



**AGENDA**  
**NEWMAN CITY COUNCIL**  
**REGULAR MEETING JANUARY 27, 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**
  - a. Recognition Of Council Member Hutchins Service On The City Council.
7. **Items from the Public - Non-Agenda Items.**
8. **Consent Calendar**
  - b. Waive All Readings Of Ordinances And Resolutions Except By Title.
  - c. Approval Of Warrants. ([View Warrant Register](#))
  - d. Approval Of Minutes Of The January 13, 2015 Meeting. ([View Minutes](#))
9. **Public Hearings.**
10. **Regular Business**
  - a. Report On Agreement For Fire Dispatch Services. ([View Report](#))
  - b. Consider Funding Request For Fall Festival/Miss Newman Float. ([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 27 - City Council - 7:00 P.M.

February 9 - 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.



## Manual Check Register

### January 23, 2015

Vendor	Fund-Dept-Acct	Amount	Check #	Check Date	Description
ABBOTT & KINDERMANN, LLP	10-06-6690	\$ 80.00	106773	1/15/2015	Annual Land Use Law Update workshop/Ocasio
		<b>106773 Total</b>	<b>\$ 80.00</b>		
		<b>Grand Total</b>	<b>\$ 80.00</b>		



## AP Check Register January 23, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
Advanced Building Cleaners, Inc.	10-33-6200	106774	\$ 3,534.02	1/23/2015	Street sweeping service/December 2014 less \$100 for missed sweep
		<b>106774 Total</b>	<b>\$ 3,534.02</b>		
ARROWHEAD MOUNTAIN SPRING	10-14-6300	106775	\$ (30.00)	1/23/2015	Credit on returned empty bottles
ARROWHEAD MOUNTAIN SPRING	10-45-6300	106775	\$ 8.60	1/23/2015	Water cooler rent/bottled water deliveries
ARROWHEAD MOUNTAIN SPRING	60-50-6300	106775	\$ 37.44	1/23/2015	Water cooler rent/bottled water deliveries
		<b>106775 Total</b>	<b>\$ 16.04</b>		
Atkinson, Andelson, Loya, Ruud and Romo	10-15-6200	106776	\$ 8,369.60	1/23/2015	Professional services rendered/December 2014
		<b>106776 Total</b>	<b>\$ 8,369.60</b>		
AT&T MOBILITY	10-02-6420	106777	\$ 33.67	1/23/2015	Cell phone usage 12-6-14 to 1-5-15
AT&T MOBILITY	10-03-6420	106777	\$ 34.40	1/23/2015	Cell phone usage 12-6-14 to 1-5-15
AT&T MOBILITY	10-06-6420	106777	\$ 95.35	1/23/2015	Cell phone usage 12-6-14 to 1-5-15
AT&T MOBILITY	10-07-6420	106777	\$ 8.82	1/23/2015	Cell phone usage 12-6-14 to 1-5-15
AT&T MOBILITY	10-14-6420	106777	\$ 46.99	1/23/2015	Cell phone usage 12-6-14 to 1-5-15
AT&T MOBILITY	10-21-6420	106777	\$ 410.43	1/23/2015	Mobile access on patrol units 12/3/14 to 1/2/15
AT&T MOBILITY	10-21-6420	106777	\$ 468.08	1/23/2015	Cell phone usage 12-6-14 to 1-5-15
AT&T MOBILITY	10-22-6420	106777	\$ 25.64	1/23/2015	Cell phone usage 12-6-14 to 1-5-15
AT&T MOBILITY	10-33-6420	106777	\$ 37.44	1/23/2015	Cell phone usage 12-6-14 to 1-5-15
AT&T MOBILITY	10-44-6420	106777	\$ 35.14	1/23/2015	Cell phone usage 12-6-14 to 1-5-15
AT&T MOBILITY	10-45-6420	106777	\$ 81.88	1/23/2015	Cell phone usage 12-6-14 to 1-5-15
AT&T MOBILITY	22-20-6420	106777	\$ 3.53	1/23/2015	Cell phone usage 12-6-14 to 1-5-15
AT&T MOBILITY	60-50-6420	106777	\$ 298.75	1/23/2015	Cell phone usage 12-6-14 to 1-5-15
AT&T MOBILITY	63-56-6420	106777	\$ 181.68	1/23/2015	Cell phone usage 12-6-14 to 1-5-15
AT&T MOBILITY	69-47-6420	106777	\$ 10.41	1/23/2015	Cell phone usage 12-6-14 to 1-5-15
		<b>106777 Total</b>	<b>\$ 1,772.21</b>		
AT&T	10-21-6420	106778	\$ 136.98	1/23/2015	Emergency dispatch line @ PD 11/20/14-12/19/14
AT&T	10-21-6420	106778	\$ 337.32	1/23/2015	T1 line @ PD 11/20/14 - 12/19/14
		<b>106778 Total</b>	<b>\$ 474.30</b>		
Baker Supplies and Repairs	63-56-6200	106779	\$ 423.66	1/23/2015	Serviced valve exerciser
		<b>106779 Total</b>	<b>\$ 423.66</b>		
BERTOLOTTI DISPOSAL	71-07-7505	106780	\$ 465.02	1/23/2015	Bin rental and pickup service for Memorial Bldg reno
		<b>106780 Total</b>	<b>\$ 465.02</b>		
BURTON'S FIRE, INC	10-22-6530	106781	\$ 260.33	1/23/2015	Repairs to Unit #28/FD
		<b>106781 Total</b>	<b>\$ 260.33</b>		
BUSINESS CARD	10-00-5830	106782	\$ 47.62	1/23/2015	Shirts with logos reimbursed
BUSINESS CARD	10-01-6620	106782	\$ 325.59	1/23/2015	Balance due on Silveair bronze plaque
BUSINESS CARD	10-01-6620	106782	\$ 64.53	1/23/2015	Plastic ornaments for downtown Christmas tree
BUSINESS CARD	10-01-6620	106782	\$ 34.44	1/23/2015	Foil wrap for presents @ downtown Christmas tree
BUSINESS CARD	10-02-6690	106782	\$ 71.10	1/23/2015	Lunch for appeal hearing panel
BUSINESS CARD	10-33-6690	106782	\$ 3.00	1/23/2015	Parking fee



