



AGENDA
NEWMAN CITY COUNCIL
SPECIAL MEETING JULY 25, 2023
CITY HALL CONFERENCE ROOM, 6:30 P.M., 938 FRESNO STREET

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.) AND THE FEDERAL AMERICANS WITH DISABILITIES ACT

- 1. Call To Order.**
- 2. Roll Call.**
- 3. Items From The Public.**
- 4. Adjourn To Closed Session**
 - a. Conference With Labor Negotiator - Agency Negotiator: Michael E. Holland - Employee Organizations: Management, Supervisory And Confidential Bargaining Unit - G.C. 54957.6.
 - b. Public Employee Personnel Evaluation - Title of Employee: City Manager - G.C. 54957.
 - c. Conference With Legal Counsel, Initiation Of Litigation Pursuant To California Government Code Section 54956.9(d)(4), (One Case).
 - d. Return To Open Session.
- 5. Adjournment.**



AGENDA
NEWMAN CITY COUNCIL
REGULAR MEETING JULY 25, 2023
CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.) AND THE FEDERAL AMERICANS WITH DISABILITIES ACT

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/Check Register](#))
 - c. Approval Of Minutes Of The July 11, 2023 Meetings. ([View Minutes](#))
9. **Public Hearings.**
10. **Regular Business**
 - a. Authorize The Mayor To Execute An Employment Agreement With The City Manager. ([View Report](#))
 - b. Authorize The City Manager To Execute Employment Agreements With The City Clerk And Director Of Finance. ([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

July 25 – City Council - 7:00 P.M.

August 1 – National Night Out – Sherman Park – 6:00 P.M. To 8:00 P.M.

August 4 – Downtown Market – Downtown Plaza – 3:00 P.M. To 8:00 P.M.

August 5 – Outdoor Movie Night –DC League of Super-Pets – Sherman Park - 8:00 P.M.

August 8 – City Council - 7:00 P.M.

August 17 – Planning Commission – 7:00 P.M.

August 22 – City Council - 7:00 P.M.



AP Check Register

July 6, 2023 through July 18, 2023

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
AAA Business Supplies & Interiors	63-56-6300	\$ 10.10	122793	7/11/2023	Receipt Book
AAA Business Supplies & Interiors	60-50-6300	\$ 10.10	122793	7/11/2023	Receipt Book
AAA Business Supplies & Interiors	10-14-6300	\$ 10.11	122793	7/11/2023	Receipt Book
		\$ 30.31	122793 Total		
Aleman Maria	10-00-2840	\$ 300.00	122794	7/11/2023	Memorial Building Rental DepositRefund/ Aleman
		\$ 300.00	122794 Total		
Amazon Capital Services	10-22-6690	\$ 222.08	122795	7/11/2023	Large Animal Emergency Rescue
Amazon Capital Services	10-22-6690	\$ 191.88	122795	7/11/2023	Training Manual
Amazon Capital Services	10-22-6300	\$ 18.32	122795	7/11/2023	Hooks
		\$ 432.28	122795 Total		
Amazon Capital Services	10-22-6300	\$ 107.86	122852	7/12/2023	Dog & Cat Rescue Mask Set
		\$ 107.86	122852 Total		
Animal Damage Management, Inc	69-47-6200	\$ 810.00	122796	7/11/2023	Gopher, Ground Squirrel, VoleControl@ Sherman, BarringtonPa
		\$ 810.00	122796 Total		
AutoZone MS #1	63-56-6530	\$ 3.12	122797	7/11/2023	Bug Remover
AutoZone MS #1	60-50-6530	\$ 3.13	122797	7/11/2023	Bug Remover
		\$ 6.25	122797 Total		
Badger Meter	63-56-6350	\$ 352.48	122853	7/12/2023	Brass Meters
		\$ 352.48	122853 Total		
Baker Dorothy June	10-44-6225	\$ 117.40	122798	7/11/2023	Edger Repairs
Baker Dorothy June	10-44-6225	\$ 271.52	122798	7/11/2023	Edger Repairs
Baker Dorothy June	10-44-6225	\$ 388.34	122798	7/11/2023	Trimmer
		\$ 777.26	122798 Total		
Barbour Julie	63-56-6200	\$ 620.68	122799	7/11/2023	Pyrethroid Outreach
Barbour Julie	60-50-6200	\$ 620.68	122799	7/11/2023	Pyrethroid Outreach
		\$ 1,241.36	122799 Total		
Bautista de Godoy Maria	10-00-2840	\$ 300.00	122800	7/11/2023	Memorial Building Rental DepositRefund/ Bautista de Godoy
		\$ 300.00	122800 Total		
Bertolotti Newman Disposal	69-47-6220	\$ 225.92	122802	7/11/2023	40 Yard Trash Bin Dumping@CorpYard/ June 2023
Bertolotti Newman Disposal	69-47-6220	\$ 693.59	122802	7/11/2023	26 Yard Trash Bin & StreetSweepingDebris/ June 2023
Bertolotti Newman Disposal	10-33-6220	\$ 225.93	122802	7/11/2023	40 Yard Trash Bin Dumping@CorpYard/ June 2023
Bertolotti Newman Disposal	10-33-6220	\$ 693.59	122802	7/11/2023	26 Yard Trash Bin & StreetSweepingDebris/ June 2023
		\$ 1,839.03	122802 Total		
Bertolotti Newman Disposal, Inc	10-00-5730	\$ 19,275.68	122801	7/11/2023	Monthly Contract GarbageService/June 2023
Bertolotti Newman Disposal, Inc	10-41-6200	\$ 76,088.23	122801	7/11/2023	Monthly Contract GarbageService/June 2023
Bertolotti Newman Disposal, Inc	10-00-5080	\$ (14,203.14)	122801	7/11/2023	Monthly Contract GarbageService/June 2023
Bertolotti Newman Disposal, Inc	10-00-5733	\$ (5,072.54)	122801	7/11/2023	Monthly Contract GarbageService/June 2023



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		\$ 76,088.23	122801 Total		
Borrelli Travis	69-47-6200	\$ 185.74	122872	7/12/2023	Portable Restroom RentalService
		\$ 185.74	122872 Total		
Bowen Keith	10-22-6690	\$ 430.00	122854	7/12/2023	Reimbursement for Training/ Bowen
		\$ 430.00	122854 Total		
BRADY INDUSTRIES	10-44-6300	\$ 5.15	122803	7/11/2023	Miscellaneous Cleaning Supplies
BRADY INDUSTRIES	10-07-6300	\$ 10.31	122803	7/11/2023	Miscellaneous Cleaning Supplies
BRADY INDUSTRIES	10-22-6300	\$ 5.16	122803	7/11/2023	Miscellaneous Cleaning Supplies
BRADY INDUSTRIES	10-22-6300	\$ 10.25	122803	7/11/2023	Miscellaneous Cleaning Supplies
BRADY INDUSTRIES	10-44-6660	\$ 41.22	122803	7/11/2023	Miscellaneous Cleaning Supplies
BRADY INDUSTRIES	10-46-6300	\$ 10.25	122803	7/11/2023	Miscellaneous Cleaning Supplies
BRADY INDUSTRIES	10-21-6300	\$ 20.49	122803	7/11/2023	Miscellaneous Cleaning Supplies
BRADY INDUSTRIES	10-44-6670	\$ 20.61	122803	7/11/2023	Miscellaneous Cleaning Supplies
BRADY INDUSTRIES	10-07-6300	\$ 20.50	122803	7/11/2023	Miscellaneous Cleaning Supplies
BRADY INDUSTRIES	10-44-6660	\$ 240.34	122803	7/11/2023	Miscellaneous Cleaning Supplies
BRADY INDUSTRIES	10-44-6670	\$ 40.98	122803	7/11/2023	Miscellaneous Cleaning Supplies
BRADY INDUSTRIES	10-44-6660	\$ 81.98	122803	7/11/2023	Miscellaneous Cleaning Supplies
BRADY INDUSTRIES	10-22-6300	\$ 30.05	122803	7/11/2023	Miscellaneous Cleaning Supplies
BRADY INDUSTRIES	10-46-6300	\$ 5.15	122803	7/11/2023	Miscellaneous Cleaning Supplies
BRADY INDUSTRIES	10-46-6300	\$ 30.04	122803	7/11/2023	Miscellaneous Cleaning Supplies
BRADY INDUSTRIES	10-07-6300	\$ 60.09	122803	7/11/2023	Miscellaneous Cleaning Supplies
BRADY INDUSTRIES	10-44-6300	\$ 30.04	122803	7/11/2023	Miscellaneous Cleaning Supplies
BRADY INDUSTRIES	10-21-6300	\$ 10.30	122803	7/11/2023	Miscellaneous Cleaning Supplies
BRADY INDUSTRIES	10-07-6665	\$ 30.04	122803	7/11/2023	Miscellaneous Cleaning Supplies
BRADY INDUSTRIES	10-21-6300	\$ 60.08	122803	7/11/2023	Miscellaneous Cleaning Supplies
BRADY INDUSTRIES	10-44-6670	\$ 120.16	122803	7/11/2023	Miscellaneous Cleaning Supplies
BRADY INDUSTRIES	10-07-6665	\$ 10.25	122803	7/11/2023	Miscellaneous Cleaning Supplies
BRADY INDUSTRIES	10-44-6300	\$ 10.24	122803	7/11/2023	Miscellaneous Cleaning Supplies
BRADY INDUSTRIES	10-07-6665	\$ 5.15	122803	7/11/2023	Miscellaneous Cleaning Supplies
		\$ 908.83	122803 Total		
CALIFORNIA CONSULTING, INC	10-02-6200	\$ 1,000.00	122855	7/12/2023	Grant writing/Lobbying
CALIFORNIA CONSULTING, INC	60-50-6200	\$ 1,000.00	122855	7/12/2023	Grant writing/Lobbying
CALIFORNIA CONSULTING, INC	63-56-6200	\$ 1,000.00	122855	7/12/2023	Grant writing/Lobbying
		\$ 3,000.00	122855 Total		
Cardmember Service	17-50-7121	\$ 2,816.50	122804	7/11/2023	Document Recording
Cardmember Service	60-50-6420	\$ 205.53	122804	7/11/2023	Telephone Service/Long DistanceJune 2023
Cardmember Service	10-45-6739	\$ 220.65	122804	7/11/2023	Teen Center Snack Bar Supplies
Cardmember Service	10-45-6724	\$ 24.80	122804	7/11/2023	Puss in Boots



