



**AGENDA**  
**NEWMAN CITY COUNCIL**  
**REGULAR MEETING JANUARY 13, 2015**  
**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 December 9, 2014 Meeting. ([View Minutes](#))
9. **Public Hearings**
  - a. Adopt Resolution No. 2015- , A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4. ([View Report](#))
10. **Regular Business**
  - a. First Reading And Introduction Of Ordinance No. 2015- , Amending Title 9 Police Regulations; Chapter 9.01.070 (Handbills, Distribution Of.), Of The Newman Municipal Code. ([View Report](#))
  - b. Adopt Resolution No. 2015- , A Resolution Authorizing The City Manager And The Director Of Public Works To Execute A Cooperative Agreement With Caltrans For The Highway 33/Inyo Avenue Intersection Widening And Traffic Signal Installation Project. ([View Report](#))
  - c. Consider Establishment Of Community Committee. ([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**

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

January 15 - Planning Commission - 7:00 P.M.

January 19 - Martin Luther King Jr. Day - City Offices Closed

January 20 - Two-On-Two Meeting With The School Board - 4:00 P.M.

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

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

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

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

February 16 - Presidents' Day Holiday - City Offices Closed.

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

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

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



## AP Check Register January 9, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
APPEGATE TEEPLES DRILLIN	69-47-6200	106705	\$ 2,400.00	1/9/2015	Cleaned out canal and broke plug in storm drains
APPEGATE TEEPLES DRILLIN	60-50-6200	106705	\$ 1,875.00	1/9/2015	Inspected sewer line on the alley behind City Hall
		<b>106705 Total</b>	<b>\$ 4,275.00</b>		
ARMCO ROOFING	10-21-6200	106706	\$ 275.00	1/9/2015	Roof repairs @ PD
		<b>106706 Total</b>	<b>\$ 275.00</b>		
Atkinson, Andelson, Loya, Ruud and Romo	10-15-6200	106707	\$ 3,025.00	1/9/2015	Professional services rendered/November 2014
		<b>106707 Total</b>	<b>\$ 3,025.00</b>		
AT&T	10-21-6420	106708	\$ 18.71	1/9/2015	Telephone service 11/13/14 to 12/12/14
AT&T	10-14-6420	106708	\$ 48.07	1/9/2015	Telephone service 11/13/14 to 12/12/14
AT&T	10-07-6665	106708	\$ 15.89	1/9/2015	Telephone service 11/13/14 to 12/12/14
AT&T	63-56-6420	106708	\$ 47.62	1/9/2015	Telephone service 11/13/14 to 12/12/14
AT&T	60-50-6420	106708	\$ 17.05	1/9/2015	Telephone service 11/13/14 to 12/12/14
AT&T	10-14-6300	106708	\$ 5.86	1/9/2015	Analog line @ city hall 11/13/14 to 12/12/14
AT&T	60-50-6300	106708	\$ 5.86	1/9/2015	Analog line @ city hall 11/13/14 to 12/12/14
AT&T	63-56-6300	106708	\$ 5.86	1/9/2015	Analog line @ city hall 11/13/14 to 12/12/14
		<b>106708 Total</b>	<b>\$ 164.92</b>		
BERTOLOTTI DISPOSAL	10-00-5080	106709	\$ (11,521.39)	1/9/2015	Bertolotti Franchise Fees/December 2014
BERTOLOTTI DISPOSAL	10-00-5733	106709	\$ (4,114.78)	1/9/2015	Street Sweeping Fees/December 2014
BERTOLOTTI DISPOSAL	10-00-5730	106709	\$ 15,636.17	1/9/2015	Reclass Bertolotti Fran/Street Fees/December 2014
BERTOLOTTI DISPOSAL	10-41-6200	106709	\$ 61,721.74	1/9/2015	Garbage Service/December 2014
		<b>106709 Total</b>	<b>\$ 61,721.74</b>		
BERTOLOTTI DISPOSAL	10-33-6220	106710	\$ 78.00	1/9/2015	Bin rental
		<b>106710 Total</b>	<b>\$ 78.00</b>		
B G AUTO	10-44-6530	106711	\$ 1.60	1/9/2015	Minature lamp
B G AUTO	10-22-6530	106711	\$ 53.79	1/9/2015	Emergency lantern battery
B G AUTO	10-22-6530	106711	\$ 103.74	1/9/2015	Battery for old police car
		<b>106711 Total</b>	<b>\$ 159.13</b>		
Bohannon Insurance Group	10-00-2260	106712	\$ 771.12	1/9/2015	Insurance administration/December 2014
		<b>106712 Total</b>	<b>\$ 771.12</b>		
Brown Cory	10-00-5723	106713	\$ 400.00	1/9/2015	Refund due to cancelation of men's basketball league/Brown, C.
		<b>106713 Total</b>	<b>\$ 400.00</b>		
BSN Sports, Inc.	10-45-6730	106714	\$ 29.55	1/9/2015	2 dozen plastic whistles/2 dozen whistle lanyards
		<b>106714 Total</b>	<b>\$ 29.55</b>		
BURTON'S FIRE, INC	10-22-6530	106715	\$ 86.40	1/9/2015	4 gas door shocks/N27
BURTON'S FIRE, INC	10-22-6530	106715	\$ 86.40	1/9/2015	4 gas door shocks
		<b>106715 Total</b>	<b>\$ 172.80</b>		
CAL TRAFFIC SIGNS	10-33-6300	106716	\$ 103.80	1/9/2015	2 road closed signs
		<b>106716 Total</b>	<b>\$ 103.80</b>		



## AP Check Register January 9, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
CALIF BUILDING STANDARDS	10-00-2620	106717	\$ 219.00	1/9/2015	SB 1473 fees payable/October - December 2014
CALIF BUILDING STANDARDS	10-00-5310	106717	\$ (21.90)	1/9/2015	SB 1473 fees payable/October - December 2014/retention
		<b>106717 Total</b>	<b>\$ 197.10</b>		
CALIFORNIA CONSULTING, LL	10-02-6200	106718	\$ 1,000.00	1/9/2015	Grant writing services - monthly retainer/January 2015
CALIFORNIA CONSULTING, LL	60-50-6200	106718	\$ 1,000.00	1/9/2015	Grant writing services - monthly retainer/January 2015
CALIFORNIA CONSULTING, LL	63-56-6200	106718	\$ 1,000.00	1/9/2015	Grant writing services - monthly retainer/January 2015
		<b>106718 Total</b>	<b>\$ 3,000.00</b>		
CARTER JEFF	68-68-7722	106719	\$ 100.00	1/9/2015	Parking lot rent/January 2015
		<b>106719 Total</b>	<b>\$ 100.00</b>		
City National Bank	63-56-8125	106720	\$ 6,426.39	1/9/2015	Interest payment on 1982 Water revenue bonds
		<b>106720 Total</b>	<b>\$ 6,426.39</b>		
COELHO CARL J. (CHUCK)	10-22-6690	106721	\$ 50.00	1/9/2015	
		<b>106721 Total</b>	<b>\$ 50.00</b>		
COMCAST CABLE	60-50-6200	106722	\$ 41.19	1/9/2015	High speed internet/sewer
COMCAST CABLE	63-56-6200	106722	\$ 41.21	1/9/2015	High speed internet/water
COMCAST CABLE	10-21-6200	106722	\$ 41.19	1/9/2015	High speed internet/PD
		<b>106722 Total</b>	<b>\$ 123.59</b>		
COMCAST CABLE	10-21-6200	106723	\$ 143.65	1/9/2015	T1 line to Oakdale 12/21/14-1/20/15
		<b>106723 Total</b>	<b>\$ 143.65</b>		
COOKSEY JEREMY	10-21-6695	106724	\$ 200.00	1/9/2015	Per diem/POST radar operator
		<b>106724 Total</b>	<b>\$ 200.00</b>		
CROP PRODUCTION SERVICES	60-50-6230	106725	\$ 730.38	1/9/2015	Shark EW/activator/Back 66 oats/WWTP
		<b>106725 Total</b>	<b>\$ 730.38</b>		
CSJVRMA	10-00-2292	106726	\$ 33,476.00	1/9/2015	Workers' Compensation insurance/3rd quarter 14/15
CSJVRMA	10-00-2292	106726	\$ 3,451.00	1/9/2015	Workers' Compensation insurance adjustment/3rd quarter 14/15
CSJVRMA	10-15-6631	106726	\$ 9,246.33	1/9/2015	Liability program/3rd quarter 14/15
CSJVRMA	60-50-6631	106726	\$ 9,246.33	1/9/2015	Liability program/3rd quarter 14/15
CSJVRMA	63-56-6631	106726	\$ 9,246.34	1/9/2015	Liability program/3rd quarter 14/15
		<b>106726 Total</b>	<b>\$ 64,666.00</b>		
Dave's Drain Cleaning & Plumbing	69-47-6200	106727	\$ 175.00	1/9/2015	Traced and located electrical for street light on Marquez Manor
		<b>106727 Total</b>	<b>\$ 175.00</b>		
David F. O'Keefe Company	10-44-6300	106728	\$ 163.52	1/9/2015	Playcraft infant swing for Pioneer Park
		<b>106728 Total</b>	<b>\$ 163.52</b>		
DEPART. OF CONSERVATION	10-00-2605	106729	\$ 718.67	1/9/2015	SMOT fees payable/October - December 2014
DEPART. OF CONSERVATION	10-00-5310	106729	\$ (35.93)	1/9/2015	SMOT fees payable/October - December 2014/5% retention
		<b>106729 Total</b>	<b>\$ 682.74</b>		
Division of the State Architect	10-00-2601	106730	\$ 42.00	1/9/2015	SB 1186 fees/October - December 2014
Division of the State Architect	10-00-5095	106730	\$ (29.40)	1/9/2015	SB 1186 fees/October - December 2014/retention
		<b>106730 Total</b>	<b>\$ 12.60</b>		



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Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
DUDLEY DONALD	10-00-5723	106731	\$ 400.00	1/9/2015	Refund due to cancelation of men's basketball league/D. Dudley
		<b>106731 Total</b>	<b>\$ 400.00</b>		
E&M ELECTRIC, INC.	69-47-6200	106732	\$ 371.00	1/9/2015	Changed fuce in box/fuse/changed photo eye
E&M ELECTRIC, INC.	10-33-6200	106732	\$ 386.67	1/9/2015	Pole 296 on Kern/720 on Marquez/709 on Crow Mountain
E&M ELECTRIC, INC.	10-33-6200	106732	\$ 773.33	1/9/2015	Pole 296 on Kern/720 on Marquez/709 on Crow Mountain
E&M ELECTRIC, INC.	62-60-6225	106732	\$ 307.86	1/9/2015	Checked storm drain pumps
E&M ELECTRIC, INC.	62-60-6225	106732	\$ 160.00	1/9/2015	Trace out control circuit for storm lift station
E&M ELECTRIC, INC.	62-60-6225	106732	\$ 80.00	1/9/2015	Changed Warrick control/Canyon Creek sewer lift station
E&M ELECTRIC, INC.	10-33-6300	106732	\$ 19.29	1/9/2015	Photo control/Street light
E&M ELECTRIC, INC.	69-47-6200	106732	\$ 97.68	1/9/2015	3 intermatic sensors/1 bulb
		<b>106732 Total</b>	<b>\$ 2,195.83</b>		
FGL ENVIRONMENTAL, INC	60-50-6200	106733	\$ 361.00	1/9/2015	Quarterly ground water monitoring @ WWTP
FGL ENVIRONMENTAL, INC	60-50-6200	106733	\$ 361.00	1/9/2015	Quarterly ground water monitoring @ WWTP
FGL ENVIRONMENTAL, INC	60-50-6200	106733	\$ 1,036.00	1/9/2015	Quarterly ground water monitoring @ WWTP
FGL ENVIRONMENTAL, INC	60-50-6200	106733	\$ 3,336.00	1/9/2015	Quarterly ground water monitoring @ WWTP
		<b>106733 Total</b>	<b>\$ 5,094.00</b>		
GRANDFLOW	10-14-6300	106734	\$ 38.57	1/9/2015	1099 Misc/1099INT
GRANDFLOW	60-50-6300	106734	\$ 38.57	1/9/2015	1099 Misc/1099INT
GRANDFLOW	63-56-6300	106734	\$ 38.56	1/9/2015	1099 Misc/1099INT
		<b>106734 Total</b>	<b>\$ 115.70</b>		
IDEXX LABORATORIES, INC.	63-56-6300	106735	\$ 345.84	1/9/2015	Water testing supplies
		<b>106735 Total</b>	<b>\$ 345.84</b>		
J&E Janitorial and Handyman	10-07-6200	106736	\$ 200.00	1/9/2015	Cleaned 2 bathrooms/cleaned and polished floors at City Hall
		<b>106736 Total</b>	<b>\$ 200.00</b>		
KAISER PERMANENTE	10-00-2260	106737	\$ 1,133.90	1/9/2015	Health insurance premium/February 2015
		<b>106737 Total</b>	<b>\$ 1,133.90</b>		
Laser Precision Land Leveling, Inc	60-50-6200	106738	\$ 1,830.70	1/9/2015	Level off area for solar panels/WWTP
		<b>106738 Total</b>	<b>\$ 1,830.70</b>		
LEAGUE OF CALIF. CITIES	10-01-6635	106739	\$ 5,639.17	1/9/2015	Membership dues for 2015/litigation surcharge
		<b>106739 Total</b>	<b>\$ 5,639.17</b>		
Miller Matt	10-00-5723	106740	\$ 400.00	1/9/2015	Refund due to cancellation of men's basketball league/C. Brown
		<b>106740 Total</b>	<b>\$ 400.00</b>		
NBS	69-47-6200	106741	\$ 2,450.52	1/9/2015	Quarterly administration fees January 1, 2015-March 31, 2015
		<b>106741 Total</b>	<b>\$ 2,450.52</b>		
NEWMAN ACE HARDWARE/JACT,	10-33-6300	106742	\$ 289.29	1/9/2015	Chain loops/bulbs/tree plant starter/top soil/spray paint
NEWMAN ACE HARDWARE/JACT,	68-68-6620	106742	\$ 446.44	1/9/2015	Light sets/electrical tape/cable ties/clamps/light clips/cords
NEWMAN ACE HARDWARE/JACT,	60-50-6300	106742	\$ 103.73	1/9/2015	Sanding mask/windex/sponges/garbage bags/blades/lube/gloves
NEWMAN ACE HARDWARE/JACT,	10-44-6300	106742	\$ 56.52	1/9/2015	Gloves/mowing head/electrical tape/screws/nuts/fasteners
NEWMAN ACE HARDWARE/JACT,	10-46-6300	106742	\$ 58.07	1/9/2015	Bucket/blade/clogbuster



