW GOVERNMENT, INC	71-03-710	6 new computers/Microsoft Office/RAM/4 monitors/6 video cards	104223	09/20/2013	1,290.75
CDW GOVERNMENT, INC	63-56-710	6 new computers/Microsoft Office/RAM/4 monitors/6 video cards	104223	09/20/2013	1,869.60
CDW GOVERNMENT, INC	60-50-710	6 new computers/Microsoft Office/RAM/4 monitors/6 video cards	104223	09/20/2013	1,869.60
Center for Human Services	10-45-672	Donation of proceeds from Movie Night raffle	104224	09/20/2013	158.00
Central Valley Toxicology, Inc.	10-21-620	Abuse screen/Single drug screen/Drug confirmation level	104225	09/20/2013	93.00
Central Valley Toxicology, Inc.	10-21-620	Abuse screen/drug confirmation level	104225	09/20/2013	73.00
Central Valley Toxicology, Inc.	10-21-620	Abuse screen/drug confirmation level	104225	09/20/2013	73.00
Central Valley Toxicology, Inc.	10-21-620	Abuse screen/drug confirmation level	104225	09/20/2013	73.00
Central Valley Toxicology, Inc.	10-21-620	Abuse screen/drug confirmation level	104225	09/20/2013	73.00
Central Valley Toxicology, Inc.	10-21-620	Abuse screen/drug confirmation level	104225	09/20/2013	73.00
Challenger Teamwear	10-45-673	46 Coaches uniforms	104226	09/20/2013	448.80
Challenger Teamwear	10-45-673	326 Soccer uniforms	104226	09/20/2013	5,756.00
Chevron & Texaco Business Card Servic	10-33-650	Gas and diesel purchases 8/15/13-9/14/13	104227	09/20/2013	182.87
Chevron & Texaco Business Card Servic	10-44-650	Gas and diesel purchases 8/15/13-9/14/13	104227	09/20/2013	247.79
Chevron & Texaco Business Card Servic	63-56-650	Gas and diesel purchases 8/15/13-9/14/13	104227	09/20/2013	675.56
Chevron & Texaco Business Card Servic	60-50-650	Gas and diesel purchases 8/15/13-9/14/13	104227	09/20/2013	195.82
Chevron & Texaco Business Card Servic	10-21-650	Gas and diesel purchases 8/15/13-9/14/13	104227	09/20/2013	4,412.21
Chevron & Texaco Business Card Servic	10-22-650	Gas and diesel purchases 8/15/13-9/14/13	104227	09/20/2013	342.66
Chevron & Texaco Business Card Servic	69-47-650	Gas and diesel purchases 8/15/13-9/14/13	104227	09/20/2013	74.90
Chevron & Texaco Business Card Servic	10-07-650	Gas and diesel purchases 8/15/13-9/14/13	104227	09/20/2013	87.56
City National Bank	60-50-812	Interest payment/1999 COP for Wastewater	104228	09/20/2013	12,854.40
CSJVRMA	10-00-229	Workers' comp 2013/2014 2nd qtr deposits	104229	09/20/2013	29,239.00
CSJVRMA	60-50-663	Business travel accident premium/2nd quarter liability program	104229	09/20/2013	5,805.34
CSJVRMA	63-56-663	Business travel accident premium/2nd quarter liability program	104229	09/20/2013	5,805.33
CSJVRMA	10-15-663	Business travel accident premium/2nd quarter liability program	104229	09/20/2013	5,805.33
CWEA Membership	63-56-663	CWEA Membership/Millan	104230	09/20/2013	148.00
Dave's Drain Cleaning & Plumbing	10-44-620	Snaked toilet/Barrington Park	104231	09/20/2013	125.00
CASHIER,DEPT OF PESTICIDE REGU	10-33-663	Pesticide applicator license renewal/Pardo	104232	09/20/2013	60.00
ECONOMIC TIRE SHOP	10-33-653	1 tire repair	104233	09/20/2013	17.50
ECONOMIC TIRE SHOP	63-56-653	1 tire repair	104233	09/20/2013	17.50
ECONOMIC TIRE SHOP	10-44-653	Replace four tires on backhoe tractor	104233	09/20/2013	377.09
ECONOMIC TIRE SHOP	10-33-653	Replace four tires on backhoe tractor	104233	09/20/2013	377.09
ECONOMIC TIRE SHOP	63-56-653	Replace four tires on backhoe tractor	104233	09/20/2013	377.09
ECONOMIC TIRE SHOP	60-50-653	Replace four tires on backhoe tractor	104233	09/20/2013	377.09
ECONOMIC TIRE SHOP	69-47-653	Replace four tires on backhoe tractor	104233	09/20/2013	377.10
ENVIRO SIGNS, LTD	17-41-630	Deposit for signs for Memorial Bldg & Community Meeting Room	104208	09/19/2013	855.60
ENVIRONMENTAL TECHNIQUES	60-50-630	60 ProOxidizer	104234	09/20/2013	3,540.00
ENVIRONMENTAL TECHNIQUES	60-50-630	Bio-Dredging Service Cell #2	104234	09/20/2013	16,438.90
Fanucchi Clinton	10-21-620	Fall Festival Security services/Fanucchi	104235	09/20/2013	539.22
FGL ENVIRONMENTAL, INC	60-50-620	Bacti/Inorganic/sub contr./support analysis	104236	09/20/2013	3,071.00
FRANKLIN PET CEMETERY & C	10-21-620	Animal disposal	104237	09/20/2013	3.20
FRANKLIN PET CEMETERY & C	10-21-620	Animal disposal	104237	09/20/2013	12.00
FRANKLIN PET CEMETERY & C	10-21-620	Animal disposal	104237	09/20/2013	24.40
FRANKLIN PET CEMETERY & C	10-21-620	Animal disposal	104237	09/20/2013	38.00
FRANKLIN PET CEMETERY & C	10-21-620	Animal disposal	104237	09/20/2013	30.00
G BAR N VETERINARY CLINIC	10-21-620	Veterinary services/July 2013	104238	09/20/2013	1,480.00
GEOANALYTICAL LAB, INC.	60-50-620	BOD/TSS/Nitrate	104239	09/20/2013	655.00
GEOANALYTICAL LAB, INC.	63-56-620	Bacti/Nitrate/TTHM/HAA5	104239	09/20/2013	1,425.00
GEOANALYTICAL LAB, INC.	63-56-620	Quarterly DW Wells	104239	09/20/2013	3,291.75