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Cardmember Service	10-45-6724	\$ 960.00	122804	7/11/2023	Puss in Boots & Super Pets
Cardmember Service	10-45-6724	\$ 67.09	122804	7/11/2023	Movie Night Supplies
Cardmember Service	10-45-6722	\$ 26.61	122804	7/11/2023	Fit Kids Supplies
Cardmember Service	10-21-6330	\$ 176.20	122804	7/11/2023	Postage
Cardmember Service	60-50-6200	\$ 36.33	122804	7/11/2023	Ayera
Cardmember Service	10-21-6300	\$ 217.00	122804	7/11/2023	Lollipops
Cardmember Service	63-56-6635	\$ 375.00	122804	7/11/2023	CRWA Training/ Bruss
Cardmember Service	63-56-6300	\$ 53.93	122804	7/11/2023	Water Cooler Rack
Cardmember Service	69-47-6300	\$ 1,208.16	122804	7/11/2023	Dog Waste Station
Cardmember Service	10-22-6300	\$ (225.80)	122804	7/11/2023	Refund for Training Manuals
Cardmember Service	10-22-6690	\$ 95.00	122804	7/11/2023	Child Safety Seat Checks Renewal
Cardmember Service	10-21-6635	\$ 365.00	122804	7/11/2023	California Police Chiefs Association Membership/ Richardson
Cardmember Service	10-45-6739	\$ 217.81	122804	7/11/2023	Teen Center Snack Bar Supplies
Cardmember Service	63-56-6300	\$ 7.00	122804	7/11/2023	Prime Shine Car Wash
Cardmember Service	10-22-6300	\$ 28.75	122804	7/11/2023	Postage
Cardmember Service	10-21-6300	\$ 209.06	122804	7/11/2023	Nitrile Gloves
Cardmember Service	10-45-6739	\$ 37.86	122804	7/11/2023	Teen Center Snack Bar Supplies
Cardmember Service	63-56-6200	\$ 5.39	122804	7/11/2023	Prime
Cardmember Service	10-22-6420	\$ 404.91	122804	7/11/2023	Telephone Service/Long DistanceJune 2023
Cardmember Service	63-56-6200	\$ 36.33	122804	7/11/2023	Ayera
Cardmember Service	10-22-6530	\$ 233.33	122804	7/11/2023	PR55 Supplies
Cardmember Service	10-45-6739	\$ 268.22	122804	7/11/2023	Teen Center Snack Bar Supplies
Cardmember Service	10-45-6420	\$ 205.53	122804	7/11/2023	Telephone Service/Long DistanceJune 2023
Cardmember Service	10-22-6300	\$ 110.80	122804	7/11/2023	Heart Saver First Aid Cards
Cardmember Service	10-22-6300	\$ 225.80	122804	7/11/2023	Training Manuals
Cardmember Service	60-50-6300	\$ 7.00	122804	7/11/2023	Prime Shine Car Wash
Cardmember Service	10-22-6530	\$ 31.76	122804	7/11/2023	PR55 Mount
Cardmember Service	10-45-6739	\$ 141.20	122804	7/11/2023	Teen Center Snack Bar Supplies
Cardmember Service	63-56-6420	\$ 205.53	122804	7/11/2023	Telephone Service/Long DistanceJune 2023
Cardmember Service	10-21-6420	\$ 169.98	122804	7/11/2023	Internet Service Newman toCeres/PD/ 7 -6-23 to8-5-23
Cardmember Service	10-21-6635	\$ 155.00	122804	7/11/2023	California Police Chiefs Association Membership/ Short
Cardmember Service	10-45-6300	\$ 34.62	122804	7/11/2023	Teen Center Supplies
Cardmember Service	60-50-6200	\$ 5.39	122804	7/11/2023	Prime
Cardmember Service	10-21-6695	\$ 795.00	122804	7/11/2023	FBI-Leeda
Cardmember Service	10-14-6200	\$ 36.34	122804	7/11/2023	Ayera
Cardmember Service	10-45-6300	\$ 20.00	122804	7/11/2023	Teen Center Snack Bar
Cardmember Service	17-50-7121	\$ 1.25	122804	7/11/2023	Parking
Cardmember Service	63-56-6300	\$ 64.71	122804	7/11/2023	Hitches



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Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
Cardmember Service	10-45-6722	\$ 71.19	122804	7/11/2023	Fit Kids Supplies
Cardmember Service	10-22-6300	\$ 225.80	122804	7/11/2023	Training Manuals
Cardmember Service	10-14-6420	\$ 205.53	122804	7/11/2023	Telephone Service/Long DistanceJune 2023
Cardmember Service	10-22-6300	\$ 470.28	122804	7/11/2023	Tactical Pants
Cardmember Service	10-22-6300	\$ 85.88	122804	7/11/2023	Prevention Supplies
Cardmember Service	10-44-6200	\$ 5.39	122804	7/11/2023	Prime
Cardmember Service	10-45-6735	\$ 2,558.56	122804	7/11/2023	Paint for Soccer Fields
Cardmember Service	10-45-6690	\$ 50.03	122804	7/11/2023	Gas
Cardmember Service	10-45-6739	\$ 98.78	122804	7/11/2023	Teen Center Snack Bar Supplies
Cardmember Service	10-22-6300	\$ 57.50	122804	7/11/2023	Postage
Cardmember Service	10-22-6300	\$ 23.17	122804	7/11/2023	Postage
Cardmember Service	10-21-6208	\$ 19.71	122804	7/11/2023	Animal Supplies
Cardmember Service	10-21-6300	\$ 21.52	122804	7/11/2023	Filter
		\$ 14,173.91	122804 Total		
CBA (ADMIN FEES)	10-00-2261	\$ 305.50	122856	7/12/2023	Dental-Vision Admin Fees/July 2023
		\$ 305.50	122856 Total		
Cen-Cal Auto & Truck Parts/ NAPA	69-47-6300	\$ 10.24	122823	7/11/2023	Booster Pump
Cen-Cal Auto & Truck Parts/ NAPA	60-50-6300	\$ 46.48	122823	7/11/2023	Corrosion Prevent, Wire Brush
Cen-Cal Auto & Truck Parts/ NAPA	10-22-6530	\$ 6.46	122823	7/11/2023	Bug Cleaner
Cen-Cal Auto & Truck Parts/ NAPA	10-22-6300	\$ 1.61	122823	7/11/2023	Funnel
Cen-Cal Auto & Truck Parts/ NAPA	10-21-6300	\$ 2,943.91	122823	7/11/2023	Jetstream Cooler
Cen-Cal Auto & Truck Parts/ NAPA	10-21-6530	\$ 206.95	122823	7/11/2023	Battery
Cen-Cal Auto & Truck Parts/ NAPA	60-50-6300	\$ 52.93	122823	7/11/2023	Red Tacky Grease, Freon, Battery Cleaner
Cen-Cal Auto & Truck Parts/ NAPA	10-44-6300	\$ 15.09	122823	7/11/2023	Oil Absorbent
Cen-Cal Auto & Truck Parts/ NAPA	10-21-6530	\$ 2.94	122823	7/11/2023	Fuse
		\$ 3,286.61	122823 Total		
Center for Human Services	18-01-6660	\$ 3,000.00	122857	7/12/2023	ARPA Food Distribution
		\$ 3,000.00	122857 Total		
Civic Well	17-33-7745	\$ 25.25	122805	7/11/2023	T St Planning
		\$ 25.25	122805 Total		
COMCAST CABLE	10-46-6200	\$ 10.25	122806	7/11/2023	Cable Service at Corp Yard
		\$ 10.25	122806 Total		
CSJVRMA	60-50-6631	\$ 26,046.00	122858	7/12/2023	23-24 1st Quarter DepositEmployment Practices/Liability
CSJVRMA	63-56-6632	\$ 62,305.00	122858	7/12/2023	23-24 1st Quarter DepositEmployment Practices/Liability
CSJVRMA	10-00-2292	\$ 70,431.00	122858	7/12/2023	23-24 1st Quarter DepositEmployment Practices/Liability
CSJVRMA	10-15-6631	\$ 26,046.00	122858	7/12/2023	23-24 1st Quarter DepositEmployment Practices/Liability
CSJVRMA	10-15-6632	\$ 62,305.00	122858	7/12/2023	23-24 1st Quarter DepositEmployment Practices/Liability
CSJVRMA	60-50-6632	\$ 62,305.00	122858	7/12/2023	23-24 1st Quarter DepositEmployment Practices/Liability



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CSJVRMA	63-56-6631	\$ 26,057.00	122858	7/12/2023	23-24 1st Quarter DepositEmployment Practices/Liability
		\$ 335,495.00	122858 Total		
Dittos	10-21-6300	\$ 66.41	122859	7/12/2023	Overtime Request Forms
		\$ 66.41	122859 Total		
DJ Francis Electric	63-56-6225	\$ 150.00	122807	7/11/2023	Repair on Transducer
		\$ 150.00	122807 Total		
Dust Control by Dennis, LLC	60-50-6200	\$ 3,831.00	122808	7/11/2023	Dust Off Application Service6-19-23
		\$ 3,831.00	122808 Total		
ECONOMIC TIRE SHOP	10-33-6530	\$ 10.00	122809	7/11/2023	Tire Repair/ PW
ECONOMIC TIRE SHOP	69-47-6530	\$ 10.00	122809	7/11/2023	Tire Repair/ PW
		\$ 20.00	122809 Total		
El Dorado Hills Fire Department	10-22-6690	\$ 695.00	122860	7/12/2023	Fire Inspector 1c & 1d Course/Lagrutta
		\$ 695.00	122860 Total		
EMC Planning Group, Inc	40-06-6245	\$ 12,085.45	122810	7/11/2023	6th Cycle Housing Element
		\$ 12,085.45	122810 Total		
ENVIRONMENTAL TECHNIQUES	60-50-6300	\$ 4,500.00	122811	7/11/2023	Pro Oxidizer
		\$ 4,500.00	122811 Total		
FGL ENVIRONMENTAL, INC	60-50-6200	\$ 5,743.75	122812	7/11/2023	Inorganic Analysis , SupportAnalysis
		\$ 5,743.75	122812 Total		
Garcia Armando	10-44-6200	\$ 1,703.00	122849	7/11/2023	General Tree Services
		\$ 1,703.00	122849 Total		
GARTON TRACTOR	60-50-6300	\$ 2,013.87	122813	7/11/2023	Backhoe Repairs
GARTON TRACTOR	60-50-6300	\$ 3,412.50	122813	7/11/2023	Backhoe Repairs
GARTON TRACTOR	60-50-6300	\$ 90.63	122813	7/11/2023	Coupling, Hose
		\$ 5,517.00	122813 Total		
GEOANALYTICAL LAB, INC.	60-50-6200	\$ 200.00	122814	7/11/2023	BOD, TSS
GEOANALYTICAL LAB, INC.	63-56-6200	\$ 1,795.00	122814	7/11/2023	TTHM, HAA5, EDT Reporting
GEOANALYTICAL LAB, INC.	60-50-6200	\$ 120.00	122814	7/11/2023	BOD, TSS
GEOANALYTICAL LAB, INC.	63-56-6200	\$ 148.00	122814	7/11/2023	Bacti
GEOANALYTICAL LAB, INC.	63-56-6200	\$ 338.25	122814	7/11/2023	1,2,3 TCP, EDT Reporting
GEOANALYTICAL LAB, INC.	60-50-6200	\$ 577.00	122814	7/11/2023	BOD, TSS, Nitrate as N. TKN.Total Nitrogen .TDS
GEOANALYTICAL LAB, INC.	60-50-6200	\$ 120.00	122814	7/11/2023	BOD, TSS
GEOANALYTICAL LAB, INC.	63-56-6200	\$ 275.75	122814	7/11/2023	Asbestos, EDT Reporting
GEOANALYTICAL LAB, INC.	60-50-6200	\$ 120.00	122814	7/11/2023	BOD, TSS
GEOANALYTICAL LAB, INC.	63-56-6200	\$ 148.00	122814	7/11/2023	Bacti
GEOANALYTICAL LAB, INC.	63-56-6200	\$ 2,985.55	122814	7/11/2023	Arsenic, EDT Reporting
GEOANALYTICAL LAB, INC.	60-50-6200	\$ 120.00	122814	7/11/2023	BOD, TSS
GEOANALYTICAL LAB, INC.	60-50-6200	\$ 120.00	122814	7/11/2023	BOD, TSS