## AP Check Register January 9, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
NEWMAN ACE HARDWARE/JACT,	63-56-6300	106742	\$ 145.13	1/9/2015	Boots/bushing/bush/couples/ratchets/socket/screw extractor/bulbs
NEWMAN ACE HARDWARE/JACT,	10-07-6300	106742	\$ 122.03	1/9/2015	Wall bend/tailpiece/arm waste/J-bend/faucet/bucket/vacuum bags
NEWMAN ACE HARDWARE/JACT,	10-21-6308	106742	\$ 9.68	1/9/2015	Cat litter
NEWMAN ACE HARDWARE/JACT,	10-21-6300	106742	\$ 29.05	1/9/2015	Element hose
NEWMAN ACE HARDWARE/JACT,	63-56-6530	106742	\$ 5.37	1/9/2015	Lithium battery
NEWMAN ACE HARDWARE/JACT,	62-60-6225	106742	\$ 1.50	1/9/2015	Bolt eye w/nut
		<b>106742 Total</b>	<b>\$ 1,266.81</b>		
Ninoos Betsi	10-22-6530	106743	\$ 74.28	1/9/2015	Replaced battery terminal on old PD car used by Fire Dept.
Ninoos Betsi	60-50-6530	106743	\$ 46.40	1/9/2015	Mounted and balanced 4 tires/2 wiper blades/08 Honda Civic
Ninoos Betsi	63-56-6530	106743	\$ 46.40	1/9/2015	Mounted and balanced 4 tires/2 wiper blades/08 Honda Civic
Ninoos Betsi	63-56-6530	106743	\$ 233.63	1/9/2015	Fixed driver side door/replaced thermostat/Chevy pickup 2500
		<b>106743 Total</b>	<b>\$ 400.71</b>		
OPERATING ENGINEERS/	10-00-2260	106744	\$ 731.00	1/9/2015	Health insurance premium/February 2015
		<b>106744 Total</b>	<b>\$ 731.00</b>		
Otis Elevator Company	10-07-6200	106745	\$ 579.33	1/9/2015	Service from 1/1/15 to 3/31/15
		<b>106745 Total</b>	<b>\$ 579.33</b>		
P G & E	10-44-6410	106746	\$ 60.49	1/9/2015	Gas and electric 11/16/14 to 12/15/14
P G & E	10-07-6410	106746	\$ 976.41	1/9/2015	Gas and electric 11/16/14 to 12/15/14
P G & E	10-22-6410	106746	\$ 259.40	1/9/2015	Gas and electric 11/16/14 to 12/15/14
P G & E	10-33-6410	106746	\$ 7,478.03	1/9/2015	Gas and electric 11/16/14 to 12/15/14
P G & E	10-44-6410	106746	\$ 844.03	1/9/2015	Gas and electric 11/16/14 to 12/15/14
P G & E	10-45-6410	106746	\$ 124.54	1/9/2015	Gas and electric 11/16/14 to 12/15/14
P G & E	10-46-6410	106746	\$ 274.82	1/9/2015	Gas and electric 11/16/14 to 12/15/14
P G & E	10-44-6660	106746	\$ 54.36	1/9/2015	Gas and electric 11/16/14 to 12/15/14
P G & E	10-07-6665	106746	\$ 51.60	1/9/2015	Gas and electric 11/16/14 to 12/15/14
P G & E	10-44-6670	106746	\$ 333.88	1/9/2015	Gas and electric 11/16/14 to 12/15/14
P G & E	60-50-6410	106746	\$ 21,221.83	1/9/2015	Gas and electric 11/16/14 to 12/15/14
P G & E	62-60-6411	106746	\$ 397.31	1/9/2015	Gas and electric 11/16/14 to 12/15/14
P G & E	62-60-6412	106746	\$ 1,623.19	1/9/2015	Gas and electric 11/16/14 to 12/15/14
P G & E	63-56-6410	106746	\$ 7,327.86	1/9/2015	Gas and electric 11/16/14 to 12/15/14
P G & E	69-47-6410	106746	\$ 3,009.21	1/9/2015	Gas and electric 11/16/14 to 12/15/14
		<b>106746 Total</b>	<b>\$ 44,036.96</b>		
PITNEY BOWES, Inc	63-56-6330	106747	\$ 45.34	1/9/2015	postage meter rent 10/1/14-12/31/14
PITNEY BOWES, Inc	60-50-6330	106747	\$ 45.34	1/9/2015	postage meter rent 10/1/14-12/31/14
PITNEY BOWES, Inc	10-14-6330	106747	\$ 45.47	1/9/2015	postage meter rent 10/1/14-12/31/14
		<b>106747 Total</b>	<b>\$ 136.15</b>		
R-SAFE SPECIALTY	10-33-6300	106748	\$ 39.87	1/9/2015	CA Hazardous Waste labels
R-SAFE SPECIALTY	10-44-6300	106748	\$ 19.93	1/9/2015	CA Hazardous Waste labels
R-SAFE SPECIALTY	69-47-6300	106748	\$ 19.94	1/9/2015	CA Hazardous Waste labels



## AP Check Register January 9, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
		<b>106748 Total</b>	<b>\$ 79.74</b>		
RALEY'S IN STORE CHARGE	10-01-6690	106749	\$ 34.73	1/9/2015	Supplies for council swearing in
		<b>106749 Total</b>	<b>\$ 34.73</b>		
SOLECON, INC	73-70-6672	106750	\$ 541.63	1/9/2015	Replaced filters, adjusted belts, cleaned burners/Theater
SOLECON, INC	10-45-6200	106750	\$ 150.38	1/9/2015	Replaced filters, cleaned burners, cleaned inducers/Teen Center
SOLECON, INC	10-07-6665	106750	\$ 65.00	1/9/2015	Replaced filter, ran test, cleaned burner/Museum
SOLECON, INC	10-07-6200	106750	\$ 524.87	1/9/2015	Cleaned burner section, installed filters, repaired A/C/CityHall
SOLECON, INC	10-21-6200	106750	\$ 479.34	1/9/2015	Replaced filters, adjusted belts, repaired wiring/PD
SOLECON, INC	10-46-6200	106750	\$ 130.00	1/9/2015	Replaced filters, cleaned unit/Corp Yard
		<b>106750 Total</b>	<b>\$ 1,891.22</b>		
Soundscapes Electric Security & Audio Video	10-07-6200	106751	\$ 195.00	1/9/2015	Alarm monitoring service @ City Hall/January - March 2015
		<b>106751 Total</b>	<b>\$ 195.00</b>		
Stanislaus County Auditor-Controller	10-21-6510	106752	\$ 10.61	1/9/2015	CNG pumped from Morgan Rd station/Dec. 2014
		<b>106752 Total</b>	<b>\$ 10.61</b>		
STATE WATER RESOURCES	63-56-6635	106753	\$ 60.00	1/9/2015	Grade 2 Water Treatment Operator Certification request/R. Rocha
		<b>106753 Total</b>	<b>\$ 60.00</b>		
STAPLES ADVANTAGE	10-21-6300	106754	\$ 3.36	1/9/2015	Glue sticks
STAPLES ADVANTAGE	10-21-6300	106754	\$ 370.91	1/9/2015	Calendars/steno pads/laminator/copy paper/correction tape
		<b>106754 Total</b>	<b>\$ 374.27</b>		
Sun Valley Portables	69-47-6200	106755	\$ 155.73	1/9/2015	Portable restroom rental-service/December 2014
		<b>106755 Total</b>	<b>\$ 155.73</b>		
TelePacific Communications	10-21-6420	106756	\$ 204.38	1/9/2015	Telephone service 1/1/15 to 1/31/15 & long distance-December 2014
TelePacific Communications	10-45-6420	106756	\$ 103.74	1/9/2015	Telephone service 1/1/15 to 1/31/15 & long distance-December 2014
TelePacific Communications	10-14-6420	106756	\$ 103.74	1/9/2015	Telephone service 1/1/15 to 1/31/15 & long distance-December 2014
TelePacific Communications	60-50-6420	106756	\$ 103.74	1/9/2015	Telephone service 1/1/15 to 1/31/15 & long distance-December 2014
TelePacific Communications	63-56-6420	106756	\$ 103.73	1/9/2015	Telephone service 1/1/15 to 1/31/15 & long distance-December 2014
		<b>106756 Total</b>	<b>\$ 619.33</b>		
TOSTA BARBARA J.	10-45-6725	106757	\$ 165.00	1/9/2015	Young at Heart instructor/December 2014
		<b>106757 Total</b>	<b>\$ 165.00</b>		
DEVANEY SARAH	63-00-2010	106758	\$ 19.95	1/9/2015	Refund Check
		<b>106758 Total</b>	<b>\$ 19.95</b>		
WESTSIDE FEED & SUPPLY	63-00-2010	106759	\$ 115.64	1/9/2015	Refund Check
		<b>106759 Total</b>	<b>\$ 115.64</b>		
MACHADO CRISTINA	63-00-2010	106760	\$ 35.43	1/9/2015	Refund Check
		<b>106760 Total</b>	<b>\$ 35.43</b>		
VARGAS GEORGE	10-22-6690	106761	\$ 50.00	1/9/2015	
		<b>106761 Total</b>	<b>\$ 50.00</b>		
		<b>Grand Total</b>	<b>\$ 218,610.30</b>		



## Manual Check Register

### January 9, 2015

Vendor	Fund-Dept-Acct	Amount	Check #	Check Date	Description
COMCAST CABLE	10-21-6200	\$ 138.84	106704	12/22/2014	T1 line from Newman to Oakdale
		\$ 138.84	<b>106704 Total</b>		
		\$ 138.84	<b>Grand Total</b>		



## Manual Check Register January 5, 2015

Vendor	Fund-Dept-Acct	Amount	Check #	Check Date	Description
OPERATING ENG/UNION DUES	10-00-2350	\$ 531.00	106703	12/19/2014	Union Dues/Dec 2014
		<b>\$ 531.00</b>	<b>106703</b>		<b>Total</b>
		<b>\$ 531.00</b>			<b>Grand Total</b>



## AP Check Register December 19, 2014

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
Advanced Building Cleaners, Inc.	10-33-6200	106631	\$ 3,634.02	12/19/2014	Street cleaning service/Nov 2014
		<b>106631 Total</b>	<b>\$ 3,634.02</b>		
ALLIANCE	10-01-6635	106632	\$ 7,500.00	12/19/2014	Opportunity Stanislaus annual investment 2014-2015
		<b>106632 Total</b>	<b>\$ 7,500.00</b>		
A Plus Plumbing	60-50-6200	106633	\$ 85.00	12/19/2014	Labor to camera line in alley behind city hall
		<b>106633 Total</b>	<b>\$ 85.00</b>		
AUS Sacramento MC Lockbox	10-07-6200	106634	\$ 96.80	12/19/2014	Uniform cleaning and mat rental/Nov 2014
AUS Sacramento MC Lockbox	10-21-6200	106634	\$ 71.00	12/19/2014	Uniform cleaning and mat rental/Nov 2014
AUS Sacramento MC Lockbox	10-22-6200	106634	\$ 25.84	12/19/2014	Uniform cleaning and mat rental/Nov 2014
AUS Sacramento MC Lockbox	10-33-6200	106634	\$ 63.61	12/19/2014	Uniform cleaning and mat rental/Nov 2014
AUS Sacramento MC Lockbox	10-44-6200	106634	\$ 42.41	12/19/2014	Uniform cleaning and mat rental/Nov 2014
AUS Sacramento MC Lockbox	60-50-6200	106634	\$ 63.61	12/19/2014	Uniform cleaning and mat rental/Nov 2014
AUS Sacramento MC Lockbox	63-56-6200	106634	\$ 42.41	12/19/2014	Uniform cleaning and mat rental/Nov 2014
		<b>106634 Total</b>	<b>\$ 405.68</b>		
ARMCO ROOFING	10-21-6200	106635	\$ 260.00	12/19/2014	Roof repairs @ PD
		<b>106635 Total</b>	<b>\$ 260.00</b>		
ARROWHEAD MOUNTAIN SPRING	10-14-6300	106636	\$ 13.08	12/19/2014	Bottled water delivered/Nov 2014
ARROWHEAD MOUNTAIN SPRING	10-21-6300	106636	\$ 5.88	12/19/2014	Bottled water delivered/Nov 2014
ARROWHEAD MOUNTAIN SPRING	10-45-6300	106636	\$ 29.32	12/19/2014	Bottled water delivered/Nov 2014
ARROWHEAD MOUNTAIN SPRING	60-50-6300	106636	\$ 13.08	12/19/2014	Bottled water delivered/Nov 2014
ARROWHEAD MOUNTAIN SPRING	60-50-6300	106636	\$ 16.24	12/19/2014	Bottled water delivered/Nov 2014
ARROWHEAD MOUNTAIN SPRING	60-50-6300	106636	\$ 39.67	12/19/2014	Bottled water delivered/Nov 2014
ARROWHEAD MOUNTAIN SPRING	63-56-6300	106636	\$ 13.08	12/19/2014	Bottled water delivered/Nov 2014
ARROWHEAD MOUNTAIN SPRING	63-56-6300	106636	\$ 16.24	12/19/2014	Bottled water delivered/Nov 2014
		<b>106636 Total</b>	<b>\$ 146.59</b>		
Atlas Building Maintenance, Inc	10-22-6300	106637	\$ 412.98	12/19/2014	Orange dereaser/Fire trucks
		<b>106637 Total</b>	<b>\$ 412.98</b>		
AT&T MOBILITY	10-02-6420	106638	\$ 33.47	12/19/2014	Cell phone usage 11-6-14 to 12-5-14
AT&T MOBILITY	10-03-6420	106638	\$ 34.16	12/19/2014	Cell phone usage 11-6-14 to 12-5-14
AT&T MOBILITY	10-06-6420	106638	\$ 94.87	12/19/2014	Cell phone usage 11-6-14 to 12-5-14
AT&T MOBILITY	10-07-6420	106638	\$ 8.72	12/19/2014	Cell phone usage 11-6-14 to 12-5-14
AT&T MOBILITY	10-14-6420	106638	\$ 46.51	12/19/2014	Cell phone usage 11-6-14 to 12-5-14
AT&T MOBILITY	10-21-6420	106638	\$ 437.04	12/19/2014	Cell phone usage 11-6-14 to 12-5-14
AT&T MOBILITY	10-21-6420	106638	\$ 410.43	12/19/2014	Mobile access on patrol units 11-03-14 to 12/02/14
AT&T MOBILITY	10-22-6420	106638	\$ 25.44	12/19/2014	Cell phone usage 11-6-14 to 12-5-14
AT&T MOBILITY	10-33-6420	106638	\$ 33.97	12/19/2014	Cell phone usage 11-6-14 to 12-5-14
AT&T MOBILITY	10-44-6420	106638	\$ 31.59	12/19/2014	Cell phone usage 11-6-14 to 12-5-14
AT&T MOBILITY	10-45-6420	106638	\$ 81.48	12/19/2014	Cell phone usage 11-6-14 to 12-5-14
AT&T MOBILITY	22-20-6420	106638	\$ 3.49	12/19/2014	Cell phone usage 11-6-14 to 12-5-14