Name	Account	Description	Check Nu	Check D	Amount
Grand Lodge of California	40-07-813	City Hall payment/October 2013	104240	09/20/2013	560.60
Grand Lodge of California	60-50-813	City Hall payment/October 2013	104240	09/20/2013	560.60
Grand Lodge of California	63-56-813	City Hall payment/October 2013	104240	09/20/2013	560.61
Grand Lodge of California	40-07-812	City Hall payment/October 2013	104240	09/20/2013	1,077.63
Grand Lodge of California	60-50-812	City Hall payment/October 2013	104240	09/20/2013	1,077.63
Grand Lodge of California	63-56-812	City Hall payment/October 2013	104240	09/20/2013	1,077.63
GROENIGER & CO.	63-56-630	Wrap clamp with gasket	104241	09/20/2013	49.06
HARD DRIVE GRAPHICS	71-21-701	Vinyl graphics installation on police vehicle	104205	09/11/2013	1,380.64
HOUSE STEPHANIE	10-45-673	Reimbursement for items purchased for soccer snack bar	104242	09/20/2013	455.11
IMAGE UNIFORMS	10-21-630	2 pants/2 shirts/Alcantar	104243	09/20/2013	348.66
INFOSEND, INC	60-50-620	Utility bill and late notice	104244	09/20/2013	909.10
INFOSEND, INC	63-56-620	Utility bill and late notice	104244	09/20/2013	909.09
INFOSEND, INC	10-33-620	Street sweeping schedule bill inserts	104244	09/20/2013	392.22
IN-SYNCH SYSTEMS	10-21-620	Monthly RMS subscription 10/1/13-10/31/13	104245	09/20/2013	1,020.00
IRRIGATION DESIGN & CONST	60-50-630	Nitrile gloves	104246	09/20/2013	4.09
IRRIGATION DESIGN & CONST	60-50-630	Nitrile gloves/coveralls	104246	09/20/2013	91.34
J&E Janitorial and Handyman	10-07-620	Complete floor clean and wax/City Hall	104247	09/20/2013	100.00
J&E Janitorial and Handyman	10-07-620	Mopped, swept and buffed floor/City Hall	104247	09/20/2013	100.00
Jerry Haag, Urban Planner	40-06-624	Professional services through 8/31/13/Area 3 Master Plan	104248	09/20/2013	6,919.44
JOE'S LANDSCAPING & CONCR	10-33-630	Top soil/pea gravel/elbow adapters	104249	09/20/2013	48.19
JOE'S LANDSCAPING & CONCR	10-33-630	Weed control fabric/adapters/bubblers	104249	09/20/2013	19.53
JOE'S LANDSCAPING & CONCR	69-47-620	Lighting and landscape area services/August 2013	104249	09/20/2013	9,700.00
Lamphier-Gregory	40-06-624	Professional services rendered through August 16, 2013	104250	09/20/2013	1,800.70
Laser Precision Land Leveling, Inc	60-50-623	Level front 55 field	104251	09/20/2013	5,084.80
FRANK B. MARKS & SON, INC	24-32-772	Gravel/concrete sand	104252	09/20/2013	109.65
FRANK B. MARKS & SON, INC	63-56-630	Gravel/concrete sand	104252	09/20/2013	109.65
MID VALLEY IT, INC	61-55-750	5 Megapixel camera	104253	09/20/2013	344.31
MID VALLEY IT, INC	64-56-750	5 Megapixel camera	104253	09/20/2013	344.30
MID VALLEY IT, INC	71-46-750	5 Megapixel camera	104253	09/20/2013	344.31
MID VALLEY IT, INC	10-21-620	IT CONTRACT/PD	104253	09/20/2013	1,273.20
MID VALLEY IT, INC	10-14-620	IT CONTRACT/FIN	104253	09/20/2013	636.60
MID VALLEY IT, INC	63-56-620	IT CONTRACT/WATR	104253	09/20/2013	636.60
MID VALLEY IT, INC	60-50-620	IT CONTRACT/SEWR	104253	09/20/2013	636.60
NEWMAN SMOG AND LUBE	10-21-653	Lube oil and filter change/2002 Ford F150	104254	09/20/2013	41.73
NEWMAN SMOG AND LUBE	10-21-653	Oil change/front&rearbrake rotors/front&rearbrake pad sets	104254	09/20/2013	725.02
NEWMAN SMOG AND LUBE	10-21-653	Repair A/C/HVAC system front blower	104254	09/20/2013	366.46
NEWMAN SMOG AND LUBE	10-21-653	Smog check/oil change/2005 Honda Civic	104254	09/20/2013	80.89
Old Republic Title	10-00-570	Reimbursement for escrow #1612004034-CM/1905 Sydney St.	104255	09/20/2013	307.10
Old Republic Title	10-00-582	Reimbursement for escrow #1612004034-CM/1905 Sydney St.	104255	09/20/2013	90.00
OPERATING ENGINEERS/	10-00-226	Health insurance premium/October 2013	104256	09/20/2013	2,037.00
OSNER GEORGE	40-06-624	Planning Services/August 2013	104257	09/20/2013	728.00
P&L Farms Inc.	60-50-623	Levees/Front 55	104258	09/20/2013	880.00
CITY OF PATTERSON	10-22-620	Fire data input/July 2013	104259	09/20/2013	250.00
CITY OF PATTERSON	10-03-620	Video reimbursement/August 2013	104259	09/20/2013	660.00
PERMA-GREEN HYDROSEEDING	20-44-752	Retention billing/Pioneer Park improvements	104260	09/20/2013	1,303.00
P G & E	10-21-651	Natural gas usage 8/6/13-9/4/13	104261	09/20/2013	25.16
P G & E	10-33-651	Natural gas usage 8/6/13-9/4/13	104261	09/20/2013	75.48
P G & E	10-44-651	Natural gas usage 8/6/13-9/4/13	104261	09/20/2013	50.34
P G & E	60-50-651	Natural gas usage 8/6/13-9/4/13	104261	09/20/2013	25.16
P G & E	63-56-651	Natural gas usage 8/6/13-9/4/13	104261	09/20/2013	25.16
R-SAFE SPECIALTY	60-50-630	Gloves/vest/safety glasses	104262	09/20/2013	39.89
RANDHAWA MEDICAL GRP, IN	60-50-623	Pre employment physical/Estrada	104263	09/20/2013	140.00
RANGEL FENCE COMPANY	60-50-620	Fence repair	104264	09/20/2013	850.00
RANGEL FENCE COMPANY	60-50-620	Fence repair	104264	09/20/2013	350.00
Repipe1	71-21-750	Remaining balance for repipe of 1200 Main St.	104206	09/11/2013	5,220.00

Name	Account	Description	Check Nu	Check D	Amount
Rivera Electric	63-56-750	Wiring new portable at Corp Yard	104265	09/20/2013	627.75
Rivera Electric	64-56-750	Wiring new portable at Corp Yard	104265	09/20/2013	627.75
Rivera Electric	61-55-750	Wiring new portable at Corp Yard	104265	09/20/2013	627.75
Rivera Electric	71-46-750	Wiring new portable at Corp Yard	104265	09/20/2013	627.75
SAFE-T-LITE	10-01-664	2 4' X 100' warning barrier fences	104266	09/20/2013	21.49
SAFE-T-LITE	10-33-630	2 4' X 100' warning barrier fences	104266	09/20/2013	21.49
SAFE-T-LITE	63-56-630	2 4' X 100' warning barrier fences	104266	09/20/2013	21.49
SPRINGBROOK SOFTWARE	10-14-631	Monthly web payments/August 2013	104267	09/20/2013	218.00
SPRINGBROOK SOFTWARE	60-50-631	Monthly web payments/August 2013	104267	09/20/2013	218.00
SPRINGBROOK SOFTWARE	63-56-631	Monthly web payments/August 2013	104267	09/20/2013	218.00
State of Calif Dept of Justice	10-21-620	Fingerprint apps/child abuse index/CCW initial/Record review	104268	09/20/2013	1,082.00
STAN CNTY CLERK RECORDER	10-00-263	Release of lien/1905 Sydney	104269	09/20/2013	15.00
STAPLES ADVANTAGE	10-14-630	Envelope sealer/highlighters	104270	09/20/2013	7.64
STAPLES ADVANTAGE	60-50-630	Envelope sealer/highlighters	104270	09/20/2013	7.63
STAPLES ADVANTAGE	63-56-630	Envelope sealer/highlighters	104270	09/20/2013	7.63
STAPLES ADVANTAGE	63-56-630	Pens/pencils/CD sleeves	104270	09/20/2013	7.23
STAPLES ADVANTAGE	10-44-630	Pens/pencils/CD sleeves	104270	09/20/2013	7.23
STANTEC CONSULTING SERVIC	64-56-620	Site development/equip selection/predesign of well &transmission	104271	09/20/2013	6,033.75
Taser International	10-21-622	1 taser replacement/2 batteries	104272	09/20/2013	974.98
TelePacific Communications	10-21-642	Monthly telephone charges 9/1/13-9/30/13	104207	09/11/2013	202.60
TelePacific Communications	10-45-642	Monthly telephone charges 9/1/13-9/30/13	104207	09/11/2013	102.84
TelePacific Communications	10-14-642	Monthly telephone charges 9/1/13-9/30/13	104207	09/11/2013	102.84
TelePacific Communications	60-50-642	Monthly telephone charges 9/1/13-9/30/13	104207	09/11/2013	102.83
TelePacific Communications	63-56-642	Monthly telephone charges 9/1/13-9/30/13	104207	09/11/2013	102.83
TEL STAR INSTRUMENTS, INC	62-60-622	Transnet 900 radio	104273	09/20/2013	1,275.00
TOSTA BARBARA J.	10-45-672	Young at heart instructor/August 2013	104274	09/20/2013	165.00
Turlock Door & Window, Inc.	10-07-620	Repair south entrance door/Teen Center	104275	09/20/2013	500.90
VALLEJO HERLINDA	63-00-201	Refund Check	104276	09/20/2013	65.27
UNIVAR USA, INC	63-56-630	40 gal Sodium hypochlorite	104277	09/20/2013	167.94
UNIVAR USA, INC	63-56-630	41 gal Sodium hypochlorite	104277	09/20/2013	170.53
UNIVAR USA, INC	63-56-630	175 gal Sodium hypochlorite	104277	09/20/2013	516.80
USA BLUEBOOK	60-50-630	Facial tissue	104278	09/20/2013	46.23
USA BLUEBOOK	60-50-630	Element paper/glass cleaner	104278	09/20/2013	241.59
USA BLUEBOOK	60-50-630	Fiberglass reel tape/facial tissue/orange paint/hand sanitizer	104278	09/20/2013	257.31
USA BLUEBOOK	63-56-630	Water level meter	104278	09/20/2013	487.34
Watts Richard E.	10-21-620	Fall Festival security services/Watts	104279	09/20/2013	539.22
MATTOS NEWSPAPERS, INC.	10-14-663	Annual Index subscription/City Hall	104280	09/20/2013	32.00
MATTOS NEWSPAPERS, INC.	20-06-660	Notice of Public Hearing (CAPER)	104280	09/20/2013	75.00
MATTOS NEWSPAPERS, INC.	10-06-660	Public Notice/Hearing on Zone Change #13-01	104280	09/20/2013	90.00
MATTOS NEWSPAPERS, INC.	10-45-672	Display ad/Movie Night	104280	09/20/2013	90.00
MATTOS NEWSPAPERS, INC.	10-45-672	Display ad/Movie Night	104280	09/20/2013	90.00
MATTOS NEWSPAPERS, INC.	10-01-662	1/2 page ad/Fall Festival Tabloid Advertising	104280	09/20/2013	275.00
MATTOS NEWSPAPERS, INC.	10-21-633	UPS freight service	104280	09/20/2013	12.11
MATTOS NEWSPAPERS, INC.	10-21-620	525 pet license forms	104280	09/20/2013	207.45
MATTOS NEWSPAPERS, INC.	10-21-630	Notice to appear/citation books	104280	09/20/2013	361.22
WEST SIDE PUBLIC SCALE	60-50-623	Terrace hay/2nd cutting	104281	09/20/2013	9.00
WEST SIDE AERIAL APPLICAT	60-50-623	Sprayed front 66 and back 12	104282	09/20/2013	1,287.00
YANCEY LUMBER COMPANY	10-44-630	Key	104283	09/20/2013	57.12
YANCEY LUMBER COMPANY	63-56-630	Spray paint/muriatic acid/plastic pail/gloves	104283	09/20/2013	72.10
YANCEY LUMBER COMPANY	10-33-630	PVC pipe/spray tips/mineral spirits/concrete/spray gun filters	104283	09/20/2013	204.55
YANCEY LUMBER COMPANY	69-47-630	Graffiti remover/primer/spray paint/keys	104283	09/20/2013	48.40
YANCEY LUMBER COMPANY	24-32-772	Concrete patch	104283	09/20/2013	17.43
YANCEY LUMBER COMPANY	10-21-630	Dog food/K9	104283	09/20/2013	101.16
YANCEY LUMBER COMPANY	71-45-710	Bits/spray paint	104283	09/20/2013	19.20

