



AGENDA
NEWMAN CITY COUNCIL
REGULAR MEETING MARCH 10, 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 February 24, 2015 Meeting. ([View Minutes](#))
- 9. Public Hearings**
 - a. Adopt Resolution No. 2015- , Declaring The Existence Of A Public Nuisance Under Ordinance No. 281 Mistletoe Abatement. ([View Report](#))
- 10. Regular Business**
 - a. Adopt Resolution No. 2015- , Awarding A Bid For The Parks And Landscape Maintenance Services Agreement To Joe's Landscaping And Concrete, Inc. And Authorize The City Manager To Execute Said Agreement And Associated Documents. ([View Report](#))
 - b. Adopt Resolution No. 2015- , Awarding A Contract For The City Of Newman Fire Department Light Replacement Project To Access Electric And Authorizing The City Manager To Execute The Agreement. ([View Report](#))
 - c. Report On Comforting Kids Event At Pioneer Park. ([View Report](#))
 - d. Consider Declaring The Position Of City Treasurer Vacant And Authorize Staff To Advertise For Newman Citizens Interested In Filling The Position Of Treasurer. ([View Report](#))
 - e. 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

- March 9 - CDBG Community Meeting - 5:00 P.M.
- March 9 - Community Committee Meeting - 6:00 P.M.
- March 9 - NCLUSD Board Meeting - 6:00 P.M.
- March 10 - City Council - 7:00 P.M.
- March 12 - Recreation Commission - 7:00 P.M.
- March 17 - Two-On-Two Meeting With The School Board - 4:00 P.M.
- March 19 - Planning Commission - Cancelled
- March 23 - Community Committee Meeting - 6:00 P.M.
- March 24 - City Council - 7:00 P.M.
- March 31 - Citywide Curbside Leaf & Brush Pick-Up Ends.



ACH Register for Council February 27, 2015

| Vendor | Account No | Invoice No | Description | Amount | ACH Check | Check date |
|--------|------------|------------|-------------------------------------|---------------------|--------------------|------------|
| SJV01 | 10-00-2260 | March 2015 | Health insurance premium/March 2015 | \$ 16,062.19 | TRUE | 27-Feb-15 |
| | | | | \$ 16,062.19 | TRUE Total | |
| | | | | \$ 16,062.19 | Grand Total | |



Manual Check Register

March 5, 2015

| Vendor | Fund-Dept-Acct | Amount | Check # | Check Date | Description |
|----------|----------------|--------------------|---------------------|------------|---------------------|
| Rabobank | 60-50-6120 | \$ 900.00 | 106988 | 3/3/2015 | HSA 2nd deposit/Kim |
| Rabobank | 63-56-6120 | \$ 600.00 | 106988 | 3/3/2015 | HSA 2nd deposit/Kim |
| | | \$ 1,500.00 | 106988 Total | | |
| | | \$ 1,500.00 | Grand Total | | |



AP Check Register March 6, 2015

| Vendor | Fund-Dept-Acct | Check # | Amount | Check date | Description |
|--------------------------------|----------------|---------------------|---------------------|------------|--|
| Acme Electric Company | 10-33-6200 | 106989 | \$ 6,940.00 | 3/6/2015 | Repaired street light on Hwy 33 as per contract |
| | | 106989 Total | \$ 6,940.00 | | |
| ALLIANCE | 10-01-6620 | 106990 | \$ 100.00 | 3/6/2015 | Retail lease Trac service |
| | | 106990 Total | \$ 100.00 | | |
| American Valley Waste Oil, Inc | 10-33-6200 | 106991 | \$ 17.50 | 3/6/2015 | 100 gals wate oil |
| American Valley Waste Oil, Inc | 10-44-6200 | 106991 | \$ 8.75 | 3/6/2015 | 100 gals wate oil |
| American Valley Waste Oil, Inc | 69-47-6200 | 106991 | \$ 8.75 | 3/6/2015 | 100 gals wate oil |
| | | 106991 Total | \$ 35.00 | | |
| AT&T MOBILITY | 10-21-6420 | 106992 | \$ 410.43 | 3/6/2015 | Mobile access 1-3-15 to 2-2-15/PD |
| | | 106992 Total | \$ 410.43 | | |
| AT&T | 10-21-6420 | 106993 | \$ 138.82 | 3/6/2015 | Emergency dispatch line @ PD 12-20-14 to 1-19-15 |
| AT&T | 10-21-6420 | 106993 | \$ 341.84 | 3/6/2015 | T1 line @ PD 12-20-14 to 1-19-15 |
| AT&T | 10-21-6420 | 106993 | \$ 139.21 | 3/6/2015 | Emergency dispatch line @ PD 1-20-15 to 2-19-15 |
| AT&T | 10-21-6420 | 106993 | \$ 342.79 | 3/6/2015 | T1 line @ PD 1-20-15 to 2-19-15 |
| AT&T | 10-21-6420 | 106993 | \$ 17.99 | 3/6/2015 | Telephone service 1-13-15 to 2-12-15 |
| AT&T | 10-14-6420 | 106993 | \$ 48.67 | 3/6/2015 | Telephone service 1-13-15 to 2-12-15 |
| AT&T | 10-07-6665 | 106993 | \$ 15.85 | 3/6/2015 | Telephone service 1-13-15 to 2-12-15 |
| AT&T | 63-56-6420 | 106993 | \$ 49.85 | 3/6/2015 | Telephone service 1-13-15 to 2-12-15 |
| AT&T | 60-50-6420 | 106993 | \$ 17.33 | 3/6/2015 | Telephone service 1-13-15 to 2-12-15 |
| AT&T | 10-14-6420 | 106993 | \$ 5.94 | 3/6/2015 | Analog line @ city hall 1-13-15 to 2-12-15 |
| AT&T | 60-50-6420 | 106993 | \$ 5.94 | 3/6/2015 | Analog line @ city hall 1-13-15 to 2-12-15 |
| AT&T | 63-56-6420 | 106993 | \$ 5.93 | 3/6/2015 | Analog line @ city hall 1-13-15 to 2-12-15 |
| | | 106993 Total | \$ 1,130.16 | | |
| Baker Supplies and Repairs | 10-33-6300 | 106994 | \$ 45.77 | 3/6/2015 | Right and left harness pad |
| Baker Supplies and Repairs | 10-44-6300 | 106994 | \$ 22.89 | 3/6/2015 | Right and left harness pad |
| | | 106994 Total | \$ 68.66 | | |
| Barron Joshua | 10-45-6730 | 106995 | \$ 207.00 | 3/6/2015 | Youth basketball ref/J. Barron |
| | | 106995 Total | \$ 207.00 | | |
| BAY ALARM | 10-07-6665 | 106996 | \$ 420.00 | 3/6/2015 | Alarm monitoring fee 3-1-15 to 3-1-16 |
| | | 106996 Total | \$ 420.00 | | |
| BERTOLOTTI DISPOSAL | 10-41-6200 | 106997 | \$ 61,069.61 | 3/6/2015 | Garbage service/Feb 2015 |
| BERTOLOTTI DISPOSAL | 10-00-5080 | 106997 | \$ (11,399.66) | 3/6/2015 | Franchise fees-Bertolotti/Feb 2015 |
| BERTOLOTTI DISPOSAL | 10-00-5733 | 106997 | \$ (4,071.31) | 3/6/2015 | Street sweeping fees/Feb 2015 |
| BERTOLOTTI DISPOSAL | 10-00-5730 | 106997 | \$ 15,470.97 | 3/6/2015 | Reclasee Bertolotti franchise fees/Feb 2015 |
| | | 106997 Total | \$ 61,069.61 | | |
| Bohannon Insurance Group | 10-00-2260 | 106998 | \$ 775.29 | 3/6/2015 | Professional services/Feb 2015 |
| | | 106998 Total | \$ 775.29 | | |
| BUSINESS CARD | 10-45-6739 | 106999 | \$ 23.98 | 3/6/2015 | Supplies for teen center snack bar |
| BUSINESS CARD | 10-45-6739 | 106999 | \$ 106.55 | 3/6/2015 | Supplies for teen center snack bar |



AP Check Register March 6, 2015

| Vendor | Fund-Dept-Acct | Check # | Amount | Check date | Description |
|------------------------------|----------------|---------------------|--------------------|------------|--|
| BUSINESS CARD | 10-45-6730 | 106999 | \$ 135.60 | 3/6/2015 | Youth basketball trophies |
| BUSINESS CARD | 60-50-6200 | 106999 | \$ 25.98 | 3/6/2015 | EZ prints panorama |
| BUSINESS CARD | 63-56-6200 | 106999 | \$ 25.98 | 3/6/2015 | EZ prints panorama |
| BUSINESS CARD | 10-07-6200 | 106999 | \$ 25.99 | 3/6/2015 | EZ prints panorama |
| BUSINESS CARD | 10-21-6530 | 106999 | \$ 12.00 | 3/6/2015 | Car wash/PD |
| BUSINESS CARD | 10-21-6690 | 106999 | \$ 20.88 | 3/6/2015 | Lunch with Chief Jenkins from Oakdale PD |
| BUSINESS CARD | 10-21-6630 | 106999 | \$ 34.29 | 3/6/2015 | Refreshments for Fanucchi swear-in |
| BUSINESS CARD | 10-21-6695 | 106999 | \$ 687.50 | 3/6/2015 | Lodging/POST training/Williams |
| BUSINESS CARD | 10-21-6200 | 106999 | \$ 10.00 | 3/6/2015 | ScheduleBase 18 licenses/PD |
| | | 106999 Total | \$ 1,108.75 | | |
| CARTER JEFF | 68-68-7722 | 107000 | \$ 100.00 | 3/6/2015 | |
| | | 107000 Total | \$ 100.00 | | |
| CBA (ADMIN FEES) | 10-00-2261 | 107001 | \$ 234.00 | 3/6/2015 | Dental-vision admin fees/March 2015 |
| | | 107001 Total | \$ 234.00 | | |
| CDW GOVERNMENT, INC | 60-50-7105 | 107002 | \$ 457.99 | 3/6/2015 | 9 HP SB Prodisplay monitors |
| CDW GOVERNMENT, INC | 63-56-7105 | 107002 | \$ 457.99 | 3/6/2015 | 9 HP SB Prodisplay monitors |
| CDW GOVERNMENT, INC | 10-14-7105 | 107002 | \$ 457.99 | 3/6/2015 | 9 HP SB Prodisplay monitors |
| CDW GOVERNMENT, INC | 10-45-7105 | 107002 | \$ 457.99 | 3/6/2015 | 9 HP SB Prodisplay monitors |
| CDW GOVERNMENT, INC | 60-50-7105 | 107002 | \$ (61.07) | 3/6/2015 | Credit for 1 missing monitor |
| CDW GOVERNMENT, INC | 63-56-7105 | 107002 | \$ (61.07) | 3/6/2015 | Credit for 1 missing monitor |
| CDW GOVERNMENT, INC | 10-14-7105 | 107002 | \$ (61.06) | 3/6/2015 | Credit for 1 HP monitor missing |
| CDW GOVERNMENT, INC | 60-50-7105 | 107002 | \$ 61.07 | 3/6/2015 | Delivery of 1 monitor |
| CDW GOVERNMENT, INC | 63-56-7105 | 107002 | \$ 61.07 | 3/6/2015 | Delivery of 1 monitor |
| CDW GOVERNMENT, INC | 10-14-7105 | 107002 | \$ 61.06 | 3/6/2015 | Delivery of 1 monitor |
| | | 107002 Total | \$ 1,831.96 | | |
| C.M.F. Leadership Consulting | 10-21-6695 | 107003 | \$ 285.00 | 3/6/2015 | Tuition for Leadership Effectiveness course 4-27-15 to 5-1-15/Go |
| | | 107003 Total | \$ 285.00 | | |
| COELHO CARL J. (CHUCK) | 10-22-6690 | 107004 | \$ 50.00 | 3/6/2015 | |
| | | 107004 Total | \$ 50.00 | | |
| Comcast | 10-21-6200 | 107005 | \$ 148.65 | 3/6/2015 | Internet line@ 245 N. 2nd Ave/Oakdale2-21 to 3-20-15 |
| | | 107005 Total | \$ 148.65 | | |
| COMCAST CABLE | 60-50-6200 | 107006 | \$ 41.28 | 3/6/2015 | High speed internet/sewer |
| COMCAST CABLE | 63-56-6200 | 107006 | \$ 41.28 | 3/6/2015 | High speed internet/water |
| COMCAST CABLE | 10-21-6200 | 107006 | \$ 41.28 | 3/6/2015 | High speed internet/PD |
| | | 107006 Total | \$ 123.84 | | |
| CROP PRODUCTION SERVICES | 60-50-6230 | 107007 | \$ 2,058.55 | 3/6/2015 | Weevil aphid spray for front 55 & 66 and back 12 acres @ WWTP |
| | | 107007 Total | \$ 2,058.55 | | |
| CRWA | 60-50-6690 | 107008 | \$ 425.00 | 3/6/2015 | 2015 Education and Exhibitor Expo registration/Perry |
| | | 107008 Total | \$ 425.00 | | |