## AP Check Register December 19, 2014

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
AT&T MOBILITY	60-50-6420	106638	\$ 286.87	12/19/2014	Cell phone usage 11-6-14 to 12-5-14
AT&T MOBILITY	63-56-6420	106638	\$ 180.02	12/19/2014	Cell phone usage 11-6-14 to 12-5-14
AT&T MOBILITY	69-47-6420	106638	\$ 10.29	12/19/2014	Cell phone usage 11-6-14 to 12-5-14
		<b>106638 Total</b>	<b>\$ 1,718.35</b>		
AutoZone	60-50-6530	106639	\$ 251.77	12/19/2014	Windshield wipers/shock absorbers
AutoZone	60-50-6530	106639	\$ 9.68	12/19/2014	Vehicle phone charger
AutoZone	63-56-6530	106639	\$ 15.33	12/19/2014	Steering wheel cover/Yukon
AutoZone	63-56-6530	106639	\$ 19.53	12/19/2014	gloves
AutoZone	63-56-6530	106639	\$ (13.28)	12/19/2014	Returned steering wheel cover
		<b>106639 Total</b>	<b>\$ 283.03</b>		
BERTOLOTTI DISPOSAL	10-33-6220	106640	\$ 78.00	12/19/2014	Bin rental
BERTOLOTTI DISPOSAL	71-07-7505	106640	\$ 433.80	12/19/2014	Bin rental and pickup service for Memorial Bldg reno
		<b>106640 Total</b>	<b>\$ 511.80</b>		
B G AUTO	62-60-6225	106641	\$ 4.82	12/19/2014	Glass cleaner for domes @ lift stations
B G AUTO	69-47-6300	106641	\$ 16.85	12/19/2014	Rislone 2-cycle engine oil
		<b>106641 Total</b>	<b>\$ 21.67</b>		
Bohannon Insurance Group	10-00-2260	106642	\$ 745.91	12/19/2014	Insurance administration/Nov 2014
		<b>106642 Total</b>	<b>\$ 745.91</b>		
BUSINESS CARD	10-01-6300	106643	\$ 58.50	12/19/2014	6 planners for City Council
BUSINESS CARD	10-01-6620	106643	\$ 239.47	12/19/2014	Deposit on Silveira dedication bronze plaque
BUSINESS CARD	10-21-6200	106643	\$ 10.00	12/19/2014	ScheduleBase 11-19-14 to 12-19-24/PD
BUSINESS CARD	10-21-6300	106643	\$ 17.66	12/19/2014	Water dispenser probe
BUSINESS CARD	10-21-6300	106643	\$ 121.80	12/19/2014	DYMO labelwriter and self adhesive labels/PD
BUSINESS CARD	10-21-6690	106643	\$ 36.10	12/19/2014	Meals/PD
BUSINESS CARD	10-22-6300	106643	\$ 253.08	12/19/2014	Patches for fire shirts/Fire Dept
BUSINESS CARD	10-33-6300	106643	\$ 13.87	12/19/2014	Honda grille emblem/portable VGA to HDMI scaler
BUSINESS CARD	10-33-6300	106643	\$ 69.75	12/19/2014	4X floor flange for 2 3/8 tubular posts
BUSINESS CARD	10-33-6690	106643	\$ 2.00	12/19/2014	Parking fee
BUSINESS CARD	10-44-6300	106643	\$ 13.87	12/19/2014	Honda grille emblem/portable VGA to HDMI scaler
BUSINESS CARD	10-45-6739	106643	\$ 104.41	12/19/2014	Supplies for teen center snack bar
BUSINESS CARD	60-50-6300	106643	\$ 13.87	12/19/2014	Honda grille emblem/portable VGA to HDMI scaler
BUSINESS CARD	60-50-6530	106643	\$ 131.00	12/19/2014	4 tires for Honda Civic
BUSINESS CARD	63-56-6300	106643	\$ 13.88	12/19/2014	Honda grille emblem/portable VGA to HDMI scaler
BUSINESS CARD	63-56-6530	106643	\$ 131.00	12/19/2014	4 tires for Honda Civic
BUSINESS CARD	63-56-6635	106643	\$ 112.68	12/19/2014	Water treatment plant operation course package
		<b>106643 Total</b>	<b>\$ 1,342.94</b>		
Canon Solutions America, Inc.	10-14-6200	106644	\$ 41.59	12/19/2014	Canon copier maintenance contract & copy charges/Nov 2014
Canon Solutions America, Inc.	10-21-6200	106644	\$ 40.42	12/19/2014	Canon copier maintenance contract & copy charges/Nov 2014
Canon Solutions America, Inc.	60-50-6200	106644	\$ 41.59	12/19/2014	Canon copier maintenance contract & copy charges/Nov 2014



## AP Check Register December 19, 2014

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
Canon Solutions America, Inc.	60-50-6200	106644	\$ 17.31	12/19/2014	Canon copier maintenance contract & copy charges/Nov 2014
Canon Solutions America, Inc.	63-56-6200	106644	\$ 41.59	12/19/2014	Canon copier maintenance contract & copy charges/Nov 2014
Canon Solutions America, Inc.	63-56-6200	106644	\$ 17.30	12/19/2014	Canon copier maintenance contract & copy charges/Nov 2014
		<b>106644 Total</b>	<b>\$ 199.80</b>		
Canon Financial Services, Inc.	10-14-6200	106645	\$ 106.06	12/19/2014	Lease payment on copiers @ city hall & PD
Canon Financial Services, Inc.	10-21-6200	106645	\$ 196.96	12/19/2014	Lease payment on copiers @ city hall & PD
Canon Financial Services, Inc.	60-50-6200	106645	\$ 86.70	12/19/2014	Lease payment on copiers @ city hall & PD
Canon Financial Services, Inc.	60-50-6200	106645	\$ 106.06	12/19/2014	Lease payment on copiers @ city hall & PD
Canon Financial Services, Inc.	63-56-6200	106645	\$ 86.70	12/19/2014	Lease payment on copiers @ city hall & PD
Canon Financial Services, Inc.	63-56-6200	106645	\$ 106.06	12/19/2014	Lease payment on copiers @ city hall & PD
		<b>106645 Total</b>	<b>\$ 688.54</b>		
Carillo Michael	10-45-6735	106646	\$ 36.00	12/19/2014	Additional pay due for youth soccer referee/Carrillo
		<b>106646 Total</b>	<b>\$ 36.00</b>		
CDW GOVERNMENT, INC	10-21-7105	106647	\$ 1,183.13	12/19/2014	12 fingerprint readers
CDW GOVERNMENT, INC	10-21-7105	106647	\$ 3,337.50	12/19/2014	25 client & server bundles/25 2- factor authentication/maintenan
		<b>106647 Total</b>	<b>\$ 4,520.63</b>		
Central Valley Toxicology, Inc.	10-21-6200	106648	\$ 68.00	12/19/2014	Drug screening tests
		<b>106648 Total</b>	<b>\$ 68.00</b>		
CENTRAL SANITARY SUPPLY	10-07-6300	106649	\$ 86.12	12/19/2014	
CENTRAL SANITARY SUPPLY	10-07-6665	106649	\$ 43.05	12/19/2014	
CENTRAL SANITARY SUPPLY	10-21-6300	106649	\$ 86.12	12/19/2014	
CENTRAL SANITARY SUPPLY	10-22-6300	106649	\$ 43.06	12/19/2014	
CENTRAL SANITARY SUPPLY	10-44-6300	106649	\$ 43.06	12/19/2014	
CENTRAL SANITARY SUPPLY	10-44-6660	106649	\$ 344.47	12/19/2014	
CENTRAL SANITARY SUPPLY	10-44-6670	106649	\$ 172.23	12/19/2014	
CENTRAL SANITARY SUPPLY	10-46-6300	106649	\$ 43.06	12/19/2014	
		<b>106649 Total</b>	<b>\$ 861.17</b>		
CEN*CAL AUTO BODY WORKS	10-21-6530	106650	\$ 3,068.94	12/19/2014	Replaced front bumper on 06 Dodge Charger
		<b>106650 Total</b>	<b>\$ 3,068.94</b>		
Chevron & Texaco Business Card Services	10-07-6500	106651	\$ 42.20	12/19/2014	Gas and diesel purchases 11-15-14 to 12-14-14
Chevron & Texaco Business Card Services	10-21-6500	106651	\$ 2,626.90	12/19/2014	Gas and diesel purchases 11-15-14 to 12-14-14
Chevron & Texaco Business Card Services	10-22-6500	106651	\$ 262.53	12/19/2014	Gas and diesel purchases 11-15-14 to 12-14-14
Chevron & Texaco Business Card Services	10-33-6500	106651	\$ 89.27	12/19/2014	Gas and diesel purchases 11-15-14 to 12-14-14
Chevron & Texaco Business Card Services	10-44-6500	106651	\$ 233.30	12/19/2014	Gas and diesel purchases 11-15-14 to 12-14-14
Chevron & Texaco Business Card Services	60-50-6500	106651	\$ 256.05	12/19/2014	Gas and diesel purchases 11-15-14 to 12-14-14
Chevron & Texaco Business Card Services	63-56-6500	106651	\$ 574.67	12/19/2014	Gas and diesel purchases 11-15-14 to 12-14-14
Chevron & Texaco Business Card Services	69-47-6500	106651	\$ 87.79	12/19/2014	Gas and diesel purchases 11-15-14 to 12-14-14
		<b>106651 Total</b>	<b>\$ 4,172.71</b>		
City of Turlock	10-15-6200	106652	\$ 5,000.00	12/19/2014	For legal services August thru December 2014



## AP Check Register December 19, 2014

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
		<b>106652 Total</b>	<b>\$ 5,000.00</b>		
CODE PUBLISHING COMPANY	10-03-6265	106653	\$ 1,115.00	12/19/2014	Electronic update of city code thru 11/27/14
		<b>106653 Total</b>	<b>\$ 1,115.00</b>		
Comcast	10-21-6200	106654	\$ 187.84	12/19/2014	T1 line from Oakdale to Newman and installation
		<b>106654 Total</b>	<b>\$ 187.84</b>		
COMCAST CABLE	10-21-6200	106655	\$ 138.90	12/19/2014	Internet for T1 line from Newman to Oakdale
		<b>106655 Total</b>	<b>\$ 138.90</b>		
CROP PRODUCTION SERVICES	60-50-6230	106656	\$ 11,883.00	12/19/2014	Gypsum and application for front 66 & back 12/WWTP
		<b>106656 Total</b>	<b>\$ 11,883.00</b>		
CSG Consultants, Inc	10-23-6215	106657	\$ 13,240.97	12/19/2014	Bldg permit issuances/Nov 2014
CSG Consultants, Inc	10-23-6215	106657	\$ 1,906.99	12/19/2014	Plan check services /Nov 2014
CSG Consultants, Inc	10-23-6215	106657	\$ 255.00	12/19/2014	Hourly inspection fee for Saputo Cheese /Nov 2014
CSG Consultants, Inc	10-23-6243	106657	\$ 50.00	12/19/2014	Business licence inspects-NV Hair-Scenic Oaks /Nov 2014
CSG Consultants, Inc	60-50-6200	106657	\$ 85.00	12/19/2014	Hourly inspection fee for solar @ WWTP /Nov 2014
CSG Consultants, Inc	71-07-7505	106657	\$ 85.00	12/19/2014	Hourly inspection fee for Memorial Bldg reno /Nov 2014
		<b>106657 Total</b>	<b>\$ 15,622.96</b>		
E&M ELECTRIC, INC.	10-07-6300	106658	\$ 8.06	12/19/2014	1 weatherhead for Memorial Bldg
E&M ELECTRIC, INC.	10-33-6200	106658	\$ 65.00	12/19/2014	Checked ballards @ corner of Main & Kern St
E&M ELECTRIC, INC.	60-50-6225	106658	\$ 1,218.01	12/19/2014	Repairs & parts for recirculation pump @ WWTP
E&M ELECTRIC, INC.	60-50-6225	106658	\$ 160.00	12/19/2014	Repairs & parts for recirculation pump @ WWTP 2 hrs labor
E&M ELECTRIC, INC.	68-68-6620	106658	\$ 443.60	12/19/2014	Material for tree planter recepticle for Christmas lights
E&M ELECTRIC, INC.	68-68-6620	106658	\$ 560.00	12/19/2014	Labor to replace recepticles for Christmas lights
E&M ELECTRIC, INC.	68-68-6620	106658	\$ 520.00	12/19/2014	Labor for tree planter recepticle for Christmas Lights
E&M ELECTRIC, INC.	68-68-6620	106658	\$ 640.00	12/19/2014	Labor for tree planter recepticle for Christmas Lights
E&M ELECTRIC, INC.	68-68-6620	106658	\$ 480.00	12/19/2014	Labor for tree planter recepticle for Christmas Lights
E&M ELECTRIC, INC.	68-68-6620	106658	\$ 640.00	12/19/2014	Labor for tree planter recepticle for Christmas Lights
		<b>106658 Total</b>	<b>\$ 4,734.67</b>		
ECONOMIC TIRE SHOP	63-56-6530	106659	\$ 11.00	12/19/2014	1 tire repair
ECONOMIC TIRE SHOP	63-56-6530	106659	\$ 11.00	12/19/2014	1 tire repair
		<b>106659 Total</b>	<b>\$ 22.00</b>		
ENVIRONMENTAL TECHNIQUES	60-50-6300	106660	\$ 3,540.00	12/19/2014	60 ProOxidizer for aeration basin #1
		<b>106660 Total</b>	<b>\$ 3,540.00</b>		
Equarius, Inc	63-56-6300	106661	\$ 113.61	12/19/2014	2 retrofit 2" direct read registers
		<b>106661 Total</b>	<b>\$ 113.61</b>		
EVO	71-21-7010	106662	\$ 12,108.27	12/19/2014	Labor and material to upfit 2014 Dodge Charger
		<b>106662 Total</b>	<b>\$ 12,108.27</b>		
FRANKLIN PET CEMETERY & C	10-21-6208	106663	\$ 10.80	12/19/2014	Animal disposal clinic
FRANKLIN PET CEMETERY & C	10-21-6208	106663	\$ 16.80	12/19/2014	Animal disposal clinic
FRANKLIN PET CEMETERY & C	10-21-6208	106663	\$ 2.80	12/19/2014	Animal disposal clinic