Name	Account	Description	Check Nu	Check D	Amount
					215,847.78



MINUTES
NEWMAN CITY COUNCIL
REGULAR MEETING SEPTEMBER 10, 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** - None.
7. **Items from the Public- Non-Agenda Items** - None.
8. **Consent Calendar**
 - a. Waive All Readings Of Ordinances And Resolutions Except By Title.
 - b. Approval Of Warrants.
 - c. Approval Of Minutes Of The August 27, 2013 Meetings.

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

9. Public Hearings

- a. Hold Public Hearing And Consider Approval Of The Consolidated Annual Performance And Evaluation Report (CAPER) Relating To Its FY 2012-2013 Past Activity.

Mayor Katen Opened The Public Hearing At 7:02 P.M.

There Being No Public Comment, Katen Closed The Public Hearing At 7:03 P.M.

Council Member Hutchins Noted That Unexpended Funds Are Rolled Into Other Infrastructure Projects And Inquired If We Needed To Specify Those Projects.

City Planner Ocasio Noted That Projects Are Identified Annually Via The Annual Action Plan Which Is More Specific Than The Consolidated Plan Which Has A Longer Timeframe.

ACTION: On A Motion By Davis Seconded By Candea And Unanimously Carried, The Public Comment Period Was Closed And The 2012-2013 Consolidated Annual Performance Evaluation Report (CAPER) Past Activity For The Community Development Block Grant (CDBG) Program Was Approved.

10. **Regular Business** - None.

11. Items From District Five Stanislaus County Supervisor.

Supervisor DeMartini Commented That The Recent Health Summit And Biggest Loser Contest Weigh-In Was A Success. He Reminded Everyone That The Weigh-Out Would Take Place In October At The Patterson School District Office Located In The Keystone Business Park.

12. Items From The City Manager And Staff.

City Manager Holland Reported That He Had Received The Resignation Of The City Treasurer And A Planning Commissioner Who Also Serves On The RDA Oversight Board; Holland Asked For Permission To Advertise For All Three Vacancies And The Council Concurred. He Noted That He Had Received A Letter From Stanislaus County Regarding The Property Tax Administration Fee (PTAF) Dispute And Explained That PTAF Was On The September 17th Board Of Supervisor's Agenda. Holland Mentioned That He Would Soon Be Interviewing The Three Finalists For The Public Works Director Position.

Chief Richardson Stated That From Law Enforcement Standpoint The Fall Festival Was Uneventful And Encouraged Local Residents To Utilize Nixel, Facebook And Petfinder As A Way To Stay Connected To The Police Department.

Public Works Superintendent Millan Noted That The Public Works Department Would Be Welcoming A New Part-Time Employee To Replace Robert Silva Who Had Recently Resigned. Millan Noted That The Modular Building For The Corporation Yard Had Been Delivered.

Finance Director Humphries Indicated That No Treasurer's Reports Have Been Prepared And Are Now Pending Completion Of The Audit Process.

City Planner Ocasio Reminded Everyone That 125th Plates And Books Were Still Available For Purchase And Encouraged Everyone To Submit Time Capsule Items To The Historic Society. Ocasio Noted That The City Council Would Soon Be Reviewing An Ordinance Change Pertaining To A Zone Change In SCM's Villas Subdivision. She Concluded By Reporting That The Architectural Review Committee Had Approved A New Recycling Kiosk In The Nob Hill Shopping Center.

13. Items From City Council Members.

Council Member Hutchins Noted That The BMX Racing Events At The Fall Festival Were Great. Hutchins Asked For A Status Update On Depot Garage's Loan.

City Manager Holland Noted That Depot Garage Was Current On Their Loan.

Mayor Katen Clarified That No City Funds Were Given To The Proposed Public Radio Project.

City Manager Holland Confirmed That To Date, No City Funds Had Been Expended As Part Of The Proposed Public Radio Project.

Mayor Katen Asked Supervisor DeMartini To Encourage His Counterparts On The Board Of Supervisors To Reach A PTAF Agreement.

14. Adjournment.

ACTION: On Motion By Candea Seconded By Hutchins And Unanimously Carried, The Meeting Was Adjourned At 7:21 P.M.



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

**Date: September 18, 2013
To: City Council
From: Mike Maier**

Subject: Rejection Of Claim

On July 26, 2013, a claim against the City of Newman was filed by Susan Bell. Based upon the recommendation of the City's liability claims adjuster, staff recommends the Council reject said claim. Copies of the claim submitted by Ms. Bell, the report from our liability claims adjuster and the proposed resolution rejecting the claim are all attached.

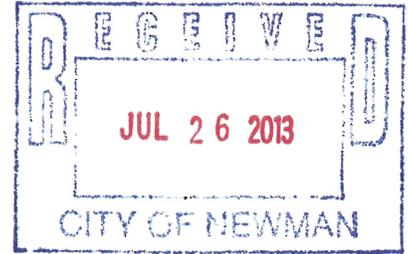
It is important that this resolution be adopted soon in order to meet time limit requirements; a claim must be allowed or rejected within forty-five (45) days of its presentation. Adherence to this forty-five (45) day rule is important because it triggers the time within which the claimant must legally file any lawsuit arising from the incident. If the City fails to reject the claim within the forty-five (45) day period, the claimant has two (2) years to file suit, essentially extending the period of vulnerability for the City from six (6) months to (2) two years.

Any discussions of the claim must be done in closed session as potential litigation/liability claims.



