



# CITY OF NEWARK CITY COUNCIL

37101 Newark Boulevard, Newark, CA 94500-3796 • 510-578-4266 • E-mail: [city.clerk@newark.org](mailto:city.clerk@newark.org)

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

## AGENDA

Thursday, April 23, 2015

- A. ROLL CALL
  
- B. MINUTES
  - B.1 Approval of Minutes of the regular City Council meeting of Thursday, April 9, 2015. (MOTION)
  
- C. PRESENTATIONS AND PROCLAMATIONS
  - C.1 Commending Farmaan Judge. (COMMENDATION)
  
  - C.2 Introduction of employee.
  
  - C.3 Proclaiming May 8 - 17, 2015, as Affordable Housing Week in Newark. (PROCLAMATION)
  
  - C.4 Proclaiming May as National Water Safety Month in Newark. (PROCLAMATION)
  
  - C.5 Proclaiming May 17-23, 2015, as National Public Works Week in Newark. (PROCLAMATION)
  
  - C.6 Proclaiming May 17-23, 2015, as National Emergency Medical Services Week in Newark. (PROCLAMATION)
  
  - C.7 Proclaiming May 10-16, 2015, as National Police Week in Newark. (PROCLAMATION)
  
- D. WRITTEN COMMUNICATIONS

**E. PUBLIC HEARINGS**

- E.1 Hearing to consider the development of approximately 27 residential units (Trumark Homes) on a 2.14 acre site (Enterprise Property) located on the north side of Enterprise Drive east of Willow Street by: (1) Adopting a resolution making certain findings and adopting a Supplemental Environmental Impact Report to the Environmental Impact Report for the Dumbarton Transit Oriented Development; (2) Introducing an Ordinance rezoning (RZ-12-27) a 2.14-acre area (APN 092-0140-006) from ML (Limited Industrial) to MDR-FBC (Medium Density Residential – Form Based Codes); (3) Adopting a resolution making findings supporting the use of an alternative means of compliance with the Inclusionary Housing Ordinance and approve the Affordable Housing Implementation Agreement; (4) By resolution, authorize the Mayor to sign a Community Financing Agreement with Enterprise Drive, LLC; (5) By resolution, approving TM-12-28, Vesting Tentative Map 8110 to construct approximately 27 residential units; (6) By motion, approving an Architectural and Site Plan Review; and (7) By motion, approving Exhibit B, Schedule of Impact Fees – from Assistant City Manager Grindall. (CONTINUED FROM MAY 8, 2014)  
(RESOLUTIONS- 4)(INTRODUCTION OF ORDINANCE)(MOTIONS-2)**
- E.2 Hearing to consider the development of approximately 217 residential units (Trumark Homes) on a 21.4 acre site (Jones Hamilton) located on the south side of Enterprise Drive east of Willow Street by: (1) Adopting a resolution making certain findings and adopting a Supplemental Environmental Impact Report to the Environmental Impact Report for the Dumbarton Transit Oriented Development; (2) Introducing an ordinance rezoning (RZ-12-31) a 21.4 acre area (092-0116-058; 092-0116-059; 092-0116-060; and 092-0116-014) from ML (Limited Industrial) to MDR-FBC (Medium Density Residential – Form Based Codes); (3) Adopting a resolution making findings supporting the use of an alternative means of compliance with the Inclusionary Housing Ordinance and approve the Affordable Housing Implementation Agreement; (4) By resolution, authorize the Mayor to sign a Community Financing Agreement with Newark Enterprise Joint Venture, LLC; (5) By resolution, approving Vesting Tentative Map 8098 to construct approximately 217 residential units; (6) By motion, approving an Architectural and Site Plan Review; (7) By motion, approving Exhibit B, Schedule of Impact Fees – from Assistant City Manager Grindall. (CONTINUED FROM MAY 8, 2014)  
(RESOLUTIONS- 4) (INTRODUCTION OF ORDINANCE) (MOTIONS-2)**

**F. CITY MANAGER REPORTS**

(It is recommended that Items F.1 through F.5 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 Resolution authorizing the Annual Program Submittal for Measures B and BB funding of paratransit services – from Recreation and Community Services Director Zehnder. (RESOLUTION)**

**F.2 Authorization for the Mayor to execute an agreement with artist Dennis Smith for replacement of the Summer Series “Pitcher” sculpture and to revise the 2014-2016 biannual budget – from Recreation and Community Services Director David Zehnder. (RESOLUTION)**

**F.3 Approval of plans and specifications for the 2015 Weed Abatement Program, and award the contract to New Image Landscape Company – from Maintenance Supervisor Carey. (MOTION) (RESOLUTION)**

**F.4 Declaration of intent to abandon a portion of Hickory Street right-of-way north of Perrin Avenue and establishment of May 28, 2015, as the date for a public hearing - from Assistant City Engineer Fajeau. (RESOLUTION)**

**F.5 Authorization for the Mayor to sign a License Agreement with NewPark Mall for the Police Department to use space as a static display and temporary office – from Police Chief Leal. (RESOLUTION)**

**G. CITY ATTORNEY REPORTS**

**G.1 Claim of Bernadette Jolivet – from City Clerk Harrington. (MOTION)**

**H. ECONOMIC DEVELOPMENT CORPORATION**

**I. CITY COUNCIL MATTERS**

- I.1 Consideration of City Council's summer meeting recess during the month of August 2015 – from Mayor Nagy. (MOTION)(RESOLUTION)**

**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 April 23, 2015. (MOTION)**

**M. CLOSED SESSION**

- M.1 Closed session for conference with Labor Negotiators pursuant to California Government Code Section 54957.6. Agency designated representatives: Human Resources Director Abe and Community Development Director Grindall; Employee Groups: the Newark Police Association, the Newark Association of Miscellaneous Employees; City Officials and the Management, Supervisory, and Professional Employee Group; and the Confidential Employee Group – from City Attorney Benoun and Human Resources Director Abe.**

- M.2 Closed Session for Conference with Legal Counsel pursuant to Government Code Section 54956.9(a), Anticipated Litigation (6 cases) – from City Attorney Benoun.**

**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, 5<sup>th</sup> 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, April 23, 2015**

### CITY COUNCIL:

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

### 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 Herrington*  
*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  | K. TO REDEVELOPMENT AGENCY |
| D. WRITTEN COMMUNICATIONS           | L. ORAL COMMUNICATIONS     |
| E. PUBLIC HEARINGS                  | M. APPROPRIATIONS          |
| F. CITY MANAGER REPORTS             | N. CLOSED SESSION          |
| G. CITY ATTORNEY REPORTS            | O. 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](http://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, April 9, 2015

### A. ROLL CALL

Mayor Nagy called the meeting to order at 7:33 p.m. Present were Council Members Freitas, Bucci, and Vice Mayor Collazo.

Council Member Hannon was noted absent.

### B. MINUTES

#### B.1 Approval of Minutes of the regular City Council meeting of Thursday, March 26, 2015.

Council Member Bucci moved, Council Member Collazo seconded, to approve the Minutes of the regular City Council meeting. The motion passed, 4 AYES, 1 ABSENT.

### C. PRESENTATIONS AND PROCLAMATIONS

#### C.1 Newark Police Department Citizen Appreciation Award for Jennifer Bauer and Gary Stadler.

Police Chief Leal presented an award to Jennifer Bauer and Gary Stadler who assisted the Newark Police Department in locating a suspect in a crime. Officer Schwerin gave the background of the events.

#### C.2 Proclaiming May 7, 2015, as National Day of Prayer in Newark.

Mayor Nagy presented the proclamation to Pastor Ed Moore and Pastor Jeffrey Roets.

#### C.3 Proclaiming May 2015 as Older Americans Month in Newark.

Mayor Nagy presented the proclamation to Newark Senior Citizen Standing Advisory Committee Member Rick Arcellano.

#### C.4 Proclaiming April 18, 2015 as Earth Day in Newark.

Mayor Nagy presented the proclamation to Shirley Sisk and members of the League of Volunteers, Newark Memorial High School Interact, and UNICEF. The Earth Day Fair

will be held on April 18, 2015, at Swiss Park from 10:00 am to 4:00 pm. He also presented certificates of appreciation for the students who organized the event.

#### **D. WRITTEN COMMUNICATIONS**

#### **E. PUBLIC HEARINGS**

- E.1 Hearing to consider property owners' objections to the 2015 Weed Abatement Program and instruction to the Superintendent of Streets to abate the public nuisances. MOTION APPROVED**

City Manager Becker stated that weeds on vacant commercial and industrial properties not maintained by the property owners are abated on an annual basis as directed by the Fire Marshal. The property owners have been notified of the public hearing and may object prior to or during the public hearing.

Mayor Nagy opened the public hearing at 7:55 p.m.

No one came forward to speak.

Mayor Nagy closed the public hearing at 7:56 p.m.

Council Member Freitas moved, Vice Mayor Collazo seconded, by motion, to act upon any objections by property owners to the 2015 Weed Abatement Program, and instruct the Superintendent of Streets to abate the public nuisances. The motion passed, 4 AYES, 1 ABSENT.

#### **F. CITY MANAGER REPORTS**

Council Member Bucci moved, Vice Mayor Collazo 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 resolution and ordinances. The motion passed, 4 AYES, 1 ABSENT

#### **CONSENT**

- F.1 Second reading and adoption of two ordinances approving the Newark Areas 3 and 4 Specific Plan Project Development Agreement and approving a Map Amendment to Title 17 (Zoning) of the Newark Municipal Code rezoning parcels to be consistent with the Newark Specific Plan: Areas 3 and 4 of the General Plan.**

**ORDINANCE NO. 484 - 485**

- F.2 Approval of the final map for Tract 8028, a 14-unit residential townhome-style subdivision (Casa Bella Homes, LLC) at 6249 Thornton Avenue, approximately 570 feet west of Newark Boulevard.**

**RESOLUTION NO. 10333**

**G. CITY ATTORNEY REPORTS**

**H. ECONOMIC DEVELOPMENT CORPORATION**

**I. CITY COUNCIL MATTERS**

- I.1 Appointments to the Community Choice Aggregation Steering Committee.**

**RESOLUTION NO. 10334**

Mayor Nagy stated that the Alameda County Board of Supervisors is forming a Community Choice Aggregation Steering Committee (CCA) to advise the Board on key aspects of the program's development and to provide a public forum. A CCA program would allow for competition in electricity generation services and accelerate investments in clean energy resources and local energy projects. He recommended the appointment of Council Member Hannon as the representative and Mayor Nagy as the alternate.

Council Member Freitas moved, Vice Mayor Collazo seconded to by resolution, confirm the appointments of Council Member Hannon as the representative and Mayor Nagy as the alternate to the Community Choice Aggregation Steering Committee. The motion passed, 4 AYES, 1 ABSENT.

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

**K. ORAL COMMUNICATIONS**

Gregory Lemos requested that the City Council send a letter to the Alameda County Water District discouraging their proposed increases to rates and service charges. He also noted that the permitted, temporary hole in the sidewalk near his home is currently covered, but he stated that he was worried about public safety until it is closed.

**L. APPROPRIATIONS**

**Approval of Audited Demands for the City Council meeting of April 9, 2015.**

City Clerk Harrington read the Register of Audited Demands: Check numbers 104244 to 104366.

Council Member Freitas moved, Council Member Bucci seconded, to approve the Register of Audited Demands. The motion passed, 4 AYES, 1 ABSENT.

**M. CLOSED SESSION**

**N. ADJOURNMENT**

At 8:08 p.m. Mayor Nagy adjourned the City Council meeting.

**C.1 Commending Farmaan Judge.**

**(COMMENDATION)**

**Background/Discussion** – Farmaan Judge, a senior at Newark Memorial High School, founded Education 2 Future to raise funds to provide educational assistance for children. Ms. Judge was recently inducted into the Alameda County Women's Hall of Fame in the Youth Category.

**C.2 Introduction of employee.**

**Background/Discussion** – Newly hired Public Works Maintenance Supervisor Tonya Connolly will be at the meeting to be introduced to the City Council.

**C.3 Proclaiming May 8 - 17, 2015, as Affordable Housing Week in Newark.**  
**(PROCLAMATION)**

**Background/Discussion** – May 8-17, 2015, has been designated Affordable Housing Week in Newark. A proclamation has been prepared and a representative from the East Bay Housing Organizations will accept it at the meeting.

**C.4 Proclaiming May as National Water Safety Month in Newark. (PROCLAMATION)**

**Background/Discussion** – In recognition of the popularity of swimming and other water-related recreational activities in the United States, and the resulting need for ongoing public education on safer water practices, including swim lessons, the buddy system, parental supervision, following the posted rules, and always being “water aware,” the month of May 2015 has been designated as National Water Safety Month.

Recreation and Community Services staff will be at the meeting to accept the proclamation.

**C.5 Proclaiming May 17-23, 2015, as National Public Works Week in Newark.**  
**(PROCLAMATION)**

**Background/Discussion** – May 17-23, 2015, has been designated National Public Works Week in Newark. A member of the Public Works Department will be at the meeting to accept the proclamation.

**C.6 Proclaiming May 17-23, 2015, as National Emergency Medical Services Week in Newark. (PROCLAMATION)**

**Background/Discussion** – May 17-23, 2015, has been designated National Emergency Medical Services Week in Newark. A member of the Alameda County Fire Department will be at the meeting to accept the proclamation.

**C.7 Proclaiming May 10-16, 2015, as National Police Week in Newark.**

**(PROCLAMATION)**

**Background/Discussion** – May 10-16, 2015, has been designated National Police Week in Newark. A member of the Police Department will be at the meeting to accept the proclamation.

**E.1 Hearing to consider the development of approximately 27 residential units (Trumark Homes) on a 2.14 acre site (Enterprise Property) located on the north side of Enterprise Drive east of Willow Street by: (1) Adopting a resolution making certain findings and adopting a Supplemental Environmental Impact Report to the Environmental Impact Report for the Dumbarton Transit Oriented Development; (2) Introducing an Ordinance rezoning (RZ-12-27) a 2.14-acre area (APN 092-0140-006) from ML (Limited Industrial) to MDR-FBC (Medium Density Residential – Form Based Codes); (3) Adopting a resolution making findings supporting the use of an alternative means of compliance with the Inclusionary Housing Ordinance and approve the Affordable Housing Implementation Agreement; (4) By resolution, authorize the Mayor to sign a Community Financing Agreement with Enterprise Drive, LLC; (5) By resolution, approving TM-12-28, Vesting Tentative Map 8110 to construct approximately 27 residential units; (6) By motion, approving an Architectural and Site Plan Review; and (7) By motion, approving Exhibit B, Schedule of Impact Fees – from Assistant City Manager Grindall. (CONTINUED FROM MAY 8, 2014)**

**(RESOLUTIONS- 4)(INTRODUCTION OF ORDINANCE)(MOTIONS-2)**

**Background/Discussion** – This project proposes 27 housing units as outlined in the Dumbarton Transit Oriented Development Specific Plan. The project is consistent with the Specific Plan and meets the Specific Plan’s requirements for public improvements that support a walkable, transit friendly neighborhood. The project assists the replacement of an incompatible industrial use, Gallade Chemical, with a 2.3 acre public park as designated in the Specific Plan. Together with the adjacent Jones/Hamilton project, the Gallade Chemical property will be acquired, cleaned of soil contamination and constructed as a public park. This particular 27 unit project will not be allowed to be occupied until the Gallade Chemical use permanently ceases.

This project was on the City Council agenda on May 8, 2014, at that time the item was continued in order to allow the developer and the Gallade property owner time to work out issues for the acquisition of the site. It is understood that the developer and property owner have reached an understanding that will allow the project to proceed. The project will result in the removal of the incompatible use without cost to the public or contention.