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GEOANALYTICAL LAB, INC.	63-56-6200	\$ 111.00	122814	7/11/2023	Bacti
GEOANALYTICAL LAB, INC.	63-56-6200	\$ 443.75	122814	7/11/2023	Nitrate as N, Perchlorate, EDT Reporting
GEOANALYTICAL LAB, INC.	63-56-6200	\$ 148.00	122814	7/11/2023	Bacti
GEOANALYTICAL LAB, INC.	63-56-6200	\$ 35.00	122814	7/11/2023	Nitrate as N, EDT Reporting
GEOANALYTICAL LAB, INC.	60-50-6200	\$ 120.00	122814	7/11/2023	BOD, TSS
GEOANALYTICAL LAB, INC.	63-56-6200	\$ 148.00	122814	7/11/2023	Bacti
GEOANALYTICAL LAB, INC.	63-56-6200	\$ 136.00	122814	7/11/2023	Bacti
GEOANALYTICAL LAB, INC.	63-56-6200	\$ 148.00	122814	7/11/2023	Bacti
GEOANALYTICAL LAB, INC.	63-56-6200	\$ 185.00	122814	7/11/2023	Bacti
GEOANALYTICAL LAB, INC.	63-56-6200	\$ 185.00	122814	7/11/2023	Bacti
		\$ 8,727.30	122814 Total		
GEORGE W. LOWRY, INC	60-50-6230	\$ 1,577.19	122815	7/11/2023	450 Gallons Dyed DieselDelivered@WWTP
		\$ 1,577.19	122815 Total		
Guerrero's Tire and Auto Repair, LLC	10-21-6530	\$ 30.00	122816	7/11/2023	Repair of Flat Tire on FordInterceptor/PD
Guerrero's Tire and Auto Repair, LLC	10-21-6530	\$ 30.00	122816	7/11/2023	Repair of Flat Tire on FordInterceptor/FD
		\$ 60.00	122816 Total		
JOCELYN ROLAND, Ph.D.	17-21-6200	\$ 6,750.00	122866	7/12/2023	PD annual contract FY 2023-2024
		\$ 6,750.00	122866 Total		
JOE'S LANDSCAPING & CONCR	69-47-6200	\$ 11,783.75	122817	7/11/2023	Maintenance Service For TheMohth of June
JOE'S LANDSCAPING & CONCR	24-32-7727	\$ 8,776.00	122817	7/11/2023	Sidewalk Repairs
JOE'S LANDSCAPING & CONCR	24-32-7727	\$ 6,400.00	122817	7/11/2023	Sidewalk Repairs
		\$ 26,959.75	122817 Total		
Koff and Associates	63-56-6200	\$ 113.33	122818	7/11/2023	Professional Services RenderedThrough 6-30-23
Koff and Associates	60-50-6200	\$ 113.33	122818	7/11/2023	Professional Services RenderedThrough 6-30-23
Koff and Associates	10-14-6200	\$ 113.34	122818	7/11/2023	Professional Services RenderedThrough 6-30-23
		\$ 340.00	122818 Total		
Landeros Zeke	10-00-2840	\$ (150.00)	122819	7/11/2023	Memorial Building Rental DepositRefund/ Landeros
Landeros Zeke	10-00-2840	\$ 300.00	122819	7/11/2023	Memorial Building Rental DepositRefund/ Landeros
		\$ 150.00	122819 Total		
Liebert Cassidy Whitmore	10-15-6200	\$ 1,759.50	122820	7/11/2023	Professional Services RenderedThrough 5-31-23
Liebert Cassidy Whitmore	10-15-6200	\$ 4,054.50	122820	7/11/2023	Professional Services RenderedThrough 5-31-23
		\$ 5,814.00	122820 Total		
Mendoza Jesus	10-00-5095	\$ 79.00	122861	7/12/2023	Refund for Business License Application/ Mendoza
		\$ 79.00	122861 Total		
Merlin Graphics	10-22-6300	\$ 186.73	122821	7/11/2023	T Shirts/ FD
		\$ 186.73	122821 Total		
MID VALLEY IT, INC	10-03-6310	\$ 74.79	122822	7/11/2023	SSL Certificate Renewal
		\$ 74.79	122822 Total		



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Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
NBS	69-47-6200	\$ 3,118.99	122862	7/12/2023	Quarterly Admin Fees 7-1-23 thru9-30-23/LLD
		\$ 3,118.99	122862 Total		
NEWMAN ACE HARDWARE/JACT,	10-45-6300	\$ 39.95	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	10-44-6300	\$ 8.31	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	10-21-6300	\$ 6.02	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	10-46-6300	\$ 4.29	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	69-47-6300	\$ 13.57	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	10-44-6300	\$ 29.12	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	10-07-6300	\$ 14.83	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	10-44-6300	\$ 47.41	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	10-44-6300	\$ 21.56	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	10-46-6300	\$ 14.01	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	10-44-6300	\$ 17.25	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	10-22-6300	\$ 1.10	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	10-33-6300	\$ 66.41	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	60-50-6300	\$ 1.40	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	63-56-6300	\$ 2.90	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	10-07-6300	\$ 28.23	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	10-07-6300	\$ 5.80	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	10-07-6300	\$ 18.33	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	63-56-6300	\$ (25.88)	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	10-44-6300	\$ 7.95	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	63-56-6300	\$ 25.88	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	10-33-6300	\$ 4.08	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	10-45-6300	\$ 2.90	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	10-22-6300	\$ 7.29	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	10-46-6300	\$ 2.56	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	10-44-6300	\$ 7.54	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	69-47-6300	\$ 32.35	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	10-44-6300	\$ 32.35	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
NEWMAN ACE HARDWARE/JACT,	69-47-6300	\$ 25.80	122826	7/11/2023	Batteries, Misc Tools, Light Bulbs,Cleaning Supplies
		\$ 463.31	122826 Total		
Newman City Tow Service, Inc	10-21-6530	\$ 200.00	122825	7/11/2023	Towing of Ford Interceptor/ PD
		\$ 200.00	122825 Total		
NEWMAN FIREFIGHTERS, INC.	10-22-6690	\$ 90.31	122824	7/11/2023	Reimbursement for BPO Dinner Supplies
		\$ 90.31	122824 Total		
North Star Engineering Group, Inc	18-32-7739	\$ 3,730.00	122827	7/11/2023	Professional Seivices Through6-30-23
		\$ 3,730.00	122827 Total		



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Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
Nutrien Ag Solutions Inc	60-50-6300	\$ 1,642.19	122828	7/11/2023	30 Gallons Round Up, 15 Gallons Amine
Nutrien Ag Solutions Inc	10-33-6270	\$ 528.89	122828	7/11/2023	4 Gallons Goaltender
Nutrien Ag Solutions Inc	10-33-6270	\$ 586.41	122828	7/11/2023	10 Gallons Forfeit
		\$ 2,757.49	122828 Total		
Operating Engineers Public & Misc Employees	10-00-2260	\$ 967.00	122863	7/12/2023	Health Insurance Premium/August2023 /Caetano
		\$ 967.00	122863 Total		
Otis Elevator Company	10-07-6200	\$ 761.04	122864	7/12/2023	Maintenance Contract Elevator7-1-23 to 9-30-23
		\$ 761.04	122864 Total		
P G & E	60-50-6410	\$ 2,403.63	122832	7/11/2023	Gas & Electric Use
P G & E	10-44-6410	\$ 1,168.06	122832	7/11/2023	Gas & Electric Use
P G & E	10-07-6410	\$ 2,682.98	122832	7/11/2023	Gas & Electric Use
P G & E	10-45-6410	\$ 158.32	122832	7/11/2023	Gas & Electric Use
P G & E	10-33-6410	\$ 5,128.79	122832	7/11/2023	Gas & Electric Use
P G & E	10-22-6410	\$ 1,416.65	122832	7/11/2023	Gas & Electric Use
P G & E	10-46-6410	\$ 393.48	122832	7/11/2023	Gas & Electric Use
P G & E	69-47-6410	\$ 3,750.62	122832	7/11/2023	Gas & Electric Use
P G & E	63-56-6410	\$ 30,485.85	122832	7/11/2023	Gas & Electric Use
		\$ 47,588.38	122832 Total		
Pace Supply Corporation	63-56-6300	\$ 1,989.00	122829	7/11/2023	Key Meters
		\$ 1,989.00	122829 Total		
Pernsteiner & Sons Fabrication	69-47-6225	\$ 125.00	122830	7/11/2023	Hinge
Pernsteiner & Sons Fabrication	10-33-6225	\$ 125.00	122830	7/11/2023	Hinge
		\$ 250.00	122830 Total		
Pete's Auto Repair	63-56-6530	\$ 861.97	122831	7/11/2023	Repair 2002 Chevy 1500
Pete's Auto Repair	10-22-6530	\$ 374.56	122831	7/11/2023	Repair TR55
		\$ 1,236.53	122831 Total		
Price Ford of Turlock	10-21-6530	\$ 8,650.20	122833	7/11/2023	Repair on Ford Explorer/ PD
Price Ford of Turlock	10-21-6530	\$ 3.78	122833	7/11/2023	Service on Ford Exporer/ PD
		\$ 8,653.98	122833 Total		
RALEY'S IN STORE CHARGE	10-14-6300	\$ 33.76	122834	7/11/2023	City Hall Supplies
RALEY'S IN STORE CHARGE	10-46-6300	\$ 35.57	122834	7/11/2023	Corp Yard Supplies
RALEY'S IN STORE CHARGE	60-50-6300	\$ 33.75	122834	7/11/2023	City Hall Supplies
RALEY'S IN STORE CHARGE	10-46-6300	\$ 14.10	122834	7/11/2023	Corp Yard Supplies
RALEY'S IN STORE CHARGE	63-56-6300	\$ 33.75	122834	7/11/2023	City Hall Supplies
		\$ 150.93	122834 Total		
Royston, Hanamoto, Alley & Abey	40-06-6200	\$ 4,985.00	122835	7/11/2023	Professional Services RenderedThrough 5-31-23
		\$ 4,985.00	122835 Total		
SAFE-T-LITE	10-33-6300	\$ 49.41	122836	7/11/2023	Leg Brackets



