

CITY OF NEWARK CITY COUNCIL

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

Newark Pavilion
6430 Thornton Avenue, Hall 1
7:30 p.m.

AGENDA

Thursday, February 12, 2015

This meeting will be held at the Newark Pavilion, 6430 Thornton Avenue, Hall 1 beginning at 7:30 p.m.

A. ROLL CALL

B. MINUTES

- B.1 Approval of Minutes of the regular City Council meeting of Thursday, January 22, 2015. (MOTION)**

C. PRESENTATIONS AND PROCLAMATIONS

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

- E.1 Hearing to consider: (1) adopting a resolution making certain findings and approving an Initial Study and Mitigated Negative Declaration (E-14-44); and (2) adopting a resolution approving ASR-14-45, an Architectural and Site Plan Review, for a commercial laundry facility (Mission Linen Supply) to be located at 6590 Central Avenue (APN: 92A-2165-13-1) – from Assistant City Manager Grindall. (RESOLUTIONS-2)**

- E.2 Hearing to consider: (1) A resolution making certain findings and adoption of an Initial Study and Mitigated Negative Declaration; (2) Introduction of an ordinance amending Title 17 (Zoning) of the Newark Municipal Code, Section 17.44.010 “Zoning Map” by rezoning all that real property shown on Vesting Tentative Map 8212 (APN: 92A-775-46) from R6000 (Single Family Residential) to LDR-FBC (Low Density Residential-Form Based Code); (3) A resolution approving Vesting Tentative Map 8212; and (4) A resolution for a planned unit development, and a conditional use permit, for a 77 lot single-family residential subdivision at 36120 Ruschin Drive – from Assistant City Manager Grindall. (RESOLUTIONS-3)(INTRODUCTION OF ORDINANCE)**

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 Acceptance of contract with New Image Landscape Company for Park and Landscape Maintenance Services Project 1007B – from Maintenance Supervisor Carey. (RESOLUTION)**

- F.2 Approval of the allocation of anticipated Community Development Block Grant Jurisdiction Improvement Project Funds for Fiscal Year 2015-2016 – from Assistant Planner Jimenez and Assistant City Manager Grindall. (MOTION)**

- F.3 Authorization for the Mayor to sign an agreement with Joel Nelson Productions, Inc., for the 2015 Music at the Grove Program – from Recreation and Community Services Director Zehnder. (RESOLUTION)**

- F.4 Approval of an agreement for legal services with Silver & Wright, LLP – from Assistant City Manager Grindall and City Attorney Benoun. (RESOLUTION)**

- F.5 Approval of specifications, acceptance of bid, and award of agreement to Staples Contract and Commercial, Inc. for Silliman Activity and Family Aquatic Center Meeting Room Replacement Tables – from Recreation and Community Services Director Zehnder. (RESOLUTION)**

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

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

- J.1 Resolution of the City of Newark acting as the Successor Agency to the Newark Redevelopment Agency adopting and endorsing the Recognized Obligation Payment Schedule for the period of July to December 2015 (ROPS 15-16A) – from Administrative Services Director Woodstock.**
(RESOLUTION)

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

M. CLOSED SESSION

N. ADJOURNMENT

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

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



CITY OF NEWARK CITY COUNCIL

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Newark Pavilion
6430 Thornton Avenue Hall 1
7:30 p.m.

AGENDA

Thursday, February 12, 2015

CITY COUNCIL:

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

CITY STAFF:

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

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

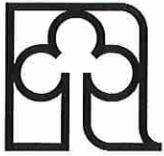
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|-------------------------------------|-------------------------|
| A. ROLL CALL | I. COUNCIL MATTERS |
| B. MINUTES | J. SUCCESSOR AGENCY |
| C. PRESENTATIONS AND PROCLAMATIONS | TO REDEVELOPMENT AGENCY |
| D. WRITTEN COMMUNICATIONS | K. ORAL COMMUNICATIONS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

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

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

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

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



CITY OF NEWARK CITY COUNCIL

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

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

Minutes

Thursday, January 22, 2015

A. ROLL CALL

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

B. MINUTES

B.1 Approval of Minutes of the regular City Council meeting of Thursday, January 8, 2015.