Enterprise Drive, LLC has submitted a proposed Vesting Tentative Map and building plans for 27 units to be located on approximately 2.14 acres along Enterprise Drive. It is proposed to rezone a portion of the Dumbarton TOD to be consistent with the Specific Plan. RZ-12-27 is a rezoning of an approximately 2.14-acre area (Assessor’s Parcel Number 092-0140-006); an area generally located on the north side of Enterprise Drive east of Willow Street. The rezoning would be from ML (Limited Industrial) to MDR-FBC (Medium Density Residential – Form Based Codes which is consistent with the Specific Plan.

The contamination on this property would be remediated to the satisfaction of the relevant agencies prior to occupancy.

### The Architectural and Site Plan Review

Three building designs are proposed, each with three different floor plans. All three designs will accommodate three stories that provide two covered parking spaces, a mid-level living area with dining room, family room, and kitchen, and a third story living area with three bedrooms. The ground floor will provide either a media/living room and/or an option for an additional bedroom.

Although these homes are somewhat narrow (22-feet wide), they provide a nice variation in design and offer balconies, dormers, several window treatments, recessed features, and wall treatments. The average lot size in this development is 2,177 square feet.

### Community Financing Agreement

The Dumbarton TOD Specific Plan contains critical elements necessary to implement the Plan. To ensure that the City's fiscal health is sustained, developers are required to contribute to the provision of public improvements and city services. As such, the applicant has agreed to enter into the attached Community Financing Agreement. Under the terms of the agreement a contribution of \$2,500 per unit is required. However, due to the extraordinary cost of acquiring and building the public park, the developer would be allowed to utilize this fee, if necessary, to offset the cost of park acquisition and development.

### Affordable Housing

Chapter 17.18 of the Newark Municipal Code (NMC) generally required developers to set-aside a minimum of 15% of the total number of dwelling units. This has now been superseded by the Affordable Housing Fee. This project's application preceded the effectiveness of the new fee and thus is subject to the provisions of the now superseded ordinance. The Chapter 17.18 authorized alternative means of compliance with the City's Affordable Housing Program. An alternative means of compliance was negotiated with the developers of this project which requires the payment of a \$25,000 fee for each unit within the Project. Enterprise Drive LLC intends to meet its affordable housing obligations by entering into an "Affordable Housing Implementation Agreement".

The fee will allow the City to address the need for affordable housing more effectively than compliance with the ordinance. The fee will allow for the purchase of property in appropriate locations and the flexibility to leverage the funds with public and private sources to provide the type of housing that the community most needs. Generally regional, State and Federal affordable housing funding or financing programs need an identified site to be competitive in the funding process. Without resources to acquire appropriate properties it is highly unlikely that the City would be able to effectively compete for these funds. This fee would allow the City to focus our housing efforts on areas of particular need in the community and to tailor the level of housing affordability to have the greatest positive impact on those needing housing assistance. Furthermore, the funding provided by this development would allow the City to advance project readiness of potential sites thus further improving the likelihood of receiving funding from Regional, State and Federal sources. The alternative means of compliance fulfills the purposes of the Inclusionary Housing Ordinance, and will further affordable housing opportunities in the City to an equal or greater extent than compliance with the requirements of the Ordinance. The

alternative means of compliance will not unduly concentrate below market rate housing in one geographic area, because no particular project is now envisioned and the Planning Commission and City Council can monitor this concern when particular affordable housing developments are proposed.

The Supplemental Environmental Impact Report (SEIR)

The SEIR prepared for this project and the adjacent Jones-Hamilton property project was completed by David J. Powers & Associates, Inc. The key issues analyzed by the SEIR were air quality, biological resources, cultural resources, greenhouse gas emissions, hazards and hazardous materials, and noise.

Of these six issues, the only new significant impacts resulting from this project would include biological impacts and hazardous material impact. These represent project-specific impacts that are specific to the location of the project sites and the development proposed by the project.

As described in Section 4.2 of the SEIR, *Biological Resources*, the project would result in impacts to seasonal wetlands and Cogdon's tarplant. These impacts would be mitigated to less than significant levels through mitigation measures identified in the SEIR, specifically the purchase of off-site mitigation credits for habitat impacts or alternatively, on-site propagation of Cogdon's tarplant on the Jones-Hamilton project site.

As described in Section 4.5 of the SEIR, *Hazards and Hazardous Materials*, the project could be affected by airborne hazardous substances in the event of an accidental release from facilities located approximately one mile from the project. Given the extensive area potentially impacted by a hazardous substance release, and the lack of feasible protective measures for single-family homes in the affected area, there is no feasible mitigation measure to protect future residents of the project from the hazard. This potential impact is therefore considered significant and unavoidable. It's important to note that chemicals in the quantities evaluated for the project are routinely transported by rail and truck on public roadways, including Interstate 880 and State Route 84. The potential risk to the site from the accidental release of hazardous materials is, therefore, similar to that of other areas in Newark near industrial or transportation facilities.

The development of the Gallade parcel as a public park was analyzed in the TOD Specific Plan EIR. The approval and execution of the Community Financing Agreement, and conditions related to development of a neighborhood park are further approvals related to the development of the Gallade Parcel as a public park as anticipated by the TOD EIR. As explained in the FEIR (e.g., Response to Comment A-3) and the staff report's attachment, staff has determined that there is no new information, changes in the development contemplated in the TOD Specific Plan EIR, or changes in circumstances since the certification of the TOD Specific Plan EIR that would require further environmental review under CEQA of the potential development of the Gallade parcel as a public park. As is true for other portions of the TOD Specific Plan, further CEQA review may be appropriate if and when future discretionary actions by the City or other agency occur related to the development of the Gallade parcel as a public park, including the required rezoning of the Gallade Parcel or the removal of the Department of Toxic Substances Control (DTSC) covenant

encumbered on the property, if any of the thresholds found in CEQA Guideline § 15162 is met at the time of that potential future approval. No further environmental review is required prior to the City's approval of the Projects Conditions and Community Financing Agreement.

The review period for the SEIR ended on February 7, 2014. During the review period, the City received letters from both the Alameda County Water District and the Department of Toxic Substances Control (DTSC). These letters have been addressed in the Final SEIR provided to the Planning Commission previously. In addition, the City received a letter via email on March 27, 2014 from legal counsel representing the Gallade Property. Though there is no obligation to respond to comments submitted after the close of the comment period on the SEIR, a response to this letter is nonetheless included in the attachments.

### **Attachment**

**Update** – At their April 22, 2014 meeting, the Planning Commission: 1) Adopted Planning Commission Resolution No. 1857 making certain findings and recommending City Council adoption of a Supplemental Environmental Impact Report (E-12-30) to the Environmental Impact Report (State Clearinghouse No. 2010042012) for the Dumbarton Transit Oriented Development; 2) adopted Planning Commission Resolution No. 1858 recommending rezoning (RZ-12-27) a 2.14-acre area (APN 092-0140-006) from ML (Limited Industrial) to MDR-FBC (Medium Density Residential Form Based Codes); 3) adopted Planning Commission Resolution No. 1859 making findings supporting the use of an alternative means of compliance with the Inclusionary Housing Ordinance and recommending the City Council approve the attached Affordable Housing Implementation Agreement; 4) By motion recommended that the City Council approve TM-12-28, Vesting Tentative Map 8110 to construct approximately 27 residential units; 5) By motion, recommended that the City Council approve ASR-12-29, an Architectural and Site Plan Review, with Exhibit A, pages 1 through 29; and 6) By motion approved Exhibit B, Schedule of Impact Fees.

**Action** - It is recommended that the City Council: (1) Adopt a resolution making certain findings and adopt a Supplemental Environmental Impact Report (E-12-30) to the Environmental Impact Report (State Clearinghouse No. 2010042012) for the Dumbarton Transit Oriented Development Specific Plan; (2) Introduce an Ordinance rezoning (RZ-12-27) a 2.14-acre area (APN 092-0140-006) from ML (Limited Industrial) to MDR-FBC (Medium Density Residential Form Based Codes); (3) Adopt a resolution making findings supporting the use of an alternative means of compliance with the Inclusionary Housing Ordinance and approve the Affordable Housing Implementation Agreement; (4) By resolution, authorize the Mayor to sign a Community Financing Agreement with Enterprise Drive, LLC; (5) By resolution, approve TM-12-28, Vesting Tentative Map 8110 to construct approximately 27 residential units; (6) By motion, approve ASR-12-29, an Architectural and Site Plan Review, with Exhibit A, pages 1 through 29; (7) By motion, approve Exhibit B, Schedule of Impact Fees.

- E.2 Hearing to consider the development of approximately 217 residential units (Trumark Homes) on a 21.4 acre site (Jones Hamilton) located on the south side of Enterprise Drive east of Willow Street by: (1) Adopting a resolution making certain findings and adopting a Supplemental Environmental Impact Report to the Environmental Impact Report for the Dumbarton Transit Oriented Development; (2) Introducing an ordinance rezoning (RZ-12-31) a 21.4 acre area (092-0116-058; 092-0116-059; 092-0116-060; and 092-0116-014) from ML (Limited Industrial) to MDR-FBC (Medium Density Residential – Form Based Codes); (3) Adopting a resolution making findings supporting the use of an alternative means of compliance with the Inclusionary Housing Ordinance and approve the Affordable Housing Implementation Agreement; (4) By resolution, authorize the Mayor to sign a Community Financing Agreement with Newark Enterprise Joint Venture, LLC; (5) By resolution, approving Vesting Tentative Map 8098 to construct approximately 217 residential units; (6) By motion, approving an Architectural and Site Plan Review; (7) By motion, approving Exhibit B, Schedule of Impact Fees – from Assistant City Manager Grindall. (CONTINUED FROM MAY 8, 2014)**
- (RESOLUTIONS- 4) (INTRODUCTION OF ORDINANCE) (MOTIONS-2)**

**Background/Discussion** -- This project proposes 217 housing units as outlined in the Dumbarton Transit Oriented Development Specific Plan. The project is consistent with the Specific Plan and meets the Specific Plan's requirements for public improvements that support a walkable, transit friendly neighborhood. The project includes the replacement of an incompatible industrial use, Gallade Chemical, with a 2.3 acre public park as designated in the Specific Plan. Together with the adjacent Enterprise project, the Gallade Chemical property will be acquired, cleaned of soil contamination and constructed as a public park. No unit will be allowed to be occupied until the Gallade Chemical use permanently ceases and the park must be completed and offered for dedication to the City before the 121<sup>st</sup> unit of this development is occupied.

This project was on the City Council agenda on May 8, 2014, at that time the item was continued in order to allow the developer and the Gallade property owner time to work out issues for the acquisition of the site. It is understood that the developer and property owner have reached an understanding that will allow the project to proceed. The project will result in the removal of the incompatible use without cost to the public or contention.

Trumark Homes has submitted an application for the development of 217 single-family residential homes. The project site is an approximately 21.4-acre parcel located within the City's Dumbarton Transit-Oriented Development Specific Plan Area. The applicant proposes to rezone the site in order to be consistent with the Specific Plan and obtain approval for a tentative map and an Architectural and Site Plan Review. The rezoning would be from ML (Limited Industrial) to MDR-FBC (Medium Density Residential – Form Based Codes).

The contamination on this property would be remediated to the satisfaction of the relevant agencies prior to occupancy.

### The Architectural and Site Plan Review

Two and three-story single-family detached homes are proposed, consisting of three different products, nine floor plans and multiple designs. The number and layout of the three home types will be divided almost equally throughout the project site. The homes will include three and four bedrooms and range from 1509 square feet to 2312 square feet in size. Larger homes will provide additional living area and will include a den, loft, or a bonus room. All homes will provide two-car covered parking; the three-story homes will provide rear-loaded two-car garages. On-street guest parking will also be scattered throughout the site. Outdoor amenities for the project include picnic tables, barbecue grills, benches, a shaded sitting area and a children's play structure. In addition, a large recreational turf area will be adjacent to the children's play structure. All of the amenities will be centrally located within the site.

### Community Financing Agreement

The Dumbarton TOD Specific Plan contains critical elements necessary to implement the Plan. To ensure that the City's fiscal health is sustained, developers are required to contribute to the provision of public improvements and city services. As such, the applicant has agreed to enter into the attached Community Financing Agreement. Under the terms of the agreement a contribution of \$2,500 per unit is required. However, due to the extraordinary cost of acquiring and building the public park, the developer would be allowed to utilize this fee, if necessary, to offset the cost of park acquisition and development.

### Affordable Housing

Chapter 17.18 of the Newark Municipal Code (NMC) generally required developers to set-aside a minimum of 15% of the total number of dwelling units. This has now been superseded by the Affordable Housing Fee. This project's application preceded the effectiveness of the new fee and thus is subject to the provisions of the now superseded ordinance. The Chapter 17.18 authorized alternative means of compliance with the City's Affordable Housing Program. An alternative means of compliance was negotiated with the developers of this project which requires the payment of a \$25,000 fee for each unit within the Project. Enterprise Drive LLC intends to meet its affordable housing obligations by entering into an "Affordable Housing Implementation Agreement".

The fee will allow the City to address the need for affordable housing more effectively than compliance with the ordinance. The fee will allow for the purchase of property in appropriate locations and the flexibility to leverage the funds with public and private sources to provide the type of housing that the community most needs. Generally regional, State and Federal affordable housing funding or financing programs need an identified site to be competitive in the funding process. Without resources to acquire appropriate properties it is highly unlikely that the City would be able to effectively compete for these funds. This fee would allow the City to focus our housing efforts on areas of particular need in the community and to tailor the level of housing affordability to have the greatest positive impact on those needing housing assistance. Furthermore the funding provided by this development would allow the City to advance project readiness of potential sites thus further improving the likelihood of receiving funding from Regional, State and Federal sources. The alternative means of compliance fulfills the purposes of the Inclusionary Housing Ordinance, and will further affordable housing opportunities in the City to an equal or greater extent than compliance with the requirements of the Ordinance. The alternative means of

compliance will not unduly concentrate below market rate housing in one geographic area, because no particular project is now envisioned and the Planning Commission and City Council can monitor this concern when particular affordable housing developments are proposed.

#### The Supplemental Environmental Impact Report (SEIR)

The SEIR prepared for this project and the adjacent Jones-Hamilton property project was completed by David J. Powers & Associates, Inc. The key issues analyzed by the SEIR were air quality, biological resources, cultural resources, greenhouse gas emissions, hazards and hazardous materials, and noise.

Of these six issues, the only new significant impacts resulting from this project would include biological impacts and hazardous material impact. These represent project-specific impacts that are specific to the location of the project sites and the development proposed by the project.

As described in Section 4.2 of the SEIR, *Biological Resources*, the project would result in impacts to seasonal wetlands and Cogdon's tarplant. These impacts would be mitigated to less than significant levels through mitigation measures identified in the SEIR, specifically the purchase of off-site mitigation credits for habitat impacts or alternatively, on-site propagation of Cogdon's tarplant on the Jones-Hamilton project site.

As described in Section 4.5 of the SEIR, *Hazards and Hazardous Materials*, the project could be affected by airborne hazardous substances in the event of an accidental release from facilities located approximately one mile from the project. Given the extensive area potentially impacted by a hazardous substance release, and the lack of feasible protective measures for single-family homes in the affected area, there is no feasible mitigation measure to protect future residents of the project from the hazard. This potential impact is therefore considered significant and unavoidable. It's important to note that chemicals in the quantities evaluated for the project are routinely transported by rail and truck on public roadways, including Interstate 880 and State Route 84. The potential risk to the site from the accidental release of hazardous materials is, therefore, similar to that of other areas in Newark near industrial or transportation facilities.

