



**AGENDA**  
**NEWMAN CITY COUNCIL**  
**REGULAR MEETING NOVEMBER 8, 2016**  
**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 October 11, 2016 Meeting. ([View Minutes](#))
  - d. Authorize The City Manager To Sign The Joint Exercise Of Powers Agreement For Public Agency Coalition Enterprise. ([View Report](#))
  - e. Adopt Resolutions Establishing A Procedure For Industrial Disability Retirement Determinations And Delegation Of Authority. ([View Report](#))
    - I. Adopt Resolution No. 2016- , A Resolution Of The City Council Of The City Of Newman Establishing A Procedure For Industrial Disability Retirement Determinations Of Local Safety Officer Employees Of The Public Employees' Retirement System. ([View Report](#))
    - II. Adopt Resolution No. 2016- , A Resolution Of The City Council Of The City Of Newman Delegating Authority To Determine City Employees' Disability Under Public Employees' Retirement Law. ([View Report](#))
9. **Public Hearings**
  - a. Adopt Resolution No. 2016- , A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4. ([View Report](#))
  - b. Second Reading And Adoption Of Ordinance No. 2016- , An Ordinance Amending Title 7 Fire Regulations Of The Newman City Code And Incorporating The California Code Of Regulations Title 24, Part 9, 2016 Edition Of The California Fire Code And Authorizing Staff To Publish A Summary Of Said Ordinance. ([View Report](#))
  - c. Adopt Resolution No. 2016- , A Resolution Declaring The Formation Of A Groundwater Sustainability Agency For The City Of Newman. ([View Report](#))
10. **Regular Business**
  - a. Report On Newman Chamber Of Commerce Tree Lighting Event At The Downtown Plaza. ([View Report](#))

- b. Adopt Resolution No. 2016- , A Resolution Approving An Agreement With Kennedy/Jenks Consultants To Provide Professional Services For The Hexavalent Chromium Compliance Project And Authorize The City Manager To Execute Said Agreement And Associated Documents. ([View Report](#))
- c. Adopt Resolution No. 2016- , A Resolution Authorizing The City Manager To Execute A Land Purchase And Sale Agreement For 2.0+/- Acres As The Future Location Of A Water Well And Storage Tank(s). ([View Report](#))
- d. Report On Converting A Part-Time Community Service Officer Position To Full-Time. ([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**

November 8 - Election Day

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

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

November 11 - Veteran's Day - City Offices Closed.

November 17 - Planning Commission - Cancelled.

November 22 - City Council - Cancelled.

November 24-25 - Thanksgiving Holiday- City Offices Closed.



# Manual Check Register

## October 20, 2016

Vendor No	Vendor	Fund-Dept-Acct	Amount	Check Number	Check Date	Description
K&T01	K & T Lights	68-68-6620	\$ 1,250.00	110230	10/13/2016	48 LED 5 mm wide angle lens/50 feet/100 LED warm white retro fit
			\$ <b>1,250.00</b>	<b>110230 Total</b>		
NEW63	CITY OF NEWMAN-PD	10-21-6208	\$ 250.00	110233	10/19/2016	Start up cash for animal clinic
			\$ <b>250.00</b>	<b>110233 Total</b>		
			\$ <b>1,500.00</b>	<b>Grand Total</b>		



## AP Check Register October 21, 2016

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
Accela, Inc #774375	10-14-6310	\$ 327.33	110244	10/21/2016	Web payments on-line/Sept 2016
Accela, Inc #774375	60-50-6310	\$ 327.33	110244	10/21/2016	Web payments on-line/Sept 2016
Accela, Inc #774375	63-56-6310	\$ 327.34	110244	10/21/2016	Web payments on-line/Sept 2016
		<b>\$ 982.00</b>	<b>110244 Total</b>		
Advanced Building Cleaners, Inc.	10-33-6200	\$ 3,634.02	110245	10/21/2016	Power sweeping service/Sept 2016
		<b>\$ 3,634.02</b>	<b>110245 Total</b>		
AMERICAN SOCCER COMPANY,	10-45-6735	\$ 31.51	110246	10/21/2016	1 soccer jersey
		<b>\$ 31.51</b>	<b>110246 Total</b>		
Aramark	10-03-6200	\$ 108.23	110247	10/21/2016	Uniform cleaning/mat rental/towels/Sept 2016
Aramark	10-07-6200	\$ 96.80	110247	10/21/2016	Uniform cleaning/mat rental/towels/Sept 2016
Aramark	10-21-6200	\$ 71.00	110247	10/21/2016	Uniform cleaning/mat rental/towels/Sept 2016
Aramark	10-22-6200	\$ 28.13	110247	10/21/2016	Uniform cleaning/mat rental/towels/Sept 2016
Aramark	10-44-6200	\$ 72.15	110247	10/21/2016	Uniform cleaning/mat rental/towels/Sept 2016
Aramark	60-50-6200	\$ 108.23	110247	10/21/2016	Uniform cleaning/mat rental/towels/Sept 2016
Aramark	63-56-6200	\$ 72.16	110247	10/21/2016	Uniform cleaning/mat rental/towels/Sept 2016
		<b>\$ 556.70</b>	<b>110247 Total</b>		
AT&T MOBILITY	10-02-6420	\$ 33.93	110248	10/21/2016	Cell phone usage 9-6-16 to 10-5-16
AT&T MOBILITY	10-03-6420	\$ 40.72	110248	10/21/2016	Cell phone usage 9-6-16 to 10-5-16
AT&T MOBILITY	10-06-6420	\$ 81.43	110248	10/21/2016	Cell phone usage 9-6-16 to 10-5-16
AT&T MOBILITY	10-07-6420	\$ 22.23	110248	10/21/2016	Cell phone usage 9-6-16 to 10-5-16
AT&T MOBILITY	10-14-6420	\$ 51.51	110248	10/21/2016	Cell phone usage 9-6-16 to 10-5-16
AT&T MOBILITY	10-21-6420	\$ 581.71	110248	10/21/2016	Cell phone usage 9-6-16 to 10-5-16
AT&T MOBILITY	10-22-6420	\$ 58.37	110248	10/21/2016	Cell phone usage 9-6-16 to 10-5-16
AT&T MOBILITY	10-33-6420	\$ 47.51	110248	10/21/2016	Cell phone usage 9-6-16 to 10-5-16
AT&T MOBILITY	10-44-6420	\$ 59.50	110248	10/21/2016	Cell phone usage 9-6-16 to 10-5-16
AT&T MOBILITY	10-45-6420	\$ 67.86	110248	10/21/2016	Cell phone usage 9-6-16 to 10-5-16
AT&T MOBILITY	22-20-6420	\$ 5.82	110248	10/21/2016	Cell phone usage 9-6-16 to 10-5-16
AT&T MOBILITY	60-50-6420	\$ 328.80	110248	10/21/2016	Cell phone usage 9-6-16 to 10-5-16
AT&T MOBILITY	63-56-6420	\$ 272.45	110248	10/21/2016	Cell phone usage 9-6-16 to 10-5-16
AT&T MOBILITY	69-47-6420	\$ 25.01	110248	10/21/2016	Cell phone usage 9-6-16 to 10-5-16
		<b>\$ 1,676.85</b>	<b>110248 Total</b>		
AutoZone	60-50-6530	\$ 43.72	110249	10/21/2016	Duralast flex wiper blades/air freshners
		<b>\$ 43.72</b>	<b>110249 Total</b>		
Bertolotti Newman Disposal	10-33-6220	\$ 405.26	110250	10/21/2016	40 yard bin dumping @ corp yard/Sept 2016
Bertolotti Newman Disposal	69-47-6220	\$ 200.00	110250	10/21/2016	40 yard bin dumping @ corp yard/Sept 2016
		<b>\$ 605.26</b>	<b>110250 Total</b>		
BJ's Consumers Choice Pest Control, Inc	10-07-6200	\$ 2,995.00	110251	10/21/2016	Termite pest work at 1404 & 1406 Main Street
		<b>\$ 2,995.00</b>	<b>110251 Total</b>		



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Bruss Joy	10-00-5434	\$ 75.00	110252	10/21/2016	Refund of cat adoption fee/Bruss
		<b>\$ 75.00</b>	<b>110252 Total</b>		
BURTON'S FIRE, INC	10-22-6300	\$ 23.25	110253	10/21/2016	Fire hose end
		<b>\$ 23.25</b>	<b>110253 Total</b>		
BUSINESS CARD	10-14-6200	\$ 26.67	110254	10/21/2016	Hughes Net emergency backup
BUSINESS CARD	10-21-6200	\$ 10.00	110254	10/21/2016	ScheduleBase/PD/9-19-16 to 10-19-16
BUSINESS CARD	10-21-6300	\$ 189.88	110254	10/21/2016	Ammo/PD
BUSINESS CARD	10-21-6530	\$ 718.32	110254	10/21/2016	Replaced transmission and engine mounts/13 Dodge Charger
BUSINESS CARD	10-21-6620	\$ 196.00	110254	10/21/2016	Lollipops/PD
BUSINESS CARD	10-22-6300	\$ 147.37	110254	10/21/2016	Kendra dir tire/tire liners/fire dept
BUSINESS CARD	10-22-6300	\$ 32.25	110254	10/21/2016	2-Day flat rate envelope mailings/fire dept
BUSINESS CARD	10-22-6300	\$ 7.15	110254	10/21/2016	Document frames/fire dept
BUSINESS CARD	10-22-6690	\$ 32.94	110254	10/21/2016	Gatorade/Nutri bars/granola bars/Fall Festival
BUSINESS CARD	10-22-6690	\$ 26.36	110254	10/21/2016	Meals/Fall Festival
BUSINESS CARD	10-22-6690	\$ 400.00	110254	10/21/2016	Education course fees/Bowen
BUSINESS CARD	10-22-6690	\$ 147.20	110254	10/21/2016	Fire fighter gift cards/incentive program/fire dept
BUSINESS CARD	10-22-6690	\$ 40.80	110254	10/21/2016	Officer meeting/Fire dept
BUSINESS CARD	10-33-6300	\$ 77.83	110254	10/21/2016	Spray paint gun filter
BUSINESS CARD	10-33-6690	\$ 10.00	110254	10/21/2016	Parking for STANCOG
BUSINESS CARD	10-44-6300	\$ 152.98	110254	10/21/2016	2 Stanislaus steet zip ties/zip tie cutter
BUSINESS CARD	10-45-6300	\$ 6.46	110254	10/21/2016	Calculator/teen center
BUSINESS CARD	10-45-6300	\$ 256.12	110254	10/21/2016	Caldwell office chair/laminating pouches/transparency film
BUSINESS CARD	10-45-6300	\$ 8.60	110254	10/21/2016	Detector pen
BUSINESS CARD	10-45-6300	\$ 36.27	110254	10/21/2016	Cooler/binders
BUSINESS CARD	10-45-6735	\$ 22.54	110254	10/21/2016	Whistles with lanyards/soccer
BUSINESS CARD	10-45-6738	\$ 278.61	110254	10/21/2016	Supplies for soccer snack bar
BUSINESS CARD	10-45-6738	\$ 9.45	110254	10/21/2016	Propane/soccer
BUSINESS CARD	10-45-6739	\$ 61.37	110254	10/21/2016	Supplies for teen center snack bar
BUSINESS CARD	10-45-6739	\$ 133.87	110254	10/21/2016	Supplies for teen center snack bar
BUSINESS CARD	10-45-6739	\$ 31.29	110254	10/21/2016	Supplies for teen center snack bar
BUSINESS CARD	10-45-6739	\$ 36.16	110254	10/21/2016	Supplies for teen center snack bar
BUSINESS CARD	42-36-6690	\$ 6.85	110254	10/21/2016	Breakfast for CASQA seminar
BUSINESS CARD	42-36-6690	\$ 16.94	110254	10/21/2016	Gasoline for CASQA conference
BUSINESS CARD	42-36-6690	\$ 14.03	110254	10/21/2016	Meal for CASQA conference
BUSINESS CARD	42-36-6690	\$ 40.00	110254	10/21/2016	Overnight parking @ Stockton airport for CASQA conference/Kim
BUSINESS CARD	42-36-6690	\$ 10.00	110254	10/21/2016	Overnight parking @ Stockton airport for CASQA conference/Kim
BUSINESS CARD	42-36-6690	\$ 162.51	110254	10/21/2016	Car rental for CASQA conference
BUSINESS CARD	42-36-6690	\$ 48.00	110254	10/21/2016	Parking fees at hotel for CASQA conference
BUSINESS CARD	60-50-6200	\$ 26.66	110254	10/21/2016	Hughes Net emergency backup



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BUSINESS CARD	60-50-6530	\$ 10.78	110254	10/21/2016	Jump cable
BUSINESS CARD	60-50-6530	\$ 134.16	110254	10/21/2016	Front brake pads and rear brake shoes/09 Honda Civic
BUSINESS CARD	63-56-6200	\$ 26.66	110254	10/21/2016	Hughes Net emergency backup
BUSINESS CARD	63-56-6530	\$ 10.78	110254	10/21/2016	Jump cable
BUSINESS CARD	63-56-6530	\$ 134.16	110254	10/21/2016	Front brake pads and rear brake shoes/09 Honda Civic
BUSINESS CARD	63-56-6530	\$ (0.17)	110254	10/21/2016	Front brake pads and rear brake shoes/09 Honda Civic
		<b>\$ 3,737.85</b>	<b>110254 Total</b>		
CALIF BUILDING STANDARDS	10-00-2620	\$ 274.00	110255	10/21/2016	SB1473 fees payable/Jul-Sept 2016
CALIF BUILDING STANDARDS	10-00-5310	\$ (27.40)	110255	10/21/2016	SB1473 fees payable retemption/Jul-Sept 2016
		<b>\$ 246.60</b>	<b>110255 Total</b>		
CALIFORNIA CONSULTING, LL	10-02-6200	\$ 1,000.00	110256	10/21/2016	Grant writing/Lobbying
CALIFORNIA CONSULTING, LL	60-50-6200	\$ 1,000.00	110256	10/21/2016	Grant writing/Lobbying
CALIFORNIA CONSULTING, LL	63-56-6200	\$ 1,000.00	110256	10/21/2016	Grant writing/Lobbying
		<b>\$ 3,000.00</b>	<b>110256 Total</b>		
Canon Solutions America, Inc.	10-14-6200	\$ 71.06	110257	10/21/2016	Copier black & white and color charges/Sept 2016
Canon Solutions America, Inc.	10-21-6200	\$ 118.27	110257	10/21/2016	Copier black & white and color charges/Sept 2016/PD
Canon Solutions America, Inc.	60-50-6200	\$ 71.06	110257	10/21/2016	Copier black & white and color charges/Sept 2016
Canon Solutions America, Inc.	60-50-6200	\$ 28.55	110257	10/21/2016	Copier black & white and color charges/Sept 2016
Canon Solutions America, Inc.	63-56-6200	\$ 71.07	110257	10/21/2016	Copier black & white and color charges/Sept 2016
Canon Solutions America, Inc.	63-56-6200	\$ 28.54	110257	10/21/2016	Copier black & white and color charges/Sept 2016
		<b>\$ 388.55</b>	<b>110257 Total</b>		
C B MERCHANT SERVICES,INC	63-56-6637	\$ 156.67	110258	10/21/2016	Bad debt payable
		<b>\$ 156.67</b>	<b>110258 Total</b>		
CENTRAL SANITARY SUPPLY	10-07-6300	\$ 114.44	110259	10/21/2016	
CENTRAL SANITARY SUPPLY	10-07-6665	\$ 57.22	110259	10/21/2016	
CENTRAL SANITARY SUPPLY	10-21-6300	\$ 114.43	110259	10/21/2016	
CENTRAL SANITARY SUPPLY	10-22-6300	\$ 57.22	110259	10/21/2016	
CENTRAL SANITARY SUPPLY	10-44-6300	\$ 57.22	110259	10/21/2016	
CENTRAL SANITARY SUPPLY	10-44-6660	\$ 457.75	110259	10/21/2016	
CENTRAL SANITARY SUPPLY	10-44-6670	\$ 228.88	110259	10/21/2016	
CENTRAL SANITARY SUPPLY	10-46-6300	\$ 57.22	110259	10/21/2016	
		<b>\$ 1,144.38</b>	<b>110259 Total</b>		
Chevron & Texaco Business Card Services	10-07-6500	\$ 26.31	110260	10/21/2016	Gas and diesel purchases 9-15-16 to 10-14-16
Chevron & Texaco Business Card Services	10-21-6500	\$ 2,711.63	110260	10/21/2016	Gas and diesel purchases 9-15-16 to 10-14-16
Chevron & Texaco Business Card Services	10-22-6500	\$ 366.62	110260	10/21/2016	Gas and diesel purchases 9-15-16 to 10-14-16
Chevron & Texaco Business Card Services	10-33-6500	\$ 108.54	110260	10/21/2016	Gas and diesel purchases 9-15-16 to 10-14-16
Chevron & Texaco Business Card Services	10-44-6500	\$ 143.81	110260	10/21/2016	Gas and diesel purchases 9-15-16 to 10-14-16
Chevron & Texaco Business Card Services	60-50-6500	\$ 235.39	110260	10/21/2016	Gas and diesel purchases 9-15-16 to 10-14-16
Chevron & Texaco Business Card Services	63-56-6500	\$ 1,003.53	110260	10/21/2016	Gas and diesel purchases 9-15-16 to 10-14-16



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Chevron & Texaco Business Card Services	69-47-6500	\$ 63.81	110260	10/21/2016	Gas and diesel purchases 9-15-16 to 10-14-16
		<b>\$ 4,659.64</b>	<b>110260 Total</b>		
City National Bank	60-50-8125	\$ 3,416.40	110261	10/21/2016	Interest payment on Refinancing of 1999 COP for WWTP
		<b>\$ 3,416.40</b>	<b>110261 Total</b>		
City of Turlock	10-15-6200	\$ 3,000.00	110262	10/21/2016	Legal services rendered 7-1-16 to 9-30-16
		<b>\$ 3,000.00</b>	<b>110262 Total</b>		
City of Oakdale	10-21-6615	\$ 15,500.00	110263	10/21/2016	Dispatch services 8-16-16 to 9-15-16
		<b>\$ 15,500.00</b>	<b>110263 Total</b>		
COMCAST CABLE	10-21-6420	\$ 150.74	110264	10/21/2016	Internet service 10-6-16 to 11-05-16/PD
		<b>\$ 150.74</b>	<b>110264 Total</b>		
CSG Consultants, Inc	10-22-6300	\$ 341.95	110265	10/21/2016	2016 Calif code books/Fire code
		<b>\$ 341.95</b>	<b>110265 Total</b>		
Dave's Drain Cleaning & Plumbing	10-44-6200	\$ 35.00	110266	10/21/2016	Backflow testing @ dog park on Marapole
		<b>\$ 35.00</b>	<b>110266 Total</b>		
DEPART. OF CONSERVATION	10-00-2605	\$ 647.57	110267	10/21/2016	Strong Motion Instrumentation fees payable/Jul-Sept 2016
DEPART. OF CONSERVATION	10-00-5310	\$ (32.38)	110267	10/21/2016	Strong Motion Instrumentation fees payable/Jul-Sept 2016
		<b>\$ 615.19</b>	<b>110267 Total</b>		
CASHIER, DEPT OF PESTICIDE REGULATION	60-50-6635	\$ 60.00	110268	10/21/2016	Renewal Qualified Applicator Certificate/Escatel
		<b>\$ 60.00</b>	<b>110268 Total</b>		
Direct Security and Sound, Inc.	60-50-6200	\$ 110.00	110269	10/21/2016	Replaced bad camera @ WWTP
		<b>\$ 110.00</b>	<b>110269 Total</b>		
E&M ELECTRIC, INC.	10-07-6200	\$ 351.30	110270	10/21/2016	Replaced lights @ teen center
E&M ELECTRIC, INC.	10-07-6200	\$ 233.04	110270	10/21/2016	Troubleshoot and replacement of lamps @ teen center
E&M ELECTRIC, INC.	10-07-6200	\$ 160.00	110270	10/21/2016	Service call @ 938 Fresno St/replaced ballast
E&M ELECTRIC, INC.	10-33-6300	\$ 123.17	110270	10/21/2016	4 Intermatic e-photo controls for street lights
E&M ELECTRIC, INC.	10-44-6200	\$ 170.76	110270	10/21/2016	Replaced lights @ horse shoe area of Pioneer Park
E&M ELECTRIC, INC.	60-50-6225	\$ 34.13	110270	10/21/2016	Power King battery/lift station
E&M ELECTRIC, INC.	60-50-6225	\$ 769.71	110270	10/21/2016	Pulled and repaired motor from WWTP
E&M ELECTRIC, INC.	60-50-6225	\$ 520.00	110270	10/21/2016	Pump repair and reinstall irrigation pump #1 with crane WWTP
E&M ELECTRIC, INC.	60-50-6225	\$ 6,827.86	110270	10/21/2016	Repaired, cleaned & painted 10hp lift pump irrigation motor WWTP
		<b>\$ 9,189.97</b>	<b>110270 Total</b>		
ECONOMIC TIRE SHOP	10-44-6530	\$ 270.00	110271	10/21/2016	4 new tires
ECONOMIC TIRE SHOP	69-47-6530	\$ 270.00	110271	10/21/2016	4 new tires
		<b>\$ 540.00</b>	<b>110271 Total</b>		
ENVIRONMENTAL TECHNIQUES	60-50-6300	\$ 3,540.00	110272	10/21/2016	60 ProOxidizer for WWTP
		<b>\$ 3,540.00</b>	<b>110272 Total</b>		
Failsafe Testing	10-22-6200	\$ 338.60	110273	10/21/2016	Ground ladder testing on engines 27 and 28
		<b>\$ 338.60</b>	<b>110273 Total</b>		
Fernandez Maria	10-00-2841	\$ 80.00	110274	10/21/2016	Refund Sherman Park deposit/Fernandez



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		<b>\$ 80.00</b>	<b>110274 Total</b>		
FERGUSON ENTERPRISES, INC 1423	63-56-6300	\$ 3,596.85	110275	10/21/2016	Meter couplings/valves/clamps/stanislaus steel straps/corp stops
FERGUSON ENTERPRISES, INC 1423	63-56-6300	\$ 575.31	110275	10/21/2016	Meter couplings/clamps/safety glasses
		<b>\$ 4,172.16</b>	<b>110275 Total</b>		
FRANKLIN PET CEMETERY & C	10-21-6208	\$ 31.60	110276	10/21/2016	Animal disposal clinic
FRANKLIN PET CEMETERY & C	10-21-6208	\$ 4.40	110276	10/21/2016	Animal disposal clinic
FRANKLIN PET CEMETERY & C	10-21-6208	\$ 3.60	110276	10/21/2016	Animal disposal clinic
FRANKLIN PET CEMETERY & C	10-21-6208	\$ 52.00	110276	10/21/2016	Animal disposal clinic
		<b>\$ 91.60</b>	<b>110276 Total</b>		
GEOANALYTICAL LAB, INC.	60-50-6200	\$ 355.00	110277	10/21/2016	BOD/TSS/Nitrate testing @ WWTP/Sept 2016
GEOANALYTICAL LAB, INC.	63-56-6200	\$ 400.00	110277	10/21/2016	Weekly bacti testing/Sept 2016
		<b>\$ 755.00</b>	<b>110277 Total</b>		
Golden Valley Awards	10-01-6300	\$ 10.11	110278	10/21/2016	Name badge/Laroy McDonold
		<b>\$ 10.11</b>	<b>110278 Total</b>		
Gouveia Engineering, Inc	10-31-6200	\$ 70.88	110279	10/21/2016	Public works general engineering/dog park
Gouveia Engineering, Inc	10-31-6200	\$ 929.25	110279	10/21/2016	Lot line adjustment/16-01/August 2016
Gouveia Engineering, Inc	10-31-6200	\$ 447.56	110279	10/21/2016	CMAQ application engineering/Sept 2016
Gouveia Engineering, Inc	17-44-7521	\$ 686.25	110279	10/21/2016	Engineering/Skate Plaza/Sept 2016
Gouveia Engineering, Inc	18-32-7739	\$ 2,147.50	110279	10/21/2016	Hwy 33/Inyo intersention/Sept 2016
Gouveia Engineering, Inc	18-32-7768	\$ 255.00	110279	10/21/2016	Inyo Canal School intersection/Sept 2016
Gouveia Engineering, Inc	24-32-7010	\$ 317.50	110279	10/21/2016	CNG sweeper/Sept 2016
Gouveia Engineering, Inc	24-32-7766	\$ 160.00	110279	10/21/2016	CNG Fast Fill Fueling station/Sept 2016
		<b>\$ 5,013.94</b>	<b>110279 Total</b>		
GRAINGER	10-07-6300	\$ 33.33	110280	10/21/2016	Vacuum breaker repair kit
		<b>\$ 33.33</b>	<b>110280 Total</b>		
Guzman Desiree	10-00-2841	\$ 20.00	110281	10/21/2016	Pioneer Park deposit refund/Guzman
		<b>\$ 20.00</b>	<b>110281 Total</b>		
Hansford Economic Consulting	60-50-6200	\$ 475.00	110282	10/21/2016	Sewer rate study/Sept 2016
		<b>\$ 475.00</b>	<b>110282 Total</b>		
IEH-JL Analytical	60-50-6200	\$ 72.00	110283	10/21/2016	Waste water plant influent testing
		<b>\$ 72.00</b>	<b>110283 Total</b>		
IMAGE UNIFORMS	71-21-7105	\$ 3,357.86	110284	10/21/2016	4 Second Chance body armour/PD
		<b>\$ 3,357.86</b>	<b>110284 Total</b>		
INFOSEND, INC	10-33-6300	\$ 371.25	110285	10/21/2016	Insert fee/street sweeping schedule
INFOSEND, INC	60-50-6200	\$ 960.64	110285	10/21/2016	Utility bill and late notice mailing/Sept 2016
INFOSEND, INC	63-56-6200	\$ 960.64	110285	10/21/2016	Utility bill and late notice mailing/Sept 2016
		<b>\$ 2,292.53</b>	<b>110285 Total</b>		
J&E Janitorial and Handyman	10-07-6200	\$ 200.00	110286	10/21/2016	Cleaned bathrooms/cleaned & buffed floors @ city hall
		<b>\$ 200.00</b>	<b>110286 Total</b>		



## AP Check Register October 21, 2016

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
Jamie's Paint & Body	10-21-6530	\$ 280.00	110287	10/21/2016	Repair of front door on 2010 Dodge Charger
		<b>\$ 280.00</b>	<b>110287 Total</b>		
JOE'S LANDSCAPING & CONCR	69-47-6200	\$ 1,113.92	110288	10/21/2016	Daily bobcat rental with trailer
JOE'S LANDSCAPING & CONCR	69-47-6200	\$ 8,040.00	110288	10/21/2016	Landscape services for the Lighting and Landscape District
		<b>\$ 9,153.92</b>	<b>110288 Total</b>		
Martina Robert	10-01-6020	\$ 230.87	110289	10/21/2016	To replace lost payroll check #6023
		<b>\$ 230.87</b>	<b>110289 Total</b>		
NEWMAN SMOG AND LUBE	10-21-6530	\$ 740.69	110290	10/21/2016	Replaced AC assembly on 2012 Nissan
NEWMAN SMOG AND LUBE	10-21-6530	\$ 64.91	110290	10/21/2016	Tire mount & balance 2013 Dodge Charger
NEWMAN SMOG AND LUBE	60-50-6530	\$ 349.42	110290	10/21/2016	Transmission service on 07 pickup
		<b>\$ 1,155.02</b>	<b>110290 Total</b>		
NORMAC, INC.	10-44-6300	\$ 43.59	110291	10/21/2016	50 Spears 3/4" marlex street ell
NORMAC, INC.	17-44-7521	\$ 2,390.18	110291	10/21/2016	Skate plaza irrigation materials
		<b>\$ 2,433.77</b>	<b>110291 Total</b>		
CITY OF PATTERSON	10-03-6200	\$ 660.00	110292	10/21/2016	Video reimbursement/Sept 2016
		<b>\$ 660.00</b>	<b>110292 Total</b>		
P G & E	10-07-6410	\$ 438.41	110293	10/21/2016	Gas and electric @ 938 Fresno St 09-07-16 to 10-05-16
P G & E	10-21-6510	\$ 31.06	110293	10/21/2016	Natural gas pumped @ CNG fueling station
P G & E	10-33-6510	\$ 93.15	110293	10/21/2016	Natural gas pumped @ CNG fueling station
P G & E	10-44-6510	\$ 62.12	110293	10/21/2016	Natural gas pumped @ CNG fueling station
P G & E	60-50-6410	\$ 438.41	110293	10/21/2016	Gas and electric @ 938 Fresno St 09-07-16 to 10-05-16
P G & E	60-50-6510	\$ 31.06	110293	10/21/2016	Natural gas pumped @ CNG fueling station
P G & E	63-56-6410	\$ 438.42	110293	10/21/2016	Gas and electric @ 938 Fresno St 09-07-16 to 10-05-16
P G & E	63-56-6510	\$ 31.06	110293	10/21/2016	Natural gas pumped @ CNG fueling station
		<b>\$ 1,563.69</b>	<b>110293 Total</b>		
Plasencia Alejandro	10-22-6690	\$ 40.00	110294	10/21/2016	Firefighter I Certification reimbursement/Plasencia
		<b>\$ 40.00</b>	<b>110294 Total</b>		
Ready Refresh by Nestle	10-14-6300	\$ 25.88	110295	10/21/2016	Bottled water delivered/Sept 2016
Ready Refresh by Nestle	10-21-6300	\$ 11.72	110295	10/21/2016	Bottled water delivered/Sept 2016
Ready Refresh by Nestle	10-45-6300	\$ 54.17	110295	10/21/2016	Bottled water delivered/Sept 2016
Ready Refresh by Nestle	60-50-6300	\$ 25.88	110295	10/21/2016	Bottled water delivered/Sept 2016
Ready Refresh by Nestle	60-50-6300	\$ 49.55	110295	10/21/2016	Bottled water delivered/Sept 2016
Ready Refresh by Nestle	60-50-6300	\$ 25.87	110295	10/21/2016	Bottled water delivered/Sept 2016
Ready Refresh by Nestle	63-56-6300	\$ 25.89	110295	10/21/2016	Bottled water delivered/Sept 2016
Ready Refresh by Nestle	63-56-6300	\$ 49.56	110295	10/21/2016	Bottled water delivered/Sept 2016
		<b>\$ 268.52</b>	<b>110295 Total</b>		
SAFE-T-LITE	69-47-6300	\$ 97.92	110296	10/21/2016	2)30'X2" eye & eye flat sling
		<b>\$ 97.92</b>	<b>110296 Total</b>		
SJVAPCD	60-50-6675	\$ 38.00	110297	10/21/2016	16/17 Annual permit to operate gas convault @ WWTP



## AP Check Register October 21, 2016

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
		<b>\$ 38.00</b>	<b>110297 Total</b>		
SCM HEARTHSTONE, LLC	10-00-5825	\$ (132.51)	110298	10/21/2016	Storm water fee credits/Jul-Sept 2016
SCM HEARTHSTONE, LLC	42-00-2104	\$ 1,930.16	110298	10/21/2016	Storm water fee credits/Jul-Sept 2016
SCM HEARTHSTONE, LLC	42-36-6650	\$ 101.59	110298	10/21/2016	Storm water fee credits/Jul-Sept 2016
SCM HEARTHSTONE, LLC	64-00-2101	\$ 587.45	110298	10/21/2016	Storm water fee credits/Jul-Sept 2016
SCM HEARTHSTONE, LLC	64-56-6650	\$ 30.92	110298	10/21/2016	Storm water fee credits/Jul-Sept 2016
		<b>\$ 2,517.61</b>	<b>110298 Total</b>		
Shasta Elevator Company	10-07-6665	\$ 750.00	110299	10/21/2016	Preventative maintenance on wheel chair lift @ museum
		<b>\$ 750.00</b>	<b>110299 Total</b>		
Solar Integrated Fund III	60-50-6410	\$ 10,637.34	110300	10/21/2016	Solar production period 9-1-16 to 9-30-16 @ WWTP
		<b>\$ 10,637.34</b>	<b>110300 Total</b>		
Soundscapes Electric Security & Audio Video	10-07-6200	\$ 195.00	110301	10/21/2016	3 months alarm monitoring/Oct-Dec 2016
		<b>\$ 195.00</b>	<b>110301 Total</b>		
GORDON B. FORD	10-44-6680	\$ 737.26	110302	10/21/2016	Property tax for 2016-2017/W Mariposa
GORDON B. FORD	10-44-6680	\$ 737.26	110302	10/21/2016	Property tax for 2016-2017/648 W Mariposa
GORDON B. FORD	60-50-6680	\$ 5,829.28	110302	10/21/2016	Property tax for 2016-2017/Hills Ferry
GORDON B. FORD	60-50-6680	\$ 1,327.32	110302	10/21/2016	Property tax for 2016-2017/Hills Ferry
GORDON B. FORD	60-50-6680	\$ 6,509.54	110302	10/21/2016	Property tax for 2016-2017/Hills Ferry
GORDON B. FORD	69-47-6680	\$ 12.74	110302	10/21/2016	Property tax for 2016-2017/Sherman Parkway
		<b>\$ 15,153.40</b>	<b>110302 Total</b>		
Stanislaus County Auditor-Controller	10-00-2600	\$ 86,467.60	110303	10/21/2016	County impact fees payable Jul-Sept 2016
Stanislaus County Auditor-Controller	10-00-5310	\$ (864.68)	110303	10/21/2016	County impact fees payable retention/ Jul-Sept 2016
		<b>\$ 85,602.92</b>	<b>110303 Total</b>		
STAPLES ADVANTAGE	10-14-6300	\$ 51.93	110304	10/21/2016	Colored paper/letter opener
STAPLES ADVANTAGE	10-21-6300	\$ 11.40	110304	10/21/2016	30 magnetic cards inkjet
STAPLES ADVANTAGE	60-50-6300	\$ 51.94	110304	10/21/2016	Colored paper/letter opener
STAPLES ADVANTAGE	63-56-6300	\$ 51.94	110304	10/21/2016	Colored paper/letter opener
		<b>\$ 167.21</b>	<b>110304 Total</b>		
T.H.E. OFFICE CITY	10-14-6300	\$ 10.19	110305	10/21/2016	receipt books/post-it pop up notes
T.H.E. OFFICE CITY	10-45-6300	\$ 54.63	110305	10/21/2016	receipt books/post-it pop up notes
T.H.E. OFFICE CITY	60-50-6300	\$ 10.19	110305	10/21/2016	receipt books/post-it pop up notes
T.H.E. OFFICE CITY	63-56-6300	\$ 10.18	110305	10/21/2016	receipt books/post-it pop up notes
		<b>\$ 85.19</b>	<b>110305 Total</b>		
HAWKINS MITTIE	63-00-2010	\$ 26.24	110306	10/21/2016	Refund Check
		<b>\$ 26.24</b>	<b>110306 Total</b>		
CUMMINGS TERRY & JIM	63-00-2010	\$ 7.38	110307	10/21/2016	Refund Check
		<b>\$ 7.38</b>	<b>110307 Total</b>		
GONZALEZ MARIO CARDENAS & MAIRA P.	63-00-2010	\$ 27.85	110308	10/21/2016	Refund Check
		<b>\$ 27.85</b>	<b>110308 Total</b>		



