



CITY OF NEWARK CITY COUNCIL

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-578-4266 • E-mail: city.clerk@newark.org

City Administration Building
7:30 p.m.
City Council Chambers

AGENDA

Thursday, June 25, 2015

- A. ROLL CALL

- B. MINUTES
 - B.1 Approval of Minutes of the regular City Council meeting of Thursday, June 11, 2015. (MOTION)

- C. PRESENTATIONS AND PROCLAMATIONS
 - C.1 Commendation to Police Officer and Dispatcher of the Year. (COMMENDATIONS)

- D. WRITTEN COMMUNICATIONS
 - D.1 Planning Commission referral of a review of a conditional use permit (U-64-1) for the replacement of a static reader board with an LED marquee sign for the First Presbyterian Church at 35450 Newark Boulevard – from Assistant City Manager Grindall. (RESOLUTION)

- E. PUBLIC HEARINGS
 - E.1 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 1 – from Assistant City Engineer Fajeau. (RESOLUTION)

 - E.2 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 2 – from Assistant City Engineer Fajeau. (RESOLUTION)

 - E.3 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 4 – from Assistant City Engineer Fajeau. (RESOLUTION)

- E.4 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 6 – from Assistant City Engineer Fajeau. (RESOLUTION)**
- E.5 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 7 – from Assistant City Engineer Fajeau. (RESOLUTION)**
- E.6 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 10 – from Assistant City Engineer Fajeau. (RESOLUTION)**
- E.7 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 11 – from Assistant City Engineer Fajeau. (RESOLUTION)**
- E.8 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 13 – from Assistant City Engineer Fajeau. (RESOLUTION)**
- E.9 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 15 – from Assistant City Engineer Fajeau. (RESOLUTION)**
- E.10 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 16 – from Assistant City Engineer Fajeau. (RESOLUTION)**
- E.11 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 17 – from Assistant City Engineer Fajeau. (RESOLUTION)**
- E.12 Hearing to consider adoption of Master Fee Schedule for Fiscal Year 2015-2016 – from Senior Accountant Del Rosario. (RESOLUTION)**

- E.13** Hearing to consider a planned unit development, a conditional use permit, and an environmental determination, for a one-day carnival to be held on August 1, 2015 at NewPark Mall in conjunction with the Halal Food & Eid Festival; and authorization to waive the application fee – from Assistant City Manager Grindall. (RESOLUTION)(MOTION)

F. CITY MANAGER REPORTS

(It is recommended that Items F.1 through F.13 be acted on simultaneously unless separate discussion and/or action is requested by a Council Member or a member of the audience.)

CONSENT

- F.1** Amendment of the 2014-2016 Biennial Budget and Capital Improvement Plan for Fiscal Year 2015-2016 for General Revisions – from Senior Accountant del Rosario. (RESOLUTION)
- F.2** Establishment of the Fiscal Year 2015-2016 Appropriations Limit – from Senior Accountant del Rosario. (RESOLUTION)
- F.3** Approval of Investment Policy – from Senior Accountant del Rosario. (RESOLUTION)
- F.4** Establishment of amount of revenue from property taxes necessary to support City departments for Fiscal Year 2015/2016 – from Senior Accountant del Rosario. (RESOLUTION)
- F.5** Approval of plans and specifications, acceptance of proposal and award of contract to West Coast Arborist, Inc., for Tree Maintenance Services, Project 1119 from Maintenance Supervisor Carey. (MOTION)(RESOLUTION)
- F.6** Authorization for the Mayor to sign an agreement with Alameda County for participation in the Alameda County Urban County for Fiscal Year 2015-2016 – from Assistant City Manager Grindall and Assistant Planner Jimenez. (RESOLUTION)

- F.7 Authorization for the Mayor to sign a Lease Agreement with Viola Blythe Community Service Center of Newark, Inc. for use of the Jerry Raber Newark Ash Street Park Building #1 for the operation of a food and clothing distribution center – from Recreation and Community Services Director David Zehnder. (RESOLUTION)**
- F.8 Authorization for the City Manager to sign a Lease Agreement with Child, Family and Community Services, Inc. for use of the Jerry Raber Ash Street Park Building #2 for the operation of a Head Start Preschool Program – from Recreation and Community Services Director David Zehnder. (RESOLUTION)**
- F.9 Authorization for the City Manager to sign an Agreement with the Newark Chamber of Commerce to provide promotional services and for the rental of office space at 37101 Newark Boulevard – from Assistant City Manager Grindall. (RESOLUTION)**
- F.10 Approval of events within the public right-of-way, authorization to issue an Encroachment Permit to the Portuguese Fraternal Society of America Council No. 16 (Holy Ghost Festival Committee), and provision of traffic control for the annual Holy Ghost Festival on July 25 and 26, 2015 – from Police Sergeant Hoppe and Assistant Engineer Carmen. (MOTION)**
- F.11 Declaration of intent to abandon a portion of the western half of Hickory Street right-of-way north of Perrin Avenue and establishment of July 23, 2015, as the date for a public hearing - from Assistant City Engineer Fajeau. (RESOLUTION)**
- F.12 Initiation of proceedings, confirmation of Engineer’s Report, ordering of improvements, and levying of the first annual assessment for Landscaping and Lighting District No. 18 for Tract 8130 – from Assistant City Engineer Fajeau. (RESOLUTIONS - 2)**
- F.13 Approval of the Memoranda of Understanding with the Newark Association of Miscellaneous Employees (NAME) and the Newark Police Association (NPA); and the Compensation and Benefit Plans for the Confidential Employee Group, and the City Officials, Management, Supervisory, and Professional Employee Group – from Human Resources Director Abe. (RESOLUTIONS - 4)**

NONCONSENT

F.14 Approval of the City of Newark Paid Sick Leave Policy for compliance with the California Healthy Workplaces/Healthy Families Act of 2014 - from Human Resources Director Abe. (RESOLUTION)

F.15 Authorization for the Mayor to sign an amendment to the agreement between the City of Newark and the Alameda County Fire District regarding fire and emergency response services – from City Manager Becker. (RESOLUTION)

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

Approval of Audited Demands for the City Council meeting of June 25, 2015. (MOTION)

M. CLOSED SESSION

N. ADJOURNMENT

Pursuant to Government Code 54957.5: Supplemental materials distributed less than 72 hours before this meeting, to a majority of the City Council, will be made available for public inspection at this meeting and at the City Clerk's Office located at 37101 Newark Boulevard, 5th Floor, during normal business hours. Materials prepared by City staff and distributed during the meeting are available for public inspection at the meeting or after the meeting if prepared by some other person. Documents related to closed session items or are exempt from disclosure will not be made available for public inspection.

For those persons requiring hearing assistance, please make your request to the City Clerk two days prior to the meeting.



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City Administration Building
7:30 p.m.
City Council Chambers

AGENDA

Thursday, June 25, 2015

CITY COUNCIL:

Alan L. Nagy, Mayor
Sucy Collazo, Vice Mayor
Luis L. Freitas
Michael K. Hannon
Mike Bucci

CITY STAFF:

John Becker
City Manager
Terrence Grindall
Assistant City Manager
Susie Woodstock
Administrative Services Director
Sandy Abe
Human Resources Director
Peggy A. Claassen
Public Works Director
Jim Leal
Police Chief
David Zehnder
Recreation and Community
Services Director
David J. Benoun
City Attorney
Sheila Harrington
City Clerk

Welcome to the Newark City Council meeting. The following information will help you understand the City Council Agenda and what occurs during a City Council meeting. Your participation in your City government is encouraged, and we hope this information will enable you to become more involved. The Order of Business for Council meetings is as follows:

- | | |
|-------------------------------------|-------------------------|
| A. ROLL CALL | I. COUNCIL MATTERS |
| B. MINUTES | J. SUCCESSOR AGENCY |
| C. PRESENTATIONS AND PROCLAMATIONS | TO REDEVELOPMENT AGENCY |
| D. WRITTEN COMMUNICATIONS | K. ORAL COMMUNICATIONS |
| E. PUBLIC HEARINGS | L. APPROPRIATIONS |
| F. CITY MANAGER REPORTS | M. CLOSED SESSION |
| G. CITY ATTORNEY REPORTS | N. ADJOURNMENT |
| H. ECONOMIC DEVELOPMENT CORPORATION | |

Items listed on the agenda may be approved, disapproved, or continued to a future meeting. Many items require an action by motion or the adoption of a resolution or an ordinance. When this is required, the words **MOTION**, **RESOLUTION**, or **ORDINANCE** appear in parenthesis at the end of the item. If one of these words does not appear, the item is an informational item.

The attached *Agenda* gives the *Background/Discussion* of agenda items. Following this section is the word *Attachment*. Unless "none" follows *Attachment*, there is more documentation which is available for public review at the Newark Library, the City Clerk's office or at www.newark.org. Those items on the Agenda which are coming from the Planning Commission will also include a section entitled *Update*, which will state what the Planning Commission's action was on that particular item. *Action* indicates what staff's recommendation is and what action(s) the Council may take.

Addressing the City Council: You may speak once and submit written materials on any listed item at the appropriate time. You may speak once and submit written materials on any item **not** on the agenda during *Oral Communications*. To address the Council, please seek the recognition of the Mayor by raising your hand. Once recognized, come forward to the lectern and you may, but you are not required to, state your name and address for the record. Public comments are limited to five (5) minutes per speaker, subject to adjustment by the Mayor. Matters brought before the Council which require an action may be either referred to staff or placed on a future Council agenda.

No question shall be asked of a council member, city staff, or an audience member except through the presiding officer. No person shall use vulgar, profane, loud or boisterous language that interrupts a meeting. Any person who refuses to carry out instructions given by the presiding officer for the purpose of maintaining order may be guilty of an infraction and may result in removal from the meeting.



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City Administration Building
7:30 p.m.
City Council Chambers

Minutes

Thursday, June 11, 2015

A. ROLL CALL

Mayor Nagy called the meeting to order at 7:34 p.m. Present were Council Members Hannon, Freitas, Bucci, and Vice Mayor Collazo.

B. MINUTES

B.1 Approval of Minutes of the regular City Council meeting of Thursday, May 28, 2015.

Council Member Bucci moved, Vice Mayor Nagy seconded, to approve the Minutes of the regular City Council meeting. The motion passed, 5 AYES.

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Proclaiming June as National Salvation Army Month.

Mayor Nagy presented the proclamation to Dr. Sharma of the Salvation Army Tri-Cities Corps.

C.2 Proclaiming June as Elder Abuse Awareness Month.

Mayor Nagy presented the proclamation to Cheryl M. Poncini of the Alameda County District Attorney's office and Lisa Brand of Alameda County Adult Protective Services.

Wynn Greich shared her family's experience with elder abuse and requested the business cards of Ms. Poncini and Ms. Brand.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORTS

Vice Mayor Collazo moved, Council Member Hannon seconded, to approve Consent Calendar Items F.1 through F.2, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions. The motion passed, 5 AYES.

CONSENT

F.1 Authorization for the Mayor to sign a quitclaim deed for the abandoned portion of Hickory Street (eastern half) north of Perrin Avenue.
RESOLUTION NO. 10370

F.2 Authorization for the Mayor to sign an agreement with *The Tri-City Voice* for legal advertising services for Fiscal Year 2015-2016.
RESOLUTION NO. 10371
CONTRACT NO. 15024

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

Mayor Nagy commended Police Officer Aaron Slater and resident Rebecca Gomez who were recognized as community heroes by Assembly Member Kansen Chu.

Council Member Bucci stated that next movie in the park would be held on June 20 at Community Park. He wished the Golden State Warriors good luck in the NBA finals.

Vice Mayor Collazo stated that Big Bang Beat would be performing on June 26 at Shirley Sisk Grove.

J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY

K. ORAL COMMUNICATIONS

Wynn Gr Eich stated that chloramine in water causes collateral health damage. She shared her belief that unregulated chemicals and medicine were in the drinking water. She was against the idea of converting non potable water into drinking water.

L. APPROPRIATIONS

Approval of Audited Demands for the City Council meeting of June 11, 2015. MOTION APPROVED

City Clerk Harrington read the Register of Audited Demands: Check numbers 104788 to 104878

Council Member Freitas moved, Vice Mayor Collazo seconded, to approve the Register of Audited Demands. The motion passed, 5 AYES.

M. CLOSED SESSION

N. ADJOURNMENT

At 7:58 p.m., Mayor Nagy adjourned the City Council meeting.

C.1 Commendation to Police Officer and Dispatcher of the Year. (COMMENDATIONS)

Background/Discussion – Jennifer Bloom has been named Police Officer of the Year. Matt Reymundo has been named Dispatcher of the Year. Commendations will be presented at the City Council meeting.

D.1 Planning Commission referral of a review of a conditional use permit (U-64-1) for the replacement of a static reader board with an LED marquee sign for the First Presbyterian Church at 35450 Newark Boulevard – from Assistant City Manager Grindall. (RESOLUTION)

Background/Discussion - The First Presbyterian Church has submitted an application to replace the existing static reader board portion of their existing monument sign with a Light Emitting Diode (LED) marquee sign.

The proposed sign would replace a static reader board (letters changed manually) that is already a part of the existing monument sign. The sign is used to announce events at the church as well as display inspirational messages. The church is requesting the LED sign as it would allow for multiple messages to be displayed and eliminate the need to change letters manually.

Staff recommends approval of this request subject to the condition that the existing canvas sign that is attached to the block monument sign be removed. As with the Pavilion LED sign, staff has included a condition that the City of Newark be allowed display time on the sign to identify and announce City services and activities, including those of the Chamber of Commerce. The condition stipulating messages not change faster than every four seconds is consistent with Section 5405 of the California Business and Professions Code (part of the State of California Outdoor Advertising Act) which says "...no message center display may include any illumination or message change that is in motion or appears to be in motion or that changes in intensity or exposes its message for less than four seconds." The purpose of this requirement is to avoid distracting drivers, which could result in a hazardous situation.

Environmental Review

The proposed sign is categorically exempt from the California Environmental Quality Act per Section 15311, Class 11(a), minor structure accessory to existing commercial facilities, including on premise signs.

Attachment

Update – At its meeting of June 9, 2015, the Planning Commission approved Resolution No. 1914, with Exhibit A, pages 1 and 2, approving the review of a conditional use permit (U-64-1) for the replacement of a static reader board with an LED marquee sign for the First Presbyterian Church at 35450 Newark Boulevard.

Action - It is recommended that the City Council, by resolution, with Exhibit A, pages 1 and 2, approve the review of a conditional use permit (U-64-1) for the replacement of a static reader board with an LED marquee sign for the First Presbyterian Church at 35450 Newark Boulevard.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING A REVIEW OF AN EXISTING
CONDITIONAL USE PERMIT (U-64-1) FOR THE
REPLACEMENT OF A STATIC READ BOARD WITH AN
LED MARQUEE SIGN FOR THE FIRST PRESBYTERIAN
CHURCH AT 35450 NEWARK BOULEVARD

WHEREAS, the First Presbyterian Church, has filed with the City Council of the City of Newark application for a review of an existing conditional use permit for the replacement of a static reader board with an LED marquee sign at 35450 Newark Boulevard; and

WHEREAS, the Planning Commission considered said application on June 9, 2015 and recommended City Council approval; and

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve this application as shown on Exhibit A, pages 1 and 2, subject to compliance with the following conditions:

Planning Division

- a. No message center display may include any illumination or message change that is in motion or appears to be in motion or changes in intensity or exposes its message for less than four seconds.
- b. The City of Newark shall be allowed a minimum of 20% of the entire display time within a 24-hour period to identify and announce City services and activities, including the Newark Chamber of Commerce. The content of the City-associated displays shall be at the discretion of the City Manager or his designee.
- c. The site and its improvements shall be maintained in a neat and presentable condition, to the satisfaction of the Community Development Director. This shall include, but not be limited to, repainting surfaces damaged by graffiti and site clean-up. Graffiti removal/repainting and site clean-up shall occur on a continuing, as needed basis. Any vehicle or portable building brought on the site during construction shall remain graffiti free.

Engineering Division

- d. Prior to the issuance of a building permit, the applicant shall submit a site plan that shows any proposed electrical service runs and/or points of connection to power the LED sign. Any proposed connections from Newark Boulevard or Cedar Boulevard will require the issuance of a City of Newark Encroachment Permit.
- e. All applicable Best Management Practices from the California Stormwater Quality Best Management Practices Handbook for Construction Activities shall be implemented, as

necessary, to minimize stormwater pollution to the satisfaction of the City Engineer. A note regarding this requirement shall be placed on the site plan prior to the issuance of a building permit.

Building Inspection Division

- f. The developer will need to make an application to the Building Inspection Division for a sign permit. The submittal shall include sign installation details and electrical drawings.

General

- g. All proposed changes from approved exhibits shall be submitted to the Community Development Director who shall decide if they warrant Planning Commission and City Council review and, if so decided, said changes shall be submitted for the Commission's and Council's review and decision. The developer shall pay the prevailing fee for each additional separate submittal of development exhibits requiring Planning Commission and/or City Council review and approval.
- h. If any condition of this review of a conditional use permit be declared invalid or unenforceable by a court of competent jurisdiction, this review of a conditional use permit shall terminate and be of no force and effect, at the election of the City Council on motion.
- i. This review of a conditional use permit shall be referred to the City Council for the Council's review and approval.
- j. The developer hereby agrees to defend, indemnify, and save harmless the City of Newark, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by, the City of Newark, its Council, boards, commissions, officers, employees or agents to challenge or void the permit granted herein or any California Environmental Quality Act determinations related thereto.
- k. The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and other exactions. The developer is hereby further notified that the 90-day approval period in which the developer may protest these fees, dedications, reservations and other exactions, pursuant to Government Code Section 66020(a), has begun. If the developer fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the developer will be legally barred from later challenging such exactions.

OVERALL CAMPUS SITE PLAN

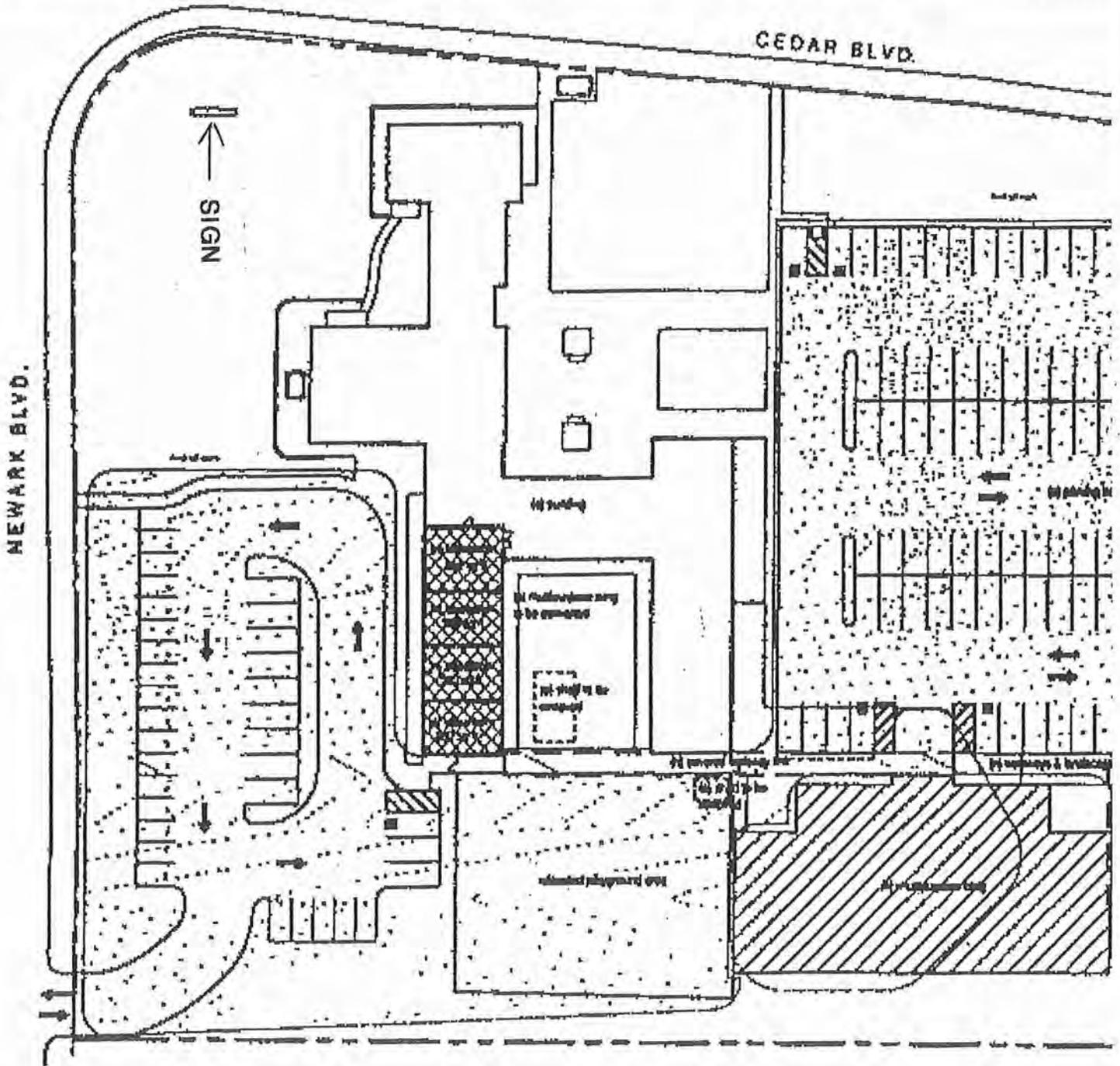


EXHIBIT A, p.1

**IF YOU CHOOSE TO
PLAY THE VICTIM
YOU WILL NEVER
BE THE VICTOR!!!
SEE YOU SUNDAY
NO APPT. NEEDED**

**AMERICA'S
BEST
5 YEAR
LED
WARRANTY**



SIGN CAPABILITIES:

# of Lines	16 mm-64 x 128	
	Character Size (in)	# of Character per Line
8	4.4	21
7	5.0	18
6	5.7	16
5	6.9	12
4	9.4	9
3	12.6	8
2	19.5	5
1	39.7	2

**HI DEF LED Model #16mm-GV & CV-64x128
3'10"x7'3" LED Cabinet • EXISTING Brick Structure
REF: #118473 • DATE: APRIL 9, 2015**

Sketch #1&2 Approved:

Date: _____ A FAX SIGNATURE IS BINDING UPON BOTH PARTIES

The Signs Plus Building, 4242 McIntosh Lane, Sarasota, FL 34232
This colored sketch is provided as an example of color. There is no exact match between ink and paint. Signs Plus does not guarantee such.
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EXHIBIT
A02

Planning Commission Actions

Meeting Date: _____

Meeting Time: _____

Meeting Location: _____

Meeting Agenda: _____

Meeting Minutes: _____

Meeting Report: _____

Meeting Notes: _____

Meeting Summary: _____

Meeting Outcome: _____

Meeting Action Items: _____

Meeting Follow-up: _____

Meeting Contact: _____

Meeting Date: _____

Meeting Time: _____

Meeting Location: _____

Meeting Agenda: _____

Meeting Minutes: _____

Meeting Report: _____

Meeting Notes: _____

Meeting Summary: _____

Meeting Outcome: _____

Meeting Action Items: _____

Meeting Follow-up: _____

Meeting Contact: _____

Meeting Date: _____

Meeting Time: _____

Meeting Location: _____

Meeting Agenda: _____

Meeting Minutes: _____

RESOLUTION NO. 1914

RESOLUTION APPROVING A REVIEW OF AN EXISTING
CONDITIONAL USE PERMIT (U-64-1) FOR THE
REPLACEMENT OF A STATIC READ BOARD WITH AN
LED MARQUEE SIGN FOR THE FIRST PRESBYTERIAN
CHURCH AT 35450 NEWARK BOULEVARD

WHEREAS, the First Presbyterian Church, has filed with the Planning Commission of the City of Newark application for a review of an existing conditional use permit for the replacement of a static reader board with an LED marquee sign at 35450 Newark Boulevard; and

WHEREAS, the Planning Commission considered said application at 7:30 p.m. on June 9, 2015 at the City Administration Building, 37101 Newark Boulevard, Newark, California.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission does hereby recommend the City Council approve this application as shown on Exhibit A, pages 1 and 2, subject to compliance with the following conditions:

Planning Division

- a. No message center display may include any illumination or message change that is in motion or appears to be in motion or changes in intensity or exposes its message for less than four seconds.
- b. The City of Newark shall be allowed a minimum of 20% of the entire display time within a 24-hour period to identify and announce City services and activities, including the Newark Chamber of Commerce. The content of the City-associated displays shall be at the discretion of the City Manager or his designee.
- c. The site and its improvements shall be maintained in a neat and presentable condition, to the satisfaction of the Community Development Director. This shall include, but not be limited to, repainting surfaces damaged by graffiti and site clean-up. Graffiti removal/repainting and site clean-up shall occur on a continuing, as needed basis. Any vehicle or portable building brought on the site during construction shall remain graffiti free.