CITY OF NEWMAN
CLAIM FORM
FORM B

(Please Type Or Print)



CLAIM AGAINST CITY OF NEWMAN
(Name of Entity)

Claimant's name: SUSAN BELL

[REDACTED] Gender: Male Female

Claimant's address: 1515 T ST NEWMAN, CA 9560

Address where notices about claim are to be sent, if different from above: SAME AS ABOVE

Date of incident/accident: 5-18-13

Date injuries, damages, or losses were discovered: 5-18-13

Location of incident/accident: 1540, Newman between "T" + Upper Rd-

What did entity or employee do to cause this loss, damage, or injury? Sidewalk not completed

long concrete curb in place but no sidewalk causing a very uneven (Use back of this form or separate sheet if necessary to answer this question in detail.) SURFACE
FACIAL BLEEDING

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? N/A

What specific injuries, damages, or losses did claimant receive? BROKEN GLASSES, FACIAL ABRASION

NOSE CONUSION, MULTIPLE FACIAL SCRATCHES, GOLF BALL BUMP ON FOREHEAD,
ARMS BRUISES (Use back of this form or separate sheet if necessary to answer this question in detail.) HANDS + KNEE BRUISES
FACIAL BLEEDING

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

\$4953.37

How was this amount calculated (please itemize)? PLEASE SEE ATTACHED LIST

SUMMARY - SEPERATE PAGE

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 7-25-13 Signature: Susan Bell

If signed by representative:

Representative's Name _____ Address _____

Telephone # _____

Relationship to Claimant _____

SUSAN BELL

1515 T Street
Newman, Ca.
95360



July 25, 2013

City Of Newman
938 Fresno Street
P.O. Box 787
Newman, CA 95360

Re: Fall 5/18/2013

On Saturday May 15th 2013 I was walking on Inyo Street between T St. and Upper Rd. with my two small dogs, I tripped on a very uneven surface of the side of the street where there is a curb but no path way, I tried to stop myself from falling but was unable to do so, I fell on the concrete curb and hit my head and face very hard, it immediately started bleeding and I could not get up to get help, after a few minutes somebody stopped and went to my house to get help, they also called an ambulance because was not sure if I was going to pass out or not. I was attended to by Paramedics and advised to seek more medical attention. (see Ambulance Report).

I was taken to Los Banos Hospital by my daughter and treated, (See hospital report.) I did have a Cat Scan because of the very large bump on my head. My wounds were dressed and I was given a Tetanus Shot and some antibiotics and told to follow up with my Doctor.

The reason I am turning this over to you is to ask if you would please cover my medical bills, I am currently out of work, and I do not have any Health Insurance, my husband is also disabled and cannot work.

This has been a very traumatic experience for me and I would just like to get my medical bills taken care of and to be reimbursed for my glasses that were also broken to pieces. My daughter Tammy Meyer did call and report this to the city and we got the claim form, but have waited for all of my bills to surface before submitting them. I would also like you to consider fixing that section so that this does not happen to anyone else.

I will list bills on a separate sheet and enclose copies and pictures that were taken by my family. I Thank you for looking into this and will await your response.

Sincerely

Susan Bell

Susan Bell - Continued:

Documents and summary of costs

Letter

Claim Form

Westside Ambulance Report

Memorial Hospital of Los Banos bill \$3833.41

Emergency Room Physicians bill \$451.00

Follow up Doctor receipts \$ 60.00

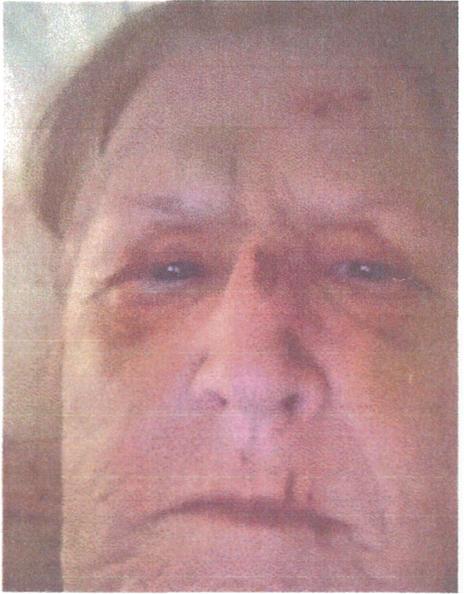
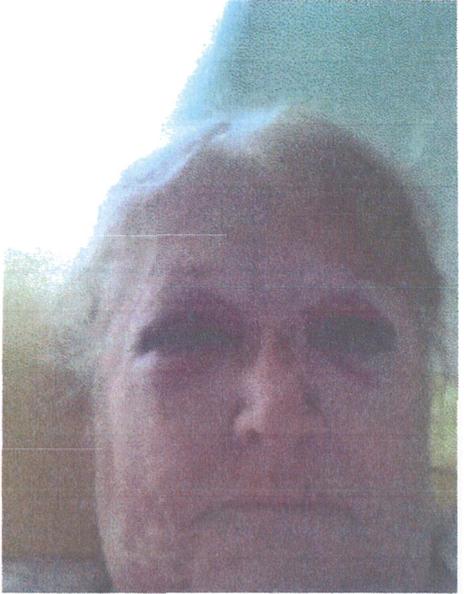
Lens crafters for glasses \$ 408.96

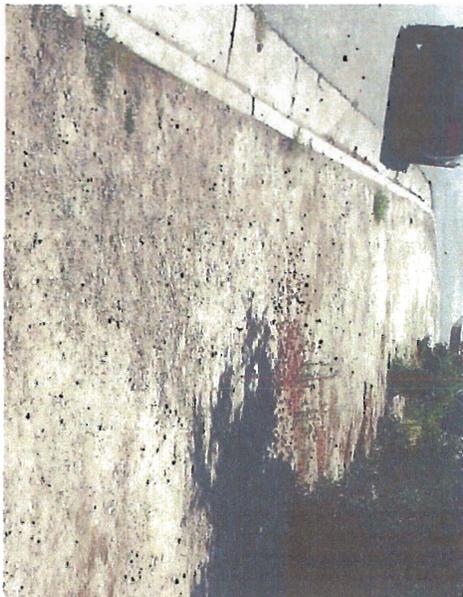
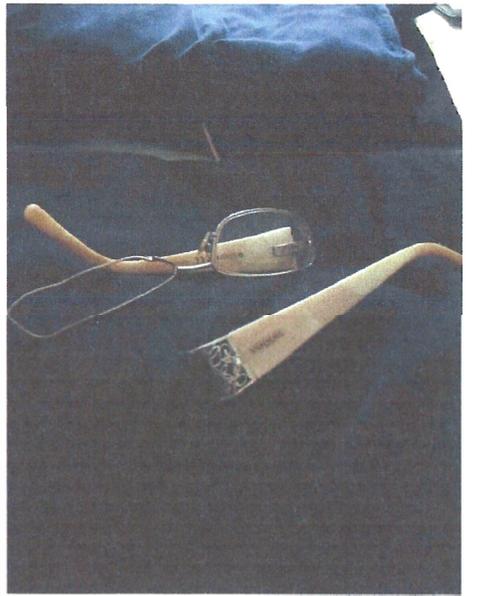
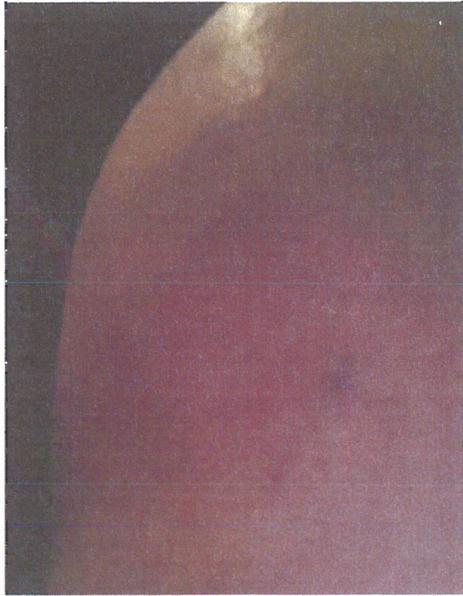
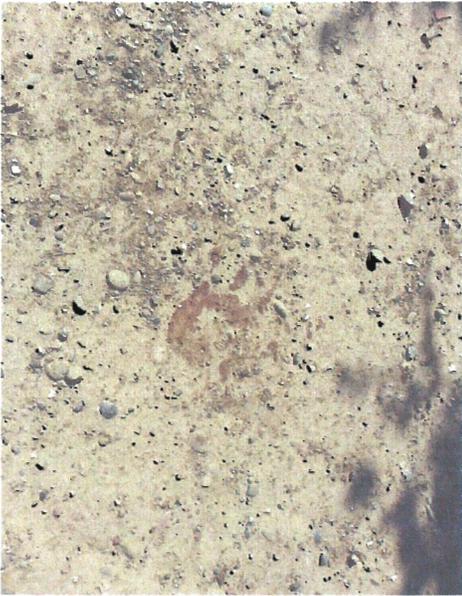
Gas and rides to Hospital, Doctors, Eyeglasses \$200.00

Total = \$4,953.37

Photos of injuries and glasses and sidewalks.