## AP Check Register October 21, 2016

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
VILLANUEVA KIMBERLY	63-00-2010	\$ 107.06	110309	10/21/2016	Refund Check
		<b>\$ 107.06</b>	<b>110309 Total</b>		
Valley Tire Sales	10-21-6530	\$ 404.39	110310	10/21/2016	4 new tires
		<b>\$ 404.39</b>	<b>110310 Total</b>		
Vargas Chris	60-50-6150	\$ 200.00	110311	10/21/2016	Steel-toe boot reimbursement/Vargas
		<b>\$ 200.00</b>	<b>110311 Total</b>		
Warden's	10-14-6300	\$ 2.17	110312	10/21/2016	Counterfeit pen detector
Warden's	60-50-6300	\$ 2.17	110312	10/21/2016	Counterfeit pen detector
Warden's	63-56-6300	\$ 2.17	110312	10/21/2016	Counterfeit pen detector
		<b>\$ 6.51</b>	<b>110312 Total</b>		
MATTOS NEWSPAPERS, INC.	10-06-6600	\$ 80.00	110313	10/21/2016	Adoption of Ordinance amending Title 4
MATTOS NEWSPAPERS, INC.	10-14-6300	\$ 101.21	110313	10/21/2016	1000 applications for utility services
MATTOS NEWSPAPERS, INC.	10-21-6300	\$ 118.72	110313	10/21/2016	400 Code Violation door hangers
MATTOS NEWSPAPERS, INC.	10-21-6300	\$ 166.82	110313	10/21/2016	1000 printed envelopes/PD
MATTOS NEWSPAPERS, INC.	60-50-6300	\$ 101.21	110313	10/21/2016	1000 applications for utility services
MATTOS NEWSPAPERS, INC.	63-56-6300	\$ 101.20	110313	10/21/2016	1000 applications for utility services
		<b>\$ 669.16</b>	<b>110313 Total</b>		
YANCEY LUMBER COMPANY	10-01-6644	\$ 13.54	110314	10/21/2016	Halogen bulbs
YANCEY LUMBER COMPANY	10-07-6300	\$ 11.56	110314	10/21/2016	Caulk/mold&trim/lumber
YANCEY LUMBER COMPANY	10-21-6307	\$ 151.74	110314	10/21/2016	Dog food/K-9
YANCEY LUMBER COMPANY	10-21-6308	\$ 23.61	110314	10/21/2016	Kitty litter/cat food
YANCEY LUMBER COMPANY	10-22-6300	\$ 18.87	110314	10/21/2016	Mouse trap/pestchaser
YANCEY LUMBER COMPANY	10-33-6300	\$ 191.72	110314	10/21/2016	Carriage bolts/flat washer/lumber/clamp/markings roller/paint
YANCEY LUMBER COMPANY	10-44-6300	\$ 66.61	110314	10/21/2016	Elbow/wedge anchor/batteries/cablesaw cutter
YANCEY LUMBER COMPANY	10-45-6735	\$ 596.94	110314	10/21/2016	Spray gun/paint filter/field marking paint/airless spray tip
YANCEY LUMBER COMPANY	63-56-6300	\$ 226.77	110314	10/21/2016	Spray paint/Coupling/elbow/pvc pipe/valve box
YANCEY LUMBER COMPANY	69-47-6300	\$ 25.46	110314	10/21/2016	Lumber/concrete/back support belt
		<b>\$ 1,326.82</b>	<b>110314 Total</b>		
		<b>\$ 211,174.17</b>	<b>Grand Total</b>		



## ACH Register for Council October 31, 2016

Vendor	Account No	Invoice No.	Description	Amount	ACH Check
SJV01	SJVIA	10-00-2260	Health insurance premium/Nov 2016	\$ 15,384.50	TRUE
				\$ 15,384.50	<b>TRUE Total</b>
				\$ 15,384.50	<b>Grand Total</b>



## ACH Register #2 for Council November 07, 2016

Vendor	Account No	Invoice No.	Description	Amount	Check date	ACH Check
SJV01	10-00-2260	Nov-16	Additional health ins premium due/error in earlier transaction	\$ 783.29	11/7/2016	TRUE
				\$ 783.29		<b>TRUE Total</b>
				\$ 783.29		<b>Grand Total</b>



## AP Check Register November 04, 2016

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
Alvardo Jeanette	10-00-5724	\$ 45.00	110315	11/4/2016	Refund of youth basketball registration/Parkin
		<b>\$ 45.00</b>	<b>110315 Total</b>		
AT&T	10-07-6665	\$ 18.26	110316	11/4/2016	Landlines 9-13-16 to 10-12-16
AT&T	10-14-6420	\$ 6.43	110316	11/4/2016	Analog line @ city hall fire alarm 9-13-16 to 10-12-16
AT&T	10-14-6420	\$ 57.39	110316	11/4/2016	Landlines 9-13-16 to 10-12-16
AT&T	10-21-6420	\$ 208.47	110316	11/4/2016	Circuit line between here and Oakdale 9-20-16 to 10-19-16
AT&T	10-21-6420	\$ 20.35	110316	11/4/2016	Landlines 9-13-16 to 10-12-16
AT&T	60-50-6420	\$ 6.42	110316	11/4/2016	Analog line @ city hall fire alarm 9-13-16 to 10-12-16
AT&T	60-50-6420	\$ 19.80	110316	11/4/2016	Landlines 9-13-16 to 10-12-16
AT&T	63-56-6420	\$ 6.42	110316	11/4/2016	Analog line @ city hall fire alarm 9-13-16 to 10-12-16
AT&T	63-56-6420	\$ 55.98	110316	11/4/2016	Landlines 9-13-16 to 10-12-16
		<b>\$ 399.52</b>	<b>110316 Total</b>		
Bertolotti Newman Disposal, Inc	10-00-5080	\$ (11,650.11)	110317	11/4/2016	Monthly garbage contract service franchise fee/Oct 2016
Bertolotti Newman Disposal, Inc	10-00-5730	\$ 15,810.86	110317	11/4/2016	Monthly garbage contract service re-class fees/Oct 2016
Bertolotti Newman Disposal, Inc	10-00-5733	\$ (4,160.75)	110317	11/4/2016	Monthly garbage contract service street sweeping fee/Oct 2016
Bertolotti Newman Disposal, Inc	10-41-6200	\$ 62,411.29	110317	11/4/2016	Monthly garbage contract services/Oct 2016
		<b>\$ 62,411.29</b>	<b>110317 Total</b>		
B G AUTO	10-22-6530	\$ 217.92	110318	11/4/2016	2) 12 volt battery
B G AUTO	60-50-6530	\$ 11.30	110318	11/4/2016	Wiper blades
B G AUTO	63-56-6530	\$ 25.18	110318	11/4/2016	Wiper blades
B G AUTO	63-56-6530	\$ 6.23	110318	11/4/2016	Brake fluid
		<b>\$ 260.63</b>	<b>110318 Total</b>		
BJ's Consumers Choice Pest Control, Inc	10-07-6200	\$ 146.88	110319	11/4/2016	Pest control services/city hall/1162 Main St
BJ's Consumers Choice Pest Control, Inc	10-07-6200	\$ 51.88	110319	11/4/2016	Pest control services/Theater
BJ's Consumers Choice Pest Control, Inc	10-07-6200	\$ 7,851.00	110319	11/4/2016	Pest control services/city hall/1162 Main St
BJ's Consumers Choice Pest Control, Inc	10-07-6665	\$ 61.88	110319	11/4/2016	Pest control services/Museum
BJ's Consumers Choice Pest Control, Inc	10-21-6200	\$ 61.88	110319	11/4/2016	Pest control services/PD
BJ's Consumers Choice Pest Control, Inc	10-22-6200	\$ 61.87	110319	11/4/2016	Pest control services/fire dept
BJ's Consumers Choice Pest Control, Inc	10-44-6660	\$ 51.87	110319	11/4/2016	Pest control services/Mem Bldg
BJ's Consumers Choice Pest Control, Inc	10-44-6670	\$ 51.87	110319	11/4/2016	Pest control services/teen center
BJ's Consumers Choice Pest Control, Inc	63-56-6200	\$ 56.87	110319	11/4/2016	Pest control services/water tower office
		<b>\$ 8,396.00</b>	<b>110319 Total</b>		
Bohannon Insurance Group	10-00-2260	\$ 822.28	110320	11/4/2016	Insurance administration fee/Oct 2016
		<b>\$ 822.28</b>	<b>110320 Total</b>		
Canon Financial Services, Inc.	10-14-6200	\$ 106.06	110321	11/4/2016	Canon copier lease payment/Oct 2016
Canon Financial Services, Inc.	10-21-6200	\$ 196.96	110321	11/4/2016	Canon copier lease payment/Oct 2016
Canon Financial Services, Inc.	60-50-6200	\$ 86.70	110321	11/4/2016	Canon copier lease payment/Oct 2016
Canon Financial Services, Inc.	60-50-6200	\$ 106.06	110321	11/4/2016	Canon copier lease payment/Oct 2016



## AP Check Register November 04, 2016

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
Canon Financial Services, Inc.	63-56-6200	\$ 86.70	110321	11/4/2016	Canon copier lease payment/Oct 2016
Canon Financial Services, Inc.	63-56-6200	\$ 106.07	110321	11/4/2016	Canon copier lease payment/Oct 2016
		<b>\$ 688.55</b>	<b>110321 Total</b>		
Candea Nicholas	10-01-6690	\$ 46.17	110322	11/4/2016	Travel expense reimbursement/Candea
		<b>\$ 46.17</b>	<b>110322 Total</b>		
CARTER JEFF	68-68-7722	\$ 100.00	110323	11/4/2016	Parking lot rent/Nov 2016
		<b>\$ 100.00</b>	<b>110323 Total</b>		
Castaneda Stephanie	10-45-6735	\$ 165.00	110324	11/4/2016	Youth soccer referee/set-up
		<b>\$ 165.00</b>	<b>110324 Total</b>		
Castaneda Ubaldo	10-45-6735	\$ 165.00	110325	11/4/2016	Youth soccer referee/set-up/Castaneda
		<b>\$ 165.00</b>	<b>110325 Total</b>		
Central Calif Irrigation District	60-50-6200	\$ 137.70	110326	11/4/2016	FY 2015-2016 PMA Miller Ditch maintenance
		<b>\$ 137.70</b>	<b>110326 Total</b>		
CHICAGO TITLE CO.	73-70-6200	\$ 66.10	110327	11/4/2016	Title preparation/Merced recording fee/Merced E-Doc fee/2161 L
		<b>\$ 66.10</b>	<b>110327 Total</b>		
CODE PUBLISHING COMPANY	10-03-6265	\$ 1,391.00	110328	11/4/2016	Newman City Code electronic update
		<b>\$ 1,391.00</b>	<b>110328 Total</b>		
COELHO CARL J. (CHUCK)	10-22-6690	\$ 50.00	110329	11/4/2016	Fire stipend/Nove 2016
		<b>\$ 50.00</b>	<b>110329 Total</b>		
COMCAST CABLE	10-21-6200	\$ 150.81	110330	11/4/2016	Business internet service to Oakdale 10-21-16 to 11-20-16
COMCAST CABLE	10-21-6200	\$ 41.99	110330	11/4/2016	High speed internet/PD
COMCAST CABLE	60-50-6200	\$ 41.99	110330	11/4/2016	High speed internet/sewer
COMCAST CABLE	63-56-6200	\$ 42.01	110330	11/4/2016	High speed internet/water
		<b>\$ 276.80</b>	<b>110330 Total</b>		
DCS Testing & Equipment, Inc	10-22-6200	\$ 1,699.20	110331	11/4/2016	Tested all fire hoses according to NFPA 1962 standards
		<b>\$ 1,699.20</b>	<b>110331 Total</b>		
Delgado Noel	10-45-6735	\$ 220.00	110332	11/4/2016	Youth soccer referee/set-up/Delgado
		<b>\$ 220.00</b>	<b>110332 Total</b>		
Derek Sawyers Smart Energy	10-00-2620	\$ 1.00	110333	11/4/2016	Refund building permit fee/not in city limits/706 Orestimba Rd
Derek Sawyers Smart Energy	10-00-5310	\$ 71.25	110333	11/4/2016	Refund building permit fee/not in city limits/706 Orestimba Rd
		<b>\$ 72.25</b>	<b>110333 Total</b>		
Diaz Mary	10-00-5521	\$ 20.00	110334	11/4/2016	Refund Pioneer Park deposit/Diaz
		<b>\$ 20.00</b>	<b>110334 Total</b>		
E&M ELECTRIC, INC.	10-07-6200	\$ 798.04	110335	11/4/2016	Replaced ballasts and light bulbs @ City Hall walkway
E&M ELECTRIC, INC.	10-44-6660	\$ 482.88	110335	11/4/2016	Re-installation of exhaust fan motor @ Mem Bldg
E&M ELECTRIC, INC.	10-44-6660	\$ 420.00	110335	11/4/2016	Repairs to light pole #691
E&M ELECTRIC, INC.	69-47-6200	\$ 429.74	110335	11/4/2016	Repairs to street light pole 369
		<b>\$ 2,130.66</b>	<b>110335 Total</b>		



## AP Check Register November 04, 2016

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
Elizalde Martha	10-00-2841	\$ 300.00	110336	11/4/2016	Partial refund of Mem Bld deposit/early entry/Elizalde
Elizalde Martha	10-00-5510	\$ (150.00)	110336	11/4/2016	Partial refund of Mem Bld deposit/early entry/Elizalde
		<b>\$ 150.00</b>	<b>110336 Total</b>		
Escobar Isaiah	10-45-6735	\$ 143.00	110337	11/4/2016	Youth soccer referee/set-up/Escobar
		<b>\$ 143.00</b>	<b>110337 Total</b>		
Escatel Ivan	10-00-2841	\$ 80.00	110338	11/4/2016	Refund Sherman Park deposit/Ivan Escatel
		<b>\$ 80.00</b>	<b>110338 Total</b>		
Esparza Vincent Xavier	10-45-6735	\$ 82.50	110339	11/4/2016	Youth soccer referee/set-up/Esparza
		<b>\$ 82.50</b>	<b>110339 Total</b>		
Garcia Jared	10-45-6735	\$ 319.00	110340	11/4/2016	Youth soccer referee/set-up/Garcia
		<b>\$ 319.00</b>	<b>110340 Total</b>		
GEORGE W. LOWRY, INC	10-07-6500	\$ 82.72	110341	11/4/2016	386 gallons dyed diesel delivered to all well generators
GEORGE W. LOWRY, INC	62-60-6500	\$ 255.67	110341	11/4/2016	386 gallons dyed diesel delivered to all well generators
GEORGE W. LOWRY, INC	63-56-6500	\$ 629.14	110341	11/4/2016	386 gallons dyed diesel delivered to WWTP
		<b>\$ 967.53</b>	<b>110341 Total</b>		
Government Finance Officers Association	10-14-6635	\$ 190.00	110342	11/4/2016	Membership renewal 12-1-16 to 11-30-17
		<b>\$ 190.00</b>	<b>110342 Total</b>		
GRANDFLOW	10-14-6300	\$ 39.66	110343	11/4/2016	50 sheets 1099 Int/50 1099 Misc
GRANDFLOW	60-50-6300	\$ 39.66	110343	11/4/2016	50 sheets 1099 Int/50 1099 Misc
GRANDFLOW	63-56-6300	\$ 39.65	110343	11/4/2016	50 sheets 1099 Int/50 sheets 1099 Misc
		<b>\$ 118.97</b>	<b>110343 Total</b>		
GROVER LANDSCAPE, INC.	69-47-6200	\$ 9,090.00	110344	11/4/2016	Removed 14 Willow trees along Sherman Parkway
		<b>\$ 9,090.00</b>	<b>110344 Total</b>		
Guerrero's Tire and Auto Repair, LLC	60-50-6530	\$ 22.00	110345	11/4/2016	2 flat tire repairs/Polaris UTV
		<b>\$ 22.00</b>	<b>110345 Total</b>		
Guzman Enrique	10-45-6735	\$ 165.00	110346	11/4/2016	Youth soccer referee/clean-up/Guzman
		<b>\$ 165.00</b>	<b>110346 Total</b>		
HOWK SYSTEMS, INC.	62-60-6225	\$ 815.09	110347	11/4/2016	Replaced Transducer @ Canal School & Inyo
		<b>\$ 815.09</b>	<b>110347 Total</b>		
HUB INTERNATIONAL OF CA I	10-00-2845	\$ 66.12	110348	11/4/2016	Liability insurance premium/Oct 2016
		<b>\$ 66.12</b>	<b>110348 Total</b>		
Humphries Lewis	10-14-6300	\$ 21.95	110349	11/4/2016	Reimbursement for wireless headset/Humphries
		<b>\$ 21.95</b>	<b>110349 Total</b>		
IEH-JL Analytical	60-50-6200	\$ 144.00	110350	11/4/2016	Wastewater plant influent testing
		<b>\$ 144.00</b>	<b>110350 Total</b>		
IRRIGATION DESIGN & CONST	10-44-6300	\$ 31.89	110351	11/4/2016	PVC molded elbows/tee/bushings
IRRIGATION DESIGN & CONST	10-44-6300	\$ 58.86	110351	11/4/2016	PVC glue/primer/elbow/coupling/tee/bushing



## AP Check Register November 04, 2016

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
IRRIGATION DESIGN & CONST	60-50-6300	\$ 52.18	110351	11/4/2016	Tyvek coveralls
IRRIGATION DESIGN & CONST	62-60-6225	\$ 226.28	110351	11/4/2016	Solenoid kit for backflush valves
		<b>\$ 369.21</b>	<b>110351 Total</b>		
IWORQ SYSTEMS	10-06-6200	\$ 360.00	110352	11/4/2016	IworQ systems internet software and support 11-2016 to 10-2017
IWORQ SYSTEMS	10-21-6200	\$ 360.00	110352	11/4/2016	IworQ systems internet software and support 11-2016 to 10-2017
IWORQ SYSTEMS	10-33-6200	\$ 360.00	110352	11/4/2016	IworQ systems internet software and support 11-2016 to 10-2017
IWORQ SYSTEMS	60-50-6200	\$ 360.00	110352	11/4/2016	IworQ systems internet software and support 11-2016 to 10-2017
IWORQ SYSTEMS	63-56-6200	\$ 360.00	110352	11/4/2016	IworQ systems internet software and support 11-2016 to 10-2017
		<b>\$ 1,800.00</b>	<b>110352 Total</b>		
JOE'S LANDSCAPING & CONCR	10-44-6200	\$ 742.61	110353	11/4/2016	2-Day bobcat rental
JOE'S LANDSCAPING & CONCR	10-44-6200	\$ 1,875.90	110353	11/4/2016	7-Day rental of trencher
JOE'S LANDSCAPING & CONCR	24-32-7727	\$ 160.36	110353	11/4/2016	3/4 yard concrete
		<b>\$ 2,778.87</b>	<b>110353 Total</b>		
JORGENSEN & COMPANY	10-22-6200	\$ 173.38	110354	11/4/2016	Semi-annual ansul kitchen system service @ fire dept
		<b>\$ 173.38</b>	<b>110354 Total</b>		
KAISER PERMANENTE	10-00-2260	\$ 3,527.79	110355	11/4/2016	Health insurance premium/Dec 2016
		<b>\$ 3,527.79</b>	<b>110355 Total</b>		
Lamphier-Gregory, Inc	40-06-6245	\$ 2,231.30	110356	11/4/2016	Environmental review of the Area 3 Master Plan
		<b>\$ 2,231.30</b>	<b>110356 Total</b>		
LOPEZ EDGAR	10-00-2841	\$ 80.00	110357	11/4/2016	Refund of Sherman Park deposit/Rosie Lopez
		<b>\$ 80.00</b>	<b>110357 Total</b>		
Franco Joselin	10-45-6735	\$ 396.00	110358	11/4/2016	Youth soccer referee/set-up/Franco
		<b>\$ 396.00</b>	<b>110358 Total</b>		
Martinez, Il Armando	10-45-6735	\$ 275.00	110359	11/4/2016	Youth soccer referee/set-up/Martinez
		<b>\$ 275.00</b>	<b>110359 Total</b>		
NAPA Auto Parts of Los Banos	10-21-6530	\$ 32.24	110360	11/4/2016	Wiper blades
NAPA Auto Parts of Los Banos	10-21-6530	\$ 18.81	110360	11/4/2016	brush handle
NAPA Auto Parts of Los Banos	60-50-6530	\$ 164.21	110360	11/4/2016	Battery with core deposit
		<b>\$ 215.26</b>	<b>110360 Total</b>		
Nava Ignacio	10-45-6735	\$ 165.00	110361	11/4/2016	Youth soccer referee/set-up/Nava
		<b>\$ 165.00</b>	<b>110361 Total</b>		
Newman Lions Club	10-00-2841	\$ 20.00	110362	11/4/2016	Refund Pioneer Park deposit/Lions club
		<b>\$ 20.00</b>	<b>110362 Total</b>		
NEWMAN SMOG AND LUBE	10-21-6530	\$ 1,122.42	110363	11/4/2016	Rear brake rotors, pads/water pump/thermosat/10 Charger
NEWMAN SMOG AND LUBE	10-22-6530	\$ 45.56	110363	11/4/2016	Lube, oil and filter change/2011 Ford pickup
		<b>\$ 1,167.98</b>	<b>110363 Total</b>		
NEWMAN ACE HARDWARE/JACT,	10-07-6300	\$ 9.68	110364	11/4/2016	Batteries
NEWMAN ACE HARDWARE/JACT,	10-07-6665	\$ 17.18	110364	11/4/2016	Dual sprinkler
NEWMAN ACE HARDWARE/JACT,	10-21-6300	\$ 16.23	110364	11/4/2016	Goo gone/Lime out/numbers & letters



## AP Check Register November 04, 2016

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
NEWMAN ACE HARDWARE/JACT,	10-22-6300	\$ 11.13	110364	11/4/2016	Smoke alarm
NEWMAN ACE HARDWARE/JACT,	10-33-6300	\$ 124.61	110364	11/4/2016	Adhesive/baracade tape/scoop/blade/knee pad/misc fastners
NEWMAN ACE HARDWARE/JACT,	10-44-6300	\$ 518.14	110364	11/4/2016	Red paint/fuel can/couplings/elbows/popup sprinkler/primer
NEWMAN ACE HARDWARE/JACT,	10-44-6660	\$ 33.96	110364	11/4/2016	Putty knife/wire scratch brush/oven cleaner
NEWMAN ACE HARDWARE/JACT,	10-46-6300	\$ 15.25	110364	11/4/2016	Anchor/windshield wash/glass plus
NEWMAN ACE HARDWARE/JACT,	60-50-6300	\$ 4.84	110364	11/4/2016	Batteries
NEWMAN ACE HARDWARE/JACT,	63-56-6300	\$ 100.27	110364	11/4/2016	Screws/red spray/bleach/cable ties/key tags
NEWMAN ACE HARDWARE/JACT,	69-47-6300	\$ 152.78	110364	11/4/2016	Manure fork/dustpan/broom/shovel/qwik fix coupling
		<b>\$ 1,004.07</b>	<b>110364 Total</b>		
North Star Engineering Group, Inc	18-32-7739	\$ 150.00	110365	11/4/2016	Professional services/Inyo & Hwy 33/9-30-16
		<b>\$ 150.00</b>	<b>110365 Total</b>		
NORMAC, INC.	10-44-6300	\$ 113.01	110366	11/4/2016	Marlex street el
NORMAC, INC.	10-44-6300	\$ 63.99	110366	11/4/2016	Hunter rotator/tees
NORMAC, INC.	10-44-6300	\$ 185.92	110366	11/4/2016	PVC union/Teflon tape
		<b>\$ 362.92</b>	<b>110366 Total</b>		
Ojeda Victor	10-45-6735	\$ 154.00	110367	11/4/2016	Youth soccer referee/set-up/Ojeda
		<b>\$ 154.00</b>	<b>110367 Total</b>		
Orozco Anthony	10-45-6735	\$ 183.00	110368	11/4/2016	Youth soccer referee/set-up/Orozco
		<b>\$ 183.00</b>	<b>110368 Total</b>		
P G & E	10-07-6410	\$ 1,631.46	110369	11/4/2016	Gas and electric usage 9-15-16 to 10-13-16
P G & E	10-07-6665	\$ 80.63	110369	11/4/2016	Gas and electric usage 9-15-16 to 10-13-16
P G & E	10-22-6410	\$ 653.81	110369	11/4/2016	Gas and electric usage 9-15-16 to 10-13-16
P G & E	10-33-6410	\$ 5,162.43	110369	11/4/2016	Gas and electric usage 9-15-16 to 10-13-16
P G & E	10-44-6410	\$ 829.13	110369	11/4/2016	Gas and electric usage 9-15-16 to 10-13-16
P G & E	10-44-6660	\$ 278.07	110369	11/4/2016	Gas and electric usage 9-15-16 to 10-13-16
P G & E	10-44-6670	\$ 297.40	110369	11/4/2016	Gas and electric usage 9-15-16 to 10-13-16
P G & E	10-45-6410	\$ 304.67	110369	11/4/2016	Gas and electric usage 9-15-16 to 10-13-16
P G & E	10-46-6410	\$ 322.38	110369	11/4/2016	Gas and electric usage 9-15-16 to 10-13-16
P G & E	60-50-6410	\$ 5,497.56	110369	11/4/2016	Gas and electric usage 9-15-16 to 10-13-16
P G & E	62-60-6411	\$ 301.85	110369	11/4/2016	Gas and electric usage 9-15-16 to 10-13-16
P G & E	62-60-6412	\$ 1,150.15	110369	11/4/2016	Gas and electric usage 9-15-16 to 10-13-16
P G & E	63-56-6410	\$ 19,424.48	110369	11/4/2016	Gas and electric usage 9-15-16 to 10-13-16
P G & E	69-47-6410	\$ 3,670.87	110369	11/4/2016	Gas and electric usage 9-15-16 to 10-13-16
		<b>\$ 39,604.89</b>	<b>110369 Total</b>		
Rabobank	10-21-6120	\$ 237.50	110370	11/4/2016	Additl HSA deposit single to family/Fanucchi
Rabobank	60-50-6120	\$ 6.25	110370	11/4/2016	Additl HSA deposit single to family/Fanucchi
Rabobank	63-56-6120	\$ 6.25	110370	11/4/2016	Additl HSA deposit single to family/Fanucchi
		<b>\$ 250.00</b>	<b>110370 Total</b>		



## AP Check Register November 04, 2016

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
RALEY'S IN STORE CHARGE	10-06-6690	\$ 74.56	110371	11/4/2016	Supplies for Planning Director meeting
RALEY'S IN STORE CHARGE	10-14-6300	\$ 5.38	110371	11/4/2016	Coffee Mate/Spoons/foam cups
RALEY'S IN STORE CHARGE	10-46-6300	\$ 23.07	110371	11/4/2016	Coffee/cups/dish soap
RALEY'S IN STORE CHARGE	60-50-6300	\$ 5.38	110371	11/4/2016	Coffee Mate/Spoons/foam cups
RALEY'S IN STORE CHARGE	63-56-6300	\$ 5.38	110371	11/4/2016	Coffee Mate/Spoons/foam cups
		<b>\$ 113.77</b>	<b>110371 Total</b>		
RESERVE ACCOUNT	10-14-6330	\$ 166.66	110372	11/4/2016	Re-load postage meter
RESERVE ACCOUNT	60-50-6330	\$ 166.67	110372	11/4/2016	Re-load postage meter
RESERVE ACCOUNT	63-56-6330	\$ 166.67	110372	11/4/2016	Re-load postage meter
		<b>\$ 500.00</b>	<b>110372 Total</b>		
ROCHA BACKHOE SERVICE, IN	10-33-6300	\$ 142.50	110373	11/4/2016	13.15 tons concrete sand delivered
ROCHA BACKHOE SERVICE, IN	63-56-6300	\$ 142.50	110373	11/4/2016	13.15 tons concrete sand delivered
		<b>\$ 285.00</b>	<b>110373 Total</b>		
Ruiz Stephanie	10-00-2841	\$ 80.00	110374	11/4/2016	Refund of Sherman Park deposit/Ruiz
		<b>\$ 80.00</b>	<b>110374 Total</b>		
Sanchez Martin	10-45-6735	\$ 286.00	110375	11/4/2016	Youth soccer referee/set-up/Sanchez
		<b>\$ 286.00</b>	<b>110375 Total</b>		
Stanislaus County Dept of Environmental Resources	10-45-6200	\$ 587.00	110376	11/4/2016	Barrington snack bar inspection
Stanislaus County Dept of Environmental Resources	10-45-6200	\$ 587.00	110376	11/4/2016	Matterri field snack bar inspection
		<b>\$ 1,174.00</b>	<b>110376 Total</b>		
State of Calif Dept of Justice	10-00-2014	\$ 730.00	110377	11/4/2016	Fingerprint apps/FBI checks/child abuse index/Sept 2016
		<b>\$ 730.00</b>	<b>110377 Total</b>		
Stanislaus County Auditor-Controller	10-21-6510	\$ 7.87	110378	11/4/2016	Natural gas pumped @ Morgan road station
Stanislaus County Auditor-Controller	10-21-6510	\$ 6.37	110378	11/4/2016	Natural gas pumped @ Morgan road station
Stanislaus County Auditor-Controller	63-56-6530	\$ 329.91	110378	11/4/2016	Replaced battery on CNG Honda Civic
		<b>\$ 344.15</b>	<b>110378 Total</b>		
STOMAR EQUIPMENT	60-50-6200	\$ 2,420.00	110379	11/4/2016	Longreach excavating/removed sediment solids from pond
		<b>\$ 2,420.00</b>	<b>110379 Total</b>		
SWRCB Accounting Office	63-56-6200	\$ 2,836.89	110380	11/4/2016	Large water system fees for 7-1-15 to 6-30-16
SWRCB Accounting Office	63-56-6200	\$ 724.50	110380	11/4/2016	Water system enforcement fees 7-1-15 to 6-30-16
		<b>\$ 3,561.39</b>	<b>110380 Total</b>		
TEAMSTERS LOCAL UNION 948	10-00-2840	\$ 75.00	110381	11/4/2016	Refund of Memorial Bldg deposit/Teamsters #948
		<b>\$ 75.00</b>	<b>110381 Total</b>		
TelePacific Communications	10-14-6420	\$ 85.82	110382	11/4/2016	Telephone service 11-1-16 to 11-30-16/long distance Oct 2016
TelePacific Communications	10-21-6420	\$ 169.07	110382	11/4/2016	Telephone service 11-1-16 to 11-30-16/long distance Oct 2016
TelePacific Communications	10-45-6420	\$ 85.82	110382	11/4/2016	Telephone service 11-1-16 to 11-30-16/long distance Oct 2016
TelePacific Communications	60-50-6420	\$ 85.81	110382	11/4/2016	Telephone service 11-1-16 to 11-30-16/long distance Oct 2016
TelePacific Communications	63-56-6420	\$ 85.81	110382	11/4/2016	Telephone service 11-1-16 to 11-30-16/long distance Oct 2016
		<b>\$ 512.33</b>	<b>110382 Total</b>		



## AP Check Register November 04, 2016

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
T.H.E. OFFICE CITY	10-14-6300	\$ 9.40	110383	11/4/2016	Stamp pad/pen refills
T.H.E. OFFICE CITY	10-14-6300	\$ 56.41	110383	11/4/2016	5 cases copy paper
T.H.E. OFFICE CITY	60-50-6300	\$ 9.40	110383	11/4/2016	Stamp pad/pen refills
T.H.E. OFFICE CITY	60-50-6300	\$ 56.41	110383	11/4/2016	5 cases copy paper
T.H.E. OFFICE CITY	63-56-6300	\$ 9.41	110383	11/4/2016	Stamp pad/pen refills
T.H.E. OFFICE CITY	63-56-6300	\$ 56.42	110383	11/4/2016	5 cases copy paper
		<b>\$ 197.45</b>	<b>110383 Total</b>		
TOSTA BARBARA J.	10-45-6725	\$ 165.00	110384	11/4/2016	Young @ Heart instructor/Oct 2016
		<b>\$ 165.00</b>	<b>110384 Total</b>		
VAZQUEZ DAVID	63-00-2010	\$ 76.00	110385	11/4/2016	Refund Check
		<b>\$ 76.00</b>	<b>110385 Total</b>		
UNIVAR USA, INC	63-56-6300	\$ 669.73	110386	11/4/2016	230 gals sodium hypochlorite delivered well #8
UNIVAR USA, INC	63-56-6300	\$ 411.29	110386	11/4/2016	130 gals sodium hypochlorite delivered well #6
		<b>\$ 1,081.02</b>	<b>110386 Total</b>		
Valley Tire Sales	10-21-6530	\$ 770.99	110387	11/4/2016	4 new tires
		<b>\$ 770.99</b>	<b>110387 Total</b>		
VARGAS GEORGE	10-22-6690	\$ 50.00	110388	11/4/2016	Fire stipend/Nov 2016/Vargas
		<b>\$ 50.00</b>	<b>110388 Total</b>		
Verizon Wireless	10-21-6420	\$ 395.35	110389	11/4/2016	Mobile broadband service 9-19-16 to 10-18-16/PD
		<b>\$ 395.35</b>	<b>110389 Total</b>		
		<b>\$ 159,664.43</b>	<b>Grand Total</b>		



**MINUTES**  
**NEWMAN CITY COUNCIL**  
**REGULAR MEETING OCTOBER 11, 2016**  
**CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET**

1. **Call To Order** - Mayor Martina 7: 01 P.M.
2. **Pledge Of Allegiance.**
3. **Invocation** – Council Member Day.
4. **Roll Call - PRESENT:** Graham, Mayor Pro Tem Candea, Day And Mayor Martina.  
**ABSENT:** None.
5. **Declaration Of Conflicts Of Interest** - None.
6. **Ceremonial Matters** – None.
7. **Items from the Public - Non-Agenda Items.**

RoseLee Hurst, President Of The Women’s Fire Auxiliary, 1447 Q Street, Announced That The Women’s Fire Auxiliary And The Fire Department’s Annual Tri-Tip Dinner Would Be Held On October 22, 2016 And Mentioned That Tickets Were Already Available For Purchase.