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

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Proclaiming February Teen Dating Violence Awareness and Prevention Month.

Mayor Nagy presented the proclamation to Dr. Yasi Safina-Davis of Safe Alternatives to Violent Environments (SAVE).

C.2 Presentation by Safe Alternatives to Violent Environments (SAVE).

Dr. Yasi Safina-Davis of Safe Alternatives to Violent Environments (SAVE) discussed the mission and services provided by SAVE.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORTS

Council Member Freitas 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 resolutions. The motion passed, 5 AYES.

CONSENT

- F.1 Approval of a Retention of Services Agreement with Renne Sloan Holtzman Sakai LLP to provide labor negotiation consulting services.**
RESOLUTION NO. 10308
CONTRACT NO. 15002
- F.2 Approval of sponsorship of the Chamber of Commerce's 2015 Summerfest, Octoberfest, and Tri-City Motor Rally to promote recycling in Newark and amendment to the 2014-2016 Biennial Budget for Recycling Promotion Sponsorships.**
RESOLUTION NO. 10309

NONCONSENT

- F.3 Amendment of the 2014-2016 Biennial Budget and Capital Improvement Plan and Update to the Year-end Fund Balance Policy and Procedures.**
RESOLUTION NO. 10310-10311

Administrative Services Director Woodstock outlined the amendments for both years of the Biennial Budget, the change to the Fund Balance Policy and an updated 5-Year Forecast.

In response to Council Member Hannon, Administrative Services Director Woodstock stated that the equipment replacement needs vary from year to year.

Vice Mayor Collazo moved, Council Member Hannon seconded to by two separate resolutions, 1. Amend the 2014-2016 Biennial Budget and Capital Improvement Plan for Fiscal Years 2014-2015 and 2015-2016; and 2. Approve the Year-End Fund Balance Policy and Procedures. The motion passed 5, AYES.

- F.4 Authorization to fund the Other Post-Employment Benefits Trust Fund.**
RESOLUTION NO. 10312

Administrative Services Director Woodstock stated that the City Council previously approved the California Employers' Retiree Benefit Trust Fund (CERBT) contract. This contract allowed for the creation of a trust fund for the future liabilities of the costs of Other Post-Employment Benefits (OPEB).

Administrative Services Director Woodstock recommended that the City Council begin funding the Annual Required Contribution, to deposit a one-time lump sum of

one million dollars (\$1,000,000), and to opt to invest in an Asset Allocation Strategy. This offers the best rate of return and the OPEB future liability will be approximately 35 percent funded.

In response to Council Member Bucci, Administrative Services Director Woodstock stated that each year the rate of return on the account will be calculated and will be added to the trust.

Mayor Nagy complimented staff for addressing the OPEB liabilities.

Vice Mayor Collazo moved, Council Member Bucci seconded to, by resolution, authorize funding the California Employers' Retiree Benefit Trust Fund in an amount equal to the Annual Required Contribution plus a one-time lump sum deposit of one million dollars, and to opt to invest in Asset Allocation Method (Strategy 1). The motion passed, 5 AYES.

F.5 Approval of Draft Housing Element Update and authorization to transmit the Draft Housing Element Update to the State Department of Housing and Community Development for their review and approval.

MOTION APPROVED

Assistant City Manager Grindall stated that the Housing Element of the General Plan is updated periodically and certified by the State of California. The Housing Element purpose is to support the vision of assuring the provision of safe, decent, affordable housing for Newark residents.

After the State Department of Housing and Community Development reviews the Draft Housing Element, the Element will be presented to the Planning Commission and City Council for approval in March.

Assistant City Manager Grindall noted that the Housing Element does not require the construction of affordable housing; the State requires that the City have room should someone want to build affordable housing.

In response to Council Member Bucci, Assistant City Manager Grindall stated that zoning changes would occur as projects are brought to the City Council for consideration.

Council Member Bucci stated that he attended a housing presentation that showed a ratio of low wage workers to housing units available and Newark ranked last in Alameda County. He stated he would like to see that improve.

Vice Mayor Collazo stated that she hoped more affordable housing for seniors would be developed.

Council Member Hannon requested the following changes to the Housing Element:

- Page H20 broaden the definition of rooms.
- Page H31 clarify the market rate housing versus the affordable housing units for the SHH Project.
- Page H42 clarify that when the Second Chance shelter reaches capacity, the homeless are referred to other local services.