Engineering Division

- d. Prior to the issuance of a building permit, the applicant shall submit a site plan that shows any proposed electrical service runs and/or points of connection to power the LED sign. Any proposed connections from Newark Boulevard or Cedar Boulevard will require the issuance of a City of Newark Encroachment Permit.

- e. All applicable Best Management Practices from the California Stormwater Quality Best Management Practices Handbook for Construction Activities shall be implemented, as necessary, to minimize stormwater pollution to the satisfaction of the City Engineer. A note regarding this requirement shall be placed on the site plan prior to the issuance of a building permit.

Building Inspection Division

- f. The developer will need to make an application to the Building Inspection Division for a sign permit. The submittal shall include sign installation details and electrical drawings.

General

- g. All proposed changes from approved exhibits shall be submitted to the Community Development Director who shall decide if they warrant Planning Commission and City Council review and, if so decided, said changes shall be submitted for the Commission's and Council's review and decision. The developer shall pay the prevailing fee for each additional separate submittal of development exhibits requiring Planning Commission and/or City Council review and approval.
- h. If any condition of this review of a conditional use permit be declared invalid or unenforceable by a court of competent jurisdiction, this review of a conditional use permit shall terminate and be of no force and effect, at the election of the City Council on motion.
- i. This review of a conditional use permit shall be referred to the City Council for the Council's review and approval.
- j. The developer hereby agrees to defend, indemnify, and save harmless the City of Newark, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by, the City of Newark, its Council, boards, commissions, officers, employees or agents to challenge or void the permit granted herein or any California Environmental Quality Act determinations related thereto.
- k. The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and other exactions. The developer is hereby further notified that the 90-day approval period in which the developer may protest these fees, dedications, reservations and other exactions, pursuant to Government Code Section 66020(a), has begun. If the developer fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the developer will be legally barred from later challenging such exactions.

This Resolution was introduced at the Planning Commission's June 9, 2015 meeting by Commissioner Otterstetter, seconded by Commissioner Nillo, and passed as follows:

AYES: Aguilar, Bridges, Fitts, Nillo and Otterstetter.

NOES: None.

ABSENT: None.

s/Terrence Grindall
TERRENCE GRINDALL, Secretary

s/William Fitts
WILLIAM FITTS, Chairperson

Due to the size of the attachments for public hearings E.1 – E.11, the Annual Engineer’s Report for Landscaping and Lighting Districts have been scanned and posted to the website as a separate document.

E.1 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 1 – from Assistant City Engineer Fajeau. (RESOLUTION)

Background/Discussion – The City Council has set June 25, 2015, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 1. This district includes properties which abut Central Avenue between Filbert Street and Willow Street and provides for the maintenance of median landscaping on Central Avenue between Filbert Street and Willow Street, and buffer landscaping adjacent to the Alameda County flood control channel immediately west of Filbert Street. Maintenance and operation of median street lights along this portion of Central Avenue are also included in this district. An annual public hearing is necessary to adopt the Engineer's Report to provide funds for this district.

The total assessment for this district as provided in the Engineer's Report is \$42,100 for the 2015-2016 fiscal year.

Attachment

Action - Upon conclusion of the public hearing, it is recommended that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 1 for the 2015-2016 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK CONFIRMING DIAGRAM AND ASSESSMENT
AND LEVYING ASSESSMENT FOR FISCAL YEAR 2015-2016

ASSESSMENT DISTRICT NO. 1

(Pursuant to the Landscaping and Lighting Act of 1972)

The City Council of the City of Newark resolves:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council directed the City Engineer, Engineer of Work for Assessment District No. 1, to prepare and file an annual report for Fiscal Year 2015-2016.
2. The Engineer of Work filed the annual report on May 28, 2014, and the City Council adopted its resolution of intention to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2015-2016 and set a public hearing to be held on June 25, 2015, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.
3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.
4. The City Council hereby confirms the diagram and assessment as set forth in the annual report of the Engineer of Work and hereby levies the assessment set forth therein for Fiscal Year 2015-2016.

E.2 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 2 – from Assistant City Engineer Fajeau. (RESOLUTION)

Background/Discussion – The City Council has set June 25, 2015, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 2. This district provides for the maintenance of median and in-tract buffer landscaping on Jarvis Avenue adjacent to and within the boundaries of Tract 5232, Dumbarton Technology Park, on Jarvis Avenue at Lido Boulevard, as well as the Newark Boulevard medians fronting the Raley's and Safeway shopping centers. An annual public hearing is necessary to adopt the Engineer's Report to provide funds for this district.

The total assessment for this district as provided in the Engineer's Report is \$27,100 for the 2015-2016 fiscal year.

Attachment

Action - Upon conclusion of the public hearing, it is recommended that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 2 for the 2015-2016 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK CONFIRMING DIAGRAM AND ASSESSMENT
AND LEVYING ASSESSMENT FOR FISCAL YEAR 2015-2016

ASSESSMENT DISTRICT NO. 2
(Pursuant to the Landscaping and Lighting Act of 1972)

The City Council of the City of Newark resolves:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council directed the City Engineer, Engineer of Work for Assessment District No. 2, to prepare and file an annual report for Fiscal Year 2015-2016.
2. The Engineer of Work filed the annual report on May 28, 2015, and the City Council adopted its resolution of intention to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2015-2016 and set a public hearing to be held on June 25, 2015, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.
3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.
4. The City Council hereby confirms the diagram and assessment as set forth in the annual report of the Engineer of Work and hereby levies the assessment set forth therein for Fiscal Year 2015-2016.

E.3 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 4 – from Assistant City Engineer Fajeau. (RESOLUTION)

Background/Discussion – The City Council has set June 25, 2015, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 4. This district provides for the maintenance of median landscaping on Stevenson Boulevard from the Nimitz Freeway to Eureka Drive (west) and on Cherry Street between Stevenson Boulevard and the Sportsfield Park. An annual public hearing is necessary to adopt the Engineer’s Report to provide funds for this district.

The total assessment for this district as provided in the Engineer’s Report is \$48,000 for the 2015-2016 fiscal year.

Attachment

Action - Upon conclusion of the public hearing, it is recommended that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 4 for the 2015-2016 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK CONFIRMING DIAGRAM AND ASSESSMENT
AND LEVYING ASSESSMENT FOR FISCAL YEAR 2015-2016

ASSESSMENT DISTRICT NO. 4

(Pursuant to the Landscaping and Lighting Act of 1972)

The City Council of the City of Newark resolves:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council directed the City Engineer, Engineer of Work for Assessment District No. 4, to prepare and file an annual report for Fiscal Year 2015-2016.
2. The Engineer of Work filed the annual report on May 28, 2015, and the City Council adopted its resolution of intention to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2015-2016 and set a public hearing to be held on June 25, 2015, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.
3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.
4. The City Council hereby confirms the diagram and assessment as set forth in the annual report of the Engineer of Work and hereby levies the assessment set forth therein for Fiscal Year 2015-2016.

E.4 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 6 – from Assistant City Engineer Fajeau. (RESOLUTION)

Background/Discussion – The City Council has set June 25, 2015, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 6. This district provides for the maintenance of median and greenbelt landscaping and the irrigation systems in the area formerly known as Redevelopment Area No. 2. The area is the property generally bounded by Balentine Drive, Cedar Boulevard, Stevenson Boulevard, and the Nimitz Freeway.

For many years all expenses for Landscaping and Lighting District No. 6 were paid out of the reserves deposited by the original developer and there has never been an assessment levied on any of the properties in the district. However, with approval of the Cedar Lane residential project (Tract 8166), and the submitted petition from the project developer to participate in the district, it is anticipated that there may be sufficient votes to levy an assessment for next fiscal year.

All property owners in this district will receive a “zero” assessment for 2015-2016.

Attachment

Action - Upon conclusion of the public hearing, it is recommended that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 6 for the 2015-2016 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK CONFIRMING DIAGRAM AND ASSESSMENT
AND LEVYING ASSESSMENT FOR FISCAL YEAR 2015-2016

ASSESSMENT DISTRICT NO. 6
(Pursuant to the Landscaping and Lighting Act of 1972)

The City Council of the City of Newark resolves:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council directed the City Engineer, Engineer of Work for Assessment District No. 6, to prepare and file an annual report for Fiscal Year 2015-2016.
2. The Engineer of Work filed the annual report on May 28, 2015, and the City Council adopted its resolution of intention to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2015-2016 and set a public hearing to be held on June 25, 2015, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.
3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.
4. The City Council hereby confirms the diagram and assessment as set forth in the annual report of the Engineer of Work and hereby levies the assessment set forth therein for Fiscal Year 2015-2016.

E.5 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 7 – from Assistant City Engineer Fajeau. (RESOLUTION)

Background/Discussion – The City Council has set June 25, 2015, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 7. This district provides for the maintenance of Rosemont Square Shopping Center buffer landscaping and the landscape irrigation system within the public right-of-way and easement areas on Jarvis Avenue, Newark Boulevard, and Cedar Boulevard.

The total assessment for this district as provided in the Engineer’s Report is \$25,600 for the 2015-2016 fiscal year.

Attachment

Action - Upon conclusion of the public hearing, it is recommended that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 7 for the 2015-2016 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK CONFIRMING DIAGRAM AND ASSESSMENT
AND LEVYING ASSESSMENT FOR FISCAL YEAR 2015-2016

ASSESSMENT DISTRICT NO. 7
(Pursuant to the Landscaping and Lighting Act of 1972)

The City Council of the City of Newark resolves:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council directed the City Engineer, Engineer of Work for Assessment District No. 7, to prepare and file an annual report for Fiscal Year 2015-2016.
2. The Engineer of Work filed the annual report on May 28, 2015, and the City Council adopted its resolution of intention to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2015-2016 and set a public hearing to be held on June 25, 2015, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.
3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.
4. The City Council hereby confirms the diagram and assessment as set forth in the annual report of the Engineer of Work and hereby levies the assessment set forth therein for Fiscal Year 2015-2016.

E.6 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 10 – from Assistant City Engineer Fajeau. (RESOLUTION)

Background/Discussion – The City Council has set June 25, 2015, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 10. This district is a consolidated district which includes miscellaneous developments at several locations. These locations and the work involved are as follows:

- 10a. The maintenance of Jarvis Avenue and Lido Boulevard median-island and street landscaping, and lighting adjacent to the boundaries of Tract 5318, Lexington Square.
- 10b. Maintenance of landscaping and the landscape irrigation system within easement areas adjacent to the public right-of-way on the north side of Central Avenue between the Nimitz Freeway and Timber Street.
- 10c. Maintenance of landscaping and the landscape irrigation system within easement areas adjacent to the public right-of-way on Morton Avenue for Geomax.
- 10d. Maintenance of landscaping and the landscape irrigation system within easement areas adjacent to the public right-of-way on Enterprise Court and Enterprise Drive for Parcel 1 of Tentative Parcel Map 5109.
- 10e. Maintenance of landscaping and the landscape irrigation system adjacent to Cedar Boulevard south of Mowry Avenue for Jiffy Lube.
- 10f. Maintenance of landscaping and the landscape irrigation system for the apartment complex at the intersection of Rich Avenue and Magnolia Street.
- 10g. Maintenance of landscaping and the landscape irrigation system within easement areas on Smith Avenue and Cedar Boulevard for the Cedar Boulevard Neighborhood Church.
- 10h. Maintenance of landscaping and the landscape irrigation system within easement areas for the parcel adjacent to Eucalyptus Grove Park.
- 10i. Maintenance of landscaping and the landscape irrigation system within easement areas and the public right-of-way on Cherry Street for Thoro Systems.
- 10j. Maintenance of landscaping and the landscape irrigation system within the public right-of-way and easement areas for the King & Lyons development at Thornton Avenue and Willow Street.
- 10k. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Central Avenue for Bay Mirror.

- 10l. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and easement areas on Cedar Boulevard near Moores Avenue for Empire Tractor.
- 10m. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Mowry Avenue for the property at the northeast corner of Mowry Avenue and Cedar Boulevard.
- 10n. The maintenance of street lighting within the public right-of-way and landscaping and the landscape irrigation system within the public right-of-way and easement areas adjacent to the public right-of-way on Cedar Boulevard and Balentine Drive for TJ Maxx.
- 10o. The maintenance of street lighting within the public right-of-way and landscaping and the landscape irrigation system within the public right-of-way and the easement areas adjacent to the public right-of-way on Newark Boulevard and Cedar Boulevard for Lido Faire Shopping Center.
- 10p. The maintenance of street lighting within the public right-of-way and landscaping and the landscape irrigation system within the public right-of-way on Sycamore Street for B.K. Mills.
- 10q. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Magnolia Street for the Moose Lodge.
- 10r. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Central Avenue at the Southern Pacific railroad right-of-way for Leslie Salt Company.
- 10s. The maintenance of landscaping and the landscape irrigation system within landscape easement areas on Cedar Boulevard at Central Avenue for Parcel 1 of Parcel Map 4073.
- 10t. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cedar Boulevard north of Lake Boulevard for Lot 5 of Tract 5361.
- 10u. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Magnolia Street south of Graham Avenue for Parcel 1 of Parcel Map 6178.
- 10v. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Smith Avenue west of Cherry Street for Parcel 4 of Parcel Map 1425.

- 10w. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cedar Boulevard and Mowry Avenue for Parcels 1, 2, 3, and 6 of Parcel Map 3028.
- 10x. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on the cul-de-sac of Enterprise Court at 37569 Enterprise Court.
- 10y. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Magnolia Street and Graham Avenue at 37088 Magnolia Street (formerly 6963 Graham Avenue).
- 10z. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on the Thornton Avenue and Locust Street frontage of 37010 Locust Street.
- 10aa. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Enterprise Drive and Hickory Street at 8610 Enterprise Drive.
- 10ac. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Thornton Avenue and Sycamore Street at 7275 Thornton Avenue.
- 10ad. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Thornton Avenue at 6152 Thornton Avenue.
- 10ae. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cedar Boulevard south of Mowry Avenue.
- 10af. The maintenance of landscaping, the landscape irrigation system, and the concrete block wall within the public right-of-way and adjacent easement areas on Mowry Avenue and Cedar Boulevard for the shopping center that includes 5789 Mowry Avenue.
- 10ag. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Hickory Street at 37137 Hickory Street.
- 10ah. The maintenance of median-island landscaping and lighting, and street frontage landscaping up to 30 feet in width along all streets within the boundaries of Bridgeway Technology Park on Fircrest Street.
- 10ai. The maintenance of lighting within public right-of-way and landscaping and landscape irrigation system within easement areas adjacent to the public right-of-way along Dairy

- Avenue, Newark Boulevard, and Thornton Avenue for the Foxwood condominium project.
- 10aj. The maintenance of lighting within public right-of-way and landscaping and landscape irrigation system within easement areas adjacent to the public right-of-way on Magnolia Street, Graham Avenue, and Sycamore Street for the Summerhill Apartments.
 - 10ak. The maintenance of lighting within public right-of-way and landscaping and landscape irrigation system within easement areas adjacent to the public right-of-way on Cherry Street and Dairy Avenue for the Summerhill Apartments.
 - 10al. Maintenance of landscaping, landscape irrigation and lighting within the entire street right-of-way of Potrero Avenue; the easterly portion of Cherry Street, Buena Vista Drive and Parada Street contiguous to Tract 5869; and the easterly portion of Parada Street contiguous to Tract 5810; and the northerly portion of Stevenson Boulevard contiguous to Tract 5810, excluding the median islands within Cherry Street and Stevenson Boulevard.
 - 10am. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and easement areas on Smith Avenue for the Oatey Company.
 - 10an. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Thornton Avenue at Cedar Boulevard for Newark Square shopping center.
 - 10ao. The maintenance and/or construction of landscaping and the irrigation system within the public right-of-way and adjacent easement areas on the Mowry School Road frontage of the property to the rear of Fremont Ford.
 - 10ap. The construction and maintenance of landscaping and an irrigation system within the public right-of-way and adjacent easement areas on Morton Avenue for Morton Salt.
 - 10aq. Construction and maintenance of landscaping and the landscape irrigation system within the public right-of-way and easement areas on the Cedar Boulevard frontage of the shopping center on the northwest corner of Newark Boulevard and Cedar Boulevard.
 - 10ar. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Central Avenue and on Clark Avenue for Matheson Gas.
 - 10as. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Smith Avenue at 6565 Smith Avenue.

- 10at. The construction and/or maintenance of the Art in Public Places Element required in accordance with Newark City Council Resolution No. 5682 within the public right-of-way and/or adjacent easement areas on Parcels 1 and 2 of Tract 5343.
- 10au. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Newark Boulevard at 35193 Newark Boulevard.
- 10av. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cedar Boulevard at 37300 Cedar Boulevard.
- 10aw. The maintenance and/or construction of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Fircrest Street at Assessor's Parcel No. 537-460-12-3.
- 10ax. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Enterprise Drive and Willow Street at 8400 Enterprise Drive.
- 10ay. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Mowry Avenue and Cherry Street.
- 10az. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Balentine Drive at Parcel 1 of Parcel Map 6692.
- 10ba. The maintenance and/or construction of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cherry Street north of Thornton Avenue.
- 10bb. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Jarvis Avenue and Newark Boulevard.
- 10bc. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Cherry Street south of Robertson Avenue.
- 10bd. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement areas on Filbert Street and Central Avenue.
- 10be. The maintenance of landscaping and the landscape irrigation system within the public right-of-way and adjacent easement along the street frontage on Balentine Drive.

Since this district is for properties responsible for their own maintenance, all property owners for all subdistricts in this district will receive a "zero" assessment for 2015-2016.

Attachment

Action - Upon conclusion of the public hearing, it is recommended that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 10 for the 2015-2016 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK CONFIRMING DIAGRAM AND ASSESSMENT
AND LEVYING ASSESSMENT FOR FISCAL YEAR 2015-2016

ASSESSMENT DISTRICT NO. 10
(Pursuant to the Landscaping and Lighting Act of 1972)

The City Council of the City of Newark resolves:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council directed the City Engineer, Engineer of Work for Assessment District No. 10, to prepare and file an annual report for Fiscal Year 2015-2016.
2. The Engineer of Work filed the annual report on May 28, 2015, and the City Council adopted its resolution of intention to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2015-2016 and set a public hearing to be held on June 25, 2015, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.
3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.
4. The City Council hereby confirms the diagram and assessment as set forth in the annual report of the Engineer of Work and hereby levies the assessment set forth therein for Fiscal Year 2015-2016.

E.7 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 11 – from Assistant City Engineer Fajeau. (RESOLUTION)

Background/Discussion – The City Council has set June 25, 2015, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 11. This district provides for the maintenance of landscaped medians on Edgewater Drive and Parkshore Drive within the Lake Area.

The total assessment for this district as provided in the Engineer’s Report is \$24,600 for the 2015-2016 fiscal year. There are a total of 1,127 properties within this district. The assessment per property is \$22, which is the same amount charged per property last year.

Attachment

Action - Upon conclusion of the public hearing, it is recommended that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 11 for the 2015-2016 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK CONFIRMING DIAGRAM AND ASSESSMENT
AND LEVYING ASSESSMENT FOR FISCAL YEAR 2015-2016

ASSESSMENT DISTRICT NO. 11
(Pursuant to the Landscaping and Lighting Act of 1972)

The City Council of the City of Newark resolves:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council directed the City Engineer, Engineer of Work for Assessment District No. 11, to prepare and file an annual report for Fiscal Year 2015-2016.
2. The Engineer of Work filed the annual report on May 28, 2015, and the City Council adopted its resolution of intention to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2015-2016 and set a public hearing to be held on June 25, 2015, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.
3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.
4. The City Council hereby confirms the diagram and assessment as set forth in the annual report of the Engineer of Work and hereby levies the assessment set forth therein for Fiscal Year 2015-2016.

E.8 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 13 – from Assistant City Engineer Fajeau. (RESOLUTION)

Background/Discussion – The City Council has set June 25, 2015, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 13. This district provides for the maintenance of landscaping within portions of the Citation Homes and Bren developments located on Thornton Avenue near Willow Street. An annual public hearing is necessary to adopt the Engineer’s Report to provide funds for this district.

Since this district performs its own maintenance of frontage landscaping, all property owners in this district will receive a “zero” assessment for 2015-2016.

Attachment

Action - Upon conclusion of the public hearing, it is recommended that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 13 for the 2015-2016 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK CONFIRMING DIAGRAM AND ASSESSMENT
AND LEVYING ASSESSMENT FOR FISCAL YEAR 2015-2016

ASSESSMENT DISTRICT NO. 13
(Pursuant to the Landscaping and Lighting Act of 1972)

The City Council of the City of Newark resolves:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council directed the City Engineer, Engineer of Work for Assessment District No. 13, to prepare and file an annual report for Fiscal Year 2015-2016.
2. The Engineer of Work filed the annual report on May 28, 2015, and the City Council adopted its resolution of intention to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2015-2016 and set a public hearing to be held on June 25, 2015, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.
3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.
4. The City Council hereby confirms the diagram and assessment as set forth in the annual report of the Engineer of Work and hereby levies the assessment set forth therein for Fiscal Year 2015-2016.

E.9 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 15 – from Assistant City Engineer Fajeau. (RESOLUTION)

Background/Discussion – The City Council has set June 25, 2015, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 15. This district provides for the maintenance of landscaping along Robertson Avenue at Iris Court. An annual public hearing is necessary to adopt the Engineer’s Report to provide funds for this district.

The total assessment for this district as provided in the Engineer’s Report is \$5,046 for the 2015-2016 fiscal year. The assessment per property is \$174.00.

Attachment

Action - Upon conclusion of the public hearing, it is recommended that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 15 for the 2015-2016 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK CONFIRMING DIAGRAM AND ASSESSMENT
AND LEVYING ASSESSMENT FOR FISCAL YEAR 2015-2016

ASSESSMENT DISTRICT NO. 15
(Pursuant to the Landscaping and Lighting Act of 1972)

The City Council of the City of Newark resolves:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council directed the City Engineer, Engineer of Work for Assessment District No. 15, to prepare and file an annual report for Fiscal Year 2015-2016.
2. The Engineer of Work filed the annual report on May 28, 2015, and the City Council adopted its resolution of intention to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2015-2016 and set a public hearing to be held on June 25, 2015, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.
3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.
4. The City Council hereby confirms the diagram and assessment as set forth in the annual report of the Engineer of Work and hereby levies the assessment set forth therein for Fiscal Year 2015-2016.

E.10 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 16 – from Assistant City Engineer Fajeau. (RESOLUTION)

Background/Discussion – The City Council has set June 25, 2015, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 16. This district provides for the maintenance of landscaping for Tract 6671 on Jarvis Avenue at Kiote Drive. An annual public hearing is necessary to adopt the Engineer’s Report to provide funds for this district.

The total assessment for this district as provided in the Engineer’s Report is \$19,900 for the 2015-2016 fiscal year. The assessment per property is \$210.

Attachment

Action - Upon conclusion of the public hearing, it is recommended that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 16 for the 2015-2016 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK CONFIRMING DIAGRAM AND ASSESSMENT
AND LEVYING ASSESSMENT FOR FISCAL YEAR 2015-2016

ASSESSMENT DISTRICT NO. 16
(Pursuant to the Landscaping and Lighting Act of 1972)

The City Council of the City of Newark resolves:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council directed the City Engineer, Engineer of Work for Assessment District No. 16, to prepare and file an annual report for Fiscal Year 2015-2016.
2. The Engineer of Work filed the annual report on May 28, 2015, and the City Council adopted its resolution of intention to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2015-2016 and set a public hearing to be held on June 25, 2015, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.
3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.
4. The City Council hereby confirms the diagram and assessment as set forth in the annual report of the Engineer of Work and hereby levies the assessment set forth therein for Fiscal Year 2015-2016.