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Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
		\$ 49.41	122836 Total		
Sierra Medical Services Alliance	10-22-6690	\$ 6.00	122865	7/12/2023	BLS Cards
		\$ 6.00	122865 Total		
SJVAPCD	10-07-6200	\$ 98.00	122867	7/12/2023	2023/2024 Permit to Operategenerator@ 1200 Main St/PD
SJVAPCD	60-50-6675	\$ 577.00	122867	7/12/2023	2023/2024 Permit to Operategenerator@ Inyo & Canal SchoolRd.
SJVAPCD	63-56-6675	\$ 290.00	122867	7/12/2023	2023/2024 Permit lo Operategenerator@ Well #6
		\$ 965.00	122867 Total		
Solar Integrated Fund III	60-50-6410	\$ 13,207.08	122837	7/11/2023	Solar Production Period 6-1 -23to6-30 -23
		\$ 13,207.08	122837 Total		
Sotelo Jaime	10-33-6235	\$ 49.50	122868	7/12/2023	Reimbursement for Physical/ Sotelo
Sotelo Jaime	69-47-6235	\$ 49.50	122868	7/12/2023	Reimbursement for Physical/ Sotelo
		\$ 99.00	122868 Total		
Soundscapes Electric Security & Audio Video	10-07-6200	\$ 210.00	122870	7/12/2023	3 Months Alarm MonthlyMonitoring
		\$ 210.00	122870 Total		
South Bay Regional PSTC	10-22-6690	\$ 500.00	122869	7/12/2023	Fire Service Labor Training/ Bowen
		\$ 500.00	122869 Total		
Springbrook Holding Company, LLC	60-50-6310	\$ 597.00	122838	7/11/2023	Civic Pay Transaction Fee
Springbrook Holding Company, LLC	63-56-6310	\$ 597.00	122838	7/11/2023	Civic Pay Transaction Fee
Springbrook Holding Company, LLC	10-14-6310	\$ 597.00	122838	7/11/2023	Civic Pay Transaction Fee
		\$ 1,791.00	122838 Total		
Stanislaus County Auditor-Controller	10-01-6635	\$ 4,751.37	122871	7/12/2023	FY 23-24 LAFCO Annual Fees
		\$ 4,751.37	122871 Total		
Stanislaus County Office of Emergency Services	10-22-6690	\$ 45.00	122839	7/11/2023	Wildland Training/ Adame, Andersen, Olivera
		\$ 45.00	122839 Total		
Stanislaus County Public Works	63-56-6530	\$ 2,353.95	122840	7/11/2023	CNG Fuel Pumped from MorganRoad/ April 2023
Stanislaus County Public Works	69-47-6530	\$ 3,082.74	122840	7/11/2023	CNG Fuel Pumped from MorganRoad/ April 2023
Stanislaus County Public Works	69-47-6530	\$ 1,395.42	122840	7/11/2023	CNG Fuel Pumped from MorganRoad/ May 2023
Stanislaus County Public Works	69-47-6530	\$ 2,680.82	122840	7/11/2023	CNG Fuel Pumped from MorganRoad/ April 2023
Stanislaus County Public Works	10-33-6530	\$ 173.87	122840	7/11/2023	CNG Fuel Pumped from MorganRoad/ May 2023
Stanislaus County Public Works	69-47-6530	\$ 104.78	122840	7/11/2023	CNG Fuel Pumped from MorganRoad/ April 2023
Stanislaus County Public Works	10-33-6530	\$ 2,680.82	122840	7/11/2023	CNG Fuel Pumped from MorganRoad/ April 2023
Stanislaus County Public Works	10-33-6530	\$ 1,395.42	122840	7/11/2023	CNG Fuel Pumped from MorganRoad/ May 2023
Stanislaus County Public Works	69-47-6530	\$ 173.88	122840	7/11/2023	CNG Fuel Pumped from MorganRoad/ May 2023
Stanislaus County Public Works	10-33-6530	\$ 3,082.73	122840	7/11/2023	CNG Fuel Pumped from MorganRoad/ April 2023
Stanislaus County Public Works	10-33-6530	\$ 104.79	122840	7/11/2023	CNG Fuel Pumped from MorganRoad/ April 2023
		\$ 17,229.22	122840 Total		
STAPLES ADVANTAGE	63-56-6300	\$ 41.49	122841	7/11/2023	Organizer, ID Holders, Pens, Post Its
STAPLES ADVANTAGE	60-50-6300	\$ 41.50	122841	7/11/2023	Organizer, ID Holders, Pens, Post Its



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Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
STAPLES ADVANTAGE	63-56-6300	\$ 7.15	122841	7/11/2023	Manila Envelopes
STAPLES ADVANTAGE	60-50-6300	\$ 6.22	122841	7/11/2023	Receipt Book
STAPLES ADVANTAGE	10-14-6300	\$ 7.16	122841	7/11/2023	Manila Envelopes
STAPLES ADVANTAGE	63-56-6300	\$ 6.21	122841	7/11/2023	Receipt Book
STAPLES ADVANTAGE	10-14-6300	\$ 6.22	122841	7/11/2023	Receipt Book
STAPLES ADVANTAGE	60-50-6300	\$ 7.15	122841	7/11/2023	Manila Envelopes
		\$ 123.10	122841 Total		
THOMPSON CHEVROLET-BUICK	71-21-7010	\$ 44,044.78	122873	7/12/2023	2023 Chevy Silverado 1500/ PD
		\$ 44,044.78	122873 Total		
Treetop Products, Inc	10-44-6300	\$ 1,603.51	122842	7/11/2023	Picnic Tables
Treetop Products, Inc	69-47-6300	\$ 1,603.51	122842	7/11/2023	Picnic Tables
		\$ 3,207.02	122842 Total		
True Blue Veterinary Group	10-21-6208	\$ 679.00	122843	7/11/2023	Shelter Animals
		\$ 679.00	122843 Total		
Uline	10-22-6300	\$ 206.67	122844	7/11/2023	Brass Tags
		\$ 206.67	122844 Total		
UNIVAR USA, INC	63-56-6300	\$ 668.77	122845	7/11/2023	150 Gallons of SodiumHypoclorlriteDel lvered to Well#B
		\$ 668.77	122845 Total		
USA BLUEBOOK	60-50-6300	\$ 432.14	122846	7/11/2023	Pole, Cap, Conductivity Solution, Pouches
USA BLUEBOOK	63-56-6300	\$ 306.69	122846	7/11/2023	Reagent Refill
USA BLUEBOOK	63-56-6300	\$ 239.42	122846	7/11/2023	Reagent Refill, Vests
		\$ 978.25	122846 Total		
Verizon Wireless	10-06-6420	\$ 38.01	122847	7/11/2023	Mobile laptop access 5-19-23 to6-18-23
Verizon Wireless	63-56-6420	\$ 38.01	122847	7/11/2023	Mobile laptop access 5-19-23 to6-18-23
Verizon Wireless	10-21-6420	\$ 342.09	122847	7/11/2023	Mobile laptop access 5-19-23 to6-18-23
Verizon Wireless	10-22-6615	\$ 114.03	122847	7/11/2023	Mobile laptop access 5-19-23 to6-18-23
		\$ 532.14	122847 Total		
Weco Industries	60-50-6300	\$ 342.04	122848	7/11/2023	Jack Stand
		\$ 342.04	122848 Total		
Westside Water Conditioning	60-50-6300	\$ 72.65	122850	7/11/2023	Bottle Water Delivery6-6-23 & 6-20-23/ Corp Yard
Westside Water Conditioning	60-50-6300	\$ 17.90	122850	7/11/2023	Bottle Water Delivery6-20-23/ WWTP
Westside Water Conditioning	10-21-6200	\$ 35.80	122850	7/11/2023	Bottle Water Delivery6-6-23 & 6-20-23 /PD
Westside Water Conditioning	63-56-6300	\$ 72.65	122850	7/11/2023	Bottle Water Delivery6-6-23 & 6-20-23/ Corp Yard
Westside Water Conditioning	10-22-6200	\$ 90.55	122850	7/11/2023	Bottle Water Delivery6-6-23 & 6-20-23/ FD
Westside Water Conditioning	63-56-6300	\$ 37.48	122850	7/11/2023	Bottle Water Delivery6-6-23 & 6-20-23 City Hall
Westside Water Conditioning	10-14-6300	\$ 37.49	122850	7/11/2023	Bottle Water Delivery6-6-23 & 6-20-23 City Hall
Westside Water Conditioning	60-50-6300	\$ 37.48	122850	7/11/2023	Bottle Water Delivery6-6-23 & 6-20-23 City Hall
		\$ 402.00	122850 Total		



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Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
YANCEY LUMBER COMPANY	63-56-6300	\$ 4.34	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	63-56-6300	\$ 7.76	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	10-44-6300	\$ 10.71	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	10-45-6724	\$ 31.69	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	63-56-6300	\$ 34.49	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	10-46-6300	\$ 2.51	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	10-44-6300	\$ 4.89	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	10-44-6300	\$ 133.10	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	10-22-6300	\$ 483.53	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	10-21-6300	\$ 26.94	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	69-47-6300	\$ 53.85	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	63-56-6300	\$ 4.17	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	63-56-6300	\$ 41.74	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	10-44-6300	\$ 84.02	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	10-22-6300	\$ 1.88	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	10-44-6300	\$ 4.89	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	63-56-6300	\$ 22.67	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	10-21-6307	\$ 38.83	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	63-56-6300	\$ 6.11	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	10-22-6300	\$ 3.76	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	10-33-6300	\$ 7.76	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	10-33-6300	\$ 30.08	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	60-50-6300	\$ 8.34	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	10-07-6300	\$ 3.20	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	10-46-6300	\$ 0.76	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	24-32-7727	\$ 6.85	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	10-44-6300	\$ 7.46	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	63-56-6300	\$ 10.45	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	60-50-6300	\$ 7.77	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	10-44-6300	\$ 10.66	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	63-56-6300	\$ 28.48	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	24-32-7727	\$ 9.70	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	24-32-7727	\$ 20.41	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	63-56-6300	\$ 1.94	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	69-47-6300	\$ 14.56	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	63-56-6300	\$ 10.77	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	10-46-6300	\$ 19.90	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	10-33-6300	\$ 21.35	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs



AP Check Register

July 6, 2023 through July 18, 2023

Vendor	Fund-Dept-Acct	Amount	Check #	Check date	Description
YANCEY LUMBER COMPANY	10-46-6300	\$ 34.03	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	63-56-6300	\$ 40.86	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	10-33-6300	\$ 19.36	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	63-56-6300	\$ 44.65	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	63-56-6300	\$ 48.82	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	10-44-6300	\$ 25.24	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
YANCEY LUMBER COMPANY	63-56-6300	\$ 19.41	122851	7/11/2023	Dog Food/Misc Tools/Locks/Light Bulbs
		\$ 1,454.69	122851 Total		
		\$ 696,570.02	Grand Total		



MINUTES
NEWMAN CITY COUNCIL
SPECIAL MEETING JULY 11, 2023
CITY HALL CONFERENCE ROOM, 6:30 P.M., 938 FRESNO STREET

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.) AND THE FEDERAL AMERICANS WITH DISABILITIES ACT

1. **Call To Order** - Mayor Graham 6:30 P.M.
2. **Roll Call** - **PRESENT:** McDonald, Mayor Pro Tem Ball, Tomlinson, Pimentel, And Mayor Graham.
ABSENT: None.
3. **Items From The Public** - None.
4. **Adjourn To Closed Session** - 6:31 P.M.
 - a. Conference With Real Property Negotiator - 1643 Main Street - Stanislaus County APN 128-009-080 - G.C. 54956.8. Agency Negotiator: Michael E. Holland. Negotiating Parties: City Of Newman And Fresno Farming LLC. Under Negotiation: Price And Term Of Payment.
 - b. Conference With Legal Counsel, Initiation Of Litigation Pursuant To California Government Code Section 54956.9(d)(4), (One Case).
 - c. Return To Open Session. - 6:43 P.M.