Richard Dominguez stated that affordable housing is a nationwide problem. He did not think that there was a solution to save all the homeless and that the City could not handle it alone.

Angela Akridge stated that she read in the Housing Element the need to add large homes for diversity. She also referenced the table on page H32 showing an above moderate greater than 120% need for 423 homes. She requested clarification on these two matters.

Assistant City Manager Grindall stated that diversity refers to a diverse mix of housing types, not ethnicity. He noted that the City is not required to meet any obligations, even in terms of accommodating anything higher than low income housing. Staff supports a balanced approach with a wide range of housing types.

Council Member Freitas moved, Vice Mayor Collazo seconded to, by motion, approve the Draft Housing Element Update and authorize staff to transmit the Draft Housing Element Update to the State Department of Housing and Community Development for their review and approval. The motion passed, 5 AYES.

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

- I.1** Mayor Nagy announced that the February 12 City Council meeting will be held at the Newark Pavilion, to accommodate the anticipated large turnout.

Mayor Nagy requested that people pray for Planning Commissioner Janet Drews. The entire City Council wished Ms. Drews well.

- I.2** Vice Mayor Collazo encouraged the public to shop in Newark.

I.3 Council Member Freitas congratulated the Police Department for the recent pedestrian safety operation. Mayor Nagy noted that the operation resulted in 52 citations and 40 warnings. He stated that there was no excuse for not stopping.

I.4 Council Member Bucci announced that the Newark Relay for Life planning committee will meet at 6:30 p.m. on the second Wednesday of each month at the Newark library. He encouraged anyone who would like to participate, to attend the meetings.

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

K. ORAL COMMUNICATIONS

K.1 Richard Dominguez stated that he loves the new development on Cedar Boulevard. He requested residential only parking for the existing homes. He stated that the businesses on Cedar Boulevard are an eyesore and need to be cleaned up.

K.2 Angela Akridge asked if there have been any improvements as a result of the Police Department pedestrian safety operation. She questioned the cost of operation. She shared her experiences walking and bicycling in the City.

Mayor Nagy stated that public safety was the most important part of the operation.

L. APPROPRIATIONS

City Clerk Harrington read the Register of Audited Demands: Check numbers 103519 to 103693.

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

M. CLOSED SESSION

M.1 Closed Session for Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1), Existing Litigation, Citizens Committee to Complete the Refuge v. City of Newark et al., Alameda County Superior Court Case No. RG10530015 – from City Attorney Benoun and Assistant City Manager Grindall.

At 8:43 p.m. the City Council recessed to closed session.

At 8:52 p.m. the City Council convened in closed session.

At 10:32 p.m. the City Council reconvened in open session with all Council Members present.

No reportable actions were taken by the City Council for items M.1 through M.4.

For Closed Session M.5, the City Council gave direction to staff to initiate four actions. City Attorney Benoun advised that the actions, the defendants, and the other particulars will be disclosed once litigation is formally commenced, to any person upon inquiry, unless to do so would jeopardize the City's ability to effectuate service of process on one or more unserved parties or if disclosure at that time would jeopardize the City's ability to conclude settlement negotiations, if any.

- M.2 Closed Session for Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1), Existing Litigation, Citizens Committee to Complete the Refuge v. City Council of the City of Newark et al., Alameda County Superior Court Case No. RG14709701 – from City Attorney Benoun and Assistant City Manager Grindall.**

- M.3 Closed Session for Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1), Existing Litigation, City of Newark v. Olga E. Mullins, Alameda County Superior Court Case No. RG14729095 – from City Attorney Benoun and Assistant City Manager Grindall.**

- M.4 Closed Session for Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1), Existing Litigation, City of Newark v. Adeline Caldeira et al., Alameda County Superior Court Case No. RG14729098 – from City Attorney Benoun and Assistant City Manager Grindall.**

- M.5 Closed Session for Conference with Legal Counsel pursuant to Government Code Section 54956.9(a), Anticipated Litigation (4 cases) – from City Attorney Benoun and Assistant City Manager Grindall.**

N. ADJOURNMENT

At 10:32 p.m. Council Member Bucci moved, Council Member Hannon seconded, to adjourn the regular City Council meeting. The motion passed, 5 AYES.