E.11 Hearing to consider annual levy of assessment in conjunction with Landscaping and Lighting District No. 17 – from Assistant City Engineer Fajeau. (RESOLUTION)

Background/Discussion – The City Council has set June 25, 2015, as the date for the public hearing for the annual levy of assessments in conjunction with Landscaping and Lighting District No. 17. This district provides for the maintenance of landscaping for Tract 7004 on Newark Boulevard and Mayhews Landing Road. An annual public hearing is necessary to adopt the Engineer's Report to provide funds for this district.

The total assessment for this district as provided in the Engineer's Report is \$6,200 for the 2015-2016 fiscal year. The assessment per property is \$187.

Attachment

Action - Upon conclusion of the public hearing, it is recommended that the City Council, by resolution, approve the diagram and assessment and levy the annual assessment for Landscaping and Lighting District No. 17 for the 2015-2016 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK CONFIRMING DIAGRAM AND ASSESSMENT
AND LEVYING ASSESSMENT FOR FISCAL YEAR 2015-2016

ASSESSMENT DISTRICT NO. 17
(Pursuant to the Landscaping and Lighting Act of 1972)

The City Council of the City of Newark resolves:

1. Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council directed the City Engineer, Engineer of Work for Assessment District No. 17, to prepare and file an annual report for Fiscal Year 2015-2016.
2. The Engineer of Work filed the annual report on May 28, 2015, and the City Council adopted its resolution of intention to levy and collect assessments within the Landscaping and Lighting District for Fiscal Year 2015-2016 and set a public hearing to be held on June 25, 2015, in the meeting place of the City Council, 37101 Newark Boulevard, Newark, California, 94560. Notice of the hearing was given in the time and manner required by law.
3. At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.
4. The City Council hereby confirms the diagram and assessment as set forth in the annual report of the Engineer of Work and hereby levies the assessment set forth therein for Fiscal Year 2015-2016.

**E.12 Hearing to consider adoption of Master Fee Schedule for Fiscal Year 2015-2016 –
from Senior Accountant Del Rosario. (RESOLUTION)**

Background/Discussion – The City’s Master Fee Schedule (MFS) is reviewed annually. The proposed MFS for Fiscal Year 2015-2016 is based on an analysis of both direct and indirect costs for the delivery of certain City programs and services. Market factors were also considered in establishing the proposed fees. The proposed MFS is the result of input from all City departments.

The City Attorney has advised that as a result of a December 22, 2005, California Supreme Court case (Barratt-American, Inc. vs. City of Rancho Cucamonga), the reenactment of previously existing fees without change nullifies the applicable statute of limitations and, thus, reopens those fees to legal challenge. It is recommended that the Council amend only those sections of the Master Fee Schedule that staff is suggesting be changed. The sections adopted, deleted, or amended by Council will then be editorially merged with the unchanged portions of the Master Fee Schedule as adopted by the City Council in Resolution No. 10,217 on June 12, 2014.

Attachment

Action - It is recommended that the City Council, by resolution, amend the Master Fee Schedule for Fiscal Year 2015-2016.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AMENDING THE MASTER FEE SCHEDULE FOR
FISCAL YEAR 2015-2016

WHEREAS, the City Council of the City of Newark is authorized to prescribe and establish fees in regard to services or functions performed by the City for the public in a governmental and proprietary capacity; and

WHEREAS, the City Council of the City of Newark has, from time to time, established fees by resolution for services as authorized pursuant to the Newark Municipal Code, most recently on June 12, 2014 by Resolution No. 10,217.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby amend only those portions of the City of Newark Master Fee Schedule as set forth in Exhibit "A," attached hereto and incorporated herein by this reference and made part hereof as though set forth at length.

Due to the size of the attachments for Item E.12, the summary of proposed changes to the Master Fee Schedule has been scanned and posted to the website as a separate document.

**E.13 Hearing to consider a planned unit development, a conditional use permit, and an environmental determination, for a one-day carnival to be held on August 1, 2015 at NewPark Mall in conjunction with the Halal Food & Eid Festival; and authorization to waive the application fee – from Assistant City Manager Grindall.
(RESOLUTION)(MOTION)**

Background/Discussion – Mr. Irfan Rydhan has made an application for a carnival during the Halal Food & Eid Festival planned for Saturday, August 1, 2015. This will be the third Halal Food & Eid Festival at NewPark Mall and will include a wide variety of different cuisine from around the world including Indian, Pakistani, Middle Eastern, Arab, Mediterranean, African as well as American. There will be a large bazaar featuring vendors selling a wide variety of items such as clothing, jewelry, gifts, toys, and artwork from around the world. There will also be carnival rides and games for children and families. The Festival will be located in the same general area where the Farmers Market is held every weekend on Sundays. The applicant, a nonprofit organization, has also requested a fee waiver.

Events like circuses and carnivals are not considered permitted uses in this Regional Commercial zoning district, so they require Planning Commission and City Council approval. As these events can attract large crowds, this process allows conditions of approval to be established in order to assure a safe and orderly event.

The proposed project is categorically exempt from the California Environmental Quality Act per section 15304, Class 4(e), minor temporary use of land having negligible or no permanent effect on the environment.

Attachment

Update – At its meeting of June 9, 2015, the Planning Commission approved Resolution No. 1913 with Exhibit A, for P-15-17, a planned unit development, U-15-18, a conditional use permit, and E-15-19, an environmental determination, for a one-day carnival to be held on August 1, 2015 at NewPark Mall (APN 901-011-025) in conjunction with the Halal Food & Eid Festival.

Action – It is recommended that the City Council, (1) adopt a Resolution approving P-15-17, a planned unit development, U-15-18, a conditional use permit, and E-15-19, an environmental determination, for a one-day carnival to be held on August 1, 2015 at NewPark Mall in conjunction with the Halal Food & Eid Festival; and (2) by motion, authorize a waiver of the application fee.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING P-15-17, A PLANNED UNIT DEVELOPMENT, U-15-18, A CONDITIONAL USE PERMIT, AND E-15-19, AN ENVIRONMENTAL DETERMINATION, FOR A ONE-DAY CARNIVAL TO BE HELD ON AUGUST 1, 2015 AT NEWPARK MALL IN CONJUNCTION WITH THE HALAL FOOD & EID FESTIVAL

WHEREAS, Mr. Irfan Rydhan has filed with the City Council of the City of Newark application for P-15-17, a planned unit development, U-15-18, a conditional use permit, and E-15-19, an environmental determination, for a one-day carnival to be held on August 1, 2015 at NewPark Mall in conjunction with the Halal Food & Eid Festival; and

WHEREAS, pursuant to Municipal Code Section 17.72.060, a public hearing notice was published in The Argus on May 30, 2015, and mailed as required, and the Planning Commission held a public hearing on said application at 7:30 p.m. on June 9, 2015, at the City Administration Building, 37101 Newark Boulevard, Newark, California.

WHEREAS, the Planning Commission considered said application on June 9, 2015 and recommended City Council approval; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approve this application as shown on Exhibit A, subject to compliance with the following conditions:

Planning Division

- a. This approval shall be for the Halal Festival on August 1, 2015 between the hours of 12:00 p.m. (noon) and 7:00 p.m., with a reasonable amount of time for set-up prior to opening and for clean-up after closing, as determined by the Community Development Director.
- b. The volume levels of all sound equipment and speakers associated with this project shall not exceed levels determined to be acceptable by the Community Development Director.
- c. All lighting shall be directed on-site so as not to create glare off-site.
- d. Parking lot cleaning with sweeping or vacuum equipment shall not be permitted between 9:00 p.m. and 7:00 a.m.
- e. Garbage and recycling pick-up shall be coordinated with Republic Services of Alameda County so that a sufficient number of dumpsters are available on-site and picked-up to ensure no refuse, garbage or recycling is stored outdoors except within the approved trash and recycling dumpsters. Prior to the event openings, the developer shall submit written

evidence of Republic Services' approval.

- f. The site and its improvements shall be maintained in a neat and presentable condition, to the satisfaction of the Community Development Director. This shall include, but not be limited to, repainting surfaces damaged by graffiti and site clean-up. Graffiti removal/repainting and site clean-up shall occur on a continuing, as needed basis. Any vehicle or portable building brought on the site shall remain graffiti free.
- g. The event staff shall direct patrons to park their vehicles in the NewPark Mall parking lot.
- h. The event staff shall submit evidence of approval from the County Health Department for the proposed food and beverage sales. There shall be no alcoholic beverage sales.
- i. Within 24 hours of the final performance on August 1, 2015, all structures and improvements brought to the subject site associated with this project shall be removed and the New Park Mall parking lot returned to its original, pre-carnival condition, to the satisfaction of the Community Development Director. The New Park Mall will be responsible for the cleanup after the event.

Engineering Division

- j. The event staff shall implement all applicable Best Management Practices (BMPs) from the California Best Management Practice Handbook for Construction Activities to prevent the pollution or contamination of stormwater runoff from the project area. Additional BMPs may be required by the City Engineer, as necessary, to minimize the pollution of stormwater runoff from the project area. The following notes shall be added to the final plans:
 - Any stockpiled materials with the potential to pollute stormwater runoff shall be properly contained and covered to prevent any such pollution.
 - The parking lot and drive aisles shall be cleaned daily or as required by the City Engineer to remove accumulated trash and debris generated from the project area. Migration of trash and debris into the public right-of-way is prohibited and will be strictly enforced.
 - Water-tight waste receptacles shall be placed around the site as necessary to minimize litter, to the satisfaction of the City Engineer.
 - Any liquid spills associated with the proposed project must be cleaned immediately and prevented from entering the storm drain system.
 - Temporary sanitary facilities shall be managed and maintained at all times, placed away from drainage facilities and traffic circulation, and secured to prevent overturning.
 - Tallow bins appropriately sized to collect used cooking oil from the cooking area must be provided and disposed of by a licensed grease hauler. Used cooking oil is prohibited in any storm drain.

-Food truck grey water or liquid waste shall be prohibited from being discharged to the on-site storm drain system. All grey water or liquid waste shall be off-hauled to a licensed facility that accepts the waste or discharged to the sanitary sewer system, subject to approval by Union Sanitary District.

-All applicable Best Management Practices from the California Stormwater Quality Best Management Practices Handbook for Construction Activities shall be implemented, as necessary, to minimize stormwater pollution to the satisfaction of the City Engineer.

- k. The event staff shall recycle the water used for the bubble ride as required by the City and the Alameda County Water District (ACWD). The water shall be used to irrigate the existing landscaping within the Newpark Mall parking lot. An informational sign shall be placed in front of the festival ride to notify guests of this requirement.

Alameda County Fire Department

- l. Prior to the event, the applicant shall obtain a "Carnival and Fairs" and "Tent" permit from the Alameda County Fire Department.

General

- m. All proposed changes from approved exhibits shall be submitted to the Community Development Director who shall decide if they warrant Planning Commission and City Council review and, if so decided, said changes shall be submitted for the Commission's and Council's review and decision. The developer shall pay the prevailing fee for each additional separate submittal of development exhibits requiring Planning Commission and/or City Council review and approval.
- n. If any condition of this conditional use permit and a planned unit development be declared invalid or unenforceable by a court of competent jurisdiction, this conditional use permit and a planned unit development shall terminate and be of no force and effect, at the election of the City Council on motion.
- o. This conditional use permit and a planned unit development shall be given a public hearing before the City Council for the Council's review and approval.
- p. Prior to the submittal for tent permit review, all conditional use permit and a planned unit development conditions of approval of this project, as approved by the City Council, shall be printed on the plans.
- q. The developer hereby agrees to defend, indemnify, and save harmless the City of Newark, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by, the City of Newark, its Council, boards, commissions, officers, employees or agents to challenge or void the permit granted herein or any California Environmental Quality Act determinations related thereto.

- r. The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and other exactions. The developer is hereby further notified that the 90-day approval period in which the developer may protest these fees, dedications, reservations and other exactions, pursuant to Government Code Section 66020(a), has begun. If the developer fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the developer will be legally barred from later challenging such exactions.

- s. The Applicant shall provide six portable restrooms onsite during this event.

Planning Commission Actions

RESOLUTION NO. 1913

RESOLUTION APPROVING P-15-17, A PLANNED UNIT DEVELOPMENT, U-15-18, A CONDITIONAL USE PERMIT, AND E-15-19, AN ENVIRONMENTAL DETERMINATION, FOR A ONE-DAY CARNIVAL TO BE HELD ON AUGUST 1, 2015 AT NEWPARK MALL IN CONJUNCTION WITH THE HALAL FOOD & EID FESTIVAL

WHEREAS, Mr. Irfan Rydhan has filed with the Planning Commission of the City of Newark application for P-15-17, a planned unit development, U-15-18, a conditional use permit, and E-15-19, an environmental determination, for a one-day carnival to be held on August 1, 2015 at NewPark Mall in conjunction with the Halal Food & Eid Festival; and

PURSUANT to Municipal Code Section 17.72.060, a public hearing notice was published in The Argus on May 30, 2015, and mailed as required, and the Planning Commission held a public hearing on said application at 7:30 p.m. on June 9, 2015, at the City Administration Building, 37101 Newark Boulevard, Newark, California.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission recommends that the City Council grant this application as shown on Exhibit A, subject to compliance with the following conditions:

Planning Division

- a. This approval shall be for the Halal Festival on August 1, 2015 between the hours of 12:00 p.m. (noon) and 7:00 p.m., with a reasonable amount of time for set-up prior to opening and for clean-up after closing, as determined by the Community Development Director.
- b. The volume levels of all sound equipment and speakers associated with this project shall not exceed levels determined to be acceptable by the Community Development Director.
- c. All lighting shall be directed on-site so as not to create glare off-site.
- d. Parking lot cleaning with sweeping or vacuum equipment shall not be permitted between 9:00 p.m. and 7:00 a.m.
- e. Garbage and recycling pick-up shall be coordinated with Republic Services of Alameda County so that a sufficient number of dumpsters are available on-site and picked-up to ensure no refuse, garbage or recycling is stored outdoors except within the approved trash and recycling dumpsters. Prior to the event openings, the developer shall submit written evidence of Republic Services' approval.

- f. The site and its improvements shall be maintained in a neat and presentable condition, to the satisfaction of the Community Development Director. This shall include, but not be limited to, repainting surfaces damaged by graffiti and site clean-up. Graffiti removal/repainting and site clean-up shall occur on a continuing, as needed basis. Any vehicle or portable building brought on the site shall remain graffiti free.
- g. The event staff shall direct patrons to park their vehicles in the NewPark Mall parking lot.
- h. The event staff shall submit evidence of approval from the County Health Department for the proposed food and beverage sales. There shall be no alcoholic beverage sales.
- i. Within 24 hours of the final performance on August 1, 2015, all structures and improvements brought to the subject site associated with this project shall be removed and the New Park Mall parking lot returned to its original, pre-carnival condition, to the satisfaction of the Community Development Director. The New Park Mall will be responsible for the cleanup after the event.

Engineering Division

- j. The event staff shall implement all applicable Best Management Practices (BMPs) from the California Best Management Practice Handbook for Construction Activities to prevent the pollution or contamination of stormwater runoff from the project area. Additional BMPs may be required by the City Engineer, as necessary, to minimize the pollution of stormwater runoff from the project area. The following notes shall be added to the final plans:
 - Any stockpiled materials with the potential to pollute stormwater runoff shall be properly contained and covered to prevent any such pollution.
 - The parking lot and drive aisles shall be cleaned daily or as required by the City Engineer to remove accumulated trash and debris generated from the project area. Migration of trash and debris into the public right-of-way is prohibited and will be strictly enforced.
 - Water-tight waste receptacles shall be placed around the site as necessary to minimize litter, to the satisfaction of the City Engineer.
 - Any liquid spills associated with the proposed project must be cleaned immediately and prevented from entering the storm drain system.
 - Temporary sanitary facilities shall be managed and maintained at all times, placed away from drainage facilities and traffic circulation, and secured to prevent overturning.
 - Tallow bins appropriately sized to collect used cooking oil from the cooking area must be provided and disposed of by a licensed grease hauler. Used cooking oil is prohibited in any storm drain.

-Food truck grey water or liquid waste shall be prohibited from being discharged to the on-site storm drain system. All grey water or liquid waste shall be off-hauled to a licensed facility that accepts the waste or discharged to the sanitary sewer system, subject to approval by Union Sanitary District.

-All applicable Best Management Practices from the California Stormwater Quality Best Management Practices Handbook for Construction Activities shall be implemented, as necessary, to minimize stormwater pollution to the satisfaction of the City Engineer.

- k. The event staff shall recycle the water used for the bubble ride as required by the City and the Alameda County Water District (ACWD). The water shall be used to irrigate the existing landscaping within the Newpark Mall parking lot. An informational sign shall be placed in front of the festival ride to notify guests of this requirement.

Alameda County Fire Department

- l. Prior to the event, the applicant shall obtain a "Carnival and Fairs" and "Tent" permit from the Alameda County Fire Department.

General

- m. All proposed changes from approved exhibits shall be submitted to the Community Development Director who shall decide if they warrant Planning Commission and City Council review and, if so decided, said changes shall be submitted for the Commission's and Council's review and decision. The developer shall pay the prevailing fee for each additional separate submittal of development exhibits requiring Planning Commission and/or City Council review and approval.
- n. If any condition of this conditional use permit and a planned unit development be declared invalid or unenforceable by a court of competent jurisdiction, this conditional use permit and a planned unit development shall terminate and be of no force and effect, at the election of the City Council on motion.
- o. This conditional use permit and a planned unit development shall be given a public hearing before the City Council for the Council's review and approval.
- p. Prior to the submittal for tent permit review, all conditional use permit and a planned unit development conditions of approval of this project, as approved by the City Council, shall be printed on the plans.
- q. The developer hereby agrees to defend, indemnify, and save harmless the City of Newark, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by, the City of Newark, its Council, boards, commissions, officers, employees or agents to challenge or void the permit granted herein or any California Environmental Quality Act determinations related thereto.

- r. The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and other exactions. The developer is hereby further notified that the 90-day approval period in which the developer may protest these fees, dedications, reservations and other exactions, pursuant to Government Code Section 66020(a), has begun. If the developer fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the developer will be legally barred from later challenging such exactions.
- s. The Applicant shall provide six portable restrooms onsite during this event.

The Commission makes the findings prescribed in Newark Municipal Code Sections 17.40.050 and 17.72.070, and directs a Notice of Decision be mailed to the applicant and filed with the City Clerk who shall present said Notice to the City Council pursuant to Newark Municipal Code Section 17.72.080.

This Resolution was introduced at the Planning Commission's June 9, 2015 meeting by Commissioner Nillo, seconded by Commissioner Bridges, and passed as follows:

AYES: Aguilar, Bridges, Fitts, Nillo and Otterstetter.

NOES: None.

ABSENT: None.

s/Terrence Grindall
TERRENCE GRINDALL, Secretary

s/William Fitts
William Fitts, Chairperson

F.1 Amendment of the 2014-2016 Biennial Budget and Capital Improvement Plan for Fiscal Year 2015-2016 for General Revisions – from Senior Accountant del Rosario. (RESOLUTION)

Background/Discussion – Fiscal Year 2015-2016 will be the second year in the City’s two-year budget cycle. As part of the mid-cycle budget review, a number of revisions are proposed to the annual budget. These revisions have been identified where changes have occurred since the adoption of the budget document in June of 2014.

The budget amendment includes a citywide increase to the supplies budget of ten percent (10%). The supply budget was cut by over twenty five percent during the recession. Departments have postponed purchases for many years and this increase will help departments meet the needs of their operations.

This amendment also includes an increase to the Construction Permit revenue which is offset by an increase in the Professional Services cost for the Building Inspection Division.

The equipment replacement budget is being adjusted to replace additional vehicles in Fiscal Year 2015-16. The replacement of these vehicles has been postponed several years. The equipment replacement fund balance has sufficient funds to replace these vehicles.

Contractual contingencies are being added for labor negotiations.

Exhibit A lists the various adjustments to the budget to accommodate modifications in expenditures and changes in revenue since the budget was approved and also included Capital Improvement Plan (CIP) Project adjustments.

Attachments

Action - It is recommended that the City Council, by resolution, amend the 2014-2016 Biennial Budget and Capital Improvement Plan for Fiscal Year 2015-2016.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AMENDING THE 2014-2016 BIENNIAL BUDGET
AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR
2014-2015

BE IT RESOLVED by the City Council of the City of Newark that the certain document entitled "2014-2016 Biennial Budget and Capital Improvement Plan of the City of Newark" for Fiscal Year 2014-2015 adopted by Resolution No. 10235 on June 22, 2014, and amended by Resolutions: No. 10252 (June 30, 2014), No. 10280 (October 19, 2014), No. 10294 (November 13, 2014), No. 10310 (January 15, 2015), No. 10309 (January 22, 2015), No. 10332 (March 26, 2015), No. 10343 (April 23, 2015), and No. 10364 (May 28, 2015) is hereby amended as set forth in Exhibit A attached.

Exhibit A

Budget Amendments for Fiscal Year 2015-16

Operating Budget:

Fund/Dept	Description	To:	From:
010-1032	Fiber Optic Costs	6,000	
Var-5120	Increase Citywide Supply Budget	78,000	
Var-4110	Contractual Contingencies	1,110,000	
030-3042	Senior Center Programs	23,000	
020-2014	Increase Building Inspection Contract Labor	201,000	
020-2014	Increase Construction Permit Revenue		201,000
040 & 709	Utilities	24,000	
040 & 709	Fund Balance		24,000
031-3050	Walk the Talk and Family Day	3,700	
031-0000	Fund Balance		3,700
711-9710	Replace 5 Police Patrol Vehicles	153,000	
711-0000	Replace 6 Public Works Vehicles	180,000	
711-0000	Equipment Replacement Fund Balance		333,000
010-0000	Budgeted Surplus		1,027,000
010-0000	Unallocated Fund Balance		190,000
		<hr/>	
		\$ 1,778,700	\$ 1,778,700

CIP Funds

401-5600	Project 1121-Trash Capture Devices	160,000	
401-5600	New Vehicles - Engineering	30,000	
401-0000	Fund Balance		190,000
218-5000	Project 1093 -2015 Asphalt Concrete Overlay Program	151,000.00	
218-0000	Fund Balance		151,000

F.2 Establishment of the Fiscal Year 2015-2016 Appropriations Limit – from Senior Accountant del Rosario. (RESOLUTION)

Background/Discussion – State law requires the adoption of the Appropriations Limit by resolution prior to the beginning of each fiscal year and a recorded vote of the Council regarding which of the annual adjustment factors have been selected to calculate the Appropriations Limit each fiscal year. On June 12, 2014, the City Council adopted Resolution No. 10228 establishing the Fiscal Year 2014-2015 Appropriations Limit to \$296,208,589.

The State Constitution specifies the annual adjustment factors that the City may choose to calculate the Appropriations Limit. These adjustment factors are comprised of: (1) either the California per capita income or the percentage change in the local assessment roll due to the addition of local nonresidential construction in the City and (2) either the city's population growth or the population growth of the entire county. The two percentage increases are multiplied together to determine the final percentage by which the prior year's limit is increased.

The City chooses to use the percentage change in California personal income for the inflationary adjustment. Local assessment roll data necessary to calculate the percentage change in the nonresidential assessed valuation is generally not available from the County Assessor's Office until well into the fiscal year. In the absence of final information on this important factor, it is recommended that the known California per capita personal income of 3.82 percent be adopted for Fiscal Year 2015-2016. For the population adjustment factor, it is recommended that the County's percentage change in population of 1.30 percent be adopted for Fiscal Year 2015-2016 since the higher percentage change in the County's population is most advantageous to the City.

Based on the above information, the proposed Fiscal Year 2015-2016 Appropriations Limit is \$311,521,566. The 2015-2016 Biennial Budget contains appropriations subject to the limit and the budget is well below that limit.