Please if you have question call me or contact by email.







September 10, 2013

Mike Maier
CITY OF NEWMAN
P.O. Box 787
Newman, CA 95360

FIRST REPORT

RE: Insured : City of Newman
Claimant : Bell, Susan
Claim No. : 15,569
Date of Loss : May 18, 2013
Our File No. : FR95161

ASSIGNMENT & COVERAGE

We received this assignment in our Fresno office on July 30, 2013. Our assignment was to investigate the above referenced trip and fall incident to determine if the City of Newman had any liability.

Coverage appeared to be in order.

GOVERNMENT CODE REQUIREMENTS

The city acknowledged receipt of a Claim Form filed by Susan Bell on July 26, 2013.

Per our review of the Claim Form, it appeared as if the claim was filed timely as well as sufficiently.

After review and consideration, it would be our recommendation to consider the claim for rejection. If/when rejected, please provide us with a copy of the notice.

FACTS OF THE CLAIM

According to the claim filed by Susan Bell, on May 18, 2013 she tripped and fell on Inyo Street between T Street and Upper Road sustaining facial injuries and bruises to her arms, hands and knees. She also broke her eyeglasses. She was seeking the costs of her medical expenses only from the city in the amount of \$4,953.37. The claimant attached copies of her medical bills with her Claim Form.

RE: City of Newman
Bell, Susan
September 10, 2013
Page 2

STATEMENT OF CLAIMANT

We obtained a recorded statement of the claimant, Susan Bell. Susan Bell advised that she resided at 1515 T Street, Newman, CA 95360. Her residence was located on the corner of T Street and Inyo Street. She has lived at that address for about 3 years. She stated that she was married and currently unemployed. She also stated that her husband was disabled.

The subject incident occurred on Saturday, May 18, 2013 at 9:30 AM on Inyo Street between T Street and Upper Road. She was walking away from her house on the right hand side of the road. There were no issues with the weather and/or visibility. It was a nice day. She was wearing tennis shoes. She was walking her two small dogs on a leash that she carried in one hand. Otherwise, she was alone. She stated that she did not walk much. She had walked in that area before but she said that she was not all that familiar with the area. She did admit to driving by the location on occasions. She denied having any problems walking and stated that she did not utilize a cane and/or walker. She was wearing her glasses. She denied ever falling down before. She stated that she was just out for a short walk to the end of the block. She was just around the corner from her house. She was walking along the pathway which was composed of hard dirt. There was no sidewalk just a curb. She said that the curb across the pathway was sticking up. She stumbled on the curb and fell forward. She tried to catch herself so she would not hit her head. Simultaneously she let go of the leash. She fell forward striking her head on the concrete curb. She said that there was blood everywhere. Her nose was cut. She sat on the ground and composed herself. She called out to her daughter who was at her house just down the street. Instead, a neighbor came out and ran down to get the claimant's daughter. The claimant said that her daughter called an ambulance. Due to the cost of the ambulance, her daughter drove her to the hospital. The claimant stated that she did not fracture anything. She suffered major cuts and bruises on her face, leg, hip and knee. She followed up with her doctor about 2 days later. The claimant stated that she did not have any medical insurance and she was too young for Medicare. None of her medical bills have been paid.

With regard to notice to the city, the claimant stated that she never called the city about the dirt pathway before the subject incident because she said that she was not really aware of the condition of the area. She did not think that it was dangerous when she walked on the pathway before she fell. She thought the area was in the same condition that it was in when she moved into her house 3 years ago but she could not say for sure. She said that her dogs had nothing to do with her fall. They did not pull her down nor were they running. She felt that the city was responsible for what happened to her for failing to maintain the area.

INVESTIGATION

We indexed the claimant for any prior injuries/claims but no matches were found.

RE: City of Newman
Bell, Susan
September 10, 2013
Page 3

According to "Google Maps," the claimant resided less than 0.2 miles from the loss location. Therefore, the city should be able to argue that the claimant was familiar with the area.

Based upon information from the city, the loss location was more than likely within the city's right-of-way. The north side of Inyo Street did not have sidewalks but the south side did have sidewalks.

We discussed the matter with the Interim Public Works Director, Perfecto Millan. Perfecto advised that the subject area had been in that condition for many years. It was in that condition when he came on board with the city in 2000. The area was not on the city's list for a sidewalk. There was a sidewalk on the south side of the street which led to the school. The subject area stayed pretty clean. There was not a lot of maintenance required other than some spraying for weeds. It was done on an as needed basis. The city maintained the area. They would periodically knock out some weeds with a shovel. There was a meter near by that would get checked monthly so the area would be assessed at that time if anything needed to be done. If the city received any notice of any issue with the area, they would respond and take care of it. Perfecto was not aware of any prior notice and/or complaints with regard to any safety hazards in the subject area. There was no work done in the subject area by the city. However, a homeowner had put down a strip of fake and/or real grass on the west side of the subject hard pan area that led to the homeowner's residence.

REMARKS/DIARY

Based upon our preliminary investigation, it would appear as if the claimant's trip and fall incident of May 18, 2013 was accidental in nature. The area where the claimant was walking was very open and obvious. The incident occurred during broad daylight. The claimant also had the option of walking on the other side of the street where there was a sidewalk. The grass area in the photograph provided by the claimant was also put down by a homeowner and not the city. The claimant was also familiar with the subject area because she lived just down the street from where the incident occurred. Additionally, the city had no prior notice of any potentially dangerous conditions.

In summary, we found no evidence of negligence and/or liability on the part of the city. Therefore, it would be our recommendation that we provide the claimant with the findings of our investigation in the form of a denial letter. A copy of which would be provided to the city.

We have advanced our diary 60 days.

Sincerely,
Suzanne E. Johnson
AIMS Claims Specialist

RESOLUTION NO. 2013-

A RESOLUTION REJECTING THE CLAIM OF SUSAN BELL

WHEREAS, a claim for damages in an amount within the Superior Court jurisdiction was filed against the City of Newman by Susan Bell, on July 26, 2013 for alleged damages.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newman that it hereby rejects the said claim for alleged damages in an amount within the Superior Court jurisdiction against the City of Newman for alleged damages.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 24th day of September, 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 roll call vote:

AYES:
NOES:
ABSENT:

APPROVED:

Mayor

ATTEST:

Deputy City Clerk

Honorable Mayor and Members
of the Newman City Council

**APPROVE ONE YEAR EXTENSION OF THE LANDSCAPE MAINTENANCE SERVICES
CONTRACT WITH JOE'S LANDSCAPING AND CONCRETE, INC.**

RECOMMENDATION:

Approve extension of the Landscape Maintenance Services Contract with Joe's Landscaping and Concrete, Inc. for an additional 1 year period which would expire on October 16, 2014.

BACKGROUND:

On October 2010, the City agreed to a 3 year contract extension with Joe's Landscaping and Concrete, Inc. for Parks and Landscape Maintenance for the Lighting and Landscape Districts. The current extension expires on October 16, 2013. Joe's Landscaping and Concrete, Inc. has done an outstanding job of maintaining the parks and landscaped areas within the City's Lighting and Landscaped District.

ANALYSIS:

Due to some staffing issues within the Public Works Department, the City believes extending the contract between the City of Newman and Joes' Landscaping & Concrete, Inc. is appropriate for another year. The current contract amount is \$121,680 annually. The Contractor has agreed to not increase the price of the contract. At the end of the extension, it is anticipated that a new RFP will be circulated to seek new bids. This is not a General Fund expenditure, and is paid for through the Lighting and Landscape District.