**E.1 Hearing to consider: (1) adopting a resolution making certain findings and approving an Initial Study and Mitigated Negative Declaration (E-14-44); and (2) adopting a resolution approving ASR-14-45, an Architectural and Site Plan Review, for a commercial laundry facility (Mission Linen Supply) to be located at 6590 Central Avenue (APN: 92A-2165-13-1) – from Assistant City Manager Grindall.
(RESOLUTIONS-2)**

Background/Discussion – Mission GoldRush, LLC, has made an application to construct an 118,390 square foot commercial laundry facility (Mission Linen Supply) at 6590 Central Avenue (the former Guardian Packaging/American National Can/Alcan/Pechiney site). This property has both a zoning and General Plan designation of General Industrial. A commercial laundry facility is permitted in this district. This review is for the building design and overall site layout.

Mission Linen Supply (MLS) rents textiles such as bed sheets, gowns, tablecloths, napkins, towels, and uniforms. Delivery trucks will pick up soiled textiles from their customers (while dropping off clean product) return to the plant where they are counted, sorted, washed, dried, ironed, folded, and staged. The textiles are ultimately loaded back on to the delivery truck for the next day's deliveries.

Project Design

All existing structures on-site will be demolished except for the easternmost tilt-up concrete building at 37707 Cherry Street. This building will be retained for leasing to others as a warehouse or other permitted use in the MG Zoning District.

On the portion of the property fronting Central Avenue, the proposal is for a light industrial building of typical tilt-up construction. The building would have an approximate footprint of 109,046 square feet and a second floor mezzanine around 9,344 square feet. A secondary structure with a footprint of 3,168 square feet is proposed to house the company's fleet maintenance operations. The net increase in usable building floor area for the entire project is only 41,007 square feet.

The Central Avenue façade consists of a two-story storefront framed with an articulated surface of accent color, with the balance as tilt-up concrete utilizing a three-color paint scheme. The main entry is set off from the employee entry by a feature that frames and overhangs the main entry. Mission Linen's facilities typically utilize a three color scheme consisting of light tan, darker tan, and a red accent. Additionally, typical reveals are added to the tilt-up walls to provide shadow lines to help break up the surface.

A solid screen wall will shield the truck yard from Central Avenue along with appropriate landscaping.

Environmental Determination

The Initial Study/Mitigated Negative Declaration was prepared for this project by Mr. Jerry Haag, Urban Planner. The key issues analyzed were aesthetics, agricultural and forestry resources, air

quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, transportation/traffic, and utilities and service systems.

Of these 17 issues, the Initial Study found that the only new potentially significant impacts resulting from this project would include air quality/greenhouse gas emissions, hazards and hazardous materials, and transportation/circulation. These represent project-specific impacts that are specific to the location of the project site and the development proposed by the project. The study details the mitigation measures necessary to reduce these impacts to less-than-significant, which will be required as part of the project's approval.

In Section 3 (*Air Quality*) of the Attachment to the Initial Study, it is noted that construction activities, particularly during site preparation and grading, would temporarily generate fugitive dust in the form of particular matter and fine particulate matter. The Bay Area Air Quality Management District (BAAQMD) CEQA Air Quality Guidelines consider these impacts to be less-than-significant if best management practices are employed to reduce these emissions. Mitigation Measure AIR-1 in the Attachment would implement the BAAQMD-recommended best management practices and will be required as a condition of approval.

Emissions from natural gas combustion for all pollutants and sources were calculated using U.S. EPA emission factors for natural gas combustion, except for the boilers which employ a different standard. As proposed, future natural gas emissions from this project, at the maximum output capacity of the equipment could exceed the BAAQMD significance threshold and would be considered potentially significant. However, based on how Mission Linen actually operates (which is not at maximum output of equipment) the BAAQMD significance thresholds would not be exceeded. As such, Mitigation Measure AIR-2 was developed to require a plan to monitor and record natural gas usage to compare with the anticipated usage projections. The project shall be limited in natural gas consumption per year to remain at or below the significance threshold for stationary sources.