## AP Check Register December 19, 2014

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
		<b>106663 Total</b>	<b>\$ 30.40</b>		
GARTON TRACTOR	60-50-6530	106664	\$ 167.46	12/19/2014	Fuel, engine, fuel and hyd filters/WWTP
GARTON TRACTOR	60-50-6530	106664	\$ 49.78	12/19/2014	2.5 gals ULTRAC oil
		<b>106664 Total</b>	<b>\$ 217.24</b>		
GEOANALYTICAL LAB, INC.	60-50-6200	106665	\$ 355.00	12/19/2014	BOD/TSS/Nitrate/WWTP
GEOANALYTICAL LAB, INC.	63-56-6200	106665	\$ 877.50	12/19/2014	Bacti/EDT reporting/Chrome VI level/water dept
		<b>106665 Total</b>	<b>\$ 1,232.50</b>		
GEORGE W. LOWRY, INC	10-21-6500	106666	\$ 91.33	12/19/2014	Dyed diesel for emergency generators delivered 362 gallons
GEORGE W. LOWRY, INC	62-60-6500	106666	\$ 319.70	12/19/2014	Dyed diesel for emergency generators delivered 362 gallons
GEORGE W. LOWRY, INC	63-56-6500	106666	\$ 691.16	12/19/2014	Dyed diesel for emergency generators delivered 362 gallons
		<b>106666 Total</b>	<b>\$ 1,102.19</b>		
Gouveia Engineering, Inc	10-31-6200	106667	\$ 438.38	12/19/2014	Property legals-Westside Landscape
Gouveia Engineering, Inc	10-31-6200	106667	\$ 296.63	12/19/2014	The Villas tentative map review
Gouveia Engineering, Inc	10-31-6200	106667	\$ 286.13	12/19/2014	Manufactured bldg @ Westside Pallet
Gouveia Engineering, Inc	10-31-6200	106667	\$ 270.00	12/19/2014	Meeting with stakeholders/Rule 20A/alleys
Gouveia Engineering, Inc	18-32-7739	106667	\$ 135.00	12/19/2014	Phone conference Hwy 33/Inyo Ave
Gouveia Engineering, Inc	20-32-7776	106667	\$ 4,824.75	12/19/2014	CDBG waterline replacement
Gouveia Engineering, Inc	20-32-7782	106667	\$ 5,090.00	12/19/2014	Performed field surveys for site control/Inyo Ave sidewalk curb
Gouveia Engineering, Inc	24-32-7766	106667	\$ 1,497.50	12/19/2014	Contract agreements CNG fast fill fueling station
Gouveia Engineering, Inc	71-07-7505	106667	\$ 1,235.00	12/19/2014	Community Center construction svcs
Gouveia Engineering, Inc	71-07-7505	106667	\$ 1,638.00	12/19/2014	Memorial Bldg construction svcs
		<b>106667 Total</b>	<b>\$ 15,711.39</b>		
Grand Lodge of California	40-07-8120	106668	\$ 1,034.08	12/19/2014	Interest payment on city hall/Jan 20154
Grand Lodge of California	40-07-8130	106668	\$ 604.15	12/19/2014	Principal payment on city hall/Jan 20154
Grand Lodge of California	60-50-8125	106668	\$ 1,034.08	12/19/2014	Interest payment on city hall/Jan 20154
Grand Lodge of California	60-50-8130	106668	\$ 604.15	12/19/2014	Principal payment on city hall/Jan 20154
Grand Lodge of California	63-56-8125	106668	\$ 1,034.08	12/19/2014	Interest payment on city hall/Jan 20154
Grand Lodge of California	63-56-8130	106668	\$ 604.16	12/19/2014	Principal payment on city hall/Jan 20154
		<b>106668 Total</b>	<b>\$ 4,914.70</b>		
Harris Builders, Inc	71-07-7505	106669	\$ 79,435.20	12/19/2014	Application payment #3/Memorial Bldg reno
		<b>106669 Total</b>	<b>\$ 79,435.20</b>		
HOWK SYSTEMS, INC.	62-60-6225	106670	\$ 618.84	12/19/2014	Float relay repairs @ Canyon Creek storm lift station
		<b>106670 Total</b>	<b>\$ 618.84</b>		
Independent Stationers	10-14-6300	106671	\$ 6.03	12/19/2014	Envelope moistener
Independent Stationers	60-50-6300	106671	\$ 6.03	12/19/2014	Envelope moistener
Independent Stationers	63-56-6300	106671	\$ 6.04	12/19/2014	Envelope moistener
		<b>106671 Total</b>	<b>\$ 18.10</b>		
INFOSEND, INC	60-50-6200	106672	\$ 961.10	12/19/2014	Late notice and utility bill mailing/Nov 2014
INFOSEND, INC	63-56-6200	106672	\$ 961.10	12/19/2014	Late notice and utility bill mailing/Nov 2014



## AP Check Register December 19, 2014

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
		<b>106672 Total</b>	<b>\$ 1,922.20</b>		
IN-SYNCH SYSTEMS	10-21-6200	106673	\$ 1,020.00	12/19/2014	Monthly RMS subscription/Jan 2015
		<b>106673 Total</b>	<b>\$ 1,020.00</b>		
Jerry Haag, Urban Planner	40-06-6245	106674	\$ 1,000.00	12/19/2014	For services Area 3 master plan thru 11/30/14
		<b>106674 Total</b>	<b>\$ 1,000.00</b>		
MID VALLEY IT, INC	10-07-6200	106675	\$ 385.97	12/19/2014	Memorial Bldg cabling
MID VALLEY IT, INC	10-14-6200	106675	\$ 791.60	12/19/2014	IT CONTRACT/FIN
MID VALLEY IT, INC	10-21-6200	106675	\$ 1,583.20	12/19/2014	IT CONTRACT/PD
MID VALLEY IT, INC	10-46-6200	106675	\$ 108.42	12/19/2014	High speed managed wireless access poibnt/corp yard
MID VALLEY IT, INC	60-50-6200	106675	\$ 791.60	12/19/2014	IT CONTRACT/SEWR
MID VALLEY IT, INC	63-56-6200	106675	\$ 791.60	12/19/2014	IT CONTRACT/WATR
		<b>106675 Total</b>	<b>\$ 4,452.39</b>		
N&S TRACTOR-TURLOCK	60-50-6530	106676	\$ 188.05	12/19/2014	Brake wheel cyclinders for Case tractor
		<b>106676 Total</b>	<b>\$ 188.05</b>		
NEWMAN MINI MART	10-21-6500	106677	\$ 116.40	12/19/2014	Gas purchases at Chevron by PD
		<b>106677 Total</b>	<b>\$ 116.40</b>		
NORMAC, INC.	69-47-6300	106678	\$ 114.73	12/19/2014	1 Toro 2" valve
		<b>106678 Total</b>	<b>\$ 114.73</b>		
Normac Modesto	10-44-6690	106679	\$ 40.00	12/19/2014	Workshop registration "irrigation troubleshooting"/Singh & Pache
		<b>106679 Total</b>	<b>\$ 40.00</b>		
OPERATING ENGINEERS/	10-00-2260	106680	\$ 723.00	12/19/2014	Health insurance premium/Jan 2015
		<b>106680 Total</b>	<b>\$ 723.00</b>		
PACIFIC WATER RESOURCES	62-60-6225	106681	\$ 507.79	12/19/2014	2 Smith & Loveless solenoid valves/sewer lift station repairs
		<b>106681 Total</b>	<b>\$ 507.79</b>		
CITY OF PATTERSON	10-03-6200	106682	\$ 660.00	12/19/2014	City council video reimbursement/Nov 2014
		<b>106682 Total</b>	<b>\$ 660.00</b>		
P G & E	10-07-6410	106683	\$ 275.09	12/19/2014	Gas and electric @ 938 Fresno St
P G & E	10-07-6410	106683	\$ 1,378.07	12/19/2014	Gas and electric 10-16-14 to 11-16-14
P G & E	10-07-6665	106683	\$ 59.89	12/19/2014	Gas and electric 10-16-14 to 11-16-14
P G & E	10-21-6510	106683	\$ 33.06	12/19/2014	Natural gas pumped at CNG/Newman
P G & E	10-22-6410	106683	\$ 357.62	12/19/2014	Gas and electric 10-16-14 to 11-16-14
P G & E	10-33-6410	106683	\$ 4,936.62	12/19/2014	Gas and electric 10-16-14 to 11-16-14
P G & E	10-33-6510	106683	\$ 99.20	12/19/2014	Natural gas pumped at CNG/Newman
P G & E	10-44-6410	106683	\$ 1,067.40	12/19/2014	Gas and electric 10-16-14 to 11-16-14
P G & E	10-44-6510	106683	\$ 66.12	12/19/2014	Natural gas pumped at CNG/Newman
P G & E	10-44-6660	106683	\$ 27.20	12/19/2014	Gas and electric 10-16-14 to 11-16-14
P G & E	10-44-6670	106683	\$ 298.22	12/19/2014	Gas and electric 10-16-14 to 11-16-14
P G & E	10-45-6410	106683	\$ 216.75	12/19/2014	Gas and electric 10-16-14 to 11-16-14
P G & E	10-46-6410	106683	\$ 312.44	12/19/2014	Gas and electric 10-16-14 to 11-16-14



## AP Check Register December 19, 2014

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
P G & E	60-50-6410	106683	\$ 275.09	12/19/2014	Gas and electric @ 938 Fresno St
P G & E	60-50-6410	106683	\$ 20,247.96	12/19/2014	Gas and electric 10-16-14 to 11-16-14
P G & E	60-50-6510	106683	\$ 33.06	12/19/2014	Natural gas pumped at CNG/Newman
P G & E	62-60-6411	106683	\$ 305.60	12/19/2014	Gas and electric 10-16-14 to 11-16-14
P G & E	62-60-6412	106683	\$ 1,173.65	12/19/2014	Gas and electric 10-16-14 to 11-16-14
P G & E	63-56-6410	106683	\$ 275.08	12/19/2014	Gas and electric @ 938 Fresno St
P G & E	63-56-6410	106683	\$ 14,379.57	12/19/2014	Gas and electric 10-16-14 to 11-16-14
P G & E	63-56-6510	106683	\$ 33.06	12/19/2014	Natural gas pumped at CNG/Newman
P G & E	69-47-6410	106683	\$ 3,086.67	12/19/2014	Gas and electric 10-16-14 to 11-16-14
		<b>106683 Total</b>	<b>\$ 48,937.42</b>		
R-SAFE SPECIALTY	10-33-6300	106684	\$ 15.07	12/19/2014	1 hard hat
R-SAFE SPECIALTY	10-33-6300	106684	\$ 22.75	12/19/2014	Class 3 rain suits
R-SAFE SPECIALTY	10-44-6300	106684	\$ 35.39	12/19/2014	Class 3 rain suits
R-SAFE SPECIALTY	10-46-6300	106684	\$ 51.65	12/19/2014	25 person metal first aid kit
R-SAFE SPECIALTY	60-50-6300	106684	\$ 30.34	12/19/2014	Class 3 rain suits
R-SAFE SPECIALTY	63-56-6300	106684	\$ 50.56	12/19/2014	Class 3 rain suits
R-SAFE SPECIALTY	63-56-6300	106684	\$ 54.34	12/19/2014	Class 3 rain jacket and safety boots
R-SAFE SPECIALTY	69-47-6300	106684	\$ 12.65	12/19/2014	Class 3 rain suits
		<b>106684 Total</b>	<b>\$ 272.75</b>		
Rabobank	10-02-6120	106685	\$ 750.00	12/19/2014	HSA derposit Jan 2015
Rabobank	10-06-6120	106685	\$ 225.00	12/19/2014	HSA derposit Jan 2015
Rabobank	10-07-6120	106685	\$ 750.00	12/19/2014	HSA derposit Jan 2015
Rabobank	10-14-6120	106685	\$ 1,237.50	12/19/2014	HSA derposit Jan 2015
Rabobank	10-21-6120	106685	\$ 12,212.50	12/19/2014	HSA derposit Jan 2015
Rabobank	10-33-6120	106685	\$ 375.00	12/19/2014	HSA derposit Jan 2015
Rabobank	60-50-6120	106685	\$ 8,343.75	12/19/2014	HSA derposit Jan 2015
Rabobank	62-60-6120	106685	\$ 375.00	12/19/2014	HSA derposit Jan 2015
Rabobank	63-56-6120	106685	\$ 7,856.25	12/19/2014	HSA derposit Jan 2015
Rabobank	69-47-6120	106685	\$ 375.00	12/19/2014	HSA derposit Jan 2015
Rabobank	73-70-6120	106685	\$ 225.00	12/19/2014	HSA derposit Jan 2015
		<b>106685 Total</b>	<b>\$ 32,725.00</b>		
ROCHA BACKHOE SERVICE, IN	10-33-6300	106686	\$ 422.50	12/19/2014	39 tons concrete sand delivered @ corp yard
ROCHA BACKHOE SERVICE, IN	63-56-6300	106686	\$ 422.50	12/19/2014	39 tons concrete sand delivered @ corp yard
		<b>106686 Total</b>	<b>\$ 845.00</b>		
SIERRA DISPLAY, INC.	68-68-6620	106687	\$ 598.27	12/19/2014	24) 70-light LED string lights/downtown
		<b>106687 Total</b>	<b>\$ 598.27</b>		
SPRINGBROOK SOFTWARE	10-14-6310	106688	\$ 273.33	12/19/2014	Monthly web payments/Nov 2014
SPRINGBROOK SOFTWARE	60-50-6310	106688	\$ 273.33	12/19/2014	Monthly web payments/Nov 2014
SPRINGBROOK SOFTWARE	63-56-6310	106688	\$ 273.34	12/19/2014	Monthly web payments/Nov 2014