AP Check Register March 6, 2015

| Vendor | Fund-Dept-Acct | Check # | Amount | Check date | Description |
|----------------------------------|----------------|---------------------|----------------------|------------|--|
| Datamatic, Inc | 63-56-6200 | 107009 | \$ 4,392.30 | 3/6/2015 | Annual license and service 4-1-15 to 3-31-16/water meter reading |
| | | 107009 Total | \$ 4,392.30 | | |
| Dave's Drain Cleaning & Plumbing | 60-50-6200 | 107010 | \$ 170.00 | 3/6/2015 | Ran snake on plugged sewer line @ 938 Fresno Street |
| | | 107010 Total | \$ 170.00 | | |
| Direct Security and Sound, Inc. | 60-50-7105 | 107011 | \$ 3,755.56 | 3/6/2015 | 3) 2mp outdoor infra red bullet cameras, POE switch @ WWTP |
| | | 107011 Total | \$ 3,755.56 | | |
| ECONOMIC TIRE SHOP | 10-44-6530 | 107012 | \$ 25.00 | 3/6/2015 | 1 tire repair/lawn mower #2 |
| ECONOMIC TIRE SHOP | 63-56-6530 | 107012 | \$ 11.00 | 3/6/2015 | 1 tire repaired with plug |
| ECONOMIC TIRE SHOP | 60-50-6530 | 107012 | \$ 28.34 | 3/6/2015 | Checked tires on backhow/1 repair |
| ECONOMIC TIRE SHOP | 63-56-6530 | 107012 | \$ 28.33 | 3/6/2015 | Checked tires on backhow/1 repair |
| ECONOMIC TIRE SHOP | 10-33-6530 | 107012 | \$ 28.33 | 3/6/2015 | Checked tires on backhow/1 repair |
| ECONOMIC TIRE SHOP | 60-50-6530 | 107012 | \$ 15.00 | 3/6/2015 | Tire plug on sewer machine |
| | | 107012 Total | \$ 136.00 | | |
| ENVIRONMENTAL TECHNIQUES | 60-50-6300 | 107013 | \$ 3,540.00 | 3/6/2015 | 60 ProOxidizer for WWTP |
| | | 107013 Total | \$ 3,540.00 | | |
| GARTON TRACTOR | 60-50-6225 | 107014 | \$ 61.99 | 3/6/2015 | Hydraulic hose & fittings for new sewer machine |
| GARTON TRACTOR | 10-33-6530 | 107014 | \$ 419.34 | 3/6/2015 | Replaced oil, fuel, air AC & transmission filters on backhow |
| GARTON TRACTOR | 60-50-6530 | 107014 | \$ 419.33 | 3/6/2015 | Replaced oil, fuel, air AC & transmission filters on backhow |
| GARTON TRACTOR | 63-56-6530 | 107014 | \$ 419.34 | 3/6/2015 | Replaced oil, fuel, air AC & transmission filters on backhow |
| GARTON TRACTOR | 60-50-6530 | 107014 | \$ 25.96 | 3/6/2015 | ATV oil filter |
| | | 107014 Total | \$ 1,345.96 | | |
| Gouveia Engineering, Inc | 24-32-7766 | 107015 | \$ 910.00 | 3/6/2015 | Engineering work/CNG Fast Fill station |
| Gouveia Engineering, Inc | 18-32-7739 | 107015 | \$ 1,417.50 | 3/6/2015 | Engineering work Hwy 33 & Inyo intersection |
| Gouveia Engineering, Inc | 10-31-6200 | 107015 | \$ 141.75 | 3/6/2015 | Review Dollar General proposed changes to storm drain |
| Gouveia Engineering, Inc | 60-50-7306 | 107015 | \$ 5,295.94 | 3/6/2015 | Drafted set of specs for M St waterline/sewer line replacement |
| Gouveia Engineering, Inc | 10-31-6200 | 107015 | \$ 70.88 | 3/6/2015 | Rule 20 conference call and follow-up |
| Gouveia Engineering, Inc | 10-31-6200 | 107015 | \$ 141.75 | 3/6/2015 | Met with PW director on status of 2015 projects |
| Gouveia Engineering, Inc | 71-07-7505 | 107015 | \$ 2,897.50 | 3/6/2015 | Construction administration services/Memorial Bldg renovation |
| Gouveia Engineering, Inc | 71-07-7505 | 107015 | \$ 1,900.00 | 3/6/2015 | Administration services/Memorial Bldg renovation |
| Gouveia Engineering, Inc | 10-31-6200 | 107015 | \$ 105.00 | 3/6/2015 | Revisions to plat map drawing for Westside Landscape |
| | | 107015 Total | \$ 12,880.32 | | |
| Guzman Enrique | 10-45-6730 | 107016 | \$ 297.00 | 3/6/2015 | Youth basketball ref/Guzman |
| | | 107016 Total | \$ 297.00 | | |
| Harris Builders, Inc | 71-07-7505 | 107017 | \$ 75,628.68 | 3/6/2015 | Application payment #5/Memorial Bldg renovation |
| Harris Builders, Inc | 71-07-7505 | 107017 | \$ 57,494.00 | 3/6/2015 | Application payment #6/Memorial Bldg renovation |
| | | 107017 Total | \$ 133,122.68 | | |
| Humphries Lewis | 10-14-6300 | 107018 | \$ 66.35 | 3/6/2015 | Reimbursement for Plantronics wireless headset |
| Humphries Lewis | 60-50-6300 | 107018 | \$ 66.35 | 3/6/2015 | Reimbursement for Plantronics wireless headset |
| Humphries Lewis | 63-56-6300 | 107018 | \$ 66.35 | 3/6/2015 | Reimbursement for Plantronics wireless headset |



AP Check Register March 6, 2015

| Vendor | Fund-Dept-Acct | Check # | Amount | Check date | Description |
|-----------------------------|----------------|---------------------|--------------------|------------|---|
| Humphries Lewis | 63-56-6300 | 107018 | \$ 39.87 | 3/6/2015 | Reimbursement for receipt printer adapter |
| Humphries Lewis | 60-50-6300 | 107018 | \$ 39.87 | 3/6/2015 | Reimbursement for receipt printer adapter |
| Humphries Lewis | 10-14-6300 | 107018 | \$ 39.86 | 3/6/2015 | Reimbursement for receipt printer adapter |
| | | 107018 Total | \$ 318.65 | | |
| Hunt Christopher | 10-45-6730 | 107019 | \$ 360.00 | 3/6/2015 | Youth basketball ref and score keeper/Hunt |
| | | 107019 Total | \$ 360.00 | | |
| IDEXX LABORATORIES, INC. | 63-56-6300 | 107020 | \$ 67.20 | 3/6/2015 | Water sampling supplies |
| | | 107020 Total | \$ 67.20 | | |
| IRRIGATION DESIGN & CONST | 10-44-6300 | 107021 | \$ 14.30 | 3/6/2015 | 1 pair rubber knee boots |
| IRRIGATION DESIGN & CONST | 60-50-6300 | 107021 | \$ 4.76 | 3/6/2015 | 1 pair rubber knee boots |
| IRRIGATION DESIGN & CONST | 10-33-6300 | 107021 | \$ 2.58 | 3/6/2015 | nitrile gloves |
| IRRIGATION DESIGN & CONST | 63-56-6300 | 107021 | \$ 22.06 | 3/6/2015 | 1 pair rubber knee boots |
| | | 107021 Total | \$ 43.70 | | |
| JOBS AVAILABLE, INC. | 10-02-6635 | 107022 | \$ 45.00 | 3/6/2015 | Six month subscription to Jobs Available |
| | | 107022 Total | \$ 45.00 | | |
| JORGENSEN & COMPANY | 10-21-6200 | 107023 | \$ 431.20 | 3/6/2015 | Annual fire extinguisher maintenance/PD |
| JORGENSEN & COMPANY | 10-22-6200 | 107023 | \$ 310.79 | 3/6/2015 | Fire extinguishers maintenance and parts/FD |
| | | 107023 Total | \$ 741.99 | | |
| KAISER PERMANENTE | 10-00-2260 | 107024 | \$ 2,232.85 | 3/6/2015 | Health insurance premium/April 2015 |
| | | 107024 Total | \$ 2,232.85 | | |
| Kaufmann Bryanna | 10-45-6730 | 107025 | \$ 153.00 | 3/6/2015 | Youth basketball ref/Kaufmann |
| | | 107025 Total | \$ 153.00 | | |
| Lopez Mayela | 10-45-6730 | 107026 | \$ 243.00 | 3/6/2015 | Youth basketball ref/M. Lopez |
| | | 107026 Total | \$ 243.00 | | |
| Merced County Tax Collector | 60-50-6680 | 107027 | \$ 4,334.16 | 3/6/2015 | Property tax for 054-050-022 |
| Merced County Tax Collector | 60-50-6680 | 107027 | \$ 2,645.22 | 3/6/2015 | Property tax for 054-060-011 |
| | | 107027 Total | \$ 6,979.38 | | |
| Modesto Alarm, Inc | 63-56-6200 | 107028 | \$ 420.00 | 3/6/2015 | 12 month alarm monitoring 3-1-15 to 2-28-16/water tower |
| Modesto Alarm, Inc | 10-46-6200 | 107028 | \$ 420.00 | 3/6/2015 | 12 month alarm monitoring 3-1-15 to 2-28-16/corp ayrd |
| | | 107028 Total | \$ 840.00 | | |
| NEWMAN SMOG AND LUBE | 10-22-6530 | 107029 | \$ 206.02 | 3/6/2015 | Oil and filter change on Engine 28/FD |
| NEWMAN SMOG AND LUBE | 10-22-6530 | 107029 | \$ 206.06 | 3/6/2015 | Oil and filter change on unit #27/FD |
| NEWMAN SMOG AND LUBE | 10-21-6530 | 107029 | \$ 151.85 | 3/6/2015 | Lube & oil change/transmission service/2011 Dodge charger |
| NEWMAN SMOG AND LUBE | 10-21-6530 | 107029 | \$ 156.31 | 3/6/2015 | Transmission fluid/engine cleaner/lamp/2011 Dodge charger |
| | | 107029 Total | \$ 720.24 | | |
| NEWMAN ACE HARDWARE/JACT, | 10-33-6300 | 107030 | \$ 189.02 | 3/6/2015 | keys/ chain grinder/chain loop/gloves/paint/oil/shovel handle |
| NEWMAN ACE HARDWARE/JACT, | 10-07-6300 | 107030 | \$ 92.45 | 3/6/2015 | Lysol/plunger/masking tape/tiedown/broom |
| NEWMAN ACE HARDWARE/JACT, | 10-44-6300 | 107030 | \$ 103.24 | 3/6/2015 | rake/can spout/Stihl oil/toilet seat/grinding stones |
| NEWMAN ACE HARDWARE/JACT, | 10-46-6300 | 107030 | \$ 62.86 | 3/6/2015 | batteries/clock/plunger/oil/hasp |