FISCAL IMPACT:

Contract Amount - \$108,480.00 Fund – Lighting and Landscape District

CONCLUSION:

It is recommended that the City Council approve the extension of the contract between Joe's Landscaping & Concrete, Inc. and the City of Newman at the current contract price for an additional year, which will expire on October 16, 201.

ATTACHMENTS:

1. Resolution No. 2013- , A Resolution authorizing a 1-year extension on contract services with Joe's Landscaping and Concrete, Inc.
2. Exhibit A – Joe's Landscaping and Concrete, Inc. contract amendment
3. Exhibit B – Original Service Agreement between City of Newman and Joe's Landscaping and Concrete Inc.

Respectfully Submitted,



Michael Holland
City Manager

RESOLUTION NO. 2013-

**APPROVING THE EXTENSION OF THE LANDSCAPE MAINTENANCE SERVICES
CONTRACT WITH JOE'S LANDSCAPING & CONCRETE, INC.**

WHEREAS, the City Manager of the City of Newman has recommended that the City Council approve a one (1) year extension to the existing contract with Joe's Landscaping & Concrete, Inc. for the maintenance of landscaped areas and parks within the City's Lighting and Landscape Districts; and

WHEREAS, the City Council is desirous of extending the contract for one (1) year with Joe's Landscaping & Concrete, Inc.; and

WHEREAS, the City Council of the City of Newman has determined it would be in the best interest of the City to extend the term of the contract for one (1) year with Joe's Landscaping & Concrete, Inc.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman hereby approves extending the contract with Joe's Landscaping & Concrete, Inc. in the amount of \$121,680.00 annually for three years, expiring on October 16, 2014 and authorizes the City Manager to execute said contract for landscape maintenance services.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 24th day of September 2013 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

LANDSCAPE MAINTENANCE SERVICES AGREEMENT
AMENDMENT #1 BETWEEN THE CITY OF NEWMAN AND JOE'S
LANDSCAPING AND CONCRETE

This Amendment, made and entered into in the City of Newman, County of Stanislaus, State of California, this ___ day of _____, 2013, by and between the City of Newman, a municipal corporation of the State of California, hereinafter called CITY, and Joe's Landscaping and Concrete, hereinafter called CONTRACTOR, amends the original agreement dated October 16, 2010,

RECITALS:

WHEREAS, the City desires to extend for one year from the above date a contract for Landscape Maintenance Services (hereafter "Services") to provide said landscape maintenance services; and

WHEREAS, the Contractor is a company experienced in providing said landscape maintenance services ; and

WHEREAS, these two parties desire to extend for one year from the original contract date of October 16, 2010 an agreement whereby the Contractor will provide said landscape maintenance services for the City under the terms and conditions of the previous agreement dated October 10, 2010; and

WHEREAS, this is the first amendment to the contract.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. SCOPE OF WORK.
 - a. Contractor shall furnish all labor, materials and equipment

necessary to complete the work as specified in the original agreement entitled “Exhibit A” attached hereto, and in strict accordance with the conditions of the original agreement dated October 16, 2010. All incidental work not included in the amendment or specified herein which is necessary to complete the work so as to provide the services described, or shown, shall be required as part of this contract at no additional cost to the City. The work shall be as described in the amendment to the satisfaction of the Director of Public Works.

b. Contractor shall do and perform the work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Newman.

2. CONTRACT DOCUMENTS. All terms and conditions of the original agreement are in effect, except as amended herein.

3. TERM. This agreement will be for a term of one (1) year beginning October 16, 2013.

Contractor: Joe’s Landscaping and Concrete
Attn: Joe Garcia
802 Inyo Avenue
Newman, Ca. 95360
(209) 765-3114

City: City of Newman
Director Of Public Works
P.O. Box 787
Newman, CA 95360
Phone (209) 862-4448, Fax (209) 862-3199

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other party.

4. EXECUTION OF AGREEMENT. The undersigned signator(ies) for CONTRACTOR warrant(s) and represent(s) that he/she/they is/are legally competent to execute the contract and has/have full authority to execute this contract.

IN WITNESS WHEREOF, the City of Newman, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager of the City of Newman, and CONTRACTOR and has caused this agreement to be duly executed.

CITY OF NEWMAN ,
A California municipal corporation

Joe's Landscaping and Concrete
a California Corporation

By _____
Michael E. Holland, City Manager

By _____
Name Title

By _____
Name Title

Federal ID # _____

ATTEST:

(Seal)

By _____
Mike Maier, City Clerk

AGREEMENT BETWEEN THE CITY OF NEWMAN AND JOE'S LANDSCAPING
TO PROVIDE LANDSCAPE MAINTENANCE SERVICE

Agreement No:
Department: Newman Public Works Department
Company: Joe's Landscaping
Type of Agreement: Service Agreement

This agreement made and entered into this 16th day of October, 2010 by and between the City of Newman, a Municipal Corporation (hereafter "City") and Joe's Landscaping (hereafter "Contractor").

RECITALS

WHEREAS, City desires to contract for Landscape Maintenance Services (hereafter "Services") to provide said Landscape maintenance Services; and

WHEREAS, Contractor is a company experienced in providing said Landscape Maintenance Service; and

WHEREAS, these two parties desire to enter into an Agreement whereby the Contractor will provide said Landscape Maintenance Service for the City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE UNDERSIGNED PARTIES AS FOLLOWS:

1. Scope of Work:

SCOPE OF WORK

Work to be performed shall include the lawn mowing and edging of parks; the mowing and edging of lawn strips, the trimming and pruning of all bushes, vines and shrubs in landscape areas and the abatement of weeds in all areas and/or facilities as listed in Contract Documents, and marked on map listed in exhibit "A", and listed in Section 24.

Work to be performed shall include mowing and edging, pruning and trimming, and abatement of weeds of all areas on a (1) once per week schedule. Mowing height shall be no less than 1" and no more than 2" for all warm season grasses, and 1 ½" to 3" for all cool season grasses.

Contractor shall also sweep lawn and turf areas as needed to keep them clean and clear of all clippings generated as a result of said mowing. Contractor shall also keep all sidewalks, curb areas, walkways and pavement areas clean and clear of any clippings generated as a result of said mowing, pruning, trimming and weed abatement. Means of sweeping and/or cleaning may be by manual labor such as sweeping or the use of power blowers and/or the use of mechanical sweepers. In no case shall any equipment be used that is determined to be a safety hazard or a public nuisance by the City's authorized representative.

2. Additions and Deletions of Landscape Maintenance Areas: Contractor agrees that the number of parks or landscape maintenance areas may be increased or decreased from time to time. Such increases may be due to new developments or annexations to the City. Landscape Maintenance areas shall be increased or decreased, upon written notice by the City. Increased parks and landscape maintenance areas shall be in addition to those already indicated on Exhibits "A" attached herein. All additional mowing, edging, pruning, trimming and weed abatement of parks and landscape maintenance areas shall be paid by the City monthly, at a rate agreed prior to commencing of said maintenance, and upon monthly invoice by the Contractor. Additionally, the City reserves the right to reduce the frequency of Parks and landscape maintenance service to cover additions or reductions of districts. In all cases, reductions or additions to mowing and maintenance shall be based on previously agreed upon rate for said service. Changes in mowing or maintenance additions or reduction shall be negotiated between the Contractor and the City's Director of Public Works, or the City's authorized representative.
3. Compensation and Payment: In consideration of the work to be performed by Contractor as described in Scope of Work and in section 2, the Agreement and all other provisions of the Agreement pertaining to said Paragraphs, City agrees to pay Contractor a monthly sum of **\$8,623.34 ((\$1,990.00 per week) \$103,480.00 Annually)**. Said sum to be paid within thirty (30) days of receipt of an invoice by Contractor. Payment for work performed under section 2 and all other provisions of this Agreement pertaining to said paragraphs shall be paid per rates and stipulations of said paragraphs and shall be invoiced in the same manner as work performed under section 1 in order that the City may make payment or adjustments to payments for such work on the same day that payment for regular service shall be made.
4. Equipment: It shall be the responsibility of the contractor to provide all necessary equipment as may be needed to perform the duties of this contract and as listed in sections 1 and 2. All equipment used in the performance of this contract shall meet and or exceed all local state and federal safety standards that may apply to such devices. The City reserves the right to terminate the use of any equipment that it deems hazardous, excessively noisy or considered to be a public nuisance to the health of its residents, employees, or authorized agents. All equipment used in the performance of this contract shall be clearly marked so as to be identifiable as belonging to the contractor.
5. Park and Facility Use: The City reserves the right to use any or all of its facilities listed in this contract at any time it deems appropriate and or necessary, and may at its discretion make changes to mowing schedules upon 72 hour written notice to contractor.