## AP Check Register December 19, 2014

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
		<b>106688 Total</b>	<b>\$ 820.00</b>		
State of Calif Dept of Justice	10-00-2014	106689	\$ 327.00	12/19/2014	Fingerprint livescan fees/Nov 2014
State of Calif Dept of Justice	10-14-6200	106689	\$ 32.00	12/19/2014	Fingerprint livescan fees/Nov 2014
State of Calif Dept of Justice	10-21-6200	106689	\$ 113.00	12/19/2014	Fingerprint livescan fees/Nov 2014
		<b>106689 Total</b>	<b>\$ 472.00</b>		
Stanislaus County Auditor-Controller	10-03-6240	106690	\$ 153.24	12/19/2014	Measure Z fee for 11/04/14 election
Stanislaus County Auditor-Controller	10-21-6510	106690	\$ 14.15	12/19/2014	Natural gas pumped @ Morgan Road fueling station
Stanislaus County Auditor-Controller	10-21-6510	106690	\$ 3.33	12/19/2014	Natural gas pumped @ Morgan Road fueling station
		<b>106690 Total</b>	<b>\$ 170.72</b>		
TOSTA BARBARA J.	10-45-6725	106691	\$ 135.00	12/19/2014	Young @ Heart instructor/Nov 2014
		<b>106691 Total</b>	<b>\$ 135.00</b>		
True Blue Veterinary Group	10-21-6208	106692	\$ 75.00	12/19/2014	Neuter
True Blue Veterinary Group	10-21-6208	106692	\$ 900.00	12/19/2014	Monthly contract animal control/Dec 2014
		<b>106692 Total</b>	<b>\$ 975.00</b>		
HURST SUSIE	63-00-2010	106693	\$ 8.12	12/19/2014	Refund Check
		<b>106693 Total</b>	<b>\$ 8.12</b>		
BUENO JESSICA	63-00-2010	106694	\$ 100.12	12/19/2014	Refund Check
		<b>106694 Total</b>	<b>\$ 100.12</b>		
MARTINEZ EDUARDO	63-00-2010	106695	\$ 91.22	12/19/2014	Refund Check
		<b>106695 Total</b>	<b>\$ 91.22</b>		
UNIVAR USA, INC	63-56-6300	106696	\$ 778.24	12/19/2014	272 gals sodium hypochlorite delivered @ well #8
		<b>106696 Total</b>	<b>\$ 778.24</b>		
VALLEY PARTS SERVICE	10-21-6530	106697	\$ (2.43)	12/19/2014	BEAM blade/return of accufit conventional
VALLEY PARTS SERVICE	10-21-6530	106697	\$ 49.79	12/19/2014	4 AccuFit wiper blades/washer fluid
VALLEY PARTS SERVICE	10-21-6530	106697	\$ 141.87	12/19/2014	NAPA battery with core deposit/battery cleaner
VALLEY PARTS SERVICE	10-21-6530	106697	\$ (15.00)	12/19/2014	Battery core return
VALLEY PARTS SERVICE	60-50-6530	106697	\$ 36.07	12/19/2014	cordless spotlit for 2015 pickup
VALLEY PARTS SERVICE	60-50-6530	106697	\$ 233.08	12/19/2014	Air and fuel filters/motor oil
		<b>106697 Total</b>	<b>\$ 443.38</b>		
Wells Fargo Bank/ATT: VCFFLSAP	10-22-6200	106698	\$ 1,750.00	12/19/2014	Volunteer firefighter length of service award/CSFEWBC-VLSA
		<b>106698 Total</b>	<b>\$ 1,750.00</b>		
MATTOS NEWSPAPERS, INC.	10-01-6620	106699	\$ 21.53	12/19/2014	Invitations for J. Silveira tribute
MATTOS NEWSPAPERS, INC.	10-01-6620	106699	\$ 75.00	12/19/2014	Congratuylations ad Fall sports
MATTOS NEWSPAPERS, INC.	10-06-6600	106699	\$ 88.00	12/19/2014	Public hearing ad 2014-9
MATTOS NEWSPAPERS, INC.	10-14-6300	106699	\$ 92.01	12/19/2014	1000 applications for utility service
MATTOS NEWSPAPERS, INC.	10-21-6300	106699	\$ 166.82	12/19/2014	#10 printed envelopes/PD
MATTOS NEWSPAPERS, INC.	10-21-6300	106699	\$ 207.45	12/19/2014	500 pet license forms
MATTOS NEWSPAPERS, INC.	60-50-6300	106699	\$ 92.01	12/19/2014	1000 applications for utility service
MATTOS NEWSPAPERS, INC.	63-56-6300	106699	\$ 92.00	12/19/2014	1000 applications for utility service



## AP Check Register December 19, 2014

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
		<b>106699 Total</b>	<b>\$ 834.82</b>		
WESTSIDE THEATER FOUNDATI	10-01-6690	106700	\$ 66.75	12/19/2014	Reimbursement for supplies for Mayor's Dinner meeting
		<b>106700 Total</b>	<b>\$ 66.75</b>		
YANCEY LUMBER COMPANY	10-21-6208	106701	\$ 13.95	12/19/2014	Concreated bleach/dish detergent/dog shampoo/pine sol
YANCEY LUMBER COMPANY	10-21-6307	106701	\$ 101.16	12/19/2014	Dog food
YANCEY LUMBER COMPANY	10-22-6300	106701	\$ 11.61	12/19/2014	swivel spray aerator
YANCEY LUMBER COMPANY	10-44-6300	106701	\$ 28.05	12/19/2014	all thread/hack blade/lock nuts/padlock/oil
YANCEY LUMBER COMPANY	10-46-6300	106701	\$ 3.87	12/19/2014	Gorilla duct tape
YANCEY LUMBER COMPANY	63-56-6300	106701	\$ 52.72	12/19/2014	Red rust spray paint/hose/pistol nozzle
		<b>106701 Total</b>	<b>\$ 211.36</b>		
ZEE MEDICAL SERVICE CO	10-21-6300	106702	\$ 47.36	12/19/2014	Eye wash kit/Eye & skin flushing solution/sheer strips/elastic
		<b>106702 Total</b>	<b>\$ 47.36</b>		
		<b>Grand Total</b>	<b>\$ 289,457.66</b>		



## ACH Register for Council December 17, 2014

<b>Vendor</b>	<b>Account No</b>	<b>Invoice No</b>	<b>Description</b>	<b>Amount</b>	<b>ACH Check</b>
SJZIA	10-00-2260	Jan-15	Health insurance premium/ Jan 2015	\$ 15,505.85	TRUE
				<b>\$ 15,505.85</b>	<b>TRUE Total</b>
				<b>\$ 15,505.85</b>	<b>Grand Total</b>



## Manual Check Register

### December 17, 2014

Vendor	Fund-Dept-Acct	Amount	Check #	Check Date	Description
Harris Builders, Inc	71-07-7505	\$ 72,794.70	106618	12/10/2014	Application payment #2 Memorial Bldg reno
		<b>\$ 72,794.70</b>	<b>106618 Total</b>		
CITY OF NEWMAN-PD	10-00-5820	\$ 1,500.00	106617	12/10/2014	Shop with a cop/gift from WalMart
		<b>\$ 1,500.00</b>	<b>106617 Total</b>		
		<b>\$ 74,294.70</b>	<b>Grand Total</b>		



**MINUTES**  
**NEWMAN CITY COUNCIL**  
**REGULAR MEETING DECEMBER 9, 2014**  
**CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET**

1. **Call To Order** - Mayor Katen 7:00 P.M.
2. **Pledge Of Allegiance.**
3. **Invocation** – Mayor Pro Tem Martina.
4. **Roll Call - PRESENT:** Davis, Candea, Martina And Mayor Katen.  
**ABSENT:** Hutchins (Excused).
5. **Report On Canvass Of Vote**
  - a. Adopt Resolution No. 2014-62, Declaring The Results Of The Municipal Election Held On November 4, 2014.

**ACTION:** On Motion By Martina Seconded By Davis And Unanimously Carried, Resolution No. 2014-62, A Resolution Declaring The Results Of The Municipal Election Held On November 4, 2014 Was Adopted By The Following Vote: AYES: Davis, Candea, Martina And Katen; NOES: None; ABSENT: Hutchins; NOT PARTICIPATING: None.

- b. Oath Of Office To Newly Elected Council Members.

City Attorney Goldstein Administered The Oath Of Office To Mayor Ed Katen And Council Members Nicholas Candea And Casey Graham.

6. **Declaration Of Conflicts Of Interest** – None.
7. **Ceremonial Matters**– None.
8. **Items from the Public - Non-Agenda Items**

Barbara Powell, 2043 Patrick Drive, Noted That She Had Recently Returned From Oregon After Being Gone For Six Months. Powell Explained That She And Her Husband Make That Trip Annually And Have Done So For Many Years. She Noted That In Previous Years She Would Notify The City Of Her Absence And The City Would Only Charge Water Service Which They Used For Their Landscaping. Powell Explained That Now She Is Being Forced To Pay Water, Sewer And Garbage. She Went On To Explain That The Post Office Is Now Handling Their Mail Differently And That It Took Weeks For Her To Receive Her City Of Newman Bill And Noted That She Was At Risk Of Having Her Services Terminated Because She Had Not Received It In A Timely Manner. Powell Asked The City To Reconsider Its Policy For Those Who Take Extended Vacations And Stated That She Feels She Paid \$353.00 For Services She Did Not Utilize.

City Manager Holland Noted That The Current Ordinance Did Not Allow For Reduced Charges During Extended Absences But If The Council Desired, Staff Could Review The Ordinance And Report Back In January.

Mayor Katen and Council Member Martina Both Asked Staff To Review The Ordinance Related To Utility Charges For Those Who Are Absent For Long Periods Of Time.

City Manager Holland Stated That He Would Bring This Item Back To The Council As An Information Item In January.

## 9. Consent Calendar

- a. Waive All Readings Of Ordinances And Resolutions Except By Title.
- b. Approval Of Warrants.
- c. Approval Of Minutes Of The November 18, 2014 Meeting.

**ACTION:** On A Motion By Candea Seconded By Martina, The Consent Calendar Was Approved By The Following Vote: AYES: Davis, Graham, Candea, Martina And Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

## 10. Public Hearings – None.

## 11. Regular Business

- a. Adopt Resolution No. 2014-63, A Resolution Receiving And Accepting The General Purpose Financial Statement And Transportation Development Act Audits For The Fiscal Year Ending June 30<sup>th</sup>, 2014.

Michelle Gallagher, Lead Auditor With Clendenin Bird & Company, Reviewed The Financial Documents And Explained That The City Had Received The Highest Possible Audit Grade. Gallagher Noted That The Audit Process Had Gone Smoothly And That There Were No Adjusting Journal Entries, Findings Or Concerns.

**ACTION:** On Motion By Graham Seconded By Davis, Resolution No. 2014-63, Receiving And Accepting The General Purpose Financial Statement And Transportation Development Act Audits For The Fiscal Year Ending June 30<sup>th</sup>, 2014 Was Adopted By The Following Vote: AYES: Davis, Graham, Candea, Martina And Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

- b. Adopt Resolution No. 2014-64, A Resolution Approving An Application Submittal For 2014 Water-Energy Grant To The California Department Of Water Resources And Authorizing The City Manager Or Designee To Execute All Grant Documents, Applications, Agreements, And Amendments Associated With Grant Projects.

**ACTION:** On Motion By Candea Seconded By Martina, Resolution No. 2014-64, Approving An Application Submittal For 2014 Water-Energy Grant To The California Department Of Water Resources And Authorizing The City Manager Or Designee To Execute All Grant Documents, Applications, Agreements, And Amendments Associated With Grant Projects Was Adopted By The Following Vote: AYES: Davis, Graham, Candea, Martina And Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

- c. Adopt Resolution No. 2014- 65, A Resolution Updating The Rental Fees For The Louis J. Newman Memorial Center.

**ACTION:** On Motion By Martina Seconded By Candea, Resolution No. 2014-65, Updating The Rental Fees For The Louis J. Newman Memorial Center Was Adopted By The Following Vote: AYES: Davis, Graham, Candea, Martina And Katen; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

d. City Council Reorganization - Selection Of Mayor Pro Tem And Committee Assignments.

**The Following Committee Assignments Were Made By The City Council for 2015/2016:**

1. Mayor Pro Tem - (1) Martina
2. StanCOG - (1 & Alternate) Katen/Candea
3. The Alliance - (1 & Alternate) Katen/Holland
4. LAFCO City Selection Committee - (1) Katen
5. City Of Newman Representative to LAFCO - (1) Graham
6. Stanislaus Mayor's Committee - (1) Katen
7. League of California Cities Executive Committee - (1 & Alternate) - Martina/Candea
8. School Liaison Representatives - (2 & Alternate) - Martina/Graham/Candea
9. Infrastructure Committee (Formerly WWTP Task Force) - (1 & Alternate) Davis/Candea
10. EDAC - (2) Holland/Candea
11. Crows Landing Air Field/West Side Economic Development (1 & Alternate) - Davis/Graham
12. TOSCA - (1) Katen
13. Solid Waste Task Force - (1 & Alternate) - Public Works Director/Public Works Superintendent
14. Chamber Of Commerce - (1 & Alternate) - Candea/Martina
15. West Side Theatre Liaison - (1 & Alternate) - Martina/Candea
16. Public Safety Committee - (2) Katen/Graham
17. Countywide Disaster Council - (1 & Alternate) Katen/Graham
18. San Joaquin Valley Air Pollution Control District Special City Selection Committee -  
(1 & Alternate) Graham/Public Works Director
19. West Side Healthcare Taskforce - (2) Martina/Candea
20. Orestimba Creek Flood Control - (1) Katen

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

Supervisor DeMartini Reported That The Westley Triangle Construction Project Was Completed. DeMartini Mentioned That Both Crows Landing Water Wells Had Failed And Noted That The County Was Working With The Crows Landing Community Water District To Utilize Water Trucks to Flush Out One Of The Wells And Dispose Of The Excess Water At The County Landfill. He Informed The City Council That The 2015 Healthcare Taskforce Calendars Were Complete And Available for Distribution. DeMartini Concluded By Reminding Everyone That The Next West Side HealthCare Taskforce Meeting Would Be On January 22<sup>nd</sup> In Patterson.