Tom Kaps, Newman Library Branch Manager, 1305 Kern Street, , Thanked The Women’s Fire Auxiliary And The Fire Department For The Donated Coloring Books. Kaps Then Reviewed The Library’s October Programs.

Teresa Smith, 1313 Pointer Way, Publicized That The Fifty Plus Club Would Be Hosting A Lunch Boat Cruise In Stockton On October 25<sup>th</sup>. Smith Noted That The Cruise Would Be Open To The Public And That The Cost Is \$70 Per Person. She Noted That The Cost Included Transportation To And From Stockton, A Two Hour Delta Cruise And A Barbeque Lunch. Smith Noted That They Would Leave The City Plaza At 10:30 AM And Return To Newman At 3:30 PM. She Thanked City Staff For Answering Seniors Questions Regarding The Pool Measure. Smith Asked Why The Pool Was Designed To Be Four Feet Deep On The Shallow End Of The Pool.

City Manager Holland Noted That The Pool Designer Set That Depth To Allow For Free Swim And Competition Uses.

Teresa Smith, 1313 Pointer Way, Mentioned That Some of The Seniors Preferred That The Shallow End Be Three Feet Or Less.

Michael Oliveira, 1045 Lucille Avenue, Asked If The 50 Plus Would Be Allowed To Continue To Use The Louis J. Newman Memorial Center If They Did Not Support Measure “M”. Oliveira Stated That He Thought The City Had Spent \$100,000 Of Public Money To Place The Pool Measure On The Ballot. He Noted That Some Supporters Of The Measure Do Not Live In The City Of Newman. Oliveira Noted That Because Of Toni Butero’s Involvement With Measure “M”, He Thought The West Side Index Was Biased. Oliveira Indicated That Staff, The Council And Some Other People Have Influenced The Election And Crossed The Line In Doing So. He Concluded By Indicating That He Thought The Election Was Rigged And That He Is Only Opposed To Measure “M” Because Of The Cost Of The Pool.

Joanne Lamas, Field Representative For Senator Cannella, Thanked The City On Behalf Of The Senator For Their Support Of The Stanislaus Senior Awareness Day. She Noted That The Senior Awareness Day Was Held On September 21<sup>st</sup> And That It Was A Great Event.

Laroy McDonald, 224 Northampton Way, Noted That He Supports Measure "M" And That He Had Been Campaigning For Its Passage. McDonald Noted That The Majority Of The People He Has Spoken With Support The Measure. He Noted That The West Side Index Is Very Important To The Community. McDonald Concluded By Stating That He Hoped That People Considered What Is Best For The Community And Its Children.

## 8. Consent Calendar

- a. Waive All Readings Of Ordinances And Resolutions Except By Title.
- b. Approval Of Warrants.
- c. Approval Of Minutes Of The September 27, 2016 Meeting.
- d. Adopt Resolution No. 2016-64, A Resolution Of The City Council Of The City Of Newman Accepting The Capital Facilities Fees Annual Report.

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

## 9. Public Hearings

- a. Adopt Resolution No. 2016-65, A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.

Mayor Martina Opened The Public Hearing At 7:18 P.M.

There Being No Public Comment, Martina Closed The Public Hearing At 7:18 P.M.

**ACTION:** On Motion By Graham Seconded By Day, Resolution No. 2016-65, A Resolution Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4, Was Adopted By The Following Vote: AYES: Graham, Candea, Day And Mayor Martina; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

- b. Second Reading And Adoption Of Ordinance No. 2016-4, An Ordinance Amending Title 4 Building Regulations Of The Newman City Code Incorporating The California Code Of Regulations Title 24, 2016 Edition Of The California Building Standards Code And Authorizing Staff To Publish A Summary Of Said Ordinance.

Mayor Martina Opened The Public Hearing At 7:20 P.M.

Teresa Smith Noted That She Was Concerned About Provisions That Might Limit Repairs.

Chief Building Official Brinkman Stated That This Ordinance Would Not Limit Repairs.

There Being No Further Public Comment, Martina Closed The Public Hearing At 7:21 P.M.

**ACTION:** Ordinance No. 2016-4, An Ordinance Amending Title 4 Building Regulations Of The Newman City Code Incorporating The California Code Of Regulations Title 24, 2016 Edition Of The California Building Standards Code, Had Its Second Reading By Title Only. On A Motion By Day Seconded By Candea, Said Ordinance Was Adopted And Staff Was Authorized To Prepare And Publish A Summary Of The Ordinance By The Following Vote: AYES: Graham, Candea, Day And Mayor Martina; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

## **10. Regular Business**

- a. First Reading And Introduction Of Ordinance No. 2016- , An Ordinance Amending Title 7 Fire Regulations Of The Newman City Code And Incorporating The California Code Of Regulations Title 24, Part 9, 2016 Edition Of The California Fire Code.

**ACTION:** On Motion By Graham Seconded By Candea, Ordinance No. 2016- , An Ordinance Amending Title 7 Fire Regulations Of The Newman City Code And Incorporating The California Code Of Regulations Title 24, Part 9, 2016 Edition Of The California Fire Code, Was Introduced By Council Member Graham And Had Its First Reading By Title Only, By The Following Vote: AYES: Graham, Candea, Day And Mayor Martina; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

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

Supervisor DeMartini Reminded Everyone That The Biggest Loser Weigh Out Will Be In Gustine On October 26<sup>th</sup> At Henry Miller Park. DeMartini Mentioned That The County Has A History Of Helping With Cities' Projects Like The Turlock Sports Stadium And The Patterson Pool, And That The County Also Planned To Help Newman With Its Pool Effort. He Clarified That This Sort Of Monetary Assistance For City Projects Is Dependent Upon The Economy.

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

City Manager Holland Reminded Everyone That The Citywide Fall Cleanup Was Under Way And Would Continue Through October 15<sup>th</sup>. Holland Mentioned That There Would Be Upcoming Health Insurance Changes For Employees.

Chief Richardson Mentioned That Friday Night Would Be Homecoming For Orestimba High School And That There Would Be A Corresponding Homecoming Parade On Friday Afternoon.

City Planner Ocasio Provided An Update Regarding The Skate Plaza And Indicated Public Works Department Was In The Process Of Installing The Irrigation System. Ocasio Noted That The Contractor Desired To Be Finished By The End Of The Month. She Mentioned That The Contractor Is Waiting On The Delivery Of The Light Poles But Staff And The Contractor Have Been Working Around That Delay By Completing Other Work.

Chief Bowen Mentioned That He Still Had Five Openings For The Community CPR Class Scheduled To Be Held On October 29<sup>th</sup>. Bowen Noted That It Was Fire Prevention Week And That The Fire Department Would Be Presenting 800 Local Children With Fire A Prevention Message And Materials In Cooperation With The Women's Fire Auxiliary. He Reminded Everyone To Be Safe As They Start Using Heaters In Their Homes.

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

Council Member Graham Thanked Everyone Who Attended And Participated In The City Council Meeting.

Council Member Day Echoed Council Member Graham's Comments And Stated That It Was Nice To Have So Many Faces In The Audience.

Council Member Candea Thanked Everyone For Attending The City Council Meeting.

Mayor Martina Expressed His Support For The Orestimba High School Football Team.

**13. Adjournment.**

**ACTION:** On Motion By Candea Seconded By Day And Unanimously Carried, The Meeting Was Adjourned At 7:32 P.M.

**REPORT ON PUBLIC AGENCY COALITION ENTERPRISE AGREEMENT**

**RECOMMENDATION:**

It is recommended that the Newman City Council authorize the City Manager to sign the Joint Exercise of Powers Agreement for Public Agency Coalition Enterprise.

**BACKGROUND:**

For the previous three (3) years, the City has been a participating agency within the San Joaquin Valley Insurance Authority (SJVIA) with respect to health care insurance. Based upon some outstanding issues, a number of cities will be exiting SJVIA at the end of this calendar year. After reviewing the pros and cons of the SJVIA, other available groups, and options for purchasing insurance on the open market, the City has determine the best option for the City and its employees is to leave the SJVIA and enter into the Public Agency Coalition Enterprise (PACE) Joint Powers Authority (JPA).

**ANALYSIS:**

The City of Newman is considered a Small Group with respect to the acquisition of health care; which limits our options compared to organizations with over 100 employees. After comparing the rates and benefits for the existing programs versus the PACE program and other options through the open marker, staff has determine the best option for our employees would be to leave the SJVIA and join PACE.

Entering the PACE JPA requires the City to make a two-year commitment the program. Rates for the second year would be subject to program wide rate increase for all participating agencies. At the conclusion of the second year, the City would be eligible to exit the JPA would any terminal liability.

**FISCAL IMPACT:**

Fiscally neutral for the City. However, due to the City's hard cap on health care contributions, it is fiscally positive for many of our employees.

**CONCLUSION:**

After three (3) years of reasonable rates through the SJVIA, the City believes the time is appropriate to exit the current agreement and enter into the PACE JPA. The decision will result in a more affordable option for City employees for either comparable or better benefits. There, staff recommends the Council authorize the City Manager to enter into the Public Agency Coalition Enterprise Joint Powers Authority and executive the necessary agreements.

**ATTACHMENTS:**

1. Joint Exercise of Powers Agreement
2. Public Agency Coalition Enterprise By Laws
3. PACE Agreement and Acceptance form (Exhibit B)

Respectfully Submitted,



Michael E. Holland  
City Manager

**AMENDED AND RESTATED  
JOINT EXERCISE OF POWERS AGREEMENT**

**PUBLIC AGENCY COALITION ENTERPRISE**

**JOINT POWERS AUTHORITY**

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# JOINT EXERCISE OF POWERS AGREEMENT

## PUBLIC AGENCY COALITION ENTERPRISE

This Joint Exercise of Powers Agreement ("Agreement") is entered into pursuant to the provisions of title 1, Division 7, Chapter 5, Article 1 (Sections 6500, et seq.) of the California Government Code, for the purpose of operating an agency to be known as the Public Agency Coalition Enterprise which shall be organized and operated as a California joint powers authority ("JPA").

### WITNESSETH:

**WHEREAS**, it has been determined to be to the mutual benefit and in the best interests of the agencies who have signed this Agreement and those that may later sign onto this Agreement ("Signatories") to join together to establish a JPA to carry out the purposes and powers as later described herein; and

**WHEREAS**, it has been determined by the Signatories that there is a need to establish and operate a cooperative program for the purchase of insurance, creation and management of pooled self-insurance programs, and/or the implementation of appropriate risk management activities, and other related services and programs for insured and self-insured members ("Program"); and

**WHEREAS**, it has also been determined that such a Program is of value on an individual and mutual basis; and

**WHEREAS**, it has also been determined that the establishment of a Program can adequately meet the needs of the of Signatories; and

**WHEREAS**, Title 1, Division 7, Chapter 5, Article 1, of the California Government Code authorizes joint exercise by two or more public agencies of any power common to them; and

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC AGENCIES, each of the Signatories does agree as follows:

#### **1 CREATION OF THE JOINT POWERS AUTHORITY**

A JPA, separate and apart from each public agency that is a Signatory, shall be and is hereby created and shall hereafter be designated as the Public Agency Coalition Enterprise ("PACE").

## 2. PURPOSE AND POWERS

(a) PACE is established for the purpose of administering this Agreement, pursuant to the joint powers provisions of the California Government Code, and for taking all action necessary and appropriate for the establishment, operation and maintenance of the Program and to provide a forum for discussion, study, development and implementation of recommendations relating to the Program.

(b) The powers of PACE are:

(1) To establish a vehicle for the cost effective purchase of employee benefits insurance and/or such other insurance by and for the Members of PACE ("Members"),

(2) To establish such programs of and/or for self-insurance and/or risk pooling arrangements as the Board of Directors of PACE ("Board") shall deem appropriate.

(3) To facilitate the cost-effective purchase of third-party administration (TPA) and other services deemed appropriate by the Board for the Members.

(4) To take such actions and to enter into such contracts as may be necessary for to accomplish the purpose stated in this Section 2(b).

(5) To acquire, hold, and dispose of property, real and personal, all for the purpose of providing the creating and sustaining the Program including, but not limited to, the acquisition of such resources, facilities, equipment and personnel as may be necessary the Program.

(6) To incur debts, liabilities, and obligations necessary to accomplish the purposes of this Agreement.

(7) To receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, associations, and any governmental agency in furtherance of the Program.

(8) To invest surplus reserve funds as deemed appropriate by the Board and as required by law.

(9) To provide a forum for discussion, study, development, and implementation of recommendations of mutual interest regarding other joint programs.

(10) To sue and be sued in the name of PACE.

(11) To perform such other functions as may be necessary or appropriate to carry out this Agreement, so long as such other functions so performed are not prohibited by any provision of law.

(12) To exercise any power common to the Signatories, provided that the same are in furtherance of the functions and objectives of this Agreement as herein set forth. Pursuant to Section 6509 of the California Government Code, the exercise of the aforesaid powers of PACE shall be subject to the restrictions upon the manner of exercising such powers by a public agency having the same status as a member of a JPA except as otherwise provided in this Agreement.

#### **4. TERM OF THE AGREEMENT**

This Agreement shall become effective on August 6, 2014. With respect to organizations that have previously executed a Joint Exercise of Powers Agreement (JPA Agreement) with PACE, this amended and restated Agreement shall expressly supersede the prior JPA Agreement. This Agreement shall continue in effect until lawfully terminated as provided herein and in the Bylaws. In the event of a reorganization of one or more of the Signatories, the successor in interest or successors in interest to the obligations of any such reorganized Signatory may be substituted as a party or as parties to this Agreement.

#### **5. BYLAWS**

(a) PACE shall be governed pursuant to bylaws ("Bylaws"), approved and adopted by the Board and by such amendments to the Bylaws as may from time to time be adopted. Upon approval by the Board, a copy of the Bylaws and all subsequent amendments thereto, shall be attached to and incorporated into this Agreement as Exhibit A. PACE shall be operated pursuant to this Agreement and the Bylaws.

(b) Procedures for amending the Bylaws shall be as provided in the Bylaws so long as not inconsistent with this Agreement. Such amendments shall be binding upon all Members of PACE ("Members"). The effective date of any Bylaw amendment will be on the first day of the next month following adoption, unless otherwise stated.

#### **6. DESIGNATION OF PROGRAM MANAGER**

It is recognized that for PACE to develop and maintain a financially sound, cost-effective Program and to grow its membership, oversight of the Program must be provided by a party that has a demonstrated record of success in dealing with insurance and self-insurance programs of public agencies and in managing JPA's established for insurance-related purposes. To that end, it is agreed that Keenan & Associates shall be the Program Manager of PACE. Any decision to remove Keenan as the Program Manager shall be carried out in the manner provided in the Bylaws.

#### **7. MEMBERSHIP IN PACE**

(a) Each Signatory must be eligible for membership in PACE as defined in the Bylaws, and shall become a Member on the effective date of this Agreement or on the date that the Signatory becomes a party to this Agreement, whichever is later. Each public agency that becomes a Member shall be entitled to the rights and privileges of membership. By signing this Agreement each Signatory agrees to be subject to and bound by all terms and conditions of this Agreement and of the Bylaws.

(b) Upon approval the Executive Committee, any self-insured or fully insured California public agency or California JPA, may become a Member by executing a copy of this Agreement

(c) Each Member shall (i) pay its own insurance premiums for programs of commercial insurance purchased through PACE, (ii) make such contributions as the Board may deem necessary for any pooled self-insurance program established by PACE, (iii) maintain the minimum self-insured retention as may be set by the Board in conjunction with any insurance or self-insurance coverage arranged, established, or provided for by PACE, (iv) perform such other acts as are reasonably required by the Board in conjunction with the Program, and (v) with respect to self-insured Members securing TPA services through PACE, agree to the terms of the TPA services agreement.

**7. WITHDRAWAL FROM OR TERMINATION OF MEMBERSHIP**

(a) Any Signatory which has completed two complete years as a Member may voluntarily terminate this Agreement as to itself and withdraw from membership in PACE. Such termination and withdrawal of membership shall become effective subject and according to the conditions, manner and means set forth in the Bylaws.

(b) A Member may be involuntarily terminated from PACE as provided the Bylaws. Such removal from membership shall operate to terminate the Agreement as to such party, but shall have no effect on the continued operation of this Agreement with respect to other Signatories.

**8. TERMINATION OF PACE**

This Agreement and the JPA may be terminated effective at the end of any fiscal year by the affirmative vote of three-fourths (3/4) of the Members of PACE; provided, however, that PACE and this Agreement shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of PACE.

**9. DISPOSITION OF PROPERTY AND FUNDS**

(a) In the event of the dissolution of PACE, the complete recision, or other final termination of this Agreement by the Signatories then a party hereto, any property interest remaining in PACE following a discharge of all obligations shall be disposed of as provided for by the Bylaws.

(b) In the event a Signatory terminates its participation in this Agreement and membership in PACE, any property interest of that Signatory remaining in PACE following discharge of its obligations shall be disposed of as provided for by the Bylaws .

(c) The term "obligations," as referred to herein, shall include, but not be limited to, all payments required by law together with any other obligations incurred by PACE or a Signatory, as applicable, pursuant to this Agreement or the Program.

**10. AMENDMENTS**

This Agreement may be amended at any time in writing by agreement of by three-fourths (3/4) of the-current Signatories. Any such amendment shall be effective upon the date of final execution thereof, unless otherwise provided in the amendment.

**11. SEVERABILITY**

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

**12. LIABILITY**

(a) Pursuant to the provisions of Sections 895, et seq., of the California Government Code, the Signatories are jointly and severally liable upon any liability which is otherwise imposed by law upon any one of the Signatories or upon PACE for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement and the operation of the JPA.

If a Signatory is held liable upon any judgement for damages caused by such an act or omission and makes payments in excess of its pro rata share on such judgment, such Signatory is entitled to contribution from each of the other Signatories that were parties to the Agreement at the time of the

incident or action giving rise to the liability. A Signatory's pro rata share shall be determined in the same manner as for the disposition of property and funds as provided in the Agreement and the Bylaws.

(b) PACE may insure itself, to the extent deemed necessary or appropriate by the Board, against loss, liability, and claims arising out of or connected with this Agreement.

**13. ENFORCEMENT**

The Board is hereby given authority to enforce this Agreement. In the event suit is brought upon this Agreement by PACE and judgment is recovered against a Signatory, the Signatory shall pay all costs incurred by PACE, including reasonable attorney's fees as fixed by the court.

**14. EXECUTION**

Those public agencies who are the original Signatories to this Agreement shall be considered the founding Members of PACE. Each public agency that subsequently seeks to join PACE will be required to sign an "Agreement and Acceptance" form in substantially the same form as Exhibit B, the execution of which will cause the public agency to be deemed a Signatory of this Agreement

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth herein below.

**SIGNATORIES:**

Name of Agency: Town of Danville

Date: Sept. 4, 2014

By: Renae M. Thoenig

Title: PACE Board President

Name of Agency: City of Livingston

Date: Sept. 8 2014

By: Tom R. Ramirez

Name of Agency: Del Mar Union School District

Date: 9-14-14

By: Catherine Birds

Name of Agency: Municipal Services Authority

Date: September 16, 2014

By:  Digitally signed by RH Averett  
Date: 2014.09.16 16:42:40 -07'00'

**EXHIBIT A**

**Bylaws of PACE**

**[To be attached once approved by PACE Board of Directors]**

**AMENDED AND RESTATED BYLAWS  
PUBLIC AGENCY COALITION ENTERPRISE  
JOINT POWERS AUTHORITY**

**PREAMBLE**

The Public Agency Coalition Enterprise Joint Powers Authority ("PACE" or "JPA") is established for the purpose of the establishment, operation, and maintenance of a joint program for employee benefits coverage, and such other coverages and associated services as the Board may later determine, by its members ("Members"), and to provide a forum for discussion, study, development, and implementation of programs regarding employee benefits, insurance, and self-insurance. PACE shall comply with the provisions of Sections 6503.5 and 53051 of the Government Code requiring the filing of a statement with the Secretary of State.

**ARTICLE I  
BOARD OF DIRECTORS**

- A. A Board of Directors ("Board") is hereby established to direct and control PACE. The number of directors shall equal the number of Members. As additional Members are added, the number of directors shall be adjusted accordingly without need to amend these bylaws.
- B. Each Member of PACE shall appoint one of its employees to serve on the Board, and shall notify PACE in writing of the appointment. The Insurance Advisory Committee described in Article VIII ("IAC") shall also appoint one of its members to serve on the Board.
- C. Each Director shall serve an indefinite term which shall end upon the occurrence of any of the following events:
1. Written notice from the appointing Member that it has appointed a replacement for the director;
  2. The director ceases to be an employee of the appointing Member, or the IAC, if service as IAC representative;
  3. The director provides written notice of resignation; or
  4. The director is involuntarily removed from office by a majority vote of the Board.
- Any vacancy on the Board shall be filled by the Member that appointed the Director leaving the vacancy.
- D. The Board shall meet at least annually and at other times as special meetings are called. The date, time, and place for each such regular meeting shall be fixed by resolution of the Board of Directors, which resolution shall be publicly posted prior to the meeting on a public bulletin board to be designated by the Board and filed with each Member. All meetings of the Board of Directors shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, Sections 54950, et seq., of the California Government Code ("Act"), as from time to time amended, and in accordance with rules adopted by the Board, provided that such rules are not inconsistent with the Act. The Board shall cause minutes of its meetings to be kept, and shall promptly transmit to the Members true and correct copies of the minutes of such meetings.

- E. The Board, by resolution, shall designate a specific location at which it will receive notices, correspondence, and other communications, and shall designate one of its Members as an agent for the purpose of receiving service on behalf of PACE.
- F. Each Director shall have one vote and, unless otherwise provided under these Bylaws, the action of a majority of Directors at any meeting at which a quorum is present shall constitute the action of the Board. A quorum shall consist of a majority of Directors present at any regular or specially called meeting of the Board.
- G. In addition to those standing committees established by the Bylaws, the Board may appoint and dissolve working committees whose function shall be as designated by the Board. Working committees shall not have authority to act on behalf of the Board, but shall present information, offer input, and/or make suggestions and recommendations to the Board. Unless otherwise prohibited by law or these Bylaws, membership in a working committee is not restricted to Directors. Any employee of a Member may serve on a working committee, provided, however, that each working committee shall have at least one (1) member who is a Director. The President shall appoint the chair and all members of each working committee.
- H. No Director shall receive any compensation in exchange for service as a Director, provided, however, that the Directors shall be reimbursed, in accordance with policies to be adopted by the Board, for all legitimate expenses incurred in the performance of their duties.
- I. The JPA may secure insurance coverage for the Board of Directors.

**ARTICLE II  
POWERS OF THE BOARD OF DIRECTORS**

- A. The Board may establish rules governing its own conduct and procedure, and have such expressed or implied authority as is not inconsistent with, or contrary to, the laws of the State of California, these Bylaws, or the Joint Powers Agreement (“JPA Agreement.”)
- B. The Board of Directors shall directly or by contract take such action and provide for services required to effectively implement all aspects of this joint program.
- C. Unless otherwise prohibited by law or these Bylaws, the Board may delegate to the Executive Committee the authority to act on Behalf of the Board on any matter that is to be brought before the Board.
- D. The Board shall designate and engage a Program Manager to oversee the day-to-day activities of the JPA.

**ARTICLE III  
EXECUTIVE COMMITTEE**

- A. Once the Authority has reached seven (7) Members, the Board may, at its discretion, establish an Executive Committee. The size of the Executive Committee shall be as set by resolution of the Board. The Executive Committee shall be comprised of the PACE Officers and such other Directors as are elected by the Board. Until such time as the Executive Committee is established, the powers and duties of the Executive Committee as designated in these Bylaws shall be the responsibility of the full Board of Directors.
- B. The non-Officer members of the Executive Committee shall be elected by a majority vote of the Directors and shall serve a term ending on December 31 of odd numbered years. In the event of a vacancy on the Executive Committee, the vacancy shall be filled by the majority vote of the Executive Committee. Any individual elected to fill a vacancy shall serve for the remainder of the unexpired term.
- C. The Executive Committee may conduct regular, adjourned regular, special, and adjourned special meetings, provided, however, that it will hold at least two regular meetings each fiscal year. Such meetings may be held concurrent with PACE meetings. The date, time, and place for each such regular meeting shall be fixed by resolution of the Executive Committee, which resolution shall be publicly posted prior to the meeting on a public bulletin board to be designated by the Executive Committee and filed with each Member of PACE.

All meetings of the Executive Committee shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (Government Code Section 54950, et seq.) (“Brown Act”) of the California Government Code, as said Act may be modified by subsequent legislation, and as the same may be augmented by rules of the Executive Committee not inconsistent therewith.

- D. Except as otherwise provided or permitted by law, all meetings of the Executive Committee shall be open and public. The Executive Committee shall cause minutes of its meetings to be kept, and shall promptly transmit to the Members of PACE true and correct copies of the minutes of such meetings.
- E. Each member of the Executive Committee shall have one (1) vote and, unless otherwise provided in these bylaws, the action of a majority at any meeting at which a quorum is present shall constitute the action of the Executive Committee. A quorum shall consist of a majority of Directors present at any regular or specially called meeting of the Executive Committee.
- F. No individual shall receive any compensation in exchange for service on the Executive Committee, provided, however, that the members of the Executive Committee shall be reimbursed, in accordance with policies to be adopted by the Board, for all legitimate expenses incurred in the performance of their duties.

**ARTICLE IV  
POWERS OF THE EXECUTIVE COMMITTEE**

- A. The Executive Committee may establish rules governing its own conduct and procedure, and have such expressed or implied PACE as is not inconsistent with or contrary to the laws of the State of California, these Bylaws, the Agreement, or any rule, policy, procedure, action, or directive of the Board. The Executive Committee shall have no power to overrule or invalidate any action validly taken by the Board.
- B. The Executive Committee shall have the duty to act on behalf of the Board in between the meetings of the Board, but only as described in Part C below.
- C. The powers of the Executive Committee include:
  - 1. Appoint and dissolve working committees;
  - 2. Directly or by contract provide for services required to effectively implement all aspects of this joint program;
  - 3. Review, approve and/or terminate any contract to which PACE is a party, except that the JPA's contract with the Program Manager may only be approved or terminated by the full Board;
  - 4. Approve admission of new Members;
  - 5. Approve the health benefits insurance and insurance-related programs to be offered to the Members;
  - 6. Work with the Program Manager, as appropriate, to oversee PACE's insurance programs and day-to-day operations; and
  - 7. Any other power necessary to conduct the business of PACE unless such power is specifically reserved to the Board.

**ARTICLE V  
OFFICERS**

- A. The Officers of PACE shall be elected by the Board, and shall be the President, Vice President, and Secretary/Treasurer. Each officer shall serve a term ending on December 31 of even numbered years. Any person elected or appointed as an Officer may be removed at any time, with or without cause, by a majority vote of the Board. Any vacancy in an Officer position shall be filled by the Board.
- B. The President shall be the chief executive officer and shall have general supervision and direction of the business of PACE, shall see that all orders and resolutions of the Board are carried into effect, and shall have other powers and perform such other duties as may be prescribed from time to time by the Board. The President shall also be a Member of all working committees established by the Board or Executive Committee.
- C. The Vice President shall have such powers and perform such duties as may be prescribed from time to time by the Board or the President. In the absence or disability of the President, the Vice President shall be vested with all the powers and authorized to perform all the duties of the President.

- D. The Secretary/Treasurer shall have the following duties:
1. Attend all meetings of PACE and record all votes and the minutes of all meetings;
  2. Give, or cause to be given, notice of all meetings of PACE when notice is required by law or these Bylaws;
  3. Act as the chief financial officer of PACE and assume the following duties described in Sections 6505.1 and 6505.5 of the California Government Code:
    - i. Receive and receipt for all money of PACE and place it in a County Treasury and/or a commercial account as approved by PACE to the credit of PACE;
    - ii. Be responsible for the safekeeping and disbursement of all money of PACE; and
    - iii. Pay, when due, out of money of PACE, all legitimate and verifiable sums payable by PACE.
  4. Verify and report in writing on the first day of July, October, January, and April of each year, or as soon as possible thereafter, to PACE, the amount of money he holds for PACE, the amount of receipts since his last report, and the amount paid out since his last report.
  5. Act as Custodian of PACE property; and
  6. Perform such other duties as may be prescribed from time to time by law or by PACE or the President.

## **ARTICLE VI MEMBERSHIP**

- A. Membership in PACE is open to any commercially insured or self-insured California public agency. Membership shall be deemed to be effective when the prospective Member has:
1. Been approved by the Board or Executive Committee;
  2. Has executed the Agreement; and
  3. Agreed in writing to be bound by these Bylaws.
- B. For purposes of Section A above, “public agency” means any city, state, county, or local government or an agency of city, state, county, or local government, or other public entity or any joint powers authority comprised of any of the foregoing and serving the interests of the public entities detailed in this section.

## **ARTICLE VII PROGRAM MANAGER**

A Program Manager shall oversee the day-to-day operations and administrative functions of PACE. The Program Manager shall also act as PACE’s benefits consultant and insurance broker for the organization. Given its extensive experience as an insurance broker/consultant and in the management of pooled insurance programs and joint powers authorities, Keenan shall serve as PACE’s Program Manager. Keenan shall serve at the pleasure of the Board and may be removed as the Program Manager if such removal is authorized by unanimous consent of all Directors. The compensation of the Program Manager will be set each year by the Board. Members shall comply with any initiatives or programs implemented by the Program Manager on behalf of PACE,

including, but not limited to, the use of the BenefitBridge data platform to facilitate enrollment and the transmission of eligibility data.

## **ARTICLE VIII INSURANCE ADVISORY COMMITTEE**

- A. There shall be created an Insurance Advisory Committee (“IAC”) whose purpose shall be to advise and consult with the Board with respect to the interests and concerns of non-management employees of the Members. Each Member shall designate up to two (2) individuals from the organization to serve on the IAC. Individuals shall serve on the IAC at the pleasure of the appointing Member and any individual so serving may be removed and replaced by the appointing Member at any time for any reason.
- B. The IAC shall appoint two (2) members of the Committee to serve as Directors of the Authority. Except as expressly described in this Article VII, any individual representing the IAC on the Board of Directors shall have the same duties, responsibilities, and conditions of tenure as each other Director.
- C. The IAC shall select one individual to serve as its Chair. The Chair shall preside over all meetings of the IAC.
- D. The IAC shall function only in an advisory capacity and shall have no authority to take any action or make any decision on behalf of the Authority.
- E. All meetings of the IAC will be called, held and conducted in compliance with the provisions of the Brown Act.
- F. The IAC members shall not receive compensation for their service on the Committee. Expenses incurred by an IAC member at the direction or request of the Board shall be eligible for reimbursement only if approved in advance.
- G. The IAC shall meet at least once annually. Additional meetings may be convened upon request of the Chair or any IAC member, or at the request or direction of the Board.