Section 7 (*Greenhouse Gas Emissions*) notes that, at maximum condition, the Greenhouse Gas (GHG) emissions would exceed the BAAQMD threshold and would be considered potentially significant. However, as with natural gas, the operational output from Mission Linen reduces this impact to less than significant. Mitigation Measure GHG-1 will require the applicant to develop a GHG Reduction Plan for the City to review and approve prior to the issuance of any building permit. Required elements of this plan are detailed in Section 7.

Section 8 (*Hazards and Hazardous Materials*) states that the demolition of the existing building could release lead based paint particles and asbestos containing materials into the atmosphere. This could be a potentially significant impact and will be reduced to a less-than-significant level by a licensed contractor first determining if lead paint or asbestos are on the site. If found in quantities at or above actionable levels, the materials shall be safely removed consistent with OSHA and other applicable standards and disposed of in an appropriate location as per Mitigation

Measure HAZ-1.

Mitigation Measure HAZ-2 requires that, prior to issuance of a grading permit, a qualified environmental assessor shall prepare a Phase II Environmental Site Assessment to determine the presence or absence of contamination in the site soil or groundwater (if applicable) at appropriate actionable thresholds on the site. If found, as with the lead paint and asbestos, the materials will be safely removed from the site consistent with OSHA and other applicable standards.

Section 16 (*Transportation/Traffic*) notes that traffic and transportation analysis was completed by the firm of Omni-Means Ltd. Their report concluded that with the AM and PM peak hour project trips added to the existing traffic volumes, all four study intersections would be operating at acceptable Levels of Service (LOS). There will be slight vehicle delays at the intersection of Thornton Avenue and Cedar Boulevard. This intersection is projected to change from LOS C (34.7 seconds) to LOS D (35.3 seconds) with proposed project traffic. All other intersections would continue to operate at acceptable levels.

The eastern-most project driveway that will serve delivery trucks/vans has 39 feet of storage capacity for the westbound left-turn movement from Central Avenue into the project site. This is due to an existing raised landscape median on Central Avenue. The resulting 39 feet would not be adequate for large trucks and would be significant in terms of traffic hazards. As such, Mitigation Measure TRA-1 requires that all inbound large trucks shall access the project to/from the west on Central Avenue and/or restrict inbound left-turn access for large trucks to the western-most driveway. This would allow large trucks to travel eastbound on Central Avenue into the project site and avoid potential storage capacity conflicts at the eastern-most project driveway.

The 20-day review period for the Initial Study/Mitigated Negative Declaration ended on December 30, 2014, however, because of the City's December furlough, comments were accepted until January 5, 2015. The City did not receive any comments during the review period; however, a letter from the Alameda County Water District was received on January 7, 2015.

Attachments

Update – At its meeting of January 27, 2015, the Planning Commission: (1) approved Resolution No. 1897 making certain findings and recommending City Council approval of an Initial Study and Mitigated Negative Declaration (E-14-44); and (2) approved Resolution No. 1898 approving ASR-14-45, an Architectural and Site Plan Review, for a commercial laundry facility (Mission Linen Supply) to be located at 6590 Central Avenue (APN: 92A-2165-13-1), with Exhibit A, pages 1 through 10.

Action - It is recommended that the City Council: (1) adopt a resolution making certain findings and approving an Initial Study and Mitigated Negative Declaration (E-14-44); and (2) adopt a resolution approving ASR-14-45, an Architectural and Site Plan Review, for a commercial laundry facility (Mission Linen Supply) to be located at 6590 Central Avenue (APN: 92A-2165-13-1).

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK MAKING CERTAIN FINDINGS AND APPROVING
AN INITIAL STUDY AND MITIGATED NEGATIVE
DECLARATION FOR A COMMERCIAL LAUNDRY
FACILITY (MISSION LINEN SUPPLY) AT 6590 CENTRAL
AVENUE (APN: 92A-2165-13-1)

WHEREAS, the Mission GoldRush LLC project (“Project”), consists of the construction of a commercial laundry facility with associated parking, landscaping and extension of utility services; and

WHEREAS, the entitlements requested include an Architectural and Site Plan Review; and