Attachment

Action - It is recommended that the City Council, by resolution, establish the Fiscal Year 2015-2016 Appropriations Limit and select the California per capita personal income and County of Alameda's population change as the annual adjustment factors.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK REVISING THE APPROPRIATIONS LIMIT AND
ANNUAL ADJUSTMENT FACTORS FOR FISCAL YEAR
2015-2016

WHEREAS, pursuant to Article XIII-B of the Constitution of the State of California, the City Council of the City of Newark has established an "Appropriations Limit" for Fiscal Year 2015-2016; and

WHEREAS, an Appropriations Limit has been determined in accordance with the Uniform Guidelines for implementation of Article XIII-B of the California Constitution prepared by the League of California Cities dated April 1980 and as revised March 1991, and pursuant to the provision of Chapter 1205 of the statutes of 1980 and modified by Proposition 111 and SB 88, Chapter 60 of the Statutes of 1990; and

WHEREAS, Proposition 111 requires a recorded vote of the Council regarding which of the annual adjustment factors have been selected;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark, establishes the County of Alameda's population change of 1.30 percent and the California per capita personal income change of 3.82 percent as the factors in calculating the Appropriations Limit for Fiscal Year 2015-2016;

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby establishes the amount of \$311,521,566 as the Appropriations Limit for Fiscal Year 2015-2016.

F.3 Approval of Investment Policy – from Senior Accountant del Rosario.
(RESOLUTION)

Background/Discussion – State law requires that the City’s Investment Policy be reviewed and approved by the City Council at least annually. The City’s current Investment Policy provides for all of the standard and material issues that an Investment Policy should include. The Investment Policy’s primary objective is safety of principal with liquidity and return in investment as second and third priorities respectively. No changes are being proposed from our existing policy.

Attachment

Action - It is recommended that the City Council, by resolution, approve the Investment Policy.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING THE CITY'S INVESTMENT POLICY

BE IT RESOLVED by the City Council of the City of Newark that the following Investment Policy is hereby set forth as follows:

1.0 PURPOSE

The purpose of this policy is to provide an overall guideline to the officers of the City of Newark (City) charged with the responsibility for the management and investment of unexpended funds under authority granted by the City Council. This policy is in compliance with the provision of the California Government Code, Sections 53600 through 53659, authority governing investments for municipal governments.

The City Treasurer, under the direction of the City Manager, is responsible for administering the City's investments and deposits.

2.0 POLICY

It is the policy of the City to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City and conforming to all State and local statutes governing the investment of public funds.

3.0 SCOPE

The investment policy applies to all funds and investment activities under the direct authority of the City.

4.0 PRUDENCE

Investments shall be made with judgment and care - under circumstances then prevailing - which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by City investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. City investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

5.0 OBJECTIVE

The primary objectives, in priority order, of the City's investment activities shall be:

- 5.1 Safety: Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
- 5.2 Liquidity: The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements, which might be reasonably anticipated.
- 5.3 Yield: The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio.

6.0 DELEGATION OF AUTHORITY

Management responsibility for the investment program is delegated to the City Treasurer. No person may engage in an investment transaction except provided under the terms of this policy established by the City. The City Treasurer shall be responsible for all transactions undertaken and shall establish control system to regulate the activities of subordinate officials. The City may contract for the use of investment management services subject to the provisions of this policy and state law.

7.0 ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City, particularly with regard to the time of purchases and sales.

8.0 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The Treasurer will maintain a list of financial institutions and dealers authorized to provide investment services to the City. Financial institutions and dealers who desire to become qualified bidders for investment transactions will be required to provide, at the Treasurer's discretion, the following:

- Most current audited financial statements

- Most current State and national certification and registration
- Certification of having read, and to recommend investments that are consistent with the City's most current investment policy.

These documents, among other factors, will be used by the Treasurer to determine whether to authorize a financial institution or dealer to provide investment services to the City.

9.0 AUTHORIZED AND SUITABLE INVESTMENTS

The City is empowered by state law to invest in the following types of securities.

- Bankers' Acceptances (BA)

These are short-term credit arrangements to enable businesses to obtain funds to finance commercial transactions. They are time drafts drawn on a bank by an exporter or importer to obtain funds to pay for specific merchandise. By its acceptance, the bank becomes primarily liable for the payment of the draft at its maturity. Bankers' acceptances may not exceed 180 days to maturity.

- Certificates of Deposit (CD)

These are issued by banks or savings and loan associations, also known as time deposits. The first \$250,000 is guaranteed by the Federal Deposit Insurance Corporation (FDIC) in the case of banks, and the Federal Savings and Loan Insurance Corporation (FSLIC) in the case of savings and loan associations. Deposits in excess of \$100,000 must meet collateral requirements as provided by law.

- Commercial Paper

An unsecured short-term promissory note issued by corporations, with maturities ranging from 2 to 270 days. Commercial paper must be rated in the highest tier (e.g., A-1, P-1, F-1, or D-1 or higher) by a nationally recognized rating agency.

- Local Agency Investment Fund (LAIF)

State law established the Local Agency Investment Fund. This fund enables local governmental agencies to remit money to the State Treasurer for the purpose of investment. The State Treasurer has elected to invest these monies with State monies as a part of the Pooled Money Investment Account. Each local governmental agency has the exclusive determination of the length of time its money will be on deposit with the State Treasurer. At the end of each calendar quarter, all earnings derived from investments are distributed by the State Controller to the participating government agencies in proportion to each agency's respective amounts deposited in the Fund and the length of time such amounts remained therein. Prior to the distribution, the State's costs of administering the program are deducted from the earnings.

- Negotiable Certificates of Deposit (NCD)

These are unsecured obligations of the financial institution, bank, or savings and loan bought at par value with the promise to pay face value plus accrued interest at maturity. These investment instruments are traded in secondary markets, thus they have more liquidity than a CD.

- Obligations issued by the United States Government Agencies such as the Government National Mortgage Association (GNMA), the Federal Farm Credit Bank System (FFCB), the Federal Home Loan Bank Board (FHLB), the Federal National Mortgage Association (FNMA), the Student Loan Marketing Association (SLMA), and the Tennessee Valley Authority (TVA).
- Repurchase (RP or REPO) and Reverse Repurchase Agreement

Repurchase agreements are the sale by a bank or dealer of a government security with a simultaneous agreement to repurchase the security on a later date. The security “buyer” in effect lends the “seller” money for the period of the agreement, and the terms of the agreement are structured to compensate the buyer for this. As their name implies, reverse repurchase agreements are the mirror image of a REPO.

- Securities of the U.S. Government

Includes United States Treasury notes, bonds, bills, certificates of indebtedness, and those for which the faith and credit of the United States are pledged for the payment of principal and interest.

Investments and deposits as a percentage of the City’s total portfolio and their maximum maturities shall be within legally prescribed limits. To the extent possible, the City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than 5 years from the date of purchase.

10.0 COLLATERALIZATION

Amount of securities placed with agent of depository shall at all times be maintained as specified in California Government Code Section 53652 and pursuant to Sections 53656 and 53658.

The purchases of Certificates of Deposit require the depository to secure public funds. If the collateral is government securities, 110 percent market value to the face amount of the deposit is required. Promissory notes secured by first mortgages and first trust deeds used as collateral require 150 percent of market value to the face amount of the deposit. An irrevocable Letter of Credit issued by the Federal Home Loan Bank of San Francisco requires 105 percent of market value to the face amount of the public deposit.

Collateral is also identified as the underlying marketable securities provided by a broker/dealer under a repurchase agreement transaction of the marketable securities provided by the Governmental Agency under a reverse repurchase agreement.

Marketable securities, which are provided as collateral under a repurchase agreement with a broker/dealer, should be held by the safekeeping agent at a market value greater than 102 percent. Request for collateral substitutions and releases should always be subject to the City Treasurer's approval.

11.0 SAFEKEEPING AND CUSTODY

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third party custodian designated by the Treasurer and evidenced by safekeeping receipts as specified in California Government Code Section 53608.

12.0 DIVERSIFICATION

The City will diversify its investments by security type and institution. The purpose of diversification is to reduce overall portfolio risks while attaining market average rates of return.

With the exception of U.S. Treasury securities and authorized pools, no more than 50 percent of the City's total investment portfolio will be invested in a single security type or with a single financial institution.

Investments in bankers' acceptances, commercial papers, and negotiable certificates of deposits, as a percentage of City's total portfolio, shall at all times be maintained on percentage limitations specified by California Government Code Section 53601.

13.0 INTERNAL CONTROL

The City Treasurer will require independent auditors to review and perform testing of cash and investments as part of the City's annual financial audit. The review and testing are designed to ensure that there is no material misstatement of cash and investment balances in the financial statements and to provide internal control assuring compliance with the policies and procedures.

14.0 PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow requirements.

15.0 INVESTMENT ALLOCATION

The City Treasurer shall allocate interest from the General Fund to other funds with average daily cash balances in excess of \$10,000. All interest earnings not otherwise allocated shall be allocated to the General Fund.

16.0 INVESTMENT REVIEW COMMITTEE

The Investment Review Committee shall be made up of the City Manager, City Treasurer, and City Clerk and shall meet as deemed necessary by the City Manager to review the execution of this Investment Policy. The Committee may determine that temporarily idle monies be invested in only certain selected securities from those permitted by state law as listed under Item 9.0 above.

17.0 REPORTING

The City Treasurer shall report monthly to the City Council and City Manager the following:

Type of Investment

Financial Institution Name

Date of Investment and Maturity

Principal Amount of Investment

Current Market Value, where possible, for all securities with the maturity of
more than 12 months

Rate of Interest or Yield

18.0 INVESTMENT POLICY ADOPTION

The City's investment policy shall be adopted by resolution of the City Council of the City of Newark. The investment policy shall be reviewed annually and be approved by the City Council of the City of Newark.

**F.4 Establishment of amount of revenue from property taxes necessary to support City departments for Fiscal Year 2015/2016 – from Senior Accountant del Rosario.
(RESOLUTION)**

Background/Discussion – Section 51508 of the Government Code of the State of California requires that each fiscal year the City Council fixes the amount of revenue from property taxes that is necessary to support all City departments.

The resolution necessary to meet the requirement of this law has been prepared. The resolution establishes the amount allocated from property tax revenues for the support of City departments for Fiscal Year 2015-16 and that amount is \$10,047,000. This figure was derived based on information provided by the Alameda County Auditor-Controller and represents the City's share of the County tax rate, which is distributed according to legislative provisions.

Attachment

Action – It is recommended that the City Council, by resolution, establish the amount of revenue from property taxes necessary to support City departments for Fiscal Year 2015/16.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ESTABLISHING THE AMOUNT OF REVENUE
FROM PROPERTY TAXES NECESSARY TO SUPPORT ALL
CITY DEPARTMENTS FOR FISCAL YEAR 2015-2016

BE IT RESOLVED by the City Council of the City of Newark that pursuant to the provisions of Section 51508 of the Government Code of the State of California, the amount of revenue from property taxes upon the taxable property within the City of Newark, California, necessary to support all departments of the City of Newark for Fiscal Year 2015-2016, hereby is fixed as hereinafter set forth:

For the support of all departments of said City for Fiscal Year 2015-2016, the sum of	\$10,047,000
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F.5 Approval of plans and specifications, acceptance of proposal and award of contract to West Coast Arborist, Inc., for Tree Maintenance Services, Project 1119 from Maintenance Supervisor Carey. (MOTION)(RESOLUTION)

Background/Discussion – The City’s current tree services contract expires on June 30, 2015. A Request for Proposals for Tree Maintenance Services was advertised. On May 26, 2015, proposals were received from two tree contractors, for tree maintenance services. Both companies were interviewed by staff subsequent to their submittals. The prescribed scope of work in general includes furnishing all labor, equipment and materials necessary to prune up to 1,000 City maintained trees of various sizes, remove 100 trees, including stumps, of various sizes, remove an additional 20 miscellaneous stumps of various sizes, and to install 100, 15-gallon container size trees.

The Tree Maintenance Services Project is a multiple year project with two (2) possible roll-overs. For budgetary reasons the City is divided into eight (8) sections for tree work. Each section is maintained during one (1) fiscal year along with any additional residential requests for pruning or removals. Removals are prioritized by potential hazard and property damage. The area to be pruned during the first year of this contract will be Area #7 which is bordered by Central Avenue to the north, Mowry Avenue to the south, I-880 to the east and Cherry Street to the west.

The proposals and information presented during the interviews were rated based on nine factors. Further consideration was given based on information submitted, and references checked. Contractors submitted a cost break down by size and task. From those considerations, staff recommends West Coast Arborists, Inc., be awarded the contract. The total contract price is \$218,775.

Funds were retained in the 2015-2016 Biennial Budget and Capital Improvement Plan to complete this project.

Attachment

Action - It is recommended that the City Council, by motion, approve the plans and specifications and, by resolution, accept the proposal and award the contract to West Coast Arborist, Inc., for the Tree Maintenance Service, Project 1119.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ACCEPTING THE PROPOSAL AND AWARDING
THE CONTRACT TO WEST COAST ARBORIST, INC., FOR
THE TREE MAINTENANCE SERVICES, PROJECT 1119

BE IT RESOLVED that the City Council of the City of Newark does hereby find that West Coast Arborist, Inc., provided the best proposal to perform Tree Maintenance Services for the City of Newark.

BE IT FURTHER RESOLVED that the City Council does hereby accept said proposal of said company and does hereby authorize and direct the Mayor of the City of Newark to sign an agreement with said company for Tree Maintenance Services, Project 1119, according to the plans, specifications, and terms of said proposal.

F.6 Authorization for the Mayor to sign an agreement with Alameda County for participation in the Alameda County Urban County for Fiscal Year 2015-2016 – from Assistant City Manager Grindall and Assistant Planner Jimenez.

(RESOLUTION)

Background/Discussion – Each year the City of Newark receives funding under the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. This grant provides funding for activities benefiting low- and moderate-income persons, including public works projects, planning studies, and housing rehabilitation and repair.

Newark's funds are disbursed through Alameda County. The County oversees Newark's use of the funds in order to ensure that all appropriate federal government requirements are met. This arrangement is established and governed each year by a pair of agreements, one between Alameda County and HUD, and one between the City and Alameda County. A copy of the agreement between Newark and Alameda County is attached. By approving this resolution, the City Council will authorize the Mayor to sign the agreement between the City of Newark and Alameda County, thereby continuing the City's participation in the CDBG program.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the Mayor to sign an agreement with Alameda County for participation in the Alameda County Urban County Community Development Block Grant (CDBG) Program for the 2015-2016 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE MAYOR TO SIGN AN
AGREEMENT WITH ALAMEDA COUNTY FOR
PARTICIPATION IN THE ALAMEDA COUNTY URBAN
COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROGRAM FOR FISCAL YEAR 2015-2016

BE IT RESOLVED by the City Council of the City of Newark that the Mayor of the City of Newark is hereby authorized to sign an agreement with Alameda County for participation in the Alameda County Urban County Community Development Block Grant (CDBG) Program for Fiscal Year 2015-2016, said agreement on file in the Office of the City Clerk.

AGREEMENT BY AND BETWEEN
THE CITY OF NEWARK
AND
THE COUNTY OF ALAMEDA

THIS AGREEMENT is made and entered into this 1st day of July, 2015, by and between the County of Alameda (hereinafter referred to as "County"), and the City of Newark, located in the County of Alameda, State of California, (hereafter referred to as "City").

WHEREAS, the County has entered into a Grant Agreement with the United States Department of Housing and Urban Development (HUD), for a Community Development Block Grant (CDBG) under the Housing and Community Act of 1974, said funds to be used for Community Development block Grant Programs and its eligible activities; and

WHEREAS, the activities of the City under this Agreement with the County shall be governed by the conditions of the Grant Agreement between the County and the United States Department of Housing and Urban Development;

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE PROMISES HEREINAFTER MADE, COUNTY AND CITY DO MUTUALLY AGREE AS FOLLOWS:

I. STATEMENT OF WORK AND COMPENSATION

- A. City will perform or arrange for the performance of the work under this Agreement in the manner and time provided herein and in accordance with: the budget; the scope of work and any specifications and drawings; and all related documents and provisions attached hereto as Exhibit A and incorporated herein by reference.
- B. The maximum amount of fiscal year 2015 CDBG funds covered by this agreement shall be \$151,531. In the event that HUD reduces the Urban County CDBG allocation, the City's allocation will be reduced proportionately.

II. COMMENCEMENT AND COMPLETION REQUIREMENTS

- A. This Agreement shall be in effect until June 30, 2017 or until all fiscal year 2015 Urban County CDBG funds allocated to City are disbursed to and expended by City, or for the duration of any regulatory agreement or contract executed in conjunction with a project financed with fiscal year 2015 CDBG funds, or when all of the contract terms have been completed whichever shall first occur.
- B. It shall be the responsibility of the City to coordinate and schedule the work to be performed so that commencement and completion will take place in accordance with the provisions of this Agreement. The County may extend the time for completion of the work to be performed under this Agreement in writing, if it determines that delay in the progress of work is not attributable to the negligence of the City and that such delay was due to causes beyond the control of the City, and if such extension will not cause the County to be out of compliance with CDBG rules and regulations for timely commitment and expenditure of funds.
- C. Any time extension granted to the City to enable the City to complete the work shall not constitute a waiver of rights the County may have under this Agreement.

- D. Should the City not complete the work by the scheduled date or by an extended date, granted by the County in writing, pursuant to previously stated conditions, the County shall be released from all conditions of this Agreement.
- E. Upon completion of performance under this Agreement and a determination of final costs, City shall submit to the County a certificate of completion for construction projects and a requisition for final payment for service projects, unless otherwise provided in this Agreement.
- F. As a part of this Agreement, City will provide the County with a Certificate of Insurance as outlined in Exhibit B.

III. SUBCONTRACTS

- A. Any subcontract funding under this Agreement shall be submitted to County for review and approval prior to its execution.
- B. In the event subcontractor is a private non-profit or neighborhood-based non-profit organization, or a local development or small business investment corporation, contractor is required to comply with the procurement procedures of the Office of Management and Budget (OMB) at Title 2 of the Code of Federal Regulations, Part 200 (2 CFR Part 200) (incorporated herein by reference) for the procurement of supplies and services in connection with activities funded under this Agreement.
- C. Any subcontract funded under this Agreement shall be subject to the terms and conditions of this Agreement. Contractor shall inform County in writing of any subcontracts entered into with these funds, the amount, the scope of work, any other information the County may from time to time require.

IV. BUDGET

- A. Any requested modification to the Budget attached to this Agreement and incorporated as part of this Agreement, shall be reviewed and approved by the Alameda County Housing Director on behalf of the County. Any budget modifications require the prior written approval of Alameda County Housing Director on behalf of the County. Budget modifications shall not alter: 1) The basic scope of services (Exhibit A) required to be performed under this Agreement; 2) the time period for the services to be performed under this Agreement; and, 3) the total amount of the authorized budget of this Agreement (Exhibit A), subject to future amendments as approved by the Alameda County Housing Director. Any of the cost categories shown in the Agreement Budget, except administration, may be exceeded by ten percent of the indicated figure, provided that the total approved amount of allowable costs is not exceeded and stays under the 15% Urban County Public Services cap.
- B. FY15 funds will be monitored on a project by project basis, rather than by the Urban County as a whole. Projects that do not spend down funds in each quarter must provide a written explanation as to why the project is stalled/delayed and when it is expected that the project will start to expend funds.

V. RECORDS AND REPORTS

- A. All original documents prepared by City in connection with the work to be performed under this Agreement shall be the property of the County.
- B. City's records shall be made available for review by the County prior to the release of funds. City shall be responsible for maintaining all records pertaining to this Agreement, including subcontracts and expenditures, and all other financial and property records in conformance with 2 CFR Part 200.
- C. Records must be kept accurate and up-to-date. Failure of City to comply with this provision could result in termination of this Agreement or City's repayment of funds previously awarded under this Agreement.

VI. PROGRAM MONITORING AND EVALUATION

- A. City shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement and the effective and efficient achievement of the Program Objectives.
- B. City shall undertake continuous quantitative and qualitative evaluation of the Scope of Services as specified in this Agreement and shall make quarterly written reports to County.
 - 1. The quarterly written reports shall be submitted in the format approved and distributed by the County.
 - 2. The quarterly report shall be due on the fifteenth day of the month immediately following the report quarter, except for the end of the program year report which is due within thirty days.
- C. The County shall have ultimate responsibility for project monitoring oversight and evaluation, to assist City in complying with the scope and contents of this Agreement, and to provide management information which will assist the County's policy and decision-making and managers.
- D. The City shall follow audit requirements of the Single Audit Act and 2 CFR Part 200.

E. AUDIT REPORT

In addition to the reporting requirements listed in Section VII (Program Reporting and Evaluation), the City shall commission an independent auditing firm to prepare and file with the City an annual audit report for each year during the term of this Agreement. The City's failure to submit the audit report may result in the termination of the Agreement.

The audit report is to be submitted to the County by March 30th of each year during the term of this Agreement. The audit report should state that an audit was made in accordance with the provisions of 2 CFR Part 200. The City will use the audit report to determine whether:

1. The financial statements of the City present fairly its financial position and the results of its operations in accordance with generally accepted accounting principles.
2. The City has (i) an internal control structure to provide reasonable assurance that the City is managing Federal awards in compliance with applicable laws and regulations, and (ii) controls that ensure compliance with laws and regulations that could have material impact in the City's financial statements.
3. The City had complied with laws and regulations for the CDBG Program that may have a direct and material effect on the City's financial statements.

The City shall also submit any internal control monitoring (or audit) conducted during the term of this Agreement to the County. The City shall require Providers with which the City contracts in connection with this Agreement to meet the same audit requirements set forth in this Section VII (E).

VII. PROGRAM INCOME

- A. Program income shall be recorded as part of the financial transactions of the grant program and disbursed in accordance with 2 CFR Part 200.
- B. Program income received by City shall be returned to County for future application to City projects.
- C. Program income from Urban County program activities undertaken by or within City which thereafter terminates its participation in the Urban County shall continue to be program income of the County. County may transfer the program income to City, upon its termination of Urban County participation, provided that City has become an entitlement grantee and agrees to use the program income in its own CDBG entitlement program.

VIII. UNIFORM ADMINISTRATIVE REQUIREMENTS

- A. City shall comply with Uniform Administrative Requirements as described in Federal Regulations, Section 570.502 as applicable to governmental entities.
- B. City shall comply with Executive Order 13166 to improve access to services for persons with Limited English Proficiency (LEP) including developing a Language Access Plan.

IX. RELIGIOUS ACTIVITY PROHIBITION

There shall be no religious worship, instruction, or proselytization as part of, or in connection with the performance of this Agreement.

X. REVERSION OF ASSETS

- A. Upon the expiration of this Agreement, City shall transfer to County any CDBG funds on hand at time of expiration and any accounts receivable attributable to the use of CDBG funds.
- B. Real property in excess of \$25,000, obtained in whole or in part with CDBG funds must

be used to meet one of the national objectives for a minimum of ten years after the expiration of this Agreement or disposed of in a manner that results in County being reimbursed at fair market value less value attributable to non-CDBG expenditures.

XI. OTHER PROGRAM REQUIREMENTS

- A. City certifies that it will carry out each activity in compliance with all Federal laws and regulations described in 24 CFR, Part 570, Sub-part K (570.600-570-612) and related to a) Non-discrimination, b) Fair Housing, c) Labor Standards, d) Environmental Standards, e) National Flood Insurance Program, f) Relocation and Acquisition, g) Employment and Contracting Opportunities, h) Lead-based paint, i) Use of Debarred, Suspended or Ineligible Contractors or Sub-recipients, j) Uniform Administrative Requirements and Cost Principals, k) Conflict of Interest, and l) Displacement.
- B. Activities and programs under this Agreement shall be governed by the policies and procedures of the Alameda County Urban County or as directed by the County as grantee in order to ensure that compliance with all applicable laws and regulations.

XII. TERMINATION OF THIS AGREEMENT

County may terminate this Agreement in whole or in part immediately for cause, which shall include as example but not as a limitation:

- A. Failure, for any reason, of City to fulfill in a timely and proper manner its obligations under this Agreement, including compliance with City, State and Federal laws and regulations and applicable directives;
- B. Failure to meet the performance standards contained in other sections of this Agreement;
- C. Improper use or reporting of funds provided under this Agreement; and
- D. Suspension or termination by HUD of the grant to the County under which Agreement is made, or the portion thereof delegated by this Agreement.
- E. Any and all notices, writings, correspondences, etc., as required by this Agreement shall be directed to the City and County as follows:

City

County

Housing Director
Alameda County HCD
224 W. Winton Avenue, Room 108
Hayward, CA 94544

XIII. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, City shall hold harmless, defend and indemnify the County, its Board of Supervisors, officers, employees and agents (collectively Indemnitees) from and against any and all claims, losses, damages, liabilities or expenses, including reasonable attorney fees, incurred in the defense thereof, for the death or injury to any person or persons (including employees of City or County) or damage of any property (including property of City or County) which arises out of any way connected with performance of this

agreement (collectively Liabilities) except where such liabilities are proximately caused solely by the negligence or willful misconduct of any Indemnitee.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the day first mentioned above.