## **ARTICLE IX WELLNESS INITIATIVES**

Each Member shall promote the health and well-being of its employees through participation in the wellness initiatives adopted by PACE. In furtherance of such initiatives, and to support a wellness program among its own employees, each Member shall:

- 1. Create a wellness leadership team representing management and labor, which meets monthly and assists with providing direction for the program design, implementation, and evaluation;
- 2. Establish an employee wellness committee to provide involvement of the workforce in program design and advocacy;

3. Conduct an audit of the wellness environment in the organization, and identify actions to be taken to support a culture of wellness;
4. Conduct an assessment of employee wellness needs, interests, and challenges;
5. Develop a multi-year wellness program blueprint – including mission, goals, and objectives – to provide an action plan for implementing and evaluating the program, and for sustaining the program to achieve a positive return on investment;
6. Create a wellness program branding;
7. Develop a strategy for engaging employees in the program, including an incentives program plan; and
8. Identify metrics for monitoring and evaluating the program’s progress and outcomes.

**ARTICLE X  
FINANCE**

- A. PACE shall operate on a fiscal year from January 1st through December 31st.
- B. No less than 120 days before the end of the fiscal year, the Executive Committee shall adopt an operating budget (“Operating Budget”) for the following fiscal year. A copy of the Operating Budget shall be transmitted to each of the Members.
- C. As necessary, an Operating Account shall be established and maintained by the Program Manager for any the monies that may be received by PACE. Funds from the Operating Account shall be used for the payment of the operating expenses of PACE.
- D. Each Member shall be responsible for the payment of its own insurance premiums.
- E. Each Member shall be responsible for a pro rata share of the fees of the Program Manager and such other expenses as may be authorized by the Board. The amount of each Member’s share shall be calculated on a per employee per month basis.

**ARTICLE XI  
INSURANCE COVERAGE AND OTHER SERVICES**

- A. The Program Manager shall, upon Board recommendation, solicit and obtain quotes from insurance carriers for presentation to the Board.
- B. The Board shall determine the carrier(s) and insurance options that will be made available to the Members.
- C. Coverage shall renew as of the first day of each fiscal year.

- D. Each commercially insured Member must purchase its benefits insurance coverage through the JPA. unless the selected carrier(s) refuses to offer a quote for such Member, in which case the Member may either elect to continue as a self-insured Member or be terminated from membership in PACE, pursuant to Article XII.
- E. Each member may select from the available commercial insurance coverage options in accordance with the guidelines set up by carrier(s) and/or the JPA. Once its options have been selected, a Member may not change its selected options for a period of 3 years, provided, however, that under extenuating circumstances a Member may request that this requirement be waived. Any Member requesting a waiver must present its request in writing to the Executive Committee explaining the circumstances and the reasons why the waiver should be granted. The Executive Committee shall have the sole authority to determine, in its absolute discretion, whether or not to grant the waiver. The decision of the Executive Committee shall be final.
- F. Each commercially insured Member will be responsible for the timely payment of its insurance premiums. Failure to pay premiums when due is grounds for termination of membership in the JPA.
- G. PACE will make available the third party administration (TPA) services to its self-insured Members. Self-insured TPA services will be provided by the PACE Program Manager. Members will be expected to utilize the services of TPA PACE's Program Manager unless an exception is granted in writing by the Board.
- H. Self-insured Members securing TPA services through PACE will have access to the pricing negotiated by the TPA and the applicable network.
- I. Self-insured Members will be required to accept the terms and conditions of the TPA service agreement entered into by PACE and the Program Manager.
- J. Each self-insured Member will be fully and solely responsible for the payment of its claims and will be responsible for funding a claims payment account for use by the TPA.
- K. Self-insured Members will be billed directly by the TPA for the TPA services and will be solely responsible for payment of the TPA fees.

**ARTICLE XII**  
**ACCOUNTS AND RECORDS**

- A. The Secretary/Treasurer is the designated depository of PACE funds in compliance with California Government Code 6505.5 and 6505.6.
- B. PACE is strictly accountable for all funds received and dispersed by it and, to that end, PACE shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of law or any resolution of PACE. Books and records of PACE in the hands of the Secretary/Treasurer shall be open to inspection at all reasonable times by representatives of the Members. As soon as practical after the close of

each fiscal year, PACE shall give, or cause to be given, a complete written report of all financial activities for such fiscal year to each Member.

- C. The Board of Directors shall make, or contract with a Certified Public Accountant to make, an annual audit of the accounts, records, and financial affairs of PACE. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the California Government Code and shall conform to generally accepted auditing standards and accounting principles. When such an audit of accounts and reports is made by a Certified Public Accountant, a report thereof shall be filed as a public record with each of the Members of PACE.

### **ARTICLE XIII TERMINATION OF MEMBERSHIP**

- A. Any Member who has been a member of PACE for at least two (2) years may terminate its membership and its participation in the Joint Powers Agreement by providing notice in the manner prescribed in Section B below. Termination will be effective as of the last day of the then-current fiscal year.
- B. Notice must be given at least 60 days before the end of the fiscal year. Notice must be in writing signed by the chief executive of the Member and submitted with a copy of a resolution of the Member's Board of Trustees authorizing the termination. If a Member submits notice of an intent to terminate, but subsequently decides to remain in PACE, the Member shall not be permitted to submit another termination notice for two years. The Board has the right to impose a termination fee upon any Member who fails to provide notice in the manner required by these Bylaws.
- C. Any Member withdrawing from PACE shall not be eligible to reapply for membership for a period of three (3) years.
- D. The terminating Member will not be eligible to renew any insurance coverage obtained through PACE at the rates available to PACE Members
- E. A Member may be involuntarily terminated from PACE upon a two-thirds (2/3) majority vote of the Executive Committee at any meeting at which a quorum is present.
- F. Grounds for involuntary termination include, but are not limited to, the following:
  - 1. Failure or refusal to abide by the Agreement or Bylaw, and/or any amendment thereto;
  - 2. Any action which in the opinion of the Board is contrary to best the interests, goals and/or objectives of PACE and its Members.
  - 3. Failure of a Member to disclose a material fact to PACE or its Program Manager which, in the opinion of the Board, constitutes fraud, misrepresentation or concealment for the purposes of obtaining coverage with PACE.
  - 4. Failure to qualify for any insurance coverage offered through PACE, if not continuing as a self-insured Member securing TPA services through PACE;
  - 5. Failure for more than 60 days to pay any of its share of the Program Manager's fees;

6. The cancellation of insurance obtained through PACE for non-payment of premiums, or
7. Failure for more than 60 days to make any payment due for TPA services secured through PACE.

Involuntary termination shall have the effect of eliminating the Member as a signatory to the Agreement and as a Member of PACE. Termination shall be effective upon such other date as the Board may specify, but in no case less than thirty (30) days after notice of involuntary termination is given. In the event that termination occurs before the last day of the fiscal year, any insurance obtained by the terminated Member through PACE shall continue until the first day of the month following the termination date.

#### **ARTICLE XIV DISPOSITION OF PROPERTY AND FUNDS**

In the event of the dissolution of PACE, the complete rescission, or other final termination of Joint Powers Agreement by all Members then a party to the Agreement, any property interest remaining in PACE following a discharge of all obligations shall be disposed of pursuant to a plan adopted by the Board of Directors with the objective of returning to each Member a pro rata share of the remaining interest. The pro rata share shall be determined by the length of time each entity has been a Member.

#### **ARTICLE XV INVESTMENT OF FUNDS**

- A. PACE shall have the power to invest or cause to be invested, in compliance with Section 6509.5 of the California Government Code, such funds as are not necessary for the immediate operation of PACE as allowed by Section 53601 of the California Government Code.
- B. The level of cash to be retained for the actual operation of PACE shall be determined by the Board.

#### **ARTICLE XVI AMENDMENT**

- A. Amendment to these Bylaws may be proposed by any Member of the Board.
- B. Except as otherwise provided in these Bylaws, amendments to these Bylaws must be adopted by a two-thirds (2/3) vote of all Directors. Any amendments duly adopted by the Board shall be binding upon all Members of PACE. Any amendment that would alter the rights of the Members or would fundamentally change the purpose of the JPA as established in the Preamble to these Bylaws, must be approved by the unanimous consent of all Directors. The effective date of any amendment will be on the first day of the next month following adoption, unless otherwise stated.

**ARTICLE XVII  
SEVERABILITY**

Should any portion, term, condition, or provision of these Bylaws be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

**ARTICLE XVIII  
EFFECTIVE DATE**

These Bylaws shall become effective immediately upon their adoption by the Board.

Approved: August 16, 2016

**EXHIBIT B**

**AGREEMENT AND ACCEPTANCE OF  
AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT**

**WHEREAS**, the undersigned public agency (“Agency”) seeks to become a member of the Public Agency Coalition Enterprise (“PACE”);

**WHEREAS**, the Board of Directors has approved the undersigned’s application for membership in PACE,

**NOW ,THEREFORE**, in consideration of being granted membership in PACE, the Agency hereby accepts and agrees that, as of the Effective Date noted below, it shall be bound by all terms and conditions of the Amended and Restated Joint Exercise of Powers Agreement attached hereto, as if the Agency had been an original signatory thereto.

\_\_\_\_\_

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTIONS ESTABLISHING A PROCEDURE FOR INDUSTRIAL DISABILITY RETIREMENT  
DETERMINATIONS AND DELEGATION OF AUTHORITY**

**RECOMMENDATION:**

1. Adopt Resolution No. 2016- , a resolution of the City Council of the City of Newman establishing a procedure for industrial disability retirement determinations of local safety officer employees of the Public Employees' Retirement System.
2. Adopt Resolution No. 2016 - , a resolution of the City Council of the City of Newman delegating authority to determine City employees' disability under Public Employees' Retirement Law.

**BACKGROUND:**

When a full-time employee of the City of Newman files for retirement under a disability, CalPERS requires the above two resolutions to be adopted by the City Council. These resolutions establish both a procedure for determining if a disability exists and delegates authority to the Mayor's office to review the documents related to the claim of disability and make a determination based on the information available.

**ANALYSIS:**

The first resolution above adopts the procedures under which we operate when an employee has filed for a disability retirement. This only needs to be adopted one time and not each time an employee files for disability retirement. Those procedures basically state that whatever the City Council determines after reviewing the evidence it will report those findings to CalPERS. It also provides procedures on how to proceed should there be a difference of opinion on the results between the City and the employee.

The second resolution delegates authority to the currently seated Mayor to determine whether an employee is disabled under Public Employee Retirement Law. The Mayor will then listen and review all records to make their determination of whether the employee is disabled under the Public Employees' Retirement Law and will then report back to the City Council, under resolution, his/her findings. Then City Council will adopt a resolution separate from the above two stating that they are in accordance.

**FISCAL IMPACT:**

There is no fiscal impact associated with adopting one or both resolutions.

**CONCLUSION:**

Staff recommends that the City Council adopt both resolutions.

**ATTACHMENTS:**

1. Resolution No. 2016- , a resolution establishing a procedure for industrial disability retirement determinations of local safety officer employees of the Public Employees' Retirement System
2. Resolution No. 2016 - , a resolution delegating authority to determine City employees' disability under Public Employees' Retirement Law

Respectfully submitted,



Lewis A. Humphries  
Finance Director

**REVIEWED/CONCUR**



Michael Holland  
City Manager

**RESOLUTION NO. 2016-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN ESTABLISHING A  
PROCEDURE FOR INDUSTRIAL DISABILITY RETIREMENT DETERMINATIONS OF  
LOCAL SAFETY OFFICER EMPLOYEES OF THE PUBLIC EMPLOYEES' RETIREMENT  
SYSTEM**

BE IT HEREBY RESOLVED by the City Council of the City of Newman that following the filing of an application for industrial disability retirement by a local Safety Officer under the California Public Employees' Retirement System the following procedures shall be employed:

1. An initial determination will be made by the City upon medical and other available evidence offered by either the applicant or the City to determine whether the applicant is incapacitated from the performance of duty. The determination shall be made within six months of the date of the receipt by the City from CalPERS unless this time requirement is waived in writing by the applicant. Said determination shall be made by (employer or other person such as risk manager, personnel director, etc.) designated by the (City Manager, City Council, Mayor, etc.).
  - a. If it is determined by the city that the applicant is incapacitated, and the incapacity is industrial, the city manager (or appropriate authority) will so certify to CalPERS.
  - b. If it is determined that the applicant is incapacitated but that the cause of incapacity is nonindustrial, the city manager (or appropriate authority) will so certify to CalPERS.
  - c. If it is determined that the applicant is incapacitated, but the applicant contends that the cause of disability is industrial, the applicant may petition the Workers' Compensation Appeals Board (WCAB) for a Finding of Fact determining causation. If the WCAB determines the cause of incapacity to be industrial, or nonindustrial, the City will so certify to CalPERS.
  - d. If the city determines that the applicant is not incapacitated from the performance of duty, it shall notify the applicant and CalPERS of this determination. The city shall notify the applicant by certified mail (return receipt requested) or by personal service of his/her right to appeal their decision and request a hearing within thirty calendar days of the notice.
  
2. If the applicant requests a hearing, the hearing shall be held in conformity with the Administrative Procedures Act. When an applicant requests a hearing, the city will notify CalPERS. The city will also notify the Office of Administrative Hearings and will request a hearing date and a prehearing conference with an Administrative Law Judge. The applicant will be informed that the hearing will be held at the time and place designated by the Office of Administrative Hearings which shall set a hearing date and prehearing conference.

The hearing shall be conducted before the (city manager, city council, personnel board, other designated fact finder, etc. as designated by ordinance) with the Administrative Law Judge acting as the presiding officer.

An administrative record shall be generated at the hearing pursuant to the Administrative Procedures Act. All testimony shall be recorded by a Certified Shorthand Reporter.

Following the hearing a decision and findings of fact will be made by (same as above, i.e., city manager, city council, personnel board, other designated fact finder, etc.). The decision and findings will be served on the applicant by certified mail and CalPERS will be notified.

OR

The hearing shall be conducted before the Administrative Law Judge alone.

An Administrative record shall be generated at the hearing pursuant to the Administrative Procedures Act. All testimony shall be recorded by a Certified Shorthand Reporter.

Following the hearing the Administrative Law Judge (ALJ) prepares a Proposed Decision. The decision will include a determination of issues, findings and summary of facts. The Proposed Decision will be reviewed by (same as above, i.e. city manager, city council, personnel board, other designated fact finder, etc.). The decision will be adopted by the city as its decision; or the city will reject the decision and make its own decision without hearing additional evidence; or the city will reject the ALJ decision based on additional evidence (additional hearing with ALJ to hear evidence). The decision and findings will be served on the applicant by certified mail and CalPERS will be notified. If applicant is found to be incapacitated the city shall so certify to CalPERS. If applicant is found not to be incapacitated the applicant will be further advised that he or she has thirty calendar days to see judicial review. Such review is by means of filing a Petition for Writ of Mandate, CalPERS will be notified.

If applicant is found to be incapacitated the city shall so certify to CalPERS. If applicant is found not to be incapacitated the applicant will be further advised that he or she has thirty calendar days to seek judicial review. Such review is by means of filing a Petition for Writ of Mandate in the Superior Court of Stanislaus County.

Upon receipt of notice that applicant has filed a Petition for Writ of Mandate in the Superior Court of Stanislaus County, or upon expiration of thirty calendar days where applicant has not filed a Petition of Writ of Mandate, CalPERS will be notified.

Upon receipt of Writ of Mandate in the Superior Court of Stanislaus County CalPERS will be notified.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 8<sup>th</sup> day of November, 2016 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:

\_\_\_\_\_  
Bob Martina, Mayor

ATTEST:

\_\_\_\_\_  
Mike Maier, City Clerk

**RESOLUTION NO. 2016-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWMAN DELEGATING  
AUTHORITY TO DETERMINE CITY EMPLOYEES' DISABILITY UNDER PUBLIC  
EMPLOYEES' RETIREMENT LAW**

WHEREAS, the City of Newman is a contracting agency of the California Public Employees' Retirement System; and

WHEREAS, the Public Employees' Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which he/she is classified as a local safety member is disabled for purposes of the Public Employee's Retirement Law and whether such disability is "industrial" within the meaning of such Law; and

WHEREAS, the City of Newman has determined upon legal advice that it may delegate authority under Government Code Section 21173 to make such determinations to the incumbent of the office/position of Mayor;

NOW, THEREFORE, BE IT RESOLVED that the City of Newman delegates and it does hereby delegate to the incumbent of the office/position of Mayor authority to make applications on behalf of the Agency pursuant to Government Code Section 21152 (c) for disability retirement of all employees and to initiate requests for reinstatement of such employees who are retired for disability;

BE IT FURTHER RESOLVED that the City of Newman delegates and it does hereby delegate to the incumbent of the office/position of Mayor authority to make determinations of disability as industrial and to certify such determinations and all other necessary information to the California Public Employees' Retirement System.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 8<sup>th</sup> day of November, 2016 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:

\_\_\_\_\_  
Bob Martina, Mayor

ATTEST:

\_\_\_\_\_  
Mike Maier, City Clerk

**REPORT ON NUISANCE ABATEMENT**

**RECOMMENDATION:**

Adopt Resolution No. 2016- , Declaring The Existence Of A Public Nuisance Under Ordinance No. 95-4.

**BACKGROUND:**

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

**ANALYSIS:**

This notice informs property owners of all nuisance abatement procedures, option and their right to object at a public hearing. It is anticipated that many property owners will comply with the abatement notices prior to the hearing date. A final compliance survey will be done on Monday, November 07, 2016. A list of properties that have not complied with the abatement notice will be handed out at the council meeting prior to the public hearing.

**FISCAL IMPACT:**

None

**CONCLUSION:**

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

**ATTACHMENTS:**

1. Resolution No. 2016- , a resolution declaring the existence of a public nuisance
2. Exhibit A – Abatement List

Respectfully submitted,



Randy Richardson  
Chief of Police

**REVIEWED/CONCUR:**



Michael Holland  
City Manager

**RESOLUTION NO. 2016-**

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

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

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

WHEREAS, said hearing was held on November 08, 2016, at 7:00 p.m., as in said notice provided; and,

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

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

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 8<sup>th</sup> day of November, 2016 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**  
Abatement list

- 1. 1523 Brookhaven Dr.**  
Overgrown shrub







**REPORT ON ORDINANCE AMENDING TITLE 7 FIRE REGULATIONS OF THE NEWMAN CITY CODE  
AND INCORPORATING THE CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 9, 2016 EDITION  
OF THE CALIFORNIA FIRE CODE**

**RECOMMENDATION:**

1. Conduct Public Hearing
2. Conduct Second Reading Of Ordinance No. 2016- , An Ordinance Amending Title 7 Fire Regulations Of The Newman City Code And Incorporating The California Code Of Regulations Title 24, Part 9, 2016 Edition Of The California Fire Code
3. Adopt Ordinance and authorize staff to publish a summary of said ordinance

**BACKGROUND:**

Title 7 of The Newman City Code (NCC), Fire Regulations, was last updated during the release of the 2007 edition of the California Fire Code (CFC). During that time, the regulations primarily amended the NCC to reflect necessary fire code changes. Since the CFC is on three (3) year revision cycles and has not been updated since 2007, Title 7 of the NCC (Fire Regulations) is outdated. On October 11, 2016, the City Council was presented with and subsequently held the first reading and introduction of this Ordinance.

**ANALYSIS:**

During staff's review of the current NCC Fire Regulations (i.e. Title 7), it was found that many references are out of date or missing, language is hard to follow, and some references are not necessary. As a result of said review and the 2016 Edition Of The California Fire Code, the following amendments are proposed:

- Chapter 07.01.010-Members-Appointments: The fire department organization was updated to include current and industry standardized positions.
- Chapter 07.01.020-Oath of Officer: Language was amended to remove gender specific orientations.
- Chapter 07.01.030-Fire Chief-Powers and Duties: Language was amended to meet current practices established for the fire department.
- Chapter 07.01.040-Obedience to Orders: Language was amended to represent current fire department structure.
- Chapter 07.01.050-Compensation of Department Members: Language was amended to remove gender specific orientations.
- Chapter 07.01.060-Badge of Officer: Language was amended to represent current positions and titles. Added language to allow long time members to purchase badge under discretion of City Manager.
- Chapter 07.01.070-Powers and Duties of Department: Language was amended to represent current department titles and positions. This language includes authority of powers for the ability of Fire Chief to arrest and carry a firearm. Language was amended to remove gender specific orientations.
- Chapter 07.01.080-Violations, Penalty: Language was amended to include infraction and administrative penalty.
- Chapter 07.02.020-Use of Water During Fire: Language was amended to represent current legal limits and penalties.
- Chapter 07.02.030-Codition of Premises, Fire Hazards: Language was amended to represent current fire department positions and titles.
- Chapter 07.03-Storage Regulations: Renamed title to better represent the contents of the chapter.
- Chapter 07.03.020-Storage Quantities Enumerated: Language was added to require approved or listed closed metal cans or tanks. Language was amended to also represent current fire department titles and positions.
- Chapter 07.03.030-Storage Tank Regulations: Language was amended to represent current fire department titles and positions.
- Chapter 07.03.040-Permit Required-Fee: Language was amended to represent current fire department titles and positions.
- Chapter 07.03.060-Enforcement: Language was amended to represent current fire department titles and positions.
- Chapter 07.03.070-Zoning: Chapter was added; moving language from chapter 07.05.030 of the 2007 NCC fire code.

- Chapter 07.04-Fire Zones: Removed from NCC due to the requirement of fire zones becoming obsolete.
- Chapter 07.05-Fire Code: Re-numbered as Chapter 07.04-Fire Code. Replacing the chapter on Fire Zones.
- Chapter 07.05.010-Adoption: Re-numbered as Chapter 07.04.010-Adoption. Language was amended to represent current fire code adoption including appendices.
- Chapter 07.05.020-Deletions: Re-numbered as Chapter 07.04.020-Deletions. Language was amended to represent current fire code adoption.
- Chapter 07.05.030-Amendments: Re-numbered as Chapter 07.04.030-Amendments. Language was amended to represent current fire code adoption and regulations with considerations for local climatic, topographical or geological conditions. Updated references to CFC sections and standards established throughout the county. Removed language for R Occupancy as the CFC requires fire sprinklers in residential occupancies. Removed language established for existing buildings and structures and adopted CFC-Chapter 11-Construction Requirements for Existing Buildings. Language was amended to represent current City zoning references. Amended Table and Figure to represent CFC requirements.
- Chapter 07.05.040-Violations: Removed from NCC, language is similar and appears in a different chapter; removed to reduce redundancy.

**FISCAL IMPACT:**

There is no fiscal impact to the City of Newman. However, via adoption of the proposed Ordinance, violations, permits, fees, and penalties for Code requirements will be established.

**CONCLUSION:**

The California Fire Code is on a three-year revision cycle and the City of Newman has local conditions that require adopting, amending, and deleting sections of the California Fire Code. It is in the best interest of the City to amend the current City Code to update the fire regulations established throughout. Staff has reviewed the California Fire Code to make necessary amendments and revisions to the Newman City Code. It is the recommendation of staff that the Newman City Council hold the Public Hearing, Conduct the Second Reading, adopt the proposed Ordinance and authorize staff to publish a summary of said ordinance.

**ATTACHMENTS:**

1. Attachment A – Ordinance No. 2016-

Respectfully submitted,



Keith Bowen  
Fire Chief

**REVIEWED/CONCUR**



Michael Holland  
City Manager

**ORDINANCE NO. 2016-**

**AN ORDINANCE AMENDING TITLE 7 FIRE REGULATIONS OF THE NEWMAN CITY CODE AND INCORPORATING THE CALIFORNIA CODE OF REGULATIONS TITLE 24, PART 9, 2016 EDITION OF THE CALIFORNIA FIRE CODE**

The City Council of the City of Newman does ordain as follows:

**Section 1.**

That Title 7 of the Newman City Code be amended as stated in Attachment "A", attached hereto and made a part hereof by this reference.

**Section 2.**

All other sections and provisions of Title 7 shall remain in full force and effect.

**Section 3.**

That a duly noticed public hearing was held by the City Council on November 8, 2016.

**Section 4.**

This Ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof shall be published at least once in the West Side Index, a newspaper of general circulation, published and circulated in the City of Newman and thenceforth and thereafter the same shall be in full force and effect.

Introduced at a regular meeting of the City Council of the City of Newman held on the 11<sup>th</sup> day of October, 2016 by Council Member Graham, and adopted at a regular meeting of said City Council held on the 8<sup>th</sup> day of November, 2016 by the following vote:

AYES:  
NOES:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

ATTACHMENT "A"

**Title 7  
FIRE REGULATIONS**

**Chapters:**

- 7.01 Fire Department**
- 7.02 Fire Regulations**
- 7.03 Explosives Storage Regulations**
- ~~**7.04 Fire Zones**~~
- 7.054 Fire Code**

**Chapter 7.01  
FIRE DEPARTMENT**

Sections:

- 7.01.010 Members – Appointments.
- 7.01.020 Oath of office.
- 7.01.030 Fire Chief – Powers and duties.
- 7.01.040 Obedience to orders.
- 7.01.050 Compensation of Department members.
- 7.01.060 Badge of officer.
- 7.01.070 Powers and duties of Department.
- 7.01.080 Violation, penalty.

**7.01.010 Members – Appointments.**

The Fire Department of the City shall consist of a Fire-Division Chief (*Fire Chief*), ~~a First and Second Assistant Fire Chief, and active firemen~~, and staffing as necessary to perform the duties as assigned; the department will maintain a ratio of firefighter to officers, which will be no more than 5:1; the recognized positions of the fire department shall consist of Fire Chief, Battalion Chief, Captain, Engineer, Firefighter; all of whom shall be appointed by the City Manager or Department Head, if designated, pursuant to the provisions of Chapter 1.06 NCC. (Ord. 2008-1, 2-12-2008; Ord. 77-10, 4-12-1977)

**7.01.020 Oath of office.**

The Fire Chief, ~~his assistants and all firemen~~, *fire officers, and firefighters* before entering upon the duties of their offices, shall take an oath or affirmation to well and truly perform the duties of the same. (Ord. 2008-1, 2-12-2008; Ord. 151, 11-13-1945)

**7.01.030 Fire Chief – Powers and duties.**

A. The powers and duties of the Fire Chief shall be as follows:

~~A 1.~~ In all cases of fire ~~the Fire Chief or designee~~ shall have control of all the members of the Fire Department and of all engines and apparatus belonging thereto or connected with the same, and he ~~or she~~ shall adopt such measures as ~~he shall~~ deem necessary for the effectual extinguishment of fires and for the prevention of their spreading.

~~B 2.~~ ~~He~~ *The Fire Chief* shall have the general charge of all the property of the City connected with the Fire Department and shall preserve and keep the same in complete repair and in the best order for immediate use.

~~C 3.~~ ~~He~~ *The Fire Chief* shall submit to the City Manager ~~at the end of each quarter, i.e., on or before the first meeting of the City Council following the close of each calendar quarter, as required, a full-~~

## ATTACHMENT "A"

~~and complete report of the activities of the Fire Department during the quarter. a complete report of the fire departments activities. Said report shall indicate the number, location, and condition of the hydrants; the condition of the fire apparatus and all property of the City in keeping of the Fire Department; and of all fires and with their cause of origin, thereof, if known; and the number and a description of the buildings destroyed, or injured damaged, and the estimated loss of the same; and the names of the firemen firefighters reporting to each fire and/or regularly called drills; and such other information as the City Manager may deem proper. or which the City Manager shall from time to time direct him to include in such report.~~

~~D 4. He~~ *The Fire Chief or delegate shall perform such other duties pertaining to his the office as may from time to time be prescribed by the City Manager.*

~~E 5. Whenever the Fire Chief shall be absent from the City or unable to attend to his the assigned duties, the First Assistant a qualified designee as assigned by the Fire Chief shall perform the duties of the Chief office. and in case of his absence, the Second Assistant shall perform said duties.~~ (Ord. 2008-1, 2-12-2008; Ord. 77-10, 4-12-1977)

### **7.01.040 Obedience to orders.**

It shall be unlawful for any member of the Fire Department to disobey any order or direction given by the Fire Chief or ~~either of the Assistant Chiefs~~ *their designee* at a drill, alarm of fire, or while on duty; ~~and they~~ *Such a member* may be dismissed by the Fire Chief from the Department for infraction of any duty or the rules thereof. (Ord. 2008-1, 2-12-2008; Ord. 151, 11-13-1945)

### **7.01.050 Compensation of Department members.**

The compensation of members of the Fire Department, with the exception of the Fire Chief, shall be an amount recommended by the Fire Chief and approved by the City Council at the time the budget for each fiscal year is approved by the City Council. The Fire Chief shall report to the City Council, at its last meeting in June each year, the amount of compensation due each member of the Department for that particular year, and thereupon warrants shall be drawn for the said amounts in favor of the Secretary of the said Department, who shall immediately distribute to each member the compensation due ~~him~~ *them*. (Ord. 2008-1, 2-12-2008)

### **7.01.060 Badge of officer.**

The City shall supply to the Fire Chief, ~~First Assistant Fire Chief, Second Assistant Fire Chief, Battalion Chiefs, Captains, Engineers, and each fireman~~ *firefighters*, upon assuming ~~his~~ *their* office, a suitable badge, indicative of ~~his~~ *their* membership and rank. Such badges shall remain the property of the City and shall be returned to the City upon ~~the member's retirement or~~ separation from the Department. *The City Manager or designee may consider allowing members that have met predetermined criteria, as set by department policy, to purchase their badge.* (Ord. 2008-1, 2-12-2008; Ord. 77-10, 4-12-1977)

### **7.01.070 Powers and duties of Department.**

A. Engage Aid of Residents. The Fire Chief or any ~~Assistant Chief~~ *Fire Officer*, or the Chief of Police, in case of fire, may command the service of any or all residents of the City to assist in extinguishing the

## ATTACHMENT "A"

same, and it shall be unlawful for any person to refuse to render reasonable assistance in extinguishing a fire when directed to do so by the Fire Chief, ~~an Assistant Chief~~ *Fire Officer*, or Chief of Police.

B. *Police Powers. Pursuant to the provisions of California Penal Code 836.5, the Fire Chief and Fire Officers are authorized to arrest without a warrant and issue a written notice to appear whenever any such person has reasonable cause to believe that the person to be arrested has committed a misdemeanor in his or her presence, which is a violation of NCC or a violation of any other ordinance or statute, which he or she has a duty to enforce. Every fireman firefighter, during the time of any fire, shall have the powers of a policeman police officer, and may, with or without complaint, arrest any disorderly person or any person attempting to steal any property. (Ord. 2008-1, 2-12-2008; Ord. 151, 11-13-1945)*

C. *Authority to carry firearms. Pursuant to the provisions of California Penal Code 830.37, the Fire Chief and such employees as he or she may designate, in writing with consultation from the Police Chief, are authorized to carry weapons when acting in the course and scope of their employment.*

### **7.01.080 Violation, penalty.**

Any person who violates any of the provisions of this ~~chapter~~ *title* shall be deemed guilty of a misdemeanor<sup>1</sup>, *infraction, or administrative penalty in the determination of the City Attorney.* (Ord. 2008-1, 2-12-2008; Ord. 77-5, 2-22-1977; Ord. 151, 11-13-1945)

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<sup>1</sup> See NCC 1.04.010.

## **Chapter 7.02 FIRE REGULATIONS**

Sections:

- 7.02.010 Storage of combustible materials.
- 7.02.020 Use of water during fire.
- 7.02.030 Condition of premises, fire hazards.

### **7.02.010 Storage of combustible materials.**

It shall be unlawful for any person to place, keep or maintain any stack of unbaled hay or straw or any pile or stack of other inflammable materials without being enclosed in a proper house or barn, within the fire limits of the City as set out under the Building Code of the City<sup>1</sup>. (Ord. 2008-1, 2-12-2008; Ord. 270, 1-21-1973; Ord. 69, 8-10-1915)

### **7.02.020 Use of water during fire.**

A. No person shall use or draw water from the mains or pipes of the City waterworks from the time an alarm of fire is given until the fire is extinguished, except for the purpose of extinguishing said fire, or for necessary household purposes. Nor shall any person drive or haul, or cause to be driven or hauled, any automobile, wagon or other vehicle or thing, over or upon any fire hose in use at any fire, or ride, drive or cause any horse or other animal or thing to be ridden or driven or moved over or upon said hose.

B. Any person ~~who violating~~ violates any provision of this section shall be deemed guilty of a ~~misdemeanor~~ *infraction, and shall be punished by a fine not to exceed \$500.00; unless punishable as a misdemeanor, and, upon conviction thereof, shall be punished by a fine not exceeding \$25.00 \$1000.00,*

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or by imprisonment in the ~~City County~~ jail not exceeding ~~25 days~~ *six (6) months*, or by both such fine and imprisonment. (Ord. 2008-1, 2-12-2008; Ord. 70, 9-28-1915)

**7.02.030 Condition of premises, fire hazards.**

As a protection against fire, all yards or vacant land on any premises in the City must be kept clean of all trash, rubbish, paper, paper boxes, excelsior or other highly inflammable materials of like character. All of said materials must be either promptly destroyed or removed at once; provided, however, that such a quantity of said materials as can be enclosed in a box or other receptacle and properly covered to the satisfaction of the ~~Chief Engineer~~ *authorized city fire official*, may remain on any premises for such time as the ~~Chief Engineer~~ *authorized city fire official* may permit. (Ord. 2008-1, 2-12-2008; Ord. 50, 11-29-1910)

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<sup>1</sup> See NCC 4.01.010.