The development of the Gallade parcel as a public park was analyzed in the TOD Specific Plan EIR. The approval and execution of the Community Financing Agreement and conditions related to the development of a neighborhood park are further approvals related to the development of the Gallade Parcel as a public park as anticipated by the TOD EIR. As explained in the FEIR (e.g., Response to Comment A-3) and the staff report's attachment, staff has determined that there is no new information, changes in the development contemplated in the TOD Specific Plan EIR, or changes in circumstances since the certification of the TOD Specific Plan EIR that would require further environmental review under CEQA of the potential development of the Gallade parcel as a public park. As is true for other portions of the TOD Specific Plan, further CEQA review may be appropriate if and when future discretionary actions by the City or other agency occur related to the development of the Gallade parcel as a public park, including the required rezoning of the Gallade Parcel or the removal of the Department of Toxic Substances Control (DTSC) covenant encumbered on the property, if any of the thresholds found in CEQA Guideline § 15162 is met at the time of that potential future approval. No further environmental review is required prior to the City's approval of the Projects Conditions and Community Financing Agreement.

The review period for the SEIR ended on February 7, 2014. During the review period, the City received letters from both the Alameda County Water District and the Department of Toxic Substances Control (DTSC). These letters have been addressed in the Final SEIR provided to the Planning Commission previously. In addition, the City received a letter via email on March 27, 2014 from legal counsel representing the Gallade Property. Though there is no obligation to respond to comments submitted after the close of the comment period on the SEIR, a response to this letter is nonetheless included in the attachments.

### **Attachments**

**Update** – At its meeting of April 22, 2014, the Planning Commission: 1) Adopted Planning Commission Resolution No. 1870 making certain findings and recommending City Council adoption of a Supplemental Environmental Impact Report to the Environmental Impact Report (State Clearinghouse No. 2010042012) for the Dumbarton Transit Oriented Development; (2) adopted Planning Commission Resolution No. 1871 recommending rezoning (RZ-12-31), a 21.4-acre area (APN's 092-0116-058, 092-0116-059, 092-0116-060; and 092-0116-014) from ML (Limited Industrial) to MDR-FBC (Medium Density Residential – Form Based Codes); 3) adopted Planning Commission Resolution No. 1872 making findings supporting the use of an alternative means of compliance with the Inclusionary Housing Ordinance and recommended City Council approve the attached Affordable Housing Implementation Agreement; 4) By motion, recommended that the City Council approve TM-12-32, Vesting Tentative Map 8098 to construct approximately 217 residential units; 5) By motion, recommended that the City Council approve ASR-12-33, an Architectural and Site Plan Review, with Exhibit A, pages 1 through 69; and 6) By motion, approved Exhibit B, Schedule of Impact Fees.

**Action** – It is recommended that the City Council: (1) Adopt a resolution making certain findings and adopt a Supplemental Environmental Impact Report (E-12-30) to the Environmental Impact Report (State Clearinghouse No. 2010042012) for the Dumbarton Transit Oriented Development Specific Plan; (2) Introduce an Ordinance rezoning (RZ-12-31) a 21.4 acre area (092-0116-058; 092-0116-059; 092-0116-060; and 092-0116-014) from ML (Limited Industrial) to MDR-FBC (Medium Density Residential – Form Based Codes); (3) Adopt a resolution making findings supporting the use of an alternative means of compliance with the Inclusionary Housing Ordinance and approve the Affordable Housing Implementation Agreement for the Jones Hamilton Project; (4) By resolution, authorize the Mayor to sign a Community Financing Agreement with Newark Enterprise Joint Venture, LLC; (5) By resolution approve TM-12-32, Vesting Tentative Map 8098 to construct approximately 217 residential units on the Jones Hamilton Property; (6) By Motion, approve ASR-12-33, an Architectural and Site Plan Review, with Exhibit A, pages 1 through 79; and (7) By motion, approve Exhibit B, Schedule of Impact Fees.

**F.1 Resolution authorizing the Annual Program Submittal for Measures B and BB funding of paratransit services – from Recreation and Community Services Director Zehnder. (RESOLUTION)**

**Background/Discussion** – The Alameda County Transportation Commission (ACTC) administers the distribution of Measure B and Measure BB, a combined one cent transportation sales tax which provides funding to the City of Newark to provide paratransit services for the elderly and disabled. Each year the City is required to submit an application for funding and a budget to ACTC outlining the paratransit services to be offered in the upcoming fiscal year.

ACTC forecasts that the City of Newark will receive approximately \$181,524.05 in Measure B sales tax revenue and \$112,133.06 in Measure BB sales tax revenue for Fiscal Year 2015-2016.

In 2013, the City of Newark amended the Joint Powers Agreement with the City of Fremont enabling Fremont to provide paratransit services to eligible Newark residents. Fremont Paratransit provides door-to-door wheelchair accessible service for Newark seniors ages 70 and older and for people with disabilities, ages 18 and older. Fremont's robust, reliable, and efficient paratransit service provides Newark riders with the following services:

- Service hours – Monday through Friday, 8:00am – 6:00pm, Saturday and Sunday, 9:00am – 3:00pm
- Service area – service is provided to all parts of Fremont, Union City and Newark
- Reservation and dispatch system – Monday through Friday, 8:00am – 5:00pm, Saturday and Sunday, 9:00am – 3:00pm

In addition to these paratransit services, Newark riders also receive access to supplemental transportation services offered through the Fremont Human Services Department:

- Tri-City Travel Training Program
- Senior Clipper Card Distribution Program
- Tri-City Mobility Management Program

For these services, the City of Newark will reimburse the City of Fremont at a cost to not exceed \$185,000. This includes a cost per trip billing for all one-way trips as well as monthly administrative fees. The remainder of the funds will be transferred to operational reserves. Should rider demand be greater than projected, the City of Newark has sufficient Measure B and Measure BB Operational Reserves which can be used to offset additional service costs.

The City will also utilize Measure BB funding to subsidize the Life Eldercare, Inc., Meals on Wheels service, which provides over 13,000 home-delivered meals annually to Newark residents. The proposed level of funding for Fiscal Year 2015-2016 will remain at \$7,000.

**Attachment**

**Action** – It is recommended that the City Council, by resolution, approve the annual program submittal for Measure B and Measure BB funding for paratransit services for Fiscal Year 2015-2016.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
APPROVING THE ANNUAL PROGRAM SUBMITTAL FOR  
MEASURE B AND MEASURE BB FUNDING FOR NEWARK  
PARATRANSIT FOR FISCAL YEAR 2015-2016

WHEREAS, the Alameda County Transportation Commission (ACTC) administers the distribution of Measure B and Measure BB funds; and

WHEREAS, each year the City is required to submit an application for funding and budget to the ACTC; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves the annual program submittal for Measure B and Measure BB funding for Paratransit Services.



## **Annual Paratransit Program Plan Application for Measure B and Measure BB Funding Fiscal Year 2015-2016 (July 1, 2015 - June 30, 2016)**

### **Requirements and Instructions**

The Alameda County Transportation Commission (Alameda CTC) requires recipients of paratransit funding to participate in an Annual Paratransit Program Plan Review. Recipients are required to complete and submit a program plan application to Alameda CTC that outlines their anticipated revenues and expenditures related to delivering paratransit services to seniors and people with disabilities.

### **Paratransit Program Plan Application Deadline: April 3, 2015**

The Annual Paratransit Program Plan Application includes the following documents:

1. Paratransit Program Plan Application (this MS Word document)
2. Paratransit Program Plan Attachments (Tables A, B and C of the provided MS Excel workbook)
3. Alameda CTC Special Transportation for Seniors and People with Disabilities (Paratransit) Implementation Guidelines, revised 2/26/15

**Submit both files via email by April 3, 2015 to Naomi Armenta: [narmenta@alamedactc.org](mailto:narmenta@alamedactc.org).** Hard copies are not required. Clearly label both the Word document and the Excel workbook with your agency name and date in the file name (e.g., Albany\_FY15-16\_Paratransit\_Program\_Application.doc).

If you have questions, please contact Naomi Armenta via email or at (510) 208-7469.

## FY 2015-16 Paratransit Program Plan Application

### Due by April 3, 2015

CONTACT INFORMATION	
Agency:	City of Newark
Contact Name:	David Zehnder
Title:	Recreation and Community Services Director
Phone Number:	(510) 578-4405
E-mail Address:	David.zehnder@newark.org

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

### TYPES OF SERVICES PROVIDED

1. **What type of paratransit projects and programs will be funded, fully or partially, with Measures B and BB Direct Local Distribution (pass-through) and Gap Grant funds?** To answer this question, complete the Table A attachment (Table A tab of the Microsoft Excel workbook).

Below is a list of the types of services/programs that are eligible for Alameda CTC funding. For detailed information about these eligible services, including minimum service requirements, refer to the Alameda CTC's Special Transportation for Seniors and People with Disabilities (Paratransit) Implementation Guidelines, revised 2/26/15 (provided with the application materials).

- **Management/Overhead:** Program oversight, planning, budgeting, participation in regional/countywide meetings. Include admin/labor even if it is paid by the City/transit agency for accurate reporting of full program expenses.
- **Customer Service/Outreach:** Activities associated with educating consumers about services that are available to them, answering questions from consumers and taking, tracking and responding to complaints and commendations. Include costs even if paid by the City/transit agency for accurate reporting of full program expenses.
- **ADA-mandated Paratransit:** Paratransit services provided by fixed-route transit operators to fulfill requirements under the American's with Disabilities Act.
- **City-based Door-to-Door:** Pre-scheduled, accessible, door-to-door service provided by city. Provides a similar level of service to mandated ADA services; designed to fill gaps not met by ADA-mandated providers and/or relieve ADA-mandated providers of some trips.
- **Taxi Program:** Provides a same day, curb-to-curb service intended for situations when consumers cannot make their trip on a pre-scheduled basis; allows eligible consumers to use taxis at a reduced fare.

Alameda CTC Paratransit Program Plan Application  
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- **City-based Specialized Accessible Van Service:** Specialized van service provides accessible, door-to-door trips on a pre-scheduled or same-day basis. These services are generally implemented as a supplement to a taxi program that does not meet critical needs for particular trips in accessible vehicles in certain communities.
- **Accessible Fixed-Route Shuttle:** Generally accessible vehicles that operate on a fixed route and schedule to serve common trip origins and destinations, e.g. senior centers, medical facilities, grocery stores, BART stations, other transit stations, community centers, commercial districts, and post offices.
- **Group Trips Program:** Round-trip accessible van rides for pre-planned outings or to attend specific events or go to specific destinations for fixed amounts of time, e.g. shopping trips or religious services. Trips usually originate from a senior center or housing facility.
- **Volunteer Driver Program:** Pre-scheduled, door-through-door services that are generally not accessible; rely on volunteers to drive eligible consumers for critical trip needs, such as medical trips. May also have an escort component.
- **Mobility Management/Travel Training:** Covers a wide range of activities, such as travel training, trip planning, and brokerage. Does not include provision of trips. (This is considered "non-trip provision").
- **Scholarship/Subsidized Fare Program:** Program to subsidize any service for customers who are low-income and can demonstrate financial need.
- **Meal Delivery:** Program to fund meal delivery to the homes of individuals who are transportation disadvantaged. Currently, only existing operating programs can continue to use Measure B funds for these service costs. No new meal delivery services can be established.
- **Capital Expenditure:** Capital purchase or other capital expenditure.

**1A. Provide a short narrative description of your agency's FY 2015-16 program:**

Newark paratransit, operated by the City of Fremont through an MOU agreement with the City of Newark, provides door-to-door transportation services for our most vulnerable population; seniors ages 70 and older and those persons 18 and older with disabilities.

**1B. Explain how the suite of services offered is targeted towards the seniors and people with disabilities in your community. Why have these services been selected to meet the trip needs of your consumers over other eligible service types? How do these services enhance their quality of life and help them meet basic life needs?**

Without a door-to-door transportation service, some of our community members would not have access to travel to medical appointments, food shopping, social and recreational activities, places of worship and other important locations. In addition to these services, we also contribute Measure B funds towards the Life Elder Care Meals on Wheels (MOW) program. MOW provides daily hot and nutritional meals to homebound seniors. These are seniors that are typically frail and unable to prepare their own meals. This service also provides a well-check whereby Life Elder Care driver volunteers can provide referrals for those seniors in need.

**1C. List the most common trip destinations for seniors and people with disabilities in your community that your services are designed to serve , e.g. dialysis centers, hospitals, major shopping complexes, senior centers.**

Recurring primary destinations within the Newark Paratransit service areas include:  
 Dialysis appointments  
 Medical and dental appointments  
 Newark Senior Center  
 Silliman Activity Center  
 Grocery stores  
 NewPark Mall  
 Places of worship  
 Medical centers such as Washington Hospital and Kaiser

**2. Will your agency's program for FY 2015-16 conform to the Paratransit Program Implementation Guidelines, as required? (FY 2015-16 Programs are *required* to conform to the Implementation Guidelines, revised February 2015)**

Yes     No

**2A. If "No", explain below and contact Alameda CTC staff to discuss (prior to April 3, 2015)**

**3. If proposing service changes from the current year, FY 2014-15, describe the changes and explain why they are proposed. Describe how these changes will impact the ability of seniors and people with disabilities in your community to meet their basic life needs.**

N/A

## DEVELOPMENT OF PROGRAM PLAN

4. **How was consumer input sought in development of the program and selection of the services offered?** Describe all general outreach activities undertaken in connection with this plan, including consumer or public meetings; meetings with other agencies; presentations to boards, commissions, or committees. If possible provide dates for these activities. Note below if this plan was reviewed by a local paratransit advisory committee, including the name of the committee, and the date of the meeting.

Program updates and consumer input were solicited and received during meetings with the Newark, Fremont and Union City Paratransit Advisory Committee members on October 22, 2014 and January 28, 2015. This committee provided valuable related to service quality and operational issues.

5. **Describe any outreach, surveys and/or analysis conducted to develop this plan and to determine the types of services the program offers.**

Recreation and Community Services Director Zehnder meet with City of Fremont Program Manager Shawn Fong to develop the plan for Fiscal Year 2015-2016. Ridership data was reviewed and well as service parameters and performance. Currently, the City of Fremont is seeking Requests for Proposals for the Newark/Fremont Paratransit program. Newark staff will collaborate with Fremont staff to select a new service provider or to renew the contract with MV Transportation.

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**6. Describe how results from the community outreach, surveys and/or analysis described in Questions 4 and 5 were used to guide the development of the program plan.**

Through ongoing communication and analysis of services, we have been able to affirm that current service levels continue to meet the needs of the community.

**7. Was this program plan approved by a governing body (or is it scheduled for action)?**

Yes

No

If yes, provide the planned or actual approval date.

April 23, 2015 Newark City Council

## OUTREACH

**8. How do community members and potential users learn about the Alameda CTC-funded services provided in your community?**

A description of the Newark Paratransit program is included in our department's Activity Guide which is distributed three times per year and is directly mailed to all Newark residences and businesses. Newark Paratransit is also promoted at our Senior Center, Silliman Activity and Family Aquatic Center, Newark Library, Newark City Hall and various local business and service organizations. Partner agency City of Fremont also provides information through their Human Services Department and the Fremont Resource Center.

## ELIGIBILITY AND ENROLLMENT

**9. What are your requirements for eligibility? (E.g., age, residency, income requirements for any scholarship and fare subsidy components of the program and how qualifying income is documented/verified).**

Eligible Newark Paratransit riders must be at least 70 years of age or older or disabled and 18 years of age or older. Riders must have limitations that will not allow them to use fixed route services such as AC Transit.