* * * * *

CITY OF NEWARK

COUNTY OF ALAMEDA

Approved as to form:

Approved as to form: Donna R. Ziegler
County Counsel

By: _____
City Attorney

By: _____
Heather M. Littlejohn
Deputy County Counsel

Date: _____

Date: _____

By: _____
Mayor

By: _____
President, Board of Supervisors

Attest: _____
City Clerk

Date: _____

Date: _____

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

AGREEMENT BY AND BETWEEN
THE CITY OF NEWARK
AND
THE COUNTY OF ALAMEDA

EXHIBIT A

14A Rehabilitation – Single Unit Residential	
Minor Home Repair and Owner Rehab Programs which promote the maintenance of homes.	\$151,531
21A Administration	
Provide overall CDBG program administration.	\$0
TOTAL - CITY OF NEWARK	\$151,531
<i>Anticipated Program Income*</i>	<i>\$15,000</i>

** Based on an estimate of prior years' program income received; only actual program income received will be available to the City for its Revolving Loan Fund (Housing Rehabilitation Programs).*

EXHIBIT B

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D Endorsements and Conditions: <ol style="list-style-type: none"> 1. ADDITIONAL INSURED: All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives. 2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. 3. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. 4. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. 5. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. 6. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> — Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies. — Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured. 7. CANCELLATION OF INSURANCE: All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation. 8. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to: <ul style="list-style-type: none"> - Department/Agency issuing the contract - With a copy to Risk Management Unit (125 – 12th Street, 3rd Floor, Oakland, CA 94607) 	

F.7 Authorization for the Mayor to sign a Lease Agreement with Viola Blythe Community Service Center of Newark, Inc. for use of the Jerry Raber Newark Ash Street Park Building #1 for the operation of a food and clothing distribution center – from Recreation and Community Services Director David Zehnder.

(RESOLUTION)

Background/Discussion – The current Lease Agreement for use of the Jerry Raber Ash Street Park Building #1 by the Viola Blythe Community Service Center of Newark is due to expire on June 30, 2015. The Viola Blythe Community Service Center uses the facility as a food and clothing distribution center and wishes to enter into a new one-year Agreement. A new Lease Agreement has been prepared, the conditions of which remain essentially the same as in the past. A share of the utility cost will be paid on a bi-annual basis.

The Center provides a valuable service to the community and staff recommends that the City Council authorize an extension of the lease for an additional year, through June 30, 2016, at an annual rental fee of \$1 per year.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the Mayor to sign a Lease Agreement with Viola Blythe Community Service Center of Newark, Inc. for lease of the Jerry Raber Ash Street Park Building #1 for the operation of a food and clothing distribution center.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE MAYOR TO SIGN A LEASE AGREEMENT WITH VIOLA BLYTHE COMMUNITY SERVICE CENTER OF NEWARK, INC. FOR USE OF THE JERRY RABER ASH STREET PARK BUILDING #1 FOR THE OPERATION OF A FOOD AND CLOTHING DISTRIBUTION CENTER

WHEREAS, the current lease agreement for the Viola Blythe Community Service Center of Newark for use of Ash Street Building #1 will expire on June 30, 2015; and

WHEREAS, it is recommended that an extension be authorized for an additional year, through June 30, 2016, and for a rental fee of \$1 per year; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the Mayor of the City of Newark is hereby authorized to sign a lease agreement with Viola Blythe Community Service Center for the operation of a food and clothing distribution center, said agreement on file in the Office of the City Clerk.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 13th day of May, 2015, by and between the CITY OF NEWARK, CALIFORNIA, a municipal corporation hereinafter referred to as "CITY," and the VIOLA BLYTHE COMMUNITY SERVICE CENTER OF NEWARK, Inc., a California not for profit Corporation, hereinafter called respectively, the Lessor and Lessee, without regard to number or gender.

IT IS AGREED between the parties hereto as follows:

1. DESCRIPTION OF PREMISES

The Lessor hereby leases to Lessee, and Lessee hires from Lessor, on the terms and conditions hereinafter set forth, those certain premises with the appurtenances, situated in the City of Newark, County of Alameda, State of California, and commonly known and described as 37365 Ash Street, Building #1 Newark, California.

2. TERMS

Said lease shall be for a period of one (1) year commencing July 1, 2015, and ending on June 30, 2016.

3. RENT

The rent is One Dollar (\$1.00) per year payable on the first day of July, 2015.

4. USE

The premises are hereby leased to the Lessee for the purpose of providing a CommunityServiceCenter. Agreement to this use in this lease shall not be deemed a waiver of compliance with any ordinance of the City of Newark now in force or hereafter enforced.

5. WASTE, QUIET CONDUCT

Lessee shall not commit, or suffer to be committed, any waste upon the said premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant.

6. ALTERATIONS, MECHANICS' LIENS

Lessee shall not make or suffer to be made, any alterations of the said premises, or any part thereof without the written consent of Lessor first had and obtained, and any additions to, or alterations of, the said premises, except moveable furniture and trade fixtures, shall become at once a part of the realty and belong to Lessor. Lessee shall keep the demised premises and the property in which the demised premises are situated free from any liens arising out of any work performed, material furnished, or obligations incurred by Lessee.

Lessee further grants Lessor the right to inspect the premises to assure compliance with the provision of this paragraph and all other provisions of this lease.

7. UTILITIES

a. Lessee shall obtain and pay for all telephone service and shall pay the City of Newark 25% of the City's total Ash Street Park electrical bills not to exceed \$110 per month. Payment shall be made twice annually: on January 1, 2016, for electric services for the months of July through December 2015; and on July 1, 2016 for electric services for the months of January through June 2016.

b. Lessor shall provide water service at no additional cost to Lessee.

8. JANITORIAL

Lessee shall, at its own cost, provide janitorial services as needed to keep the interior in good and sanitary order.

9. ACCEPTANCE OF PREMISES AS IS. SURRENDER AT END OF TERM

By entry hereunder, Lessee accepts the premises as being in good and sanitary order, condition and repair and agrees on the last day of said term, or sooner termination of this lease, to surrender unto Lessor all and singular said premises with said appurtenances in the same condition as when received, reasonable use and wear thereof and damage by fire, Act of God or by the elements excepted, and to remove all of Lessee's signs from said premises.

10. COMPLIANCE WITH LAW

Lessee shall, at its sole cost and expense, comply with all of the requirements of all Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all applicable Municipal ordinances, local law, and State and Federal statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessor be a part thereto or not, that Lessee has violated any such ordinance or statute in the use of the premises shall be conclusive of the fact as between Lessor and Lessee.

No narcotics or drugs as defined by the Health and Safety Code as being illegal, and no alcoholic beverages of any kind, shall be permitted on the premises.

Lessee shall not use the premises in any manner which constitutes a public or private nuisance by statute or common law.

Lessee further grants the Police Department the right to inspect the premises and surrounding areas at any time to assure compliance with law.

11. CITY TO BE HELD HARMLESS

Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for damages to goods, wares, and merchandise, in, upon or about said premises and for injuries to Lessee, its agents or third persons in or about said premises from any cause arising at any time, and Lessee will hold Lessor exempt and harmless from any damage or injury to any person, or to the goods, wares, and merchandise of any person, arising from the use of the premises by Lessee, or from the failure of Lessee to keep the premises in good condition and repair, as herein provided, excepting therefrom any and all claims, liability, loss against Lessor for damages resulting from the intentional and/or negligent acts or omissions of Lessor, its officers, employees, and agents.

12. NON-LIABILITY FOR DAMAGES

This lease is made upon the express condition that Lessor is to be free from all liability and claim for damages by reason of any injury to any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause or causes whatsoever while in, upon, or in any way connected with said demised premises or the said sidewalks adjacent thereto during the term of this lease or any extension hereof or any occupancy hereunder, Lessee hereby covenanting and agreeing to indemnify and save harmless Lessor from all liability, loss, cost, and obligations on account of or arising out of any such injuries or losses however occurring.

13. INSURANCE

Lessee shall acquire and maintain Workers' Compensation, employer's liability, and commercial general liability insurance coverage relating to the activities of Lessee, its agents, representatives, or employees in, on, upon, or relating to the premises leased herein covering City's risks in form subject to the approval of the City Attorney.

The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the occupancy of the premises.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage
(occurrence Form CG 00 01).

Workers' Compensation insurance as required by the State of California,
including Employer's Liability Coverage.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- 1. General Liability (GCL):** **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(including operations, products and completed operations, as applicable.)

- 2. Employer's Liability:** **\$1,000,000** per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Lessee shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insureds. The City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Lessee.

Primary Insurance. For any claims related to this project, the Lessee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not be contribute with it.

Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after ten (10) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Qualifications. All insurance companies providing coverage to Lessee shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

Waiver of Subrogation. With respect to Workers' Compensation, the insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed on the premises by Lessee.

Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 13 is a material element of this lease and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this lease.

Variation. The Risk Manager of City may approve a variation in those insurance requirements upon a determination that the coverage, scope, limits and form of such insurance are either not commercially available or that the City's interest are otherwise fully protected.

Licensors shall maintain real property insurance on said premises which shall include coverage for and against loss or damage to the real property caused in whole or in part by Licensee. Licensee shall not be responsible or liable for the loss of or damage to said premises of Licensors. Licensee shall maintain personal property insurance to insure its own personal property against loss or damage which shall include coverage for and against loss or damage to Licensee's personal property caused in whole or in part by Licensors.

14. ASSIGNMENT OR SUBLETTING

Lessee shall not assign this lease, or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the said premises, or any portion thereof, without the written consent of Lessor first had and obtained, and consent to one assignment, subletting, occupation, or use by

another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Lessor, terminate this lease.

This lease shall not, nor shall any interest therein, be assignable, as to the interest of Lessee, by operation of law, without the written consent of Lessor.

15. INDEMNITY OF CITY AND ITS OFFICERS

Lessee hereby acknowledges that it is not in any way connected with the City of Newark, in its operation of the Community Service Center and does hereby indemnify and hold City, its officers, officials, councils, commissions, volunteers, and employees harmless from any and all liability from the operation of the Community Service Center and does further agree to defend any and all litigation arising out of Lessee's operation of the Community Service Center on the Premises and in which the City of Newark is named as a defendant, excepting therefrom any and all claims, liability, or loss against Lessor for damages resulting from the intentional and/or negligent acts or omissions of Lessor, its officers, officials, volunteers, and employees. Lessee does hereby further agree to endorse City of Newark as an additional insured to its policies and to provide the City of Newark with a certificate of insurance acceptable to the City Attorney.

16. RELATIONSHIP OF LESSEE/LESSOR

The relationship between Viola Blythe Community Service Center of Newark, Inc. and the City of Newark is that of Lessee/Lessor and Viola Blythe Community Service Center of Newark, Inc. is not the employee, servant or agent of the City of Newark.

17. NOTICES

Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent), postage prepaid and addressed to:

Lessor:

City Manager
City of Newark
37101 Newark Boulevard
Newark, CA94560

and

City Attorney
City of Newark
37101 Newark Boulevard
Newark, CA94560

Lessee:

President of the Board
Viola Blythe Community Service Center of Newark, Inc.
37365 Ash Street, Building #1
Newark, CA94560

18. HOLDING OVER

Any holding over after the expiration of the term or notice of termination shall be at a monthly rental of \$1.00 and shall otherwise be on the terms and conditions herein specified, so far as applicable.

19. TERMINATION

The Lessor may terminate this lease at any time upon thirty (30) days written notice.

20. NON-DISCRIMINATION

VIOLA BLYTHE agrees that no person in the United States shall on the grounds of race, color, religious creed, national origin, sex, age, physical disability, mental disability, medical condition, marital status, sexual orientation, or any other basis, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity carried out in whole or in part within the premises. VIOLA BLYTHE shall not, on any basis as defined in California Civil Code Section 51:

- a. Deny any service or other benefit provided by the program or activity; or
- b. Provide any service or other benefit which is different or is provided in a different form from that provided to others under the program activity; or
- c. Subject to segregated or separate treatment in any facility or in any manner or process related to receipt of any service or benefit under the program or activity; or
- d. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity; or
- e. Treat an individual differently from others in determining the admission, enrollment, eligibility, membership, or other requirements or conditions which individuals must meet in order to be provided any service or other benefits provided under the program or activity.

21. AMENDMENTS

This lease shall be amended only by written agreement of the parties hereto.

22. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between CITY and VIOLA BLYTHE relative to the premises and this lease, and may be altered only by an instrument in writing signed by both CITY and VIOLA BLYTHE. CITY and VIOLA BLYTHE agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the premises are merged in or revoked by this lease.

23. SEVERABILITY

If any term or provision of the lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the lease shall not be affected thereby, and each term and provision of the lease shall be valid and be enforceable to the fullest extent permitted by law.

24. HEADINGS

The headings used in this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

VIOLA BLYTHE COMMUNITY
SERVICE CENTER OF NEWARK, INC.

By Debra Rodriguez
Executive Director, Debra Rodriguez

CITY OF NEWARK

By _____
Mayor, Alan L. Nagy

Attest _____
City Clerk, Sheila Harrington

Approved as to form:

City Attorney, David J. Benoun

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)

On May 13, 2015 before me, Kathleen L. Slafter, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Debra Rodriguez
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kathleen L. Slafter
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Lease Agreement Document Date: May 13, 2015
Number of Pages: 8 Signer(s) Other Than Named Above: Mayor Alan L. Wong

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: Executive Director
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

F.8 Authorization for the City Manager to sign a Lease Agreement with Child, Family and Community Services, Inc. for use of the Jerry Raber Ash Street Park Building #2 for the operation of a Head Start Preschool Program – from Recreation and Community Services Director David Zehnder. (RESOLUTION)

Background/Discussion – The current Lease Agreement for use of the Jerry Raber Ash Street Park Building #2 by Child, Family, and Community Services, Inc. expired on June 5, 2015. Child, Family, and Community Services, Inc. use the facility for a Head Start Preschool Program and wishes to enter into a new one-year Agreement. A new Lease Agreement has been prepared, the conditions of which remain essentially the same as in the past. A share of the utility cost will be paid on a bi-annual basis.

Child, Family, and Community Services, Inc. provides a valuable service to the community and staff recommends that the City Council authorize an extension of the lease for an additional year, through June 2, 2016, at an annual rental fee of \$1 per year.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the City Manager to sign a Lease Agreement with Child, Family, and Community Services, Inc. for lease of the Jerry Raber Ash Street Park Building #2 for the operation of a Head Start Preschool program.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO SIGN A LEASE AGREEMENT WITH CHILD, FAMILY, AND COMMUNITY SERVICES, INC. FOR LEASE OF THE JERRY RABER ASH STREET PARK BUILDING #2 FOR THE OPERATION OF A HEAD START PRESCHOOL PROGRAM

WHEREAS, the current lease agreement with Child, Family, and Community Services, Inc. for use of Jerry Raber Ash Street Park Building #2 expired on June 5, 2015; and

WHEREAS, it is recommended that an extension be authorized for an additional year, through June 2, 2016, and for a rental fee of \$1 per year; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager of the City of Newark is hereby authorized to sign a lease agreement with Child, Family, and Community Services, Inc. for the operation of a Head Start Preschool program, said agreement on file in the Office of the City Clerk.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this ____ day of June, 2015, by and between the CITY OF NEWARK, CALIFORNIA, a municipal corporation hereinafter referred to as "CITY," and the CHILD, FAMILY AND COMMUNITY SERVICES, INC., a California Non-Profit Public Benefits Corporation, hereinafter called respectively, the Lessor and Lessee, without regard to number or gender.

IT IS AGREED between the parties hereto as follows:

1. DESCRIPTION OF PREMISES

The Lessor hereby leases to Lessee, and Lessee hires from Lessor, on the terms and conditions hereinafter set forth, those certain premises with the appurtenances, situated in the City of Newark, County of Alameda, State of California, and commonly known and described as 37365 Ash Street, Building #2, Newark, California.

2. TERMS

Said lease shall be for a period of one (1) school year commencing August 12, 2015, and ending on June 2, 2016. A school year consists of the months starting with August 27, 2015 and ending June 16, 2016.

3. RENT

The rent is One Dollar (\$1.00) per year payable on the first day of September, 2015.

4. USE

The premises are hereby leased to the Lessee for the purpose of providing a pre-school program for Head Start. Agreement to this use in this lease shall not be deemed a waiver of compliance with any ordinance of the City of Newark now in force or hereafter enforced.

5. WASTE, QUIET CONDUCT

Lessee shall not commit, or suffer to be committed, any waste upon the said premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant.

6. ALTERATIONS, MECHANICS' LIENS

Lessee shall not make or suffer to be made, any alterations of the said premises, or any part thereof without the written consent of Lessor first had and obtained, and any additions to, or alterations of, the said premises, except moveable furniture and trade fixtures, shall become at once a part of the realty and belong to Lessor. Lessee shall keep

the demised premises and the property in which the demised premises are situated free from any liens arising out of any work performed, material furnished, or obligations incurred by Lessee.

Lessee further grants Lessor the right to inspect the premises to assure compliance with the provision of this paragraph and all other provisions of this lease.

7. UTILITIES

Lessee shall obtain and pay for all telephone service to the building. Lessee shall pay the City of Newark 75% of the City's total Ash Street Park electrical service bills. Lessor shall obtain and be responsible for water service.

8. JANITORIAL SERVICES

Lessee shall, at its own cost, provide janitorial services as needed to keep the interior of the leased premises in good and sanitary order.

9. ACCEPTANCE OF PREMISES AS IS. SURRENDER AT END OF TERM

By entry hereunder, Lessee accepts the premises as being in good and sanitary order, condition and repair and agrees on the last day of said term, or sooner termination of this lease, to surrender unto Lessor all and singular said premises with said appurtenances in the same condition as when received, reasonable use and wear thereof and damage by fire, Act of God or by the elements excepted, and to remove all of Lessee's signs from said premises.

10. COMPLIANCE WITH LAW

Lessee shall, at its sole cost and expense, comply with all of the requirements of all Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all applicable Municipal ordinances and State and Federal statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessor be a part thereto or not, that Lessee has violated any such ordinance or statute in the use of the premises shall be conclusive of the fact as between Lessor and Lessee.

No narcotics or drugs as defined by the Health and Safety Code as being illegal, and no alcoholic beverages of any kind, shall be permitted on the premises.

Lessee shall not use the premises in any manner which constitutes a public or private nuisance by statute or common law.

Lessee further grants the Police Department the right to inspect the premises and surrounding areas at any time to assure compliance with law.

11. CITY TO BE HELD HARMLESS

Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for damages to goods, wares, and merchandise, in, upon or about said premises and for injuries to Lessee, his agents or third persons in or about said premises from any cause arising at any time, and Lessee will hold Lessor exempt and harmless from any damage or injury to any person, or to the goods, wares, and merchandise of any person, arising from the use of the premises by Lessee, or from the failure of Lessee to keep the premises in good condition and repair, as herein provided, excepting therefrom any and all claims, liability, loss against Lessor for damages resulting from the intentional and/or negligent acts or omissions of Lessor, its officers, employees, and agents.

12. NON-LIABILITY FOR DAMAGES

This lease is made upon the express condition that Lessor is to be free from all liability and claim for damages by reason of any injury to any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause or causes whatsoever while in, upon, or in any way connected with said demised premises or the said sidewalks adjacent thereto during the term of this lease or any extension hereof or any occupancy hereunder, Lessee hereby covenanting and agreeing to indemnify and save harmless Lessor from all liability, loss, cost, and obligations on account of or arising out of any such injuries or losses however occurring.

13. INSURANCE

Lessee shall acquire and maintain Workers' Compensation, employer's liability, and commercial general liability insurance coverage relating to the activities of Lessee, its agents, representatives, employees, or sub lessees in, on, upon, or relating to the premises leased herein covering City's risks in form subject to the approval of the City Attorney.

The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the occupancy of the premises.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage
(occurrence Form CG 0001).

Workers' Compensation insurance as required by the State of California
and Employer's Liability Coverage.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- | | |
|--|--|
| <p>1. General Liability:

(including operations, products and completed operations, as applicable.)</p> | <p>\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.</p> |
| <p>2. Employer's Liability:</p> | <p>\$1,000,000 per accident for bodily injury or disease.</p> |

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Lessee shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Other Insurance Provisions

The commercial general liability and employee liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insureds. The City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Lessee.

Primary Insurance. For any claims related to this project, the Lessee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not be contribute with it.

Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after ten (10) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Qualifications. All insurance companies providing coverage to Lessee shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

Waiver of Subrogation. With respect to Workers' Compensation, the insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed on the premises by Lessee.

Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this lease and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this lease.

Variation. The Risk Manager of City may approve a variation in those insurance requirements upon a determination that the coverage, scope, limits and form of such insurance are either not commercially available or that the City's interest are otherwise fully protected.

Licensor shall maintain real property insurance on said premises which shall include coverage for and against loss or damage to the real property caused in whole or in part by Licensee. Licensee shall not be responsible or liable for the loss of or damage to said premises of Licensor. Licensee shall maintain personal property insurance to insure its own personal property against loss or damage which shall include coverage for and against loss or damage to Licensee's personal property caused in whole or in part by Licensor.

14. ASSIGNMENT OR SUBLETTING

Lessee shall not assign this lease, or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the said premises, or any portion thereof, without the written consent of Lessor first had and obtained, and a consent to one assignment, subletting, occupation, or use by another

person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Lessor, terminate this lease.

This lease shall not, nor shall any interest therein, be assignable, as to the interest of Lessee, by operation of law, without the written consent of Lessor.

15. INDEMNITY OF CITY AND ITS OFFICERS

Lessee hereby acknowledges that it is not in any way connected with the City of Newark, in its operation of the pre-school program (Head Start) and does hereby indemnify and hold City, its officers, officials, councils, commissions, volunteers, and employees harmless from any and all liability from the operation of the pre-school program (Head Start) and does further agree to defend any and all litigation arising out of Lessee's operation of the pre-school program on the Premises and in which the City of Newark is named as a defendant, excepting therefrom any and all claims, liability, or loss against Lessor for damages resulting from the intentional and/or negligent acts or omissions of Lessor, its officers, officials, volunteers, and employees. Lessee does hereby further agree to endorse City of Newark as an additional insured to its policies and to provide the City of Newark with a certificate of insurance acceptable to the City Attorney.

16. RELATIONSHIP OF LESSEE/LESSOR

The relationship between Child, Family and Community Services, Inc. and the City of Newark is that of Lessee/Lessor and Child, Family and Community Services, Inc. is not the employee, servant or agent of the City of Newark.

17. NOTICES

Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent), postage prepaid and addressed to:

Lessor:

City Manager
City of Newark
37101 Newark Boulevard
Newark, CA 94560

and

City Attorney
City of Newark
37101 Newark Boulevard
Newark, CA 94560

Lessee:

Executive Director
Child, Family and Community Services, Inc.
32980 Alvarado Niles Road, Suite 846
Union City, CA 94587

18. HOLDING OVER

Any holding over after the expiration of the term or notice of termination shall be at a monthly rental of \$1.00 and shall otherwise be on the terms and conditions herein specified, so far as applicable.

19. TERMINATION

The Lessor or Lessee may terminate this lease at any time upon thirty (30) days written notice.

20. NON-DISCRIMINATION

CHILD, FAMILY AND COMMUNITY SERVICES agrees that no person in the United States shall on the grounds of race, color, religious creed, national origin, sex, age, physical disability, mental disability, medical condition, marital status, sexual orientation, or any other basis, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity carried out in whole or in part within the premises. CHILD, FAMILY AND COMMUNITY SERVICES shall not, on any basis as defined in California Civil Code Section 51:

- a. Deny any service or other benefit provided by the program or activity; or
- b. Provide any service or other benefit which is different or is provided in a different form from that provided to others under the program activity; or
- c. Subject to segregated or separate treatment in any facility or in any manner or process related to receipt of any service or benefit under the program or activity; or
- d. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity; or
- e. Treat an individual differently from others in determining the admission, enrollment, eligibility, membership, or other requirements or conditions which individuals must meet in order to be provided any service or other benefits provided under the program or activity.