**Chapter 7.03**  
**EXPLOSIVES STORAGE REGULATIONS**

Sections:

- 7.03.010 Liquids prohibited by storage temperatures.
- 7.03.020 Storage quantities enumerated.
- 7.03.030 Storage tank regulations.
- 7.03.040 Permit required – Fees.
- 7.03.050 Certain substances prohibited.
- 7.03.060 Enforcement.

**7.03.010 Liquids prohibited by storage temperatures.**

It shall be unlawful for any person or the agent or manager thereof to keep or store, or permit the keeping or storing, within the City limits any gasoline, benzine, naphtha or distillate, without regard to the degree of heat Fahrenheit or other test at which it will flash or emit an inflammable vapor, or any other product of petroleum or hydrocarbon liquid which will so flash or emit an inflammable vapor at a temperature lower than 110 degrees Fahrenheit, in any building or in any manner, except as hereinafter provided. (Ord. 2008-1, 2-12-2008)

**7.03.020 Storage quantities enumerated.**

A.4. ~~A~~ *The* quantity not exceeding one gallon of any of the liquids or articles mentioned in NCC 7.03.010 may be kept or stored inside the walls of any building in the City; provided, the same be kept or stored in closed cans, bottles or other vessels; provided, however, that this subsection shall not apply to public or private garages or to engine rooms where the aforesaid articles or liquids are kept or stored in the tanks of automobiles or gas engines; and provided further, that this subsection shall not apply to merchants dealing in said articles or liquids where the same are kept or stored in metal cans or tanks, as hereinafter provided.

*1.* Retail automobile filling stations, which term shall also include public garages selling gasoline at retail, shall be permitted to have maximum storage facilities for gasoline of 10,000 gallons, at any one location, providing the storage facilities shall comply with the requirements of subsection (A)(3) of this section, and that no single storage tank on said premises shall have a maximum storage capacity of over 6,000 gallons.

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2. In addition to the quantity of the articles or liquids mentioned in NCC 7.03.010, no more than five gallons of any such articles or liquids mentioned in said section shall be kept or stored on any one premises in the City, except as hereinafter provided, and the said additional five gallons or less must be kept or stored in *approved or listed* closed metal cans or tanks, outside the walls of any building.

3. Any of the articles or liquids mentioned in NCC 7.03.010 may be kept or stored in bulk in quantities of not more than 12,000 gallons on any one premises in addition to the quantity thereof mentioned in subsections (A)(1) and (2) of this section, if the same be kept or stored in tanks installed pursuant to rules and regulations as found in the California Fire Code and any Federal, State, County or Municipal Code, ordinance, law or regulation pertaining to storage of such substances.

4. In addition to the quantity of the article or liquid mentioned in NCC 7.03.010, hereinbefore permitted to be kept or stored within the walls of any building by the provisions of subsection (A)(2) of this section, merchants dealing in such articles or liquids may keep or store a quantity thereof, not exceeding 100 gallons, if the same be kept or stored in the original package, to be only disposed of in unbroken packages, said original packages to be kept or stored within the walls of a warehouse, hereinafter in subsection (B) of this section described and provided for, for the keeping or storing of ordinary commercial coal oil or kerosene.

B. The article or liquid known and described ordinarily in commerce as coal oil or kerosene may be kept or stored in metal tanks or in metal cans, properly closed, in quantities of not to exceed 500 gallons, on any one premises in the City, provided the same shall be kept or stored in a warehouse, which shall be properly closed and ventilated, and constructed of brick, stone, concrete or a combination of these materials, or, if the said warehouse is erected at least 30 feet from any other structure, it may be built of corrugated iron; in warehouses constructed of corrugated iron the floor shall be either earth or cement concrete. Said warehouse, of whatever material constructed, shall be provided with doors either of iron or wood covered with iron, and the roof shall be composed of some fire-resisting substance, and the said building shall in every respect be as nearly fireproof as possible, and be constructed to the satisfaction of the ~~Chief Engineer~~ *Fire Chief*, hereinafter mentioned.

~~C.1.~~ In that portion of the City lying west of the west line of N Street or its extension, no more than 15,000 gallons of the article or liquid commonly known as fuel oil shall be kept or stored on any one premises, and the same shall be kept or stored in tanks sunk in the ground, which shall be properly covered and vented so as to prevent ignition of the contents, to the satisfaction of the ~~Chief Engineer~~ *Fire Chief* of the Fire Department.

1. After the effective date of the ordinance codified in this chapter, no new tanks for the aforementioned purposes shall be constructed in that portion of the City abovementioned, except on the written permission of the City Council first had and obtained, which permission shall be signed by the Mayor and countersigned by the City Clerk and the ~~Chief Engineer~~ *Fire Chief*.

2. The article or liquid mentioned in the preceding subsection may be kept or stored in quantities of not more than 50,000 gallons on any one premises in that portion of the City which lies east of the east line of N Street or its extension, but the same must be so kept or stored in tanks sunk in the

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ground, which tanks must be constructed and maintained in a safe condition and to the satisfaction of the ~~Chief Engineer~~ *Fire Chief*. And after the effective date of the ordinance codified in this chapter no new tanks for the aforementioned purpose shall be constructed in that portion of the City, in this subsection mentioned, except on the written permission of the City Council first had and obtained, which permission shall be signed and countersigned as in the preceding subsection provided.

3. When such article of liquid commonly known as fuel oil is used as a fuel in stoves, furnaces or ovens in the City, the same shall be kept or stored and used from a tank not exceeding 200 gallons in capacity. Said tank shall not be placed nearer than 10 feet to any building or structure or any part thereof. The feed pipe from said tank to the burner shall not exceed one-fourth inch in diameter inside, and shall be fitted with an automatic control or shut-off at the burner, and a shut-off at or near the tank. Said tank may be installed either above or below ground in tanks installed pursuant to rules and regulations as found in the California Fire Code and any Federal, State, County or Municipal Code, ordinance, law or regulation pertaining to storage of such substances; providing, however, that no such fuel oil may be kept, stored or used for fuel as herein provided, until after the system, plant, device or apparatus has been inspected by the Fire Chief of the City, and a permit issued therefore by said Fire Chief. (Ord. 2008-1, 2-12-2008; Ord. 87-8, 7-14-1987; Ord. 156, 11-12-1946; Ord. 50, 11-29-1910)

### **7.03.030 Storage tank regulations.**

The storage tank, herein provided for, shall not be covered with earth until the same and its connections have been inspected by the ~~Chief Engineer~~ *Fire Chief*, who shall have the authority to condemn all work under this chapter, including the warehouse provided for herein, from whose order of condemnation the person aggrieved may appeal to the City Council, whose decision shall be final. (Ord. 2008-1, 2-12-2008)

### **7.03.040 Permit required – Fees.**

Upon the completion and inspection of work hereunder, the ~~Chief Engineer~~ *Fire Chief* shall issue a permit allowing the maintenance of the tank or other thing requiring his permission and sign the same and deliver it to the Chief of Police, who shall countersign the said permit and deliver the same to the person for whom it is intended, collecting the sum of \$1.00 as a fee for the same, which shall be paid to the City Treasurer as other moneys of the City are paid ~~by the Chief of Police~~. Upon the delivery of said permit, and not before, the permittee shall be authorized to do or maintain the thing named in said permit. (~~Ord. 2008-1, 2-12-2008~~) (Ord. 2008-1, 2-12-2008, Ord. 87-8, 7-14-1987; Ord. 156, 11-12-1946; Ord. 50, 11-29-1910)

### **7.03.050 Certain substances prohibited.**

No person or agent thereof shall keep, store or maintain dynamite, nitroglycerine or giant powder in any quantity within the City without the permission of the Council first being had and obtained; nor shall any person keep in any one building or place more than 100 pounds of ordinary commercial explosive powder, which said powder shall be kept only in a box which shall have on the outside the word "Powder" in large letters, painted thereon so the same can be easily seen, the said box to be provided with handholds or handles so that the same can be easily removed in case of danger. Nor shall any such person keep any quantity of phosphorus, unless the same be enclosed in glass jars, or metal cans, which must be filled with water and properly closed. (Ord. 2008-1, 2-12-2008)

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**7.03.060 Enforcement.**

It is made the duty of the ~~Chief Engineer~~ *Fire Chief* to enforce the provisions of this chapter, and for that purpose the *Fire Chief or fire official* shall have authority to enter upon any premises in the City, at any reasonable hour of the day, for the purpose of inspecting the same or any of the structures, tanks and appliances herein mentioned. (Ord. 2008-1, 2-12-2008; Ord. 50, 11-29-1910)

**7.03.070 Zoning.**

*The construction of new bulk plants for storage of flammable or combustible liquids is restricted to areas of the City of Newman zoned Heavy Industrial. All existing nonconforming bulk plants for storage of flammable or combustible liquids, which substantially comply with the requirements of this title or any chapter of the California Fire Code, and may be continued in use if the Chief grants a permit.*

**Chapter 7.04  
FIRE ZONES**

Sections:

~~7.04.010 Established and designated.~~

**7.04.010 Established and designated.**

A. All that portion of the City included in the:

~~C-N District or "Neighborhood Commercial District"~~

~~C-1 District or "Retail Business District"~~

~~C-2 District or "General and Service Commercial District"~~

~~C-8 District or "Highway Commercial District"~~

~~M District or "Industrial District"~~

~~I District or "Controlled Manufacturing District"~~

~~B. As said designations, locations and boundaries are delineated upon the map entitled zoning map for the City is established and declared as Fire Zone 2 of the City. All other lands and premises situated within the corporate limits of the City is established and declared as Fire Zone 3 of the City.~~

~~C. Provided, however, that any uses regularly permitted in the areas designated as Fire Zone 2, which may be permitted in Fire Zone 3, by reason of a regularly issued conditional use permit or variance, shall nevertheless be subject to the rules and regulations of Fire Zone 2. (Ord. 2008-1, 2-12-2008; Ord. 79-1, 12-26-1979)~~

**Chapter 7.05 04  
FIRE CODE**

Sections:

~~7.05 4.010 Adoption.~~

~~7.05 4.020 Deletions.~~

~~7.05 4.030 Amendments.~~

~~7.05 4.040 Violation.~~

**7.05 4.010 Adoption.**

That a certain document, ~~three a copies~~ *copy* of which are on file in the office of the Stanislaus County Fire Prevention Bureau, being marked and designated as the California Fire Code, ~~2007~~ *2016* Edition, including Appendix Chapters ~~4 and~~ *4*, Appendices A, B, *BB*, C, *CC*, D, E, F, G, *I*, K, and ~~H~~ *Division II*

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*Administration* as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Newman, in the State of California, regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City of Newman are hereby referred to, adopted, and made a part hereof, as if fully set out in this chapter, with the additions, insertions, deletions and changes, if any. (Ord. 2008-1, 2-12-2008)

### **7.05 4.020 Deletions.**

There are deleted from the 2016 California Fire Code the following Sections:

~~Appendix Chapter 1 Sections 105.6.15, 105.6.19 and 105.6.30, related to permits.~~ (Ord. 2008-1, 2-12-2008)

### **7.05 4.030 Amendments.**

The following sections of the California Fire Code, 2007 2016 Edition, are amended to read as follows:

*A. Title. Section 101.1 of the 2016 California Fire Code is hereby amended to read as follows:*

*1. These regulations shall be known as the Fire Code of the City of Newman, hereinafter referred to as "this code."*

~~*A B. Board of Appeals. Appeals.*~~ Section 108.1 of the 2007 2016 California Fire Code, ~~Appendix Chapter 1, Administration~~, is hereby amended to read as follows:

*1. Applicant may appeal the decision of the Chief to the City of Newman within thirty (30) days from the date of the decision being appealed whenever the Chief:*

*1 a. Disapproves an application for use of alternate materials, methods and/or types of construction,*

*2 b. Disapproves an application for permit or refuses to grant a permit applied for,*

*3 c. When it is claimed that the provisions of the code do not apply, or*

*4 d. That the true intent and meaning of the code have been misconstrued or wrongly interpreted.*

~~*B C. Compliance with Orders, Notices and Tags. Violations Penalties.*~~ Section ~~109.2.2~~ 109.4 of the 2007 2016 California Fire Code, ~~Appendix Chapter 1, Division II, Administration~~, is hereby amended to read as follows:

*1. Criminal Violations. It shall be unlawful for any person to violate any provision or to fail to comply with any of the requirements of this chapter title or any chapter of the California Fire Code. A violation of any of the provisions or failing to comply with any of the mandatory requirements of this chapter code shall constitute a misdemeanor; except that notwithstanding any other provision of this code, any such violation constituting a misdemeanor under this code may, in the discretion of the City of Newman Attorney, be charged and prosecuted as an infraction. Any person convicted of a*

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misdemeanor under the provisions of this chapter, unless provision is otherwise herein made, shall be punishable by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment in the county jail for a period of not more than six (6) months or by both fine and imprisonment. Any person convicted of an infraction under the provisions of this code, unless provision is otherwise herein made, shall be punishable by a fine only as follows: Upon a first conviction, by a fine of not exceeding two hundred fifty dollars (\$250.00) and for a second conviction or any subsequent conviction within a period of one year, by a fine of not exceeding five hundred dollars (\$500.00).

2. Each such person shall be charged with a separate offense for each and every day during any portion of which any violation of any provision of this code is committed, continued or permitted by such person and shall, upon conviction, be punished accordingly.

**C D.** Administrative Penalties. In addition to any other remedies set forth in this chapter, administrative penalties may be imposed against any person, as defined in ~~Section 109.3~~ *Section 109.4.1 Abatement of violation* of the California Fire Code, for violating any of the requirements set forth in this ~~chapter~~ *code*.

1. Any administrative penalties assessed shall be as follows:

~~1 a.~~ For violations of ~~this Code~~ *Section 5601.1.3 Fireworks*, possession, sale, use or discharge of dangerous fireworks, the administrative penalty shall be \$500.00 for each specific act found to be in violation of that section.

~~2 b.~~ For all *other* violations of this *title or any chapter of the California Fire Code* ~~chapter,~~ possession, sale, use or discharge of dangerous fireworks, the amount of the administrative penalty shall be \$100.00 for the first violation, \$200.00 for a second violation within any 12-month period and \$500.00 for any subsequent violations within any 12-month period.

**D E.** Fees.

1. Permit Fee. The Board of the City of Newman may, by resolution adopted from time to time, charge a fee for any permit issued pursuant to the Fire Code.

2. Plan Check Fee. When a plan is required to be submitted, the plan-checking fee shall be paid at the time of submitting plans and specifications for checking.

3. Where plans are incomplete, or changed so as to require an additional plan check, an additional plan-check fee shall be charged at a rate shown in a schedule setting forth fees as adopted from time to time by resolution of the City of Newman.

**E F.** Water Supplies and Fire Hydrants. ~~Section 508.5.1~~ *507.5.1, Where Required* of the ~~2007~~ *2016* California Fire Code is hereby amended to read as follows:

~~Required Water Supply for fire protection. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction. When any portion of the facility or building protected is in excess of 150 feet (45 720 mm) from a water supply on a public street, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains capable of supplying the required fire flow shall be provided when required by the chief.~~

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1. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 150 feet (45,720 mm) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

*a. Exception: For Group R-3 and Group U occupancies, equipped throughout with an approved automatic sprinkler system installed in accordance with section 903.3.1.1, 903.3.1.2, or 903.3.1.3, the distance requirement shall not be more than 500 feet (152,400 mm).*

2. Fire hydrants shall be located on the supply side of the fire suppression system check valve.

3. Fire hydrants shall be accessible to the Fire Department apparatus by roads meeting the requirements of Section 503.1 and Appendix D.

F G. Fire Extinguishing Systems, Chapter 9, is amended as follows:

1. Section 903.2.1.1 (A-1 Occupancy). Amend as follows:

~~1 a. The building fire area exceeds 5,000 square feet (465 m<sup>2</sup>).~~

2. Section 903.2.1.2 (A-2 Occupancy). Amend as follows:

~~1 a. The building fire area exceeds 5,000 square feet (465 m<sup>2</sup>).~~

3. Section 903.2.1.3 (A-3 Occupancy). Amend as follows:

~~1 a. The building fire area exceeds 5,000 square feet (465 m<sup>2</sup>).~~

4. Section 903.2.1.4 (A-4 Occupancy). Amend as follows:

~~1 a. The building fire area exceeds 5,000 square feet (465 m<sup>2</sup>).~~

5. Section ~~903.2.2~~ 903.2.3 (E Occupancy). Amend as follows:

~~1 a. The building exceeds~~ Throughout all Group E fire areas greater than 5,000 square feet (465 m<sup>2</sup>) in area.

6. Section ~~903.2.3~~ 903.2.4 (F-1 Occupancy). Amend as follows:

~~1 a. The building exceeds~~ A Group F-1 fire area exceeds 5,000 square feet (465 m<sup>2</sup>).

7. Section ~~903.2.6~~ 903.2.7 (M Occupancy). Amend as follows:

~~1 a. The building exceeds~~ A Group M fire area exceeds 5,000 square feet (465 m<sup>2</sup>).

~~8. Section 903.2.7 (R Occupancy). Amend as follows:~~

~~1. The building exceeds 5,000 square feet (465 m<sup>2</sup>).~~

~~2. All residential structures containing 5 or more dwelling units under a single roof.~~

~~3. For buildings and structures classified as R-3 occupancies, the square footage of the structures shall include garages and all other enclosed spaces under one roof. Garages that share at least one common wall, roof or attic with the dwelling shall be considered under the same roof as the dwelling and shall be provided with automatic fire sprinklers when required by this chapter.~~

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9. Section 903.2.7.1 (R Occupancy). Amend to read as follows:

~~Buildings 30 feet or 3 stories in height. An automatic fire sprinkler system shall be installed throughout buildings with a floor level that is located 30 feet (9.144 m) or more above the lowest level of fire department vehicle access or 3 or more stories in height.~~

10. Section 903.2.7.2 (R Occupancy). Add to read:

~~Cluster homes will be defined as a community of three or more buildings or structures over 120-square feet (11 m<sup>2</sup>) in area, with a single point of fire truck access, when the access is less than 30 feet (9 m) in width. Constructed of lightweight building materials spaced ten feet or less apart. The construction is Type 5, in which walls, beams, girders, trusses and roofs are made of dimensional lumber. They have narrow travel lanes separating each occupancy.~~

11. Section 903.2.7.3 (R Occupancy). Add to read:

~~Any building on plot sizes less than 5,000 square feet.~~

12 8. Section 903.2.8 903.2.9 (S-1 Occupancy). Amend as follows:

~~4 a. The building A Group S-1 fire area exceeds 5,000 square feet (465 m<sup>2</sup>).~~

13 9. Section 903.2.8.1 (Repair Garages). Amend as follows:

~~4 a. The building Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeds exceeding 5,000 square feet (465 m<sup>2</sup>).~~

14 10. Section 903.2.10.4 903.2.11 Specific buildings areas and hazards (B Occupancy). Add to read:

~~a. An automatic fire sprinkler system shall be installed throughout all buildings:~~

~~4 I. The building exceeds 5,000 square feet (465 m<sup>2</sup>).~~

15. Section 903.2.19 (U Occupancy). Amend as follows:

~~1. The building exceeds 5,000 square feet (465 m<sup>2</sup>).~~

~~b. EXCEPTION:~~

~~4 I. Non-residential buildings and unoccupied structures that are located in Agricultural zones and permitted by the Planning Department under Stanislaus County Code Section 21.20.020(A).~~

16. Section 903.2.18 (Existing Buildings and Structures).

~~903.2.18 Existing Buildings and Structures. An approved automatic fire sprinkler system shall be installed in all existing buildings and structures when additions, alterations, or repairs are made within any twelve month period that exceed fifty (50) percent of the total value (current county assessed valuation or valuation determined by a certified real estate appraiser) of an existing building or structure that exceeds five thousand (5,000) square feet (total floor area under roof) or which result in said building or structure exceeding five thousand (5,000) square feet (total floor area under roof).~~

~~EXCEPTION:~~

~~1. Non residential buildings and structures that are located in Agricultural zones and permitted by the Planning Department under Stanislaus County Code Section 21.20.020(A).~~

~~2. All buildings and structures classified as R-3 or U occupancies.~~

~~3. Each portion of an existing building or structure separated by one or more area separation walls, constructed in accordance with the current adopted edition of the Building Code, when each portion does not exceed five thousand (5,000) square feet.~~

~~4. Existing buildings or structures and their addition(s) are exempt from automatic sprinklers when the cost of the remodel of the existing building(s) or structure(s) is less than fifty (50) percent of the~~

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~~value (current county assessed valuation for improvements) of the buildings or structures, and sprinklers are permitted to be omitted from the addition(s), due to type of construction, use, or other special situations, by the California Fire Code or National Fire Protection Association Standard 13.~~

*11. Section 903.2.18 Group U private garages and carports accessory to Group R-3 occupancies, will have added Section 903.2.18.1 to read as follows:*

*a. For isolated buildings or groups of buildings meeting the ~~requirements~~ definition of ~~subsection 6 or 7~~ Miscellaneous Group U, in rural area where no water is available from a municipal water system, a fire sprinkler system meeting all of the following criteria shall be considered as an alternative to systems that are in full compliance with *sections 903.3.1.2 - 903.3.1.3* ~~the applicable NFPA Standard.~~*

~~1 I.~~ Sprinklers will be designed and installed per ~~the applicable NFPA Standards section 903.3.1.2 – 903.3.1.3.~~

~~2 II.~~ The required sprinkler demand (not including hose stream allowance) shall be provided by a hydro pneumatic tank for a minimum duration of 15 minutes. The tank may be pressurized by the domestic well pump and may serve both the fire supply and domestic supply for the building. The tank must have a capacity equal to or greater than the calculated sprinkler demand. Calculations shall be provided to determine the actual size of tank required for each project.

~~3 III.~~ A separate storage tank or other water source acceptable to the chief shall be provided to accommodate sprinkler and hose demand for an additional 30 minutes beyond the storage required in 8(b).

~~4 IIII.~~ An approved sprinkler system monitoring alarm as defined in section ~~4003.3.1 903.4.1~~ of the ~~Stanislaus County~~ California Fire Code shall be provided.

~~EXCEPTION: Buildings and structures classified as R-3 are exempt from the storage tank requirements of 8(c).~~

~~G H.~~ Fire Alarm Systems. Section ~~907.1.5 907.1.3~~ *Equipment* of the ~~2007~~ 2016 California Fire Code is hereby amended by adding the following:

*1. A certificate from Underwriters Laboratories (UL) shall be required on all commercial fire alarm systems installed after the effective date of this ordinance. UL certification is required to be maintained for commercial fire alarm systems throughout the life of the alarmed building.*

~~H I.~~ Open Burning, *Recreational Fires, and Portable Outdoor Fireplaces*. Section ~~307.1~~ *General* of the ~~2007~~ 2016 California Fire Code is hereby amended by adding the following:

*1. Open burning. No person shall kindle, conduct, or maintain any burning of grass, weeds, agricultural trimmings, or other combustibles or authorize any such fire to be kindled, conducted, or maintained without a permit as required by the San Joaquin Valley Unified Air Pollution Control District and compliance with all safeguards pursuant thereto. Any such permitted burning shall be restricted to agricultural purposes and confined to areas of the City of Newman in which agricultural uses are lawful.*

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~~I J.~~ Type of Lock or Latch for Premises Where Gold or Bullion is Traded (Note: Building Code). Section ~~4008.1~~ ~~1010.1.9.3~~ of the ~~2007~~ ~~2016~~ California Fire Code is amended to add ~~subsection 10~~ as follows:

~~1. Special Latching Devices.~~ An exit door from a business which has as its primary commercial activity the sale, resale, exchange, or trade of gold or silver coin, bullion, or metal ore may be equipped with a locking mechanism which is not able open from inside without the use of a key or which requires special knowledge or effort so long as all of the following conditions are met during all times that the business is open to the public:

~~1 a.~~ The locking mechanism is connected to a smoke detector system in such a manner that activation or malfunction of the smoke detector system results in automatically unlocking the exit door;

~~2 b.~~ The locking mechanism is connected to the electrical power supply for the building in such a manner that any loss of electrical power to the building results in automatically unlocking the exit door;

~~3 c.~~ Two (2) employees must be within the area of the premises used for retail purposes, including adjacent service and utility rooms, at all times; and

~~4 d.~~ A sign is permanently posted upon the premises so as to be readily seen by any person or persons entering the business stating that the management electronically controls ingress and egress.

~~J K.~~ False Alarms. Section ~~405.10~~ ~~908.8~~ of the ~~2007~~ ~~2016~~ California Fire Code is hereby ~~amended~~ ~~added~~ to read as follows:

~~1.~~ False alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted. The City of Newman may adopt by resolution reasonable fees to recover the costs associated with responses to buildings or structures that have excessive false alarms.

~~K L.~~ Hot Works. Section ~~2604.2.6~~ ~~3504.2.6~~ *Fire Extinguisher* of the ~~2007~~ ~~2016~~ California Fire Code is hereby amended to add the following:

~~When required by the Chief a minimum 2-A: 20B: C rated fire extinguisher shall be mounted to each portable welding cart.~~

~~1. Not less than one portable fire extinguisher complying with Section 906 and with a minimum 2-A:20-B:C rating shall be mounted to each portable welding cart or as required by the Fire Chief.~~

~~L M.~~ Fireworks. See Stanislaus County Code Chapter 9.84, Fireworks.

~~M.~~ Restricted Locations of Flammable and Combustible Liquids in Tanks. Section ~~3404.2.9.5.1~~ of the ~~2007~~ California Fire Code is hereby amended to read as follows:

~~Storage of Class I and II Liquids in aboveground tanks outside of buildings is prohibited, with the exception of protected tanks designed, installed and maintained in accordance with the 2007 California Fire Code. The provisions of this section shall not apply to facilities for the production, generation, or transmission of electric energy that provide power to entities furnishing retail electrical services to the general public within the City of Newman.~~

~~N.~~ Operating Heating, Lighting, and Cooking Appliances Prohibited. Section ~~3405.3.3~~ ~~5705.3.3~~ of the ~~2007~~ ~~2016~~ California Fire Code is hereby amended to include the following:

ATTACHMENT "A"

*1. Heating, lighting, and cooking appliances that utilize Class I, Class II, and III Liquids shall not be operated within a building or structure.*

*a. Exception: Operation in single-family dwellings.*

~~O. Location of Bulk Plants for Storage of Flammable and Combustible Liquids. Section 3406.4 of the 2007 California Fire Code is hereby amended to read as follows:~~

~~The construction of new bulk plants for storage of flammable or combustible liquids is restricted to areas of the City of Newman zoned Heavy Industrial Zones. All existing noneconforming bulk plants for storage of flammable or combustible liquids, which substantially comply with the requirements of this Code, may be continued in use if the Chief grants a permit.~~

~~P O. Transfer Operations. Section 3406.5.1.1 5706.6.2 Parking of the 2007 2016 California Fire Code is hereby amended by adding to the following:~~

~~1. Parking of tank vehicles shall be in accordance with sections 5706.6.2.1 through 5706.6.2.3. Tank vehicles and tank cars shall be unloaded as soon as possible after arrival at point of delivery and shall not be used as storage tanks. Unless otherwise approved, a tank car shall not be allowed to remain on a siding at the point of delivery for more than twenty-four (24) hours while connected for transfer operations.~~

~~Q P. Hazardous Materials Permits. Subsection 3 is added to Section 2701.5 of the 2007 California Fire Code Key Boxes. Section 506.1 Where Required of the 2016 California Fire Code is amended to read as follows:~~

~~Key Box. When required by the Chief, an approved key box, sized to contain emergency information, shall be provided.~~

~~1. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, an approved key box shall be installed in an approved location. The key box shall be of an approved type listed in accordance with UL 1037, and shall contain keys to gain necessary access as required by the Fire Chief.~~

~~R Q. Deposits of Hazardous Materials – Cleanup, Abatement, or Mitigation Required – Liability for Costs. Section 2703.3.1.4 5003.3.1.4 of the 2007 2016 California Fire Code is hereby amended to read as follows:~~

~~1. Responsibility for cleanup. The person, firm or corporation responsible for an unauthorized discharge shall institute and complete all actions necessary to remedy the effects of such unauthorized discharge, whether sudden or gradual, at no cost to the jurisdiction. When deemed necessary by the Chief, cleanup may be initiated by the Fire Department or by an authorized individual or firm. Costs associated with such cleanup shall be borne by the owner, operator or other person responsible for the unauthorized discharge. The remedy provided by this section shall be in addition to any other remedies provided by law.~~

~~2. For purposes of this section, costs incurred by the City of Newman shall include, but shall not necessarily be limited to, the following: actual labor costs of City of Newman personnel, including worker's compensation benefits, fringe benefits, administrative overhead; cost of equipment operation; cost of materials obtained directly by the City of Newman; and cost of any contract labor and materials. The authority to recover costs under this section shall not include actual fire suppression services that are normally or usually provided by the Fire Department.~~

ATTACHMENT "A"

§ R. General Safety Precautions. Section 312.2 *Posts* of the ~~2007~~ 2016 California Fire Code is hereby amended to read as follows:

1. Protection from vehicles: Guard posts or other approved means shall be provided to protect storage tanks and connected piping, valves and fittings; dispensing areas; and use areas subject to vehicular damage. When guard posts are installed, the posts shall be:

1 a. Constructed of steel not less than six (6) inches in diameter and concrete filled,

2 b. Spaced not more than four (4) feet between posts on center,

3 c. Set not less than three (3) feet deep in a concrete footing of not less than a fifteen (15) inch diameter,

4 d. Set with the top of the posts not less than three (3) feet above ground, and

5 e. Located not less than five (5) feet from the tank.

¶ S. Outside Storage and Use of Liquefied Petroleum Gases. Section ~~3804.2~~ 6104.3 *Container Location*, of the ~~2007~~ 2016 California Fire Code is amended *to add* as follows:

1. The outside storage of liquefied petroleum gas (LP-gas) shall conform to the provisions of ~~Stanislaus County~~ *City of Newman* zoning ordinances. The outside storage and use of liquefied petroleum gases is restricted as specified in this section.

1 a. Storage and dispensing of LP-gas for resale purposes, into approved containers and vehicles, is restricted to those areas of the ~~Stanislaus County~~ *City of Newman* zoned as Commercial-Light Industrial, Heavy Industrial, and, in addition thereto, to other commercially zoned properties used as automotive service stations. Only qualified persons shall perform dispensing.

2 b. Dispensing of LP-gas for private use is restricted to those zones identified *above* in subsection S:1, and when approved by the Chief, may be permitted in those areas of the ~~Stanislaus County~~ *City of Newman* zoned ~~designated~~ *General* Commercial. Only qualified persons shall perform dispensing.

3 c. For cooking, lighting, or heating in a building, only on a property that does not have natural gas service existing on a boundary line of said property or when prohibition of such storage would cause undue hardship.

4 d. For temporary use on construction sites, when authorized by the Chief.

5 e. For use as an alternative fuel supply for an emergency standby generator, when authorized by the Chief.

6 f. For use with certain mobile vending and certain commercial barbecue equipment and other specific uses when authorized by the Chief.

7 g. For use by Artisans in pursuit of their trade, when authorized by the Chief.

8 h. Storage of portable containers awaiting exchange may be permitted in commercially zoned areas of the ~~Stanislaus County~~ *City of Newman*, ~~including those zoned Neighborhood~~

ATTACHMENT "A"

~~Commercial~~, when approved by the Chief and stored in accordance with Section ~~6109 3809~~. ~~Such storage shall be located a minimum of twenty (20) feet from any fuel dispenser.~~

9 i. Containers that exceed 2,000 gallons shall comply with procedure FPB 82-01.

U T. Permits and Plans for Liquefied Petroleum Gases. Section ~~3801.2 6101.2~~ of the ~~2007 2016~~ California Fire Code is hereby amended to read as follows:

1. Permits. Permits shall be required as set forth in ~~Appendix Chapter 1, Sections 105.6 and 105.7 sections 105.6 and 105.7.~~

2. *Distributor shall not fill an LP-Gas container for which a permit is required unless the fire code official has issued a permit for installation for that location.*

a. EXCEPTION:

1 I. Containers not exceeding five (5) gallon water capacity, used for "barbecue" cooking, when used and stored outside of buildings.

2 II. Approved containers not exceeding sixteen and four-tenths (16.4) ounces when displayed for sale in mercantile occupancies.

3 III. Factory installed containers for recreational vehicles not exceeding ten (10) gallon water capacity.

4 ~~III. Factory installed tanks that are permanently attached to recreational vehicles. Distributors shall not fill an LP-gas container for which a permit is required unless the fire-code official has issued a permit for installation for that location.~~

V U. Supervision and Communication System. Section 907.2.1.4 of the ~~2007 2016~~ California Fire Code is hereby added to read as follows:

1. Supervision. Places of assembly shall be under the constant supervision of a competent adult on the premises during the time that the premises are open to the public.

2. Communications. When required by the chief, places of assembly shall be provided with a method for notifying the fire department in the event of an emergency. Such method can consist of a telephone, an alarm system connected to the fire department or other approved agency, or other approved means. Methods of notifying the fire department shall be readily available to the public.

W V. Powered Industrial Truck Operation. Section 309.7 of the ~~2007 2016~~ California Fire Code is hereby ~~added amended~~ to read as follows:

1. Powered Industrial trucks shall be listed and labeled for use in the environment intended and shall be in accordance with nationally recognized standards.