6. Permits and License: Contractor shall at its own cost and expense apply for and obtain all necessary permits and licenses required in connection with the requirements of this Agreement. Contractor shall at all times comply with all laws, ordinances, and regulations of all governmental authorities under which the work is performed pursuant to this Agreement. Contractor shall maintain a file containing all necessary permits and licenses available for City inspections at any time. In the event laws, ordinances, and/or regulations of all authorities are enacted subsequent to the signing of this Agreement which have an impact on costs to the Contractor, said costs either positive or negative shall be negotiated and adjustments may be made to the amounts to be paid as indicated herein
7. Independent Contractor: In the performance of the services under this Agreement, Contractor shall be an independent Contractor, maintaining complete control of its personnel and operations. As such, Contractor shall pay all salaries, wages, expenses, social security taxes, federal and state unemployment taxes and any similar taxes relating to the performance of this Agreement. Contractor shall be held responsible for its workers and subcontractors when working with and/or around hazardous materials and the education thereof.
8. Subcontractors: contractor shall not subcontract any parts of this Agreement without the prior written consent of the City Director of Public Works. All persons engaged in the landscape maintenance service will be considered as employees of Contractor, and subject to the provisions of this Agreement. Additionally, this Agreement nor the work to be performed under this Agreement shall not be in any way assigned or transferred by the Contractor without written consent of the City.
9. Termination: City may terminate this Agreement in whole at any time by written thirty (30) day notice to Contractor. Such termination shall be effective in the manner specified in such notice, shall be without prejudice to any claims which City may have against Contractor and shall be subject to other provisions of this Agreement. On receipt of such notice Contractor shall, except as and, to the extent directed, immediately discontinue the placing of orders for materials, facilities and supplies in connection with the performance of the services, and shall, if requested, make every reasonable effort to procure termination of existing subcontracts upon terms satisfactory to City. Thereafter, Contractor shall only do such work as may be necessary to preserve and provide the services already in progress and to dispose of any property as requested by City.

Contractor may terminate this Agreement in whole at anytime by written thirty (30) days notice to City.
10. Indemnity: Contractor shall save, hold and indemnify City, its officers, agents, employees, volunteers and subcontractors from all claims, demands, damages, judgments, costs or expenses in law or equity that may at any time arise from or related to any work performed by Contractor, its agents, employees or subcontractors under the terms of this Agreement.

11. Insurance: In addition to any other form of insurance or bond required under the terms of this Agreement, Contractor shall procure and maintain for the duration of this Agreement the following types and limits of insurance:
12. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating ratio of no less than A:VII.
13. Automobile Liability Insurance: Contractor shall provide coverage on an occurrence basis for bodily injury including death, of one or more persons, property damage and personal injury, with limits of not less than one million (\$1,000,000) per occurrence. These automobile liability policies shall provide coverage for owned, non-owned and hired autos.
14. General Liability Insurance: Contractor shall provide coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than two million (\$2,000,000) per occurrence.

These general liability policies shall provide contractual liability coverage for the terms of this Agreement. These general liability policies shall provide an additional insured endorsement in favor of City, its mayor, council, officers, agents, employees and volunteers.

Workers' Compensation: Contractor shall provide workers' compensation with statutory limits of not less than one million (\$1,000,000) per accident.

15. Endorsement: All policies shall contain the following endorsements:

An endorsement providing City with thirty (30) days written notice of cancellation or material change in policy language or terms.

The insurance required under this Agreement shall be maintained until all work required to be performed under the terms of this Agreement is satisfactorily completed as evidenced by formal acceptance by City.

Contractor shall furnish the City Public Works Department with a Certificate of Insurance evidencing all insurance required under this Agreement.

All costs of insurance required under this requirement shall be included in the amounts indicated elsewhere herein and no additional costs which may be required by extension of the insurance policies.

16. Penalties for Non- Performance: In the event Contractor does not complete required services as listed in contract documents designated for a given week, the City shall deduct from the amount owed the Contractor the proportionate value of the incomplete work. For purposes of determining the amount to be deducted, it is hereby agreed that deductions will be based on amounts listed in section 24. Deductions will be specific as to landscape maintenance district for which service was not performed.

17. Term: This agreement will be for a term of three (3) years and shall remain in affect until October 16, 2013, at which time it will terminate. This Agreement is the three year extension of the first Agreement dated 9/25/2007 and the Amending Agreement dated 10/9/2007. Once this contract has expired, it will go out to bid.
18. Interpretation: This Agreement, together with the Exhibits attached hereto, and all documents, drawings, specifications and instruments specifically referred to herein and made a part hereof shall constitute the entire Agreement between the parties, and no other proposals, conversations, bids memoranda, or other matter shall vary, alter, or interpret the terms of this Agreement or other documents which is signed by both parties.
19. Severability: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held illegal or in conflict with any law of the State of California or jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be invalid.
20. Governing Law: this Agreement and the attachments hereto shall be governed by and construed in accordance with the laws of the State of California.
21. Cost of Litigation: If any legal action is necessary to enforce any provisions hereof or for damages by reason of An alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses and such an amount as the court may adjudge to be reasonable attorney's fees.
22. Notices: All notices to the parties shall be sent by registered or certified mail to the addresses specified below:

City of Newman
P.O. Box 787
1162 Main Street
Newman, CA 95360

23. Execution: In Witness Whereof, the parties have caused this Agreement to be executed the day and year first above written.

24. Landscape Maintenance District Listing

LANDSCAPED AREAS

Zone	District	Location	Approx. Length	Price Per Week	Price Per Year
1	Corgiat Estates	2000 Block	500 ft.	\$ 30.00	\$ 1,560.00
2	Creek Canyon	2100-2200 Block	1,240 ft.	\$ 50.00	\$ 2,600.00
4	Oakwood Vista	400-600 Block	1,600 ft.	\$ 80.00	\$ 4,160.00
5	Lucas Ranch	1200-1300 Block	3,000 ft.	\$ 130.00	\$ 6,240.00
5	Lucas Ranch	500 Block Hills Ferry Rd.	580 ft.	\$ 30.00	\$ 1,560.00
7	Stonehedge	400 Block	600 ft.	\$ 25.00	\$ 1,300.00
9	Silva Ranch	1600 Block	600 ft.	\$ 25.00	\$ 1,300.00
10	Lucas Ranch II	1500-1600 Block	1,500 ft.	\$ 55.00	\$ 2,860.00
11	Stephens Ranch	2100 Block	2,000 ft.	\$ 60.00	\$ 3,120.00
12	Walnut Creek	2100 Block Prince Rd.	280 ft.	\$ 30.00	\$ 1,560.00
13	Hearthstone Ranch	West wall by RR/Hwy. 33	1,675 ft.	\$ 60.00	\$ 3,120.00
13	Sherman Parkway	Hwy. 33 - Barrington Ave.	3,685 ft.	\$ 150.00	\$ 7,800.00
14	Sherman Parkway	Barrington Ave. - Hills Ferry Rd.	3,300 ft.	\$ 130.00	\$ 6,760.00
14	Sherman Parkway	100-400 Block - Hills Ferry Rd.	1,670 ft.	\$ 50.00	\$ 2,600.00
14	Sherman Parkway	Edinburgh Way	330 ft.	\$ 80.00	\$ 4,160.00
14	Sherman Parkway	Cinnamon Teal Dr.	1286 ft.	\$ 110.00	\$ 5,720.00
14	Sherman Parkway	200 Block - Cinnamon Teal	555 ft.	\$ 50.00	\$ 2,600.00

\$ 1,145.00 \$ 59,540.00
(\$1,145 @ 52x)

Sprinkler Repair Cost Per Sprinkler: \$30.00

Tree Trimming Annual Cost: \$5,000.00

PARKS

Zone	Park	Location	Acres	Price Per Week	Price Per Year
10	Joe Borba Park	1601 Rose Park Dr.	1.97	\$ 120.00	\$ 6,240.00
11	Alfred "Bush" Rose Park	2207 Park Circle	4.97	\$ 240.00	\$ 12,480.00
12	Walnut Creek Park	1241 Walnut Creek Dr.	2.87	\$ 160.00	\$ 8,320.00
14	William Rae Sherman Park	330 Cinnamon Teal Way	8.46	\$ 325.00	\$ 16,900.00
N/A	Hill Park	Merced Street		No Charge	No Charge

\$ 845.00 \$ 43,940.00

Total Weekly Charges: \$1,990.00

(\$845 @ 52x)

Total Annual Charge: \$103,480.00

The undersigned has examined the locations of the proposed work and is familiar with the scope of work, and special provisions, and the existing local conditions at the place where the work is to be done. He further agrees that he can provide the work shown in a finished and workmanlike manner to the satisfaction of the City.