AP Check Register March 6, 2015

| Vendor | Fund-Dept-Acct | Check # | Amount | Check date | Description |
|---------------------------|----------------|---------------------|---------------------|------------|---|
| NEWMAN ACE HARDWARE/JACT, | 60-50-6300 | 107030 | \$ 85.03 | 3/6/2015 | rule tape/snap knife blade/file/misc fastners/respirator |
| NEWMAN ACE HARDWARE/JACT, | 63-56-6300 | 107030 | \$ 29.65 | 3/6/2015 | pvc purple primer/pvc cement/thread tape |
| NEWMAN ACE HARDWARE/JACT, | 62-60-6225 | 107030 | \$ 3.76 | 3/6/2015 | Insert and sleeve |
| NEWMAN ACE HARDWARE/JACT, | 69-47-6300 | 107030 | \$ 52.70 | 3/6/2015 | Trowel/outdoor bleach/paint tray set/paint |
| NEWMAN ACE HARDWARE/JACT, | 10-44-6660 | 107030 | \$ 7.61 | 3/6/2015 | multi-mix container/paintbrush/sprayer |
| | | 107030 Total | \$ 626.32 | | |
| Nino's Auto Repair | 60-50-6530 | 107031 | \$ 38.22 | 3/6/2015 | Labor for re-routing axulary wire from battery to terminal bolt |
| Nino's Auto Repair | 69-47-6530 | 107031 | \$ 38.22 | 3/6/2015 | Labor for re-routing axulary wire from battery to terminal bolt |
| | | 107031 Total | \$ 76.44 | | |
| OTTMAN FARMS, INC | 60-50-6230 | 107032 | \$ 2,316.00 | 3/6/2015 | Alfalfa spraying @ WWTP |
| | | 107032 Total | \$ 2,316.00 | | |
| PACIFIC WATER RESOURCES | 62-60-6225 | 107033 | \$ 658.53 | 3/6/2015 | 10 quick connect elbows/10 male quick disconnect/float switch |
| | | 107033 Total | \$ 658.53 | | |
| Tank Town Media LLC | 63-56-6600 | 107034 | \$ 133.22 | 3/6/2015 | Help wanted ad/maintenance worker |
| Tank Town Media LLC | 10-21-6600 | 107034 | \$ 179.84 | 3/6/2015 | Help wanted ad/CSO |
| Tank Town Media LLC | 10-21-6600 | 107034 | \$ 106.58 | 3/6/2015 | Help wanted ad/Reserve officer position |
| Tank Town Media LLC | 10-45-6600 | 107034 | \$ 99.92 | 3/6/2015 | Help wanted ad/Recreation assistant position |
| | | 107034 Total | \$ 519.56 | | |
| P G & E | 10-07-6410 | 107035 | \$ 1,166.53 | 3/6/2015 | Gas and electric 1-15-15 to 2-16-15 |
| P G & E | 10-22-6410 | 107035 | \$ 75.96 | 3/6/2015 | Gas and electric 1-15-15 to 2-16-15 |
| P G & E | 10-33-6410 | 107035 | \$ 5,134.95 | 3/6/2015 | Gas and electric 1-15-15 to 2-16-15 |
| P G & E | 10-44-6410 | 107035 | \$ 747.46 | 3/6/2015 | Gas and electric 1-15-15 to 2-16-15 |
| P G & E | 10-45-6410 | 107035 | \$ 142.04 | 3/6/2015 | Gas and electric 1-15-15 to 2-16-15 |
| P G & E | 10-46-6410 | 107035 | \$ 313.64 | 3/6/2015 | Gas and electric 1-15-15 to 2-16-15 |
| P G & E | 10-44-6660 | 107035 | \$ 52.66 | 3/6/2015 | Gas and electric 1-15-15 to 2-16-15 |
| P G & E | 10-07-6665 | 107035 | \$ 123.20 | 3/6/2015 | Gas and electric 1-15-15 to 2-16-15 |
| P G & E | 10-44-6670 | 107035 | \$ 469.11 | 3/6/2015 | Gas and electric 1-15-15 to 2-16-15 |
| P G & E | 60-50-6410 | 107035 | \$ 18,158.87 | 3/6/2015 | Gas and electric 1-15-15 to 2-16-15 |
| P G & E | 62-60-6411 | 107035 | \$ 316.47 | 3/6/2015 | Gas and electric 1-15-15 to 2-16-15 |
| P G & E | 62-60-6412 | 107035 | \$ 1,021.35 | 3/6/2015 | Gas and electric 1-15-15 to 2-16-15 |
| P G & E | 63-56-6410 | 107035 | \$ 7,318.98 | 3/6/2015 | Gas and electric 1-15-15 to 2-16-15 |
| P G & E | 69-47-6410 | 107035 | \$ 3,278.51 | 3/6/2015 | Gas and electric 1-15-15 to 2-16-15 |
| P G & E | 10-21-6510 | 107035 | \$ 29.92 | 3/6/2015 | Natural gas pumped 1-12-15 to 2-10-15 |
| P G & E | 10-33-6510 | 107035 | \$ 89.76 | 3/6/2015 | Natural gas pumped 1-12-15 to 2-10-15 |
| P G & E | 10-44-6510 | 107035 | \$ 59.86 | 3/6/2015 | Natural gas pumped 1-12-15 to 2-10-15 |
| P G & E | 60-50-6510 | 107035 | \$ 29.92 | 3/6/2015 | Natural gas pumped 1-12-15 to 2-10-15 |
| P G & E | 63-56-6510 | 107035 | \$ 29.92 | 3/6/2015 | Natural gas pumped 1-12-15 to 2-10-15 |
| | | 107035 Total | \$ 38,559.11 | | |
| RALEY'S IN STORE CHARGE | 10-14-6300 | 107036 | \$ 4.05 | 3/6/2015 | Sugar/Coffee Mate/sweetner |



AP Check Register March 6, 2015

| Vendor | Fund-Dept-Acct | Check # | Amount | Check date | Description |
|---|----------------|---------------------|---------------------|------------|--|
| RALEY'S IN STORE CHARGE | 60-50-6300 | 107036 | \$ 4.05 | 3/6/2015 | Sugar/Coffee Mate/sweetner |
| RALEY'S IN STORE CHARGE | 63-56-6300 | 107036 | \$ 4.06 | 3/6/2015 | Sugar/Coffee Mate/sweetner |
| RALEY'S IN STORE CHARGE | 42-36-6690 | 107036 | \$ 142.16 | 3/6/2015 | Juice/napkins/plates/forks/cups/donuts |
| RALEY'S IN STORE CHARGE | 10-01-6620 | 107036 | \$ 13.23 | 3/6/2015 | Cookies/water/community meeting |
| RALEY'S IN STORE CHARGE | 10-46-6300 | 107036 | \$ 18.69 | 3/6/2015 | Coffee/spoons/cups/corp yard |
| RALEY'S IN STORE CHARGE | 42-36-6690 | 107036 | \$ 9.78 | 3/6/2015 | Chips |
| RALEY'S IN STORE CHARGE | 10-01-6690 | 107036 | \$ 14.72 | 3/6/2015 | Punch/milk/cookies |
| | | 107036 Total | \$ 210.74 | | |
| Richardson Jared | 10-45-6730 | 107037 | \$ 171.00 | 3/6/2015 | Youth basketball ref/Richardson |
| | | 107037 Total | \$ 171.00 | | |
| Richardson Antoinette | 10-45-6730 | 107038 | \$ 234.00 | 3/6/2015 | Youth Basketball score keeper/Richardson |
| | | 107038 Total | \$ 234.00 | | |
| Richardson Antoine | 10-45-6730 | 107039 | \$ 279.00 | 3/6/2015 | Youth basketball ref/score keeper/Richardson |
| | | 107039 Total | \$ 279.00 | | |
| Richardson Antonio | 10-45-6730 | 107040 | \$ 301.50 | 3/6/2015 | Youth basketball ref/score keeper/Richardson |
| | | 107040 Total | \$ 301.50 | | |
| Rivas Michelle | 10-45-6730 | 107041 | \$ 189.00 | 3/6/2015 | Youth basketball score keeper/Rivas |
| | | 107041 Total | \$ 189.00 | | |
| RIVAS FRANK | 10-45-6730 | 107042 | \$ 234.00 | 3/6/2015 | Youth basketball ref/Rivas |
| | | 107042 Total | \$ 234.00 | | |
| ROCHA BACKHOE SERVICE, IN | 63-56-6300 | 107043 | \$ 1,226.25 | 3/6/2015 | 13.67 tons cold patch delivered |
| ROCHA BACKHOE SERVICE, IN | 10-33-6300 | 107043 | \$ 408.75 | 3/6/2015 | 13.67 tons cold patch delivered |
| | | 107043 Total | \$ 1,635.00 | | |
| SHARPENING SHOP | 10-33-6200 | 107044 | \$ 13.99 | 3/6/2015 | 12" picco chain |
| | | 107044 Total | \$ 13.99 | | |
| Stanislaus County Dept of Environmental Resources | 10-33-6200 | 107045 | \$ 82.56 | 3/6/2015 | 161 lbs oil-base waste paint/57 lbs latex-base waste paint |
| Stanislaus County Dept of Environmental Resources | 10-44-6200 | 107045 | \$ 41.28 | 3/6/2015 | 161 lbs oil-base waste paint/57 lbs latex-base waste paint |
| Stanislaus County Dept of Environmental Resources | 69-47-6200 | 107045 | \$ 41.28 | 3/6/2015 | 161 lbs oil-base waste paint/57 lbs latex-base waste paint |
| | | 107045 Total | \$ 165.12 | | |
| STAPLES ADVANTAGE | 63-56-6300 | 107046 | \$ 96.83 | 3/6/2015 | Epson black ink and Epson color ink |
| | | 107046 Total | \$ 96.83 | | |
| STANTEC CONSULTING SERVICE, Inc | 60-50-6200 | 107047 | \$ 1,607.50 | 3/6/2015 | Coordination with PW Director/Water and Wastewater On-call 14-15 |
| STANTEC CONSULTING SERVICE, Inc | 60-50-6200 | 107047 | \$ 24,702.00 | 3/6/2015 | Project adminis thru 11/21/14/Water and Wastewater On-call 14-15 |
| STANTEC CONSULTING SERVICE, Inc | 60-50-6200 | 107047 | \$ 24,813.75 | 3/6/2015 | Project adminis thru 12-31-14/Water and Wastewater On-call 14-15 |
| STANTEC CONSULTING SERVICE, Inc | 60-50-6200 | 107047 | \$ 630.00 | 3/6/2015 | Coordination with PW Dir thru 1-2-15/Water & waste On-call 14-15 |
| | | 107047 Total | \$ 51,753.25 | | |
| Sun Valley Portables | 69-47-6200 | 107048 | \$ 155.73 | 3/6/2015 | Portable restroom rental-service/Feb 2015 |
| | | 107048 Total | \$ 155.73 | | |
| T&R ENTERPRISES | 60-50-6530 | 107049 | \$ 234.62 | 3/6/2015 | Made and installed tow package onto dump truck |