X W. Maintenance of Protected Aboveground Tanks. Section ~~3404.2.7.3.5.4 5704.2.9.11~~ of the ~~2007 2016~~ California Fire Code is hereby added to read as follows:

1. Protected aboveground tanks and connected piping shall be maintained in a safe operating condition. Protected aboveground tanks shall be maintained in accordance with their listings. Damage

ATTACHMENT "A"

to protected aboveground tanks shall be repaired using material having equal or greater strength and fire resistance or the protected aboveground tank shall be replaced or taken out of service.

¶ X. Fire Apparatus Access Roads (Appendix D).

1. Appendix D. Table D103.4 is amended as follows:

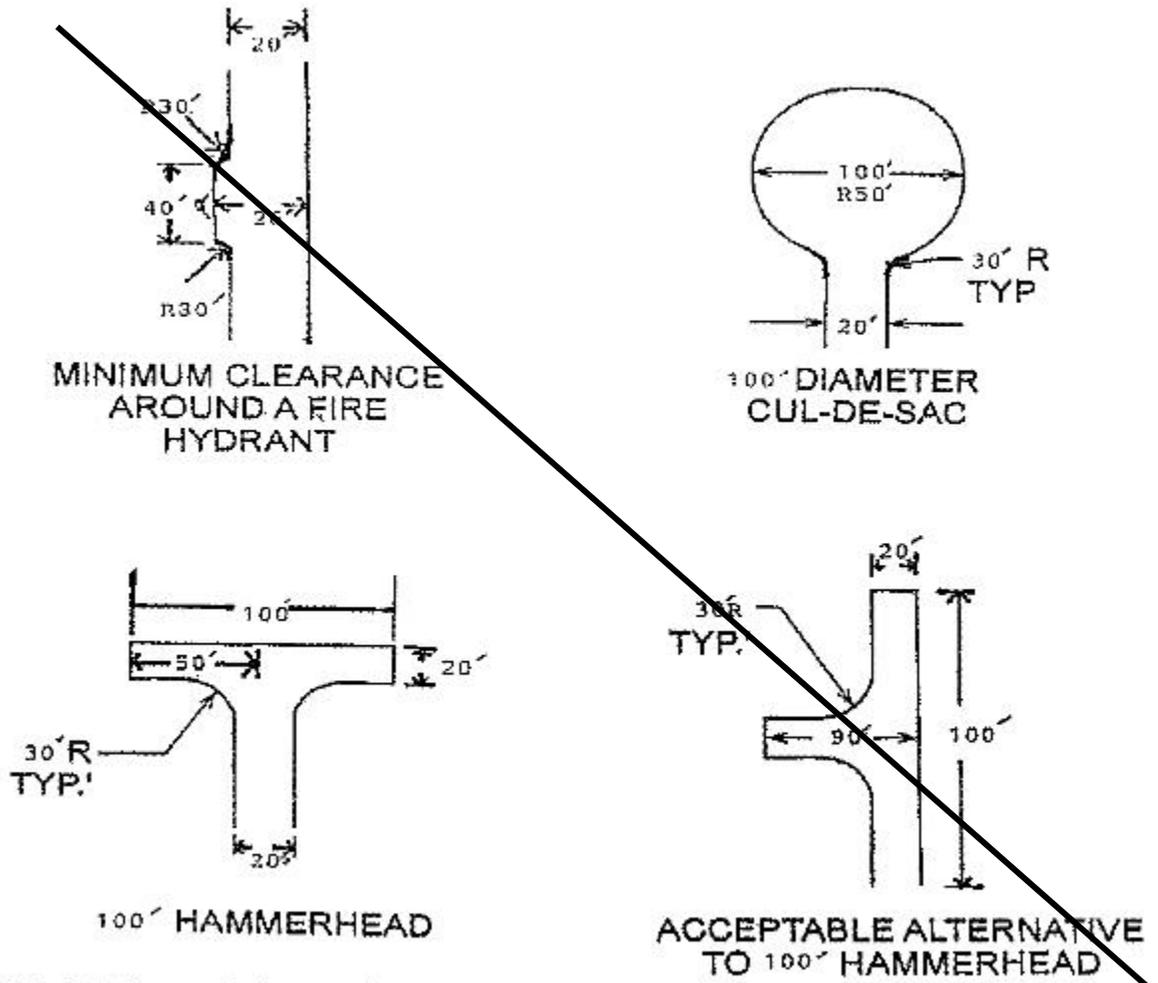
**Requirements for Dead-End Fire Apparatus  
Access Roads**

<b>Length (feet)</b>	<b>Width (feet)</b>	<b>Turnarounds Required</b>
0 – 150	20	None Required
151 – 500	20	<del>100</del> 120-foot hammerhead, 60-foot "Y" or 100-foot cul-de-sac <i>in accordance with Figure D103.1</i>
501 – 750	26	<del>100</del> 120-foot hammerhead, 60-foot "Y" or 100-foot cul-de-sac <i>in accordance with Figure D103.1</i>
Over 750	Special Approval Required	

ATTACHMENT "A"

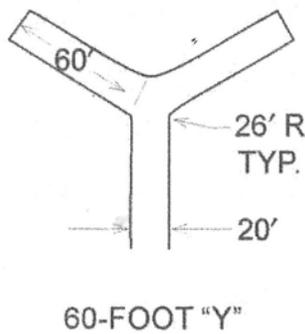
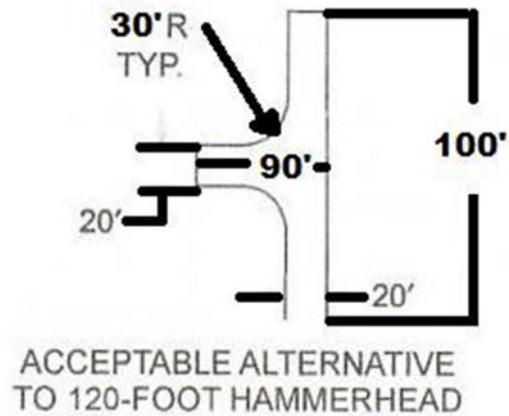
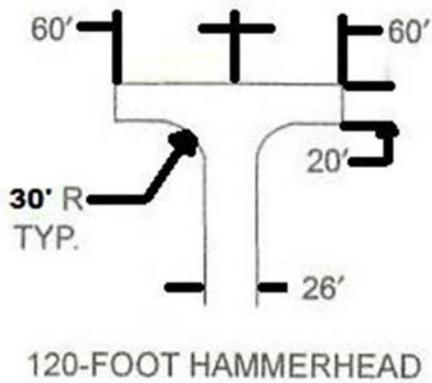
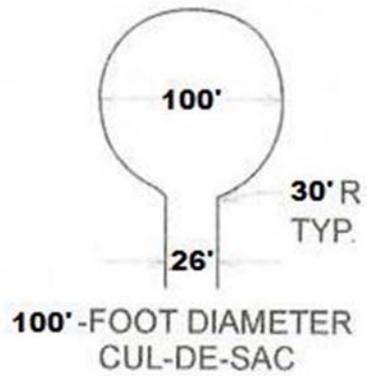
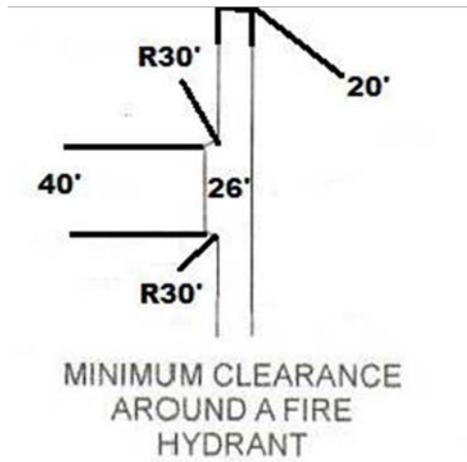
2. Appendix D. Figure D103.1 is amended as follows:

**Dead-End Fire Apparatus Access Road Turnaround**



Note: Drawing not to scale.

ATTACHMENT "A"



Note: Drawing not to scale  
(Ord. 2008-1, 2-12-2008)

**7.05.040 — Violation.**

It shall be unlawful for any person to violate any of the provisions of this Code, or violate or fail to comply with any order made thereunder, or to build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or violate any of the provisions of a certificate or permit issued thereunder. Said person, for each and every violation and noncompliance respectively, shall be guilty of a misdemeanor, punishable by a fine of not more than \$300.00, or by imprisonment for not more than 90 days, or by both such fine and imprisonment. (Ord. 2008-1, 2-12-2008; Ord. 84-2, 1-24-1984).

**ADOPT RESOLUTION NO. 2016-, DECLARING THE FORMATION OF A GROUNDWATER SUSTAINABILITY AGENCY FOR THE CITY OF NEWMAN**

**RECOMMENDATION:**

It is recommended that the City Council:

1. Hold a Public Hearing, and
2. Adopt Resolution No. 2016- , declaring the formation of a Groundwater Sustainability Agency (GSA) for the City of Newman.

**BACKGROUND:**

In 2014, the California Legislature passed the Sustainable Groundwater Management Act (SGMA) which establishes a new structure for managing groundwater in California. The main goals of the Act are to achieve sustainable groundwater basins, enhance local management of the groundwater consistent with rights to use or store groundwater and to establish standards for effective and continuous management of groundwater. Implementation of the Act is achieved through the formation of Groundwater Sustainability Agencies (GSAs) and through preparation and implementation of Groundwater Sustainability Plans (GSPs).

Any local public agency or combination of local agencies that have water supply, water management, or land use responsibilities within a groundwater basin can form a GSA. The GSA would be a regulatory body that could set fees, require reporting, regulate how much groundwater is pumped, and monitor wells. The agencies eligible to serve as GSAs in the basins can be cities, water districts and counties. If a GSA is not formed within a county, then the County will take the lead. If the County declines to lead the applicable effort, then the State Water Resources Control Board (SWRCB) will intervene on a temporary basis and develop a plan for the community with regulations for reporting, measuring, extraction limits and fees.

The City of Newman is located within the Delta-Mendota Groundwater Subbasin – Eastern Part as shown in the groundwater basin map (Attachment 2).

**ANALYSIS:**

The City of Newman is intending to be a GSA for the area within the current City Limits, which is a portion of the Delta-Mendota Groundwater Subbasin, and must notify DWR by June 30, 2017.

The key implementation dates required by SGMA are summarized as follows:

- Jun 30, 2017: Form Local GSA
- Jan 31, 2022: Adopt GSP for high- and medium-priority basins not currently in overdraft
- Jan 31, 2042: Achieve sustainability for all high- and medium-priority groundwater basins

City staff has met several stakeholders including both Stanislaus County and CCID staff, and evaluated the advantages and disadvantages of various GSA options to achieve groundwater sustainability per the future GSP. Future GSP efforts will require collaboration with other users within the Delta-Mendota Groundwater Subbasin – Eastern Part.

Two Options for achieving City compliance with the GSA requirement are summarized as follows:

(1) Forming an Independent GSA

The City will have the autonomy to regulate activities within its own GSA boundary and have control over its own groundwater resources. It means that an independent GSA will allow the City to have land use authority and provide the City with the opportunity to participate with other GSAs in the development of a GSP or to decide to create and implement its own. As such, it is anticipated that the local agencies in the Delta-Mendota Subbasin will work cooperatively together to develop a single GSP (more than likely referenced as the Eastern Delta-Mendota Subbasin group). In this case, a Coordinated Agreement (i.e. Memorandum of Understanding) among GSAs needs to be established to coordinate and utilize the same data and methodologies associated with groundwater elevation data, groundwater extraction data, surface water supply, total water use, change in groundwater storage, etc.

(2) Joining a Large GSA Group

Combining several public agencies within the Delta-Mendota Subbasin to form a large GSA under Activity Agreements is another GSA option for the City. A large GSA will allow for preparation of one GSP to cover multiple agencies within a subbasin. There would be a need to establish a governance committee to convene and make decisions, pursuant to the GSP, that would impose policies or constraints on the City – pumping groundwater for potable water system. It means that the City would not directly control its own groundwater resources.

The City of Newman has managed its groundwater effectively and has an understanding of local geology and groundwater conditions. Forming an independent GSA would not prohibit the City from participating with other GSAs for a regional GSP.

In order to accomplish the City's desire to form an independent GSA, staff recommends holding a public hearing and declaring the City's intent to form its own GSA to comply with SGMA's GSA requirement. After Council's approval of the election to establish the City as an independent GSA, the City will inform DWR of its intent to establish a GSA by filing its own GSA formation notice. The City will first complete an amendment to be excluded from the current GSA filed by the San Joaquin River Exchange Contractors Water Authority that originally included parts of the City (in collaboration with CCID). This step will facilitate formation of an independent GSA for the City.

**FISCAL IMPACT:**

City staff anticipates a fiscal impact associated with the management of the GSA and the creation and adoption of a GSP. However, these costs are unknown at this time.

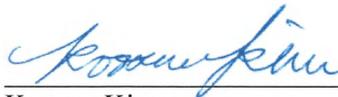
**CONCLUSION:**

The steps being taken by local agencies to form GSAs are occurring throughout the region. The formation of the GSA is an important step towards a long-term implementation plan (GSP). Staff believes it is important for the City to be an independent GSA so we maintain local control and land use authority. Staff recommends the Council adopt Resolution No. 2016- , declaring the formation of a Groundwater Sustainability Agency (GSA) for the City of Newman.

**ATTACHMENTS:**

1. Resolution No. 2016-
2. Exhibit A: The City of Newman GSA Map

Respectfully Submitted,



Koosun Kim  
Director of Public Works

**REVIEWED/CONCUR:**



Michael E. Holland  
City Manager

**RESOLUTION NO. 2016-**

**DECLARING THE FORMATION OF A GROUNDWATER SUSTAINABILITY AGENCY FOR  
THE CITY OF NEWMAN**

WHEREAS, the California legislature has adopted, and the Governor has signed into law, the Sustainable Groundwater Management Act of 2014 ("SGMA"), which authorizes local agencies to manage groundwater in a sustainable fashion; and

WHEREAS, the main goals of the Act are to achieve sustainable groundwater basins, enhance local management of the groundwater consistent with rights to use or store groundwater and to establish standards for effective and continuous management of groundwater; and

WHEREAS, implementation of the Act is achieved through the formation of Groundwater Sustainability Agencies (GSAs) and through preparation and implementation of Groundwater Sustainability Plans (GSPs); and

WHEREAS, in order to exercise the authority granted in SGMA, a local agency or combination of local agencies must decide to become or form a GSA; and

WHEREAS, the City of Newman (City) is a local agency, as SGMA defines that term; and

WHEREAS, the City is located within the Delta-Mendota Subbasin in the California Department of Water Resources' (DWR) groundwater basin system; and

WHEREAS, SGMA requires that a GSA be established for all basins designated by the DWR by June 30, 2017; and

WHEREAS, it is the intent of the City to work cooperatively with other local GSAs, as may be appropriate, to sustainably manage a portion(s) of the Delta-Mendota Groundwater Subbasin that fall outside the City's jurisdiction; and

WHEREAS, Section 10723.2 of SGMA requires that a GSA consider the interests of all beneficial uses and users of groundwater, as well as those responsible for implementing groundwater sustainability plans; and

WHEREAS, Section 10723.8 of the SGMA requires that a local public agency deciding to become or form a GSA shall inform the DWR of its decision and intention to undertake sustainable groundwater management within the agency's jurisdictional boundary; and

WHEREAS, pursuant to Government Code 6066, notice of a public hearing on the City's decision to become a GSA has been published in the local newspaper, Westside Index, as provided by law; and

WHEREAS, on November 8, 2016, the City held a public hearing to consider adoption of this Resolution; and

WHEREAS, the City wishes to exercise the authorities and powers of a GSA granted by SGMA and to begin the process of cooperatively preparing a GSP with other GSAs as appropriate; and

WHEREAS, adoption of this Resolution does not constitute a "project" under California Environmental Quality Act Guidelines Section 15378(b)(5), including organization and administrative activities of government, because there would be no direct or indirect physical change in the environment.

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

1. The City of Newman hereby decides to become a GSA for that Eastern portion of the Delta-Mendota Groundwater Subbasin which underlies the area bound by the Newman City limits as shown in Exhibit A; and
2. The City Council hereby directs staff to request an amendment to the current San Joaquin River Exchange Contractors Water Authority GSA boundary excluding all portions of the City service area if there are any overlapped areas; and
3. The Newman City Council authorizes the City Manager or his designee to, within 30 days of the date of this Resolution, provide notice of the City's decision to become the GSA to the California Department of Water Resources in the manner required by law; and
4. Such notification shall include the boundaries of the areas the City intends to manage, which shall include the lands within the Newman City limits as shown in Exhibit A, a copy of this Resolution, a list of interested parties developed pursuant to Section 10723.2 of SGMA, and an explanation of how their interests will be considered in the development and operation of the GSA and the development and implementation of the GSAs groundwater sustainability plan; and
5. The City Council hereby directs staff to begin discussions with all interested stakeholders and beneficial users within the Delta-Mendota Groundwater Subbasin, resolve GSA boundary overlaps if necessary, and initiate the process of developing a coordinated Groundwater Sustainability Plan in accordance with SGMA.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 8<sup>th</sup> day of November, 2016 by Council Member \_\_\_\_\_, who moved its adoption which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following vote:

AYES:  
NOES:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Bob Martina, Mayor

Attest:

\_\_\_\_\_  
Mike Maier, City Clerk

# EXHIBIT A: GROUNDWATER SUSTAINABILITY AGENCY (GSA) MAP AND DELTA-MENDOTA GROUNDWATER SUBBASIN



## Legend



City of Newman GSA Boundary

Referenced agency boundaries are based on the best available information and are shown for reference purposes only.

# EXHIBIT A: GROUNDWATER SUSTAINABILITY AGENCY (GSA) MAP AND DELTA-MENDOTA GROUNDWATER SUBBASIN



Referenced agency boundaries are based on the best available information and are shown for reference purposes only.

**REPORT ON NEWMAN CHAMBER OF COMMERCE TREE LIGHTING EVENT AT THE  
DOWNTOWN PLAZA**

**RECOMMENDATION:**

Staff recommends the City Council approve the Newman Chamber of Commerce tree lighting event scheduled at the Downtown Plaza on December 3<sup>rd</sup> 2016 from 2 P.M. to 7 P.M.

**BACKGROUND:**

The Newman Chamber of Commerce has requested exclusive use of the Downtown Plaza, and the 1300 block of Main Street, on December 3<sup>rd</sup> 2016 from 2 P.M. to 7 P.M. to host the annual tree lighting event. Event organizers have scheduled fire truck rides from 3 P.M. to 4:30 P.M. as well as food and craft booths. There will be a D.J. playing holiday music for the duration of the event and **NO** alcohol will be served or sold. The event date has no apparent conflicts with other potential community events. The event organizers are seeking council approval for this year's event.

**ANALYSIS:**

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

The Chamber of Commerce has made the following requests:

- ❖ Exclusive use of the Downtown Plaza and the 1300 block of Main Street. Street Closures at Main/Tulare and Main/Fresno.
- ❖ Use of Plaza restroom facilities and electrical power at the location.
- ❖ Waive Standards for Downtown Events in the areas of:
  - Clean-up deposit. Downtown standards require a \$1,000.00 deposit refundable upon satisfactory cleaning of the affected area. The Newman Chamber of Commerce assures staff that they will thoroughly clean up.
  - Business licenses. Downtown standards require all vendors to be licensed for business within the City.
  - Insurance reduction to \$1,000,000.00. Current standards indicated a figure of \$3,000,000.00 naming the City as an additional insured party.
  - Traffic/crowd control device costs. City-owned barricades could be utilized.

All other Standards for Downtown events will apply.

Event organizers have prepared a configuration for the event which has the 1300 block of Main Street closed to vehicular traffic. The east plaza parking lot will be open for public parking and the west parking lot closed to vehicular traffic for vendor booth set-up.

**FISCAL IMPACT:**

There will be no direct fiscal impact as a result of this event.

**CONCLUSION:**

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

1. Approve the event as indicated, waiving the requested standards.
2. Approve the event with all standards intact.
3. Reject the event in its entirety.

Staff recommends Alternative 1.

**ATTACHMENTS:**

1. Standards for downtown events

Respectfully submitted,

  
\_\_\_\_\_  
Brett Short  
Police Lieutenant

**REVIEWED/CONCUR:**

  
\_\_\_\_\_  
Michael Holland  
City Manager

## STANDARDS FOR DOWNTOWN EVENTS

1. **DAYS:**  
One Day Event: Saturday or Sunday preferred.  
Two Day Events: Saturday & Sunday or Sunday & Monday may be allowed on holiday weekends.
2. **HOURS:**  
Events should be scheduled during daylight hours. Events may not begin prior to 7:00 a.m. or end later than 9:00 p.m. unless approved by the Chief of Police.
3. **STREET USAGE:**  
First time event: One block  
Anticipated crowd size: 500 or less - one block  
500 to 1000 - two blocks  
1000 or more - three blocks
4. **INSURANCE:**  
Three Million dollar policy naming the City as an additional insured. This must be received by the City three weeks prior to the event.
5. **SECURITY:**  
Total cost of security for the event will be the responsibility of the event organizer. One half of the anticipated cost of police services will be deposited with the City Finance Department two weeks prior to the event.  
  
General event: 1 officer per 200 attendees or as deemed necessary by the Chief of Police.  
  
Alcohol/Bands/Dances - 2 officers per 300 attendees or more if required by the Chief of Police.
6. **MUSIC:**  
No amplified sound systems before 10 A.M. or after 8 P.M. unless approved by the Chief of Police.
7. **ELECTRICAL:**  
If electrical power use is requested, an electrical use fee of \$25.00 will be collected prior to the event date. A diagram of the outlet locations to be used and a plan, consisting of what type of equipment will be used at each outlet location, will be submitted for approval prior to the event date. No more than 20 amps per circuit will be allowed. Extension cords shall be a minimum of 14-3 gauge wire and properly sized for intended

use. The cords shall be protected from abrasions caused by foot traffic and shall be placed so as not to cause a tripping hazard.

8. **EVENT PLAN:**  
The applicant is to complete a street closure plan for barricading the downtown streets and provide a site plan for the location of any portable stages, alcohol sales, and other semi-permanent structures. This must be submitted to the Chief of Police or his/her designee 60 days prior to the date of the event. Downtown plaza usage will also require a site plan.
9. **CLEAN UP:**  
The event organizer will be responsible for cleaning the streets, sidewalks and other public areas used by the event. A \$1,000.00 deposit will be required. The deposit will be refunded if all city property is cleaned to the satisfaction of the Director of Public Works or his/her designee.
10. **APPROVAL OF AFFECTED BUSINESSES:**  
First Time Events: Provide written approval of at least 75 percent of any business affected by the proposed street closure in the blocks involved.  
  
Yearly Events: Provide a flyer making the downtown business community aware of the type of event, date, time and streets to be used.  
  
Notification must be completed at least 45 days prior to the City Council meeting and must be approved by the Chief of Police or his/her designee.
11. **BUSINESS LICENSES:**  
All local and out of town vendors/businesses conducting sales of goods or services shall have a business license with the City of Newman prior to participating in the event.
12. **HEALTH PERMITS:**  
Food vendors shall obtain a Stanislaus County Health Permit prior to the sale of any food items.
13. **CANOPIES OR OTHER TEMPORARY STRUCTURES:**  
All temporary structures including but not limited to stages, platforms and booth structures must be inspected by the City's Building Department on the day of the event. Any direct cost to the City for this service will be the responsibility of the fundraiser/organizer. Any use of canopies must be inspected and approved by a designee of the City on the day of the event. No canopies or temporary structures are to be tethered or anchored, to any tree, structure, or fixture.
14. **BLEACHERS:**

All bleachers must be inspected by the City's Building Department the day of the event. Any direct cost to the City for this service will be the responsibility of the fundraiser/organizer.

15. **ADVERTISING:**

The event organizer shall not advertise or promote the event until the event has been approved by the City Council

16. **ALCOHOL:**

The sale or providing of alcohol shall be done under the following conditions:

- A. That it is the fundraiser/organizers responsibility to make sure vendors obtain an on sale one-day permit from the California Alcohol Beverage Control Board (commonly known as ABC). This must be done and received by the City two weeks prior to the event.
- B. That alcohol is served in paper or plastic cups (no glass cups or bottles).
- C. That no alcohol sold inside any establishment can be consumed in the street closure area or plaza.
- D. That the City Council approves the use of the street closure, or plaza, for a beer garden and that they waive the city ordinance prohibiting consumption of alcohol on public streets.

17. **TRAFFIC/CROWD CONTROL DEVICES:**

The fundraiser/organizer will be responsible for the direct cost of barricades, no parking signs, and any other required devices.

18. **STATEMENT OF FUNDS**

The fundraiser/organizer will provide documentation and/or a list of who has or will financially benefit from the fundraiser for the current event and any previous events. It will also state how much was raised and the amount or percentage that will or has been donated to what community organization(s).

19. **TRASH RECEPTICALS**

The event coordinator shall provide trash receptacles for the event in an amount not less than one per fifty attendees.

20. **PLAZA USAGE**

The standards for downtown events will apply to the downtown plaza where applicable. Additional plaza-specific standards include:

- A. The East parking lot will remain open for event parking.
- B. Any requests to close the West parking lot will be submitted in the event plan.

- C. Any request to open the plaza restrooms for use will be submitted in the event plan and will be subject to a use fee of \$25.00 collected prior to the event date.
- D. No use of any kind in the planters and other vegetation areas of the plaza.
- E. No anchoring to any trees, vegetation, or other stationary plaza structures.
- F. Use of the stage shall be requested in the event plan.

21. **ADMINISTRATIVE OPTION FOR “PLAZA ONLY” USE**

For smaller events that are contained within the plaza, an administrative option can be utilized with the following conditions:

- A. The event is being hosted by a non-profit group for public benefit.
- B. The event is contained within the pedestrian areas of the plaza.
- C. All parking lots remain open and accessible for vehicle parking.
- D. The event is no longer than three hours in duration.

The administrative option for plaza use will require approval from the City Manager, Chief of Police, and Fire Chief. This option is designed to streamline the process for smaller events that meet the above criteria. All other event standards will still apply, but waivers may be decided by the administrative group.

Honorable Mayor and Members  
of the Newman City Council

**ADOPT RESOLUTION NO. 2016- , APPROVING AN AGREEMENT WITH KENNEDY/JENKS CONSULTANTS TO PROVIDE PROFESSIONAL SERVICES FOR THE HEXAVALENT CHROMIUM COMPLIANCE PROJECT AND AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND ASSOCIATED DOCUMENTS**

**RECOMMENDATION:**

It is recommended that the Newman City Council adopt Resolution No. 2016- , approving an agreement with Kennedy/Jenks Consultants to provide professional services for the Hexavalent Chromium Compliance Project and authorize the City Manager to execute said agreement and associated documents.

**BACKGROUND:**

On August 7, 2015 the State Water Resource Control Board (SWRCB) notified the City of Newman that Well No. 5 located at 876 N Street had exceeded the Maximum Contaminant Levels (MCL) for Hexavalent Chromium (Cr6). Per the SWRCB's administrative direction, the City developed the long-term strategy on Cr6 Compliance and provided the Corrective Action Plan that will serve as a roadmap for the City to comply with the Chromium-6 MCL requirement.

The long-term strategy on Cr6 Compliance included in the Corrective Action Plan is summarized as follows:

- Develop a New Water Well
- Construct a New Water Storage Tank and Booster Pump Station
- Decommission the existing Well No. 5 from the City's Water Distribution System

The City completed a test hole for the new water well adjacent to the Northwest Quadrant. The analysis for the test hole showed favorable results from both water production and water quality.

On June 28, 2016, City Council approved Resolution 2016-49 authorizing the filing of an application seeking financial assistance from the Drinking Water State Revolving Fund (DWSRF) program for the proposed Cr6 Compliance Project including a new water storage tank and booster pump station. The City's proposed Cr6 Compliance Project for the DWSRF grant was approved to complete Water System Planning and Design for a new water tank and booster pump station.

**ANALYSIS:**

Said project has been approved for a planning grant (\$497,000) through the DWSRF program allowing water system improvement projects complying with the State's regulations associated with hexavalent chromium, emergency drought, water quality, etc.

The professional service agreement with Kennedy/Jenks Consultants for the proposed Cr6 Compliance Project includes the following components:

- Project evaluation for the City's existing and future water demand projects, system capacity requirements, water quality issues, new water storage capacity and well production capacity
- An alternative analysis based on project life-cycle costs
- Project engineering report addressing design criteria serving as a basis for design
- Plans, Specification and Estimates (PS&E) for 50%, 75% and 100% design submittal
- Final design review and administration associated with meetings and submittals

Kennedy/Jenks Consultants' professional services will be invoiced at the consultant's fee schedule in Attachment 2 – Exhibit A for an amount not to exceed \$497,000. Also, the agreement has been approved as to form by the City attorney.

Said project will complete planning and design of a new well, storage tank, booster pump station and associated improvements as part of developing a comprehensive Cr6 compliance strategy before 2020.

**FISCAL IMPACT:**

The project is listed in the City's Capital Improvement Project budget that will be funded from the water fees. Since the City is successful in obtaining a DWSRF grant (\$497,000), the amount of the water fees needed for the project will be reduced accordingly. As such, there is no fiscal impact to the City of Newman for said project. It is 100% DWSRF grant and requires no local match.

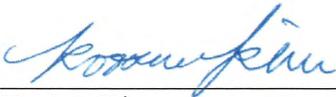
**CONCLUSION:**

The proposed Hexavalent Chromium Compliance Project will complete planning and design of a new well, storage tank, booster pump station and associated improvements as part of developing a comprehensive Cr6 compliance strategy before 2020. Therefore, staff recommends City Council adopt Resolution No. 2016- , approving an agreement with Kennedy/Jenks Consultants to provide professional services for said project and authorize the City Manager to execute said agreement and associated documents.

**ATTACHMENTS:**

1. Resolution No. 2016- , approving an agreement with Kennedy/Jenks Consultants to provide professional services for the Hexavalent Chromium Compliance Project and authorize the City Manager to execute said agreement and associated documents.
2. Professional Service Agreement

Respectfully Submitted,



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Koosun Kim  
Director of Public Works

**REVIEWED/CONCUR:**



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Michael E. Holland  
City Manager

**RESOLUTION NO. 2016-**

**APPROVING AN AGREEMENT WITH KENNEDY/JENKS CONSULTANTS TO PROVIDE PROFESSIONAL SERVICES FOR THE HEXAVALENT CHROMIUM COMPLIANCE PROJECT AND AUTHORIZE THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND ASSOCIATED DOCUMENTS**

WHEREAS, the Drinking Water State Revolving Fund (DWSRF) program assists public water systems in financing the cost of drinking water infrastructure projects needed to achieve and maintain compliance with Safe Drinking Water Act (SDWA) requirements; and

WHEREAS, on June 28, 2016, City Council approved Resolution 2016-49 authorizing the filing of an application seeking financial assistance from the Drinking Water State Revolving Fund (DWSRF) program for the proposed Hexavalent Chromium (Cr6) Compliance Project including a new water storage tank and booster pump station; and

WHEREAS, said project has been approved for a planning grant (\$497,000) through the DWSRF program allowing water system improvement projects complying with the State's regulations associated with hexavalent chromium, emergency drought, water quality, etc.; and

WHEREAS, the professional service agreement with Kennedy/Jenks Consultants for the proposed Cr6 Compliance Project includes the following components:

- Project evaluation for the City's existing and future water demand projects, system capacity requirements, water quality issues, new water storage capacity and well production capacity
- An alternative analysis based on project life-cycle costs
- Project engineering report addressing design criteria serving as a basis for design
- Plans, Specification and Estimates (PS&E) for 50%, 75% and 100% design submittal
- Final design review and administration associated with meetings and submittals

WHEREAS, the City Council is desirous of entering into an agreement with Kennedy/Jenks Consultants to provide professional services for said project; and

WHEREAS, there is no fiscal impact to the City of Newman for said project that is 100% DWSRF grant and requires no local match; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newman hereby approves the agreement with Kennedy/Jenks Consultants to provide professional services for the Hexavalent Chromium Compliance Project.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 8<sup>th</sup> day of November, 2016 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:

\_\_\_\_\_  
Bob Martina, Mayor

ATTEST:

\_\_\_\_\_  
Mike Maier, City Clerk



## AGREEMENT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF NEWMAN**, a municipal corporation of the State of California hereinafter referred to as "CITY" and **KENNEDY/JENKS CONSULTANTS**, hereinafter referred to as "CONSULTANT."

### WITNESSETH:

**WHEREAS**, in accordance with California Government Code §37103, CITY has a need for the professional services on the Hexavalent Chromium Compliance Project; and

**WHEREAS**, CONSULTANT 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:** CONSULTANT 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 Hexavalent Chromium Compliance Project**. CONSULTANT shall provide Services that are acceptable to CITY.