**10. How do consumers enroll in your program? Include how long the enrollment process takes, and how soon newly enrolled applicants can use the services offered.**

Consumers enroll the program by completing an application through service provider City of Fremont Human Services Department. Once the application is screened and approved, consumers are notified and allowed to purchase rider tickets. For fiscal year 2015-2016, riders will only be allowed to purchase tickets through the City of Fremont.

**EXPECTED DEMAND/USE OF SERVICES**

**11. How many program registrants do you anticipate for FY 2015-16? Fill in the box below.**

<b>FY 2015-16 Estimated Registrants</b>
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323
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**11A. Do you expect your program registration to increase, decrease or stay the same compared to the current year, FY 2014-15, and why?**

We expect it to stay about the same with maybe a slight increase due to renewed efforts to market the service to the greater community.

**12. Do you expect the total number of one-way trips provided by your program to increase, decrease or stay the same compared to the current year, FY 2014-15? Why?**

We expect our ridership to slightly increase. We are hopeful that the new service provider or if selected, MV Transportation, are able to provide more efficient services thus increasing the number of rides available on any given day.

**CUSTOMER SATISFACTION**

**13. Describe your complaint and commendation process. Describe your process from beginning to end, including instructions you provide to customers for filing program suggestions, complaints or commendations, your documentation procedures and your**

Alameda CTC Paratransit Program Plan Application  
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follow up.

*(See questions 13A and 13B that follow)*

Passengers may file a complaint any time that the service is not satisfactory, safe or secure. Complaints should be directed to the Fremont Paratransit Program Office. Complaints may be filed in writing or by telephone. When filing a complaint, customers need to provide the following information:

- Rider's name, address and phone number
- Date and time of incident
- Details of the incident

Staff from the City of Fremont Human Services Department will investigate each complaint and make every effort to resolve complaints in a timely manner.

**13A. Describe any common or recurring service complaints, commendations and/or suggestions your program has received.**

We only receive a small amount of complaints throughout the year. The most common complaint is a rider unable to schedule a ride during a popular time of day because the vehicles are already booked. Staff is usually able to find an alternate appointment time for these riders.

**13B. Describe any changes you have made to your program as a result of these customer complaints, commendations and suggestions.**

N/A

## VEHICLE FLEET

- 14. Provide details regarding your vehicle fleet.** To answer this question, complete the Table C Attachment (Table C tab) in the excel workbook. **Vehicles are supplied through partnership agreement with the City of Fremont's contract service provider MV Transportation. Please refer to the City of Fremont's program application for explanation of vehicle fleet.**

**CAPITAL PURCHASES**

**15. Describe any planned capital expenditures, such as purchase of vehicles or durable equipment, below.**

None
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**FINANCES: PROGRAM REVENUE AND COST**

**16. Detail your FY 2015-16 program's total estimated revenue (all fund sources) and total cost by completing the Table B Attachment (the Table B tab of the Excel workbook). For program components funded with a Measure B Gap Grant, in Table B, segregate the Gap Grant funding by entering it in the "Other Measure B" column.**

**17. Describe below the "Management/Overhead" and "Customer Service and Outreach" costs included in the Table B Attachment and how these cost allocations were determined?** (These two categories are defined under Question 1). *The amount spent on Customer Service/Outreach and Management/Overhead is to be included as part of the total program cost, even if it is not funded with Alameda CTC funding. This includes city/agency staff time paid for by a city's general fund.*

**17A. Management/Overhead Costs**

None
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**17B. Customer Service and Outreach Costs**

None
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## PROGRAM FUNDING RESERVES

- 18. If your paratransit program contains a Measure B/BB Direct Local Distribution fund balance at the end of FY 2014-15, as show in Table B, please explain how you anticipating expending these funds in FY 2015-16.**

N/A

- 18A. Of the projected FY 2015-16 revenue, how much will be identified for anticipated project expenditures in FY 15/16, and how much will be directed towards an Operational, Undesignated or Capital Fund Reserve? (Per the Master Program Funding Agreements, up to 50% of annual Measure B/BB revenue can be directed towards an Operational Reserve and up to 10% towards an Undesignated Reserve, for a maximum allowable reserve balance of 60% of annual Measure B/BB Paratransit DLD revenue).**

Measure B – 100% of funds will be used for operations  
 Measure BB – 91.5% of funds will be reserved for Operational Reserves.

- 18B. If your agency's use of the Operational and Undesignated Fund Reserves exceeds the 60% collectively allowed for FY 2015-16, please explain why your agency's is not increasing your activities/expenditures in FY 2015-16 to come under the allowable limit. Note that any reserve allocations above the 60% limit will require a Request for Exemption to the Timely Use of Funds and Reserve Policies that is approved by the Commission through the Annual Program Compliance Process.**

It is unknown if current service provider MV Transportation or a newly selected service provider can increase service delivery efficiency prior to start of new fiscal year. In addition, current service level demand may not warrant an expansion of services.

Alameda CTC Paratransit Program Plan Application  
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**MISCELLANEOUS**

**19. Use this space to provide any additional notes or clarifications about your program plan.**

Make corrections for each step below. Note: Update all columns in the table more, check "Use as Quizzes" if the document is not a quiz. Use as Quizzes if the document is not a quiz.

Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I
Eligible Service/Program Type	Service/Program/Project Name	If service is restricted, provide name of contractor/vendor/prospective	Need for this service (e.g., medical, primary, educational, regional trips, etc.)	Fund/Grant to Consumer	Fare Medium (e.g., cash, voucher, reimbursement, amount fee, etc.)	Vehicle Accessibility	In this same day or pre-scheduled service?	Service Area
Drop-off/Arrival	Month/Project	City of Service (to limit travel)	Provide description of consumer/program to be served (e.g., medical appointments, social activities, etc.)	Is it for emergency or non-emergency use?	Amount (e.g., \$100, \$200, etc.)	Available	Drop-off/Arrival	City or County, or nearest city/county
City-based Door-to-Door	Month/Project	City of Service (to limit travel)	Provide description of consumer/program to be served (e.g., medical appointments, social activities, etc.)	Is it for emergency or non-emergency use?	Amount (e.g., \$100, \$200, etc.)	Available	Drop-off/Arrival	City or County, or nearest city/county
City-based Door-to-Door	Month/Project	City of Service (to limit travel)	Provide description of consumer/program to be served (e.g., medical appointments, social activities, etc.)	Is it for emergency or non-emergency use?	Amount (e.g., \$100, \$200, etc.)	Available	Drop-off/Arrival	City or County, or nearest city/county

Note: Definitions for each step below. Note: Update all columns in the table more, check "Use as Quizzes" if the document is not a quiz. Use as Quizzes if the document is not a quiz.

Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I
Eligible Service/Program Type	Service/Program/Project Name	Units or number of trips/units of service (e.g., trip limits per month/quarter/year or a maximum expenditure per consumer)	If pre-scheduled, what days/hours are reservations accepted for trip, training, etc?	If pre-scheduled, how far in advance can/must a consumer schedule a trip, training, etc?	Days/Hours of Operation	Eligibility Requirements	Project Status	Miscellaneous Notes
Drop-off/Arrival	Month/Project	Units or number of trips/units of service (e.g., trip limits per month/quarter/year or a maximum expenditure per consumer)	Provide description of consumer/program to be served (e.g., medical appointments, social activities, etc.)	Is it for emergency or non-emergency use?	Amount (e.g., \$100, \$200, etc.)	Available	Drop-off/Arrival	City or County, or nearest city/county
City-based Door-to-Door	Month/Project	Units or number of trips/units of service (e.g., trip limits per month/quarter/year or a maximum expenditure per consumer)	If pre-scheduled, what days/hours are reservations accepted for trip, training, etc?	If pre-scheduled, how far in advance can/must a consumer schedule a trip, training, etc?	Days/Hours of Operation	Eligibility Requirements	Project Status	Miscellaneous Notes
City-based Door-to-Door	Month/Project	Units or number of trips/units of service (e.g., trip limits per month/quarter/year or a maximum expenditure per consumer)	If pre-scheduled, what days/hours are reservations accepted for trip, training, etc?	If pre-scheduled, how far in advance can/must a consumer schedule a trip, training, etc?	Days/Hours of Operation	Eligibility Requirements	Project Status	Miscellaneous Notes



Alameda CTC Paratransit Program Application - FY 2015-2016 (July 1, 2015 - June 30, 2016)

Table B Attachment: Program Revenue, Cost and Fund Sources

Total FY 2015-16 Program Revenue (Measure B, Measure BB and all other funds available for FY 2015-16)	
Estimated Measure B Paratransit DLD ending balance at the end of THIS fiscal year, FY 2014-15 (June 30, 2015)	\$63,183
Projected FY 2015-16 Measure B DLD Paratransit revenue (Use projections distributed by the Alameda CTC)	\$181,524
Estimated Measure BB Paratransit DLD ending balance at the end of THIS fiscal year, FY 2014-15 (as of June 30, 2015, based on Q4 FY14/15 BB projections distributed by the Alameda CTC)	\$0
Projected FY 2015-16 Measure BB DLD Paratransit revenue (Use projections distributed by the Alameda CTC)	\$112,133
<b>Total FY 2015-16 Measure B and BB Paratransit DLD Revenue</b>	<b>\$356,840</b>
Total FY 2015-16 Other Revenue (All other revenue sources, non-DLD, including Gap grant)	
<b>Total FY 2015-16 Program Revenue (Measure B, Measure BB and all other sources available for FY 2015-16)</b>	<b>\$356,840</b>

Total FY 2015-16 Program Costs by Fund Source (Measure B, Measure BB and all other funds planned to be expended during FY 2015-16)												Total Cost
Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J	Column K	Column L	Column M
Service/Program/Project Name	Quantity Planned for FY 15-16	Amount of RESERVE Measure B Paratransit DLD funds	Amount of FY 2015-16 Measure B Paratransit DLD funds	Amount of Remaining FY 2014-15 Measure BB Paratransit DLD funds	Amount of FY 2015-16 Measure BB Paratransit DLD funds	Amount of OTHER Measure B/BB funds	What is the source of these OTHER Measure B/BB funds? (e.g. MB Gap Grant, LSR, MB LSR, etc.)	Fare Revenue expected from service	Fare Revenue to be expended on service	Amount of all other (Non-Alameda CTC) funds (not including fares)	What is the source of these non-Alameda CTC funds? (e.g. City general fund, federal, state, etc.)	Total Cost (all sources)  Automatically calculated
<i>Automatically populated from prior sheet (column B)</i>	<i>Automatically populated from prior sheet (column Q)</i>											
Newark Paratransit	4,200	\$ -	\$ 181,524	\$ -	\$ 3,500	\$ -		\$ 8,000	\$ -			\$ 185,024
Meals on Wheels	13,000		\$ -	\$ -	\$ 7,000	\$ -						\$ 7,000
0	0											\$ -
0	0											\$ -
0	0											\$ -
0	0											\$ -
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0	0											\$ -
0	0											\$ -
<b>Totals</b>	<b>17,200</b>	<b>\$ -</b>	<b>\$ 181,524</b>	<b>\$ -</b>	<b>\$ 10,500</b>	<b>\$ -</b>		<b>\$ 8,000</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 192,024</b>

Budget check (total revenue less total cost): \$164,816

PARATRANSIT DLD RESERVE BALANCES	Measure B	Measure BB
Projected Maximum Available Reserve Balance (3% of FY 2015-16 revenue)	\$108,914	\$67,280
Estimated Reserve Balance, June 30, 2016:	\$63,183	\$101,633

Table B Attachment: Program Revenue, Cost and Fund Sources

Reserve check - over maximum (red)/ under (green):	-545,731	524,353
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Alameda CTC Paratransit Program Application - FY 2015-2016 (July 1, 2015 - June 30, 2016)

Table B Attachment: Program Revenue, Cost and Fund Sources

Cell: M5

Comment: The Measure 88 remaining balance is only to include the portion of the Measure 88 projections for FY14/15 that were not spent in (accrued to) FY 14/15. The balance is being allowed to roll over to FY15/16, but it will be combined along with the new Measure 88 FY15/16 revenue, towards the Measure 88 FY 15/16 reserve limit.

Cell: E15

Comment: from row 8 above

Cell: J19

Comment: If the amount of fare revenue to be expended is less than the amount of fare revenue expected, please provide an explanation under the Miscellaneous section of application (question 19.)

Cell: A28

Comment: TOTALS WILL CALCULATE AUTOMATICALLY

Cell: I28

Comment: WILL CALCULATE AUTOMATICALLY

Cell: J28

Comment: WILL CALCULATE AUTOMATICALLY

Cell: K28

Comment: WILL CALCULATE AUTOMATICALLY

Cell: M28

Comment: TOTALS WILL CALCULATE AUTOMATICALLY



**F.2 Authorization for the Mayor to execute an agreement with artist Dennis Smith for replacement of the Summer Series "Pitcher" sculpture and to revise the 2014-2016 biannual budget – from Recreation and Community Services Director David Zehnder. (RESOLUTION)**

**Background/Discussion** – Staff has received a quote from artist Dennis Smith for the replacement of the *Summer Games Series "Pitcher"* sculpture which was stolen from the Sportsfield softball complex in June of 2014. This sculpture will be a re-creation of the sculpture by the same artist of the original sculpture. This sculpture was replaced once before after a previous theft of multiple sculptures at this same location as well as in front of the Silliman Activity Center entrance.

Sculpture replacement costs are expected to be approximately \$22,500 which includes a 10% discount, delivery, and coordinated installation with our Maintenance Services staff. Funding for this project will be from insurance (\$16,500) and the Art in Public Places account (\$6,000). Since this artwork can only be reproduced by the original artist, this single source purchase is allowable under our purchasing rules and regulations. Upon execution of the attached agreement, one half of the purchase price will be remitted to the artist with the second half due upon delivery and installation of the sculpture.

Previous security measures were put in place to make it much more difficult for thieves to remove these sculptures. This included improved accent lighting to increase public visibility of the sculptures, installation of dedicated video surveillance cameras (Summer Series only) and posting of signs indicating that the sculptures are under 24-hour video surveillance. Unfortunately these measures failed to protect the Pitcher sculpture which by design, is mounted with only one footing to the cement pedestal. To reduce the possibility of another theft of the sculpture, the artist has proposed installing a stainless steel rod in the leg of the sculpture as well as a stainless steel pipe in the cement pedestal. This should make it extremely difficult to remove the sculpture.

**Attachment**

**Action** -- It is recommended that the City Council, by resolution, authorize the Mayor to execute an agreement with Dennis Smith for replacement of the Summer Series "Pitcher" sculpture and to revise the 2014-2015 biannual budget.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE ARTIST DENNIS SMITH AND THE CITY OF NEWARK FOR REPLACEMENT OF SUMMER SERIES PITCHER SCULPTURE AND TO AMEND THE 2014-2016 BIENNIAL BUDGET FOR FISCAL YEAR 2014-2015

WHEREAS, the City Council of the City of Newark wants to purchase a replacement of the Summer Series "Pitcher" sculpture; and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Newark to authorize the Mayor to execute an agreement with Dennis Smith for the re-creation of the "Pitcher" sculpture, and;

BE IT FURTHER RESOLVED by the City Council of the City of Newark that the certain documents entitled "2014-2016 Biannual Budget and Capital Improvement Plan for the City of Newark" for Fiscal Year 2014-2015 is hereby amended as follows:

From:  
022-0000-2991      Unallocated Art in Public Places Fund Balance      \$22,500

To:  
022-5600-5280-1120 Capital Project to Replace Summer Series Pitcher Sculpture \$22,500

## AGREEMENT

This Agreement, made and executed this 13 day of April, 2015, by and between Main Street Art, Inc. , a Utah corporation, hereinafter called "Company", and City of Newark, California, hereinafter called "Client".