AP Check Register March 6, 2015

| Vendor | Fund-Dept-Acct | Check # | Amount | Check date | Description |
|-----------------------------|----------------|---------------------|------------------|------------|--|
| T&R ENTERPRISES | 63-56-6530 | 107049 | \$ 234.62 | 3/6/2015 | Made and installed tow package onto dump truck |
| T&R ENTERPRISES | 10-33-6530 | 107049 | \$ 117.32 | 3/6/2015 | Made and installed tow package onto dump truck |
| | | 107049 Total | \$ 586.56 | | |
| TelePacific Communications | 10-21-6420 | 107050 | \$ 205.76 | 3/6/2015 | Telephone service 3-1-15 to 3-31-15/long distance/2-2015 |
| TelePacific Communications | 10-45-6420 | 107050 | \$ 104.44 | 3/6/2015 | Telephone service 3-1-15 to 3-31-15/long distance/2-2015 |
| TelePacific Communications | 10-14-6420 | 107050 | \$ 104.44 | 3/6/2015 | Telephone service 3-1-15 to 3-31-15/long distance/2-2015 |
| TelePacific Communications | 60-50-6420 | 107050 | \$ 104.44 | 3/6/2015 | Telephone service 3-1-15 to 3-31-15/long distance/2-2015 |
| TelePacific Communications | 63-56-6420 | 107050 | \$ 104.44 | 3/6/2015 | Telephone service 3-1-15 to 3-31-15/long distance/2-2015 |
| | | 107050 Total | \$ 623.52 | | |
| T.H.E. OFFICE CITY | 10-14-6300 | 107051 | \$ 48.14 | 3/6/2015 | HP ink toner |
| T.H.E. OFFICE CITY | 60-50-6300 | 107051 | \$ 48.14 | 3/6/2015 | HP ink toner |
| T.H.E. OFFICE CITY | 63-56-6300 | 107051 | \$ 48.14 | 3/6/2015 | HP ink toner |
| T.H.E. OFFICE CITY | 10-14-6300 | 107051 | \$ 53.72 | 3/6/2015 | 5 cases copy paper |
| T.H.E. OFFICE CITY | 60-50-6300 | 107051 | \$ 53.72 | 3/6/2015 | 5 cases copy paper |
| T.H.E. OFFICE CITY | 63-56-6300 | 107051 | \$ 53.73 | 3/6/2015 | 5 cases copy paper |
| | | 107051 Total | \$ 305.59 | | |
| TOSTA BARBARA J. | 10-45-6725 | 107052 | \$ 120.00 | 3/6/2015 | Young at heart instructor/Feb 2015 |
| | | 107052 Total | \$ 120.00 | | |
| True Blue Veterinary Group | 10-21-6208 | 107053 | \$ 875.00 | 3/6/2015 | Monthly animal contract/Feb 2015 |
| | | 107053 Total | \$ 875.00 | | |
| Turlock Door & Window, Inc. | 10-07-6200 | 107054 | \$ 255.00 | 3/6/2015 | Labor for City hall door repairs |
| | | 107054 Total | \$ 255.00 | | |
| HERNANDEZ ROBERTO | 63-00-2010 | 107055 | \$ 16.74 | 3/6/2015 | Refund Check |
| | | 107055 Total | \$ 16.74 | | |
| ROSAS JR. JESUS | 63-00-2010 | 107056 | \$ 33.04 | 3/6/2015 | Refund Check |
| | | 107056 Total | \$ 33.04 | | |
| ROBLES RINO A CEBALLOS | 63-00-2010 | 107057 | \$ 17.90 | 3/6/2015 | Refund Check |
| | | 107057 Total | \$ 17.90 | | |
| UNIVAR USA, INC | 63-56-6300 | 107058 | \$ 643.86 | 3/6/2015 | 220 gallons sodium hypochlorite delivered/Well #8 |
| | | 107058 Total | \$ 643.86 | | |
| UNITED STATES POSTMASTER | 10-14-6330 | 107059 | \$ 48.67 | 3/6/2015 | Postage box rental |
| UNITED STATES POSTMASTER | 60-50-6330 | 107059 | \$ 48.67 | 3/6/2015 | Postage box rental |
| UNITED STATES POSTMASTER | 63-56-6330 | 107059 | \$ 48.66 | 3/6/2015 | Postage box rental |
| | | 107059 Total | \$ 146.00 | | |
| VALLEY PARTS SERVICE | 10-44-6530 | 107060 | \$ 3.40 | 3/6/2015 | light bulb |
| VALLEY PARTS SERVICE | 10-21-6530 | 107060 | \$ 7.14 | 3/6/2015 | battery cable terminal |
| VALLEY PARTS SERVICE | 10-44-6530 | 107060 | \$ 78.61 | 3/6/2015 | Napa battery with core deposit |
| VALLEY PARTS SERVICE | 10-33-6530 | 107060 | \$ 39.31 | 3/6/2015 | Napa battery with core deposit |
| VALLEY PARTS SERVICE | 69-47-6530 | 107060 | \$ 39.30 | 3/6/2015 | Napa battery with core deposit |



AP Check Register March 6, 2015

| Vendor | Fund-Dept-Acct | Check # | Amount | Check date | Description |
|-------------------------------|----------------|---------------------|----------------------|------------|--|
| VALLEY PARTS SERVICE | 10-44-6530 | 107060 | \$ (14.39) | 3/6/2015 | Battery core deposit credit |
| VALLEY PARTS SERVICE | 10-33-6530 | 107060 | \$ (7.20) | 3/6/2015 | Battery core deposit credit |
| VALLEY PARTS SERVICE | 69-47-6530 | 107060 | \$ (7.19) | 3/6/2015 | Battery core deposit credit |
| VALLEY PARTS SERVICE | 60-50-6530 | 107060 | \$ 85.68 | 3/6/2015 | Red grease/oil filter/air filter |
| | | 107060 Total | \$ 224.66 | | |
| Vannucci Technologies | 63-56-6200 | 107061 | \$ 6,000.00 | 3/6/2015 | Abandoned 2" monitoring well/test well on Hardin Rd |
| | | 107061 Total | \$ 6,000.00 | | |
| VARGAS GEORGE | 10-22-6690 | 107062 | \$ 50.00 | 3/6/2015 | |
| | | 107062 Total | \$ 50.00 | | |
| Verizon Wireless | 10-21-6420 | 107063 | \$ 342.09 | 3/6/2015 | Mobile broadband unlimited 2-19-15 to 3-18-15/PD |
| Verizon Wireless | 10-21-6420 | 107063 | \$ (200.00) | 3/6/2015 | Equipment bill incentive credit/PD |
| | | 107063 Total | \$ 142.09 | | |
| Westside Landscape & Concrete | 10-33-6200 | 107064 | \$ 16,058.75 | 3/6/2015 | General tree pruning services/stump grinding |
| | | 107064 Total | \$ 16,058.75 | | |
| WEST SIDE AERIAL APPLICAT | 60-50-6230 | 107065 | \$ 2,343.00 | 3/6/2015 | Aerial pesticide application on oats @ McPike 1/WWTP |
| | | 107065 Total | \$ 2,343.00 | | |
| | | Grand Total | \$ 376,543.56 | | |



MINUTES
NEWMAN CITY COUNCIL
REGULAR MEETING FEBRUARY 24, 2015
CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET

1. **Call To Order** - Mayor Katen 7:01 P.M.
2. **Pledge Of Allegiance.**
3. **Invocation – Mayor Pro Tem Martina.**
4. **Roll Call - PRESENT:** Davis, Graham, Martina And Mayor Katen.
ABSENT: Candeia (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 February 10, 2015 Meetings.

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

9. Public Hearings

- a. Adopt Resolution No. 2015-05, A Resolution Authorizing The Automatic Annual Inflation Adjustment For Capital Facility And Impact Fees For The Period Of March 1, 2015 Through February 29, 2016.

Mayor Katen Opened The Public Hearing At 7:03 P.M.

There Being No Public Comment, Katen Closed The Public Hearing At 7:04 P.M.

ACTION: On Motion By Graham Seconded By Davis, Resolution No. 2015-05, A Resolution Authorizing The Automatic Annual Inflation Adjustment For Capital Facility And Impact Fees For The Period Of March 1, 2015 Through February 29, 2016, Was Adopted By The Following Vote: AYES: Davis, Graham, Martina And Mayor Katen; NOES: None; ABSENT: Candeia; NOT PARTICIPATING: None.

10. Regular Business

- a. Report On Appointments To Fill Vacancies On The Planning Commission And Architectural Review Committee.

The Council Agreed Not To Conduct Interviews.

ACTION: On Motion By Martina Seconded By Graham, The Council Appointed Deborah Allan, Leland Coleman And E. Timothy Parker To The Planning Commission And Sheldon Crow And Bob Dare To The Architectural Review Committee By The Following Vote: AYES: Davis, Graham, Martina And Mayor Katen; NOES: None; ABSENT: Candea; NOT PARTICIPATING: None.

- b. Adopt Resolution No. 2015-06, A Resolution To Initiate A Proceeding To Vacate That Section Of Stanislaus Street And Notice Of Hearing.

ACTION: On Motion By Martina Seconded By Graham, Resolution No. 2015-06, A Resolution To Initiate A Proceeding To Vacate That Section Of Stanislaus Street And Notice Of Hearing, Was Adopted By The Following Vote: AYES: Davis, Graham, Martina And Mayor Katen; NOES: None; ABSENT: Candea; NOT PARTICIPATING: None.

11. Items From District Five Stanislaus County Supervisor.

Supervisor DeMartini Remarked That Water Issues Will Be At The Forefront This Summer. He Noted That He Would Be Meeting With Local Irrigation Districts To Facilitate Some Water Allocations To The Del Puerto Water District. DeMartini Notified The Council Of The Next West Side Healthcare Taskforce Meeting Would Be In Gustine On March 5th And Indicated That The Taskforce Would Soon Be Planning The 2015 Health Summit Which Is Set To Take Place In August.

12. Items From The City Manager And Staff.

City Manager Holland Mentioned That The Existing City Treasurer Would Be Relocating Out Of The Area And Therefore Would Be Resigning In March. He Reminded The Council That The Youth Basketball Season Was Nearing Its End. Holland Reported That There Were City Job Openings For Community Services Officer, Maintenance Worker And A Part-Time Recreation Assistant. He Noted That City Staff Provided The Community Committee With A Historical Perspective At Their First Meeting And Reminded Everyone That The Next Meeting Would Be On March 9th.

Chief Richardson Reviewed A Presentation Regarding Police Body Cameras Manufactured By Taser.

Tim Parker, 661 Balsam Drive, Stated That He Thought That Federal Funding For Body Cameras Would Become Available For Most Agencies In The Near Future. Parker Remarked That He Was Not Sure That They Are Warranted In Our Community At This Point Due To Cost Concerns.

Council Member Graham Stated That He Wasn't Sure If The City Is Ready To Make A Large Investment In Body Cameras At This Time. Graham Indicated That It Would Better To Wait For Grants And Pending Court Decisions Regarding Public Records And Privacy Before Proceeding With Body Cameras For Police Officers.

Council Member Martina Thanked The Chief For His Report. Martina Noted That He Likes The Accountability Of Body Cameras And Stated That They Could Also Be Used As A Training Tool.

Mayor Katen Expressed That He Is Not Sure That City Is Ready For Police Body Cameras. Katen Noted That He Liked The Idea Of Body Cameras But Indicated That The Expense Would Be Hard To Justify At This Juncture. He Concluded By Stating That He Thought The Officers Should Carry Digital Recorders.

Public Works Director Kim Reported That The Solar Project At The Waste Water Treatment Plant Would Be Completed In March. Kim Mentioned That The City Had Used Thirty-One Percent Less Water In January 2015 Than It Used In January 2014.

City Planner Ocasio Confirmed That The CDBG Community Meeting Would Be Held On March 9th. Ocasio Stated That The CDBG Waterline Project Near West Avenue Would Soon Be Out To Bid.

13. Items From City Council Members.

Council Member Martina Noted That The Community Committee Had A Productive First Meeting With A Good Turn Out. Martina Mentioned That The Committee Will Work On A Plan To Improve Recreation Facilities And Quality Of Life In Newman. He Encouraged The Community To Participate In The Meetings And Noted Its Importance.

14. Adjournment.

ACTION: On Motion By Martina Seconded By Graham And Unanimously Carried, The Meeting Was Adjourned At 7:49 P.M.

Honorable Mayor and Members
of the Newman City Council

**ADOPT RESOLUTION NO. 2015- , DECLARING THE EXISTENCE OF A PUBLIC NUISANCE
UNDER ORDINANCE NO. 281 MISTLETOE ABATEMENT**

RECOMMENDATION:

It is recommended that the Newman City Council adopt Resolution No. 2015- , a resolution declaring the existence of a public nuisance under Ordinance No. 281 Mistletoe Abatement.

BACKGROUND:

Broadleaf mistletoe is an evergreen parasitic plant that grows on a number of landscape tree species in California. Mistletoe reduces growth in trees by utilizing the host mainly for water and mineral nutrients, and may kill them with heavy infestations. These plants produce small, sticky, whitish berries if they are female or pollen if they are male. The plant is typically spread to other trees from birds, and it is important to remove mistletoe before it is spread to other limbs or trees. The most effective method for control is through complete removal of the branch by mechanical pruning. Mistletoe cannot be completely eradicated; however it can be controlled through complete removal.