21. AMENDMENTS

This lease shall be amended only by written agreement of the parties hereto.

22. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between CITY and CHILD, FAMILY AND COMMUNITY SERVICES relative to the premises and this lease, and may be altered only by an instrument in writing signed by both CITY and CHILD, FAMILY AND COMMUNITY SERVICES. CITY and CHILD, FAMILY AND COMMUNITY SERVICES agree hereby that all prior or contemporaneous oral agreements between and

among themselves and their agents or representatives relative to the leasing of the premises are merged in or revoked by this lease.

23. SEVERABILITY

If any term or provision of the lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the lease shall not be affected thereby, and each term and provision of the lease shall be valid and be enforceable to the fullest extent permitted by law.

24. HEADINGS

The headings used in this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

CHILD, FAMILY AND
COMMUNITY SERVICES, INC.

CITY OF NEWARK

By *Kevin Deshayes 11/1/15*
Executive Director

By _____
City Manager, City of Newark

**PLEASE SEE ATTACHED
ACKNOWLEDGEMENT/ JURAT
FROM NOTARY PUBLIC**

Attest

City Clerk, City of Newark

Approved as to form:

City Attorney, City of Newark

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of ALAMEDA }

On JUNE 1, 2015 before me, GLORIA ORTEGA, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared KAREN DESTAVES
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Gloria Ortega
Notary Public Signature



(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

LEASE AGREEMENT
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 8 Document Date 06-01-15

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

_____ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**F.9 Authorization for the City Manager to sign an Agreement with the Newark Chamber of Commerce to provide promotional services and for the rental of office space at 37101 Newark Boulevard – from Assistant City Manager Grindall.
(RESOLUTION)**

Background/Discussion – The current Agreement for rental of office space by the Newark Chamber of Commerce and promotional services expires on June 30, 2015. The Newark Chamber of Commerce wishes to enter into a new one-year Agreement. A new Agreement has been prepared, the conditions of which remain essentially the same as in the past. The Chamber provides valuable expertise in industrial and commercial development for our community and staff recommends that the City Council authorize an extension of the lease for an additional year, through June 30, 2016, at a rental fee of \$1 per month. The annual funding of \$30,000 will be provided for fiscal year 2015-2016 for the Chamber of Commerce to continue its promotional and business retention services on behalf of the City.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the City Manager to sign an Agreement with the Newark Chamber of Commerce for promotional services and the rental of office space at 37101 Newark Boulevard.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE CITY MANAGER TO SIGN
AN AGREEMENT WITH THE NEWARK CHAMBER OF
COMMERCE FOR PROMOTIONAL SERVICES AND THE
RENTAL OF OFFICE SPACE AT 37101 NEWARK
BOULEVARD

WHEREAS, the current agreement with the Newark Chamber of Commerce for use of 37101 Newark Boulevard will expire on June 30, 2015; and

WHEREAS, it is recommended that an extension be authorized for an additional year, through June 30, 2016, for a rental fee of \$1 per year for the office space and \$30,000 for promotional and business retention services; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager of the City of Newark is hereby authorized to sign an agreement with the Newark Chamber of Commerce for promotional services and the rental of office space at 37101 Newark Boulevard, said agreement on file in the Office of the City Clerk.

**CITY OF NEWARK -
NEWARK CHAMBER OF COMMERCE
AGREEMENT**

This Agreement is made this 11th day of June, 2015, by and between the City of Newark, a California municipal corporation (hereinafter referred to as "CITY") and the Newark Chamber of Commerce, a California nonprofit corporation, (hereinafter referred to as "CHAMBER").

WHEREAS, the CITY seeks well planned industrial and commercial development to build an economic base for the provision of CITY services; and

WHEREAS, the competitive environment in Northern California and the San Francisco Bay Region necessitates an aggressive promotion of quality industrial and commercial development; and

WHEREAS, the CHAMBER has access to considerable expertise in industrial/commercial development which permits augmentation of CITY financial resources to effectively compete for new quality industrial/commercial development; and

WHEREAS, the CHAMBER has been instrumental in marketing businesses in the CITY and has conducted many programs to promote the CITY; and

WHEREAS, based on the CHAMBER'S experience and ability, the CITY has determined that the CHAMBER is the best agency to execute this industrial and commercial development program; and

WHEREAS, the CHAMBER should exist as a viable, separate, and independent entity that brings people and the business community together and that provides ownership to its members in the Newark community. The City Council has found that it is possible to assist the CHAMBER in achieving these objectives by implementing a long-term strategy for both fiscal and operational renewal. For this to happen, it is important that the CITY funding of \$30,000 budgeted for fiscal year 2015-16 continue, and that CITY funding of \$30,000 for subsequent fiscal years be provided; if possible.

NOW, THEREFORE, it is hereby agreed as follows:

1. The CHAMBER shall perform the following activities:
 - a. Develop, in cooperation with the City of Newark City Manager, Assistant City Manager, and Planning Manager, rapport with brokers, property owners, and site selectors affecting Newark industrial/commercial property necessary to cause quality development of that property in the near future.
 - b. Provide CITY promotional services, including by way of example only, development of marketing materials, coordination of specialized public relations events, and attendance at trade shows.

- c. Provide business retention services and assistance to local businesses.
 - d. Develop and implement other special projects.
2. The CITY shall pay a sum not to exceed Thirty Thousand Dollars (\$30,000) for Fiscal Year 2015-16, and an additional Thirty Thousand Dollars (\$30,000) for Fiscal Years 2016-17, 2017-18, 2018-19, and 2019-20, if provided for in its subsequent budget, for the services contracted for herein. In addition, the CITY shall provide to the CHAMBER the use of its current office at 37101 Newark Boulevard, Newark, California on a month-to-month basis for a monthly rent of One Dollar (\$1.00) per month, (see Exhibit "A" attached hereto) the use of said office space shall include use of the CITY'S surplus desktop personal computer located therein. Further, the CITY shall continue to provide internet access including email and reasonable computer support so that the computer used by the CHAMBER remains useful in the furtherance of the purposes of this Agreement.
 3. It is the intention of the parties that the mutually advantageous relationship between the CITY and the CHAMBER continue for a period of five (5) years, until June 30, 2020. However, the CITY is unable to commit to funding levels beyond currently budgeted amounts and amounts for which it is reasonable foreseeable will be budgeted. Therefore, this Agreement shall terminate and be of no further force or effect on June 30, 2016. In the event that \$30,000 is provided for in subsequent budgets, this Agreement shall be renewed on an annual (fiscal year) basis. This Agreement may be terminated at any time without cause by either party giving written notice thereof to the other party. In that event, this Agreement shall be terminated effective ninety (90) days from the date of mailing (certified mail, return receipt requested) thereof. In the event that said notice of termination is given by the CHAMBER to the CITY, the CHAMBER shall remit to the CITY a pro-rata portion of any payment received by it for the period from the termination effective date to the date another payment would have been due or one (1) year from the date hereof, whichever is less.
 4. The CHAMBER shall defend, indemnify, and save harmless CITY, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) for every nature, kind or description, which may be brought against, or suffered or sustained by, CITY, its Council, boards, commissions, officers, employees and agents caused by, or alleged to have been caused by, the negligence, intentional tortious act or omission, or willful misconduct of CHAMBER, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

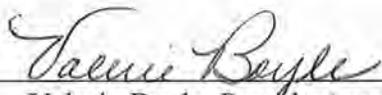
The duty of CHAMBER to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require CHAMBER to indemnify CITY, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

Approval of the insurance contracts does not relieve CHAMBER from liability under this paragraph, including but not limited to the duty to indemnify CITY set forth herein. By execution of this Agreement, CHAMBER acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration.

5. a. The CHAMBER shall provide and maintain in full force and effect while operating under the terms of this Agreement, a comprehensive liability policy which shall include bodily injury, and property damage coverage. The minimum limits for this coverage shall be \$1,000,000 combined single limit.
- b. The CHAMBER shall provide and maintain in full force and effect while operating under the terms of this Agreement a workers' compensation insurance and employer's liability policy. The minimum limits of such coverage shall be that as prescribed by law.
6. The relationship of the CHAMBER to the CITY shall be that of an independent contractor and not as an agent or employee. The CHAMBER may engage contractors or subcontractors as necessary for the effective execution of this Agreement.
7. The Chamber shall maintain its books and records consistent with generally accepted accounting practices. Said books and records may be examined by the City during normal business hours upon forty-eight (48) hour telephone notice to the Chief Executive Officer of the Chamber. In addition thereto, the Chamber shall file a written report with the City Manager's Office setting forth the expenditures that have been made from the funds granted here.
8. The CHAMBER shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment, novation or operation of law) without the prior written consent of the CITY.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed the date first above written.

NEWARK
CHAMBER OF COMMERCE

By 
Valerie Boyle, President and C.E.O.

CITY OF NEWARK
a California Municipal Corporation

By _____
John Becker, City Manager

ATTEST:

By _____
Sheila Harrington, City Clerk

APPROVED AS TO FORM:

By _____
David J. Benoun, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)

On June 11, 2015 before me, Kathleen L. Slafter, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Valerie Boyle
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Kathleen L. Slafter
Commission #1998162
Expires December 11, 2016

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathleen L. Slafter
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Chamber of Commerce Ag Document Date: June 11, 2015
Number of Pages: 4 Signer(s) Other Than Named Above: John Becker, City Manager

Capacity(ies) Claimed by Signer(s)

Signer's Name: Valerie Boyle
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: CEO, President Chamber
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

F.10 Approval of events within the public right-of-way, authorization to issue an Encroachment Permit to the Portuguese Fraternal Society of America Council No. 16 (Holy Ghost Festival Committee), and provision of traffic control for the annual Holy Ghost Festival on July 25 and 26, 2015 – from Police Sergeant Hoppe and Assistant Engineer Carmen. (MOTION)

Background/Discussion – The Portuguese Fraternal Society of America Council No. 16 (Holy Ghost Festival Committee) has requested that the City approve and provide traffic control for two events associated with the 2015 Holy Ghost Festival:

- Small Parade, Saturday, July 25, from 1:15 p.m. – 3:00 p.m. The parade will exit the Newark Pavilion onto Thornton Avenue, to Arden Street, to Plummer Avenue, to Galletta Drive, back to Plummer Avenue, to Cherry Street, and return to the Pavilion.
- Traditional Annual Parade, Sunday, July 26, from 10:45 a.m. – 2:30 p.m. The parade will exit the Newark Pavilion onto Thornton Avenue, proceed to St. Edwards Church, and return to the Pavilion.

Issuance of an Encroachment Permit is necessary for these events to be held within the public street right-of-way. As a condition of issuance of this permit, the Portuguese Fraternal Society of America Council No. 16 (Holy Ghost Festival Committee) will conform to the City’s insurance requirements and will deposit sufficient funds for the cost of Police and Maintenance personnel and equipment to provide traffic control for these events.

Attachment - None

Action - It is recommended that the City Council, by motion, approve the events within the public right-of-way, authorize issuance of an Encroachment Permit to the Portuguese Fraternal Society of America Council No. 16 (Holy Ghost Festival Committee) organization, and provide traffic control for the annual Holy Ghost Festival on July 25 and 26, 2015.

F.11 Declaration of intent to abandon a portion of the western half of Hickory Street right-of-way north of Perrin Avenue and establishment of July 23, 2015, as the date for a public hearing - from Assistant City Engineer Fajeau. (RESOLUTION)

Background/Discussion – The City has received a request from Cargill, Inc., to abandon a portion of the 40-foot wide western half of Hickory Street right-of-way north of Perrin Avenue. The proposed limits of the abandonment are the Alameda County Flood Control and Water Conservation District (District) property located just north of Perrin Avenue and a line approximately 337 feet north of the District boundary as measured along the original street centerline. The requested abandonment is consistent with the recent approval of abandonment of the eastern half of this segment of Hickory Street. This right-of-way has never been improved to public street standards, is not currently used as a public street, and is not needed for future street purposes. The area is utilized by Cargill, Inc. as a primary haul route.

If abandoned, this segment of Hickory Street right-of-way would revert back to Cargill, Inc., as the underlying fee title owner. Utility providers with services in this general area have been notified of the additional potential right-of-way abandonment. It is anticipated that utility easements will be reserved over portions of the right-of-way in a manner consistent with previous easement reservations on the eastern half of Hickory Street.

Staff is recommending that the City Council proceed with abandonment proceedings under the provisions of Part 3, Division 9 of the Streets and Highways Code of the State of California. A legal description and plat showing the area proposed to be abandoned are attached to Exhibit A of the Resolution of Intent.

Attachment

Action - It is recommended that the City Council, by resolution, declare its intention to abandon a portion of the western half of Hickory Street right-of-way north of Perrin Avenue and establish July 23, 2015, as the date for the public hearing.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK DECLARING ITS INTENTION TO ABANDON A
PORTION OF THE WESTERN HALF OF HICKORY STREET
RIGHT-OF-WAY NORTH OF PERRIN AVENUE AND
ESTABLISH JULY 23, 2015, AS THE DATE FOR PUBLIC
HEARING

WHEREAS, the City of Newark has been requested by Cargill, Inc. to abandon the western half of Hickory Street right-of-way in Newark, California, located between the Alameda County Flood Control and Water Conservation District (District) boundary just north of Perrin Avenue and a line approximately 337 north of the District boundary as measured along the original street centerline; and

WHEREAS, the Engineering Division of the City of Newark has reviewed said matter and has made a recommendation thereon which is on file in the office of the City Clerk and hereby referred to for further details.

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

1. That the City Council does hereby declare its intention to proceed under the provisions of Part 3, Division 9 of the Streets and Highways Code of the State of California, to abandon a portion of the western half of Hickory Street, Newark, California, which street is more particularly described in Exhibit A attached hereto and made a part hereof, and has heretofore been previously dedicated as public street or highway by map, deed, or otherwise.
2. That the City Council hereby determines that this action is subject to the provisions of Section 65402(a)(3) of the Government Code to reflect a minor change in alignment of street improvements and is therefore not subject to review by the Planning Commission for conformance to the General Plan.

BE IT FURTHER RESOLVED that said abandonment of a portion of Hickory Street is subject to the reservation by the City of Newark and exception from said abandonment of any easements required by public utilities; and

1. That reference is hereby made to the maps or plans on file in the office of the City Clerk of further particulars as to this proposed abandonment.
2. That Thursday, the 23rd day of July, 2015 at the hour of 7:30 p.m. of said day, in the City Council Chambers at 37101 Newark Boulevard, Newark, California, is hereby fixed as the date, time and place for hearing all persons interested in or objecting to the proposed abandonment. Said public hearing may be postponed or continued.

3. Not less than three (3) notices shall be posted conspicuously not more than three hundred (300) feet apart along that part of said street herein proposed for abandonment, stating that this resolution and the date and place for the public hearing herein called.

RIGHT OF WAY AND PUBLIC UTILITY
EASEMENT IN FAVOR OF CITY OF
NEWARK PER RE 5618, IM 745

CITY OF NEWARK
PER RE 3199, IM 420

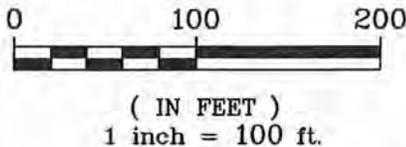
PARCEL 1
315 PM 84

PARCEL 1
252 PM 81



WILLIAM LYON HOMES
2013-310645
2013-310647

6-17-15



N68°11'04"E
40.00'

N21°48'56"W 362.23'

N21°48'56"W 362.28'

HICKORY STREET
PER "MAP OF
TOWN OF NEWARK"
17 M 10

PORTION OF HICKORY STREET (WEST)

ACFC & WCD
(RE 180, IM 904)

ACFC & WCD
(RE 38, IM 637)

P.O.B.

N68°15'33"E
40.00'

PERRIN AVENUE

LEGEND

- BOUNDARY LINE
- PROPERTY LINE

- P.O.B.** POINT OF BEGINNING
- ACFC & WCD** ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
- (R)** RADIAL BEARING

g:\022008\081007\MAPPING\PLATS\HICKORY STREET.DWG

EXHIBIT "A"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR ABANDONMENT OF A
PORTION OF THE WESTERN HALF
HICKORY STREET
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:
1"=100'

DATE:
6-17-2015

JOB NO.:
081007

EXHIBIT – “A”

REAL PROPERTY SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF NEWARK, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND BEING A PORTION OF HICKORY STREET, AS SAID HICKORY STREET IS SHOWN ON THE "MAP OF THE TOWN OF NEWARK, ALAMEDA COUNTY, CAL.", FILED MAY 6, 1878, IN BOOK 17, OF MAPS AT PAGE 10, OFFICIAL RECORDS OF ALAMEDA COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 1 AS SHOWN ON THE PARCEL MAP 7505 FILED ON SEPTEMBER 8, 2000 IN BOOK 252 OF PARCEL MAP AT PAGE 81 OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE WEST LINE OF HICKORY STREET, NORTH 21° 48' 56" WEST – 362.23; THENCE ACROSS HICKORY STREET , NORTH 68° 11' 04" EAST – 40.00 FEET TO A POINT ON THE CENTERLINE OF HICKORY STREET; THENCE ALONG THE CENTERLINE OF HICKORY STREET, SOUTH 21° 48' 56" EAST – 362.28 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE ALAMDEA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (ACFC&WCD) RECORDED ON MARCH 3, 1960 IN REEL 38, IMAGE 637 OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTH LINE OF THE ACFC&WCD PARCEL, SOUTH 68° 15' 33" WEST – 40.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 14,490 SQUARE FEET OF LAND AREA, MORE OR LESS.

END OF DESCRIPTION

PREPARED BY:



SCOTT A. SHORTLIDGE, LS 6441



6-17-2015
DATE

Company Engineering Design Project Prototype (Imperial Units)

Project: 081007

Wed June 17 15:21:41 2015

Parcel Map Check

Parcel name: HICKORY-ABANDONMENT

North: 2013409.84472222 East : 6112080.14707418
Line Course: N 21-48-56 W Length: 362.23
 North: 2013746.13360914 East : 6111945.53519717
Line Course: N 68-11-04 E Length: 40.00
 North: 2013760.99840521 East : 6111982.67059589
Line Course: S 21-48-56 E Length: 362.28
 North: 2013424.66309904 East : 6112117.30105389
Line Course: S 68-15-33 W Length: 40.00
 North: 2013409.84674569 East : 6112080.14630085

Perimeter: 804.52 Area: 14,490 Sq Ft 0.33 Ac.

Mapcheck Closure - (Uses listed courses, radii, and deltas)
Error Closure: 0.00216620 Course: N 20-54-57 W
 Error North: 0.002023465 East : -0.000773326
Precision 1: 371,392.30

**F.12 Initiation of proceedings, confirmation of Engineer's Report, ordering of improvements, and levying of the first annual assessment for Landscaping and Lighting District No. 18 for Tract 8130 – from Assistant City Engineer Fajeau.
(RESOLUTIONS - 2)**

Background/Discussion – Timber Street LLC, developer of Tract 8130 located on Cedar Boulevard between Central Avenue and Smith Avenue, has satisfied project conditions for the formation of a landscaping and lighting district. The purpose of the district is to provide for the maintenance of the new raised street medians on Cedar Boulevard within the limits of the development. Maintenance of the Cedar Boulevard street frontage behind the street curb will be performed by the developer, and eventually by the Homeowners Association of Tract 8130. The annual expected cost for maintenance of the medians through the active district is expected to be approximately \$11,000. The cost per residential unit is anticipated to be approximately \$67 annually.

The project developer has submitted a petition requesting formation of Landscaping and Lighting District No. 18. In executing the petition the developer waived the public hearing otherwise required by the Landscaping and Lighting Act of 1972. Formation of the district can therefore be completed by adopting resolutions to initiate the proceedings and to order the improvements.

Attachment

Action – It is recommended that the City Council, by resolutions: (1) initiate proceedings for the formation of Landscaping and Lighting District No. 18 and (2) confirm the Engineer's Report, order the improvements and levy the first annual assessment for Landscaping and Lighting District No. 18.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK INITIATING PROCEEDINGS FOR THE
FORMATION OF LANDSCAPING AND LIGHTING DISTRICT
NO. 18

The City Council of the City of Newark resolves:

1. The City Council proposes to form an assessment district pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets and Highway Code) for the purpose of the following improvements:

The maintenance of landscaping and the landscape irrigation system within the Cedar Boulevard street medians along the frontage of Tract 8130.

Costs shall include all maintenance and operation costs, including normal upkeep, operating expenses, management expenses, replacement and replanting costs.

2. The proposed assessment district shall be designated as Landscaping and Lighting District No. 18, City of Newark, Alameda County, California, and shall include the land shown on the attached Exhibit "A" designated "Proposed Landscaping and Lighting District No. 18," which map is on file with the City Clerk and is hereby approved.
3. The City Engineer for the City of Newark is hereby designated engineer for the purpose of these formation proceedings. The City Council hereby directs the engineer to prepare and file with the City Clerk a report in accordance with Article IV of Chapter 1 of the Landscaping and Lighting Act of 1972.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK CONFIRMING THE ENGINEER'S REPORT,
ORDERING THE IMPROVEMENTS, AND LEVYING THE
FIRST ANNUAL ASSESSMENT FOR LANDSCAPING AND
LIGHTING DISTRICT NO. 18

(Pursuant to the Landscaping and Lighting Act of 1972)

The City Council of the City of Newark resolves:

The City Council has taken a series of actions preliminary to ordering the improvements in Landscaping and Lighting District No. 18, and now makes the following findings and orders:

1. The City Council adopted its Resolution Initiating Proceedings for the improvement described therein under the Landscaping and Lighting Act of 1972, and directed the City Engineer, as the Engineer of Work for the assessment district, to prepare the report required by Section 22565, and following, of the Streets and Highways Code.

The improvement is generally described as follows:

The maintenance of landscaping and the landscape irrigation system within the Cedar Boulevard street medians along the frontage of Tract 8130.

Costs shall include all maintenance and operations costs, including normal upkeep, operating expenses, management expenses, replacement and replanting costs.

2. The Engineer of Work filed the report as directed.
3. The documents and events described in paragraphs 1 to 2, inclusive, are stated here in tabular form, with their dates and, where appropriate, their numbers. All documents are now on file with the City Clerk.

Document Event	Date	Resolution No.
a. Resolution initiating proceedings	June 25, 2015	
b. Filing of Engineer's Report	June 25, 2015	

4. The City Council approves the Engineer's Report and each component part of it, including each exhibit incorporated by reference in the report.

ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 18

The undersigned respectfully submits the enclosed report as directed by the City Council.

DATED: _____

PEGGY A. CLAASSEN, City Engineer
Engineer of Work

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Diagram thereto attached, was filed with me on the _____ day of _____, 2015.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, Alameda County, California, on the _____ day of _____, 2015.

SHEILA HARRINGTON, City Clerk
City of Newark
Alameda County, California

By _____

ENGINEER'S REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 18
CITY OF NEWARK, ALAMEDA COUNTY
CALIFORNIA

PEGGY A. CLAASSEN, City Engineer, for Landscaping and Lighting District No. 18, City of Newark, Alameda County, California, makes this Report, as directed by the City Council, pursuant to Section 22585 of the Streets and Highways Code (Landscaping and Lighting Act of 1972).

The improvements which are the subject of this Report are briefly described as follows:

- a. The maintenance of landscaping and the landscape irrigation system within the Cedar Boulevard street medians along the frontage of Tract 8130.

Costs shall include all maintenance and operation costs, including normal upkeep, operating expenses, management expenses, replacement and replanting costs.

This report consists of the following:

- PART A - Plans and specifications for the improvement.
- PART B - An estimate of the cost of improvement.
- PART C - An assessment of the estimated cost of the improvements on each benefitted parcels of land within the district.
- PART D - Rules for spreading the assessment among the benefitted parcels of land.
- PART E - An assessment diagram showing each parcel of land within the assessment district.