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Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
BUSINESS CARD	10-33-6690	106782	\$ 1.00	1/23/2015	Parking fee
BUSINESS CARD	60-50-6530	106782	\$ (25.00)	1/23/2015	Discount on tires
BUSINESS CARD	60-50-7505	106782	\$ 209.85	1/23/2015	Sink for corp yard break room
BUSINESS CARD	63-56-6530	106782	\$ (25.00)	1/23/2015	Discount on tires
BUSINESS CARD	63-56-7505	106782	\$ 209.84	1/23/2015	Sink for corp yard break room
		<b>106782 Total</b>	<b>\$ 916.97</b>		
CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFI	10-14-6635	106783	\$ 110.00	1/23/2015	CSMFO annual dues/2015/Humphries
		<b>106783 Total</b>	<b>\$ 110.00</b>		
Canon Solutions America, Inc.	10-14-6200	106784	\$ 47.47	1/23/2015	Canon copier maintenance contract & copy charges/December 2014
Canon Solutions America, Inc.	10-21-6200	106784	\$ 58.46	1/23/2015	Canon copier maintenance contract & copy charges/December 2014
Canon Solutions America, Inc.	60-50-6200	106784	\$ 11.90	1/23/2015	Canon copier maintenance contract & copy charges/December 2014
Canon Solutions America, Inc.	60-50-6200	106784	\$ 47.46	1/23/2015	Canon copier maintenance contract & copy charges/December 2014
Canon Solutions America, Inc.	63-56-6200	106784	\$ 11.91	1/23/2015	Canon copier maintenance contract & copy charges/December 2014
Canon Solutions America, Inc.	63-56-6200	106784	\$ 47.46	1/23/2015	Canon copier maintenance contract & copy charges/December 2014
		<b>106784 Total</b>	<b>\$ 224.66</b>		
Canon Financial Services, Inc.	10-21-6200	106785	\$ 196.96	1/23/2015	Copier lease payemtn 1-1-15 to 1-31-15
Canon Financial Services, Inc.	60-50-6200	106785	\$ 86.70	1/23/2015	Copier lease payemtn 1-1-15 to 1-31-15
Canon Financial Services, Inc.	60-50-6200	106785	\$ 159.09	1/23/2015	Copier lease payemtn 1-1-15 to 1-31-15
Canon Financial Services, Inc.	63-56-6200	106785	\$ 86.70	1/23/2015	Copier lease payemtn 1-1-15 to 1-31-15
Canon Financial Services, Inc.	63-56-6200	106785	\$ 159.09	1/23/2015	Copier lease payemtn 1-1-15 to 1-31-15
		<b>106785 Total</b>	<b>\$ 688.54</b>		
CBA (ADMIN FEES)	10-00-2261	106786	\$ 234.00	1/23/2015	Dental-vision admin fees/January 2014
		<b>106786 Total</b>	<b>\$ 234.00</b>		
Chevron & Texaco Business Card Services	10-07-6500	106787	\$ 31.43	1/23/2015	Gas and diesel purchases 12/15/14 to 1/14/15
Chevron & Texaco Business Card Services	10-21-6500	106787	\$ 2,665.60	1/23/2015	Gas and diesel purchases 12/15/14 to 1/14/15
Chevron & Texaco Business Card Services	10-22-6500	106787	\$ 303.06	1/23/2015	Gas and diesel purchases 12/15/14 to 1/14/15
Chevron & Texaco Business Card Services	10-33-6500	106787	\$ 35.45	1/23/2015	Gas and diesel purchases 12/15/14 to 1/14/15
Chevron & Texaco Business Card Services	10-44-6500	106787	\$ 306.37	1/23/2015	Gas and diesel purchases 12/15/14 to 1/14/15
Chevron & Texaco Business Card Services	60-50-6500	106787	\$ 102.55	1/23/2015	Gas and diesel purchases 12/15/14 to 1/14/15
Chevron & Texaco Business Card Services	63-56-6500	106787	\$ 735.07	1/23/2015	Gas and diesel purchases 12/15/14 to 1/14/15
Chevron & Texaco Business Card Services	69-47-6500	106787	\$ 35.97	1/23/2015	Gas and diesel purchases 12/15/14 to 1/14/15
		<b>106787 Total</b>	<b>\$ 4,215.50</b>		
Comcast	10-21-6420	106788	\$ 143.59	1/23/2015	T1 line from Oakdale to 1200 Main St
		<b>106788 Total</b>	<b>\$ 143.59</b>		
COMCAST CABLE	10-21-6200	106789	\$ 42.86	1/23/2015	High speed internet/PD
COMCAST CABLE	60-50-6200	106789	\$ 42.86	1/23/2015	High speed internet/sewer/1-22-15 to 2-21-15
COMCAST CABLE	63-56-6200	106789	\$ 42.87	1/23/2015	High speed internet/water
		<b>106789 Total</b>	<b>\$ 128.59</b>		
DELTA WIRELESS, INC	10-22-6530	106790	\$ 540.00	1/23/2015	Removed old radio and installed new radio