Mayor Graham Reported That There Was No Reportable Action For Item 4.a. Graham Stated That Staff Was Given Direction Regarding Item 4.b. And Was Given Permission To Proceed With Litigation If The Issue Was Not Resolved In A Timely Manner.

5. Adjournment.

ACTION: On A Motion By Ball Seconded By Tomlinson, The Meeting Was Adjourned At 6:44 P.M. By The Following Vote: AYES: McDonald, Ball, Tomlinson, Pimentel, And Mayor Graham; NOES: None; ABSENT: None; NOT PARTICIPATING: None.



MINUTES
NEWMAN CITY COUNCIL
REGULAR MEETING JULY 11, 2023
CITY COUNCIL CHAMBERS, 7:00 P.M., 938 FRESNO STREET

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.) AND THE FEDERAL AMERICANS WITH DISABILITIES ACT

1. **Call To Order** - Mayor Graham 7:00 P.M.
2. **Pledge Of Allegiance.**
3. **Invocation** – Council Member McDonald.
4. **Roll Call - PRESENT:** McDonald, Mayor Pro Tem Ball, Tomlinson, Pimentel, And Mayor Graham.
ABSENT: None.
5. **Declaration Of Conflicts Of Interest** – None.
6. **Ceremonial Matters** – None.
7. **Items from the Public - Non-Agenda Items** – None.

Anthony Cannella, Northstar Engineering Group, 620 12th Street, Modesto, Requested That An Item Be Placed On The August Agenda. Cannella Explained That The Requested Item Was To Discuss A Proposed Residential Project Planned For Master Plan Areas One, Two, And Ten. He Noted That The Developer Had Already Spent Thousands Of Dollars Over The Last Three Years Planning For The Said Project. Cannella Indicated That They Would Like To Discuss The Said Project In More Detail With The Council.

Gavin Cline, Field Representative For Congressman Duarte, Reported That Congressman Duarte Along With His Colleagues Had Reintroduced The Farm Workforce Modernization Act. Cline Pointed Out That The Congressman's Office Would Be Hosting The Congressional App Challenge (CAC) A Computer Programming And App Competition For Middle And High School Students. He Noted That Offices Of Congressman Duarte And Assemblymember Alanis Would Be Holding Office Hours On The Second Tuesday Of Each Month From 5:30 P.M. To 6:30 P.M. At Pizza Plus.

Abby Pendleton, Representative For Assemblymember Juan Alanis, Stated That AB 1467 The Bill Requiring All Sporting Organizations To Provide Access To Automated External Defibrillator (AED) Had Been Signed Into Law. Pendleton Explained That The Proposed AB 243 Would Expand Current To Include Confidentiality For Victims Of Child Abduction. She Noted That The Assemblymember's Office Was Available To Constituents For Any Assistance Related To State Agencies Such As The Employment Development Department Or The DMV.

8. Consent Calendar

- a. Waive All Readings Of Ordinances And Resolutions Except By Title.
- b. Approval Of Warrants.
- c. Approval Of Minutes Of The June 27, 2023 Meetings.
- d. Adopt Resolution No. 2023-43, A Resolution Authorizing The City Manager To Execute A Purchase And Sale Agreement With Foster Farms LLC For 1643 Main Street (Stanislaus County Assessor's Parcel Number 128-009-080).

ACTION: On A Motion By McDonald Seconded By Pimentel, The Consent Calendar Was Approved By The Following Vote: AYES: McDonald, Ball, Tomlinson, Pimentel, And Mayor Graham; NOES: None; ABSENT: None; NOT PARTICIPATING: None.

9. **Public Hearings** – None.

10. Regular Business

a. City Council Workshop To Discuss Residential Growth.

City Manager Holland Reviewed A Presentation Regarding Residential Growth And Growth Rates. Holland Discussed The General Plan Process As Well As Some Of The General Plan Goals And Policies Related To Residential Growth. He Pointed Out The Ten Master Plan Areas While Mentioning Some Of The Differences Between Having A Master Plan And Building Just Subdivisions. Holland Reviewed The City's Existing And Approved Residential Projects. He Reviewed The City's Growth Rates Spanning A Twenty-Three-Year Period And Noted That The City's Average Growth Rate During That Time Period Was 2.33%. Holland Asked The City Council For Their Desired Acceptable Growth Rate. He Requested The City Council Determine What They Consider To Be A Sustainable Growth Rate. Holland Mentioned That Currently The City's Infrastructure Was Currently Planned For A 2.5% Growth Rate. He Pointed Out That As A Community, You Want To Develop And Not Just Grow. Holland Concluded By Adding That Development Would Need To Pay For Itself And Would Also Need To Provide Amenities.

Mayor Graham Stated That He Continues To Hear From The Community That They Would Like Slow Quality Growth With Added Amenities. Graham Asked If There Was An Estimated Completion Date For The North West Newman Annexation.

City Manager Holland Stated That His Presentation Was Not Focused On Individual Projects But Noted That The North West Newman Developer And The City Were Currently In The Process Of Drafting A Pre-Annexation Agreement.

Mayor Graham Asked About The General Plan Update Process.

City Manager Holland Stated That In The Next Few Years, The City Would Begin The Process Of Updating The General Plan.

Council Member McDonald Explained That Slow Growth And Economic Development Should Be The Focus. McDonald Noted That Housing Would Have An Impact On Economic Development And Stated That The City Could Achieve Its Goals If They Stay The Course.

City Manager Holland Pointed Out That The First Phase Of The North West Newman Annexation Was Primarily Business Park And Noted That Would Help With Job Development.

11. Items From District Five Stanislaus County Supervisor.

Supervisor Condit Reported That The Hills Ferry Bridge Had Reopened And Indicated That He Was Working To Keep The Bridge Open While Keeping Newman Residents Safe. Condit Noted That Construction Of The Replacement Bridge Was Scheduled For The Summer Of 2024 And That It Was Anticipated To Be Completed In 2025. He Mentioned That The County Would Like To Host A Community Dump Day In The Fall Of 2023 But Would Need To Identify A Location Within The County's Unincorporated Area.

Mayor Graham Noted That He Thought That The Community Dump Day Was A Great Idea. Graham Asked About The Status Of The Crows Landing Air Base Project.

Supervisor Condit Stated That The County Had Recently Invested Twelve Million Dollars That Would Be Used For The Infrastructure. Condit Pointed Out That The County Was Seeking A New Master Developer With A Vision That Fits Stanislaus County For Said Project. He Explained That He Had Made A Request To The County Staff To Set Aside Forty Acres For A Future Tier Four Or Tier Five Trauma Center. Condit Noted That There Had Been Progress In Creating A Partnership Between Del Puerto Healthcare District And Sutter Gould To Provide Additional Health Care Services To West Side Residents After Hours And On Weekends.

Council Member McDonald Stated That He Hoped To See The Completion Of The Air Base Project And Trauma Center.

12. Items From The City Manager And Staff.

City Manager Holland Invited The Public And Staff To Attend The Upcoming Parks And Recreation Master Plan Zoom Meeting On Thursday, July 13th At 6:00 P.M. Holland Mentioned That There Would Also Be A Parks And Recreation Survey For Those Who Were Not Able To Participate. He Reported That The NEWS And Wetlands Projects Were Moving Forward And They Had Broken Ground On Said Projects. Holland Noted That Thousands Of Cubic Yards Of Dirt Would Be Hauled Off The Project Site. He Pointed Out That The Canal School Road/Inyo Avenue Project Was Scheduled To Begin August 14th And It Was Expected To Be Completed In Approximately Sixty Days. Holland Explained That Residents In The Area Of Said Road Project Would Be Notified About The Construction.

Mayor Graham Asked If The Residents Along The South Side Inyo Avenue Were Already Connected To City Water.

City Manager Holland Noted That Service Lines Had Already Been Installed For Each Property.

Council Member McDonald Asked For An Update On The ARCO Project.

City Manager Holland Stated That He Had No New Information But Indicated That They Were Close To Opening.

Council Member McDonald Inquired If The Businesses Near The Highway 33 And Inyo Avenue Intersection Project Were Being Updated Regarding The Construction That Was Occurring Near Their Business.

City Manager Holland Emphasized That The City And Contractor Were In Contact With The Said Businesses.

Recreation Director/Community Liaison Mendoza Reported That *Fit Kids* Camp Was In Its Second Week. Mendoza Explained That At The Next Movie Night They Would Be Showing *Sandlot* At Sherman Park On Saturday, July 15th At 7:00 P.M.

Sergeant Williams Reported That CSO Anthieny Would Be At Pioneer Park On Saturday, July 15th From 8:00 A.M. To 10:00 A.M. Offering Free Dog Microchipping For Newman Residents. Williams Explained That Officer Murillo Would Be At Nob Hill Foods Saturday, July 22nd From 12:00 P.M. To 6:00 P.M. To *Stuff The Cruiser* With School Supplies To Be Distributed To Local Families In Need.

Chief Bowen Reported That A Heat Wave Was Coming And Urged Everyone To Take The Appropriate Precautions. Bowen Reported That The Fire Department Had Issued Three Citations For Illegal Fireworks And Indicated That They Had Experienced An Increase In Fire Calls. He Stated That The Department Had Recently Participated In The *Fit Kids* Camp And Noted That It Was A Fun Event.

13. Items From City Council Members.

Council Member Ball Thanked Staff For Their Reports.

Mayor Graham Thanked Everyone For Their Participation In The Meeting.

14. Adjournment.

ACTION: On A Motion By Pimentel Seconded By Tomlinson And Unanimously Carried, The Meeting Was Adjourned At 8:02 P.M.