CITY LICENSE NUMBER JOE0005

EXPIRATION DATE June 30, 2011

COMPANY Joe's Landscaping & Concrete

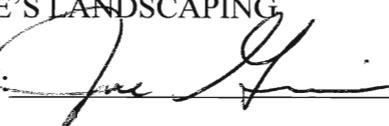
Business Address 802 Inyo Avenue, Newman, CA 95360 (209) 765-3114

SIGNED:

ACCEPTED:

JOE'S LANDSCAPING

CITY OF NEWMAN

BY: 

BY: 
City Manager

DATE: 11/3/10

DATE: 11/3/2010

Honorable Mayor and Members
of the Newman City Council

Agenda Item: **10.b.**
City Council Meeting
of September 25, 2012

**AUTHORIZE CITY MANAGER TO ENTER INTO CONTRACTUAL
AGREEMENT FOR DRILLING AND PROFESSIONAL SERVICES**

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to enter into contractual agreements for Drilling and Professional services and adjust the 2013/14 budget in the amount of \$66,000.

BACKGROUND:

In 2011, the City completed a test hole to determine the potential of adding a new well to the City's water system. The results of the test hole showed an improved water quality over the City's current wells. As the City was moving forward towards selecting a final site location for the final well, a new site was found. The new site would allow the City to complete a final design for a new well and storage tank in a timely manner.

ANALYSIS:

Attached for your review is a proposal by our water consultants for two options for proceeding forward with a test hole and water quality assessment. The third option is actually a hybrid which would authorize the first step, which assess the likelihood that the site could support a high capacity production well. Should this results indicate a positive outcome, the City could then proceed forward with a monitoring well and water quality assessment. Based upon the quote, there is no additional cost for breaking it into two phases; only additional time to bring the materials to the site.

FISCAL IMPACT:

Option 1	- \$ 38,500
Option 2	- \$ 59,900
Hybrid – Option 1 plus \$21,400 (completion of well and water assessment)	- \$ 59,900

Staff is recommending the Council select the Hybrid option. However, in an effort to same time if Option 1 produces positive results, staff is recommending Council approve a budget adjustment for the entire amount, plus 10% contingency. The total budget adjustment would be \$66,000. This is not a General Fund expense.

CONCLUSION:

As the City moves forward with development of a new well and storage tank facility, a test hole and water quality assessment is needed before a final site can be selected. Staff is recommending the Council authorize the City Manager to execute an agreement for drilling and professional services and adjust the 2013/14 budget in the amount of \$66,000.

ATTACHMENTS:

1. Exhibit A. Proposal from StanTec for Drilling and Professional Services.

Respectfully Submitted:



Michael E. Holland
City Manager



Stantec Consulting Services Inc.
370 N Wiget Lane, Suite 210
Walnut Creek CA 94598-2406
Tel: (925) 941-1400
Fax: (925) 941-1401

September 11, 2013

Attention: Michael Holland

City of Newman
938 Fresno Street
P.O. Box 787
Newman, CA 95360

Dear Mr. Holland,

Reference: City of Newman Test Boring Construction and Professional Services

We have prepared a two pronged approach with two cost estimates for the hydrogeologic investigation of the potential future well site. The costs for each vary, as does the information provided about the underlying groundwater.

Option 1 – This approach involves the construction of a test boring and design services to provide lithographic information to assess likelihood that the site supports a high capacity production well. This option would only provide information related to the presence of aquifer deposits conducive to the flow output of a future well, but no water quality data would be collected to assess salt content or compliance with drinking water standards, including assessment of trace elements such as chromium. Collection of samples from an open borehole will not provide accurate water quality related data to the future water bearing zone, due to influences of other contributing zones intercepted by the borehole, drilling fluids, and suspended material from the borehole walls that contribute to water quality impacts.

Extrapolation of the water quality at the new site and is possible and recommended if the deep lithology of the borehole appears to support a high capacity well, similar to the monitoring wells that were originally installed in 2010 at the western site. The City could decide at that time whether to complete the monitoring well and confirm water quality, which would increase the cost by \$21,400 including the collection and analysis of a Title 22 water quality sample.

Option 2 – This approach includes a test boring, design services, and construction of a 4-inch diameter PVC monitoring well. Which would provide information regarding the likelihood of the potential flow output from the well as well as water quality data. The rationale for this approach is three-fold, including and most importantly, confirmation of water quality prior to well construction, while also providing a monitoring well that may be used during well performance and aquifer stress testing as well as continued water elevation monitoring.

We understand that fiscally this may not be an option for the City and have provided Option 1 as the “bare bones” approach. We would recommend Option 2, completing the monitoring well as the preferred approach. During construction of the borehole, we will advise the City whether we think completion of the monitoring well is warranted based on the lithology encountered.



September 11, 2013
Mr. Michael Holland
Page 2 of 3

Stantec will contract directly with a California C-57 licensed well driller and sediment laboratory for grain size analysis. Option 2 also includes the collection and analysis of a Title 22 water quality analysis. According, the attached scope and fee estimate are provided for your review.

Regards,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in black ink, appearing to read "Thomas Butler", with a long horizontal flourish extending to the right.

Thomas Butler, PG, CHG, CEG
Senior Hydrogeologist/Geochemist
Phone: (925) 296-2126
Fax: (925) 296-2105
Thomas.Butler@stantec.com

Attachment: Proposed Scope of Work



City of Newman Production Well Site Investigation

PROPOSED SCOPE OF WORK

Option 1: Test Boring without Monitoring Well (\$38,500)

Option 1 includes the drilling of a 600 foot deep test boring at the City's preferred well location site. During drilling Stantec staff will log site lithology, collect up to 10 samples of aquifer materials for grain size distribution analysis, and interpret borehole geophysical logs for the design of a future water production well. Also included in this scope option is contracting directly with a California C-57 licensed well driller, obtaining a test boring permit from the County, and laboratory fees for grain size analysis. At the completion of drilling and logging, the contactor will abandon the borehole in accordance with County standards. Right of entry will be provided by the City.

This task includes the production of a summary technical memorandum, including a revised well design based on data obtained during drilling.

As a hybrid option is possible. The City may desire to continue constructing the monitoring well if the lithology looks promising, in which case, completion of the well and the water quality testing would increase the cost by \$21,400, equivalent to Option 2.

Option 2: Test Boring with Monitoring Well (\$59,900)

Option 2 includes the drilling of a 600 foot deep test boring at the City's preferred well location site. During drilling Stantec staff will log site lithology, collect up to 10 samples of aquifer materials for grain size distribution analysis, and interpret borehole geophysical logs for the design of a monitoring well and future water production well. Also included in this scope option is contracting directly with a California C-57 licensed well driller, obtaining a test boring permit from the County, and laboratory fees for grain size analysis. Following the completion of drilling activities, Stantec's hydrogeologist will field design a 4-inch diameter Certa Loc monitoring well that will be installed in the borehole, with the screen section of the well completed in the deeper water production zones, where more favorable water quality has been monitored at other locations. The primary intent of the monitoring well is to confirm water quality assumptions at the other site prior to drilling and installing the main production well. Secondly the monitoring well will improve our analysis of pumping test data as well as serve as a future water elevation and/or quality monitoring station. The upper aquifer will be sealed with bentonite and/or sand-cement grout from land surface to at least the base of Corcoran Clay, a regionally extensive confining layer that separates the upper and lower aquifers in the vicinity of the City of Newman. The monitoring well will be subsequently developed and samples collected for one round of Title 22 water quality analysis. The laboratory fees for the Title 22 testing are also included in this task. Right of entry to be provided by the City.

This task includes the production of a summary technical memorandum, including water quality summary/discussion, and a revised well design based on data obtained during drilling.