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DELTA WIRELESS, INC	10-22-6530	106790	\$ 630.00	1/23/2015	Removed old radio and installed new radio
		<b>106790 Total</b>	<b>\$ 1,170.00</b>		
DFM Associates	10-03-6240	106791	\$ 53.75	1/23/2015	2015 California Elections Code
		<b>106791 Total</b>	<b>\$ 53.75</b>		
ECONOMIC TIRE SHOP	10-33-6530	106792	\$ 15.00	1/23/2015	Plug tire
		<b>106792 Total</b>	<b>\$ 15.00</b>		
ENVIRONMENTAL TECHNIQUES	60-50-6300	106793	\$ 3,540.00	1/23/2015	60 ProOxidizer for WWTP
ENVIRONMENTAL TECHNIQUES	60-50-6300	106793	\$ 4,822.02	1/23/2015	Bio-dredging of aeration basin #2 @ WWTP
		<b>106793 Total</b>	<b>\$ 8,362.02</b>		
GEOANALYTICAL LAB, INC.	60-50-6200	106794	\$ 355.00	1/23/2015	BOD/TSS/nitrates @ WWTP
GEOANALYTICAL LAB, INC.	63-56-6200	106794	\$ 855.00	1/23/2015	Bacti/EDT reporting/Chrome VI level/water dept
		<b>106794 Total</b>	<b>\$ 1,210.00</b>		
GEORGE W. LOWRY, INC	60-50-6500	106795	\$ 1,009.81	1/23/2015	400 gal unlead gas delivered to WWTP
		<b>106795 Total</b>	<b>\$ 1,009.81</b>		
GOLDEN STATE WARRIORS	10-45-6730	106796	\$ 2,075.00	1/23/2015	168 Junior Warriors basketball uniforms/26 coaches shirts
		<b>106796 Total</b>	<b>\$ 2,075.00</b>		
Gouveia Engineering, Inc	10-31-6200	106797	\$ 1,657.50	1/23/2015	Professional services/CMAQ applications 14-16
Gouveia Engineering, Inc	18-32-7739	106797	\$ 987.50	1/23/2015	Professional services/Hwy 33 & Inyo
Gouveia Engineering, Inc	24-32-7766	106797	\$ 2,300.00	1/23/2015	Professional services/CNG Fast Fill fueling station
Gouveia Engineering, Inc	60-50-7306	106797	\$ 472.50	1/23/2015	Professional services/M St water and sewer line replacement
		<b>106797 Total</b>	<b>\$ 5,417.50</b>		
Grand Lodge of California	40-07-8120	106798	\$ 1,031.05	1/23/2015	Interest payment on city hall/February 2015
Grand Lodge of California	40-07-8130	106798	\$ 607.17	1/23/2015	Principal payment on city hall/February 2015
Grand Lodge of California	60-50-8125	106798	\$ 1,031.06	1/23/2015	Interest payment on city hall/February 2015
Grand Lodge of California	60-50-8130	106798	\$ 607.18	1/23/2015	Principal payment on city hall/February 2015
Grand Lodge of California	63-56-8125	106798	\$ 1,031.06	1/23/2015	Interest payment on city hall/February 2015
Grand Lodge of California	63-56-8130	106798	\$ 607.18	1/23/2015	Principal payment on city hall/February 2015
		<b>106798 Total</b>	<b>\$ 4,914.70</b>		
GRAINGER	10-45-6200	106799	\$ 117.42	1/23/2015	Toilet repair kit/Teen Center
		<b>106799 Total</b>	<b>\$ 117.42</b>		
INFOSEND, INC	10-01-6620	106800	\$ 381.63	1/23/2015	No Soliciting Registry Print Fee
INFOSEND, INC	60-50-6200	106800	\$ 965.69	1/23/2015	Utility bill and late notice/December 2014
INFOSEND, INC	63-56-6200	106800	\$ 965.68	1/23/2015	Utility bill and late notice/December 2014
		<b>106800 Total</b>	<b>\$ 2,313.00</b>		
IRRIGATION DESIGN & CONST	10-07-6300	106801	\$ 6.91	1/23/2015	2 Tyvek Coveralls
IRRIGATION DESIGN & CONST	10-33-6300	106801	\$ 87.11	1/23/2015	50 Tyvek Coveralls
IRRIGATION DESIGN & CONST	10-44-6300	106801	\$ 87.11	1/23/2015	50 Tyvek Coveralls
IRRIGATION DESIGN & CONST	60-50-6300	106801	\$ 3.46	1/23/2015	2 Tyvek Coveralls
IRRIGATION DESIGN & CONST	60-50-6300	106801	\$ 174.22	1/23/2015	50 Tyvek Coveralls