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

City Manager Holland Reminded Everyone That The December 23<sup>rd</sup> City Council Meeting Was Cancelled And That City Offices Would Be Closed From December 25<sup>th</sup> To January 4, 2015 For The Winter Holiday Closure. Holland Mentioned That Measure Z The Urban Growth Measure Had Passed Thereby Implementing A 25-Year Growth Boundary That Matches The General Plan. He Reported That The Skate Plaza Construction Plans Were 98% Complete And That The Project Could Possibly Go Out To Bid As Soon As January. Holland Noted That The Aquatic Center Sub-Committee Had Just Met And Would Like To Present A Funding Plan To The Full City Council Sometime In January. He Informed Everyone That Fire Chief Mel Souza Plans To Retire In June And Noted That He Would Like To Meet With The Public Safety Committee To Discuss The Future Of That Position. Holland Concluded By Warning Residents To Be Prepared For The Impending Strong Storms That Will Be Accompanied By High Winds And Noted That Sandbags Were Available At The Corporation Yard.

Chief Richardson Provided The City Council With An Update Regarding The Police Dispatch Project.

Public Works Director Kim Reported That Water Use In The City Of Newman Was Reduced By 48% For The Month Of November. Kim Noted That Sandbags Were Available At The Corporation Yard In Case The Impending Storms Cause Any Local Flooding.

Finance Director Humphries Noted That The 2013-2014 Fiscal Year General Fund Deficit Was Reduced From \$426,000.00 To \$120,000.00 Through The Efforts Of All The Departments Within The City. Humphries Noted That The City's Reserves Were 70% While Most Cities Have A 25% Or Lower Reserve. He Concluded By Mentioning That Both Enterprise Funds Are Had Experienced An Increase In Their Net Position.

City Planner Ocasio Reported That Staff Had Diligently Been Working On A CMAQ Application For Additional Road Amenities And Indicated That The Application Would Be Submitted To StanCOG Later That Week. Ocasio Noted That The No Soliciting Registry Application Form Would Be Included In The Next City Utility Bill. She Pointed Out That The No Soliciting Registry Application Form Gives Residents The Opportunity To Add Their Address To The 2015 Registry But Reminded That Residents Would Have To Renew Annually.

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

Council Member Graham Introduced His Family That Was In Attendance At The Council Meeting And Thanked Them For Their Support. Graham Also Congratulated The Other Successful Candidates.

Council Member Davis Indicated That She Was Concerned About The Danger Of Some Trees During The Impending Storms And Noted That Some Additional Tree Trimming Needed To Be Done.

Council Member Candea Introduced Karrie, His Wife Of 30 Years, Congratulated All The Successful Candidates And Noted That He Looked Forward To Working With Everyone.

Mayor Katen Introduced His Wife and Mother-in Law And Thanked Them For Being There. Katen Also Congratulated All The Other Successful Candidates. He Noted That The Tree Lighting Was A Great Event, That The Downtown Looked Great And Thanked Staff For Their Efforts Related To Recognition Of Former Mayor Jim Silveira. Katen Indicated That The Family Of Mayor Silveira Was Appreciative And Genuinely Pleased.

## **15. Adjournment.**

**ACTION:** On Motion By Candea Seconded By Martina And Unanimously Carried, The Meeting Was Adjourned At 8:07 P.M.

**REPORT ON NUISANCE ABATEMENT**

**RECOMMENDATION:**

Adopt Resolution No. 2015- , Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.

**BACKGROUND:**

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

**ANALYSIS:**

This notice informs property owners of all nuisance abatement procedures, option and their right to object at a public hearing. It is anticipated that many property owners will comply with the abatement notices prior to the hearing date. A final compliance survey will be done on Monday, January 12, 2015. A list of properties that have not complied with the abatement notice will be handed out at the council meeting prior to the public hearing.

**FISCAL IMPACT:**

None

**CONCLUSION:**

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

**ATTACHMENTS:**

1. Resolution No. 2015- , a resolution declaring the existence of a public nuisance
2. Exhibit A – Abatement List

Respectfully submitted,



Randy Richardson, Chief of Police

**REVIEWED/CONCUR:**



Michael Holland, City Manager

**RESOLUTION NO. 2015-**

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

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

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

WHEREAS, said hearing was held on January 13, 2015, at 7:00 p.m., as in said notice provided; and,

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

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

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 13<sup>th</sup> day of January, 2015 by Council Member \_\_\_\_\_, who moved its adoption, which motion was duly seconded and was adopted upon roll call vote.

AYES:  
NOES:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

**City of Newman**  
Abatement list

**1. 1284 Duck Blind Cir.**

There is overgrown vegetation in the front and side yard of the property.







**REPORT ON PROPOSED ORDINANCE AMENDING TITLE 9 POLICE REGULATIONS,  
CHAPTER 9.01, SECTION 070 (HANDBILLS) OF THE NEWMAN MUNICIPAL CODE**

**RECOMMENDATION:**

It is recommended that the City Council introduce by title and waive the reading of the attached ordinance amending Title 9 Police Regulations; Chapter 9.01.070 (Handbills, distribution of.), of the Newman Municipal Code.

**BACKGROUND:**

On November 18, 2014, the City Council was presented with a number of potential revisions to the City's Handbill Ordinance; it was determined that an Ordinance amendment that included the following was preferred:

1. Handbill/Leaflet Style and Placement
2. Prohibition from Distribution to residences bearing "No Solicitors" (or similar) signage.
3. Prohibition from Distribution to residences currently listed on the No Soliciting Registry.
4. Excessive handbills/leaflet distribution considered littering.

**ANALYSIS:**

Staff has researched numerous Ordinances as well as case law and has prepared the following revisions/additions to the Ordinance:

Handbill/Leaflet Style and Placement

Handbills/Leaflets must be given to the occupant directly or placed at the main door or entrance in the form of a door-hanger style handbill/leaflet. Placement of handbills on garage doors, windows or yards is prohibited.

Distribution to residences bearing "No Soliciting" signage.

Handbills/Leaflets shall not be deposited at residences bearing a "No Solicitors" (or similar) signage.

Distribution to residences currently listed on the No Soliciting Registry.

Handbills/Leaflets shall not be deposited at residences currently listed on the Do Not Disturb Registry.

Excessive handbills/leaflet distribution considered littering.

Excessive handbill distribution (i.e. willful or negligent throwing or placement of paper, etc.) shall be deemed Littering as defined in California Penal Code §374 and enforced as such. Enforcement and penalties are described in the next section.

Enforcement/Penalties

Any person who engages in the business of advertising from door to door, distribute, or cause to be distributed, within the City any handbills or other printed or written advertising matter, who violate any of the provisions of the Ordinance shall be deemed guilty of a misdemeanor and/or infraction and shall be subject to criminal prosecution and/or administrative citation as referenced in NMC Chapters 8.05 and 8.06.

It is important to note that the Penal Code Section referenced above will not be specifically identified in the Ordinance. Instead, the broader description of "misdemeanor and/or infraction" will allow the City more flexible enforcement and penalty opportunities.

**FISCAL IMPACT:**

1. Costs associated with the adoption of this ordinance are nominal.

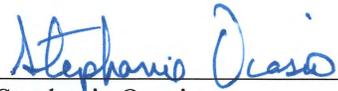
**CONCLUSION:**

Staff has researched various case law and regulations pertaining to the distribution of handbills and leaflets. Per the direction of the City Council and in conjunction with the City Attorney, staff has prepared a draft Ordinance addressing the concerns expressed during previous City Council meetings. Therefore, staff recommends that the Council introduce and hold the first reading of Ordinance No. 2015-amending Title 9 Police Regulations; Chapter 9.01.070 (Handbills, distribution of.), of the Newman Municipal Code.

**ATTACHMENTS:**

1. Exhibit A – Proposed Ordinance No. 2015-

Respectfully submitted,



Stephanie Ocasio  
City Planner

**REVIEWED/CONCUR**



Michael Holland  
City Manager

**ORDINANCE NO. 2015-**

**AN ORDINANCE OF THE CITY OF NEWMAN AMENDING  
TITLE 9 POLICE REGULATIONS; CHAPTER 9.01.070 (HANDBILLS, DISTRIBUTION OF.),  
OF THE NEWMAN MUNICIPAL CODE**

WHEREAS, the City Council is concerned about the existence of excessive handbill and leaflet distribution; and

WHEREAS, the City Council is concerned with the safety and security of its residents; and

WHEREAS, the City of Newman is desirous of drafting a comprehensive policy to heighten enforcement of its code requirements and require advertisers to comply with the City's municipal code; and

WHEREAS, the proposed ordinance is not defined as a project under CEQA because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NEWMAN DOES ORDAIN AS FOLLOWS:

**SECTION 1.**

Title 9 Police Regulations, Chapter 9.01.070 (Handbills, distribution of.), of the Newman City Code is amended as follows:

**CITY OF NEWMAN  
Chapter 9.01.070**

**9.01.070 Handbills, distribution of.**

A. It shall be unlawful for any person to distribute, or cause to be distributed, within the City any handbills or other printed or written advertising matter by, in any way, placing or causing the same to be placed, in or about any lot, yard, building or other structure within the City, not owned or occupied by the person distributing the same, *unless the following conditions are met:*

1. *Handbills/Leaflets must be given to the occupant directly or placed at the main door or entrance in the form of a door-hanger style handbill/leaflet. Placement of handbills on garage doors, windows or yards is prohibited.*
2. *Handbills/Leaflets shall not be deposited at residences bearing a "No Solicitors" (or similar) signage.*
3. *Handbills/Leaflets shall not be deposited at residences currently listed on the Do Not Disturb Registry.*

B. ~~and it~~ shall be unlawful for any person to distribute any handbill or other printed or written advertising matter by placing or causing the same to be placed in or on any automobile or other vehicle within the City, not owned or operated by the person distributing the same, unless the consent or permission of such owner or operator has been obtained therefor.

C. *Excessive handbill/leaflet distribution shall be deemed as littering and enforced as such.*

~~B.D.~~ The provisions of this section shall not be deemed to apply to any newspaper or any publication printing news of a general nature and keeping advertising space therein open to the public, and the publishing of general advertising matter therein; nor shall the provisions of this section be deemed to apply to any legal notices permitted or required by law to be posted upon any lot, building or structure, or to cards or notices advertising such lot, building or structure for sale, or that the same or some part thereof is for rent. (Ord. 129, 5-11-1937)

E. *Any person who engages in the business of advertising from door to door, distribute, or cause to be distributed, within the City any handbills or other printed or written advertising matter, who violate any of the provisions of this chapter shall be deemed guilty of a misdemeanor and/or infraction and shall be subject to criminal prosecution and/or administrative citation as referenced in NCC Title 8, Health and Sanitation, Chapters 8.05 and 8.06.*

SECTION 2.

All other sections and provisions of Title 9 shall remain in full force and effect.

SECTION 3.

That a duly noticed public hearing was held by the City Council.

SECTION 4.

This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published and circulated in the City of Newman and thenceforth and thereafter the same shall be in full force and effect.

Introduced at a regular meeting of the City Council of the City of Newman held on the 13<sup>th</sup> day of January, 2015 by Council Member \_\_\_\_\_, and adopted at a regular meeting of said City Council held on the \_\_\_ day of \_\_\_\_\_, 2015 by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

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

ATTEST:

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

Honorable Mayor and Members  
of the Newman City Council

**ADOPT RESOLUTION NO. 2015- , AUTHORIZING THE CITY MANAGER AND THE DIRECTOR OF PUBLIC WORKS TO EXECUTE COOPERATIVE AGREEMENT WITH THE CALTRANS FOR THE HIGHWAY 33 – INYO AVENUE INTERSECTION WIDENING AND TRAFFIC SIGNAL INSTALLATION PROJECT**

**RECOMMENDATION:**

It is recommended that the City Council adopt Resolution No. 2015- , authorizing the City Manager and the Director of Public Works to execute Cooperative Agreement with Caltrans for the Highway 33 – Inyo Avenue Intersection Widening and Traffic Signal Installation Project.

**BACKGROUND:**

The City of Newman was successful in receiving Regional Surface Transportation Project funding for the Highway 33 – Inyo Avenue Intersection and Traffic Signal Improvement Project. The project consists of installing curb, gutter, sidewalk, and matching paving, handicap ramps and the underground conduits for future traffic signals. The traffic signals are not anticipated to be installed at this time due to the intersection not meeting the Caltrans traffic signal warrants. However, at a future date when the warrants are met, then the intersection signals can be installed. The City is using Toll Credits; therefore no local match is required for this project.

**ANALYSIS:**

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

**FISCAL IMPACT:**

None

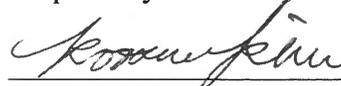
**CONCLUSION:**

The City of Newman receives funding through Caltrans for various projects throughout the City. As part of the approval process, Caltrans requires authorization from City Council for the City Manager and the Director of Public Works to sign specific documents related to the projects in order to secure the funding. Therefore, staff is recommending City Council adopt Resolution No. 2015- , authorizing the City Manager and the Director of Public Works to execute Cooperative Agreement with Caltrans for the Highway 33 – Inyo Avenue Intersection Widening and Traffic Signal Installation Project.