Respectfully submitted,

PEGGY A. CLAASSEN

PART A

PLANS AND SPECIFICATIONS THOUGH BOUND SEPARATELY

ARE FILED AS PART OF THIS REPORT

LANDSCAPING AND LIGHTING DISTRICT NO. 18
2015-16 FISCAL YEAR
 TRACT 8130 - CEDAR BOULEVARD MEDIANS

EXHIBIT B - ANNUAL BUDGET

CASH BALANCE CALCULATION

- Cash Balance	\$16,000
- Unencumbered Anticipated Expenses this Fiscal Year	
Other Contractual Costs	\$0
Extra Work (Contractor)	\$0
Extra Work (City Forces)	\$0
Tree Pruning	\$0
Utility Costs - Water/Electricity	\$0
Administration Costs	\$0
Ala. Cty. Collection Costs	\$0
- Less Reserve Fund	(\$9,000)
Total Carryover/deficit:	\$7,000

	<u>2014-15 Budgeted</u>	<u>2014-15 Estimated</u>	<u>2015-16 Proposed</u>
LANDSCAPE & IRRIGATION SYSTEM COSTS			
- Contractual Maintenance Costs	0	0	6,000
- Sweeping	0	0	0
- Utility Costs - Water/Electricity	0	0	2,500
- Irrigation Repairs	0	0	500
- Annual Tree Pruning	0	0	500
- Planting Replacement	0	0	1,000
- Bid Advertisement	0	0	300
Subtotal	\$0	\$0	\$10,800
OTHER COSTS			
- Contingencies	0	0	0
- Assessment District Consultant Review			150
Subtotal	\$0	\$0	\$150
Subtotal	\$0	\$0	\$10,950
Carryover/deficit			\$7,000
Subtotal			\$3,950

Note: Following questions will insert appropriate costs into Incidental Expenses:

Contract to be bid (Y/N)?

Y

INCIDENTAL EXPENSES

- Contract Administration (10%)		1,095
- Inspection (8%)		876
- PS&E for bids (8%)		876
- Assessment Engineering		4,000

Subtotal \$6,847

TOTAL ANNUAL COST \$10,797

COLLECTION CHARGES

- Alameda County Collection Charges		184
(Collection Percentage)	1.70%	

TOTAL AMOUNT TO BE ASSESSED \$10,981

TOTAL AMOUNT TO BE ASSESSED (ROUNDED) \$11,000

LANDSCAPING AND LIGHTING DISTRICT NO. 18**2015-16 FISCAL YEAR**

TRACT 8130 - CEDAR BOULEVARD MEDIANS

EXHIBIT C - ASSESSMENT ROLL

L&L Parcel	Assessor's Parcel	No. of Units	Total w/o Collection Charge	Collection Charge	Total Assessment
1	092A-2598-016	12	790.06	13.43	803.49
2	092A-2598-017	10	658.38	11.19	669.57
3	092A-2598-018	10	658.38	11.19	669.57
4	092A-2598-019	12	790.06	13.43	803.49
5	092A-2598-020	10	658.38	11.19	669.57
6	092A-2598-021	14	921.73	15.67	937.40
7	092A-2598-022	7	460.87	7.83	468.70
8	092A-2598-023	5	329.19	5.60	334.79
9	092A-2599-018	1	65.84	1.12	66.96
10	092A-2599-019	1	65.84	1.12	66.96
11	092A-2599-020	1	65.84	1.12	66.96
12	092A-2599-021	1	65.84	1.12	66.96
13	092A-2599-022	1	65.84	1.12	66.96
14	092A-2599-023	1	65.84	1.12	66.96
15	092A-2599-024	1	65.84	1.12	66.96
16	092A-2599-025	1	65.84	1.12	66.96
17	092A-2599-026	1	65.84	1.12	66.96
18	092A-2599-027	1	65.84	1.12	66.96
19	092A-2599-028	1	65.84	1.12	66.96
20	092A-2599-029	1	65.84	1.12	66.96
21	092A-2599-030	1	65.84	1.12	66.96
22	092A-2599-031	1	65.84	1.12	66.96
23	092A-2599-032	1	65.84	1.12	66.96
24	092A-2599-033	1	65.84	1.12	66.96
25	092A-2599-034	1	65.84	1.12	66.96
26	092A-2599-035	1	65.84	1.12	66.96
27	092A-2599-036	1	65.84	1.12	66.96
28	092A-2599-037	1	65.84	1.12	66.96
29	092A-2599-038	1	65.84	1.12	66.96
30	092A-2599-039	1	65.84	1.12	66.96
31	092A-2599-040	1	65.84	1.12	66.96
32	092A-2599-041	1	65.84	1.12	66.96
33	092A-2599-042	1	65.84	1.12	66.96
34	092A-2599-043	1	65.84	1.12	66.96
35	092A-2599-044	1	65.84	1.12	66.96
36	092A-2599-045	1	65.84	1.12	66.96
37	092A-2599-046	1	65.84	1.12	66.96
38	092A-2599-047	1	65.84	1.12	66.96
39	092A-2599-048	1	65.84	1.12	66.96
40	092A-2599-049	1	65.84	1.12	66.96
41	092A-2599-050	1	65.84	1.12	66.96
42	092A-2599-051	1	65.84	1.12	66.96
43	092A-2599-052	1	65.84	1.12	66.96

EXHIBIT C - ASSESSMENT ROLL

L&L Parcel	Assessor's Parcel	No. of Units	Total w/o Collection Charge	Collection Charge	Total Assessment
44	092A-2599-053	1	65.84	1.12	66.96
45	092A-2599-054	1	65.84	1.12	66.96
46	092A-2599-055	1	65.84	1.12	66.96
47	092A-2599-056	1	65.84	1.12	66.96
48	092A-2599-057	1	65.84	1.12	66.96
49	092A-2599-058	1	65.84	1.12	66.96
50	092A-2599-059	1	65.84	1.12	66.96
51	092A-2599-060	1	65.84	1.12	66.96
52	092A-2599-061	1	65.84	1.12	66.96
53	092A-2599-062	1	65.84	1.12	66.96
54	092A-2599-063	1	65.84	1.12	66.96
55	092A-2599-064	1	65.84	1.12	66.96
56	092A-2599-065	1	65.84	1.12	66.96
57	092A-2599-066	1	65.84	1.12	66.96
58	092A-2599-067	1	65.84	1.12	66.96
59	092A-2599-068	1	65.84	1.12	66.96
60	092A-2599-069	1	65.84	1.12	66.96
61	092A-2599-070	1	65.84	1.12	66.96
62	092A-2599-071	1	65.84	1.12	66.96
63	092A-2599-072	1	65.84	1.12	66.96
64	092A-2599-073	1	65.84	1.12	66.96
65	092A-2599-074	1	65.84	1.12	66.96
66	092A-2599-075	1	65.84	1.12	66.96
67	092A-2599-076	1	65.84	1.12	66.96
68	092A-2599-077	1	65.84	1.12	66.96
69	092A-2599-078	1	65.84	1.12	66.96
70	092A-2599-079	1	65.84	1.12	66.96
71	092A-2599-080	1	65.84	1.12	66.96
72	092A-2599-081	1	65.84	1.12	66.96
73	092A-2599-082	1	65.84	1.12	66.96
74	092A-2599-083	1	65.84	1.12	66.96
75	092A-2599-084	1	65.84	1.12	66.96
76	092A-2599-085	1	65.84	1.12	66.96
77	092A-2599-086	1	65.84	1.12	66.96
78	092A-2599-087	1	65.84	1.12	66.96
79	092A-2599-088	1	65.84	1.12	66.96
80	092A-2599-089	1	65.84	1.12	66.96
81	092A-2599-090	1	65.84	1.12	66.96
82	092A-2599-091	1	65.84	1.12	66.96
83	092A-2599-092	1	65.84	1.12	66.96
84	092A-2599-093	1	65.84	1.12	66.96
85	092A-2599-094	1	65.84	1.12	66.96
86	092A-2599-095	1	65.84	1.12	66.96
87	092A-2599-096	1	65.84	1.12	66.96
88	092A-2599-097	1	65.84	1.12	66.96
89	092A-2599-098	1	65.84	1.12	66.96
90	092A-2599-099	1	65.84	1.12	66.96
91	092A-2599-100	1	65.84	1.12	66.96
92	092A-2599-101	1	65.84	1.12	66.96
	Totals		10,797.44	183.56	10,981.00

PART D

LANDSCAPING AND LIGHTING DISTRICT NO. 18

METHOD OF APPORTIONMENT OF ASSESSMENT

The total cost of the project, including incidental expenses, will be spread evenly over each of the benefitted parcels of land based on the relative number of dwelling units per parcel to the total number of dwelling units (164) in the development.

Exhibit "A" - Proposed Landscaping and Lighting District No. 18 (Part E)



TO SMITH AVENUE

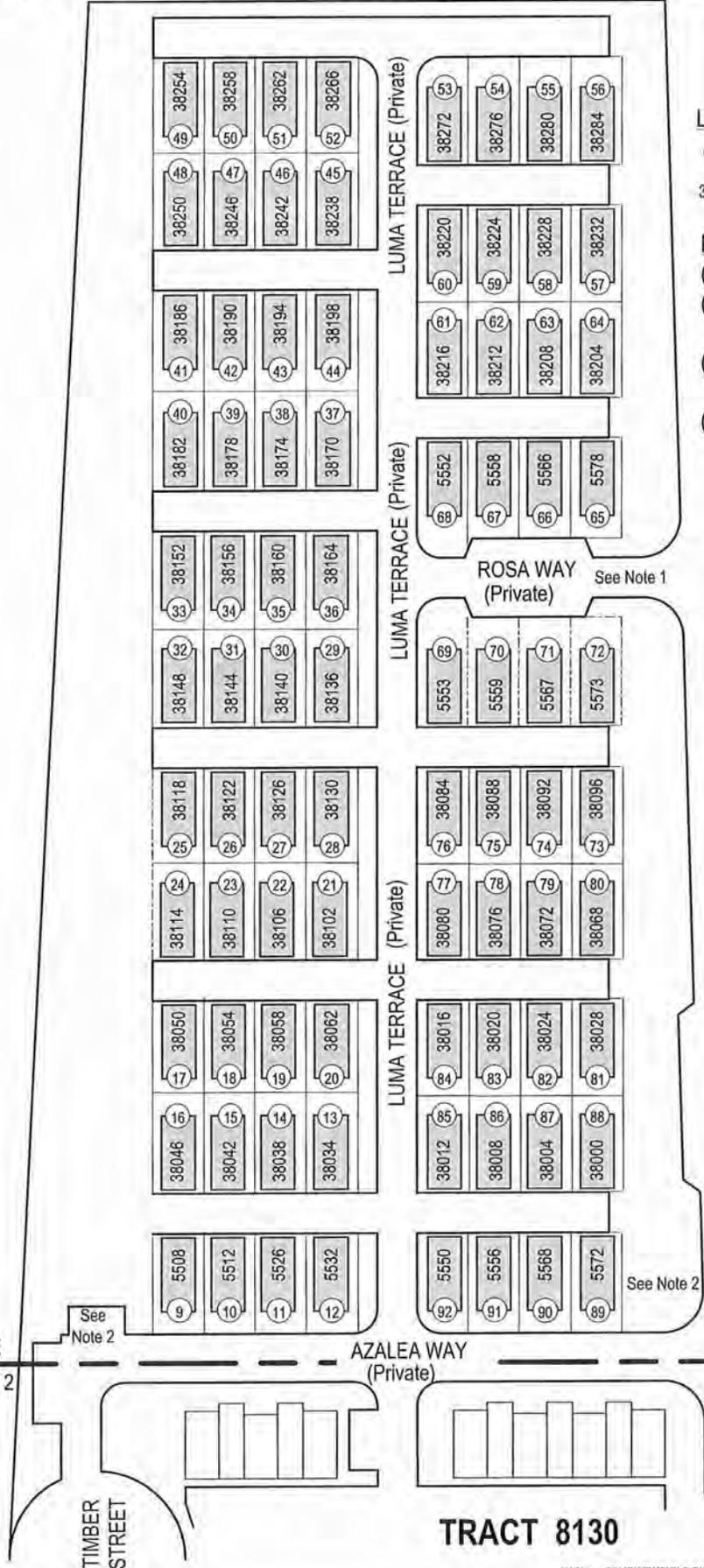
Legend:

④ L&L Parcel Number

38186 Assigned Address to each lot

Notes:

- (1) Lots 65 to 72 on Rosa Way.
- (2) Pavilion, Lots 9 to 12 and 89 to 92 on Azalea Way.
- (3) All other addresses on Luma Terrace.
- (4) See Exhibit C for Assessment Roll.



CEDAR BOULEVARD



Not to Scale

MATCH LINE
See Page 2 of 2

See Note 2

AZALEA WAY
(Private)

See Note 2

ROBERTSON AVE.



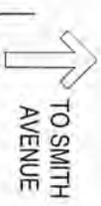
TO CENTRAL AVENUE

TRACT 8130

Page 1 of 2

Exhibit "A"

Proposed Landscaping and Lighting District No. 18 (Part E)

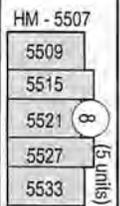


ROBERTSON AVE.

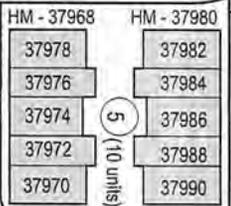
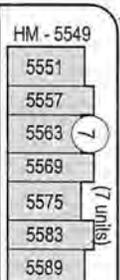
See Page 1 of 2

MATCH LINE

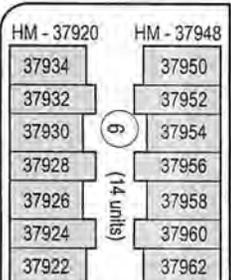
AZALEA WAY
(Private)



Note: All addresses on Lots 7 and 8 are on Azalea Way.



Note: All addresses on Lots 5 and 6 are on Luma Terrace.



Legend:

- ⑥ L&L 18 Parcel No.
- ③7592 Condominium Unit Address
- ③7920 House Meter and Primary Building Address

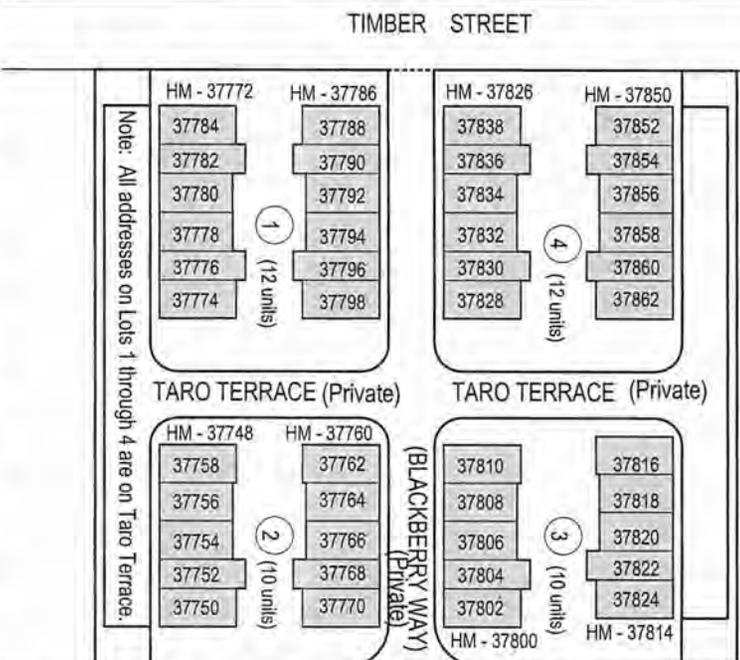
Note:
See Exhibit C for Assessment Roll.

MADEIROS PROPERTY
37900 CEDAR, Units A-K
(Not a part of L&L No. 18)

CEDAR BOULEVARD



Not to Scale



Note: All addresses on Lots 1 through 4 are on Taro Terrace.

F.13 Approval of the Memoranda of Understanding with the Newark Association of Miscellaneous Employees (NAME) and the Newark Police Association (NPA); and the Compensation and Benefit Plans for the Confidential Employee Group, and the City Officials, Management, Supervisory, and Professional Employee Group – from Human Resources Director Abe. (RESOLUTIONS - 4)

Background/Discussion – Tentative agreements have been reached on Memoranda of Understanding (MOU's) with the Newark Association of Miscellaneous Employees (NAME) and the Newark Police Association (NPA). The labor agreements span a two year term from July 1, 2015 through June 30, 2017. Similar compensation and benefit plans are recommended for Management and Confidential employees.

These compensation plans and labor agreements include the first general salary increase in eight years (since July 1, 2007) for management and confidential employees, and the first general salary increase for NAME in seven years (since July 1, 2008). The Newark Police Association received a single increase of 3% during the last eight years.

The proposed two-year plans and agreements include the following provisions:

- A two percent general salary increase on July 1, 2015; a two percent general salary increase on January 1, 2016.
- A three percent general salary increase on July 1, 2016.
- The discontinuation of 41.6 annual hours of Temporary Fiscal Year Leave.
- The discontinuation of 23 annual hours of Temporary Leave.
- A gradual increase to the City's partial contribution for medical insurance consistent with the Federal Affordable Care Act's affordability criteria. The City currently contributes a total monthly amount of \$232 to assist employees in purchasing medical insurance. As proposed, this amount will increase from \$232 to \$250 a month effective July 1, 2015. Over the remaining two years of the agreement, the total monthly City contribution for medical insurance will be capped at \$428. Unlike other cities, Newark does not provide benefitted employees with paid dental and/or vision insurance.
- Specific changes in each plan and agreement (e.g., MOU language and definition clarifications) are highlighted therein.

Attachments

Action - It is recommended that the City Council, by resolutions, approve the Memoranda of Understanding with the Newark Association of Miscellaneous Employees (NAME) and the Newark Police Association (NPA), and the Compensation and Benefit Plans for the Confidential Employee Group, and the City Officials, Management, Supervisory, and Professional Employee Group.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ADOPTING A MEMORANDUM OF
UNDERSTANDING FOR THE NEWARK ASSOCIATION OF
MISCELLANEOUS EMPLOYEES

WHEREAS, the Memorandum of Understanding (MOU) for the Newark Association of Miscellaneous Employees (NAME), dated July 1, 2015, is attached hereto as Exhibit A and made a part hereof by reference, as though set forth at length;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby adopts the MOU herein before referenced for NAME, effective July 1, 2015;

BE IT FURTHER RESOLVED that Resolution Nos. 10127 and 10271 pertaining to the NAME MOU is hereby repealed effective June 30, 2015, and that if any provisions contained herein are found to be in conflict with provisions of any other previous resolutions, the provisions herein shall prevail.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ADOPTING A MEMORANDUM OF
UNDERSTANDING FOR THE NEWARK POLICE
ASSOCIATION

WHEREAS, the Memorandum of Understanding (MOU) for the Newark Police Association (NPA), dated July 1, 2015, is attached hereto as Exhibit A and made a part hereof by reference, as though set forth at length;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby adopts the MOU herein before referenced for NPA, effective July 1, 2015;

BE IT FURTHER RESOLVED that Resolution No. 10128 pertaining to the NPA MOU are hereby repealed effective June 30, 2015, and that if any provisions contained herein are found to be in conflict with provisions of any other previous resolutions, the provisions herein shall prevail.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ADOPTING A COMPENSATION AND BENEFIT
PLAN FOR THE CONFIDENTIAL EMPLOYEE GROUP

WHEREAS, the Compensation and Benefit Plan for the Confidential Employee Group, dated July 1, 2015, is attached hereto as Exhibit A and made a part hereof by reference, as though set forth at length;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby adopts the Compensation and Benefit Plan herein before referenced for the Confidential Employee Group, effective July 1, 2015;

BE IT FURTHER RESOLVED that Resolution No. 10129 pertaining to the Confidential Employee Group is hereby repealed effective June 30, 2015, and that if any provisions contained herein are found to be in conflict with provisions of any other previous resolutions, the provisions herein shall prevail.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ADOPTING A COMPENSATION AND BENEFIT
PLAN FOR THE CITY OFFICIALS AND THE
MANAGEMENT, SUPERVISORY, AND PROFESSIONAL
EMPLOYEE GROUP

WHEREAS, the Compensation and Benefit Plan for the City Officials and the Management, Supervisory, and Professional Employee Group, dated July 1, 2015, is attached hereto as Exhibit A and made a part hereof by reference, as though set forth at length;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby adopts the Compensation and Benefit Plan herein before referenced for the City Officials and the Management, Supervisory, and Professional Employee Group, effective July 1, 2015;

BE IT FURTHER RESOLVED that Resolution Nos. 10130 and 10188 pertaining to City Officials and the Management, Supervisory, and Professional Employee Group is hereby repealed effective June 30, 2015, and that if any provisions contained herein are found to be in conflict with provisions of any other previous resolutions, the provisions herein shall prevail.

Due to the size of the attachments for Item F.13, the Memorandums of Understandings and the Compensation and Benefit Plans have been scanned and posted to the website as a separate document.

F.14 Approval of the City of Newark Paid Sick Leave Policy for compliance with the California Healthy Workplaces/Healthy Families Act of 2014 - from Human Resources Director Abe. (RESOLUTION)

Background/Discussion - The California Healthy Workplaces/Healthy Families Act of 2014 requires employers to provide qualifying employees with up to 3 days (24 hours) of sick leave annually. This new State law takes effect on July 1, 2015.

The proposed City of Newark Paid Sick Leave Policy fulfills the requirements of the new state law. The policy applies to the City's part-time, seasonal and temporary (PST) employees who work for 30 days or more within 12 months of employment, and does not apply to benefitted employees who already accrue leave time that can be used for medical needs.

Attachment

Action – It is recommended that the City Council, by resolution approve the City of Newark Paid Sick Leave Policy for compliance with the California Healthy Workplaces/Healthy Families Act of 2014.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ADOPTING THE CITY OF NEWARK PAID SICK
LEAVE POLICY FOR COMPLIANCE WITH THE
CALIFORNIA HEALTHY WORKPLACES/HEALTHY
FAMILIES ACT OF 2014

WHEREAS, the California Healthy Workplaces/Healthy Families Act of 2014 requires employers to provide qualifying employees with up to 3 days (24) hours of sick leave annually by July 1, 2015; and

WHEREAS, the City of Newark Paid Sick Leave Policy fulfills the requirements of the new state law and is attached hereto as Exhibit A and made a part hereof by reference, as though set forth at length:

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby adopts the City of Newark Paid Sick Leave Policy effective July 1, 2015 for compliance with the California Healthy Workplaces/Healthy Families Act of 2014.



City of Newark

**Paid
Sick Leave
Policy**

PAID SICK TIME

I. Purpose and Scope

A. Purpose

In accordance with the Healthy Workplaces/Healthy Families Act of 2014, The City of Newark recognizes that employees will need days off from work from time to time to address their medical needs. This document establishes the policies and procedures the City of Newark shall adhere to with regards to paid sick time in accordance with California Labor Code section 245 *et seq.*

B. Applicability

This policy applies to temporary, part-time, and seasonal employees who, on or after July 1, 2015, work for the City of Newark for 30 or more days within 12 months from the beginning of employment and who are not eligible for any form of “comprehensive leave” benefit provided by the City to other employee groups.

C. Exclusions

Employees not covered by this policy are those who are eligible for the more generous leave benefit(s) provided by the City pursuant to a memorandum of understanding (represented employees), employee benefits resolution (non-represented employees) or employment agreement.

II. Policy

A. Entitlement

Employees covered by this policy (“Employees”) are entitled to 3 days or 24 hours of paid sick time annually which may be used within a 12 month period or term of employment. Twenty-four (24) hours shall be the maximum benefit.

Paid sick leave made available under this policy has no cash value, and the City of Newark does not pay Employees for available sick leave at separation.

B. Usage

- An Employee may use available paid sick days beginning on the 90th day of employment.
- The City of Newark shall allow the use of paid sick days upon the oral or written request of an Employee for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventative care, or specified purposes for an Employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230(c) and Labor Code section 230.1(a).

- “Family member” for purposes of this paid sick leave policy means:
 - A child (biological, adopted, or foster child, stepchild, legal ward, or child to whom the Employee stands in loco parentis, regardless of the age or dependency status);
 - A biological, adoptive, or foster parent, stepparent, or legal guardian of an Employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor child;
 - A spouse;
 - A registered domestic partner;
 - A grandparent;
 - A grandchild;
 - A sibling.

The Employee must provide reasonable advance notification, orally or in writing, of the need to use sick leave, if foreseeable. If the need to use sick leave is not foreseeable, the Employee must provide notice as soon as practical. The City of Newark will not condition the use of sick leave on the Employee finding someone to cover his/her work.