### WITNESSETH:

WHEREAS, Company has, as an employee, Dennis Smith who is a professional artist having wide experience in the creation of works of art; and

WHEREAS, Client wishes to obtain the services of Company for creation of the works of art more fully described below; and

WHEREAS, Company, by and through its employee, Dennis Smith, is willing to create (or has created), and the client is willing to accept, such works of art on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. THE PROJECT. Company agrees to create (or has created), and Client agrees to purchase, under the terms and conditions of this Agreement, Summer Games *Pitcher* sculpture.

The cost of the sculpture is all inclusive and includes delivery and installation with assistance from City of Newark Maintenance staff members.

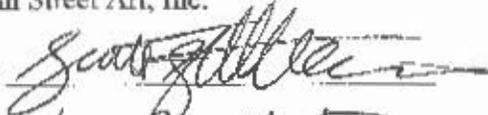
2. FEE FOR SERVICES. The total purchase price for creation, completion, preparation, delivery and installation of art shall be \$22,500.
3. SCHEDULE OF PAYMENTS. Payments shall be made from Client to Company as follows: one half upon the signing of this Agreement, and one half upon delivery and installation of the work of art.

4. SCHEDULE FOR COMPLETION. All work hereunder shall be completed as follows: Castings will be completed on or before August 28, 2015. The sculptures will then be delivered to Client.
5. WORK APPROVALS. The Sculpture is a replacement and duplicate of the statue that was stolen, and approval for the replacement of the exact model is given.
6. OWNERSHIP AND COPYRIGHTS. Client shall own the completed work of art, but Client acknowledges that the Company shall own all copyrights thereto. The sculpture will be considered as a limited edition work, with Client receiving number AC (Artist Copy) in a possible edition of 12. Company hereby grants Client the right to publicly display the completed work of art as long as such display is free of charge. Client shall not charge admission to view the completed work of art without prior approval and written consent of Company. Client shall have the right to photograph the completed work for all non commercial uses without consulting the Company or paying any royalty. For all commercial uses of the image, Client agrees to receive written permission from Company and any applicable royalty shall be negotiated at that time. Company shall receive artistic credit in connection with the publication of the any photographs of the work of art.
7. ASSIGNMENTS AND SUCCESSORS. Company agrees that it will not sublet, sell, nor assign its responsibility under this Agreement without the written permission of the Client.
8. DEFAULT. If either party defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses including reasonable attorney's fees, incurred by the other party in enforcing its rights arising under this Agreement, whether through legal action or otherwise.

9. BINDING. This Agreement shall be binding upon and insure to the benefit of the parties hereto, their agents, successors, and assigns.
10. INTEGRATION. This Agreement expresses the entire understanding of the parties and supersedes any and all former agreements, understandings or representations both written and oral relating in any way to the subject matter hereof. No supplement, modification, or amendment of this agreement shall be binding unless executed in writing by the parties.
11. MAINTENANCE. Client will use all reasonable care to protect the inherent form and structure of the finished work of art as herein defined.
12. PUBLIC ANNOUNCEMENTS. Public announcement and other forms of notice relating to the Works shall clearly show the Works are the original creation of the employee, Dennis Smith.
13. GOVERNING LAW. This Agreement shall be subject to, governed by, and interpreted under the laws of the State of Utah, without reference to its conflicts of law rules.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

**COMPANY**  
Main Street Art, Inc.

By:   
Its: Vice President

**CLIENT**  
CITY OF NEWARK, CA

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**F.3 Approval of plans and specifications for the 2015 Weed Abatement Program, and award the contract to New Image Landscape Company – from Maintenance Supervisor Carey. (MOTION) (RESOLUTION)**

**Background/Discussion** – The annual weed abatement program abates weeds on vacant commercial and industrial properties not maintained by the property owners as directed by the Fire Marshal. The abatement work consists of tractor mowing, supplemented with manual labor to clear weeds abutting wooden fences and debris removal to facilitate the tractor work.

The lowest responsive bid was determined by adding the hourly rate for three items: tractor mowing, manual labor, and debris removal.

Bids for this project were opened on Monday, April 13, 2015, with the following results:

<u>Company</u>	<u>Combined Hourly Rate</u>
New Image Landscape Company	\$260.00 per hour
Engineer's Estimate	\$195.00 per hour

Although only one bid was received for this project, the proposed price is reasonable and within industry standards for this type of work. The lack of bids could be attributable to the relatively small size of the project. New Image Landscape is a responsible and responsive bidder qualified to perform the work.

Funds were retained in the 2014-2015 Biennial Budget and Capital Improvement Plan to complete this project. The Landscape Parks Division recommends awarding the 2015 Weed Abatement Program to New Image Landscape Company, Inc., as they are the lowest responsible bidder.

The contract shall commence on or about May 1, 2015. The contract may be extended for no more than two consecutive one-year periods upon mutual consent of both parties.

**Attachment**

**Action** - It is recommended that the City Council, by motion approve the plans and specifications, and by resolution accepting the bid and awarding the contract to New Image Landscape Company for the 2015 Weed Abatement Program.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK ACCEPTING THE BID AND AWARDING THE  
CONTRACT TO NEW IMAGE LANDSCAPE COMPANY, FOR  
THE 2015 WEED ABATEMENT PROGRAM

BE IT RESOLVED that the City Council of the City of Newark does hereby find that New Image Landscape Company was the lowest responsible bidder for 2015 Weed Abatement Program.

BE IT FURTHER RESOLVED that the City Council does hereby accept said bid of said company and does hereby authorize and direct the Mayor of the City of Newark to sign an agreement with said company for 2015 Weed Abatement Program, according to the plans, specifications, and terms of said bid.

BE IT FURTHER RESOLVED that the City Council does hereby authorize the Public Works Director to sign renewal agreements with said company for Weed Abatement Programs.

**F.4 Declaration of intent to abandon a portion of Hickory Street right-of-way north of Perrin Avenue and establishment of May 28, 2015, as the date for a public hearing - from Assistant City Engineer Fajeau. (RESOLUTION)**

**Background/Discussion** – The City has received a request from William Lyon Homes, Inc., owner of the 42.2-acre property on the west side of Willow Street at the terminus of Central Avenue (Torian Site), to abandon a portion of the Hickory Street right-of-way located near the southwestern corner of the site. The proposed abandonment would be limited to the 40-foot wide western half of the existing Hickory Street right-of-way between the Alameda County Flood Control and Water Conservation District (District) property located immediately north of Perrin Avenue to a point approximately 400 feet north of the District boundary. 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 requested abandonment is consistent with Vesting Tentative Tract Map 8085, TTM-12-25, originally approved by the City Council on November 29, 2012, and as amended on February 28, 2013. As part of the wetlands mitigation work associated with the project, conditions of approval require abandonment of the unused right-of-way prior to the start of construction activities.

If abandoned, this portion of the Hickory Street right-of-way would revert back to William Lyon Homes, Inc., the adjacent property to the west. Utility providers with services in this general area have been notified of a potential right-of-way abandonment. It is anticipated that utility easements will be reserved over portions of the right-of-way. The westerly half of the right-of-way would remain in place and is currently utilized by an adjoining property owner as a haul route.

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 Hickory Street right-of-way north of Perrin Avenue and establish May 28, 2015, as the date for the public hearing.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK DECLARING AN INTENTION TO ABANDON A  
PORTION OF HICKORY STREET RIGHT-OF-WAY NORTH OF  
PERRIN AVENUE, AND ESTABLISH MAY 28, 2015, AS THE  
DATE FOR PUBLIC HEARING

WHEREAS, the City of Newark has been requested by William Lyon Homes, Inc., the property owner of the 42.2-acre site (Project Site) located on the west side of Willow Street at the Central Avenue terminus in the Dumbarton Transit Oriented Development (TOD) area, Newark, to abandon a portion of the Hickory Street right-of-way located near the southwestern corner of the Project Site and north of Perrin Avenue, Newark, California; 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 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 28<sup>th</sup> day of May, 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.

EXHIBIT A

FEBRUARY 27, 2015  
JOB NO.: 1496-021

LEGAL DESCRIPTION  
PORTION OF HICKORY STREET (EAST)  
NEWARK, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF NEWARK, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF HICKORY STREET, AS SAID HICKORY STREET IS SHOWN AND SO DESIGNATED ON THE "MAP OF THE TOWN OF NEWARK, ALAMEDA COUNTY, CAL.", FILED MAY 6, 1878, IN BOOK 17, OF MAPS AT PAGE 10, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, ALSO BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE CITY OF NEWARK BY DEED RECORDED AUGUST 4, 1972, IN REEL 3199, IMAGE 420 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE OF SAID HICKORY STREET, SAID POINT BEING THE SOUTHWESTERN CORNER OF SAID PARCEL OF LAND (REEL 3199, IMAGE 420), SAID POINT ALSO BEING THE NORTHWESTERN CORNER OF THAT CERTAIN PARCEL OF LAND GRANTED TO THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED OCTOBER 5, 1960, IN REEL 180, IMAGE 904 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID CENTERLINE OF HICKORY STREET, NORTH  $21^{\circ}48'56''$  WEST (THE BEARING OF SAID CENTERLINE BEING TAKEN AS NORTH  $21^{\circ}48'56''$  WEST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 396.21 FEET;

THENCE, LEAVING SAID CENTERLINE, ALONG THE ARC OF A NON-TANGENT 130.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH  $35^{\circ}58'49''$  EAST, THROUGH A CENTRAL ANGLE OF  $25^{\circ}13'00''$ , AN ARC DISTANCE OF 57.22 FEET TO A POINT ON THE EASTERN LINE OF SAID HICKORY STREET;

THENCE, ALONG SAID EASTERN LINE, SOUTH  $21^{\circ}48'56''$  EAST 356.01 FEET TO A POINT ON THE NORTHERN LINE OF SAID PARCEL OF LAND (REEL 180, IMAGE 904);

LEGAL DESCRIPTION  
PAGE 2 OF 2

FEBRUARY 27, 2015  
JOB NO.: 1496-021

THENCE, ALONG SAID NORTHERN LINE, SOUTH 68°16'36" WEST 40.00 FEET TO SAID POINT OF BEGINNING.

ATTACHED HERETO IS A PLAN TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



*S. Kyle Pack*  
SABRINA KYLE PACK, P.L.S.  
L.S. NO. 8164

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

CARGILL  
PARCEL 1  
315 PM 84

WILDLANDS INC.  
PARCEL 1  
252 PM 81

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

ACFC&WCD  
RE 38, IM 637



HICKORY STREET  
PORTION OF HICKORY STREET (EAST)

CITY OF NEWARK  
PER RE 3199, IM 420

N35°58'48"E(R)

N10°45'48"W(R)

N21°48'56"W 396.21'

S21°48'56"E 356.01'



WILLAM LYON HOMES  
2013-310645  
2013-310647

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	130.00'	25°13'00"	57.22'

S68°16'36"W 40.00'

POB

ACFC&WCD  
RE 180, IM 904

PERRIN AVENUE

# PLAT TO ACCOMPANY LEGAL DESCRIPTION

PORTION OF HICKORY STREET (EAST)  
NEWARK, CALIFORNIA

FEBRUARY 27, 2015

SHEET 1 OF 1

**Carlson, Barbee & Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS  
2663 CAMINO RAMON, SUITE 300  
SAN RAMON, CALIFORNIA, (925) 881-0322

**F.5 Authorization for the Mayor to sign a License Agreement with NewPark Mall for the Police Department to use space as a static display and temporary office – from Police Chief Leal. (RESOLUTION)**

**Background/Discussion** Since February 2014, the City of Newark has occupied a space in the NewPark Mall for police officer use and community outreach. The location of the space made available to the City within the Mall has changed. Rouse Properties has asked that the City enter into a License Agreement for the City to occupy space and conduct business at the shopping center. The proposed License Agreement expires March 31, 2016 and is subject to extension by mutual agreement. The City is charged no fee in order to occupy the space made available to it. Staff believes the presence of the Police Department static display within the shopping center provides a presence within NewPark Mall that has a positive effect on the shopping center and the community. Additionally, staff believes that the ability to have temporary office space available on site at the shopping center allows for more effective policing of the Mall.

**Attachment**

**Action** - It is recommended that the City Council, by resolution, authorize the Mayor to sign a License Agreement with NewPark Mall for use of Police Department space for static display and temporary office.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AUTHORIZING THE MAYOR TO SIGN A  
LICENSE AGREEMENT WITH NEWPARK MALL FOR USE  
OF POLICE DEPARTMENT SPACE FOR STATIC DISPLAY  
AND TEMPORARY OFFICE

WHEREAS, the City has occupied a space located in the NewPark Mall since February 2014 for police use; and

WHEREAS, Rouse Properties has asked that the city enter into a License Agreement; and

WHEREAS, it is recommended that the City Council enter into a License Agreement through March 31, 2016 which will be subject to extension by mutual agreement, and

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 agreement with NewPark Mall to license use of a space within NewPark Mall to the Police Department of the City of Newark, said agreement on file in the Office of the City Clerk.

**License Agreement**

Mail Name: New Park Mall, Newark  
Deal Type: Now

Date Prepared: 04/13/2015

Approval date: 04/13/2015  
Report Sales: Yes  
Agreement Type: Inline 365+  
Deal ID: S0078835  
Space #: 1224 - 1210 s.f.

**LICENSE AGREEMENT**

This License Agreement ("License") provides the terms and conditions between Licensor and Licensee for conducting business at the Shopping Center indicated below. Nothing contained in this License shall be considered as in any way constituting a partnership between Licensor and Licensee. Licensee agrees that it does not and shall not claim at any time any leasehold interest, nor a license coupled with an interest, nor any other interest or estate of any kind or extent whatsoever in any part of the Shopping Center.

**SHOPPING CENTER INFORMATION**

New Park Mall, Newark  
2086 Newpark Mall  
Newark, California, 94560

Phone: 510-794-5523  
Fax: (510) 796-7968

**LICENSOR NAME AND PAYMENT ADDRESS**

NEWPARK MALL, LP  
SDS-12-3050 PO Box 86  
Minneapolis, Minnesota, 55486-3050

Phone: 510-794-5523  
Fax: (510) 796-7968

**LICENSOR NOTICE ADDRESS**

New Park Mall, Newark  
2086 Newpark Mall  
Newark, California, 94560

Phone: 510-794-5523  
Fax: (510) 796-7968

**LICENSEE/LEGAL ENTITY AND NOTICE ADDRESS**

Licensee Legal Entity: NEWARK POLICE DEPARTMENT  
FCIN/SSN: 123456789  
Licensee Notice: NEWARK POLICE DEPARTMENT  
37101 NEWARK BLVD, NEWARK, California,  
94560

Primary Contact: James Leal  
Phone 1: (510) 578-4725  
Phone 2:

Trade Name: NEWARK POLICE DEPARTMENT

Fax:  
Email: james.leal@newark.org

The undersigned hereby grants Licensor permission to confirm that the Federal Employer Identification Number (FEIN) provided is (1) a valid FEIN assigned to the entity offering it; and 2) matches the address provided by the entity offering the FEIN.

**Payment Address**

Any fees for payments made by Licensee shall be made payable to above Licensor.  
In consideration of the mutual promises and obligations contained in this License, the parties agree:

1. Licensor grants to Licensee a non-exclusive License, which is non-transferable by Licensee, freely transferable by Licensor, and revocable at will and without cause by only Licensor, for the sole purpose of conducting the following business activities:

**THIS SPACE WILL BE USED BY NEWARK POLICE DEPARTMENT AS A STATIC DISPLAY AND TEMPORARY OFFICE.**

("The Use") and for no other activity or purpose whatsoever in a location (the "Assigned Location") shown on Exhibit "A" attached to and made part of this License. No additional items or services may be added to this Use clause or sold by Licensee without the prior written approval of Licensor.