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IRRIGATION DESIGN & CONST	69-47-6300	106801	\$ 3.45	1/23/2015	2 Tyvek Coveralls
		<b>106801 Total</b>	<b>\$ 362.26</b>		
JOE'S LANDSCAPING & CONCR	10-33-6200	106802	\$ 1,108.54	1/23/2015	Trimming of trees @ 1239 & 1403 R St (emergency call)
JOE'S LANDSCAPING & CONCR	69-47-6200	106802	\$ 398.21	1/23/2015	Bobcat rental for ditch cleanup
		<b>106802 Total</b>	<b>\$ 1,506.75</b>		
MaxVac, Inc	60-50-6225	106803	\$ 4,123.88	1/23/2015	Blower for A.B. #1
		<b>106803 Total</b>	<b>\$ 4,123.88</b>		
MID VALLEY IT, INC	10-14-6200	106804	\$ 791.60	1/23/2015	IT CONTRACT/FIN/February 2015
MID VALLEY IT, INC	10-21-6200	106804	\$ 1,583.20	1/23/2015	IT CONTRACT/PD/February 2015
MID VALLEY IT, INC	60-50-6200	106804	\$ 791.60	1/23/2015	IT CONTRACT/SEWR/February 2015
MID VALLEY IT, INC	63-56-6200	106804	\$ 791.60	1/23/2015	IT CONTRACT/WATR/February 2015
		<b>106804 Total</b>	<b>\$ 3,958.00</b>		
NEWMAN-CROWS LANDING	10-01-6620	106805	\$ 250.00	1/23/2015	Weekend Wellness 8/1/14-12/31/14
		<b>106805 Total</b>	<b>\$ 250.00</b>		
NEWMAN SMOG AND LUBE	10-21-6530	106806	\$ 790.00	1/23/2015	Oil & filter change/tension struts/oil temp sensor/11 charger
NEWMAN SMOG AND LUBE	10-21-6530	106806	\$ 43.75	1/23/2015	Oil & filter change/07 Chevy Tahoe
NEWMAN SMOG AND LUBE	10-21-6530	106806	\$ 47.23	1/23/2015	Battery cable/02 Ford PU
NEWMAN SMOG AND LUBE	10-21-6530	106806	\$ 880.41	1/23/2015	Transmission service/brake rotors replaced/07 Chevy Tahoe
NEWMAN SMOG AND LUBE	10-21-6530	106806	\$ 360.27	1/23/2015	Throttle position sensor/05 Honda Civic
NEWMAN SMOG AND LUBE	10-22-6530	106806	\$ 405.72	1/23/2015	Fuel filter/oil chabnge 05 Ford F550/Fire dept
		<b>106806 Total</b>	<b>\$ 2,527.38</b>		
North Star Engineering Group, Inc	18-32-7739	106807	\$ 915.00	1/23/2015	Engineering services/12-1123 Inyo Ave and Hwy 33 project
		<b>106807 Total</b>	<b>\$ 915.00</b>		
PACIFIC WATER RESOURCES	60-50-6225	106808	\$ 960.38	1/23/2015	2 vacuum relays/2 water check valves/4 flange gaskets
		<b>106808 Total</b>	<b>\$ 960.38</b>		
CITY OF PATTERSON	10-03-6200	106809	\$ 660.00	1/23/2015	City council video reimbursement/December 2014
CITY OF PATTERSON	10-22-6200	106809	\$ 250.00	1/23/2015	Fire data collection input/November 2014
		<b>106809 Total</b>	<b>\$ 910.00</b>		
P G & E	10-07-6410	106810	\$ 325.69	1/23/2015	Gas and electric @ 938 Fresno St.
P G & E	60-50-6410	106810	\$ 325.69	1/23/2015	Gas and electric @ 938 Fresno St.
P G & E	63-56-6410	106810	\$ 325.69	1/23/2015	Gas and electric @ 938 Fresno St.
		<b>106810 Total</b>	<b>\$ 977.07</b>		
R-SAFE SPECIALTY	60-50-6300	106811	\$ 88.25	1/23/2015	Case of nitrile gloves
		<b>106811 Total</b>	<b>\$ 88.25</b>		
SAFE-T-LITE	60-50-6300	106812	\$ 104.93	1/23/2015	3 6x18 alum signs/1 24x18 alum attention sign
		<b>106812 Total</b>	<b>\$ 104.93</b>		
SOLECON, INC	10-22-6200	106813	\$ 130.00	1/23/2015	Replaced filters/cleaned burners/ran test/Fire Dept.
		<b>106813 Total</b>	<b>\$ 130.00</b>		
South Bay Regional PSTC	10-21-6695	106814	\$ 105.00	1/23/2015	Registration - POST radar operator/Cooksey