ANALYSIS:

Abatement notices for the removal of mistletoe were sent out to 27 properties in accordance with City of Newman Municipal Code Chapter 9.06, Section 9.06.020 Notice to Abate. This notice informs property owners of all nuisance abatement procedures, options 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 Tuesday, March 10, 2015. An updated 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

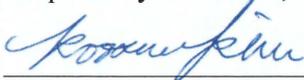
CONCLUSION:

Mistletoe is a parasitic plant afflicting a number of trees in the City. Abatement notices have been sent to the property owners of the infected trees in accordance with City Municipal Code Chapter 9.06. Therefore, staff recommends City Council adopt Resolution 2015- , a resolution declaring the existence of a public nuisance under Ordinance No. 281 Mistletoe Abatement.

ATTACHMENTS:

1. Resolution No. 2015- , A resolution declaring the existence of a public nuisance under Ordinance No. 281 Mistletoe Abatement.
2. Mistletoe Abatement Notice List.
3. Notice to Property Owners (Sample)

Respectfully Submitted,



Koosun Kim
Director of Public Works

REVIEWED/CONCUR:



Michael E. Holland
City Manager

RESOLUTION NO. 2015-

**A RESOLUTION DECLARING THE EXISTENCE OF A PUBLIC NUISANCE UNDER
ORDINANCE NO. 281 MISTLETOE ABATEMENT**

WHEREAS, the Director of Public Works of the City of Newman has reported mistletoe located and existing upon property in the City of Newman not in compliance with Ordinance No 281; and,

WHEREAS, the Director of Public Works caused notice to be mailed to the respective owners of the subject properties in accordance with said Ordinance. 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 March 10, 2015, at 7:00 p.m., in accordance with said notice; 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 finds that there is mistletoe growing and existing upon real property in the City of Newman not in compliance with Ordinance 281. A condition exists with regard to the properties in said City which endangers and may injure neighboring property, and endangers and injures the welfare of residents in the vicinity of said property, and said mistletoe shall be removed, destroyed and abated; and that a description of said property is attached hereto and made a part by reference.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 10th day of March, 2015 by Council Member _____, who moved its adoption, which motion was duly seconded and was adopted upon roll call vote.

AYES:
NOES:
ABSENT:

APPROVED:

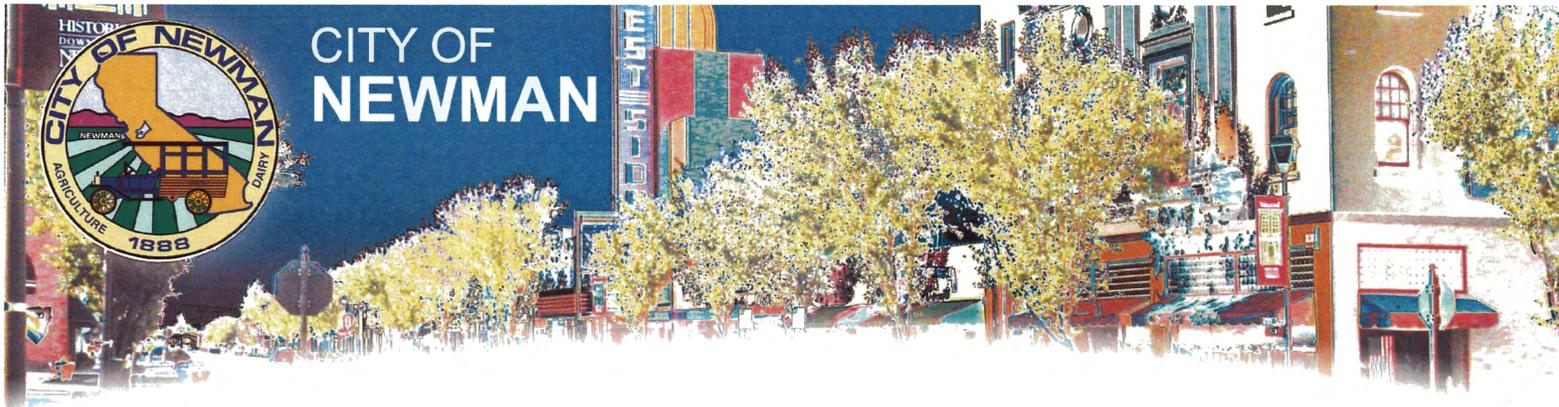
Mayor

ATTEST:

City Clerk

CITY OF NEWMAN
2015 Mistletoe Abatement List

1. 1540 Q Street
2. 1542 Q Street
3. 1431 Q Street
4. 1417 Q Street
5. 1538 Q Street
6. 1441 Q Street
7. 1114 Main Street
8. 1118 Main Street
9. 1122 Main Street
10. 1142 Main Street
11. 1154 Main Street
12. 1138 Main Street
13. 1232 Geranium Lane
14. 1316 Crabapple Way
15. 1002 Blue Bonnet Drive
16. 1557 Langston Drive
17. 1505 Patchett Drive
18. 1639 Fresno Street
19. 858 R Street
20. 740 R Street
21. 1339 Inyo Avenue
22. 1405 Eucalyptus Avenue
23. 564 Merced Street
24. 516 Goldenrod Lane
25. 673 Fig Lane
26. 1158 M Street
27. 1406 L Street



February 19, 2015

Name
Mailing Address
City, State, Zip Code

RE: Location Address, Assessor's Parcel Number

NOTICE IS HEREBY GIVEN TO REMOVE AND DESTROY MISTLETOE
FROM TREE ON PROPERTY

NOTICE IS HEREBY GIVEN THAT:

Pursuant to the provisions of Title 9, Chapter 6 of the City Code of Newman, mistletoe growing or existing on private property must be removed and destroyed.

All persons owning any such property shall, without delay, remove and destroy all such mistletoe from their property or such mistletoe will be removed and destroyed by City authorities, in which case the cost of removal and destruction will be assessed upon the lots and lands from, or on which, such mistletoe was removed and destroyed, and such costs will constitute a lien upon the lots or parcels until paid and will be collected on the next tax roll upon which Municipal taxes are collected.

All property owners having objections to the proposed destruction and removal of mistletoe are hereby notified to attend a meeting of the City Council of the City of Newman to be held on **March 10, 2015**, at **7:00 P.M.**, at which time and place all objections will be heard and given due consideration.

If you have any questions, or are not sure what mistletoe looks like, please contact the office of the Public Works Department at the (209) 862-4448 and someone will assist you with identifying the mistletoe is in your tree.

Respectfully Submitted,

Perfecto Millan

Perfecto Millan,
Public Works Superintendent

Honorable Mayor and Members
of the Newman City Council

**AWARD BID FOR THE PARKS AND LANDSCAPE MAINTENANCE SERVICES AGREEMENT TO
JOE'S LANDSCAPING AND CONCRETE, INC. AND AUTHORIZE THE CITY MANAGER TO
EXECUTE SAID AGREEMENT AND ASSOCIATED DOCUMENTS**

RECOMMENDATION:

It is recommended that the Newman City Council adopt Resolution No. 2015- , Awarding the Parks and Landscape Maintenance Services to Joe's Landscaping and Concrete, Inc. for the annual amount of \$93,080,00 and authorize the City Manager to execute said agreement and associated documents

BACKGROUND:

In October 2010, the City of Newman and Joe's Landscaping and Concrete, Inc. entered into a 3-year contract and 1-year extension of the contract was made in October 2013. Since the contract expired on October 30, 2014, Public Works staff has maintained the parks and landscaped areas on a temporary basis.

The contract between the City of Newman and Joe's Landscaping and Concrete, Inc. allows for the continuing maintenance of the City's Parks and Landscaped areas within the Lighting and Landscaped Districts (LLD). The Contractor has agreed to not increase the price of the contract for three years. At the end of the 3-year contract it is recommended to review the contract and seek new bids. This is not General Fund expenditure, and is paid for through the LLD funding.

ANALYSIS:

Project bids were advertised for approximately three weeks including a mandatory pre-bid meeting and received bids were opened and read on February 26, 2015 at 2:00pm. A total of four qualifying bids were submitted for this service contract ranging from \$93,080.00 to \$239,980.00. The City staff has reviewed the bids and found them to be in proper order. The lowest responsible bidder for this project has been determined to be Joe's Landscaping and Concrete, Inc. with a bid amount of \$93,080.00. This project will be covered by the LLD fund.

Bids:

| | |
|---------------------------------------|-----------------------|
| Joe's Landscaping and Concrete, Inc. | \$93,080.00 per year |
| Marina Landscaping | \$135,096.00 per year |
| Westside Landscape and Concrete, Inc. | \$138,970.00 per year |
| XL Landscaping | \$239,980.00 per year |

FISCAL IMPACT:

Joe's Landscaping and Concrete, Inc. Bid: \$93,080.00/year Fund – Lighting and Landscaped District

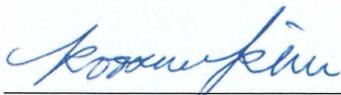
CONCLUSION:

It is recommended that the Newman City Council adopt Resolution No. 2015- , Awarding the Parks and Landscaping Maintenance Services agreement to Joe's Landscaping and Concrete, Inc. for the annual amount of \$93,080,00 and authorize the City Manager to execute said agreement and associated documents

ATTACHMENTS:

1. Resolution No. 2015- ,
2. Abstract of Bids
3. Joe's Landscaping and Concrete, Inc. Service Agreement

Respectfully Submitted,



Koosun Kim
Director of Public Works

REVIEWED/CONCUR:



Michael E. Holland
City Manager

RESOLUTION NO. 2015-

**AWARD BID FOR THE PARKS AND LANDSCAPE MAINTENANCE SERVICES
AGREEMENT TO JOE'S LANDSCAPING AND CONCRETE, INC. AND AUTHORIZE THE
CITY MANAGER TO EXECUTE SAID AGREEMENT AND ASSOCIATED DOCUMENTS**

WHEREAS, In October 2010, the City of Newman and Joe's Landscaping and Concrete, Inc. entered into a 3-year contract and 1-year extension of the contract was made in October 2013. Since the contract expired on October 30, 2014, Public Works staff has maintained the parks and landscaped areas on a temporary basis; and

WHEREAS, the City of Newman staff has recommended that the City Council approve a contract with Joe's Landscaping and Concrete, Inc. for the Parks and Landscape Maintenance Services; and

WHEREAS, the City of Newman has solicited for and received the following bids:

| | |
|---------------------------------------|-----------------------|
| Joe's Landscaping and Concrete, Inc. | \$93,080.00 per year |
| Marina Landscaping | \$135,096.00 per year |
| Westside Landscape and Concrete, Inc. | \$138,970.00 per year |
| XL Landscaping | \$239,980.00 per year |

; and

WHEREAS, Joe's Landscaping and Concrete, Inc. has been determined to be the apparent lowest responsible bidder with a bid amount of \$93,080.00 per year; and

WHEREAS, The contract between the City of Newman and Joe's Landscaping and Concrete, Inc. allows for the continuing maintenance of the City's Parks and Landscaped areas within the Lighting and Landscaped Districts (LLD); and

WHEREAS, The contractor has agreed to not increase the price of the contract for three years. At the end of the 3-year contract it is recommended to review the contract and seek new bids; and

WHEREAS, funds for the project are available through a LLD funding; and

WHEREAS, the City Council of the City of Newman has determined it would be in the best interest of the City to enter into a contract with Joe's Landscaping and Concrete, Inc.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman hereby approves the agreement with Joe's Landscaping and Concrete, Inc. in the amount of \$93,080.00 per year, and authorizes the City Manager to execute said agreement and associated documents for the Parks and Landscape Maintenance Services.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 10th day of March, 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:

ATTEST:

Mayor of the City of Newman

City Clerk of the City of Newman

**ABSTRACT OF BIDS FOR
CITY OF NEWMAN
Parks and Landscaping Maintenance Services**

Bid Opening: February, 26, 2015; 2:00pm

| Item No | District/Location | Quantity | | Joe's Landscaping | Marina Landscaping | Westside Landscape & Concrete | XL Landscaping | |
|---------|---|----------|----|---|--|---|--|----------------------|
| | | | | 802 Inyo Avenue Newman, CA (209) 862-2004 | 1900 S. Lewis St. Anaheim, CA 92805 (925) 243-0288 | 27107 Hwy. 33 Newman, CA (209) 862-3908 | 451 E. Sunset Rd. Henderson, NV 89011 (702) 292-6397 | |
| 1 | Lucas Ranch - 1200-1300 Blk. | 3,000.00 | LF | \$ 120.00 | \$ 15.00 | \$ 180.00 | \$ 320.00 | |
| 2 | Lucas Ranch - 500 Blk. Hills Ferry Rd. | 580.00 | LF | \$ 25.00 | \$ 15.00 | \$ 40.00 | \$ 60.00 | |
| 3 | Oakwood Vista - 400-600 Blk. | 1,600.00 | LF | \$ 75.00 | \$ 25.00 | \$ 80.00 | \$ 120.00 | |
| 4 | Stonehedge - 400 Blk. | 600.00 | LF | \$ 20.00 | \$ 15.00 | \$ 27.00 | \$ 60.00 | |
| 5 | Silva Ranch - 1600 Blk. | 600.00 | LF | \$ 20.00 | \$ 30.00 | \$ 27.00 | \$ 60.00 | |
| 6 | Corgiat Estates - 2000 Blk. | 500.00 | LF | \$ 25.00 | \$ 15.00 | \$ 27.00 | \$ 50.00 | |
| 7 | Creek Canyon - 2100-2200 Blk. | 1,240.00 | LF | \$ 45.00 | \$ 15.00 | \$ 53.50 | \$ 115.00 | |
| 8 | Lucas Ranch II - 1500-1600 Blk. | 1,500.00 | LF | \$ 50.00 | \$ 20.00 | \$ 80.00 | \$ 135.00 | |
| 9 | Stephens Ranch - 2100 Blk. Upper Rd. | 2,000.00 | LF | \$ 50.00 | \$ 15.00 | \$ 53.50 | \$ 220.00 | |
| 10 | Walnut Creek - 2100 Blk. Prince Rd. | 280.00 | LF | \$ 25.00 | \$ 15.00 | \$ 40.00 | \$ 30.00 | |
| 11 | Hearthstone Ranch - W. Wall Hwy. 33 | 1,675.00 | LF | \$ 55.00 | \$ 40.00 | \$ 80.00 | \$ 165.00 | |
| 12 | Sherman Parkway - Hwy. 33 to Barrington | 3,685.00 | LF | \$ 140.00 | \$ 200.00 | \$ 200.00 | \$ 375.00 | |
| 13 | Sherman Parkway - Barrington to Hills Ferry | 3,300.00 | LF | \$ 120.00 | \$ 180.00 | \$ 155.00 | \$ 350.00 | |
| 14 | Sherman Ranch - 200 Blk - Cinnamon Teal | 555.00 | LF | \$ 45.00 | \$ 40.00 | \$ 94.00 | \$ 60.00 | |
| 15 | Sherman Ranch - Cinnamon Teal Dr. | 1,286.00 | LF | \$ 45.00 | \$ 15.00 | \$ 40.00 | \$ 120.00 | |
| 16 | Sherman Ranch - Edinburgh Way | 330.00 | LF | \$ 45.00 | \$ 15.00 | \$ 27.00 | \$ 40.00 | |
| 17 | Sherman Ranch - 100-400 Blk. Hills Ferry | 1,670.00 | LF | \$ 70.00 | \$ 23.00 | \$ 94.00 | \$ 170.00 | |
| 18 | Monte Vista - 500 Blk. Fig Ln. | 430.00 | LF | \$ 20.00 | \$ 15.00 | \$ 27.00 | \$ 45.00 | |
| 19 | Joe Borba Park | 1.97 | AC | \$ 80.00 | \$ 150.00 | \$ 195.00 | \$ 190.00 | |
| 20 | Janet Carlsen Park | 2.87 | AC | \$ 100.00 | \$ 230.00 | \$ 165.00 | \$ 250.00 | |
| 21 | Alfred "Bush" Rose Park | 4.97 | AC | \$ 175.00 | \$ 400.00 | \$ 270.00 | \$ 400.00 | |
| 22 | William Rae Sherman Park | 8.46 | AC | \$ 200.00 | \$ 600.00 | \$ 200.00 | \$ 700.00 | |
| 23 | Newman Dog Park | 0.50 | AC | \$ 25.00 | \$ 30.00 | \$ 52.50 | \$ 55.00 | |
| 24 | Hurd Barrington Park | 5.50 | AC | \$ 175.00 | \$ 400.00 | \$ 400.00 | \$ 475.00 | |
| 25 | Monte Vista Detention Basin | 0.60 | AC | \$ 40.00 | \$ 80.00 | \$ 65.00 | \$ 50.00 | |
| | | | | Weekly Cost | \$ 1,790.00 | \$ 2,598.00 | \$ 2,672.50 | \$ 4,615.00 |
| | | | | Annual Cost | \$ 93,080.00 | \$ 135,096.00 | \$ 138,970.00 | \$ 239,980.00 |

*Bid amount for each item above is Price per Week

AGREEMENT

AGREEMENT BETWEEN THE CITY OF NEWMAN AND JOE'S LANDSCAPING AND CONCRETE, INC.

TO PROVIDE PARKS AND LANDSCAPE MAINTENANCE DISTRICT SERVICES

This agreement made and entered into this _____ day of _____, 2015 by and between the City of Newman, a Municipal Corporation (hereafter "City") and Joe's Landscaping and Concrete, Inc. (hereafter "Contractor").

RECITALS

WHEREAS, City desires to contract for Parks and Landscape Maintenance District Services (hereafter "services"); and

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

WHEREAS, the two parties desire to enter into an Agreement whereby the Contractor will provide said Parks and Landscape Maintenance District Services for the City.

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

1. Scope of Work

SCOPE OF WORK

Work to be performed shall include the lawn mowing and edging of parks; the mowing and edging of lawn strips, the trimming and pruning of all bushes, vines and shrubs in landscape areas and the abatement of weeds in all areas and/or facilities as listed in Contract Documents, and marked on map listed in exhibits "1-21", and listed in section 24.

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

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

2. Additions and Deletions of Parks and Landscape Maintenance Areas: Contractor agrees that the number of parks or landscape maintenance areas may be increased or decreased from time to time. Such increases may be due to new developments or annexations to the City. Landscape Maintenance areas shall be increased or decreased, upon written notice by the City. Increased parks and landscape maintenance areas shall be in addition to those already indicated on Exhibits "1-21" attached herein. All additional mowing, edging, pruning, trimming and weed abatement of parks and landscape maintenance areas shall be paid by the City monthly, at a rate agreed prior to commencing of said maintenance, and upon monthly invoice by the Contractor. Additionally, the City reserves the right to reduce the frequency of parks and landscape maintenance service to cover additions or reductions of districts. In all cases, reductions or additions to mowing and maintenance shall be based on previously agreed upon rate for said service. Changes in mowing or maintenance additions or reductions shall be negotiated between the Contractor and the City's Director of Public Works, or the City's authorized representative.
3. Compensation and Payment: In consideration of the work to be performed by Contractor as described in Scope of Work and in Section 2, the Agreement and all other provisions of the Agreement pertaining to said paragraphs, City agrees to pay Contractor a monthly sum of _____. Said sum to be paid within thirty (30) days of receipt of an invoice by Contractor. Payment for work performed under section 2 and all other provisions of this Agreement pertaining to said paragraphs shall be paid per rates and stipulations of said paragraphs and shall be invoiced in the same manner as work performed under section 1 in order that the City make payment or adjustments to payments for such work on the same day that payment for regular service shall be made.
4. Equipment: It shall be the responsibility of the of the Contractor to provide all necessary equipment as may be needed to perform the duties of this contract and as listed in sections 1 and 2. All equipment used in performance of this contract shall meet or exceed all local state and federal safety standards that may apply to such devices. The City reserves the right to terminate the use of any equipment that it deems hazardous, excessively noisy or considered to be a public nuisance to the health of its residents, employees, or authorized agents. All equipment used in the performance of this contract shall be clearly marked so as to be identifiable as belonging to the Contractor.
5. Park and Facility Use: The City reserves the right to use any or all of its facilities listed in this contract at any time it deems appropriate and or necessary, and may at its discretion make changes to mowing schedules upon 72 hour written notice to contractor.
6. Permits and License: Contractor shall at its own cost and expense, apply for and obtain all necessary permits and licenses required in connection with the requirements of this agreement. Contractor shall at all times comply with all laws, ordinances, and regulations of all governmental authorities under which the work is performed pursuant to this Agreement. Contractor shall maintain a file containing all necessary permits and licenses available for City inspections at any time. In the event law, ordinances, and/or regulations of all authorities are enacted

subsequent to the signing of this Agreement which have an impact on costs to the Contractor, said costs either positive or negative shall be negotiated and adjustments may be made to the amounts to be paid as indicated herein.

7. Independent Contractor: In the performance of the services under this Agreement, Contractor shall be an Independent Contractor, maintaining complete control of its personnel and operations. As such, Contractor shall pay all salaries, wages, expenses, social security taxes, federal and state unemployment taxes and any similar taxes relating to the performance of this Agreement. Contractor shall be held responsible for its workers and subcontractors when working with and/or around hazardous materials and the education thereof.
8. Subcontractor: Contractor shall not subcontract any parts of this Agreement without prior written consent of the City's Public Works Director. All persons engaged in the parks and landscape maintenance service will be considered as employees of the Contractor, and subject to the provisions of this Agreement. Additionally, this Agreement, nor the work to be performed under this Agreement, shall not be in any way assigned or transferred by the Contractor without written consent of the City.
9. Termination: City may terminate this Agreement in whole at any time by written thirty (30) day notice to Contractor. Such termination shall be effective in the manner specified in such notice, shall be without prejudice to any claims which City may have against Contractor and shall be subject to other provisions of this Agreement. On receipt of such notice contractor shall, except as and, to the extent directed, immediately discontinue the placing of orders for materials, facilities and supplies in connection with the performances of the services, and shall, if requested, make every reasonable effort to procure termination of existing subcontracts upon terms satisfactory to the City. Thereafter, Contractor shall only do such work as may be necessary to preserve and provide the services already in progress and to dispose of any property as requested by the City.

Contractor may terminate this Agreement in whole anytime by written thirty (30) day notice to City.
10. Indemnity: Contractor shall save, hold and indemnify City, its officers, agents, employees, volunteers and subcontractors from all claims, demands, damages, judgments, costs or expenses in law or equity that may at any time arise from or relate to any work performed by Contractor, its agents, employees or subcontractors under the terms of this Agreement.
11. Insurance: In addition to any other form of insurance or bond required under the terms of this Agreement, Contractor shall procure and maintain for the duration of this Agreement the following types and limits of insurance:
12. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating ratio of no less than A:VII
13. Automobile Liability Insurance: Contractor shall provide coverage on an occurrence basis for bodily injury including death, of one or more persons, property damage and personal injury, with limits of not less than one million

(\$1,000,000) per occurrence. These automobile liability policies shall provide coverage for owned, non-owned and hired autos.

14. General Liability Insurance: Contractor shall provide coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than two million (\$2,000,000) per occurrence.

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

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

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

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

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

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

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

16. Penalties for Non-Performance: In the event Contractor does not complete required services as listed in contract documents designated for a given week, the City shall deduct from the amount owed the Contractor the proportionate value of the incomplete work. For purposes of determining the amount to be deducted, it is hereby agreed that deductions will be based on amounts listed in section 24. Deductions will be specific as to landscape maintenance district for which service was not performed.
17. Term: This Agreement will be for a term of three (3) years and shall remain in effect until March 11, 2018, at which time it will terminate. The agreement may be extended for an additional three (3) year period upon mutual agreement between Contractor and the City Of Newman.
18. Interpretation: This Agreement, together with the Exhibits attached hereto, and all documents, drawings, specifications and instruments specifically referred to herein and made a part hereof shall constitute the entire Agreement between the parties, and no other proposals, conversations, bids memoranda, or other matter shall vary, alter, or interpret the terms of this Agreement or other documents which is signed by both parties.