- Employees must use sick leave in at least one half (.5) hour increments.
- Employees will only receive paid sick time for the number of hours they would have worked during their scheduled shift. For example, if the Employee was scheduled for a four hour shift, they will be compensated with four hours of paid sick time only.
- The City of Newark will limit the use of paid sick days to 24 hours or three days in each year of employment.
- Employees will be provided the total amount of sick leave that may be used per year—24 hours or 3 days—at the beginning of each fiscal year beginning July 1, or the first date of employment, whichever is later, therefore *no* accrual or carry-over is permitted.
- For returning seasonal Employees or for any temporary employees who have a break in service of less than one year, paid sick time will be provided as outlined above. However, returning seasonal Employees (or any Employee that has a break in service and returns to work for the City within one year from their last day worked) do not need to wait until the 90th day of employment to use their paid sick leave. They will have access to their available sick leave for that fiscal year immediately upon re-employment with the City, provided their returning start date is within 12 months of their previous departure date.

F.15 Authorization for the Mayor to sign an amendment to the agreement between the City of Newark and the Alameda County Fire District regarding fire and emergency response services – from City Manager Becker. (RESOLUTION)

Background/Discussion – On October 9, 2014, staff provided a report to the City Council on the Newark and Union City “Fire Alternatives Study” that was conducted by Citygate Associates. In summary, the report found that it was technically feasible to separate from the Alameda County Fire Department (ACFD) and form a two-city fire department, but that significant cost variables and uncertainties existed which would require more time to evaluate. In addition, staff reported that the fire and emergency services that Newark has received from the ACFD over the previous four years have been excellent and the estimated cost savings have been met. However, two major and problematic issues were identified in the report. These included: 1) unfunded liabilities of retiree health care; and 2) the inability for contract agencies to provide effective input into decision making by the Board of Supervisors.

The City Council accepted the report findings and directed staff to negotiate an extension of the contract for fire services with the ACFD with the following provisions:

- Provide for a five-year term with the ability to terminate the contact on an annual basis
- An agreement for substantive discussions to address retiree health care cost containment (at Local 55 contract opener date)
- An increase in contract cities role in providing input into labor negotiation cost parameters that ultimately impact our budgets.

On March 31, 2015, the City received an initial contract proposal from the Alameda County Fire District. The City has responded to that proposal requesting changes to more clearly protect the interests of the City and to strengthen our ability to manage long-term costs. Staff is continuing to negotiate terms of a new Fire Services Agreement. A final agreement on the contract terms will not be reached prior to the June 30, 2015 contract expiration. In order to prevent service disruption, a limited term contract extension has been prepared by the City Attorney and Alameda County legal counsel. The agreement extends the existing agreement until September 30, 2015 and then, if necessary, extends beyond that date on a month to month basis. This will allow time for both parties to reach agreement on a new 5 year agreement.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the Mayor to sign an amendment to the agreement between the City of Newark and the Alameda County Fire District regarding fire and emergency response services.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE MAYOR TO SIGN AN
AMENDMENT TO THE AGREEMENT WITH ALAMEDA
COUNTY FIRE DISTRICT REGARDING FIRE AND
EMERGENCY RESPONSE SERVICES

WHEREAS, additional time is needed to allow for both the City of Newark and the Alameda County Fire Department to reach agreement on terms of a new five year agreement;

WHEREAS, the City Council desires to direct the Mayor to execute an amendment to the existing Agreement with Alameda County Fire District for fire and emergency response services to extend the existing Agreement until September 30, 2015 and thereafter on a month to month basis as needed;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the Mayor of the City of Newark be and is hereby authorized to sign an amendment to the Agreement with Alameda County Fire District, said agreement on file in the Office of the City Clerk.

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN
THE CITY OF NEWARK AND
THE ALAMEDA COUNTY FIRE DISTRICT
REGARDING FIRE AND EMERGENCY RESPONSE SERVICES**

This Amendment is made and entered into this 23rd day of June 2015, by and between the Alameda County Fire District, a dependent fire district formed under the Fire Protection District Law of 1961 (Health and Safety Code Sections 13801 et seq.) and governed by the Alameda County Board of Directors, hereinafter referred to as "ACFD", and the CITY OF NEWARK ("City"), a municipal corporation, collectively referred to as the "Parties."

RECITALS

WHEREAS, ACFD has provided services to City since 2010 pursuant to the Agreement Between the City of Newark and the Alameda County Fire District Regarding Fire and Emergency Response Services, entered into on or about March 16, 2010 (the "2010 Fire Services Agreement"); and

WHEREAS, the term of the 2010 Fire Services Agreement expires at 11:59 p.m. on June 30, 2015; and

WHEREAS, the Parties intend to enter into a new Fire Services Agreement to replace the 2010 Fire Services Agreement; and

WHEREAS, the Parties require additional time to reach mutually agreeable terms for a new Fire Services Agreement; and

WHEREAS, the Parties desire to extend the term of the 2010 Fire Services Agreement in order to prevent service interruption in the event that the 2010 Fire Services Agreement expires and the City has not made alternative arrangements for fire and emergency response services;

THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACFD and City agree as follows:

AGREEMENT

1. The foregoing recitals are true and correct.
2. Section 9.a. of the 2010 Fire Services Agreement City is amended as follows:

Delete "until 11:59 p.m. on June 30, 2015" and insert "until 11:59 p.m. on September 30, 2015".

Add after the last sentence: "If the Parties are unable to reach a new Agreement by September 30, 2015, this Agreement shall be extended automatically, on a month-to-month basis. In the event either party wishes to terminate the Agreement, the terminating party shall provide written notice of termination to the other party. The

Parties shall thereafter develop and execute a transition plan pursuant to Section 9.b. of this Agreement.”

3. Signatory. By signing this Amendment, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity and that by his/her signature on this Amendment, he/she or the entity upon behalf of which he/she acted, executed this Amendment.
4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[SIGNATURES FOLLOW ON NEXT PAGE]

ALAMEDA COUNTY FIRE DISTRICT,
a dependent special district of the County of
Alameda, political subdivision of the State of
California

Approved as to form Donna R. Ziegler,
County Counsel:

By: _____
President,
Board of Directors

By: _____
Heather Littlejohn,
Deputy County Counsel

ATTEST: I hereby certify under penalty of perjury that the President of the Board of Directors was duly authorized to execute this document on behalf of the Alameda County Fire District by a majority vote of the Board on _____, 2015.

By: _____

Date: _____

CITY OF NEWARK

CITY OF Newark, a Municipal Corporation

By: _____

Date: _____

ALAN L.NAGY, Mayor

Attest: _____

Sheila Harrington, City Clerk

Approved as to form:

David Benoun, City Attorney

L. Appropriations



City of Newark

MEMO

DATE: June 12, 2015
TO: City Council
FROM: Sheila Harrington, City Clerk
SUBJECT: Approval of Audited Demands for the City Council Meeting of June 25, 2015.

REGISTER OF AUDITED DEMANDS

Bank of America General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
June 5, 2015	Pages 1-2	104879 to 104962	Inclusive
June 12, 2015	Pages 1-2	104963 to 105020	Inclusive



City of Newark

MEMO

DATE: June 12, 2015

TO: Sheila Harrington, City Clerk

FROM: Susie Woodstock, Administrative Services Director *SW*

SUBJECT: Approval of Audited Demands for the City Council Meeting of June 25, 2015.

The attached list of Audited Demands is accurate and there are sufficient funds for payment.

1
 Final Disbursement List. Check Date 06/05/15, Due Date 06/15/15, Discount Date 06/15/15. Computer Checks.
 Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
104879	10658	4LEAF INC	06/05/15	14,587.30	BLDG INSPECTION SERVICES
104880	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	06/05/15	1,679.90	PAYROLL PREMIUMS
104881	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	06/05/15	706,082.06	FIRE SERVICES CONTRACT
104882	14	ALPINE AWARDS	06/05/15	841.78	SENIOR ADVISORY NAME PLATES
104883	147	AT&T MOBILITY	06/05/15	1,980.31	CELL SVC FOR MDT'S
104884	11045	BAXTERS FRAME WORKS AND BADGE FRAME	06/05/15	642.21	UB COLLAGES
104885	5122	JEREMY BECK	06/05/15	225.01	CLEARNS MTG EXPENSES
104886	3046	BEBLINE GLASS CO INC	06/05/15	972.47	INSTALL PANIC BUTTON AT SILLIMAN
104887	9888	BUREAU VERITAS NORTH AMERICA INC FILE 59	06/05/15	972.50	BLDG PLAN CHECK FEES
104888	11286	CAL PERS FISCAL SERVICES DIVISION	06/05/15	613,000.00	CALIFORNIA EMPLOYERS RETIREE BENEFIT TRU
104889	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	06/05/15	15,530.35	FY14-15 TRAFFIC SIGNAL AND STREET LIGHT
104890	911	CASHIER MS 4A DEPARTMENT OF PESTICIDE RE	06/05/15	50.00	QAC REEXAMINATION FOR W.A.
104891	6304	CLASSIC GRAPHICS T & J LEWIS INC	06/05/15	2,507.10	REPAIRS TO VEHICLE #11
104892	10970	COCA COLA REFRESHMENTS UNION CITY SALES	06/05/15	350.48	CAFE PURCHASES
104893	10060	COMCAST	06/05/15	167.84	CABLE
104894	7633	CONTRA COSTA CO SHERIFF	06/05/15	616.00	PATROL POST TRAINING
104895	1109	CAPITAL ONE COMMERCIAL	06/05/15	1,098.36	PROGRAM SUPPLIES
104896	11076	CRIME SCENE CLEANERS INC	06/05/15	495.00	OFFICER UNIFORM DAMAGE
104897	10793	BERTHA AYALA	06/05/15	300.00	RENTAL DEPOSIT RTN Reinstated from claim
104898	10793	WORD INTERNATIONAL MINISTRIES	06/05/15	300.00	RENTAL DEPOSIT RTN
104899	10793	JOSE ARROYO	06/05/15	300.00	NCC RENTAL DEPOSIT RTN
104900	10793	NEWARK UNIFIED SCHOOL DISTRICT	06/05/15	160.00	RENTAL DEPOSIT RTN
104901	10793	SUE MCMILLEN	06/05/15	87.00	SR TRIP CXLD
104902	10793	KATHLEEN SCHULER	06/05/15	87.00	SR TRIP CXLD
104903	10793	ELVA VAN BUSKIRK	06/05/15	87.00	SR TRIP CXLD
104904	10793	ANNIE HE	06/05/15	100.00	BDAY DEPOSIT RTN
104905	10793	PRISCILLA ESCOBER	06/05/15	119.80	BDAY DEPOSIT RTN
104906	41	DALE HARDWARE	06/05/15	471.75	MISC. SUPPLIES
104907	7631	DELTA DENTAL	06/05/15	6,836.25	PAYROLL PREMIUMS
104908	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	06/05/15	494.25	PAYROLL PREMIUMS
104909	7183	DEMARAY'S GYMNASTICS ACADEMY	06/05/15	841.10	RECREATION CONTRACT
104910	10725	ANGELA MONTEZ	06/05/15	443.10	EE COMPUTER LOAN PROGRAM
104911	4731	EWING IRRIGATION PRODUCTS INC	06/05/15	17.49	IRRIGATION PARTS
104912	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	06/05/15	625.96	PAYROLL PREMIUMS
104913	10642	FASTENAL COMPANY	06/05/15	82.78	MISC. PARTS
104914	522	FEDEX	06/05/15	87.51	FEDEX PRIORITY OVERNIGHT
104915	1733	FIRST BAPTIST CHURCH	06/05/15	80.00	PAYROLL CONTRIBUTION
104916	234	FREMONT ALARM C/O JOE TRIMBLE	06/05/15	271.37	ALARM MAINT.
104917	5106	CITY OF FREMONT FINANCIAL SERVICES OFFIC	06/05/15	6,755.16	SHELTER OPERATING EXPS
104918	10707	GYM DOCTORS	06/05/15	150.00	FITNESS EQUIPMENT MTC
104919	11035	HANSON & FITCH TEMPORARY SITE SERVICES	06/05/15	265.20	PORTABLE RESTROOM
104920	11219	APRIL HARRIS	06/05/15	62.50	RECREATION CONTRACT
104921	10771	HOGAN, RODERICK	06/05/15	211.12	INTER TRAFFIC SCHOOL EXPENSES
104922	1457	HOME DEPOT CREDIT SERVICES DEPT 32-25409	06/05/15	648.46	MISC SUPPLIES
104923	865	JOINT VENTURE-SILICON VALLEY NETWORK	06/05/15	3,350.00	PUBLIC INVESTMENT
104924	73	THE ED JONES CO INC	06/05/15	63.78	BADGES & INSIGNIA
104925	6009	JT2 INTEGRATED RESOURCES CORPORATE ACCOU	06/05/15	3,435.61	ANNUAL PURCHASE ORDER FOR WORKERS COMPEN
104926	4064	ADECELI KOVACH	06/05/15	1,777.80	ICISF CONFERENCE EXPENSES
104927	190	LC ACTION POLICE SUPPLY LTD	06/05/15	3,474.54	SWAT UNIFORMS
104928	5765	LPS TACTICAL	06/05/15	1,183.70	VEST REPL: APPROVAL #2015-3
104929	80	LYNN PEAVEY COMPANY	06/05/15	133.69	EVIDENCE SUPPLIES

Final Disbursement List. Check Date 06/05/15, Due Date 06/15/15, Discount Date 06/15/15. Computer Checks.

Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
104930	8218	JOLIE MACIAS	06/05/15	518.95	SWAT RECERTIFICATION
104931	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	06/05/15	454.30	EMPLOYEE ASSISTANCE PROGRAM FEE ANNUAL P
104932	11205	MARINA ZEPEDA TRI COUNTY BLDG MAINT	06/05/15	19,392.80	FY14-15 JANITORIAL SERVICES
104933	7618	METLIFE SBC	06/05/15	2,179.16	PAYROLL PREMIUMS
104934	11217	ANDREW MUSANTRY	06/05/15	126.05	UNIFORM ALLOWANCE
104935	1738	NEWARK BETTERMENT CORPORATION	06/05/15	520.00	VOLUNTEER RECOGNITION CEREMONY, MAY 27,
104936	10829	KOUROSH NIKOUI NIKOUI & ASSOC-FORENSIC I	06/05/15	4,290.00	LATENT PRINTS
104937	1350	OAKLAND POLICE DEPARTMENT PERSONNEL & TR	06/05/15	30.00	PATROL POST TRAINING
104938	349	PACIFIC GAS & ELECTRIC	06/05/15	17,094.37	FY14-15 STREET/TRAFFIC LIGHT ENERGY
104939	2460	PERS LONG-TERM CARE PROGRAM	06/05/15	67.54	PAYROLL PREMIUMS
104940	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	06/05/15	92.57	PLOTTER PAPER ROLLS
104941	107	RALEY'S SUPERSTORES IN STORE CHARGE-ACCT	06/05/15	267.24	PROGRAM SUPPLIES
104942	7885	RENNE SLOAN HOLTZMAN SAKAI LLP	06/05/15	6,655.50	Legal fees for 2015 labor negotiations
104943	11187	OSKAR REYES	06/05/15	44.08	UNIFORM ALLOWANCE
104944	654	SFPUC-WATER DEPARTMENT CUSTOMER SERVICE	06/05/15	4,110.94	FY14-15 HET HETCHY RENT
104945	112	WILLE ELECTRICAL SUPPLY CO INC	06/05/15	619.42	MISC ELECTRICAL SUPPLIES
104946	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	06/05/15	170.00	SPAM AND VIRUS FILTER SERVICE
104947	11285	SANTANDER LEASING LLC	06/05/15	46,497.01	SWEEPER LEASE AGREEMENT CONTRACT 004-000
104948	11098	SILVER & WRIGHT LLP	06/05/15	4,382.05	LITIGATION AND CONSULTING
104949	1741	SIRCHIE FINGER PRINT LABORATORIES	06/05/15	563.97	EVIDENCE SUPPLIES
104950	40	STAPLES ADVANTAGE DEPT LA	06/05/15	956.01	CITYWIDE OFFICE SUPPLIES
104951	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	06/05/15	135.00	PAYROLL WITHHOLDING
104952	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	06/05/15	150.00	PAYROLL WITHHOLDING
104953	11142	SUN RIDGE SYSTEMS INC	06/05/15	2,495.00	RIMS CONFERENCE
104954	7517	U S FOODS INC SAN FRANCISCO	06/05/15	509.13	CAFE PURCHASES
104955	3446	UNIVERSAL SPECIALTIES INC	06/05/15	713.42	PLUMBING SUPPLIES
104956	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	06/05/15	388.98	PAYROLL PREMIUMS BCN:E0246926
104957	5623	VERIZON WIRELESS	06/05/15	3,328.09	PD CELLULAR SVC
104958	5623	AMERICAN MESSAGING	06/05/15	23.12	PAGER SVC
104959	339	WASHINGTON HOSPITAL GENERAL ACCOUNTING	06/05/15	2,700.00	LAB TESTS
104960	5050	WEST COAST ARBORISTS INC	06/05/15	11,552.00	STREET/PARK TREE PRUNING
104961	7308	WINGFOOT COMMERCIAL TIRE DBA GOODYEAR CO	06/05/15	2,456.94	FY 14-15 TIRES
104962	11206	Y.A.A., INC	06/05/15	176.40	RECREATION CONTRACT
Total				1,528,762.63	

1
 Final Disbursement List. Check Date 06/12/15, Due Date 06/22/15, Discount Date 06/22/15. Computer Checks.
 Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
104963	11094	ACME AUTO LEASING, LLC	06/12/15	1,909.44	ARMORED RESCUE VEH LEASE
104964	10027	AD SERVICES	06/12/15	95.00	COURIER SERVICES
104965	332	ADAMSON POLICE PRODUCTS PROFESSIONAL POL	06/12/15	12,647.25	AMMUNITION
104966	5821	ALL CITY MANAGEMENT SERVICES, INC	06/12/15	3,471.30	CROSSING GUARD SVCS
104967	14	ALPINE AWARDS INC	06/12/15	1,454.06	SUMMER DAY CARE SHIRTS
104968	8256	ADITYA T BABU	06/12/15	1,405.00	RECREATION CONTRACT
104969	134	BATTERY SYSTEMS	06/12/15	220.66	FY14-15 VEHICLE BATTERIES
104970	3046	BEELINE GLASS CO INC	06/12/15	360.60	FY14-15 GLASS REPAIR
104971	9888	BUREAU VERITAS NORTH AMERICA INC FILE 59	06/12/15	2,368.80	BLDG PLAN CHECK FEES
104972	214	CENTRAL VETERINARY HOSPITAL	06/12/15	618.94	VET SVCS
104973	10825	CHEVROLET OF FREMONT	06/12/15	247.18	GENERAL MOTORS PARTS & SERVICES
104974	10060	COMCAST	06/12/15	13.90	CABLE FOR SERVICE CENTER
104975	7633	CONTRA COSTA CO SHERIFF	06/12/15	205.00	RECORDS POST TRAINING
104976	242	CROP PRODUCTION SERVICES	06/12/15	2,417.76	BROAD LEAF SPRAY AND FERTILIZER
104977	10793	MARIA DONATE	06/12/15	300.00	RENTAL DEPOSIT RTN
104978	10793	IVON MARTINEZ	06/12/15	100.00	BDAY DEPOSIT RTN
104979	10793	FAYE LEE	06/12/15	100.00	BDAY DEPOSIT RTN
104980	10793	BREWER ISLAND ELEMENTARY PTA	06/12/15	150.33	GROUP RES DEPOSIT RTN
104981	10793	JENNIFER KIM	06/12/15	8.00	CLASS CXLD
104982	10793	MAXWELL DICKSON	06/12/15	75.00	PROGRAM FEE RTN
104983	10478	EUGENE'S HOME APPLIANCE SERVICE	06/12/15	1,130.77	FY14-15 APPLIANCE REPAIRS
104984	4731	EWING IRRIGATION PRODUCTS INC	06/12/15	27.64	IRRIGATION SUPPLIES
104985	11288	RIC EWING	06/12/15	250.00	SENIOR CENTER ENTERTAINMENT
104986	10642	FASTENAL COMPANY	06/12/15	555.21	FY14-15 HARDWARE & FASTENERS
104987	1120	FORENSIC ANALYTICAL SCIENCES, INC	06/12/15	707.00	LAB TESTS
104988	5767	FREMONT PARK GOLF COURSE	06/12/15	142.35	RECREATION CONTRACT
104989	10819	FTF TACTICS LLC	06/12/15	1,650.00	NONPOST INV TRAINING
104990	5383	RICHARD JOHN	06/12/15	153.00	RECREATION CONTRACT
104991	6690	KELLY-MOORE PAINT COMPANY INC	06/12/15	28.84	RED CURB PAINT
104992	10486	SHAKATI KHALSA	06/12/15	413.00	RECREATION CONTRACT
104993	10897	VINCENT KIMBROUGH	06/12/15	268.59	HNT FBI COURSE 4/12-17/15
104994	190	LC ACTION POLICE SUPPLY LTD	06/12/15	549.20	SWAT SUPPLIES
104995	11065	LENCO INDUSTRIES, INC	06/12/15	2,457.05	ARV TIRE
104996	7189	LINCOLN EQUIPMENT INC	06/12/15	485.82	CHEMICALS
104997	11246	LOOMIS ARMORED	06/12/15	944.14	ARMORED CAR SERVICE
104998	758	MARTIN & CHAPMAN CO	06/12/15	3,718.36	BINDERS TO STORE RESOLUTIONS, ORDINANCES
104999	7114	METRO MOBILE COMMUNICATIONS	06/12/15	436.91	TOW FUND PURCHASE
105000	9029	MEYERS NAVE RIBACK SILVER & WILSON	06/12/15	187.50	LITIGATION AND CONSULTING SERVICES
105001	10920	MOUNTAIN MIKE'S PIZZA	06/12/15	132.93	SPECIAL EVENT FOOD
105002	9588	NAPA VALLEY COLLEGE CRIMINAL JUSTICE TRA	06/12/15	182.00	PATROL POST TRAINING
105003	10918	ANKAR CYCLES, INC dba OAKLAND HARLEY-DAV	06/12/15	1,584.14	MOTORCYCLE REPAIRS
105004	11242	PAT MCCARTHY PRODUCTIONS INC	06/12/15	600.00	INV POST TRAINING
105005	10729	PETTY CASH CUSTODIAN-POLICE INVESTIGATIO	06/12/15	830.00	POLICE INVESTIGATION BUY FUND REPLENISHM
105006	4176	MICHAEL QUEBEC	06/12/15	912.21	RECREATION CONTRACT
105007	11234	RAY MORGAN COMPANY	06/12/15	2,827.52	COPIER RENTAL AGREEMENT RESO#10263
105008	11283	DOMINGO REYNOLDS	06/12/15	90.00	RECREATION CONTRACT
105009	644	ROSIE'S TOURS ROSIE MONIZ	06/12/15	532.00	SR TRIP 6/3/15
105010	11074	RUTAN & TUCKER LLP	06/12/15	34,185.93	LITIGATION AND CONSULTING
105011	11098	SILVER & WRIGHT LLP	06/12/15	4,253.47	LITIGATION AND CONSULTING
105012	10804	STONERIDGE CHRYSLER JEEP DODGE OF DUBLIN	06/12/15	351.10	VEHICLE REPAIRS
105013	676	SUMMIT UNIFORMS CORP	06/12/15	101.14	COMM ENG PROGRAM

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
L05014	1765	TEMPERATURE TECHNOLOGY INC	06/12/15	2,112.07	HVAC REPAIR AT SILLIMAN
L05015	135	TURF & INDUSTRIAL EQUIPMENT CO	06/12/15	53.50	FY14-15 MOWER & AMT PARTS AND REPAI
L05016	3446	UNIVERSAL SPECIALTIES INC	06/12/15	139.14	FY14-15 PLUMBING SUPPLIES
L05017	10998	GARY M SHELDON VBS SERVICES	06/12/15	150.00	BLOOD WITHDRAWAL SVC
L05018	5623	VERIZON WIRELESS	06/12/15	93.62	PD CELLULAR SVC
L05019	11274	VICTORY TACTICAL GEAR, LLC	06/12/15	3,106.17	UB SWAT HELMETS
L05020	7684	WARNACO SWIMWEAR GRP/AFC	06/12/15	383.32	RETAIL GOGGLES AND SWIM CAPS
Total				94,893.86	