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<b>106814 Total</b>			<b>\$ 105.00</b>		
SPRINGBROOK SOFTWARE	10-14-6310	106815	\$ 276.33	1/23/2015	Monthly web payments/December 2014
SPRINGBROOK SOFTWARE	60-50-6310	106815	\$ 276.33	1/23/2015	Monthly web payments/December 2014
SPRINGBROOK SOFTWARE	63-56-6310	106815	\$ 276.34	1/23/2015	Monthly web payments/December 2014
<b>106815 Total</b>			<b>\$ 829.00</b>		
Stanislaus County Dept of Environmental Resources	10-33-6200	106816	\$ 50.87	1/23/2015	Paint-waste dropp off
Stanislaus County Dept of Environmental Resources	10-44-6200	106816	\$ 25.43	1/23/2015	Paint-waste dropp off
Stanislaus County Dept of Environmental Resources	69-47-6200	106816	\$ 25.43	1/23/2015	Paint-waste dropp off
<b>106816 Total</b>			<b>\$ 101.73</b>		
State of Calif Dept of Justice	10-00-2014	106817	\$ 598.00	1/23/2015	Fingerprint & livescan fees/Dec 2014 reimbursed
State of Calif Dept of Justice	10-21-6200	106817	\$ 216.00	1/23/2015	Fingerprint & livescan fees/Dec 2014
State of Calif Dept of Justice	10-21-6200	106817	\$ 32.00	1/23/2015	Fingerprint & livescan fees/Dec 2014
<b>106817 Total</b>			<b>\$ 846.00</b>		
Stanislaus County Auditor-Controller	10-00-2605	106818	\$ 22,636.00	1/23/2015	SMOT fees Oct-Dec 2014
Stanislaus County Auditor-Controller	10-00-5310	106818	\$ (226.36)	1/23/2015	SMOT fees Oct-Dec 2014
Stanislaus County Auditor-Controller	10-03-6240	106818	\$ 3,599.18	1/23/2015	Election costs for 11/4/14
<b>106818 Total</b>			<b>\$ 26,008.82</b>		
STAPLES ADVANTAGE	10-21-6300	106819	\$ 15.06	1/23/2015	Duracell batteries
STAPLES ADVANTAGE	10-21-6300	106819	\$ 10.74	1/23/2015	2 wall calendars
<b>106819 Total</b>			<b>\$ 25.80</b>		
SWRCB ACCOUNTING OFFICE	60-50-6675	106820	\$ 1,632.00	1/23/2015	Annual Permit fee 1/1/15 to 12/31/15 WWTP
<b>106820 Total</b>			<b>\$ 1,632.00</b>		
3T Equipment Company Inc.	60-50-6225	106821	\$ 533.13	1/23/2015	Fluid end repair kit for new sewer machine
<b>106821 Total</b>			<b>\$ 533.13</b>		
True Blue Veterinary Group	10-21-6208	106822	\$ 975.00	1/23/2015	Monthly contract animal control/January 2014/Neuter NPD K-9
<b>106822 Total</b>			<b>\$ 975.00</b>		
AGUILAR MARICELA	63-00-2010	106823	\$ 60.21	1/23/2015	Refund Check
<b>106823 Total</b>			<b>\$ 60.21</b>		
CALVILLO DANIEL	63-00-2010	106824	\$ 84.70	1/23/2015	Refund Check
<b>106824 Total</b>			<b>\$ 84.70</b>		
VALLEY PARTS SERVICE	10-21-6530	106825	\$ 29.63	1/23/2015	Jumper cable replacement ends
VALLEY PARTS SERVICE	10-21-6530	106825	\$ 7.84	1/23/2015	Electrical tape/cable ties
VALLEY PARTS SERVICE	10-21-6530	106825	\$ 9.23	1/23/2015	Socket
VALLEY PARTS SERVICE	10-21-6530	106825	\$ 13.10	1/23/2015	Headlight bulb/2007 Chevy Tahoe
VALLEY PARTS SERVICE	60-50-6530	106825	\$ 15.01	1/23/2015	Automotive lamp, gasket maker, washer fluid
VALLEY PARTS SERVICE	60-50-6530	106825	\$ 117.06	1/23/2015	Air filter/oil filter/fuel filter/hydraulic fill/motor oil
VALLEY PARTS SERVICE	60-50-6530	106825	\$ 89.33	1/23/2015	Oil filter/air filter/transmission fluid/2015-1 pickup
VALLEY PARTS SERVICE	60-50-6530	106825	\$ 7.35	1/23/2015	Hex socket
VALLEY PARTS SERVICE	60-50-6530	106825	\$ 61.09	1/23/2015	Transmission fluid



## AP Check Register January 23, 2015

Vendor	Fund-Dept-Acct	Check #	Amount	Check date	Description
VALLEY PARTS SERVICE	63-56-6530	106825	\$ 27.96	1/23/2015	Transmission fluid
VALLEY PARTS SERVICE	63-56-6530	106825	\$ 14.39	1/23/2015	Motor oil/power steering fluid
<b>106825 Total</b>			<b>\$ 391.99</b>		
MATTOS NEWSPAPERS, INC.	10-03-6300	106826	\$ 91.48	1/23/2015	250 Business card/Casey Graham
MATTOS NEWSPAPERS, INC.	10-06-6600	106826	\$ 64.00	1/23/2015	Notice of commission seat vacancy
MATTOS NEWSPAPERS, INC.	10-21-6600	106826	\$ 60.00	1/23/2015	Christmas greeter ad/PD
MATTOS NEWSPAPERS, INC.	10-45-6600	106826	\$ 32.00	1/23/2015	Notice of commission seat vacancy
MATTOS NEWSPAPERS, INC.	60-50-6635	106826	\$ 16.00	1/23/2015	1 year subscription/PW
MATTOS NEWSPAPERS, INC.	63-56-6635	106826	\$ 16.00	1/23/2015	1 year subscription/PW
<b>106826 Total</b>			<b>\$ 279.48</b>		
WEST SIDE AERIAL APPLICAT	60-50-6230	106827	\$ 1,089.00	1/23/2015	Aerial application on back 66 acres of oats/WWTP
<b>106827 Total</b>			<b>\$ 1,089.00</b>		
YANCEY LUMBER COMPANY	10-21-6307	106828	\$ 101.16	1/23/2015	Dog food
YANCEY LUMBER COMPANY	10-21-6308	106828	\$ 35.16	1/23/2015	cat food
YANCEY LUMBER COMPANY	10-33-6300	106828	\$ 34.86	1/23/2015	Leaf rakes
YANCEY LUMBER COMPANY	10-44-6300	106828	\$ 28.91	1/23/2015	Elect tape/sill sealer/pipe insulation
YANCEY LUMBER COMPANY	10-46-6300	106828	\$ 13.35	1/23/2015	Fly ribbon/insect killer
YANCEY LUMBER COMPANY	60-50-6300	106828	\$ 60.55	1/23/2015	Alex Plus/bevel case/chip brush
YANCEY LUMBER COMPANY	63-56-6300	106828	\$ 69.30	1/23/2015	Leaf rake/gloves/ffluor lights/sill sealer
YANCEY LUMBER COMPANY	68-68-6620	106828	\$ 4.74	1/23/2015	self piercing hooks/Christmas Lights
YANCEY LUMBER COMPANY	69-47-6300	106828	\$ 16.93	1/23/2015	Lawn faucet/vacuum breaker
<b>106828 Total</b>			<b>\$ 364.96</b>		
Zoll Data Systems, Inc	10-22-6300	106829	\$ 560.00	1/23/2015	Rescuent maintenance 2/1/15 to 1-31-16/Fire Dept
<b>106829 Total</b>			<b>\$ 560.00</b>		
<b>Grand Total</b>			<b>\$ 99,335.95</b>		