2. Licensee shall be permitted to conduct the Use in the Assigned Location starting upon the earlier of (a) the date Licensee opens for business to the public or (b) 05/01/2015 (the "Commencement Date") and ending (the "Expiration Date"), unless this License is revoked earlier by Licensor. Licensor may revoke this License at will and without cause, effective upon personal delivery of 5 days prior written notice of revocation to Licensee or Licensee's employees or agents at the Assigned Location or by US Mail sent Certified, return receipt requested, to Licensee's Notice Address above; or pursuant to the notice and cure periods set forth in Paragraph 13 with regard to any revocation for cause. The License shall absolutely end on the giving of such notice. Any changes by Licensee and/or Guarantor to either the notice address or contact information set forth above must be given to the Shopping Center Management Office within five (5) days of the actual change. In the event Licensor is not given notice as set forth above, Licensee

**NEWARK POLICE  
DEPARTMENT  
BSM**

**New Park Mall, Newark**

agrees to pay to Licensor an additional license fee of \$200 to defray Licensor's costs and expenses associated with not being notified of such change(s).

Notwithstanding anything in this License Agreement to the contrary, Licensor may relocate the Assigned Location upon 5 days prior written notice to Licensee (except in the case of emergency, when such relocation may occur without notice) for any reason, and upon two (2) days prior written notice in the event of construction or renovations at the Shopping Center.

3. Licensee shall not change the Trade Name, and Licensee represents that it has the right to use the Trade Name.

4. Licensee shall pay Licensor for this License, without notice or demand, at the payment address shown above, or such other location as Licensor may specify, by certified check, or money order or other manner as may be approved in advance, in writing, by Licensor. No personal or business checks, or cash, shall be allowed.

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**Space Comments**

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**License Fees**

1. \$0.00 (Total License Fee)

**NEWARK POLICE  
DEPARTMENT  
BSM**

**New Park Mall, Newark**

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**Total Fees**  
**III. (Total Fee)**

**FOR SHOPPING CENTERS LOCATED IN ARIZONA AND FLORIDA ONLY:** In addition to all fees payable by Licensee pursuant to this License Agreement, the following sales tax amounts shall be added to the monthly Total Fees payments set forth above in this License Agreement. The Licensee shall be responsible for including this additional payment as part of their monthly Total Fee payment to Licensor:

Arizona 1% of all monthly fees payable by Licensee (i.e., Total License Fees and Percentage Rent, if applicable)

Florida 7% of all monthly fees payable by Licensee (i.e., Total License Fees and Percentage Rent, if applicable)

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**Payment Comments**

The following fees are included with the first month's payment and due with the first month's payment

Administration Fee of \$250

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(The License Fee and Sales Tax are collectively referred to herein as "Fees"). Licensor shall follow the visual merchandising directives given to it by Licensor and change the visual merchandising from time to time upon and in accordance with Licensor's request.

5. Concurrent with Licensee's execution of this License, Licensee shall deliver a Security Deposit of \_\_\_\_\_ to Licensor's Managing Agent or to the location specified on page 1. The Security Deposit shall be held by Licensor pending the full completion of this License and Licensee's full performance under this License. Licensor acknowledges that if Licensee fails to fulfill any of its obligations under this License, Licensor may use the Security Deposit to satisfy any or all of the fees due and to remunerate others for returns of merchandise or to rectify complaints made by customers of Licensee. The Security Deposit, or balance thereof, shall be returned to Licensee 90 days (30 days for California) after the later of (i) expiration or termination of this License, or (ii) the date Licensee vacates the Assigned Location. Licensor's obligation to return the Security Deposit, or balance thereof, shall be met by delivering payment to Licensee's Notice Address. In the event Licensee enters into a renewal License, Licensee agrees that Licensor may retain this Security Deposit for use with the new License. Any refund of the Security Deposit may be made by a check from Licensor, and not necessarily via a credit to Licensee's credit card.

6. If Licensee shall fail to make any payment to Licensor when due, Licensee shall pay Licensor a late charge of \$100.00 per day, as liquidated damages, in addition to and not in lieu of Licensor's other remedies, for as long as the failure continues. In addition, Licensee shall pay Licensor interest on any overdue amount equal to 4 percentage points above the Prime Rate (as defined below), not to exceed the maximum interest rate allowed by law in the state the Shopping Center is located, from the date the amount is due until it is paid. The Prime Rate shall mean the prime rate as published in the Wall Street Journal or any successor publication.

7. Licensee shall deliver to Licensor monthly no later than the fifth (5<sup>th</sup>) day of the following month, and at the end of the term, a monthly written statement of all gross sales and revenues with sales verification, signed by Licensee. Licensee shall deliver the monthly report to Licensor by 12:00 p.m. on the fifth (5<sup>th</sup>) day of the succeeding month following the start of business and on the fifth (5<sup>th</sup>) day of each succeeding month thereafter. If the term of this License is less than one month, Licensee shall deliver to Licensor a written statement of all gross sales and revenues with sales verification signed by Licensee on the last day on which Licensee conducts the Business in the Assigned Location. If Licensee does not deliver the report on time, Licensee shall pay Licensor immediately upon request \$50.00 as liquidated damages, in addition to and not in lieu of Licensor's other remedies.

8. Licensee shall prepare in accordance with generally accepted accounting practice and keep at Licensee's Notice Address accurate books of account and records of its gross sales and revenues. Licensee's books and records shall be subject to examination and audit, at will and without notice, by Licensor. If there is a deficiency in the Percentage License Fee payable to Licensor, Licensee shall immediately pay Licensor the additional Percentage License Fee owed Licensor and also pay the cost of the examination or audit.

DEAL ID: S0078835  
Tenant ID: TNEWAPO1

**NEWARK POLICE  
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RSM**

**New Park Mall, Newark**

9. Licensor shall not be liable to Licensee for damages or otherwise for any delay or cessation in the start of the Business. Licensee acknowledges that no exclusive rights or use has been granted or given to it by Licensor or Licensor's agent or employee.

10. Unless dictated otherwise by state law, Licensee shall carry workers compensation insurance in the statutory amount and employer's liability insurance in the amount of \$1,000,000 per accident and disease for each employee with a \$1,000,000 limit for disease. Licensee shall carry commercial general liability insurance which shall include contractual liability endorsements and shall have minimum limits of \$2,000,000 for bodily injuries to or death of any number of persons as a result of any occurrence and \$2,000,000 for property damage. All such insurance policies shall contain a provision that Licensor and Licensee shall be given a minimum of 10 days written notice by the insurance company prior to cancellation, termination or change in such insurance. Licensee's policy or policies shall name Licensor, its parents, subsidiaries and affiliates and Licensee as additional insured. Licensee shall deposit certificates showing such coverage with Licensor prior to the earlier of the commencement of any construction by Licensee anywhere in or around the Shopping Center or the Commencement Date. All such insurance carriers shall be rated A-VII or better by Best's and shall be authorized to do business in the state in which the Shopping Center is located.

11. Starting on the date Licensee first commences the Business under this License and except as otherwise provided in Section 12, Licensee shall indemnify and hold Licensor, its managers, employees, agents, contractors, parents, subsidiaries and affiliates harmless from and against any and all claims, actions, liens, demands, expenses and judgments for loss, damage or injury to property or persons resulting or occurring by reason of the Licensee's construction activities under this License, or in any way connected with, the operation of the Business, or otherwise arising from this License or Licensee's activities hereunder, including all costs, expenses and attorney's fees. Licensee shall also indemnify Licensor for all costs, expenses and attorney's fees incurred by Licensor to enforce this indemnity.

12. Licensor shall not be responsible or liable for, and Licensee hereby expressly waives, any and all claims against Licensor for injury to persons or damage to Licensee's property, regardless of the cause. Licensee's property located anywhere in the Shopping Center shall be there at Licensee's sole risk. Licensor, its agents, independent contractors and employees shall not be liable for, and Licensee waives, all claims for loss or damage to Licensee's Business or damage to persons or property sustained by Licensor or any person claiming by, through or under Licensee resulting from any accident or occurrence anywhere in, on or about the Shopping Center, including, without limitation, claims for loss, theft or damage resulting from: (i) equipment or appurtenances becoming out of repair; (ii) injury done or occasioned by wind or weather; (iii) any defect in or failure to operate, for whatever reason, any sprinkler, heating or air-conditioning equipment, electric wiring or the installation thereof, gas, water or steam pipes, stairs, porches, railings or walks; (iv) broken glass; (v) the backing up of any sewer pipe or downspout; (vi) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or other pipe; (vii) the escape of steam or water; (viii) water, snow or ice boiling upon or coming through the roof, skylight, trap door, stairs, doorways, windows, walks or any other place upon or near the Shopping Center; (ix) the falling of any fixture, plaster, lino, stucco or other material; (x) any act, omission or negligence of other licensees or any other persons or occupants of the Shopping Center or of adjoining or contiguous buildings, or owners of adjacent or contiguous property or the public, or the construction of any private, public or quasi-public work; or (xi) any other cause of any nature. To the maximum extent permitted by law, Licensee agrees to operate its Business within the Shopping Center and use any area, part or portion of the Shopping Center to the extent permitted by this License, at Licensee's own risk.

13. If Licensee (a) fails to perform any of the terms, conditions or covenants of this License after five (5) days prior written notice in the event of monetary failure, and ten (10) days after prior written notice in the event of non-monetary failure; (b) becomes bankrupt or insolvent or files any debtor proceedings, or takes or has taken in any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Licensee's property, or makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement; (c) ceases or fails to operate its Business in the Assigned Location either temporarily or permanently after five (5) days prior written notice, or (d) fails to perform any of the terms, conditions or covenants of any other license agreement in any other shopping center owned (in whole or part) or managed by Licensor or any partner of Licensor, including any parent, subsidiary, affiliate or successor in interest thereof after five (5) days prior written notice; Licensor, besides having the right to immediately revoke this License without serving additional notice to Licensee, shall, subject to applicable state law, have the immediate right to remove Licensee and any persons claiming rights under Licensee and their property from the Shopping Center, lock and bar Licensee and all persons claiming rights under Licensee from doing Business in the Shopping Center, and all other remedies available to Licensor at law and in equity, including but not limited to the recovery of all costs and other sums payable to Licensor under this License. All rights and remedies of Licensor herein or at law are cumulative. Licensee expressly waives any right of defense it may have to claim a merger, and neither the commencement of an action or proceeding nor the settlement of, or entering of judgment for any action or proceeding shall bar Licensor from bringing subsequent actions or proceedings, based upon other or subsequently accruing claims, or based upon claims or events which have previously accrued and not been resolved in any prior action, proceeding or settlement. The parties waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other, regardless of whether such action, proceeding or counterclaim is related to a default under this License Agreement.

14. Licensee shall not sell, assign, mortgage, pledge, sublicense, grant concessions or transfer this License or any interest therein, without Licensor's prior written approval, which may be withheld at Licensor's sole and absolute discretion.

15. Licensor shall have no personal liability with respect to this License. If a breach by Licensor occurs, Licensee shall look solely to the equity of Licensor in the Shopping Center for the satisfaction of Licensee's remedies.

16. Licensor is or may be a party to certain documents, as amended from time to time, with a mortgagee or beneficiary of Licensor, department stores, mall tenants and others. This License is subject and subordinate to all the provisions in those documents, as they may be amended from time to time.

17. This License contains all the covenants, promises, agreements, conditions and understandings between Licensor and Licensee. There are no other agreements, either oral or written, between them other than those set forth in this License.

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DEPARTMENT  
BSM**

**New Park Mall, Newark**

18. If either Licensor or Licensee shall institute any action or proceeding against the other relating to the provisions of this License, then the unsuccessful party in the action or proceeding shall reimburse the successful party for all reasonable expenses and attorneys' fees and disbursements incurred by the successful party.

19. This License shall be governed by, construed, and enforced in accordance with the laws of the state in which the Shopping Center is located. Licensee shall comply with all laws, ordinances, codes, orders and regulations affecting the construction (if any), use, occupancy, alteration, cleanliness, safety and operation of the Assigned Location, which are in force now or later.

20. Licensee's rights under this License shall be at all times subject to the rights of the Licensor in and to the Shopping Center. Said rights of Licensor include, without limitation the right of Licensor to relocate the Assigned Location upon five (5) days prior written notice to Licensee (except in the case of emergency, when such relocation may occur without notice) for any reason, and upon two (2) days prior written notice in the event of construction or renovations at the Shopping Center.

21. Licensee takes the Assigned Location in "as-is" condition, pursuant to Section 27 below. All costs and expenses (including permits or licenses) attributable to any construction by Licensee shall be borne by Licensee. Licensee shall not commence any construction in the Shopping Center prior to the execution of this License or without first obtaining Licensor's approval of the location and design. Design criteria for construction under this License are:

a. If the Assigned Location is a kiosk, the kiosk structure shall be limited to counter units with no overhead obstructions that inhibit the visibility of any mall tenant or business activity in the Shopping Center. Counter units shall not exceed 5'-0" in height.

b. If the Assigned Location is a kiosk, the kiosk structure, if located in an open floor area, shall not be anchored into the floor or other part of the Shopping Center structure. Common area width of 10'-0" minimum shall be maintained on all sides of the kiosk, subject to traffic flow.

c. If the Assigned Location is a kiosk, water service, special HVAC Systems and Fire Sprinkler Protection are not available. HVAC and fire protection systems shall be that which is provided to common areas in the Shopping Center.

d. Design criteria for signing, construction, finish materials, special equipment and, if the Assigned Location is a kiosk, kiosk size shall be evaluated specifically for each Licensee. Licensee shall submit plans and specifications for Licensor's review and approval prior to commencement of construction. Pictures of existing units should be provided.

e. Licensee shall prepare its plans and perform all work to comply with governing statutes, ordinances, regulations, codes and insurance rating boards and apply for and obtain all necessary permits. Licensor's approval of Licensee's plans shall not relieve Licensee of its obligation to complete all work in accordance with the License, nor does Licensor's approval relieve Licensee from complying with laws, rules, regulations and requirements of local governing authorities, nor can Licensor's approval be relied upon by Licensee as verification of the sufficiency of the plans and specifications for any purpose or for compliance with any legal requirement. Certificates of occupancy and waivers of lien from Licensee's contractors, subcontractors and material men shall be filed with Licensor upon completion of work.

f. If the Assigned Location is a kiosk, set up and tear down of kiosks must take place when the Shopping Center is not open for business, unless Licensor has agreed with Licensee otherwise in writing.

g. All alterations, additions and improvements to the Assigned Location shall become upon completion the property of Licensor.

22. If there are any licenses, authorizations or permits required by any governmental agency or authority for the activity permitted under this License, Licensee shall be responsible for obtaining them. Licensee shall not conduct any unlawful activities in or upon any part of the Shopping Center or any part thereof. The consumption or sale of alcoholic beverages in, at or from the Assigned Location shall not be permitted. The sale or marketing of any unlawful goods or services is also prohibited, including the sale or marketing of counterfeit goods or goods or services that otherwise infringe or confuse another party's trademarks, trade dress or other intellectual property rights.