Honorable Mayor and Members
of the Newman City Council

**AUTHORIZE THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT
WITH THE CITY MANAGER**

RECOMMENDATION:

It is recommended that the City Council authorize the Mayor to execute an employment agreement with Michael Holland for the position of City Manager.

BACKGROUND:

The City of Newman (“City”) requires the services of a person with proven executive and administrative qualifications to fill the position of City Manager as created by Newman Municipal Code Section 1.06.010. The City Manager is the administrative head of the City government under the direction and control of the Newman City Council (“City Council”). Michael Holland has served as City Manager continuously since the City Council promoted him from Community Development Director in 2006. The City, acting by and through the City Council, has evaluated Michael Holland’s knowledge, experience, administrative skills and abilities during his employment as City Manager and has elected to continue his employment as City Manager under the terms of a new employment agreement.

ANALYSIS:

The position of City Manager is subject to appointment by the City Council. The proposed employment agreement has been reviewed and approved as to form by the City Attorney. Under the proposed employment agreement, the terms of the prior agreement shall remain in place with the following amendments: the agreement will be retroactively effective on July 1, 2023, and will expire on December 31, 2026; thereafter, it shall automatically renew for successive 1-year terms unless the City Council or City Manager provides written notice of an intent not to renew ninety (90) days prior to the expiration date. The agreement provides for a five percent (5%) merit increase in the first year, a five percent (5%) equity increase in the second year, and a five percent (5%) cost of living adjustment for the remaining term. Additionally, the City Manager shall receive a five percent (5%) incentive pay increase until the City fills either the Planner or Community Development position. The City Manager shall additionally be eligible for all other incentives and benefits which have been or may be provided to the Department Heads, to the extent they are more generous than those included in the employment agreement.

FISCAL IMPACT:

The cost of the City Manager’s salary and benefits is annually included in the City’s budget. This action would be consistent with the salary budgeting for prior years.

CONCLUSION:

City staff recommends that the City Council authorize the Mayor to execute an employment agreement with Michael Holland for the position of City Manager.

ATTACHMENTS:

1. Exhibit A – City Manager Employment Agreement

Respectfully submitted,



Nubia Goldstein
City Attorney

CITY MANAGER EMPLOYMENT AGREEMENT

This **CITY MANAGER EMPLOYMENT AGREEMENT** ("Agreement") is made and entered into on July 26, 2023, by and between the City of Newman, a California municipal corporation ("City"), and Michael Holland ("Employee"), an individual. City and Employee may individually be referred to herein as "Party" or collectively as "Parties". There are no other parties to this Agreement.

RECITALS

- A. City requires the services of a person with proven executive and administrative qualifications to fill the position of Newman City Manager ("City Manager") as created by Newman Municipal Code ("N.M.C.") Section 1.06.010. The City Manager shall be the administrative head of the City government under the direction and control of the Newman City Council ("City Council").
- B. Employee has served as City Manager continuously since the City Council promoted him from Community Development Director in 2006. This Agreement represents the seventh employment agreement between Employee and the City.
- C. City, acting by and through the City Council, has evaluated Employee's knowledge, experience, administrative skills and abilities during Employee's current employment as City Manager and has elected to continue his appointment to the position of City Manager pursuant to the terms of this Agreement.
- D. The Parties intend for this Agreement to replace the employment agreement entered into between City and Employee on November 13, 2019, which became effective on June 16, 2019, and automatically renewed annually in 2020, 2021, 2022, and 2023.
- E. This Agreement shall be the sole agreement between the Parties regarding the employment of Employee as City Manager and shall supersede all previous agreements.
- F. This Agreement is entered into by the Parties pursuant to the authority of and subject to the provisions of California Government Code sections 53260 and 36506.

NOW, THEREFORE, in consideration of the above recitals and of the faithful performance of the terms and conditions contained herein, the Parties agree as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above (“Recitals”) are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between the Recitals and Sections 1 through 14 of this Agreement, Sections 1 through 14 will prevail.

Section 2. Effective Date. This Agreement shall be effective retroactively to July 1, 2023 (“Effective Date”).

Section 3. Appointment of City Manager, Duties and Term.

3.1. Appointment of City Manager and Duties. Employee shall serve as City Manager of City and shall be vested with the powers, duties, and responsibilities set forth in N.M.C. Chapter 1.06. Employee shall further perform the functions and duties specified under the laws of the State of California, the N.M.C., the ordinances and resolutions of the City, and such other duties and functions as the City Council may from time-to-time assign.

3.2. No Secondary Employment. Employee agrees to devote all of his productive time, ability, and attention to the City’s business to the extent necessary to perform his duties and responsibilities in a manner satisfactory to City. During the Term, as defined in Section 3.5 of this Agreement, Employee shall not hold secondary employment or engage in activities which conflict with, or present the appearance or possibility of conflicting with, City’s legitimate business interests. As such, Employee agrees that Employee will notify the City Council in writing if Employee wishes to accept secondary employment, so City may determine whether there is the appearance of or an actual conflict or potential conflict with the satisfactory performance of Employee’s duties and/or the best interest of the City. Employee has the right to volunteer for such nonprofit organizations as she may see fit and further provided that such volunteer services shall not interfere with his duties.

3.3. Exempt Employee. The general business hours for City employees are Monday through Friday, 8:00 a.m. to 5:00 p.m. However, it is recognized by the Parties that Employee, as the City Manager, is an exempt employee for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 et seq.). As such, Employee shall not receive overtime or extra compensation for hours worked outside of general business hours which are necessary to fulfill the duties of the City Manager position.

3.4. Schedule. The City Manager's schedule of work each day and week shall vary in accordance with the work required to be performed. The Council recognizes that the City Manager must devote a great deal of his time outside normal office hours to business of the City and to that end, will be allowed to take compensatory time off as he shall deem appropriate during said normal office hours.

3.5. Term. The term of this Agreement shall be from the Effective Date through December 31, 2026. Thereafter, this Agreement shall automatically renew for successive one (1)

year terms unless one (1) Party provides written notice to the other Party at least ninety (90) days in advance of the end of the then existing term that the Party does not wish to renew the term of Agreement.

Section 4. At-Will Employment. Employee is an “at-will” employee serving at the pleasure of the City Council as provided in Government Code section 36506. Accordingly, the City Council may terminate Employee's employment at any time, with or without cause.

Unless otherwise specified in this Agreement, Employee shall be bound by all the policies, rules, and regulations of City now in force and effect applicable to Employee’s position, and by all such other applicable policies, rules and regulations as may be hereafter implemented and called to his notice and will faithfully observe and abide by the same. No such policy, rule, or regulation shall alter, modify, or revoke Employee’s status as an at-will employee or any other provision of this Agreement.

Section 5. Compensation and Evaluations.

5.1. Base Salary. The City Council has determined that Employee’s performance warrants a five percent (5%) merit increase to his current Base Salary. As a result, effective July 1, 2023, City agrees to pay Employee a monthly base salary of Sixteen Thousand Seven Hundred Thirty-Three Dollars (\$16,733) per month (“Base Salary”), payable in installments at the same time that City Department Heads are paid.

5.2. Increases. The City Council has determined that Employee will be awarded a five percent (5%) equity increase to his Base Salary effective July 1, 2024; and a five percent (5%) cost of living adjustment (COLA) to his then current Base Salary effective July 1, 2025. In addition, the City Council may from time to time in its discretion grant merit increases in Employee's Base Salary as follows: if after a Review and Evaluation as defined below, the City Council concludes that Employee's performance warrants an adjustment for merit, the City Council may grant a merit adjustment in an amount determined by the City Council, to be effective on a date determined by the City Council. Such merit adjustments may be in the form of lump sum payments, adjustments to the Base Salary, or any other form determined by the City Council.

5.3. Incentive Pay. The City agrees to pay Employee an amount equal to five percent (5%) of his then current Base Salary as incentive pay for additional duties until such time as the City fills the City Planner or Community Development Director vacancy.

5.4. Benefits. During the Term of this Agreement, Employee shall be entitled to receive benefits as set forth in this Agreement. However, should City grant to City Department Heads benefits which are not provided in this Agreement, or benefits in excess of those provided to Employee in Sections 5, 6, 7 or 8 below, Employee shall be entitled to receive benefits in the same amount and to the same extent as City department Heads.

5.5. Review and Evaluation. The City Council agrees to review and evaluate Employee's performance of his duties as City Manager pursuant to the terms of this Agreement ("Review and Evaluation") on not less than an annual basis, and to provide Employee with a written performance review. Notwithstanding the foregoing, City Council may undertake a performance Review and Evaluation of Employee at any time in its sole discretion.

5.6. Longevity Pay. City agrees to pay Employee three percent (3%) of his then current Base Salary after ten (10) years of continuous service and an additional two percent (2%) of his then current Base salary after twenty (20) years of continuous service.

Section 6. Health and Life Insurance Benefits.

6.1. Health Insurance. During the Term of this Agreement, City agrees to provide and to pay the premiums for health, vision, and dental insurance for the Employee and his dependents on the same basis and to the same extent as that which is provided to all City Department Heads. Notwithstanding the foregoing, Employee's required contribution toward premiums for such insurance will not exceed Three Hundred Dollars (\$300.00) per month.

Beginning July 1, 2023, the City shall provide Employee and Employee's dependents a dental/vision insurance program. The Dental/Vision coverage limits are Two Thousand Dollars (\$2,000.00) per year for each employee and Two Thousand Dollars (\$2,000.00) per year for each of their dependents.

6.2 Cancellation of Health Insurance. Should Employee demonstrate that he has group health insurance from a source other than the City, Employee shall be allowed to cancel Employee's participation in a City health insurance program, subject to the program's limitations, and City shall contribute Four Hundred Dollars (\$400.00) to a City-provided deferred compensation plan for Employee in lieu of making contributions to Employee's health, dental, and vision insurance.

6.3. Life Insurance. The City shall provide a life insurance policy equal to three (3) times the Base Salary of the Employee during the Term of this Agreement. The Employee shall name the beneficiary of the life insurance policy.

Section 7. Vacation and Sick and Other Leave. As of the Effective Date, the Employee shall accrue vacation at a rate of four (4) weeks per year. Employee is entitled to accrue all other leave in the same manner as City Department Heads and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time. Employee shall annually be credited with administrative leave equal to that credited to City Department Heads. In the event Employee voluntarily resigns from the City pursuant to Section 9.1 of this Agreement, Employee shall not be entitled to the monetary equivalent of any unused administrative leave accruals remaining at the time of separation.

Section 8. Monthly Vehicle Allowance and Deferred Compensation.

8.1. Vehicle Allowance. During the Term of this Agreement, City agrees to pay to the Employee, in addition to the Base Salary and benefits provided herein, the sum of Five Hundred Dollars (\$500.00) per month as a vehicle allowance to be used to offset the monthly costs of purchasing, leasing, operating, and maintaining a vehicle. This vehicle allowance is meant to supplement monthly automobile related expenses and said allowance shall not relieve Employee of his sole responsibility to obtain and pay for comprehensive automobile insurance coverage and to pay for all costs attendant to the purchase, lease, operation, maintenance, repair, or replacement of said vehicle, regardless of whether the monthly costs exceed the \$500.00 allowance.