**2. PERSONNEL AND EQUIPMENT:** CONSULTANT shall provide all personnel needed to accomplish the Services hereunder. CONSULTANT shall additionally acquire, provide, maintain, and repair, at its sole cost and expense, such equipment, materials, and supplies as CONSULTANT 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 CONSULTANT in accordance with **EXHIBIT A** as full remuneration for performing all Services and furnishing all staffing and materials called for in **EXHIBIT A** and for performance by CONSULTANT of all of its duties and obligations under this Agreement. In no event shall the sum of this Agreement exceed **\$497,000.00**. CONSULTANT agrees that compensation shall be paid in the manner and at the times set forth below:

(a) Invoices: CONSULTANT 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.
- (2) CITY shall normally pay by voucher or check within ten (10) working days after each meeting at which payments can be authorized, provided that CITY receives the invoice at least five (5) working days prior to CITY's meeting date.
- (3) If CITY disputes any items on an invoice for a reasonable cause, which includes but is not limited to unsatisfactory service, CITY may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deletions shall be documented to CONSULTANT within fifteen (15) working days after receipt of invoice by CITY. CITY shall assign a sequential reference number to each deletion.
- (4) If dispute is settled, payment shall be by voucher or check payable to and mailed to CONSULTANT within five (5) working days of dispute settlement.
- (5) CITY reserves the right to only pay for such services rendered to the satisfaction of CITY.

**5. TERM OF AGREEMENT:** This Agreement shall become effective upon execution and shall continue in full force until all authorized work is approved by the City. All such work shall be completed no later than **12/31/2017**.

**6. INSURANCE:** CONSULTANT shall not commence work under this Agreement until CONSULTANT has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONSULTANT, at Consultant's own cost and expense, shall procure and maintain the following insurance policies for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONSULTANT, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

Consultant, at Consultant's own cost and expense, shall, procure and maintain, for the duration of the contract, the following insurance policies.

- (a) Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers'

Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

- (b) General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
- (c) Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- (d) Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by the Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.
- (e) Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:
  - (1) The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.
  - (2) This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.
  - (3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - (4) The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.



agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful misconduct of CITY.

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

CONSULTANT, 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.

CONSULTANT shall determine the method, details and means of performing the work and services to be provided by CONSULTANT under this Agreement. CONSULTANT 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 CONSULTANT in fulfillment of this Agreement. CONSULTANT has control over the manner and means of performing the services under this Agreement. CONSULTANT is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, CONSULTANT has the responsibility for employing other persons or firms to assist CONSULTANT in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. 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 CONSULTANT.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONSULTANT or CONSULTANT'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 CONSULTANT must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONSULTANT'S personnel. As an independent contractor, CONSULTANT hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

**10. VOLUNTARY TERMINATION:** CITY may terminate this Agreement without cause or legal excuse by providing thirty (30) days' written notice to CONSULTANT.

**11. TERMINATION OF STATED EVENT:**

- (a) Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the date on which any of the following events occur: (1) bankruptcy or insolvency of CONSULTANT, (2) legal dissolution of CONSULTANT, or (3) death of key principal(s) of CONSULTANT.
- (b) Termination by CITY for Default of CONSULTANT. Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, at its option CITY may terminate this Agreement by giving written notification to CONSULTANT. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to perform required services or duties, willful destruction of CITY's property by CONSULTANT, dishonesty or theft.
- (c) Termination by CONSULTANT for Default of CITY. Should CITY default in the performance of this Agreement or materially breach any of its provisions, at its option CONSULTANT may terminate this Agreement by giving written notice to CITY. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include but not be limited to any of the following: failure to cooperate reasonably with CONSULTANT, willful destruction of CONSULTANT's property by CITY, dishonesty or theft.
- (d) Termination for Failure to Make Agreed-Upon Payments. Should CITY fail to pay CONSULTANT all or any part of the payments set forth in this Agreement on the date due, at its option CONSULTANT may terminate this Agreement if the failure is not remedied within thirty (30) days after CONSULTANT notifies CITY in writing of such failure to pay. The termination date shall be the effective date of the notice.
- (e) Termination by CITY for Change of CONSULTANT'S Tax Status. If CITY determines that CONSULTANT does not meet the requirements of federal and state tax laws for independent contractor status, CITY may terminate this Agreement by giving written notice to CONSULTANT. The termination date shall be the effective date of the notice.
- (f) In the Event of Termination. If this Agreement is terminated pursuant to this Paragraph, CONSULTANT shall cease all its work on the project as of the termination date and shall see to it that its employees, subcontractors and agents are notified of such termination and cease their work. If CITY so requests, and at CITY's cost, CONSULTANT shall provide sufficient oral or written status reports to make CITY reasonably aware of the status of CONSULTANT'S work on the project. Further, if CITY so requests, and at

CITY's cost, CONSULTANT 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 CONSULTANT 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 CONSULTANT, CONSULTANT understands and agrees that CITY may, in CITY's sole discretion, refuse to pay CONSULTANT for that portion of CONSULTANT'S services which were performed by CONSULTANT 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 CONSULTANT 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, CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race religion, color, sex, or national origin. CONSULTANT 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. CONSULTANT 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, CONSULTANT 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. CONSULTANT 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. CONSULTANT specifically acknowledges that in entering into and executing this Agreement, CONSULTANT relies solely upon the provisions contained in this Agreement and no others.

**15. OBLIGATIONS OF CONSULTANT:** Throughout the term of this Agreement, CONSULTANT shall possess, or secure all licenses, permits, qualifications and approvals legally required to conduct business. CONSULTANT warrants that it has all of the necessary professional capabilities and experience, as well as all tools, instrumentalities, facilities and other resources necessary to provide the CITY with the services contemplated by this Agreement. CONSULTANT further represents that it will follow the best current, generally

accepted and professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project.

**16. OWNERSHIP OF DOCUMENTS:** All reports, data, drawings, plans, designs, specifications, graphics, calculations, working papers, models, flow diagrams, visual aids, and other incidental work or materials furnished hereunder shall become and remain the property of the CITY, and may be used by CITY as it may require without any additional cost to CITY. No reports shall be used by the CONSULTANT for purposes other than this contract without the express prior written consent of CITY.

**17. NEWS AND INFORMATION RELEASE:** CONSULTANT agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from CITY through the City Manager.

**18. INTEREST OF CONSULTANT:** CONSULTANT warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT warrants that, in performance of this Agreement, CONSULTANT shall not employ any person having any such interest. CONSULTANT agrees to file a Statement of Economic Interests with the City Clerk at the start and end of this contract if so required at the option of CITY.

**19. AMENDMENTS:** Both parties to this Agreement understand that it may become desirable or necessary during the execution of this Agreement, for CITY or CONSULTANT to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with CITY and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work.

Until a change order is so executed, CITY will not be responsible to pay any charges CONSULTANT may incur in performing such additional services, and CONSULTANT shall not be required to perform any such additional services.

**20. PATENT/COPYRIGHT MATERIALS:** Unless otherwise expressly provided in the contract, CONSULTANT shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT shall furnish a warranty of such right to use to CITY at the request of CITY.

**21. CERTIFIED PAYROLL REQUIREMENT:** For CONSULTANTS performing field work on public works contracts on which prevailing wages are required, CONSULTANT shall comply with the provisions of Section 1776 of the California Labor Code, regarding payroll records, and shall require its subconsultants 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 CONSULTANT'S charges to CITY under this Agreement.

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

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

**29. ASSIGNMENT:** This Agreement is binding upon CITY and CONSULTANT and their successors. Except as otherwise provided herein, neither CITY nor CONSULTANT 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:** CONSULTANT shall maintain adequate records to permit inspection and audit of CONSULTANT's time and material charges under this Agreement. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Such records shall be turned over to CITY upon request.

**31. EXCLUSIVE USE:** Services provided within the scope of this Agreement are for the exclusive use of CITY and CONSULTANT agrees that, until final approval by CITY, all data, plans, specifications, reports, and other documents will not be released to third parties by CONSULTANT without the prior written consent of CITY.

**32. EMPLOYMENT OF CITY OFFICIAL OR EMPLOYEE:** CONSULTANT shall employ no CITY official or employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of California Government Code Sections 1090 et seq.; nor shall CITY violate any provision of its Conflict of Interest Code adopted pursuant to the provisions of California Government Code Sections 87300 et seq.

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

**CITY OF NEWMAN:**

**CONSULTANT:**

\_\_\_\_\_  
**MICHAEL E. HOLLAND, CITY  
MANAGER**

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ATTEST:**

**PRINT NAME:** \_\_\_\_\_

\_\_\_\_\_  
**MIKE MAIER, CITY CLERK**

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**BUSINESS LICENSE #:** \_\_\_\_\_

**TELEPHONE #:** \_\_\_\_\_

## Scope of Services

### City of Newman, CA

### Cr6 Compliance Drinking Water Project

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#### **Introduction**

The City of Newman (City) water supply has been impacted by the new State Cr6 Primary MCL established in June 2014. The City has been monitoring Cr6 levels on a quarterly basis in its four (4) existing potable water supply wells. The City has received a Notice of Violation from the State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) and has taken interim actions to reduce Cr6 in the water supply. Well 8 is the City's largest water source providing about 45% of the total system capacity with Cr6 levels that fluctuate between 9 and 11 parts per billion, putting the water supply at risk for future Cr6 compliance. Well 5 exceeds the Cr6 primary MCL on a regular basis averaging 17 parts per billion, and Well 6 has exceeded the Cr6 primary MCL on some of its quarterly samples.

The City has completed a test hole with favorable results for both water production and water quality in the northwest area. The results of the well testing indicate that a well constructed with completion between 350 feet and 550 feet below the ground surface (screened below the Corcoran Clay) should produce water with Cr6 levels below the MCL. This test hole is located adjacent to a 2 acre site owned by the City identified in the City Master Plan as the location of a storage tank and booster pump facility. This project will validate the feasibility of developing a new well, storage tank and associated improvements as part of developing a comprehensive Cr6 compliance strategy. The compliance strategy will also include consideration of conversion of supply sources meeting non-potable demands to a non-potable supply and enhanced demand management measures.

The City applied for a Drinking Water State Revolving Fund (SRF) Planning Grant in 2016 and was awarded a \$497,000 grant to complete water system planning and design improvements to achieve compliance with the Cr6 MCL by January 2020.

#### **Existing Conditions**

The City has been monitoring its four potable water wells quarterly for the presence of Cr6. At least three of the City's four wells (about 80% of the City total water supplies) consistently exceed the new State Cr6 Primary MCL. The Cr6 primary MCL is 10 micrograms per liter (ug/l). Actions must be taken to improve the water system in accordance with the DDW Cr6 regulatory compliance schedule.

#### **Overview Scope of Work**

1. Kennedy/Jenks will first evaluate the City water system including existing and future demand projections, system capacity requirements including Max. Day + Fire and Peak Hour consistent with California Water Works Standards, water quality issues, water

## Scope of Services – City of Newman Cr6 Project Design

Page 2

storage capacity needs, well capacities and determine the required production capacity to provide Cr6 compliance measures.

2. Kennedy/Jenks will complete an alternatives analysis (up to 3 alternatives) and rank the alternatives based on project lifecycle costs and other factors to identify the preferred project to serve as the basis for the project engineering report.
3. Kennedy/Jenks will complete the engineering report addressing design criteria serving as a basis for design. We will incorporate mitigation measures identified in the Northwest Quadrant Master Plan EIR and other City environmental documentation. We will meet with the City to review the content to be included and addressed in the engineering report.
4. Kennedy/Jenks will complete the 50%, 75%, and 100% final design submittals for the preferred project with updated cost estimates and implementation schedule. Grant and low interest capital financing will be considered in the implementation schedule.
5. Kennedy/Jenks will coordinate final design reviews with the DDW project representative including participation in the 50% design submittal and review meeting, Kennedy/Jenks will prepare the Technical, Managerial and Financial (TMF) report for DDW review and approval.

### City Provided Services

1. The City will be responsible for securing any and all real property required to accommodate the preferred project. This includes any title and transaction related tasks, and coordination and/or negotiation with existing property owners. Any real property required for the preferred project will be executed before Kennedy/Jenks begins work on the plans and specifications.
2. The City will be responsible for all environmental documentation and permitting, related compliance actions, and associated work to enable the City to design and construct the water facilities specified in the preferred project description.

### Scope of Services

#### Phase 1: Project Evaluation

This effort will review the City's water supply system and projected water demands over the planning horizon. Up to three (3) alternatives will be developed based on water system characteristics and in consideration of the following measures to identify the best solution for the City to comply with the Cr6 primary MCL by 2020, and select a preferred project comprised of various measures based on comparing the costs and benefits of alternatives considered.

## Scope of Services – City of Newman Cr6 Project Design

Page 3

Measures to be considered in developing Cr6 compliant alternatives will be as follows:

### Demand Management Measures – Lower Per Capita Water Use Targets

This will include evaluating different water use targets (low, medium and high), assessing required actions to accomplish different demand management targets, and identifying costs and impacts of achieving the targets over time. The relative impact on the potable water system capacity requirements will be considered (annual, seasonal, and daily water use patterns). The cost per acre-foot, reduction in system demands, regulatory compliance and other criteria will be analyzed. Any impacts on water system performance (capacity or pressure) will be considered in ranking alternatives.

### Other Demand Management Measures – Demand conversion for Non-Potable Water Uses

This will include identifying potential non-potable water sources and evaluating different levels of future non-potable water use (low, medium and high), assessing required actions to accomplish higher non-potable use deliveries in the water system, and identifying costs and impacts of achieving these targets over time. The cost per acre foot, reduction in system demands, regulatory compliance and other criteria will be analyzed. Impacts on water system performance (capacity or pressure) will be considered in ranking alternatives.

### New Water Sources – Alternative Sources or Improving Existing Sources

This will include evaluating alternative water sources and actions required to improve the water quality of existing sources. This could include developing a new source with Cr6 levels below the MCL, blending compliant sources with sources exceeding the MCL, using storage to reduce the need for treatment, or directly treating water sources.

### Treatment – Alternative Treatment of Existing Wells

This will include a reconnaissance level review of existing well water quality and treatment strategies based on paper evaluation of process performance. The estimated range of costs for implementing a well head treatment solution will be developed and used to compare against the alternative strategies presented above. The treatment process for this evaluation will be a strong base ion exchange system.

Up to 3 alternatives will be developed including different mixes of potential Cr6 compliance measures (cited above). The developed alternatives will be evaluated based on both quantitative (e.g., capital and O&M costs, and estimated impacts to water system revenues) and qualitative (e.g., land availability, CEQA compliance, operational complexity, regulatory compliance) criteria to allow comparison and ranking of the alternatives.

## Scope of Services – City of Newman Cr6 Project Design

Page 4

Kennedy/Jenks will prepare a draft Technical Memorandum (TM) documenting the alternatives developed, ranking of alternatives, and provide a recommended alternative for review with the City. The City will review the draft TM and provide comments. Kennedy/Jenks will finalize the preferred project based on City comments received in the draft TM review process. A final TM will be prepared and delivered to the City. The Final TM will serve as the basis for Phase 2 (Preliminary Design).

### Deliverables:

Progress Meeting #1 of 5 (conference call format)

Draft and Final TM – one hard copy and one electronic copy

### City Responsibilities:

Timely response to Kennedy/Jenks Requests For Information

Timely review of draft and final TM documents

### Phase 2: Engineering Report

This element of the work is based on the selected alternative from Task 1 and assumed to include a new well, tank, booster pump station, and water system pipeline connection as the basis for developing the Engineering Report (ER). The ER will include the 30% level design, surveying and geotechnical investigations based on the adopted and certified Northwest Quadrant Master Plan EIR and associated environmental documentation (including identified mitigation measures), and existing real property secured by the City for the planned water system facilities. Kennedy/Jenks will conduct a meeting with the City to review the ER outline and content, and discuss any key design criteria that could impact project delivery or costs. Based on the meeting discussions, a draft ER will be developed for City review. A final ER will be developed based on the City comments during the draft ER review process. This ER Scope of Work assumes the primary elements of the preliminary design will include:

- One At Grade Steel Water Storage Tank (up to 2 MG capacity)
- One New Water Well (up to 2,500 gpm capacity) with onsite chlorination and designed to tap screening intervals between 350-550 feet below ground surface. As directed by the City, the basis of design for this well shall be the existing test hole data for the well adjacent to the 2-acre property owned by the City proposed to contain the new well, tank and booster pump station. A new test hole and associated engineering services are not included in this work scope.
- One Booster Pump Station

## Scope of Services – City of Newman Cr6 Project Design

Page 5

- Transmission/Distribution System Pipeline Improvements (up to 5,000 linear feet) from the site along Jenson Road to Fig Lane including sizes, materials, alignments, layouts and connection points
- SCADA Integration including topology, communications and RTU types
- Electrical Service Request Support
- Standby Diesel Engine Generator for Backup Power Supply
- Site only security including fencing, lighting, and landscaping. Structures enclosing the proposed well and booster pump station facilities are not included in this work scope.
- Conceptual site layout including space requirements, operational efficiencies, ease of maintenance, and site access
- Landscape plan with site rendering indicating north view
- Water quality testing and sampling considerations (in consultation with City operations staff)
- Design considerations addressing potential visual and acoustical impacts
- Drainage assumed to be addressed with adjacent zoned open space for City Facilities (parks/open space uses including drainage)

The ER will document the project design criteria and serve as the basis for design package for the final plans and specifications. This will include up to a 30% level design of the water well, water storage tank(s), booster pump station, conveyance/distribution system pipeline improvements, and SCADA system components. The final ER will include a detailed implementation schedule and opinion of probable construction costs.

Under this task, the City will provide land acquisition and CEQA related compliance documentation to Kennedy/Jenks Consultants to be incorporated accordingly into the ER document.

Kennedy/Jenks' subconsultant, O'dell Engineering, will survey the existing City land where the project will be implemented. Surveying will occur once the City has acquired the land and a preferred project has been selected in Task 1. Survey points will be incorporated into the ER document and preliminary drawings.

### Deliverables:

Progress Meeting #2 of 5 (to be held at City of Newman Public Works)

## Scope of Services – City of Newman Cr6 Project Design

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Draft and Final Engineering Report – one hard copy and one electronic copy

### City Responsibilities:

City Land Acquisition and CEQA Documentation

Timely review and comment on draft and final ER documents

### Phase 3: Plans/Specifications (50/75/100% Design Submittals)

The Final Design will include the 50, 75 and 100% design submittals and is estimated to include 63 sheets suitable for bidding and award of the project for construction once implementation funding has been secured. The list of sheets or drawings to be developed in the project design process is summarized in Attachment 1. The sheets or drawings will be focused on the design features for the new water well, water storage tank(s), booster pump station, and water system conveyance/distribution improvements that facilitate full use and benefit of the project. The following design submittals are included in this scope of services.

#### 50% Design Submittal

The 50% design submittal will consist of half-size drawings (11"×17"). Five (5) copies will be provided to the City and will be marked "Not for Construction." Electronic copies (in pdf) of the 50% design submittal will be furnished to the City upon request.

A workshop meeting (#3 of 5) will be held at the Kennedy/Jenks Office in Sacramento, CA when the 50% design is submitted to review the scope, extent, and details of the improvements. The SWRCB designed project representative will be invited to participate in the meeting. Two weeks after the design submittal review meeting, the City will provide Kennedy/Jenks with any comments or questions to address in preparation for the 75% design submittal package. Kennedy/Jenks will be available to discuss any City comments or questions on the 50% design submittal for clarification or to discuss options to address specific concerns.

#### 75% Design Submittal

The 75% design submittal will consist of half-size drawings (11"×17") plus draft specifications and Engineer's opinion of probable construction cost. Five (5) copies will be provided to the City and will be marked "Not for Construction." Electronic copies (in pdf) of the 75% design submittal will be furnished to the City upon request. Three weeks after submitting the 75% design package, a follow-up conference call meeting will be held with City staff to discuss any comments or to address any questions.

#### 100% Design Submittal

## Scope of Services – City of Newman Cr6 Project Design

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The 100% design submittal is comprised of the bid set plans, specifications, and final Engineer's opinion of cost. A full-size set of drawings in pdf will be submitted. All sheets, except for the cover, will be stamped "Bid Set." One original, unbound hard copy of the specifications, printed on 8"×11" sheets, will also be submitted ready for reproduction with the cover sheet stamped, "Bid Set." Electronic copies of the drawings in pdf format and specifications in Microsoft Word 2000 format and pdf format will be provided to the City on CDROM.

### Deliverables:

50/75/100% Design Submittals as indicated above (2-week client review for each).

50% Design Submittal Meeting (Meeting #3 of 5) – at Kennedy/Jenks Sacramento Office

75% Design Submittal Meeting (Meeting #4 of 5) – via conference call with City

100% Design Submittal Meeting (Meeting #5 of 5) – via conference call with City

### City Responsibilities:

Participation in Design Submittal Meetings

Timely review and comment on 50/75/100% Design Submittals

SWRCB communications regarding design progress and invoicing.

### Project Management

Kennedy/Jenks will provide project management for activities included in this scope of work. This includes monitoring and updating scope progress and schedule, periodic correspondence, coordination with the City and other stakeholders, project administration and quality control which are incorporated within each task listed above. The major project management activities incorporated into the project are listed below:

- Bi-weekly phone calls and emails to keep the City project manager informed of the project status including schedule and budget to be conducted by the Kennedy/Jenks project manager.
- Up to five project progress meetings, one (1) for Kick-off and Project Evaluation (alternative selection), one (1) for the Engineering Report, and one (1) each for the 50/75/100% design submittals. One meeting will be held at City of Newman Public Works, one meeting will be held at Kennedy/Jenks Sacramento Office, and three (3) of the meetings will be held via conference call. Kennedy/Jenks will provide meeting agendas and relevant materials for review, and provide a brief summary and minutes of each meeting.

## **Scope of Services – City of Newman Cr6 Project Design**

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- Monthly invoicing to be submitted to the City.
- Providing City access to key work scope documents throughout the project on the Kennedy/Jenks File Vista site.
- Complete QA/QC review of documents prepared by a Kennedy/Jenks senior engineer prior to submitting them to the City for review.

### **Deliverables:**

Periodic project updates, project communications, meeting agendas and notes, and project invoicing – one hard and one electronic copy

## Scope of Services - ATTACHMENT 1

<b>City of Newman - Cr6 Compliance Design Project</b>	<b>50%</b>	<b>75%</b>	<b>100%</b>
<b>DRAWING SUMMARY</b>	<b>Design</b>	<b>Design</b>	<b>Design</b>
G-1 Well Drilling Cover Sheet, Index and Notes	X	X	X
G-2 Well Drilling Abbreviations, Symbols	X	X	X
C-1 Well Drilling Site Plan	X	X	X
M-1 Well Drilling Mechanical Plan	X	X	X
<b>Well Equipping/Tank/Pump Station/Pipeline</b>			
G-1 Cover Sheet, Index and Notes	X	X	X
G-2 Abbreviations, Symbols	X	X	X
C-1 Demolition	X	X	X
C-2 Site Plan	X	X	X
C-3 Grading and Paving	X	X	X
C-4 Yard Piping and Improvements	X	X	X
C-5 Key Plan - Outfall Piping Plan and Profiles	X	X	X
C-6 Outfall Piping Plan and Profile	X	X	X
C-7 Outfall Piping Plan and Profile	X	X	X
C-8 Outfall Piping Plan and Profile	X	X	X
C-9 Outfall Piping Plan and Profile	X	X	X
C-10 Outfall Piping Plan and Profile	X	X	X
C-11 Details	X	X	X
C-12 Details	X	X	X
C-13 Details	X	X	X
C-14 Details		X	X
CP-1 Tank Cathodic Protection Plan, Section, and Details	X	X	X
M-1 Well Plan, Sections, and Details	X	X	X
M-2 Tank Plan, Section, and Details	X	X	X
M-3 Tank Piping Details	X	X	X
M-4 Tank Piping Connection Details	X	X	X
M-5 Booster Pump Station Plan, Section, and Details	X	X	X
M-6 Chemical Feed System Plan and Sections	X	X	X
M-7 Generator and Fuel Tank Plan, Elevation, and Details	X	X	X
M-8 Building Ventilation Plan and Details	X	X	X
M-9 Mechanical Details 1	X	X	X
M-10 Mechanical Details 2	X	X	X
S-1 Structural General Notes	X	X	X
S-2 Structural Inspections	X	X	X
S-3 Tanks Plans – Foundation and Roof	X	X	X

S-4 Unfolded Tank Sidewall Elevation	X	X	X
S-5 Foundation Details + one equipment pad detail	X	X	X
E-01 Electrical Symbols and Abbreviations	X	X	X
E-02 Meter/Main Switchboard (MMS) One Line & Elevation Diagram	X	X	X
E-03 MCC & ATS One Line Diagram	X	X	X
E-04 MCC Elevation and Schedules	X	X	X
E-05 Well Pump Elementary Diagram	X	X	X
E-06 Booster Pump Elementary Diagram	X	X	X
E-07 Example Interconnection Diagram	X	X	X
E-08 Overall Electrical Site Plan	X	X	X
E-09 Partial Electrical Site Plan - Well Pump Site	X	X	X
E-10 Building Plan - Power, Security, and Fire Alarm	X	X	X
E-11 Building Plan - Lighting and HVAC and photometrics plan	X	X	X
E-12 Conduit & Wire Routing Schedule	X	X	X
E-13 Typical Electrical Details	X	X	X
E-14 Typical Electrical Details	X	X	X
E-15 Typical Electrical Details		X	X
I-01 Instrumentation Symbols and Abbreviations	X	X	X
I-02 P&ID - Well and Storage Tank P&ID	X	X	X
I-03 P&ID Booster Station - Building Status & Generator Status	X	X	X
I-04 P&ID Booster Station - Pump System Sheet 1 of 2	X	X	X
I-05 P&ID Booster Station - Pump System Sheet 1 of 2	X	X	X
I-06 P&ID Booster Station - Chem. Feed System, Sodium Hypochlorite	X	X	X
I-07 Booster Pump Station Network Diagram	X	X	X
I-08 SCADA System Network Diagram	X	X	X
I-09 Control Panel Elevation Schedules	X	X	X
I-10 Control Panel Elementary Diagrams	X	X	X
I-11 Example Digital Loop Diagrams	X	X	X
I-12 Example Analog Loop Diagrams	X	X	X
<b>Total Number of Drawings</b>	<b>61</b>	<b>63</b>	<b>63</b>

City of Newman  
Proposed Project Design Schedule

ID	Task Mode	Task Name	Duration	Start	Finish	October 1		January 1		April 1		July 1		October 1		January 1	
						10/9	11/20	1/1	2/12	3/26	5/7	6/18	7/30	9/10	10/22	12/3	1/14
1		Notice to Proceed	1 day	Tue 11/8/16	Tue 11/8/16												
2		<b>Phase 1: Project Evaluation</b>	<b>80 days</b>	<b>Tue 11/8/16</b>	<b>Mon 2/27/17</b>												
3		Project Evaluation Meeting	14 days	Tue 11/8/16	Fri 11/25/16												
4		Analyze Alternatives	30 days	Tue 11/8/16	Mon 12/19/16												
5		Evaluate Production and Quality Data	20 days	Fri 12/2/16	Thu 12/29/16												
6		Draft TM Review - Conference Call	10 days	Mon 1/9/17	Fri 1/20/17												
7		Final TM Deliverable	7 days	Wed 2/1/17	Thu 2/9/17												
8		<b>Phase 2: Engineering Report</b>	<b>124 days</b>	<b>Thu 12/1/16</b>	<b>Tue 5/23/17</b>												
9		Design Meeting	1 day	Fri 12/2/16	Fri 12/2/16												
10		Land Acquisition (City Provides)	90 days	Thu 12/1/16	Wed 4/5/17												
11		CEQA Compliance (City Provides)	90 days	Thu 12/1/16	Wed 4/5/17												
12		Land Surveying	34 days	Thu 4/6/17	Tue 5/23/17												
13		ER Deliverable	1 day	Tue 5/23/17	Tue 5/23/17												
14		<b>Phase 3: Plans and Specs (50/75/Final)</b>	<b>175 days</b>	<b>Mon 5/1/17</b>	<b>Fri 12/29/17</b>												
15		Final Design Meeting	1 day	Mon 5/1/17	Mon 5/1/17												
16		50% Design	88 days	Tue 5/2/17	Thu 8/31/17												
17		50% Design Review Meeting	1 day	Fri 9/15/17	Fri 9/15/17												
18		75% Design	25 days	Mon 9/18/17	Fri 10/20/17												
19		75% Design Review Meeting	1 day	Fri 11/3/17	Fri 11/3/17												
20		100% Design	40 days	Mon 11/6/17	Fri 12/29/17												

Project: Proposed Project Design Schedule  
Date: Mon 10/31/16

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only			
Summary		Inactive Task		Duration-only		Finish-only			

**Client/Address:** City of Newman  
Public Works Department  
938 Fresno Street  
Newman, CA 95360

**Contract/Proposal Date:** Cr6 Compliance Project – Project Design Services/ 31 October 2016

## Schedule of Charges

01 January 2016

### Personnel Compensation

Classification	Hourly Rate
CAD-Technician .....	\$120
Designer-Senior Technician .....	\$155
Engineer-Scientist-Specialist 1 .....	\$130
Engineer-Scientist-Specialist 2 .....	\$150
Engineer-Scientist-Specialist 3 .....	\$165
Engineer-Scientist-Specialist 4 .....	\$180
Engineer-Scientist-Specialist 5 .....	\$195
Engineer-Scientist-Specialist 6 .....	\$220
Engineer-Scientist-Specialist 7 .....	\$245
Engineer-Scientist-Specialist 8 .....	\$260
Engineer-Scientist-Specialist 9 .....	\$280
Project Administrator.....	\$115
Administrative Assistant .....	\$95
Aide .....	\$75

### Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective August 23, 2016 through August 31, 2017. After August 31, 2017, invoices will reflect a three percent escalation on the schedule of charges provided above.

Proposal Fee Estimate

Kennedy/Jenks Consultants

CLIENT Name: City of Newman  
 PROJECT Description: Cr6 Compliance Project - Design Services  
 Proposal/Job Number: Well/Booster Pump Station/Tank Project Date: 10/25/2016

January 1, 2016 Rates	Eng-Sci-9	Eng-Sci-8	Eng-Sci-7	Eng-Sci-6	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2	Eng-Sci-1	Designer	CAD	Project Administrator	Admin. Assist.	Aide	Total	KJ Labor	KJ Escalation	KJ Comm. Charges	Sub Odel Surveying	Sub Crawford Geotech	Sub Fees	KJ Sub-Markup	KJ ODCs	KJ ODCs Markup	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
Classification:	\$280	\$260	\$245	\$220	\$195	\$180	\$165	\$150	\$130	\$155	\$120	\$115	\$95	\$75	Hours	Fees	0%	0%	Fees	Fees	Fees	10%	Fees	10%				Fees
<b>Phase 1 - Pre-Evaluation (Alternative Selection)</b>																												
Task 1.01 - Draft Technical Memorandum		6	12	20		32	72				14	8	0		164	\$29,140	\$0					\$0	\$300	\$30	\$29,140	\$0	\$330	\$29,470
Task 1.02 - Review Meeting (Assume 1)			4	2			4								10	\$2,080	\$0					\$0	\$300	\$30	\$2,080	\$0	\$330	\$2,410
Task 1.03 - Final Technical Memorandum		6	12	20		20	52				14	8	2		134	\$23,870	\$0					\$0	\$300	\$30	\$23,870	\$0	\$330	\$24,200
Task 1.04 - Project Management			16	4								8			28	\$5,720	\$0					\$0		\$0	\$5,720	\$0	\$0	\$5,720
Task 1.05 - QA/QC	4	8													12	\$3,200	\$0					\$0		\$0	\$3,200	\$0	\$0	\$3,200
															0	\$0	\$0					\$0		\$0	\$0	\$0	\$0	\$0
															0	\$0	\$0					\$0		\$0	\$0	\$0	\$0	\$0
															0	\$0	\$0					\$0		\$0	\$0	\$0	\$0	\$0
<b>Phase 1 - Subtotal</b>	<b>4</b>	<b>20</b>	<b>44</b>	<b>46</b>	<b>0</b>	<b>52</b>	<b>128</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>24</b>	<b>2</b>	<b>0</b>	<b>348</b>	<b>\$64,010</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$900</b>	<b>\$90</b>	<b>\$64,010</b>	<b>\$0</b>	<b>\$990</b>	<b>\$65,000</b>
<b>Phase 2 - Engineering Report (Preliminary Design 30%)</b>																												
Task 2.01 - Preliminary (30%) Design (Basis of Design) Plans/Calcs			20	142			164				160	10	8		504	\$84,310	\$0					\$0.00	\$527	\$53	\$84,310	\$0	\$580	\$84,890
Task 2.02 - Topographic Survey			4	4			4								12	\$2,520	\$0		\$20,000			\$2,000.00		\$0	\$2,520	\$22,000	\$0	\$24,520
Task 2.03 - Geotechnical Report			2	4			4								10	\$2,030	\$0			\$20,000		\$2,000.00		\$0	\$2,030	\$22,000	\$0	\$24,030
Task 2.04 - Review Meeting (Assume 1)			8	8			8								24	\$5,040	\$0					\$0.00	\$500	\$50	\$5,040	\$0	\$550	\$5,590
Task 2.05 - Landscaping Plan			2	2			2								6	\$1,260	\$0		\$5,000			\$500.00		\$0	\$1,260	\$5,500	\$0	\$6,760
Task 2.06 - CEQA Support			2												2	\$490	\$0					\$0.00		\$0	\$490	\$0	\$0	\$490
Task 2.07 - Project Management			40	12								8			60	\$13,360	\$0					\$0.00		\$0	\$13,360	\$0	\$0	\$13,360
Task 2.08 - QA/QC	8	12													20	\$5,360	\$0					\$0.00		\$0	\$5,360	\$0	\$0	\$5,360
															0	\$0	\$0					\$0.00		\$0	\$0	\$0	\$0	\$0
															0	\$0	\$0					\$0.00		\$0	\$0	\$0	\$0	\$0
<b>Phase 2 - Subtotal</b>	<b>8</b>	<b>12</b>	<b>78</b>	<b>172</b>	<b>0</b>	<b>0</b>	<b>182</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>160</b>	<b>18</b>	<b>8</b>	<b>0</b>	<b>638</b>	<b>\$114,370</b>	<b>\$0</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$20,000</b>	<b>\$0</b>	<b>\$4,500</b>	<b>\$1,027</b>	<b>\$103</b>	<b>\$114,370</b>	<b>\$49,500</b>	<b>\$1,130</b>	<b>\$165,000</b>
<b>Phase 3 - Plans/Specifications (50%/75%/Final)</b>																												
Task 3.01 - 50% Design Plans/Calcs			8	62			100				100	10	8		288	\$46,010	\$0					\$0	\$250	\$25	\$46,010	\$0	\$275	\$46,285
Task 3.02 - Review Meeting (Assume 3)			8	8			8								24	\$5,040	\$0					\$0	\$250	\$25	\$5,040	\$0	\$275	\$5,315
Task 3.03 - 75% Design Plans/Calcs			16	124			126				162	10	8		446	\$73,340	\$0					\$0	\$250	\$25	\$73,340	\$0	\$275	\$73,615
Task 3.04 - 75% Design Specs/Estimate			8	16			40					40			104	\$16,680	\$0					\$0	\$250	\$25	\$16,680	\$0	\$275	\$16,955
Task 3.05 - Final Design Plans/Calcs			16	124			126				162	10	8		446	\$73,340	\$0					\$0	\$359	\$36	\$73,340	\$0	\$395	\$73,735
Task 3.06 - Final Design Specs/Estimate			8	16			40					40			104	\$16,680	\$0					\$0	\$250	\$25	\$16,680	\$0	\$275	\$16,955
Task 3.07 - Project Management			60	12								8			80	\$18,260	\$0					\$0		\$0	\$18,260	\$0	\$0	\$18,260
Task 3.08 - QA/QC	16	20													36	\$9,680	\$0					\$0		\$0	\$9,680	\$0	\$0	\$9,680
Task 3.09 - TMF Assessment				24								8			32	\$6,200	\$0					\$0		\$0	\$6,200	\$0	\$0	\$6,200
															0	\$0	\$0					\$0		\$0	\$0	\$0	\$0	\$0
															0	\$0	\$0					\$0		\$0	\$0	\$0	\$0	\$0
															0	\$0	\$0					\$0		\$0	\$0	\$0	\$0	\$0
<b>Phase 3 - Subtotal</b>	<b>16</b>	<b>20</b>	<b>124</b>	<b>386</b>	<b>0</b>	<b>0</b>	<b>440</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>424</b>	<b>126</b>	<b>24</b>	<b>0</b>	<b>1560</b>	<b>\$265,230</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,609</b>	<b>\$161</b>	<b>\$265,230</b>	<b>\$0</b>	<b>\$1,770</b>	<b>\$267,000</b>
<b>All Phases Total</b>	<b>28</b>	<b>52</b>	<b>246</b>	<b>604</b>	<b>0</b>	<b>52</b>	<b>750</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>612</b>	<b>168</b>	<b>34</b>	<b>0</b>	<b>2546</b>	<b>\$443,610</b>	<b>\$0</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$20,000</b>	<b>\$0</b>	<b>\$4,500</b>	<b>\$3,536</b>	<b>\$354</b>	<b>\$443,610</b>	<b>\$49,500</b>	<b>\$3,890</b>	<b>\$497,000</b>

Honorable Mayor and Members  
of the Newman City Council

**APPROVE LAND PURCHASE AND SALE AGREEMENT FOR WATER WELL AND STORAGE TANK**

**RECOMMENDATION:**

Adopt Resolution 2016- , authorizing the City Manager to execute a Land Purchase and Sale Agreement for 2.0+/- acres as the future location of a water well and storage tank(s).