**MINUTES**  
**NEWMAN CITY COUNCIL**  
**REGULAR MEETING JANUARY 13, 2015**  
**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, Graham, Martina And Mayor Katen.  
**ABSENT:** Candea (Excused).
5. **Declaration Of Conflicts Of Interest** - None.
6. **Ceremonial Matters** - None.
7. **Items from the Public - Non-Agenda Items** - None.
8. **Consent Calendar**
  - a. Waive All Readings Of Ordinances And Resolutions Except By Title.
  - b. Approval Of Warrants.
  - c. Approval Of Minutes Of The December 9, 2014 Meeting.

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

**9. Public Hearings**

- a. Adopt Resolution No. 2015-1, A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.

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

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

**ACTION:** On Motion By Martina Seconded By Davis, Resolution No. 2015-1, A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4, Was Adopted By The Following Vote: AYES: Davis, Graham, Martina And Mayor Katen; NOES: None; ABSENT: Candea; NOT PARTICIPATING: None.

**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.

**ACTION:** On Motion By Graham Seconded By Davis, Ordinance No. 2015- , Amending Title 9 Police Regulations; Chapter 9.01.070 (Handbills, Distribution Of.), Of The Newman Municipal Code, Was Introduced By Council Member Graham, And Had Its First Reading By Title Only, By The Following Vote: AYES: Davis, Graham, Martina And Mayor Katen; NOES: None; ABSENT: Candea; NOT PARTICIPATING: None.

- b. Adopt Resolution No. 2015-2, 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.

**ACTION:** On Motion By Martina Seconded By Graham, Resolution No. 2015-2, 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, Was Adopted By The Following Vote: AYES: Davis, Graham, Martina And Mayor Katen; NOES: None; ABSENT: Candea; NOT PARTICIPATING: None.

- c. Consider Establishment Of Community Committee.

City Manager Holland Reported That City Staff Would Like To Create A Community Committee To Work With The Aquatics Center Sub-Committee In An Effort To Explore Funding Mechanisms For The Potential Aquatic Center And Other Recreation Projects. Holland Asked Council To Create The Community Committee And Authorize City Staff To Advertise And Accept Applications For Said Committee.

**ACTION:** The Council Agreed To Create The Community Committee And Authorized City Staff To Seek Applications For Seats On Said Committee.

#### **11. Items From District Five Stanislaus County Supervisor – None.**

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

City Manager Holland Reminded The City Council About Their Required Training As Set Forth In AB 1234. Holland Noted That The City Had Received A “Thank You Letter” From The Alliance For The City’s Continued Support. He Provided An Update On The Countywide Solid Waste Agreement Negotiations. Holland Indicated That There Would Be A Two On Two Meeting On January 20<sup>th</sup>. He Mentioned That The City’s Youth Basketball Season Was Underway. Holland Informed Everyone That The City Would Be Hosting A South County Corridor Meeting In The City Council Chambers On January 14<sup>th</sup>. He Notified Everyone That City Offices Will Be Closed Monday January 19<sup>th</sup> For Martin Luther King, Jr. Day. Holland Asked Council Members To Complete And Return Their Annual Form 700s. He Concluded By Reporting That The No Soliciting Registry Already Had 160 Participants And That Twenty Percent Of Newman Residents Were Now Paying Their Utility Bills Online.

Chief Richardson Provided An Update Regarding Police Dispatch Services. Richardson Noted That The Dispatch Conversion Process Presented A Few Challenges But Indicated That The Overall Transition Had Been Great And Remarked That The City Of Oakdale Had Been Very Accommodating. He Reported That The Police Department’s Veterinary Services Contract Was Extended For Two Additional Years With A Five Percent Increase As Provided In The Contract. Richardson Indicated That It Had Been A Very Quiet Holiday Season For The Police Department.

Public Works Director Kim Reviewed A Presentation Related To The City's Water System And The FEMA Community Rating System (CRS). Kim Noted That The City's Tree Pruning Program Proved To Be Effective Because No Damages Were Sustained During The High Winds That Accompanied The Recent Storms. He Concluded By Encouraging The Council Members To Bring Any Of Their Concerns To Him So That They May Be Addressed.