8.2. Deferred Compensation. Employee and City recognize that in the employment agreement executed in June 2014, Employee agreed to accept an additional two percent (2%) above the current Deferred Compensation level in lieu of an equal increase in Base Salary. Therefore, the Deferred Compensation match for the Employee shall be four percent (4%).

Section 9. Termination of Employment and Severance.

9.1. Voluntary Resignation. Employee may resign at any time and agrees to give the City at least thirty (30) days advance written notice of the effective date of Employee's resignation, unless the Parties otherwise agree in writing. If the Employee retires from full-time public service with the City, the Employee agrees to make good faith efforts to provide three (3) months advance written notice. During the notice period, all rights and obligations of the Parties under this Agreement shall remain in full force and effect. Promptly after the effective date of resignation, the City shall pay to Employee all Base Salary and benefit amounts accrued and owing under this Agreement. In the event of such voluntary resignation or retirement, Employee shall not be entitled to a Severance as defined below.

9.2. Termination by City Council. The City may remove Employee and terminate this Agreement at any time with or without cause by a majority vote of the City Council at a duly authorized public meeting. City shall provide Employee with written notice containing written reasons for the intended removal ("Termination Notice") stating City's intention to remove Employee and terminate this Agreement, at least thirty (30) days before the effective date of Employee's removal. After delivering the Termination Notice to Employee, City may suspend Employee from duty as City Manager, and Employee's compensation shall continue until Employee's removal.

If Employee's termination is based on charges of misconduct that publicly stigmatizes Employee's reputation or impairs his ability to earn a living, or might damage his standing in a community, Employee may, within five (5) business days of the City's notice to Employee of intent to terminate Employee's employment, make a written request for a "name-clearing" hearing (as described in *Lubey v. City and County of San Francisco* (1979) 98 Cal.App.3d 340 at its progeny) before the City Council. The hearing shall be held in accordance with any applicable

provisions of the City's Municipal Code, state, or local law and standard City practices and a decision rendered prior to the effective date of Employee's termination. The "name-clearing" hearing is solely to provide Employee the opportunity to clear his name. The City Council may determine whether the allegations contained in the notice of termination are supported. If the City Council determines that the allegations are not supported, a decision shall be issued to reflect that Employee's termination was without fault. This decision will not, however, require that Employee be reinstated to his position. In the event Employee does not request a "name-clearing" hearing before the City Council, the City's decision to terminate will be effective by the close of business on the thirtieth (30th) day after the City provided notice to Employee of its intent to terminate his employment.

Notwithstanding Employee's right to request a hearing, the City Council may in its absolute discretion remove Employee for any reason, and Employee's removal and termination of this Agreement is not dependent upon any particular showing or degree of proof at the hearing, the purpose of which is solely to allow the Employee to present his grounds of opposition to his removal. Notwithstanding any provision in this Agreement to the contrary, the Employee shall not be removed during the ninety (90) day period preceding or following an election for membership on the City Council, or during the ninety (90) day period following any change in member of the City Council, except upon a four-fifths (4/5) vote of the City Council.

9.3. Termination Without Good Cause. In the event City terminates this Agreement without Good Cause (defined below), the City shall pay Employee a sum equal to eight (8) months Base Salary ("Severance") and the cash value of all accrued leave balances. This Severance is subject to the restrictions of Government Code section 53260, including without limitation, that the maximum amount of Severance pay that Employee may receive shall not exceed an amount equal to that portion of the Base Salary paid monthly, multiplied by the number of months left on the Term of the unexpired Agreement and further provided that, pursuant to Government Code section 53243.2, any cash settlement related to the termination of this Agreement received by Employee from City shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of his office or position while employed with City.

Severance pay shall be paid to the Employee, at the Employee's option, in either equal monthly installments commencing on the first day of the first month following termination or in a lump sum.

The City agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation. For a minimum period of eight (8) months following termination pursuant to this Section, the City shall pay the cost to continue the following benefits: health insurance for the Employee and all dependents as provided in this Agreement, and life insurance as provided this Agreement, subject to the provisions of Government Code section 53261.

9.4. Termination for Good Cause. In the event the City removes Employee and terminates this Agreement for Good Cause (defined below), the City shall not be required to pay

any Severance under this Agreement, and City shall have no obligation to Employee beyond those benefits accrued as of Employee's last day of employment and that City is obligated to provide under federal or state law. "Good Cause" for purposes incident hereto, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of a felony;
2. Conviction of a misdemeanor involving moral turpitude;
3. Material breach of the terms and conditions of this Agreement; or
4. Disability that renders Employee unable to perform the essential functions of his job with or without reasonable accommodation, which places an undue burden on the City;

Section 10. Indemnification. City shall defend, hold harmless, and indemnify Employee against any tort, personnel, civil rights, or professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager in accordance with California's Tort Claims Act (Government Code section 825 et seq.) and shall provide a defense to Employee in accordance with Government Code sections 995-996.5. The City may decline to defend and/or indemnify Employee only as permitted by the Government Code. City may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment; provided, however, that the City's duty to defend and indemnify shall be contingent upon Employee's good faith cooperation with such defense. In the event City provides funds for legal criminal defense pursuant to this Section, Employee shall reimburse City for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code sections 53243-53243.4.

Section 11. Bonding. City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 12. Notices. Any notice or communication required hereunder between City and Employee must be in writing and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent; or

(b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Newman
 ATTN: City Clerk
 938 Fresno Street
 Newman, California 95360

With courtesy copy to: City of Newman
 ATTN: City Manager
 938 Fresno Street
 Newman, California 95360

and City of Newman
 ATTN: City Attorney
 938 Fresno Street
 Newman, California 95360

If to Employee: Michael Holland
 home address on file with City Administrative Services

Section 13. General Provisions.

13.1. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by the City and Plaintiffs.

13.2. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the Action and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

13.3. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

13.4. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be

represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

13.5. Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any Section in this Agreement, nor affect any of the rights or obligations of the Parties to this Agreement.

13.6. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

13.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

13.8. Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

13.9. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

13.10. Venue. Venue for all legal proceedings shall be in the Superior Court for the State of California, in and for the County of Stanislaus.

Section 14. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret sections of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[Signature Page To Follow]

IN WITNESS WHEREOF, City and Employee have duly executed this Agreement, with the intention of being bound by it, on the date set forth above.

CITY:

EMPLOYEE:

City of Newman, a California
municipal corporation

By: _____

By: _____

Date Signed: _____

Date Signed: _____

Approved as to Form and Content:

By: _____
Nubia I. Goldstein, City Attorney

Honorable Mayor and Members
of the Newman City Council

**AUTHORIZE THE CITY MANAGER TO EXECUTE EMPLOYMENT AGREEMENTS
WITH THE CITY CLERK AND DIRECTOR OF FINANCE**

RECOMMENDATION:

It is recommended that the City Council authorize the City Manager to execute employment agreements with Mike Maier for the position of City Clerk and Lewis Humphries for the position of Director of Finance.

BACKGROUND:

The City of Newman (“City”) requires people with proven executive and administrative qualifications to fill the positions of City Clerk and Director of Finance. The City Clerk is responsible for planning, organizing, and managing the operations and programs of the City Clerk’s Office, including administration, election management, the legislative function, codification and maintenance of official City records, archiving of public records and public information, information technology, human resources, risk management, and filing officer services. Mike Maier has served as City Clerk continuously since 2007. The City, acting by and through the City Manager, has evaluated Maier’s knowledge, experience, administrative skills and abilities during his employment and has desires to continue his employment as City Clerk under the terms of a new employment agreement.

The Director of Finance is responsible for planning, organizing, and managing, and provides administrative direction and oversight for all functions and activities of the Finance Department including municipal financial administration, accounting, utility billing, business licensing, Successor Agency dissolution, and purchasing functions; formulates departmental policies, goals, and directives; coordinates assigned activities with other City departments, officials, outside agencies, and the public. Lewis Humphries has served as Finance Director/Director of Finance continuously since 2010. The City, acting by and through the City Manager, has evaluated Humphries’ knowledge, experience, administrative skills and abilities during his employment and has desires to continue his employment as Director of Finance under the terms of a new employment agreement.

ANALYSIS:

The positions of City Clerk and Director of Finance are appointed by the City Manager, subject to appointments being reviewed by the City Council. The proposed employment agreement has been reviewed and approved as to form by the City Attorney. Under the proposed employment agreements, the terms of the agreement shall remain in place with the following amendments: the agreements will be retroactively effective on July 1, 2023, and will expire on December 31, 2033. The agreements identify the base salary and provide for salary increases as set forth within Section III of the agreements. The City Clerk and Director of Finance shall be eligible for all other incentives and benefits which have been or may be provided to the Department Heads.

FISCAL IMPACT:

The costs associated with the salaries and benefits are annually included in the City’s budget. This action would be consistent with the salary budgeting for prior years.

CONCLUSION:

City staff recommends that the City Council authorize the City Manager to execute an employment agreement with Mike Maier for the position of City Clerk and Lewis Humphries for the position of Director of Finance.

ATTACHMENTS:

1. Exhibit A – City Clerk Employment Agreement
2. Exhibit B – Director of Finance Employment Agreement

Respectfully submitted,



Michael E. Holland
City Manager

AGREEMENT FOR EMPLOYMENT
City Clerk

THIS AGREEMENT FOR EMPLOYMENT (“Agreement”) is made and entered into this July 26th, 2023, between the City of Newman (“City”) and Mike Maier, hereinafter called “Employee”, pursuant to these terms and conditions unless terminated as set forth herein. City and Employee may collectively be referred to as Parties.

RECITALS

WHEREAS, City desires to provide Employee an updated employment agreement for continued service as City Clerk of the City of Newman; and

WHEREAS, City desires to provide certain compensation and establish certain conditions of employment, and to set working conditions of the City Clerk; and

WHEREAS, Employee desires to continue employment as City Clerk under the terms and conditions contained in this contract, therefore;

In consideration of the mutual covenants contained in this contract, the parties agree as follows:

I. TERM

The term of this contract shall begin on July 1, 2023 and expires on December 31, 2033, unless otherwise terminated sooner. This Agreement may be extended beyond the expiration date if both the City and Employee agree in writing to extend the Employee’s employment. Nothing in this Agreement shall preclude the City and Employee from extending the term of this Agreement. Failure of the Parties to mutually agree in writing to extend employment shall not be considered removal of Employee from City Clerk and shall not otherwise be considered a punitive action.

Both City and Employee understand and agree that Employee’s employment is at-will and is at the sole will, discretion and pleasure of the City Manager. Employee may be terminated at the will, discretion and pleasure of City Manager with or without cause, for any reason whatsoever, or for no reason at all, at any time. Employee shall have no rights or expectations of continued employment with City.