**BACKGROUND:**

The City has been reviewing potential sites to locate a new water well and storage tank(s). After much consideration, it has been determined that preferred site should reside in the boundaries of the future annexation identified as the Northwest Quadrant project area.

**ANALYSIS:**

The City has conducted a test hole immediately adjacent to the proposed site. The results of the test hole indicate the proposed site should provide the City a dependable supply of quality water. In addition, the site will house a storage tank to substantially increase the City's reserve supply in case of an emergency situation. Based upon the current schedule provided by the project engineers, the project should be ready to bid in the Fall of 2017.

The exact dimensions and final configuration of the site will be determined after the completion of the project's design. The agreement helps the City secure the site and sets the price. It should be noted that a portion of the land will be utilized for future right-of-way; since the land is adjacent to the future Jensen Road extension. Cost of the land will total \$80,000; comprised of \$60,000 in cash at the close of escrow and \$20,000 in credits towards the cost of developing the Northwest Quadrant Master Plan and Environmental Impact Report.

**FISCAL IMPACT:**

Funding for the land purchase will be provide through Fund 64 (Water) and Fund 40 (Traffic Impact fees). Final breakdown of charges will be known until after completion of the design phase. Each fund has sufficient monies to fund the purchase.

**CONCLUSION:**

Staff recommends the Council approved the attached Land Purchase and Sale Agreement. The land will serve as the future site for a new water well and storage tank. Due to its proximity Jensen Road a portion of the cost will be charged to the Traffic Impact Fee program. Staff recommends the City purchase the identified land in accordance with the Purchase and Sale Agreement.

**Attachments:**

1. Resolution No. 2016- , authorizing the City Manager to execute a Land Purchase and Sale Agreement for 2.0+/- acres as the future location of a water well and storage tank(s).
2. Land Purchase Agreement

Respectfully submitted,



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

**RESOLUTION NO. 2016-**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LAND PURCHASE AND SALE AGREEMENT FOR 2.0+/- ACRES AS THE FUTURE LOCATION OF A WATER WELL AND STORAGE TANK(S)**

WHEREAS, the City of Newman desires to purchase all or a portion of certain properties described as Stanislaus County APN 026-031-006 for the future location of a water well and storage tank(s).

WHEREAS, the City has been reviewing potential sites to locate a new water well and storage tank(s); and

WHEREAS, said property will house a storage tank to substantially increase the City's reserve supply in case of an emergency situation; and

WHEREAS, a portion of the land will also be utilized for future right-of-way; since the land is adjacent to the future Jensen Road extension; and

WHEREAS, City staff has worked with the property owners to craft a purchase and sale agreement to govern to the sale of 2.0 +/- acres of land; and

WHEREAS, the City and the property owners have reached an agreement on the terms of such purchase; and

WHEREAS, the total purchase price is \$80,000; comprised of \$60,000 in cash at the close of escrow and \$20,000 in credits towards the cost of developing the Northwest Quadrant Master Plan and Environmental Impact Report; and

WHEREAS, funding for the land purchase will be provide through Fund 64 (Water) and Fund 40 (Traffic Impact fees);

NOW, THEREFORE BE IT RESOLVED that the City of Newman does hereby authorize the City Manager to execute a Land Purchase and Sale Agreement for an additional 2.0 +/- acres as the future location of a water well and storage tank(s).

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Newman held on the 8<sup>th</sup> day of November, 2016 by Council Member \_\_\_\_\_, who moved its adoption, which motion was duly seconded and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES: .  
NOES:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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



**REAL PROPERTY PURCHASE AND SALE AGREEMENT  
AND JOINT ESCROW INSTRUCTIONS**  
Between  
**PINEHURST PROPERTIES, INC. and  
THE CITY OF NEWMAN**

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**PREAMBLE**

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is entered into this \_\_\_ day of \_\_\_\_\_, 2016, (“**Effective Date**”), between PINEHURST PROPERTIES, INC., (“**Seller**”), and **THE CITY OF NEWMAN**, a municipal corporation, (“**Buyer**”).

**RECITALS**

**WHEREAS**, Seller is owner in fee of two acres of real property (“**Property**”) located along the north side of Jensen Road, being a portion of the real property known on the Assessor Rolls as Stanislaus County APN 026-031-006. The Property is shown on the map attached hereto as **Exhibit A** and will be described in the legal description to be prepared by a qualified surveyor mutually selected by the parties at Buyer’s cost and expense. When completed and approved by the parties, the legal survey of the Property will replace the map in **Exhibit A**, and the legal description prepared by the surveyor shall be attached hereto as **Exhibit B**.; and

**WHEREAS**, Buyer desires to purchase the Property as the site for a new municipal water well and storage tank as a component of the City of Newman’s domestic water service system; and

**WHEREAS**, Seller is willing to sell the Property to Buyer, and Buyer is willing to purchase the Property from Seller, under the terms and conditions of this Agreement.

**TERMS, CONDITIONS, AND COVENANTS**

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration exchanged between the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I**  
**DEFINED TERMS**

For the purpose of this Agreement, the terms set forth below shall have the following meanings:

1.01 “Close of Escrow” shall mean the date of the recordation of conveyance documents delivering fee simple title to the Property to Buyer and delivery to Seller of the Purchase Price. The parties intend the Close of Escrow to occur within one hundred twenty (120) days from the Effective Date. The parties, by mutual agreement, may extend the Close of Escrow beyond the one hundred twenty (120) day period; provided, however, both parties desire Close of Escrow to occur as soon as possible.

1.02 “Deed” shall mean a grant deed, or similar instruments, conveying title to the Property from Seller to Buyer. Seller warrants that, as of the Effective Date and Close of Escrow, Seller has full, legal and equitable title to convey the Property to Buyer on the terms and conditions of this Agreement.

1.03 “Escrow” shall mean that escrow opened with Escrow Holder (as defined below) pursuant to this Agreement.

1.04 “Escrow Holder” shall mean Chicago Title Insurance Company, 1700 Standiford Ave. Suite 110, Modesto, CA 95350, Attention: Karla Sam-Sin.

1.05 “Escrow Instructions” shall mean (a) the provisions of this Agreement requiring any action by, or compliance on the part of, Escrow Holder, (b) escrow instructions known as “general provisions” which are pro forma escrow instructions for Escrow Holder (to the extent such escrow instructions do not conflict with escrow instructions specifically set forth in this Agreement) and (c) any other supplemental instructions as may from time to time hereafter be signed and delivered by the parties to Escrow Holder. In the event of any conflict between this Agreement and the “general provisions” of Escrow Holder’s pro forma escrow instructions, the escrow instructions contained in this Agreement will govern.

1.06 “Property” shall mean the real property described in the first Recital to this Agreement.

**ARTICLE II**  
**AGREEMENT OF SALE**

2.01 Purchase and Sale. Subject to the terms and provisions of this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property.

2.02 Total Purchase Price. The total purchase price for the Property shall be Eighty Thousand Dollars (\$80,000) comprised of Sixty Thousand (\$60,000) in cash (the “**Cash Price**”) payable at the Close of Escrow and Twenty Thousand Dollars (\$20,000) in credits (the “**Non-Cash Price**”) towards reimbursement obligations of Seller and/or its successors in interest

associated with annexation and development of the NW Quadrant Master Plan. Buyer's obligation to credit Seller the Non-Cash Price shall survive the Close of Escrow until such time as the credits have been provided to Seller.

2.03 Terms of Payments. The Buyer agrees to pay Seller the Cash Price at Close of Escrow.

2.04 Contingencies. The sale is contingent upon:

- (a) City Council approval and ratification of this Agreement as required by law; and
- (b) Seller delivering title to the Property free and clear of monetary liens or any other encumbrance which City finds to be objectionable and Seller is unwilling to remove.

### **ARTICLE III**

#### **SELLER'S REPRESENTATIONS AND WARRANTIES**

Seller covenants, represents, and warrants the following to Buyer:

3.01 Full Authority to Convey All Interest in the Property. Seller has the full right, power and authority to (a) execute this Agreement, and related title documents reasonably required to complete this transaction, (b) perform all of the obligations hereunder and, (c) dispose of or otherwise convey the Property to Seller as described herein. Seller represents that it has secured, or will secure before close of escrow, all appropriate consents necessary, if any, to consummate this Agreement.

3.02 Compliance with Applicable Law and No Pending Litigation Against Property. To Seller's actual knowledge without duty of inquiry, there is no violation of federal, state, local law, code, ordinance, rule, regulation or requirement, nor is there any pending or threatened litigation in connection with Property which would prohibit or affect the sale thereof.

3.03 No Liens Securing Payment or Other Obligations on Property. Seller warrants that Property is not encumbered, or will not be encumbered by the time of close of escrow, by liens securing payment or other obligations which, if not performed, would entitle a third party or entity to foreclose on Property as collateral. The parties agree the real property taxes and assessments will be prorated as of Close of Escrow.

### **ARTICLE IV**

#### **BUYER'S REPRESENTATIONS AND WARRANTIES**

4.01 Buyer represents and warrants to Seller that it has or shall have full authority to perform the obligations of Buyer under the terms and conditions of this Agreement.

**ARTICLE V**  
**ESCROW CLOSING COSTS**

5.01 All costs of Escrow shall be equally shared by the Buyer and Seller.

**ARTICLE VI**  
**TITLE INSURANCE**

6.01 At Close of Escrow, Escrow Holder shall cause the title company to issue to Buyer a standard CLTA policy of title insurance (the “**Title Policy**”) for Property. Before close of escrow, Escrow Holder shall provide buyer with a preliminary title report and copies of all underlying documents.

**ARTICLE VII**  
**ESCROW PROVISIONS**

7.01 Escrow. The transfer of documents and funds contemplated herein for the purchase and sale of Property shall be effected through Escrow at the offices of Escrow Holder. Upon execution of this Agreement by both parties, Seller shall cause the Escrow to be opened with Escrow Holder by delivering a fully executed copy of this Agreement to Escrow Holder and requesting preparation of a pro forma Preliminary Title Report together with all underlying documents relating to the noted exceptions. .

7.02 Conditions to Close of Escrow. The following shall constitute conditions precedent to the Close of Escrow which may be waived only by written waiver executed by Seller or Buyer as applicable:

- (a) Buyer shall have deposited with Escrow Holder the total amount of the Cash Price and all other costs and expenses for which Buyer is responsible under the terms and conditions of this Agreement;
- (c) City’s City Council’s approval and ratification of this Agreement;
- (d) Neither party shall be in breach or default of any provision herein;
- (d) Each of the parties’ warranties and representations as set forth herein are true as of the Close of Escrow;
- (e) Each of the parties shall have deposited with Escrow Holder all of the items required to be deposited into Escrow by them under this Agreement;

- (f) The Escrow Holder shall be committed to issue and shall issue as of the Close of Escrow the Title Policy to Buyer in the amount not less than the Purchase Price ; and
- (g) Buyer shall, to the fullest extent possible, cooperate with Seller on any tax exchange or involuntary exchange pursuant to IRC section 1033 that may result from this transaction.

7.03 Seller's Delivery to Escrow Holder. Prior to Close of Escrow, Seller shall deliver, or cause to be delivered to Escrow Holder, the following:

- (a) The Deed to the Property fully executed and in recordable form;
- (b) A properly executed Tenant Estoppel Certificate from the tenant in a form reasonably approved by Buyer and Seller, or Tenant's acknowledgement of termination of tenancy as to the Property;
- (c) Such other documents reasonably necessary to carry out the provisions of this Agreement.

7.04 Buyer's Delivery to Escrow Holder. On or before Close of Escrow, Buyer shall deliver, or cause to be delivered to Escrow Holder, the following:

- (a) The amount of the Cash Price and such other amounts as Buyer is obligated to pay under the terms and conditions of this Agreement;
- (b) Such other documents which are reasonably necessary to carry out the provisions of this Agreement.

7.05 Close of Escrow. Close of Escrow shall occur as set forth in Section 1.01 when all conditions are met as described herein and when all payments required at Close of Escrow are on deposit with Escrow Holder.

7.06 Escrow Holder's Duties upon Close of Escrow. At Close of Escrow, Escrow Holder shall:

- (a) Record the Deed;
- (b) Prepare any preliminary or change of ownership statements as required by law with respect to Close of Escrow ;
- (c) Deliver the Title Policy as described in this Agreement;
- (d) Deliver to Seller the Cash Price less all costs and expenses for which Seller is responsible under the terms and conditions of this Agreement; and

- (e) Perform such other duties as, in the opinion of Escrow Holder, are reasonably necessary to carry out the terms and provisions of this Agreement.

7.07 Distribution of Escrow Documents. Escrow Holder shall deliver and distribute the following documents:

- (a) Prior to Close of Escrow to each of the parties a proposed and final closing statement for that party;
- (b) After Close of Escrow:
  - (i) To Seller, recorded copies of the deed;
  - (ii) To Buyer, the originals of the grant deed or deeds, the policy of title insurance, and the original executed Tenant Estoppel Certificate or Termination referred to in Section 7.03(b), above; and
  - (iii) To Buyer and Seller, copies of such other documents, if any, not referenced herein and which are recorded at Close of Escrow.

7.08 Supplemental Escrow Instructions. The parties agree to execute such supplemental escrow instructions as Escrow Holder may require to carry out the provisions of this Agreement provided they are not inconsistent with the provisions herein, or with the Agreement, or the Agreement as may hereafter be amended by and between the parties.

## **ARTICLE VIII** **AS-IS PURCHASE**

8.01 Purchase of Property “As-Is.” Buyer agrees that, as of close of escrow, it will be acquiring Property in “as-is” condition with all faults and conditions except as otherwise set forth in this agreement. Except as expressly set forth in Article III, above, Seller makes no warranty or representation pertaining to the Property.

## **ARTICLE IX** **ENVIRONMENTAL SURVEY**

9.01 Prior to Close of Escrow, Buyer, its agents, contractors, and subcontractors shall have the right to enter upon Property, at reasonable times during ordinary business hours, to make any and all inspections, investigations, tests and studies, including, without limitation with regard to hazardous waste, soils, seismic and geological reports, and feasibility studies (collectively “**Studies**”) as may be necessary or desirable in Buyer’s sole judgment and discretion. The costs of any Studies conducted by Buyer shall be borne by Buyer. Buyer shall indemnify and hold Seller harmless from any and all damages arising out of or resulting from the

acts of negligence of Buyer, its agents, contractors, and/or subcontractors in connection with such entry and/or activities upon Property.

**ARTICLE X**  
**WAIVER OF PROVISIONS**

10.01 Waiver by Seller, or Buyer, of any breach of any term, covenant or condition by Buyer or Seller, as the case may be, contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or of any other term, covenant or condition contained in this Agreement by Buyer or Seller as the case may be. Waiver of any provision of this Agreement shall be in writing.

**ARTICLE XI**  
**NOTICES**

11.01 Any notice, demand, approval, consent, or other communication between the parties shall be mailed to the following addresses:

TO SELLER: Pinehurst Properties, Inc.  
1034 12<sup>th</sup> Street  
Modesto, CA 95354  
209-521-9521  
Attention: Russell A. Newman  
russ@ranplc.com

TO BUYER: City Manager  
City of Newman  
P.O. Box 787  
938 Fresno Street  
Newman, California 95360

**ARTICLE XII**  
**BINDING EFFECT**

12.01 This Agreement is binding upon the heirs, executors, successors, and assigns of the parties.

**ARTICLE XIII**  
**MISCELLANEOUS PROVISIONS**

13.01 Further Documents. The parties hereto agree to make, execute and deliver such documents and undertake such other and further acts as may be reasonably necessary or convenient to carry out the intent of the parties to this Agreement.

13.02 Entire Agreement. This Agreement, plus such ancillary agreements as may be executed by the parties not a part of this Purchase Agreement, and any and all related documents

to consummate this Agreement, sets forth the entire Agreement between Sellers and Buyer and supersedes all prior negotiations and agreements, written or oral, concerning or relating to the subject matter hereof.

13.03 Invalidity of Any Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

13.04 Amendments in Writing. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by both parties hereto.

13.05 Time is of the Essence. Time is of the essence in this Agreement and each and every provision hereof. Although time is of the essence in this Agreement, this provision shall not cause an automatic forfeiture and shall be construed in accordance with traditional principles of equity.

13.06 Governing Law. All questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of California.

13.07 Headings. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not to be construed as enlarging or limiting the language following said headings.

13.08 Construction. Whenever the context of this Agreement requires, the singular shall include the plural and the masculine, feminine and neuter shall include the others. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared this Agreement. This Agreement consists of not only this Agreement but any and all related documents necessary to consummate the purchase of the Property.

13.09 Survival of Warranties and Covenants. All of the covenants, representations and warranties set forth herein which are intended to bind the parties after the vesting of title in Buyer shall survive the close of escrow and delivery of the deed(s).

13.10 Execution in Counterpart. The execution of any document, including this Agreement, may be made in counterpart such that each document, when all signatures are appended together, shall constitute a fully executed original or copy thereof. Except for the conveyance documents to be recorded, all other documents may be executed by facsimile signature.

**[Signatures on Following Page]**

**IN WITNESS WHEREOF**, the parties hereto, by their signatures hereinbelow, enter into this Agreement effective on the date first stated above.

**“SELLER”:**

Pinehurst Properties, Inc., a California corporation

By: \_\_\_\_\_  
Russell A. Newman, President  
Pinehurst Properties, Inc.,  
A California Corporation

**“BUYER”:**

City of Newman, A Municipal corporation

By: \_\_\_\_\_  
Michael E. Holland, City Manager  
City of Newman, a Municipal Corporation

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Phaedra A. Norton, City Attorney

ATTEST:

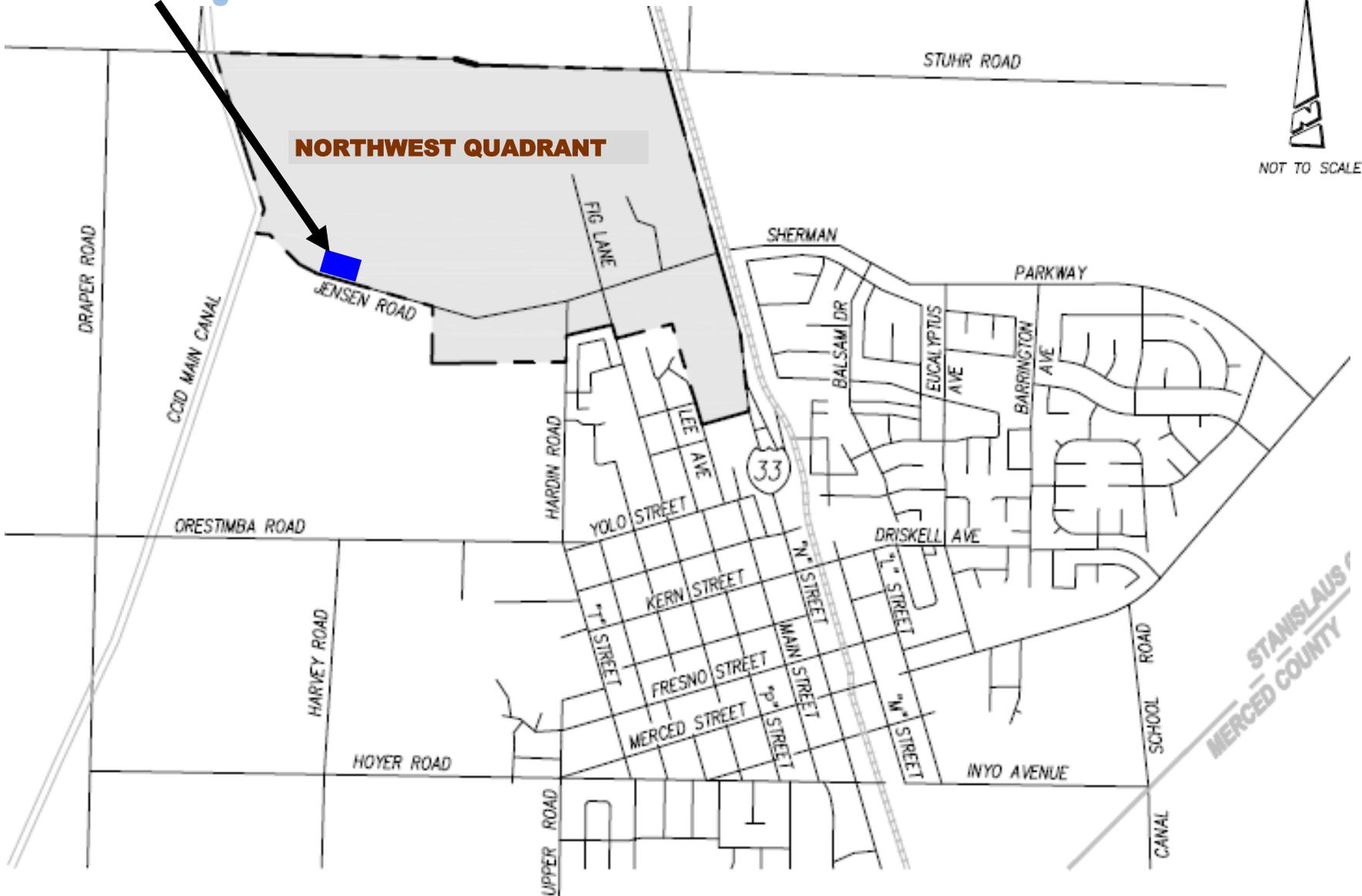
By: \_\_\_\_\_  
Mike Maier, Deputy City Clerk

**EXHIBIT A**

**MAP OF PROPERTY**

[Map to be Attached then Replaced following completion of Survey]

# New Water Storage Tank Site



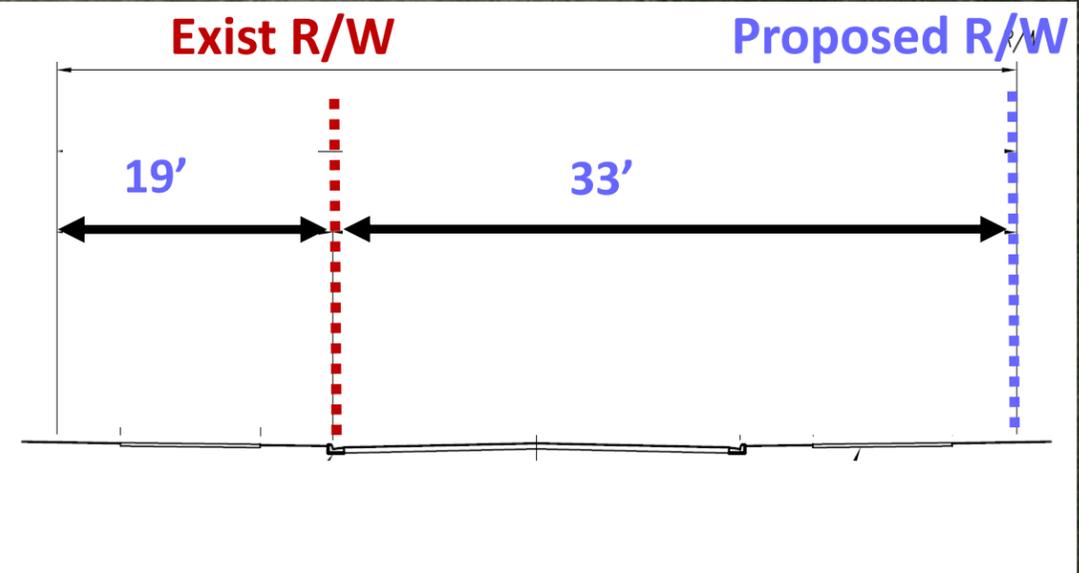
STANISLAUS /  
MERCED COUNTY

**EXHIBIT B**

**LEGAL DESCRIPTION OF THE PROPERTY**

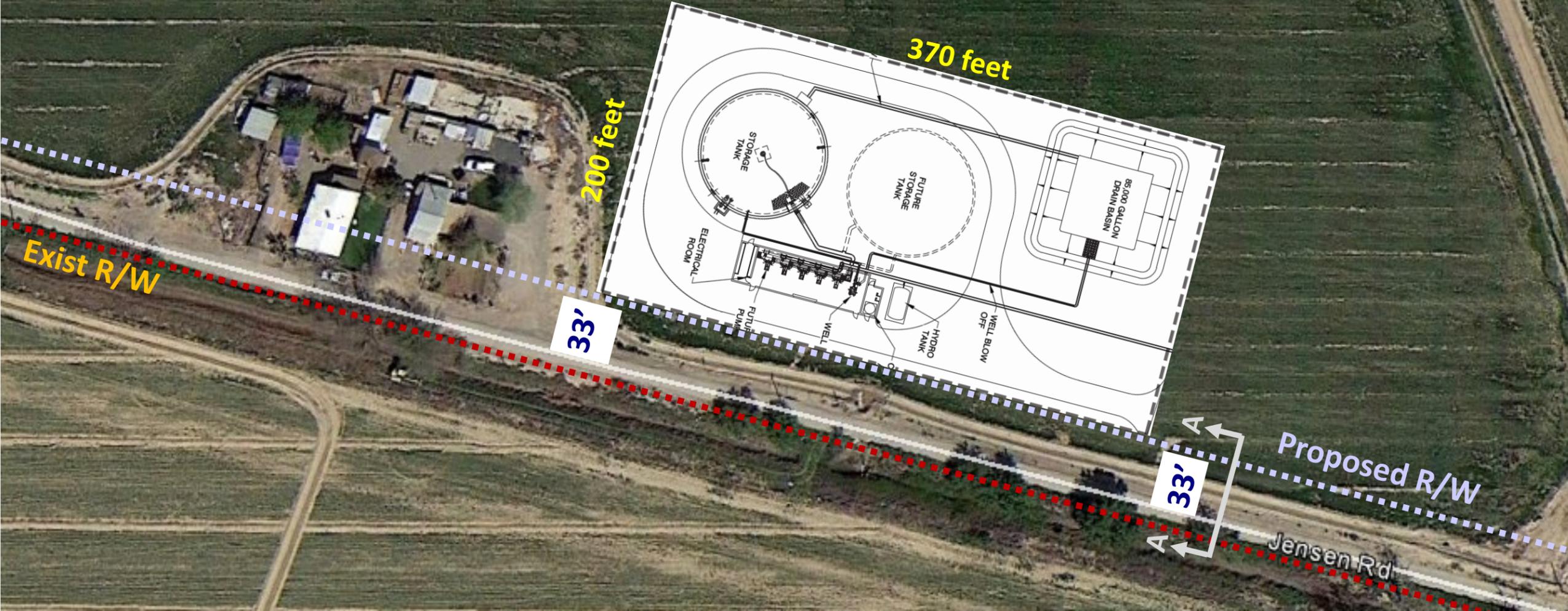
[To Be Attached Following Survey]

# New Water Storage Tank Site: Layout and Area



SECTION A-A

R/W Area				Water Tank Site				Total (sf)	Total (ac)
L (ft)	W (ft)	Area (sf)	Area (ac)	L (ft)	W (ft)	Area (sf)	Area (ac)		
370	33	12,210	0.28	370	200	74,000	1.70	86,210	1.98



**CONVERT PART-TIME COMMUNITY SERVICE OFFICER POSITION TO FULL-TIME**

**RECOMMENDATION:**

It is recommended that the Newman City Council authorized the conversion of one Part-time Community Service Officer to full-time status.

**BACKGROUND:**

The City's current budget allocates funding for 1.5 Community Service Officer (CSO) positions. Since around mid-summer, the part-time position has been vacant. Shortly thereafter, the City recruited for a replacement. However, the recruitment was unsuccessful and the position has remained vacant. After some discussion and considering the desires of the Council, City staff believes it may be time to make some changes to the Part-time position.

**ANALYSIS:**

As previously noted, the City budget allows for one full-time and one part-time CSO. The part-time position spent a majority of the time on both abandon vehicle abatements and property abatements. The full-time position is mainly responsible for the animal control, including the shelter, but includes some property abatement.

Based upon recent discussions with the Council, staff believes the City would benefit from a full-time CSO position that focuses on City Code non-compliance issues. These issues include property abatements, recreational vehicle storage, illegal signage, business license compliance, water regulations, and planning related issues. If approved, the converted CSO position would be relocated from the Police Department to City Hall and supervision of the position would be transferred to the Planning Department.

Should the Council approve the change, it is anticipated that the CSO position within the Police Department would continue to focus their efforts on animal control, abandon vehicle abatement and evidence room. The converted CSO position stationed at City Hall would concentrate on quality of life issues and community aesthetics.

**FISCAL IMPACT:**

The cost to convert the position to full-time status is approximately \$31,000 per year. Should the Council approve this request, it is anticipate the position would go live around February 2017. Impact to the 2016/17 budget is anticipate to be around \$5,000.

**CONCLUSION:**

The recent vacancy of the part-time CSO position has provided staff an opportunity to discuss how to better respond to the concerns Council members have shared regarding quality of life and community aesthetics issues. Converting the part-time position to full-time and relocating the position to City Hall will provide the City a dedicated position to address issues of non-compliance with the City Code. It should also improve communication and coordination with staff that address City Code issues on a regular basis.

Respectfully Submitted,



Michael E. Holland  
City Manager



**AGENDA**  
**NEWMAN PLANNING COMMISSION**  
**REGULAR MEETING OF NOVEMBER 17, 2016**  
**CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET**

**NOVEMBER 17, 2016 MEETING CANCELLED**



**AGENDA**  
**NEWMAN CITY COUNCIL**  
**REGULAR MEETING NOVEMBER 22, 2016**  
**CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET**

**NOVEMBER 22, 2016 MEETING CANCELLED**