Finance Director Humphries Reported On Utility Billing Procedures Related To Extended Absences Of Customers As The Council Had Requested. Humphries Noted That The Council Reviewed The Process Of Charging A Bare Minimum Amount To Customers During An Extended Absence In 2012 And Noted That The City Council Had Agreed To Continue To Charge A Minimum For Each Service. He Mentioned That Customers Have The Option To Pay Online And Noted That Residents Can Update Address Their Address With The City And Thereby Avoid Issues With The Post Office Forwarding Mail.

Mayor Katen Expressed That He Feels Strongly About Providing Good Customer Service To Our Residents And Stated That We Should Try To Accommodate Those Residents Who Plan To Be Away For An Extended Period Of Time, Including Making Them Aware Of All Of Their Options. Mayor Katen Noted That He Understands The City Business Side But Noted That If He Had Been Gone For An Extended Period Of Time Without Using City Services And Returned To Find That He Had \$350.00 Utility Bill, He Would Also Question How Those Charges Were Incurred.

City Planner Ocasio Pointed Out That There Are Four Open Seats On Both The Planning Commission And Architectural Review Committee. Ocasio Reported That The City Had Received An Additional \$500.00 Grant For The Skate Plaza From The NoWhere 2 Ride Organization. Ocasio Indicated That The Skate Plaza Plans Were Almost Complete And Would Be Going Out To Bid Soon.

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

Council Member Graham Noted That The Baseball Board Issue Seemed To Have Resolved Itself. He Commented That He Was Concerned About The Jensen Road And Highway 33 Intersection.

Council Member Martina Inquired About The Progress Of The L.J. Newman Memorial Building Renovations And About Public Feedback Regarding The Rental Rates For The Memorial Building. Martina Stated That There Could Be Potential Grant Funding For Police Body And Car Cameras And Suggested That It May Be Something That The City Should Consider.

City Planner Ocasio Noted That The Memorial Building Project Was On Schedule For An April Re-Opening.

Finance Director Humphries Reported That He Was Not Aware Of Any Negative Feedback Regarding The Increased Rental Rates.

### **14. Adjournment.**

**ACTION:** On Motion By Martina Seconded By Davis And Unanimously Carried, The Meeting Was Adjourned At 7:46 P.M.

**AGREEMENT FOR FIRE DISPATCH SERVICES**

**RECOMMENDATION:**

Staff recommends that the Council authorize the City Manager to execute an agreement with the Modesto/Stanislaus Consolidated Emergency Dispatch Joint Powers Agency.

**BACKGROUND:**

Prior to January 1, 2015, the City of Newman utilized Stanislaus Regional 911 Dispatch Center for both Police and Fire Dispatch Services. In September 2014, the City Council approved an agreement for Police Dispatch services with the City of Oakdale. Since the City of Oakdale does not dispatch for Fire Services, the City elected to remain with Stanislaus Regional 911 for this service.

**ANALYSIS:**

Attached is a copy of the proposed agreement for fire dispatch services. The agreement is designed to complete fiscal year 14/15. However, it can be continued through mutual agreement. At this time, the City is not looking to change dispatch service for the Fire Department. As a result, staff recommends that the Council authorize this agreement to remain in effect until such time the Council determines a better option has been identified and directs staff to terminate this contract per Section 14 of the agreement.

**FISCAL IMPACT:**

None. This cost is included within the current budget.

**CONCLUSION:**

Staff recommends that the Council approve the agreement with Modesto/Stanislaus Consolidated Emergency Dispatch Joint Powers Agency for Fire Dispatch services.

**ATTACHMENTS:**

1. Attachment A –Agreement

Respectfully submitted,



\_\_\_\_\_  
Michael E. Holland  
City Manager

# **Agreement for City of Newman and Modesto/Stanislaus Consolidated Emergency Dispatch Joint Powers Agency**

THIS AGREEMENT is made and entered into by and between the City of Newman hereinafter called CITY and the Modesto/Stanislaus County Emergency Dispatch Joint Powers Agency hereinafter called JPA, and shall become effective on January 1, 2015 or effective on a date otherwise mutually agreed to.

## **RECITALS**

WHEREAS, CITY desires to contract with JPA for the performance of emergency dispatch and call taking services and functions for their Fire Services only; and

WHEREAS, JPA agrees to contract with CITY and to perform emergency dispatch and call taking services and functions as described herein and pursuant to the terms and conditions hereinafter set forth; and

WHEREAS, the performance by JPA for CITY of the emergency dispatch and call taking services and functions referenced herein will require JPA to incur certain costs; and

WHEREAS, the JPA has the ability and expertise to provide enhanced emergency dispatch and call taking services to the citizens of Newman; and

WHEREAS, the Consolidated Emergency Dispatch Services will provide such fire dispatch services that are offered to the other participating agencies of the Consolidated Emergency Dispatch Services with the exception of providing Primary Public Safety Answering Point (PSAP) services; and

WHEREAS, it is the intent of the parties to this Agreement that CITY will pay such costs and expenses as provided for herein; and

NOW, THEREFORE, the parties hereto agree as follows:

## **TERMS AND CONDITIONS**

1. The aforementioned Recitals are true and correct and are deemed to be terms and conditions of this Agreement.
  
2. **Term of the Agreement.** The term of this Agreement shall become effective on January 1, 2015 or another mutually agreed upon effective date, and shall continue in full force and effect until June 30, 2015 unless terminated sooner pursuant to paragraph 14. The agreement shall renew upon mutual written consent of the parties, unless any party to the agreement takes action to cancel the agreement as provided in Section 14 of this agreement.