In a like manner, nothing in this Agreement shall interfere with the right of the Employee to resign at any time. Employee may terminate this Agreement at any time by providing thirty (30) days written notice.

II. DUTIES

City agrees to continue to employ Employee as City Clerk to perform the duties specified in the City’s class specification for City Clerk and other duties as may be required by law or assigned by the City Manager, which are reasonably related to the position of City Clerk.

Employee agrees to devote Employee's full time and effort to the performance of this Agreement and to remain in the exclusive employment of City through the term of the contract.

III. COMPENSATION

A. Salary

City agrees to pay Employee a starting salary of \$10,085 per month payable at the same time and in the same manner as other City employees are paid. The Employee's salary for FY 2024/25 and FY 2025/26 are identified within City Council Resolution No. 2023-39. Thereafter, the City agrees to increase Employee's salary by the same Cost of Living amount that other Department Head employees receive.

B. Benefits

Employee shall be entitled to receive the same benefits and bear the same concessions as are provided for all City Department Head employees. Additionally, the parties agree to the following:

1. Pension – Employee shall be responsible to pay their CalPERS employee contribution as required by their specific CalPERS status.
2. Health Insurance – Employee shall be entitled to receive the same health insurance program, benefits, and premiums as other Department Head employees.
3. Vacation Leave – Employee shall accrue vacation leave at the annual rate provided in the City Personnel Rules.
4. Sick Leave – Employee shall accrue sick leave in accordance with the City's Personnel Rules (currently 12 days per year).
5. Administrative Leave – Employee shall continue to earn administrative leave in accordance with the Administrative Leave policy (which for this position is currently 80 hours granted annually at the beginning of each calendar year).
6. Incentive Pay – Longevity equal to 3% after ten years of service and 2% after twenty years of service per Resolution No. 2023-39.

IV. TERMINATION AND SEVERANCE

- A. City may terminate this contract at any time by providing 30 days written notice to Employee as set forth in Section VII.
- B. In the event City terminates this contract as provided in paragraph IV. A. above, City shall pay Employee a severance amount equal to Employee's salary and benefits (in the amounts as of the date of termination) for a period of three months from the date of termination. Additionally, Employee will be entitled to a cash out of accrued and unused vacation time. This provision shall not apply if the termination is due to Employee's conviction of any misdemeanor or higher criminal classification activity, unreasonable neglect of duty, refusal to perform duties and responsibilities assigned, conduct that is in bad faith and materially injurious to the City or materially breaches this agreement.

V. PERFORMANCE EVALUATION

City will endeavor to conduct Employee's performance evaluation annually.

VI. PROFESSIONAL DEVELOPMENT

City agrees to pay Employee's civic and professional association fees. City may also pay expenses associated with employment related conferences (including, but not limited to meals and travel expenses); and subscriptions and professional development costs associated with professional organizations as agreed to between Employee and City Manager. All items are subject to budget approval and prior authorization by the City Manager.

VII. NOTICES

The notices pursuant to this contract shall be by certified registered mail return receipt requested addressed as follows:

A. City:

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

B. Employee:

Mike Maier
*home address on file with
City Human Resources*

VIII. INDEMNIFICATION

Employee shall indemnify and hold the City harmless from all liability for loss, damage, or injury to persons or property resulting from misconduct of Employee during the course and scope of performance of duties under this Agreement.

IX. GENERAL PROVISIONS

- A. This written contract shall constitute the entire agreement between the parties.
- B. If any conflict between this Agreement and the City's Municipal Code exists, the Municipal Code shall govern.
- C. If any provisions or any portion thereof contained in this contract is held invalid by a court of competent jurisdiction, the remainder of this contract shall be deemed severable and shall not be affected and shall remain in full force and effect.
- D. This contract may be modified upon the written consent of the City and Employee.

Modification must be in writing and executed by both parties.

E. Waiver by City or Employee hereto of any term, condition, or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

F. This Agreement shall be interpreted and construed according to the laws of the State of California and venue shall be in the Stanislaus County.

In witness whereof, City has caused this contract to be signed on its behalf by its City Manager, and duly attested by its City Clerk, the Employee has signed this document on or before the date written above.

ATTEST: CITY:

Michael E. Holland, City Manager

Date

APPROVED AS TO FORM: CITY ATTORNEY

Nubia Goldstein

Date

APPROVED AS TO FORM: EMPLOYEE

Mike Maier

Date

AGREEMENT FOR EMPLOYMENT
Director of Finance

THIS AGREEMENT FOR EMPLOYMENT (“Agreement”) is made and entered into this July 26th, 2023, between the City of Newman (“City”) and Lewis Humphries, hereinafter called “Employee”, pursuant to these terms and conditions unless terminated as set forth herein. City and Employee may collectively be referred to as Parties.

RECITALS

WHEREAS, City desires to provide Employee an updated employment agreement for continued service as Director of Finance of the City of Newman; and

WHEREAS, City desires to provide certain compensation and establish certain conditions of employment, and to set working conditions of the Director of Finance; and

WHEREAS, Employee desires to continue employment as Director of Finance under the terms and conditions contained in this contract, therefore;

In consideration of the mutual covenants contained in this contract, the parties agree as follows:

I. TERM

The term of this contract shall begin on July 1, 2023 and expires on December 31, 2033, unless otherwise terminated sooner. This Agreement may be extended beyond the expiration date if both the City and Employee agree in writing to extend the Employee’s employment. Nothing in this Agreement shall preclude the City and Employee from extending the term of this Agreement. Failure of the Parties to mutually agree in writing to extend employment shall not be considered removal of Employee from Director of Finance and shall not otherwise be considered a punitive action.

Both City and Employee understand and agree that Employee’s employment is at-will and is at the sole will, discretion and pleasure of the City Manager. Employee may be terminated at the will, discretion and pleasure of City Manager with or without cause, for any reason whatsoever, or for no reason at all, at any time. Employee shall have no rights or expectations of continued employment with City.

In a like manner, nothing in this Agreement shall interfere with the right of the Employee to resign at any time. Employee may terminate this Agreement at any time by providing thirty (30) days written notice.

II. DUTIES

City agrees to continue to employ Employee as Director of Finance to perform the duties specified in the City’s class specification for Director of Finance and other duties as may be required by law or assigned by the City Manager, which are reasonably related to the position of Director of Finance.

Employee agrees to devote Employee's full time and effort to the performance of this Agreement and to remain in the exclusive employment of City through the full term of this contract.

III. COMPENSATION

A. Salary

City agrees to pay Employee a starting salary of \$12,677 per month payable at the same time and in the same manner as other City employees are paid. The Employee's salary for FY 2024/25 and FY 2025/26 are identified within Exhibit A. Thereafter, the City agrees to increase Employee's salary by the same Cost of Living amount that other Department Head employees receive.

B. Benefits

Employee shall be entitled to receive the same benefits and bear the same concessions as are provided for all City Department Head employees. Additionally, the parties agree to the following:

1. Pension – Employee shall be responsible to pay their CalPERS employee contribution as required by their specific CalPERS status.
2. Health Insurance – Employee shall be entitled to receive the same health insurance program, benefits, and premiums as other Department Head employees.
3. Vacation Leave – Employee shall accrue vacation leave at the annual rate provided in the City Personnel Rules.
4. Sick Leave – Employee shall accrue sick leave in accordance with the City's Personnel Rules (currently 12 days per year).
5. Administrative Leave – Employee shall continue to earn administrative leave in accordance with the Administrative Leave policy (which for this position is currently 80 hours granted annually at the beginning of each calendar year).
6. Incentive pay – Longevity equal to 3% after ten years of service and 2% after twenty years of service per Resolution No 2023-39.

IV. TERMINATION AND SEVERANCE

- A. City may terminate this contract at any time by providing 30 days written notice to Employee as set forth in Section VII.
- B. In the event City terminates this contract as provided in paragraph IV. A. above, City shall pay Employee a severance amount equal to Employee's salary and benefits (in the amounts as of the date of termination) for a period of three months from the date of termination. This provision shall not apply if the termination is due to Employee's conviction of any misdemeanor or higher criminal classification activity, unreasonable neglect of duty, refusal to perform lawful duties and responsibilities assigned, conduct that is in bad faith and materially injurious to the City or materially breaches this agreement.

V. PERFORMANCE EVALUATION

City will endeavor to conduct Employee's performance evaluation annually.

VI. PROFESSIONAL DEVELOPMENT

City agrees to pay Employee's civic and professional association fees. City may also pay expenses associated with employment related conferences (including, but not limited to meals and travel expenses); and subscriptions and professional development costs associated with professional organizations as agreed to between Employee and City Manager. All items are subject to budget approval and prior authorization by the City Manager.

VII. NOTICES

The notices pursuant to this contract shall be by certified registered mail return receipt requested addressed as follows:

A. City:

City Manager
City of Newman
938 Fresno Street
Newman, CA 95360

B. Employee:

Lewis Humphries
home address on file with
City Human Resources

VIII. INDEMNIFICATION

Employee shall indemnify and hold the City harmless from all liability for loss, damage, or injury to persons or property resulting from misconduct of Employee during the course and scope of performance of duties under this Agreement.

IX. GENERAL PROVISIONS

- A. This written contract shall constitute the entire agreement between the parties.
- B. If any conflict between this Agreement and the City's Municipal Code exists, the Municipal Code shall govern.
- C. If any provisions or any portion thereof contained in this contract is held invalid by a court of competent jurisdiction, the remainder of this contract shall be deemed severable and shall not be affected and shall remain in full force and effect.
- D. This contract may be modified upon the written consent of the City and Employee. Modification must be in writing and executed by both parties.

E. Waiver by City or Employee hereto of any term, condition, or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

F. This Agreement shall be interpreted and construed according to the laws of the State of California and venue shall be in the Stanislaus County.

In witness whereof, City has caused this contract to be signed on its behalf by its City Manager, and duly attested by its City Clerk, the Employee has signed this document on or before the date written above.

ATTEST: CITY:

Michael E. Holland, City Manager

Date

APPROVED AS TO FORM: CITY ATTORNEY

Nubia Goldstein

Date

APPROVED AS TO FORM: EMPLOYEE

Lewis Humphries

Date

Exhibit A

Year 1 – July 1, 2023 – June 30, 2024

Job Title	Monthly Salary Range - YEAR 1				
	Step A	Step B	Step C	Step D	Step E
Finance Director	\$ 10,429	\$ 10,950	\$ 11,498	\$ 12,073	\$ 12,677

Year 2 – July 1, 2024 – June 30, 2025

Job Title	Monthly Salary Range - YEAR 2				
	Step A	Step B	Step C	Step D	Step E
Finance Director	\$ 10,429	\$ 10,950	\$ 11,498	\$ 12,073	\$ 12,677

Year 3 – July 1, 2025 – June 30, 2026

Job Title	Monthly Salary Range - YEAR 3				
	Step A	Step B	Step C	Step D	Step E
Finance Director	\$ 11,055	\$ 11,608	\$ 12,188	\$ 12,797	\$ 13,437