19. Severability: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held illegal or in conflict with any law of the State of California or jurisdiction over any of the parties hereto, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provisions held invalid.
20. Governing Law: This Agreement and the attachments hereto shall be governed by and construed in accordance with the laws of the State of California.
21. Cost of Litigation: If any legal action is necessary to enforce any provisions hereof or for damages by reason of an illegal breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs, and expenses and such an amount as the court may adjudge to be reasonable attorney's fees.
22. Notices: All notices to the parties shall be sent by registered or certified mail to the address specified below:

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

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

24. Landscape Maintenance District Listing

| <u>District</u> | <u>Location</u> | <u>Approx. Length</u> |
|-------------------|------------------------------------|-----------------------|
| Lucas Ranch | 1200-1300 Block – Driskell Ave. | 3,000 ft. |
| Lucas Ranch | 500 Block – Hills Ferry Rd. | 580 ft. |
| Oakwood Vista | 400-600 Block – Driskell Ave. | 1,600 ft. |
| Stonehedge | 400 Block – Merced St. | 600 ft. |
| Silva Ranch | 1600 Block – Hoyer Ave. | 600 ft. |
| Corgiat Estates | 2000 Block – Upper Rd. | 500 ft. |
| Creek Canyon | 2100-2200 Block – Upper Rd. | 1,240 ft. |
| Lucas Ranch II | 1500-1600 Block – Canal School Rd. | 1,500 ft. |
| Stephens Ranch | 2100 Block – Upper Rd | 2,000 ft. |
| Walnut Creek | 2100 Block – Prince Rd. | 280 ft. |
| Hearthstone Ranch | West wall along RR & Highway 33 | 1,675 ft. |
| Sherman Parkway | Highway 33 – Barrington Ave. | 3,685 ft. |
| Sherman Parkway | Barrington Ave. – Hills Ferry Rd. | 3,300 ft. |
| Sherman Ranch | 200 Block – Cinnamon Teal | 555 ft. |
| Sherman Ranch | Cinnamon Teal Dr. | 1,286 ft. |
| Sherman Ranch | Edinburgh Way | 330 ft. |
| Sherman Ranch | 100-400 Block – Hills Ferry Rd. | 1,670 ft. |
| Monte Vista | 500 Block Fig Ln. | 430 ft. |

| <u>Parks</u> | <u>Location</u> | <u>Acres</u> |
|-------------------------|-------------------------|--------------|
| Joe Borba Park | 1601 Rose Park Drive | 1.97 |
| Janet Carlsen Park | 1241 Walnut Creek Drive | 2.87 |
| Alfred "Bush" Rose Park | 2207 Park Circle | 4.97 |
| William Rae Sherman | 330 Cinnamon Teal Way | 8.46 |
| Newman Dog Park | 1269 Marapole Lane | 0.50 |
| Hurd Barrington Park | 1137 Barrington Avenue | 5.50 |
| Monte Vista | Detention Basin | 0.60 |

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

CITY LICENSE NUMBER # _____

EXPIRIATION DATE _____

DATE _____

SIGNATURE _____

COMPANY _____

ATTEST _____

Business Address _____

Phone Number () _____

Dated this _____ day of _____ 2015

SIGNED:

ACCEPTED:

CITY OF NEWMAN

BY: _____

BY: _____

DATE: _____

DATE: _____

NOTICE OF AWARD

Project: Parks and Landscape Maintenance District Services

To: _____

The owner represented by the undersigned has considered the Bid submitted by you for the above described work in response to its Notice to Contractors dated _____. It appears that it is to the best interest of said Owner to accept your bid in the amount of _____; you are hereby notified that your bid has been accepted.

If you fail to execute said contract and to furnish bonds and certificates within ten (10) calendar days from the date of delivery of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and to award the work covered by your bid to another, or to re-advertise the work or otherwise dispose thereof as the Owner may see fit.

ACCEPTANCE OF NOTICE

Receipt of the Above Notice of Award is hereby acknowledged

Owner: City of Newman

This _____ day of _____, 2015

By: _____

By: _____

Title: _____

Title: _____

NOTICE TO PROCEED

Project: City of Newman Landscape Maintenance District Services

Date: _____

To: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2015 on or before _____, 2015. You are to provide services stated in the Contract Documents, in the areas listed in Parks and Landscape Maintenance District on a once (1) per week schedule. The contract date begins on _____, 2015 and ends on _____, 2018.

City of Newman

By: **Koosun Kim PE, QSD**
Title: **Director of Public Works**

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

This the _____ day of _____, 2015

By: _____

Title: _____

Special Provisions

The following list of special conditions are part of this contract and are to be considered as applying to said contract, and as such are enforceable under the terms and conditions set forth in the contract documents.

1. It is hereby agreed upon between the city and the contractor that, the city will when it determines necessary call for halting of all mowing, sweeping, and trimming of specific parks and or facilities as needed. The purpose of this provision is to accommodate periods or seasons of the year that do not require mowing or maintenance of said facilities.
2. The contractor shall at his own expense repair and or replace any sprinkler, valve, piping, or park fixture including but not limited to picnic tables, playground equipment, cement curbing, wooden curbing, any trees, and or other plant material that is damaged as a result of the contractor carrying out the work as described in this contract. Said repairs and or replacements shall be performed under the supervision of the City's authorized representative. In addition all materials used are to be of equal or superior quality as determined by the city's representative.
3. The contractor shall provide the city with a schedule listing all times and days that mowing will occur, and shall submit to the city any requests for change in said schedule. All changes are subject to approval by the city Public Works Director or his authorized representative. In no case shall the mowing of any park or facility begin before 7:00 AM on weekdays, and 8:00 AM on weekends.
4. In consideration of the use of the facilities listed in section 24 of the contract, the Contractor agrees that there will be no mowing and or other maintenance relating to the performance of this contract on the following days of the week – Saturday or Sunday. Exemptions may be granted by the Director of Public Works and or the authorized representative as it may be deemed appropriate. All exemptions shall be given only in writing and only upon written request of the contractor.
5. No vehicles will be allowed to enter the park or facilities areas where there is not a paved access and or road upon which to travel, unless express written permission has been given by the city.
6. There shall be no use of weed eaters around base of trees, so as to prevent damage to the trees.
7. Contractor shall keep on file with the city and provide a telephone number that is accessible 24 hours a day so that complaints and or requests can be addressed within 24 hours of notification. It is further agreed that contractor be available to resolve complaints and or requests for service in a period of no longer than 24 hours.

ADOPT RESOLUTION 2015- , AWARDING A CONTRACT FOR THE CITY OF NEWMAN FIRE DEPARTMENT LIGHT REPLACEMENT PROJECT TO ACCESS ELECTRIC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

RECOMMENDATION:

It is recommended that the City Council adopt Resolution 2015- , Awarding a contract for the City of Newman Fire Department Light Replacement to Access Electric and authorize the City Manager to execute the agreement.

BACKGROUND:

The City of Newman Fire Department staff reported that the condition of the existing lights in the main and apparatus room of the fire station were deficient and needed to be upgraded. Public Works Department staff initiated inspections, as well as discussed with West Stanislaus County Fire Protection District staff, and developed the scope of improvement and cost-sharing options. After the existing lights in the fire station were assessed, both City staff and West Stanislaus Fire staff agreed that the existing lights in the areas below need to be replaced with LED to improve the lighting conditions, as well as reduce the operation and maintenance (O&M) costs.

- (1) Lights in the main room / outside lights
- (2) Lights in the apparatus room

ANALYSIS:

The project RFQ was sent out and four contractors responded a mandatory inspection for the area (1) and (2) in the fire station building. A total of four bids were submitted for this project ranging from \$19,955.00 to \$29,460.00. The City staff has reviewed the bids and found that the lowest bid is disqualified because the contractor didn't provide cost-breakdown and work details per instruction. As such, the next lowest bidder for this project has been determined to be Access Electric with a bid amount not to exceed \$23,268.73. This project will be covered by the Newman Fire and Government Building Contract (Newman Building Contract) fund and West Stanislaus County Fire District sharing the cost (\$11,000.00).

Bids:

| | |
|-----------------|-----------------------------------|
| B.C. Electric | \$19,995.00 (disqualified bid) |
| Access Electric | \$23,268.73 (apparent lowest bid) |
| E&M Electric | \$26,839.48 |
| Soundscapes | \$29,460.00 |

FISCAL IMPACT:

| | |
|----------------------------------|---|
| Access Electric Bid: \$23,268.73 | Newman Building Contract Fund: \$12,268.73 |
| | <u>West Stanislaus Fire Cost Share: \$11,000.00</u> |
| | Total Budget \$23,268.73 |

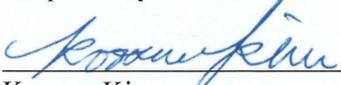
CONCLUSION:

It is recommended that the City Council adopt Resolution 2015- , Awarding a contract for the City of Newman Fire Department Light Replacement to Access Electric and authorize the City Manager to execute the agreement.

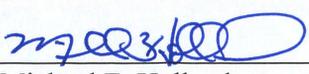
ATTACHMENTS:

- 1. Resolution No. 2015-
- 2. Abstract of Bids
- 3. Access Electric Service Agreement with Scope of Work and Cost Breakdown

Respectfully Submitted,


 Koosun Kim
 Director of Public Works

REVIEWED/CONCUR:


 Michael E. Holland
 City Manager

RESOLUTION NO. 2015-

**ADOPT RESOLUTION 2015- , AWARDING A CONTRACT FOR THE CITY OF NEWMAN
FIRE DEPARTMENT LIGHT REPLACEMENT PROJECT TO ACCESS ELECTRIC AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

WHEREAS, The City of Newman Fire Department staff reported that the condition of the existing lights in the main and apparatus room of the fire station has been worse and a major improvement is needed.; and

WHEREAS, Public Works Department staff initiated inspections as well as discussed with West Stanislaus County Fire Protection District staff for the scope of improvement and cost-sharing options; and

WHEREAS, after the existing lights in the fire station were assessed, both City staff and West Stanislaus Fire staff agreed that the existing lights in the main & apparatus room/outside lights need to be replaced with LED to improve the lighting conditions as well as reduce the operation and maintenance (O&M) costs; and

WHEREAS, the City of Newman has solicited for and received the following bids:

| | |
|-----------------|-----------------------------------|
| B.C. Electric | \$19,995.00 (disqualified bid) |
| Access Electric | \$23,268.73 (apparent lowest bid) |
| E&M Electric | \$26,839.48 |
| Soundscapes | \$29,460.00 |

; and

WHEREAS, the City staff has reviewed the bids and found that the lowest bid is disqualified because the contractor didn't provide cost-breakdown and work details per instruction; and

WHEREAS, the apparent lowest bidder for this project has been determined to be Access Electric with a bid amount not to exceed \$23,268.73; and

WHEREAS, said project will be covered by the Newman Fire and Government Building Contract fund, and the West Stanislaus County Fire District will share the cost (\$11,000.00); and

WHEREAS, the City Council of the City of Newman has determined it would be in the best interest of the City to enter into a contract with Access Electric; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman hereby approves the agreement with Access Electric in the amount of \$23,268.73, and authorizes the City Manager to execute the agreement.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 10th day of March, 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:

ATTEST:

Mayor of the City of Newman

City Clerk of the City of Newman



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made this _____ day of _____, 2015, by and between the **CITY OF NEWMAN**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **Access Electric**, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, CITY has a need for replacing the lights at the Fire Department Building

WHEREAS, CONTRACTOR has represented itself as duly trained, qualified, and experienced to provide such special service, hereinafter referred to as "Services."

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **SCOPE OF WORK:** CONTRACTOR shall furnish all labor, equipment, materials and process, implements, tools, and machinery, except as otherwise specified, which are necessary and required to provide the Services and shall perform such special services in accordance with the standards of its profession and the specifications attached hereto as **EXHIBIT A: City of Newman Fire Department Light Replacement Project**. CONTRACTOR shall provide Services that are acceptable to CITY.