3. **JPA Services Provided.** JPA shall provide fire dispatch and call taking services at the same level and within the same general policy guidelines as provided to other contract agencies served by Consolidated Emergency Dispatch. Consolidated Emergency Dispatch agrees to provide the following services to CITY:

- A. Secondary Public Safety Answering Point (PSAP) for 911 emergency calls.
- B. Direct dispatch of fire units within the City of Newman.
- C. Maintenance of daily log, consisting of chronological records of all calls received by the Dispatch Center and specifying the action taken in response to such calls.
- D. Management of all JPA radio and Computerized Aided Dispatch System (CAD) systems including planning, engineering, operations and maintenance.
- E. Qualified dispatch staff shall make appearances in court as custodian of record and to testify when necessary on behalf of CITY in matters related to emergency dispatch services provided to CITY.

4. **Agreement to Utilize Current Dispatch Protocols.** CITY agrees to adhere to all JPA fire dispatch polices and procedures and triage system protocols that apply to other fire agencies for which the JPA provides dispatch and emergency call taking services.

5. Appointment to the Technical Services Advisory Committee and/or Emergency Dispatch Liaison Officer. CITY is entitled to an appointment to the Technical Services Advisory Committee and/or to serve as an Emergency Dispatch Liaison Officer from the Dispatch Advisory Board.

6. **Dispatch and Alternate Dispatch Locations.** CITY acknowledges that day-to-day services shall be provided at 3705 Oakdale Road Modesto, CA. CITY further acknowledges and agrees that the alternate dispatch location for City of Newman Fire Services shall continue to be provided at the City of Ceres in the event of unforeseen emergency or other reason requiring the relocation of Consolidated Emergency Dispatch Services on a temporary basis. If and when this occurs the reporting party cannot be transferred but rather emergency information must be relayed to the JPA alternate dispatch center.

7. **Day-to-day Operational Issues.** The parties agree that day-to-day operational issues shall be the responsibility of the Director of Emergency Dispatch. CITY concerns related to operational matters or service levels shall be directed by the CITY to the Director Emergency Dispatch. Unresolved matters may be directed to the Emergency Dispatch Advisory Board by CITY. Absent resolution at this level, the matter may be referred for resolution by the JPA Commission. The JPA Commission's findings shall be final.

8. **Payment for Services Provided.** CITY shall reimburse JPA \$9,000 for services provided in the first fiscal year of the agreement. This amount shall be pro-rated based upon the date the contract commences, through the end of fiscal year 2014-2015. The reimbursement shall be payable to Consolidated Emergency Dispatch at the conclusion of each quarter for which services are provided, upon receipt of an invoice as provided by Consolidated Emergency Dispatch.

9. **Workers Compensation.** Services shall be provided by employees of Consolidated Emergency Dispatch. As a result, JPA assumes responsibility to provide workers compensation coverage for Dispatch employees who remain employed by Stanislaus County.

10. **Defense and Indemnification.** Each of the parties hereto shall be solely liable for negligent or wrongful acts or omissions of its representatives and employees occurring in the performance of this Agreement, and shall pay such damages without contribution by the other party. Each party hereto agrees to indemnify, defend, and hold harmless the other party, its officers, agents, and employees from any and all claims and losses proximately caused by the party's solely negligent or wrongful acts or omissions.

11. **Entire Agreement.** This Agreement contains the entire Agreement of the parties, and no representations, inducements, promises, or agreements, not embodied herein by reference shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated unless the same is in writing executed by the parties above.

12. **Severability.** Should any part, term or provision of the Agreement be decided by a court or competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

13. **Modification Only in Writing.** This Agreement may not be modified, amended, changed, added to, or subtracted from without mutual written consent of the parties.

14. **Cancellation of Agreement.** Decision to cancel this agreement may be made by any party to this agreement without cause upon a 180 calendar day written notice to each party to the agreement after the initial contract period. Both parties agree to work cooperatively to meet the notice period and will make every effort to insure that implementation of the notice period shall not jeopardize the health and safety of the public served.

**CONSOLIDATED EMERGENCY  
DISPATCH AGENCY**

**CITY OF NEWMAN**

By: \_\_\_\_\_  
Bill Zoslocki, President "JPA"

By: \_\_\_\_\_  
Michael Holland  
City Manager "CITY"

APPROVED AS TO CONTENT:  
Stanislaus Regional 9-1-1

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Mike Parker, Co-Director

By: \_\_\_\_\_  
City Attorney – City of Newman

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John P. Doering, County Counsel



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

**Date: January 22, 2015**

**To: Mayor and City Council**

**From: Michael E. Holland, City Manager** *MWH*

**Subject:** Item 10.b. – Funding For Fall Festival/Miss Newman Float

City staff has been contacted by members of the Fall Festival committee and parties interested in restoring the parade float that is utilized by Miss Newman and her court. They have indicated that the float is currently in disrepair and would like the City to financially participate in its restoration. Staff believes it would be reasonable to offer to match private/business donations raised by the group up to a maximum of \$5,000. This would generate \$10,000 towards the restoration project. Councilmember Candea has been meeting with the group and may be able to offer additional information at the meeting.