23. This Section 23 shall only apply if the Assigned Location is an in-line location. Licensor has caused or shall cause the necessary mains, conduits and other facilities to be provided to make available (as applicable, water, sewer and electricity (collectively, the "utilities" or individually a "utility")) to the Assigned Location. Licensor has likewise caused or shall cause to be made available a heating and air conditioning system. Licensee agrees to use and pay for the use of such system in the manner prescribed by Licensor. Licensee shall be responsible for all costs and expenses related to the consumption of a utility at the Assigned Location and further Licensee agrees to use and pay for all utilities used in the Assigned Location from and after the Commencement Date. Licensee agrees to that upon Licensor's option, Licensee can be billed directly by the designated utility provider or be billed by Licensor for such use. If a separate meter is provided for utilities, it shall be at Licensee's expense. Licensor shall not be liable to Licensee in damages or otherwise, if the utilities or heating and air conditioning services are interrupted or terminated for any cause. If Licensor does not or elects to discontinue furnishing any utilities or services, as the case may be, to the Assigned Location for any reason, Licensee shall obtain its own utilities or services, as the case may be, to the Assigned Location. If Licensee shall require natural gas for its normal operation, the natural gas utility service shall be available from the local gas company through the mains located in designated areas. All gas work beyond those points shall be arranged for by Licensee with the gas company, and such work shall be approved by Licensor and performed by Licensee at its expense. The parties understand that local gas supplies may be limited, and availability of sufficient gas to service the Assigned Location shall be Licensee's sole responsibility. In all other respects, Licensee takes the Assigned Location in "as-is" condition pursuant to Section 27 herein.

DEAL ID: S0078835

Tenant ID: TNEWAPO01

24. Licensee shall observe all Operating Rules which Licensor may promulgate from time to time, including but not limited to the following: Licensee shall conduct the Business in a careful, safe and proper manner and shall keep the Assigned Location and the area around the Assigned Location in a clean and safe condition in accordance with this License, local ordinances and the directions of the Manager of the Shopping Center and public safety officers. All signage located in, upon, and about the Assigned Location must be approved by Licensor prior to installation or placement. All signs, placards, banners, pennants and other advertising matter shall be prepared in a professional manner. Licensee shall display a sign depicting its approved Trade Name. Licensee shall not display merchandise on or outside the boundaries of the Assigned Location. If the Assigned Location is a kiosk, cart or RMU, all merchandise must be displayed only on the kiosk, cart or RMU and not on the floor or adjacent to the kiosk, cart or RMU. Licensor reserves the right to require Licensee to re-design its merchandise area upon twenty four hour (24) advance notice at Licensee's sole cost and expense in the event the Assigned Location is a cart or RMU, and upon five (5) days advance notice at Licensee's sole cost and expense if the Assigned Location is an in-line space. Neither Licensor nor managing agent shall be responsible for loss of, damage to, and/or theft of Licensee's property. If Licensee shall fail to operate its business during the days and hours set forth herein, in addition to any other remedy available to Licensor under this License Agreement or by law, Licensee shall pay to Licensor as limited damages for such breach a sum equal to \$50 for each hour or portion thereof during which Licensee shall fail to operate. If the Licensee shall fail to operate its business during the required hours then Licensor reserves the right, after providing the applicable notice and cure period pursuant to Section 13, to remove Licensee and Licensee's property from the licensed area and store said property. Licensor shall not be responsible for loss or damage to, and/or theft of Licensee's property during or subsequent to such removal from licensed area. The outside areas around and immediately adjoining the Assigned Location shall be kept clear at all times by Licensee, and Licensee shall not place or permit any obstructions, garbage, refuse, merchandise or displays in such areas. All loading and unloading of goods shall be done only at such times, in the areas and through the entrances designated for that purpose by Licensor. All garbage and refuse shall be kept in the kind of container specified by Licensor, and shall be placed and prepared for collection in the manner and at the times and places specified by Licensor. No loudspeakers, televisions, phonographs, radios, flashing lights or other devices shall be used unless specifically approved by Licensor, which approval may be withdrawn in the sole and absolute discretion of Licensor upon personal delivery of written notice to Licensee or Licensee's employees or agents at the Assigned Location. There shall be no auction, fire, bankruptcy or selling-out sale by Licensee. Licensee shall not carry on any trade or occupation or operate any instrument or equipment which emits any odor or causes any noise discernible to mall tenants, invitees of the Shopping Center or other Licensees. Licensee shall not distribute any handbills or other advertising matter in the Shopping Center or on automobiles parked in the parking areas of the Shopping Center. Licensee and Licensee's employees shall not park their cars in those portions of the parking area designated for customer parking by Licensor. If Licensee or Licensee's employees park in portions of the parking area designated for customer parking, Licensor may, in addition to its other remedies, have the car removed at Licensee's expense. Licensee and Licensee's employees and agents shall maintain a neat and appropriate appearance and dress whenever conducting Business in the Shopping Center. Licensee and Licensee's employees and agents shall not wear jeans, t-shirts or flip-flops while conducting Business in the Shopping Center.

25. This License Agreement shall expire without further notice at the expiration of its specified term. Any holding over by Licensee after expiration of the Term hereof shall not constitute a renewal or extension of the License Agreement or give Licensee any rights in or to the Assigned Location except as expressly provided in this License Agreement. Any holding over after such expiration with the express written consent of Licensor shall be construed to be a license from day to day on the same terms and conditions herein specified insofar as applicable except that Minimum License Fee shall be increased to an amount equal to the Minimum License Fee payable during each day of the last full calendar month of the term hereof. Any holding over without the Licensor's written consent (including any such holdover where the Licensee claims that the Licensor has given oral consent, has consented by conduct, has waived its right to withhold consent, or is estopped from withholding consent) shall constitute only a license at sufferance, terminable by Licensor immediately on delivery of written notice, and during such unconsented holdover, Licensee shall be obligated to pay Licensor daily damages equal to one fifteenth (1/15th) of the Minimum License Fee payable during the last full calendar month of the Lease Term. Licensee shall at the expiration or revocation of this License remove its goods and effects, repair damage caused by such removal and peaceably yield up the Assigned Location clean and in good order, repair and condition, and Licensee shall be responsible for repairing any damage caused during Licensee's occupancy of the Assigned Location. Personal property of Licensee not removed within 48 hours shall become property of Licensor, at Licensor's option.

26. Licensee shall not harm the Shopping Center or any part thereof, commit waste, create nuisance, make any use of the Shopping Center which is offensive in Licensor's sole opinion, nor do any act which would, in Licensor's sole opinion, tend to injure the reputation of the Shopping Center. Licensee shall not make alterations or additions, nor permit the making of holes in the Shopping Center's walls, partitions, ceilings or floors, nor permit the painting or placing of exterior signs, placards or other advertising media, banners, pennants, awnings, serials, antennas, or the like in or about the Shopping Center, without the prior written consent of Licensor. Licensee shall comply with all laws, ordinances, orders and regulations affecting the Business and this License.

27. Licensee has inspected the Assigned Location, and accepts it "as is" with no representation or warranty by Licensor regarding the condition of the Assigned Location or its suitability for Licensee's Business. Licensor has no obligation to repair any part of the Assigned Location unless the obligation is set forth in this License.

28. Licensee shall operate the Business and remain open to the public at all times designated by Licensor. Licensee shall operate the Business in a first class manner and shall operate the Business continuously and uninterrupted while this License is in effect.

29. Licensee shall not cause any hazardous material to be brought upon, stored, kept, used or discharged on or about any part of the Shopping Center.

30. Licensor may enter and/or inspect the Assigned Location at any time.

31. Licensee shall maintain, at its sole cost and expense, the Assigned Location in good condition and make all necessary replacements and repairs to the Assigned Location. In addition to all other remedies of Licensor, if Licensee does not complete its obligations to repair and maintain the Assigned Location or Licensor, in the exercise of its sole discretion, determines that repair or replacement of any portion of the Assigned Location or the Shopping Center is necessary by reason of any act, omission or negligence of Licensee, its agents, employees, guests or customers, then in any such event,

**NEWARK POLICE  
DEPARTMENT  
BSM**

**New Park Mall, Newark**

Licensor may make, but shall not be obligated to make, such repairs without liability to Licensee for any loss or damage that may accrue to Licensee, its merchandise, fixtures, or other property or to Licensee's business by reason of such repair. Upon completion of any such repair, Licensor shall pay upon demand, as an additional License Fee, Licensor's costs for making the repairs together with Licensor's administrative costs related thereto, which amount shall equal 1.5 times the total cost of the repair.

32. Licensee agrees not to suffer any mechanic's lien to be filed against the Shopping Center by reason of any work, labor, services, or materials performed at or furnished to the Assigned Location, to Licensee, or to anyone claiming rights through or under Licensee. Nothing in this License shall be construed as a consent on the part of Licensor or subject Licensor's estate in the Shopping Center to any lien of liability under the lien laws of the state in which the Shopping Center is located.

33. The failure of Licensor to insist upon strict performance by Licensee of any of the conditions, provisions, rules and regulations, and agreements in this License, or to exercise any option, shall not be deemed a waiver of any of Licensor's rights or remedies, and shall not be deemed a waiver.

34. Licensee represents and warrants that it shall keep the provisions of this License confidential and shall not disclose the provisions to a third party. Licensee acknowledges that any breach of this Paragraph by Licensee shall cause Licensor irreparable harm and shall be a default of this License without notice or opportunity to cure, and Licensor shall have the right to pursue any and all remedies available to Licensor under this License, in equity or at law. The terms and provisions contained in this Paragraph shall survive the termination of this License.

35. Licensor shall cause or has caused the necessary facilities to make available a standard phone and telecommunications system to the Assigned Location. Licensee agrees to only use and pay for such phone and telecommunications system provided by Licensor at the Assigned Location.

36. Licensee agrees that any high speed communications equipment used to demonstrate Licensee's goods and services ("Connectivity Equipment") shall only be utilized by Licensee's internal operations within the Assigned Location, that Licensee shall not permit any other party to utilize the Connectivity Equipment nor shall Licensee lease the Connectivity Equipment to any third party or otherwise receive a fee from any third party in connection with the Connectivity Equipment. Except solely for Licensee's own internal operations use within the Assigned Location, no radio or television aerials or other receivers and/or equipment, infrared transmitters/receivers, cabling, telecommunications systems (including but not limited to switching, relay, hub or booster systems) other than the Connectivity Equipment shall be erected or placed within the Assigned Location or on the roof or walls (interior or exterior) of the Assigned Location or the Shopping Center without the written consent of Licensor, which may be withheld in Licensor's sole discretion. If Licensor's consent is not received, anything erected or placed on the roof or elsewhere within the Shopping Center may be removed, without notice, and any damage to the walls or roof or elsewhere within the Shopping Center shall be the responsibility of Licensee.

37. Licensee agrees to allow Licensor to email to Licensee, at the email address noted above, any services, resources or special information that Licensor may provide, or any of same services provided by outside providers who have offered such services to Licensees or occupants of the Shopping Center. Additionally, by signing this License, Licensee agrees to give Licensor the right to use photos of the Licensor's Assigned Location and their business in marketing materials provided by Licensor to others.

**Additional Comments**

**NEWARK POLICE  
DEPARTMENT  
BSM**

**New Park Mall, Newark**

Licensee is responsible for design, build-out and installation of a storefront sign, as well as a cosmetic remodel of the Assigned Location. Storefront signage, layout, all plans, materials, paint colors and store fixtures must follow Licensor's design and construction criteria and must be presented to and approved by Licensor prior to commencement of any work by Licensee in the Assigned Location. In addition, Licensee shall not be allowed to open for business in the Assigned Location until storefront signage (or kiosk or RMU signage, as the case may be) is approved by Licensor and installed by Licensee.

The parties have executed this License made the day and year first above written.

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**Licensee**  
NEWARK POLICE DEPARTMENT

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

\_\_\_\_\_ Date

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**Licensor**

**NEWPARK MALL, LP**

By: **Newpark GP, LLC, its general partner**

By: \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_ Date

If Licensee is a CORPORATION, an authorized officer must sign on behalf of the corporation and indicate the capacity in which he/she is signing. The License must be executed by the president or vice-president, unless the bylaws or a resolution of the board of directors shall otherwise provide, in which event, the bylaws or a certified copy of the resolution, as the case may be, must be attached to this License. Also, the appropriate corporate seal must be affixed.

**G.1 Claim of Bernadette Jolivet – from City Clerk Harrington.**

**(MOTION)**

**Background/Discussion** – On March 18 2014, the City received an amended claim from Bernadette Jolivet for an unspecified amount alleging bodily injury due to tripping on an uneven sidewalk.

The claim and all relevant information were forwarded to ABAG Plan, the City's insurance administrator, who recommends that it be denied.

**Attachment** - None

**Action** - It is recommended that the City Council, by motion, deny the claim and authorize staff to inform the claimant of such denial.

**I.1 Consideration of City Council's summer meeting recess during the month of August 2015 – from Mayor Nagy. (MOTION)(RESOLUTION)**

**Background/Discussion** – Since 1994 the City Council has approved a summer meeting recess during the month of August. This is because of the lack of any major City business during August and because several Council Members plan vacations during that month. Mayor Nagy would like the City Council to consider a summer recess again this year during August for the same reasons.

The City Council may authorize the City Manager, or his designee, to approve any administrative matters that might occur during the month of August that cannot be deferred until September for City Council action. The general types of administrative matters that might require action are:

- Acceptance of completion of work on City projects
- Approval of agreements as needed for budgeted projects and services
- Approval of plans and specifications
- Award of contracts for budget projects
- Denial of claims

The City Manager would report all such actions taken during the month of August to the City Council at the first regular meeting in September.

**Attachment**

**Action** - It is recommended that the City Council, by motion, approve a City Council summer meeting recess during the month of August 2015 and, by resolution, authorize the City Manager, or his designee, to take action on certain administrative matters on behalf of the City of Newark during the recess.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AUTHORIZING THE CITY MANAGER, OR HIS  
DESIGNEE, TO ACT UPON CERTAIN ADMINISTRATIVE  
MATTERS ON BEHALF OF THE CITY OF NEWARK DURING  
THE CITY COUNCIL SUMMER MEETING RECESS  
AUGUST 2015

WHEREAS, the City Council of the City of Newark will be in recess during the month of August 2015; and

WHEREAS, during said City Council recess, certain administrative matters must be acted upon;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby authorizes the City Manager, or his authorized designee, to act upon these administrative matters during the City Council's meeting recess August 2015, which should not be deferred until the next regularly scheduled meeting of the City Council on September 10, 2015, administrative matters such as:

- Acceptance of completion of work on City projects
- Approval of agreements as needed for budgeted projects and services
- Approval of plans and specifications
- Award of contracts for budgeted projects
- Denial of claims

BE IT FURTHER RESOLVED that all actions taken by the City Manager, or his authorized designee, pursuant to this resolution, shall be reported to the City Council after the recess.

L. Appropriations



City of Newark

MEMO

DATE: April 15, 2015  
TO: City Council  
FROM: Sheila Harrington, City Clerk *S.H.*  
SUBJECT: Approval of Audited Demands for the City Council Meeting of April 23, 2015.

**REGISTER OF AUDITED DEMANDS**

Bank of America General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
April 3, 2015	Pages 1-2	104367 to 104437	Inclusive
April 10, 2015	Pages 1-2	104438 to 104484	Inclusive



City of Newark

RECEIVED  
APR 16 2015

CITY CLERK

MEMO

**DATE:** April 15, 2015  
**TO:** Sheila Harrington, City Clerk  
**FROM:** Susie Woodstock, Administrative Services Director *SW*  
**SUBJECT:** Approval of Audited Demands for the City Council Meeting of April 23, 2015.