2. **PERSONNEL AND EQUIPMENT:** CONTRACTOR shall provide all personnel needed to accomplish the Services hereunder. CONTRACTOR shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONTRACTOR shall reasonably require to accomplish said Services.

3. **SAFETY REQUIREMENT:** All Services and merchandise must comply with California State Division of Industrial Safety orders and O.S.H.A.

4. **COMPENSATION:** CITY agrees to pay CONTRACTOR in accordance with **EXHIBIT B** as full remuneration for performing all Services and furnishing all staffing and materials called for in **EXHIBIT B** and for performance by CONTRACTOR of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed **\$23,268.73**. CONTRACTOR agrees that compensation shall be paid in the manner and at the times set forth below:

(a) **Invoices:** CONTRACTOR shall submit dated invoices to CITY specifying the date, location and service rendered, and the charge therefor.

(b) **Payment:**

(1) All payments by CITY shall be made in arrears, after satisfactory service, as determined and approved by CITY, has been provided. Payment shall be made by CITY no more than thirty (30) days from CITY's receipt of invoice.

damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- (2) Automobile Liability: \$1,000,000 per occurrence for bodily injury and property damage.
 - (3) Workers' Compensation: as statutorily required by the State of California. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- (c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (2) CONTRACTOR shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- (d) Other Insurance Provisions: The commercial general liability policy shall contain or be endorsed to contain the following provisions:
- (1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONTRACTOR's insurance (at least as broad as CG 20 10 for ongoing operations and CG 20 37 for products/completed operations), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.
 - (2) For any claims related to this project, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONTRACTOR's insurance and shall not contribute with it.
 - (3) In the event of cancellation, non-renewal, or material change that reduces or restricts the insurance coverage afforded to CITY under any of the required insurance coverages, the insurer, broker/producer, or CONTRACTOR shall provide CITY with thirty (30) days' prior written notice of such action.
 - (4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

8. INDEMNIFICATION: CONTRACTOR shall indemnify, defend, and hold harmless CITY and its elective and appointive boards, officers, agents, employees, and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

9. INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONTRACTOR, its agents, officers, and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONTRACTOR, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

CONTRACTOR shall determine the method, details and means of performing the work and services to be provided by CONTRACTOR under this Agreement. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR or CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONTRACTOR must issue W-2 forms or other

termination and cease their work. If CITY so requests, and at CITY's cost, CONTRACTOR shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONTRACTOR'S work on the project. Further, if CITY so requests, and at CITY's cost, CONTRACTOR shall deliver to CITY any work products whether in draft or final form which have been produced to date.

- (g) If the Agreement is terminated pursuant to any of the subsections contained in this paragraph, CITY will pay CONTRACTOR an amount based on the percentage of work completed on the termination date, this percentage shall be determined by CITY in its sole discretion. If the Agreement is terminated pursuant to the subparagraph entitled Termination by CITY for Default of CONTRACTOR, CONTRACTOR understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONTRACTOR for that portion of CONTRACTOR'S services which were performed by CONTRACTOR on the project prior to the termination date and which remain unacceptable and/or not useful to CITY as of the termination date.

12. CONFORMANCE WITH FEDERAL AND STATE LAW: All equipment, supplies and services used by CONTRACTOR in the performance of this Agreement shall conform to the laws of the government of the United States and the State of California.

13. NONDISCRIMINATION: In connection with the execution of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONTRACTOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall also comply with the requirement of Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.

14. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. CONTRACTOR shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. CONTRACTOR specifically acknowledges that in entering into and executing this Agreement, CONTRACTOR relies solely upon the provisions contained in this Agreement and no others.

15. OBLIGATIONS OF CONTRACTOR: Throughout the term of this Agreement, CONTRACTOR shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONTRACTOR warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and

shall require its subcontractors and subcontractors to comply with that section as may be required by law.

22. PARTIAL INVALIDITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

23. WAIVER: The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

24. AUDIT: CITY's duly authorized representative shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify CONTRACTOR'S charges to CITY under this Agreement.

CONTRACTOR agrees to retain reports, records, documents, and files related to charges under this Agreement for a period of four (4) years following the date of final payment for CONTRACTOR services. CITY's representative shall have the right to reproduce any of the aforesaid documents.

25. GOVERNING LAW: This Agreement shall be governed according to the laws of the State of California.

26. HEADINGS NOT CONTROLLING: Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

27. COMPLIANCE WITH LAWS: CONTRACTOR shall insure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws. CONTRACTOR shall fully comply with all applicable federal, state, and local laws, ordinances, regulations and permits.

28. CITY BUSINESS LICENSE: CONTRACTOR will have a City of Newman business license.

29. ASSIGNMENT: This Agreement is binding upon CITY and CONTRACTOR and their successors. Except as otherwise provided herein, neither CITY nor CONTRACTOR shall assign, sublet, or transfer interest in this Agreement or any part thereof without the prior written consent of the other.

30. RECORD INSPECTION AND AUDIT: CONTRACTOR shall maintain adequate records to permit inspection and audit of CONTRACTOR's time and material charges under this Agreement. CONTRACTOR shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

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

CITY OF NEWMAN:

CONTRACTOR:

MICHAEL E. HOLLAND, CITY MANAGER

BY:

TITLE:

ATTEST:

PRINT NAME:

MIKE MAIER, DEPUTY CITY CLERK

ADDRESS:

BUSINESS LICENSE #:

TELEPHONE #:

EXHIBIT B

CITY OF NEWMAN FIRE DEPARTMENT LIGHT REPLACEMENT PROJECT

| ITEM | DESCRIPTION | QTY | UNIT PRICE | PRICE |
|--|--------------------------------------|-------|------------|--------------------|
| (1) MAIN ROOM/OUTSIDE LIGHTS INSTALLATION | | | | |
| 1 | 052962-LIT LBL4LP84 120/277 | 6 EA | \$123.00 | \$738.00 |
| 2 | 066942-ATLAS DD42LED5K 42W LED | 3 EA | \$174.94 | \$524.82 |
| 3 | 021466-LIT OLFL 14 PE BZ | 6 EA | \$81.25 | \$487.50 |
| 4 | 090577-PHI EVOKIT 2X2 P 32L 31W 840 | 20 EA | \$112.50 | \$2,250.00 |
| 5 | 027831-LGD LED-1739-30K R30 12W E26 | 6 EA | \$20.50 | \$123.00 |
| 6 | 104784-ATLAS WPL64LED | 1 EA | \$305.25 | \$305.25 |
| 7 | 078460-COO FE0650LPC BRONZE LED PATI | 5 EA | \$39.38 | \$196.90 |
| 8 | Installation (1) | 1 LS | \$7,866.00 | \$7,866.00 |
| 9 | Tax on Materials | | | \$352.69 |
| SUBTOTAL (1) | | | | \$12,844.16 |
| (2) APPARATUS ROOM INSTALLATION | | | | |
| 1 | 078460- FE0650LPC BRONCE LED PATI | 4 EA | \$39.38 | \$157.52 |
| 2 | 136131-TCP LB4UNI850K10CSPF | 29 EA | \$147.06 | \$4,264.74 |
| 3 | Installation (2) | 1 LS | \$5,643.00 | \$5,643.00 |
| 4 | Tax on Materials | | | \$359.31 |
| SUBTOTAL (2) | | | | \$10,424.57 |
| TOTAL MATERIAL AND INSTALLATION | | | | \$23,268.73 |

Honorable Mayor and Members
of the Newman City Council

REPORT ON COMFORTING KIDS EVENT AT PIONEER PARK

RECOMMENDATION:

Staff recommends the City Council approve the Comforting Kids event scheduled at Pioneer Park on June 28th 2015 from 9 A.M. to 4 P.M.

BACKGROUND:

Comforting Kids is a non-profit organization that raises funds to benefit regional children's hospitals and their patients. Comforting Kids has requested exclusive use of Pioneer Park on June 28th 2015 from 9 A.M. to 4 P.M. to host a benefit classic car show. Organizers have also requested use of the 1200 block of Fresno Street for a vendor area. Event organizers will be inviting several vehicles to attend, but do not have an accurate count as to how many will be in attendance. The vehicle estimate could be close to 125 vehicles, all parked within the grass area of the park. There will be a D.J. playing Oldies music during the event's duration and **NO** alcohol will be served or sold. The event date currently has no conflicts with other community events. The event organizers are seeking council approval for the event.

ANALYSIS:

As of the date and time of the preparation of this staff report, Comforting Kids is in the initial preparation stages of planning this event. Any subsequent changes will be reported out by staff during the presentation of this report.

Comforting Kids has made the following requests:

- ❖ Exclusive use of Pioneer Park.
- ❖ Use of Pioneer Park restroom facilities and electrical power at the location.
- ❖ Exclusive use of the 1200 block of Fresno Street.

Staff has made the following requests from Comforting Kids:

- ❖ Secure event liability insurance in the amount of \$3,000,000.00, naming the City as an additional insured.
- ❖ Secure additional waste wheelers and position them throughout the park.
- ❖ Cover the cost of one public works employee to assist with vehicle parking.

FISCAL IMPACT:

Staff recommends staffing this event with one on-call public works person to assist with vehicle placement around sensitive irrigation and electrical connections. Projected overtime costs should not exceed \$200.00 for the duration indicated. It is staff's recommendation that any and all applicable costs be invoiced to Comforting Kids.

CONCLUSION:

Based upon the information contained in this report, the following options are available:

1. Approve the event as indicated.
2. Reject the event.

Staff recommends Alternative 1.

Staff also recommends that any additional costs be invoiced to Comforting Kids.

ATTACHMENTS:

None.

Respectfully submitted,



Brett Short
Police Lieutenant

REVIEWED/CONCUR:



Michael Holland
City Manager

Honorable Mayor and Members
of the Newman City Council

**CONSIDER DECLARING THE POSITION OF CITY TREASURER VACANT
AND AUTHORIZE STAFF TO ADVERTISE FOR NEWMAN CITIZENS
INTERESTED IN FILLING THE POSITION OF TREASURER**

RECOMMENDATION:

It is recommended that the City Council declare the position of City Treasurer vacant and authorize staff to advertise for Newman citizens interested in filling the position of Treasurer.

BACKGROUND:

Current City Treasurer Michael Thompson has accepted a new job that requires that he relocate to another City. Mr. Thompson has submitted a letter of resignation and will be relinquishing his duties as treasurer effective March 16, 2015; leaving the Treasurer Position vacant. In accordance with State law, the City Council can appoint someone to the position. The minimum qualifications for appointment as City Treasurer are to be a resident of City of Newman and a registered voter.

ANALYSIS:

The City has 60 days from the date of vacancy to fill the position by appointment or be forced to hold a special election for the City Treasurer position. In order to gather a field of qualified, eligible and interested citizens, City Staff needs to advertise for the position of City Treasurer. The Treasurer serves largely in an advisory and review capacity.

FISCAL IMPACT:

The salary for the position is \$75 per month and is included in the 2014-2015 budget; filling the position would only add the marginal costs of advertising.

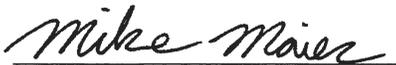
CONCLUSION:

Staff recommends that the Council forgo the expense of holding a special election and authorize staff to advertise for Newman citizens who are interested in filling the position of City Treasurer.

ATTACHMENTS:

None.

Respectfully submitted,



Mike Maier
City Clerk

REVIEWED/CONCUR



Michael Holland,
City Manager



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

Date: March 5, 2015

To: Mayor and City Council

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

Subject: Item 10.e. – Consider Funding Request For Fall Festival/Miss Newman Float

At the request of the Fall Festival Committee, staff has placed this item on the agenda as a follow-up to the January 27th meeting. Attached is an artist rendering of the new design for the float for Council input. Members of the Fall Festival will be in attendance to update the Council on their fundraising efforts.

Park Bench
Clock Tower
Fruitful Orchard
Rolling Hills, Roads