**ATTACHMENTS:**

1. Resolution No. 2015-
2. Cooperative Agreement with Caltrans for the Highway 33 – Inyo Avenue Intersection Widening and Traffic Signal Installation Project

Respectfully Submitted,



Koosun Kim  
Director of Public Works

**REVIEWED/CONCUR:**



Michael E. Holland  
City Manager

**RESOLUTION NO. 2015-**

**ADOPT RESOLUTION NO. 2015- , AUTHORIZING THE CITY MANAGER AND THE DIRECTOR OF PUBLIC WORKS TO EXECUTE COOPERATIVE AGREEMENT WITH THE CALTRANS FOR THE HIGHWAY 33 – INYO AVENUE INTERSECTION WIDENING AND TRAFFIC SIGNAL INSTALLATION PROJECT**

WHEREAS, the City of Newman was successful in receiving Regional Surface Transportation Project funding for the construction of the Highway 33 – Inyo Avenue Intersection Widening and Traffic Signal Installation Project; and

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

WHEREAS, the City of Newman wishes to delegate authorization to execute these agreements and any amendments thereto to the City Manager and the Director of Public Works to execute all Cooperative Agreements and any amendments thereto with the California Department of Transportation; and

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

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 13th day of January, 2015 by \_\_\_\_\_, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES:  
NOES:  
ABSENT:

APPROVED:

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

ATTEST:

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

## **COOPERATIVE AGREEMENT COVER SHEET**

### **Work Description**

Intersection widening and signal installation at the intersection of State Route (SR) 33 and Inyo Avenue in the city of Newman

### **Contact Information**

#### **CALTRANS**

Sinaren Pheng, Project Manager  
1976 E. Dr. Martin Luther King Jr., Boulevard  
Stockton, CA 95205  
Office Phone: 209.948.7972  
Email: sinaren.pheng@dot.ca.gov

#### **CITY OF NEWMAN**

Koosun Kim, Public Works Director  
938 Fresno Street, P.O. Box 787  
Newman, CA 95360  
Office Phone: 209.862.4448  
Email: kkim@cityofnewman.com

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## **COOPERATIVE AGREEMENT**

This AGREEMENT, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Newman, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

### **RECITALS**

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this AGREEMENT, intersection widening and signal installation at the intersection of State Route (SR) 33 and Inyo Avenue in the city of Newman will be referred to hereinafter as PROJECT. This description only serves to identify the PROJECT. The project scope of work is defined in the appropriate authorizing documents for the PROJECT per the Project Development Procedures Manual.
3. All responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
  - Project Approval and Environmental Document (PA&ED)
  - Plans, Specifications, and Estimate (PS&E)
  - Right of Way Support (R/W SUPPORT)
  - Right of Way Capital (R/W CAPITAL)
  - CONSTRUCTION SUPPORT
  - CONSTRUCTION CAPITAL
4. This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
5. No PROJECT deliverables have been completed prior to this AGREEMENT.
6. In this AGREEMENT capitalized words represent either defined terms or acronyms.
7. PARTNERS hereby set forth the terms, covenants, and conditions of this AGREEMENT, under which they will accomplish OBLIGATIONS.

## **RESPONSIBILITIES**

### **Sponsorship**

8. CITY is the SPONSOR for 100% of the PROJECT COMPONENTS included in this AGREEMENT.

### **Funding**

9. FUNDING PARTNERS, funding limits, spending limits, billing, and payment details are documented in the FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this AGREEMENT.

PARTNERS will execute a new FUNDING SUMMARY each time the funding, billing and payment details of the PROJECT change. The FUNDING SUMMARY will be executed by a legally authorized representative of the respective PARTNERS. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this AGREEMENT.

Replacement of the FUNDING SUMMARY will not require an amendment to the body of this AGREEMENT unless the funding changes require it.

10. All costs incurred for WORK except those that are specifically excluded in this AGREEMENT are OBLIGATIONS COSTS. OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the PARTNER incurring the costs from funds that are outside the scope of this AGREEMENT.

### **Implementing Agency**

11. CITY is IMPLEMENTING AGENCY for PA&ED.
12. CITY is IMPLEMENTING AGENCY for PS&E.
13. CITY is IMPLEMENTING AGENCY for RIGHT OF WAY.
14. CITY is IMPLEMENTING AGENCY for CONSTRUCTION.
15. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN.
16. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.

**Independent Quality Assurance (IQA)**

17. CALTRANS will provide Independent Quality Assurance (IQA) for the portions of WORK within existing and proposed SHS right of way.

The cost of CALTRANS' IQA is not an OBLIGATIONS COST.

**Environmental Document Quality Control (EDQC) Program**

18. Per NEPA assignment and CEQA statutes, CALTRANS will perform Environmental Document Quality Control and NEPA Assignment Review Procedures for environmental documentation.

The cost of CALTRANS' EDQC is not an OBLIGATIONS COST.

**CEQA/NEPA Lead Agency**

19. CALTRANS is the CEQA lead agency for the PROJECT.
20. CALTRANS is the NEPA lead agency for the PROJECT.

**Environmental Permits, Approvals and Agreements**

21. PARTNERS will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this AGREEMENT.
22. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits where the permits are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

**Project Approval and Environmental Document (PA&ED)**

23. As IMPLEMENTING AGENCY for PA&ED, CITY is responsible for all PA&ED WORK except those PA&ED activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
24. The PARTNER preparing the environmental documentation, including the studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

**California Environmental Quality Act (CEQA)**

25. CALTRANS will determine the type of environmental documentation required and will cause that documentation to be prepared in accordance with CEQA requirements.

26. Any PARTNER involved in the preparation of CEQA environmental documentation will prepare the documentation to meet CEQA requirements and follow CALTRANS standards that apply to the CEQA process.
27. Any PARTNER preparing any portion of the CEQA environmental documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
28. CITY will submit CEQA-related public notices to CALTRANS for review, comment, and approval prior to publication and circulation.
29. CITY will submit all CEQA-related public meeting materials to CALTRANS for review, comment, and approval at least ten (10) working days prior to the public meeting date. If CALTRANS makes any changes to the materials, then CALTRANS will allow CITY to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date.
30. CALTRANS will attend all CEQA-related public meetings.
31. If a PARTNER who is not the CEQA lead agency holds a public meeting about the PROJECT, that PARTNER must clearly state its role in the PROJECT and the identity of the CEQA lead agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTNER will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA lead agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTNER makes any changes to the materials, it will allow the CEQA lead agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA lead agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

*National Environmental Policy Act (NEPA)*

32. Pursuant to Chapter 3 of Title 23, United States Code (23 U.S.C. 326) and 23 U.S.C. 327, CALTRANS is the NEPA lead agency for the PROJECT. CALTRANS is responsible for NEPA compliance and will cause the NEPA documentation to be prepared.

CALTRANS, as the NEPA lead agency for PROJECT, will review, comment, and approve all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA lead agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat, as required.

When required as NEPA lead agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act, as required.

33. Any PARTNER involved in the preparation of NEPA environmental documentation will follow FHWA and CALTRANS STANDARDS that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook (available at [www.fhwa.dot.gov/hep/index.htm](http://www.fhwa.dot.gov/hep/index.htm)) and the CALTRANS Standard Environmental Reference.
34. Any PARTNER preparing any portion of the NEPA environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.
35. CITY will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. CITY will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.

CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

36. CALTRANS will attend all NEPA-related public meetings.
37. CITY will submit all NEPA-related public meeting materials to CALTRANS for CALTRANS' review, comment, and approval at least ten (10) working days prior to the public meeting date.
38. If a PARTNER who is not the NEPA lead agency holds a public meeting about the PROJECT, that PARTNER must clearly state its role in the PROJECT and the identity of the NEPA lead agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

That PARTNER will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA lead agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTNER makes any changes to the materials, it will allow the NEPA lead agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The NEPA lead agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

**Plans, Specifications, and Estimate (PS&E)**

39. As IMPLEMENTING AGENCY for PS&E, CITY is responsible for all PS&E WORK except those PS&E activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
40. CITY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.
41. CITY will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

**Right of Way (R/W)**

42. As IMPLEMENTING AGENCY for R/W, CITY is responsible for all R/W SUPPORT WORK except those R/W SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.
43. The cost to perform R/W SUPPORT activities, whether inside or outside SHS right of way, will be determined in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.
44. CITY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.
45. CITY will provide CALTRANS a copy of conflict maps, Relocation Plans, proposed Notices to Owner, Reports of Investigation, and Utility Agreements (if applicable) for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the Utility Agreement. All utility conflicts will be fully addressed prior to Right of Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.
46. CITY will determine the cost to positively identify and locate, protect, relocate, or remove any utility facilities whether inside or outside SHS right of way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements, including but not limited to Freeway Master Contracts.
47. CITY will provide a land surveyor licensed in the State of California to be responsible for surveying and right of way engineering. All survey and right of way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

48. CITY will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all right of way activities. A qualified right of way agent will administer all right of way consultant contracts in accordance with all state and federal guidelines, policies, practices and procedures, including but not limited to the Caltrans Right of Way Manual.

CITY will submit a draft Right of Way Certification document to CALTRANS six weeks prior to the scheduled Right of Way Certification milestone date for review.

CITY will submit a final Right of Way certification document to CALTRANS for approval prior to the PROJECT advertisement.

49. Physical and legal possession of right of way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.
50. CALTRANS' acceptance of right of way title is subject to review of an Updated Preliminary Title Report provided by CITY verifying that the title is free of all encumbrances and liens. Upon acceptance, CITY will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
51. The California Transportation Commission will hear and may adopt Resolutions of Necessity. However, the authorization to hear and adopt Resolutions of Necessity may be assigned to CITY if such assignment is approved in writing by CALTRANS.

### **Construction**

52. As IMPLEMENTING AGENCY for CONSTRUCTION, CITY is responsible for all CONSTRUCTION SUPPORT WORK except those CONSTRUCTION SUPPORT activities and responsibilities that are assigned to another PARTNER in this AGREEMENT and those activities that may be specifically excluded.

53. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	OBLIGATION COST
285.05.15.xx Change Order Review & Approval as required in this Agreement	No
270.35.xx HMA/PCC Mix Design Review & Approval	No
270.20.45.xx SWPPP/WPCP Review & Approval	No
270.35.xx Material Testing Results Review & Approval	No
270.35.xx Material Exception Review & Approval	No

54. Physical and legal possession of right of way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.
55. CITY will not employ any firm to perform the PROJECT construction management that prepared the PROJECT plans, specifications, and estimate and CITY will ensure that any such firm will not be employed by or under contract to the PROJECT construction contractor. However, CITY may retain such a firm to perform, including but not limited to, shop drawings review, Change Order review, soil foundation testing, construction materials testing, and construction surveys.
56. CITY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code.

CITY will not advertise the construction contract until:

- CALTRANS completes or accepts the final plans, specifications, and estimate package
- CALTRANS approves the Right of Way Certification
- The PROJECT SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

By accepting responsibility to advertise and award the construction contract, CITY also accepts responsibility to administer the construction contract.

57. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTNERS must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) work days the IMPLEMENTING AGENCY shall not award the construction contract.

58. CITY will provide a RESIDENT ENGINEER and CONSTRUCTION SUPPORT staff that are independent of the design engineering company and construction contractor.
59. CITY will implement changes to the construction contract through Change Orders. PARTNERS will review and concur on all Change Orders over \$25,000.

CALTRANS will review and approve:

- Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
  - All hot mix asphalt concrete and concrete mix designs.
  - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
  - Material testing results and material exceptions.
60. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds CITY will use a CALTRANS approved construction contract claims process, will administer all claims through said process, and will be available to provide advice and technical input in any claims process.
  61. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.
  62. CITY is designated as the Approved Signatory Authority responsible for preparing and filing all Regional Water Quality Control Board (RWQCB) Permit Registration Documents including certifying the accuracy of all documents and its compliance in accordance with the Construction General Permit, and CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the SHS.
  63. CITY will prepare a QMP which will include a description of how construction materials source inspection will be performed, and will submit the QMP to CALTRANS for review and approval by the State Materials Engineer.

CALTRANS will issue the parent permit to CITY upon submittal of a complete encroachment permit application. The parent permit will cite approval of the QMP by CALTRANS as a condition of issuing a double permit.

CALTRANS will issue the double permit to the contractor upon submittal of a complete encroachment permit application and all conditions cited in the parent permit have been met.

CITY will provide, or cause to provide, construction materials source inspection services. The cost of construction materials source inspection is an OBLIGATIONS COST.

64. CITY may request CALTRANS to complete portions of CONSTRUCTION SUPPORT work as reimbursed engineering services. Should CALTRANS agree to perform the requested services, PARTNERS will document the arrangement in writing. Such an arrangement does not change the responsibilities assigned in this AGREEMENT. Engineering services requested by CITY and provided by CALTRANS during CONSTRUCTION are-an OBLIGATIONS COST.
65. As IMPLEMENTING AGENCY for construction, CITY is responsible for maintenance within the PROJECT limits as part of the construction contract.
66. PARTNERS will develop and execute a new or amended maintenance agreement prior to OBLIGATION COMPLETION. The maintenance of the SHS within the PROJECT limits is an OBLIGATION until a maintenance agreement is executed.
67. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, CITY shall furnish CALTRANS with a complete set of “As-Built” plans and Change Orders, including any changes authorized by CALTRANS, on a CD ROM and in accordance with CALTRANS’ then current CADD Users Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineers name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer’s signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 7.0 or later. In addition, CITY will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and Records of Surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, including sections 8762 and 8771, shall contain the filing information provided by the county in which filed..

68. CITY will submit to CALTRANS, within sixty (60) calendar days following the Final Estimate or Resolution of Construction Claims (if any) the complete Project History File (PHF). CITY will assure that the PHF is prepared and submitted in compliance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.
69. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.

## **Schedule**

70. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

## **Additional Provisions**

71. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
72. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
73. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.
74. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
75. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.
76. CALTRANS will issue, upon approval of a proper application, the encroachment permits required for WORK within SHS right of way. Contractors and/or agents, and utility owners will not perform activities within the SHS right of way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.
77. CITY will issue any encroachment permits that might be necessary for WORK within its jurisdiction and outside the SHS Right of Way. CITY will provide encroachment permits to CALTRANS, its contractors, consultants and agents, at no cost.
78. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
79. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

80. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
81. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
82. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule. The cost for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way is not an OBLIGATIONS COST and CALTRANS will pay, or cause to be paid, all costs for HM-1 ACTIVITIES.
83. CITY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing SHS right of way. CITY will undertake, or cause to be undertaken, HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to the PROJECT schedule. The cost of HM MANAGEMENT ACTIVITIES related to HM-1 found within the PROJECT limits and outside of the existing SHS right of way is not an OBLIGATIONS COST and CITY will pay, or cause to be paid, all costs for such ACTIVITIES.
84. If HM-2 is found within the PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
85. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
86. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written monthly progress reports during the implementation of OBLIGATIONS in that component.
87. Any PARTNER that is responsible for completing OBLIGATIONS will accept, reject, compromise, settle, or litigate claims arising from those OBLIGATIONS.
88. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.

89. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
90. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will comply, and will ensure that any party hired to participate in OBLIGATIONS will comply with the federal cost principles of 2 CFR, Part 225, and administrative requirements outlined in 49 CFR, Part 18. These principles and requirements apply to all funding types included in this AGREEMENT.
91. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this AGREEMENT.

PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.

92. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), and CITY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTNERS have thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

93. If FUNDING PARTNERS fund any part of the PROJECT with state or federal funds, each FUNDING PARTNER will undergo an annual audit in accordance with the Single Audit Act and the federal Office of Management and Budget (OMB) Circular A-133.
94. If the PROJECT expends federal funds, any PARTNER that hires an A&E consultant to perform WORK on any part of the PROJECT will ensure that the procurement of the consultant and the consultant overhead costs are in accordance with Chapter 10 of the *Local Assistance Procedures Manual*.

95. PARTNERS will not incur costs beyond the funding commitments in this AGREEMENT. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, IMPLEMENTING AGENCY will promptly notify SPONSOR.
96. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right of way in a safe and operable condition acceptable to CALTRANS.
97. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this AGREEMENT, in order to keep the PROJECT in environmental compliance until WORK resumes.
98. Unless otherwise documented in the FUNDING SUMMARY, all fund types contributed to a PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.
99. Unless otherwise documented in the FUNDING SUMMARY, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
100. If FUNDING PARTNERS fund OBLIGATIONS with American Recovery and Reinvestment Act (ARRA) funds, PARTNERS will adopt the terms, conditions, requirements, and constraints of the American Recovery and Reinvestment Act of 2009.
101. If FUNDING PARTNERS fund OBLIGATIONS with Proposition 1B Bond funds, PARTNERS will meet the requirements of California Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor's Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.  
  
Right of way purchased using Proposition 1B Bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.
102. CALTRANS will administer any federal subvention funds shown in the FUNDING SUMMARY table.
103. The cost of awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.
104. The cost of legal challenges to the environmental process or documentation is an OBLIGATIONS COSTS.
105. The cost of coordinating, obtaining, complying with, implementing, renewing, and amending resource agency permits, agreements, and approvals is an OBLIGATIONS COST.

106. Fines, interest, or penalties levied against a PARTNER are not an OBLIGATIONS COST and will be paid, independent of OBLIGATIONS COST, by the PARTNER whose actions or lack of action caused the levy.
107. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
108. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS COST only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.
- Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this AGREEMENT.
- If CITY invoices for rates in excess of DPA rates, CITY will fund the cost difference and reimburse CALTRANS for any overpayment.
109. If CALTRANS reimburses CITY for any costs later determined to be unallowable, CITY will reimburse those funds.
110. If there are insufficient funds available in this AGREEMENT to place PROJECT right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTNERS amend this AGREEMENT.
- That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.
111. If there are insufficient funds in this AGREEMENT to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER accepts responsibility to fund their respective OBLIGATIONS until such time as PARTNERS amend this AGREEMENT.
- Each PARTNER may request reimbursement for these costs during the amendment process.
112. After PARTNERS agree that all WORK is complete for a PROJECT COMPONENT, PARTNER(S) will submit a final accounting for all OBLIGATIONS COSTS. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this AGREEMENT.

## **GENERAL CONDITIONS**

113. PARTNERS understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTNER initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.
114. All OBLIGATIONS of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
115. When CALTRANS performs IQA activities it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA activities.
116. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this AGREEMENT.
117. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
118. PARTNERS do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this AGREEMENT. PARTNERS do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
119. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this AGREEMENT without an amendment to this AGREEMENT.

120. CITY will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. CITY waives the provisions of California Civil Code section 1654.

A waiver of a PARTNER's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

121. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
122. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
123. PARTNERS will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of CITY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this AGREEMENT. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this AGREEMENT or to enforce the provisions of this article including equitable relief.

124. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
125. If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.
126. PARTNERS intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the OBLIGATIONS.

127. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTNERS will amend this AGREEMENT to include completion of those additional tasks.
128. Except as otherwise provided in the AGREEMENT, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
129. When WORK performed on the PROJECT is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, PARTNERS shall conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTNERS shall include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts. Work performed by a PARTNER's own employees is exempt from the Labor Code's Prevailing Wage requirements.
130. If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTNERS shall conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. § 276(a).

When applicable, PARTNERS shall include federal prevailing wage requirements in contracts for public work. WORK performed by a PARTNER's employees is exempt from federal prevailing wage requirements.

131. PARTNERS agree to sign a COOPERATIVE AGREEMENT CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

## **DEFINITIONS**

**AGREEMENT** – This agreement including any attachments, exhibits, and amendments.

**ARRA** – The American Recovery and Reinvestment Act of 2009.

**CALTRANS STANDARDS** – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the Project Development Procedures Manual (PDPM) and the CALTRANS *Workplan Standards Guide for the Delivery of Capital Projects* (WSG) [which contains the CALTRANS Work Breakdown Structure (WBS) and was previously known as the WBS Guide] and is available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

**CEQA (California Environmental Quality Act)** – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

**CFR (Code of Federal Regulations)** – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

**CONSTRUCTION** – See PROJECT COMPONENT.

**CONSTRUCTION CAPITAL** – See PROJECT COMPONENT.

**CONSTRUCTION SUPPORT** – See PROJECT COMPONENT.

**COOPERATIVE AGREEMENT CLOSURE STATEMENT** – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this AGREEMENT and in all amendments to this AGREEMENT.

**EDQC (Environmental Document Quality Control)** - CALTRANS quality control and quality assurance procedures for all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (available at [http://www.dot.ca.gov/ser/memos.htm#LinkTarget\\_705](http://www.dot.ca.gov/ser/memos.htm#LinkTarget_705)). This also includes the independent judgment analysis and determination under CEQA that the environmental documentation meets CEQA Guideline requirements.

**FHWA** – Federal Highway Administration.

**FHWA STANDARDS** – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at [www.fhwa.dot.gov/topics.htm](http://www.fhwa.dot.gov/topics.htm).

**FUNDING PARTNER** – A PARTNER, designated in the FUNDING SUMMARY, that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this AGREEMENT.

**FUNDING SUMMARY** – An executed document that names FUNDING PARTNER(S), includes a FUNDING TABLE, SPENDING SUMMARY, deposit amounts, and invoicing and payment methods.

**FUNDING TABLE** – The table that designates funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING TABLE are “not-to-exceed” amounts for each FUNDING PARTNER.

**GAAP (Generally Accepted Accounting Principles)** – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

**HM-1** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by the PROJECT or not.

**HM-2** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

**HM MANAGEMENT ACTIVITIES** – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

**IMPLEMENTING AGENCY** – The PARTNER is responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

**IQA (Independent Quality Assurance)** – Ensuring that the IMPLEMENTING AGENCY’s quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan (QMP). IQA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking work performed by another PARTNER.

**NEPA (National Environmental Policy Act of 1969)** – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

**OBLIGATIONS** – All WORK responsibilities and their associated costs.

**OBLIGATION COMPLETION** – PARTNERS have fulfilled all OBLIGATIONS included in this AGREEMENT, and all amendments to this AGREEMENT, and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

**OBLIGATIONS COST(S)** – The cost(s) to complete the responsibilities assigned in this AGREEMENT. Costs that are specifically excluded in this AGREEMENT or that are not incurred in the performance of the responsibilities in this AGREEMENT are not OBLIGATIONS COSTS. OBLIGATIONS COSTS are to be paid from the funds shown in the FUNDING SUMMARY. Costs that are not OBLIGATIONS COSTS are to be paid by the party that incurs the cost from funds that are outside the scope of this AGREEMENT.

**PA&ED (Project Approval and Environmental Document)** – See PROJECT COMPONENT.

**PARTNER** – Any individual signatory party to this AGREEMENT.

**PARTNERS** – The term that collectively references all of the signatory agencies to this AGREEMENT. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other PARTNER.

**PROJECT COMPONENT** – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The work required to deliver the project initiation document for the PROJECT in accordance with CALTRANS STANDARDS.
- **PA&ED (Project Approval and Environmental Document)** – The work required to deliver the project approval and environmental documentation for the PROJECT in accordance with CALTRANS STANDARDS.
- **PS&E (Plans, Specifications, and Estimate)** – The work required to deliver the plans, specifications, and estimate for the PROJECT in accordance with CALTRANS STANDARDS.
- **R/W (Right of Way)** – The project components for the purpose of acquiring real property interests for the PROJECT in accordance with CALTRANS STANDARDS.
  - **R/W (Right of Way) SUPPORT** – The work required to obtain all property interests for the PROJECT.
  - **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for the PROJECT.
- **CONSTRUCTION** – The project components for the purpose of completing the construction of the PROJECT in accordance with CALTRANS STANDARDS.
  - **CONSTRUCTION SUPPORT** – The work required for the administration, acceptance, and final documentation of the construction contract for the PROJECT.
  - **CONSTRUCTION CAPITAL** – The funds for the construction contract.

**PROJECT MANAGEMENT PLAN** – A group of documents used to guide the PROJECT’s execution and control throughout that project’s lifecycle.

**PS&E (Plans, Specifications, and Estimate)** – See PROJECT COMPONENT.

**QMP (Quality Management Plan)** – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY’s quality policy and how it will be used.

**RESIDENT ENGINEER** – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. The Resident Engineer must be independent of the design engineering company and the construction contractor.

**R/W (Right of Way) CAPITAL** – See PROJECT COMPONENT.

**R/W (Right of Way) SUPPORT** – See PROJECT COMPONENT.

**SHS (State Highway System)** – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

**SPENDING SUMMARY** – A table that identifies the funds available for expenditure by each PARTNER. The table shows the maximum reimbursable expenditure for each PARTNER in each PROJECT COMPONENT.

**SPONSOR** – Any PARTNER that accepts the responsibility to establish scope of the PROJECT and the obligation to secure financial resources to fund the PROJECT COMPONENTS in this AGREEMENT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT COMPONENTS in this AGREEMENT. If this AGREEMENT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

**WORK** – All efforts to complete the OBLIGATIONS included in this AGREEMENT as described by the activities in the CALTRANS Workplan Standards Guide for the Delivery of Capital Projects (WSG).

**SIGNATURES**

PARTNERS are empowered by California Streets and Highways Code Section 114 & 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

**CALTRANS**

\_\_\_\_\_  
Dennis T. Agar  
District 10 Director

Certified as to funds:

\_\_\_\_\_  
Athena J. Cline  
District 10 Budget Manager

**CITY OF NEWMAN**

\_\_\_\_\_  
Ed Katen  
Mayor

Attest:

\_\_\_\_\_  
Mike Maier  
Deputy City Clerk

Approved as to form and procedure:

\_\_\_\_\_  
Nubia Goldstein  
Legal Counsel

**FUNDING SUMMARY**

<b><u>FUNDING TABLE</u></b>									
IMPLEMENTING AGENCY →			CITY	CITY	CITY		CITY		Totals
Funding Source	FUNDING PARTNER	Fund Type	PA&ED SUPPORT	PS&E SUPPORT	R/W SUPPORT	R/W CAPITAL	CONST. SUPPORT	CONST. CAPITAL	
Federal	CITY	RSTP	\$22,500	\$30,000	\$0	\$22,500	\$40,000	\$285,000	\$400,000
<b>Totals</b>			\$22,500	\$30,000	\$0	\$22,500	\$40,000	\$285,000	\$400,000

<b><u>SPENDING SUMMARY</u></b>											v4
IMPLEMENTING AGENCY →	CITY		CITY		CITY			CITY			Totals
Fund Type	PA&ED SUPPORT		PS&E SUPPORT		R/W SUPPORT		R/W CAPITAL	CONST. SUPPORT		CONST. CAPITAL	
	CALTRANS	CITY	CALTRANS	CITY	CALTRANS	CITY	CITY	CALTRANS	CITY	CITY	
<b>Federal Funds</b>											
RSTP	\$0	\$22,500	\$0	\$30,000	\$0	\$0	\$22,500	\$0	\$40,000	\$285,000	\$400,000
<b>Totals</b>	\$0	\$22,500	\$0	\$30,000	\$0	\$0	\$22,500	\$0	\$40,000	\$285,000	\$400,000

**Invoicing and Payment**

1. PARTNERS will invoice for funds where the SPENDING SUMMARY shows that one PARTNER provides funds for use by another PARTNER. PARTNERS will pay invoices within forty-five (45) calendar days of receipt of invoice.
2. If CITY has received Electronic Funds Transfer (EFT) certification from CALTRANS then CITY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS. CITY will pay all invoices via EFT within 5 days of receipt of invoice.
3. When CALTRANS is to be reimbursed from state or federal funds that are provided by CITY and CALTRANS administers those funds then CALTRANS will draw from those funds without invoicing CITY.
4. When a PARTNER is reimbursed for actual costs from funds administered by another PARTNER, invoices will be submitted each month for the prior month's expenditures.

*Project Approval and Environmental Document (PA&ED)*

5. CITY will invoice and CALTRANS will reimburse for actual costs.

*Plans, Specifications, and Estimate (PS&E)*

6. CITY will invoice and CALTRANS will reimburse for actual costs.

*Right of Way Support (R/W SUPPORT)*

7. CITY will invoice and CALTRANS will reimburse for actual costs.

*Right of Way Capital (R/W CAPITAL)*

8. CITY will invoice and CALTRANS will reimburse for the accepted offer price of parcels.

*CONSTRUCTION SUPPORT*

9. CITY will invoice and CALTRANS will reimburse for actual costs.

*CONSTRUCTION CAPITAL*

10. CITY will invoice and CALTRANS will reimburse for actual costs.

**Signatures**

**CALTRANS**

\_\_\_\_\_  
Sinaren Pheng  
PROJECT MANAGER

Date \_\_\_\_\_

\_\_\_\_\_  
Athena J. Cline  
District Budget Manager

*For Danu's Salmos*

  
\_\_\_\_\_  
HQ Accounting

**CITY OF NEWMAN**

\_\_\_\_\_  
Koosun Kim  
Public Works Director

Date \_\_\_\_\_



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

**Date:** January 9, 2015  
**To:** Mayor and City Council  
**From:** Michael E. Holland, City Manager *meh*

**Subject:** Item 10.c. – Establishment of Community Committee.

City staff has been exploring options on how to move forward with the development of the aquatic center. Preliminary information on this subject was presented to the Council's sub-committee in December. Staff recommends that the Council seek applications from community members to join together with the sub-committee to review the information and make a recommendation(s) to the Council. An application period closing on Feb 4<sup>th</sup> would allow for Council appointments at the first meeting in February.