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

Final Disbursement List. Check Date 04/03/15, Due Date 04/13/15, Discount Date 04/13/15. Computer Checks.  
Bank 1001 BANK OF AMERICA

WICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
104367	7922	AARP ATTN ANNETTE PAREDES	04/03/15	175.00	MATURE DRIVING COURSE
104368	332	ADAMSON POLICE PRODUCTS PROFESSIONAL POL	04/03/15	7,880.70	AMMUNITION
104369	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	04/03/15	1,679.80	PAYROLL PREMIUMS
104370	1774	AIRGAS USA, LLC	04/03/15	43.61	FY14-15 WELDING SUPPLIES
104371	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	04/03/15	2,050.08	FIRE TRUCK SERVICE & REPAIRS
104372	100	ARC DOCUMENT SOLUTIONS	04/03/15	24.53	PUBLIC WORKS TRIPPLICATE FORM
104373	11209	ASSOCIATED RIGHT OF WAY SVCS	04/03/15	455.00	CONSULTING AND APPRAISALS
104374	346	AT&T	04/03/15	96.16	ANNUAL TELECOM FY2014-15
104375	147	AT&T MOBILITY	04/03/15	1,970.79	CELL SVC FOR MDT'S
104376	134	BATTERY SYSTEMS	04/03/15	537.72	FY14-15 VEHICLE BATTERIES
104377	4534	BAY AREA BARRICADE SERVICE INC	04/03/15	948.30	STREETS SUPPLIES
104378	3046	BEELINE GLASS CO INC	04/03/15	2,855.20	GLASS DOOR REPAIR AT SILLIMAN
104379	2676	BOLLINGER ASA INSURANCE PLANS P O BOX 39	04/03/15	300.00	LIABILITY PLAN
104380	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	04/03/15	920.00	FY14-15 PARK HIGH LIGHT REPAIRS
104381	685	CALIFORNIA PARK & RECREATION SOCIETY	04/03/15	1,825.00	AGENCY MEMBERSHIP DUES FOR FY 2015-2016
104382	9572	ELSA CERVANTES	04/03/15	724.53	ICE CHILD ABUSE TRAINING Reinstated from
104383	1380	CHRIST COMPANY	04/03/15	3,410.50	PL36 THERMOPLASTIC ST STRIPING
104384	10050	COMCAST	04/03/15	92.11	CABLE
104385	10649	EDUARDO GARZA	04/03/15	1,000.00	PERFORMANCE BOND REX
104385	10793	JOHNQUE LEE	04/03/15	100.00	EDAY DEPOSIT RTN
104387	10793	LLEN EKDAHL	04/03/15	100.00	EDAY DEPOSIT RTN
104388	69	THE GOODYEAR TIRE & RUBBER CO	04/03/15	2,402.76	FY14-15 TIRE PURCHASES (MARCH-JUNE)
104389	10784	DUNE DE LECX	04/03/15	345.00	VIDEO SERVICES
104390	7631	DELTA DENTAL	04/03/15	6,574.39	PAYROLL PREMIUMS
104391	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	04/03/15	484.25	PAYROLL PREMIUMS
104392	7183	DEMARAY'S GYMNASTICS ACADEMY	04/03/15	427.70	RECREATION CONTRACT
104395	1478	EAST BAY REGIONAL PARK DISTRICT ACCOUNTS	04/03/15	13,023.45	PROJECT 1029: MOWRY SCHOOLHOUSE DEMOLITION
104394	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	04/03/15	606.23	PAYROLL PREMIUMS
104395	10216	THE FIBER GROUP, LLC	04/03/15	6,724.76	FY14-15 CW PLAYGROUND RESURFACING
104396	1733	FIRST BAPTIST CHURCH	04/03/15	80.00	PAYROLL CONTRIBUTION
104397	5105	CITY OF FREMONT FINANCIAL SERVICES OFFIC	04/03/15	73,753.79	MCTS CONTRIBUTION
104398	11112	FREMONT DEL GRANDE INC	04/03/15	62,645.06	DEALERSHIP INCENTIVES
104399	7783	GOLDEN WEST TRAVEL INC	04/03/15	650.00	SENIOR TRIP TRANSPORTATION
104400	3638	MARK GOTHARD	04/03/15	3,732.55	RECREATION CONTRACT
104401	10707	GYM DOCTORS	04/03/15	761.49	FITNESS EQUIPMENT MTC
104402	11219	AFRIL HARRIS	04/03/15	162.00	RECREATION CONTRACT
104402	2268	HORSCIENCE INC	04/03/15	271.85	WALNUT ST. TREE CONSULTATION
104404	10563	HOSE & FITTING ETC	04/03/15	10.27	FY14-15 HYDRAULIC HOSES, PARTS, REPAIR
104405	10192	JOHN DEERE LANDSCAPES, INC/LESKO	04/03/15	153.89	FY14-15 IRRIGATION SUPPLIES
104406	5582	RICHARD JOHN	04/03/15	262.00	RECREATION CONTRACT
104407	6009	JT2 INTEGRATED RESOURCES CORPORATE ACCOU	04/03/15	3,303.47	WORKERS COMP ADMIN FEES
104408	5059	KIDZ LOVE SOCCER	04/03/15	6,913.20	RECREATION CONTRACT
104409	1459	KING COVERS OF FREMONT	04/03/15	3,000.00	REUPHOLSTER HQ LOBBY COUCHES DEPOSIT AP#
104410	9904	CYNTHIA K KIRBY	04/03/15	300.00	POLYGRAPH TEST SERVICES FOR POLICE SERVI
104411	6122	JOHN KOVACE	04/03/15	78.97	BICYCLE HELMETS
104412	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	04/03/15	456.30	EMPLOYEE ASSISTANCE PROGRAM FEE
104413	9029	MEYERS NAVE REBACK SILVER & WILSON	04/03/15	225.00	LITIGATION SERVICES
104414	10886	MONISERVICES, LLC ATTN: BILLING DEPT.	04/03/15	1,034.94	BUSINESS LICENSE DISCOVERY
104415	1733	NEWARK BETTERMENT CORPORATION	04/03/15	371.88	PAYROLL CONTRIBUTION
104416	324	NEWARK CHAMBER OF COMMERCE	04/03/15	70.00	FEBRUARY 19 CHAMBER LUNCH
104417	10639	NEWARK TRAVEL SERVICES	04/03/15	452.20	AIRFARE

Final Disbursement List. Check Date 04/03/15, Due Date 04/13/15, Discount Date 04/13/15. Computer Checks.

Bank 1001 BANK OF AMERICA

MIQR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
104418	10091	NOWFORMS INTERNATIONAL, INC NOWFORMS DIV	04/03/15	180.94	AP CHECK STOCK
104419	349	PACIFIC GAS & ELECTRIC	04/03/15	17,103.88	FY14-15 STREET/TRAFFIC LIGHT ENERGY
104420	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	04/03/15	299.00	FY14-15 PEST CONTROL
104421	2460	PERS LONG-TERM CARE PROGRAM	04/03/15	67.34	PAYROLL PREMIUMS
104422	11203	R. F. MACDONALD	04/03/15	7,460.00	PREVENTATIVE MAINTENANCE ON BOILERS
104423	107	RAISY'S SUPERSTORES IN STORE CHARGE-ACCT	04/03/15	253.49	PROGRAM EXPENSES
104424	7883	RENKE SLOAN HOLTZMAN SAKAI LLP	04/03/15	315.00	LEGAL ADVICE FEES
104425	11074	REYAN & TUCKER LLP	04/03/15	3,361.00	LITIGATION AND CONSULTING
104426	3436	AMERICAN RIVER COLLEGE C/O SRPSTC	04/03/15	105.00	PATROL POST TRAINING
104427	654	SFPUC-WATER DEPARTMENT CUSTOMER SERVICE	04/03/15	2,878.05	FY14-15 HST KITCHY RENT
104428	5164	SAN MATEO REGIONAL NETWORK INC SMCN.COM	04/03/15	170.00	SPAM AND VIRUS FILTER SERVICE
104429	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	04/03/15	138.00	PAYROLL WITHHOLDING
104430	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	04/03/15	150.00	PAYROLL WITHHOLDING
104431	10804	STEVENS CREEK CTD	04/03/15	2,493.66	VEHICLE REPAIR
104432	5246	Turf Star Inc	04/03/15	480.17	FY14-15 MOWER & AMT PARTS
104433	9751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	04/03/15	348.98	PAYROLL PREMIUMS EJ246925
104434	3623	VERIZON WIRELESS	04/03/15	629.79	CELLULAR SERVICE & EQUIPMENT FY2014-15
104435	3623	AMERICAN MESSAGING	04/03/15	23.11	PAGER SVC Reinstated from claim# 117208
104436	143	WILCO SUPPLY P O BOX 3047	04/03/15	18.40	FY14-15 LOCKS & SUPPLIES
104437	3243	ZEMAR INDUSTRIES INC	04/03/15	335.54	STREET SIGNS AND HARDWARE
Total				233,813.00	

Final Disbursement List. Check Date 04/10/15, Dns Date 04/20/15, Discount Date 06/20/15. Computer Checks.  
 Bank 1301 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
104438	9723	A-1 SEPTIC TANK SERVICE INC	04/10/15	530.00	FY14-15 SEPTIC TANK SERVICE
104439	10223	LEXISNEXIS RISK DATA MANAGEMENT INC	04/10/15	430.50	BACKGROUND CHECKS
104440	11094	ACME AUTO LEASING, LLC	04/10/15	1,909.44	ARMORED RESCUE VEH LEASE APRIL 2015
104441	10138	KEITH ADAMS	04/10/15	600.00	RESERVE UNIT ALLOWANCE
104442	332	ADAMSON POLICE PRODUCTS PROFESSIONAL POL	04/10/15	4,376.98	MISCELLANEOUS PURCHASES
104443	8895	ALAMEDA COUNTY ENVIRONMENTAL HEALTH	04/10/15	3,035.00	ANNUAL INSPECTIONS CUPA
104444	5821	ALL CITY MANAGEMENT SERVICES, INC	04/10/15	3,099.38	CROSSING GUARD SVCS
104445	381	BAY AREA YEMO GROUP EAST BAY	04/10/15	606.06	LEGAL ADS
104446	3046	SEELINE GLASS CO INC	04/10/15	450.00	GLASS DOOR REPAIR AT SILLINAN
104447	9025	SEDDLE CONSULTING GROUP INC	04/10/15	245.00	OPAC PLUS SERVICE PLAN RENEWAL - ONE YEA
104448	3751	BRYAN COBE	04/10/15	111.50	PARKING & MILEAGE REIMB
104449	10060	CONCAST	04/10/15	85.63	CABLE FOR SERVICE CENTER
104450	11076	CRIME SCENE CLEANERS INC	04/10/15	55.00	OFFICER UNIFORM DAMAGE
104451	10650	RAYMOND JUSTIN MONDOZA SANTOS	04/10/15	133.00	REFUND BUSINESS LIC & OCCUPATION PERMIT
104452	10650	FRANS CONSTRUCTION, INC.	04/10/15	41.00	REFUND DUPLICATE PAYMENT
104453	10650	ARTURO GONZALEZ	04/10/15	643.00	REFUND FOR PERMIT CANCELLATION
104454	10650	LITTLEFIELD BRAND DEVELOPMENT ALICIA COL	04/10/15	3,300.00	REFUND FOR PERMIT
104455	41	DALE HARDWARE	04/10/15	596.57	MISC. SUPPLIES
104456	11250	DAMAGE INC BAZADI.COM	04/10/15	4,068.06	EQUIP REPLACEMENT APPROVAL 2015-6, AIR H
104457	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	04/10/15	256.00	FINGERPRINTING FEB ANNUAL PURCHASE ORDER
104458	11081	DIVISION OF STATE ARCHITECT ACTN: SB 118	04/10/15	511.71	CA STATE CASP FEE SB1186
104459	11132	SEAN ERIKSEN	04/10/15	200.00	TASER RECERTIFICATION COURSE
104460	10642	PASTORAL COMPANY	04/10/15	27.61	FY14-15 HARDWARE & FASTENERS
104461	3558	JAY PEJARENG	04/10/15	289.28	ANIMAL CONTROL UTILITY UNIFORM
104462	1120	FORENSIC ANALYTICAL SCIENCES, INC	04/10/15	689.00	LAP TESTS
104463	5136	CITY OF FREMONT FINANCIAL SERVICES OFFIC	04/10/15	653.43	UB EQUIP DAMAGE
104464	11157	JASON GERIANO	04/10/15	600.00	RESERVE UNIT ALLOWANCE
104465	1591	PHILIP F HOLLAND	04/10/15	600.00	RESERVE UNIT ALLOWANCE
104466	7593	BRUCE HONGROFT	04/10/15	600.00	RESERVE UNIT ALLOWANCE
104467	7964	KYORR SYSTEMS INC	04/10/15	3,276.54	POOL MTC
104468	768	ALAN LEWIS	04/10/15	90.95	K9 ELECTRIC SLEEVE COVER
104469	6596	CHOMMAN LOIE	04/10/15	708.72	POST MGMT TRAINING
104470	80	LYNNE PEAVEY COMPANY	04/10/15	108.76	EVIDENCE SUPPLIES
104471	11205	MARINA SEPEDA TRI COUNTY BLDG MAINT	04/10/15	16,392.80	FY14-15 JANITORIAL SERVICES
104472	7618	NETLIFE SRC	04/10/15	1,925.96	PAYROLL DEDUCTION - APRIL PREMIUM
104473	7799	MORGAN ENVIRONMENTAL SERVICE INC	04/10/15	5,806.33	FY14-15 HAZARDOUS WASTE PICK-UP
104474	10986	MUNISERVICES, LLC ATTY: BILLING DEPT.	04/10/15	332.55	BUSINESS LICENSE DISCOVERY
104475	10136	OFF-SITE RECORDS MANAGEMENT LLC	04/10/15	247.50	RECORDS DESTRUCTION
104476	329	PRECENIX GROUP INFORMATION SYSTEMS	04/10/15	137.80	PARKING CITATION PROGRAM
104477	1317	RONALD POSADAS	04/10/15	228.93	TRAVEL REIMB FOR RCPL COURSE
104478	3674	PRIORITY 1 PUBLIC SAFETY EQUIPMENT INSTA	04/10/15	112.21	VEHICLE CHANGE OVER
104479	4346	QUALITY SIGN & BANNER	04/10/15	3,750.96	SIGNS
104480	5623	VERIZON WIRELESS	04/10/15	3,456.69	PD CELLULAR SVC
104481	5623	AMERICAX MESSAGING	04/10/15	23.11	PAGER SVC
104482	11160	VIEWU	04/10/15	2,969.84	TCX PCMC PURCHASE
104483	3307	WHAT'S HAPPENING	04/10/15	157.50	AD
Total				72,912.20	

Final Disbursement List, Check Date 04/10/15, Due Date 04/20/15, Discount Date 04/20/15, Computer Checks.  
 Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
104484	10887	VINCENT KIMBROUGH	04/10/15	1,199.50	FBI HOSTAGE NEGOTIATIONS TRAINING
		Total		1,199.50	

**M.1 Closed session for conference with Labor Negotiators pursuant to California Government Code Section 54957.6. Agency designated representatives: Human Resources Director Abe and Community Development Director Grindall; Employee Groups: the Newark Police Association, the Newark Association of Miscellaneous Employees; City Officials and the Management, Supervisory, and Professional Employee Group; and the Confidential Employee Group – from City Attorney Benoun and Human Resources Director Abe.**

**Background/Discussion** – The City Attorney has requested a closed session to discuss labor negotiations.

**M.2 Closed Session for Conference with Legal Counsel pursuant to Government Code Section 54956.9(a), Anticipated Litigation (6 cases) – from City Attorney Benoun.**

**Background/Discussion** – The City Attorney has requested a closed session to discuss anticipated litigation (6 cases).