WHEREAS, pursuant to the requirements of the California Environmental Quality Act (CEQA), a project level Initial Study and Mitigated Negative Declaration has been prepared for the Project, pursuant to Section 15070 *et seq.* of the CEQA Guidelines, to analyze and mitigate the Project’s potentially significant environmental impacts; and

WHEREAS, through this study, it has been determined that the Project’s potentially significant environmental impacts specifically relate to impacts associated with air quality/greenhouse gas emissions, hazards and hazardous materials, and transportation/circulation; and

WHEREAS, these potentially significant impacts can be mitigated to less than significant as shown in the Attachment to the Initial Study; and

WHEREAS, a 20-day public review period for the Notice of Availability of the IS/MND was established beginning on December 11, 2014 and ending on December 30, 2014. Copies of the notice were transmitted to local agencies concerned with the Project. The notice was posted with the Office of the Alameda County Clerk on December 11, 2014; and

WHEREAS, on February 12, 2015, the City Council of the City of Newark conducted a duly noticed public hearing to consider the Initial Study and Mitigated Negative Declaration of environmental impact for the proposed Project, considered all public testimony, written and oral, presented at the public hearing; and received and considered the written information and recommendation of the staff report for the February 12, 2015 meeting related to the proposed Project.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Newark that it hereby adopts the Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program as set forth in Exhibit A to this Resolution and incorporated herein by reference, and approving the Mitigated Negative Declaration of environmental impact for the Architectural and Site Plan Review, making the following findings:

1. The Initial Study and corresponding Mitigated Negative Declaration of environmental impact were released for public review and said mitigation measures contained within the same would avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment would occur, and;
2. There is no substantial evidence in light of the whole record before the City of Newark that the project may have a significant effect on the environment.
3. The City Council has read and considered the Initial Study and the Mitigated Negative Declaration, and the comments thereon, and has determined the Initial Study and the Mitigated Negative Declaration reflect the independent judgment of the City and were prepared in accordance with CEQA.
4. The Initial Study and the Mitigated Negative Declaration (including any revisions developed under 14 C.C.R § 15070(b)), all documents referenced in the same, and the record of proceedings on which the City Council's decision is based, are located in the Community Development Department at City Hall for the City of Newark, located at 37101 Newark Blvd, California, and is available for public review.

Mission Linen Project
Mitigation Monitoring and Reporting Program

January 2015

Mitigation Measure	Implementing Responsibility	Monitoring Responsibility	Monitoring Schedule	Verification
<p>Mitigation Measure AQ-1. During any construction ground disturbance, the following measures shall be implemented to control dust and exhaust. The contractor shall implement the following Best Management Practices that are required of all projects:</p> <ol style="list-style-type: none"> 1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. 2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered. 3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. 4. All vehicle speeds on unpaved roads shall be limited to 15 mph. 5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. 6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of 	<p>Project Developer</p>	<p>Newark Planning Division and Building Division</p>	<p>During project construction</p>	

EXHIBIT A

Mitigation Measure

Implementing Responsibility

Monitoring Responsibility

Monitoring Schedule

Verification

<p>Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.</p> <p>7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.</p> <p>8. Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.</p>				
<p>Mitigation Measure AQ-2. The project applicant shall develop a plan to monitor and record natural gas usage to compare with the anticipated usage projections supplied for this assessment. It is estimated that the project could use 3.57 million therms of natural gas consumption per year to remain at or below the NO_x significance threshold, compared with the full build-out projection of about 1.54 million therms. The project shall be limited to no more than 1.88 million therms of natural gas consumption per year to remain at or below the GHG significance threshold for stationary sources.</p>	<p>Project Developer</p>	<p>Newark Planning Division</p>	<p>During project construction</p>	

Mitigation Measure

Implementing Responsibility

Monitoring Responsibility

Monitoring Schedule

Verification

Mitigation Measure GHG-1 Applicant shall develop and submit a Greenhouse Gas (GHG) Reduction Plan to the City of Newark and receive approval by the Community Development Director prior to issuance of a building permit. The Plan shall show that operational GHG emissions would be reduced below BAAQMD thresholds and, at minimum, shall include the following items:

- a) Vehicular Trip Reduction Methods. Specific methods to reduce auto trips shall be identified, including but not limited to:
 - 1) A rideshare program for employees to reduce single-occupant vehicle commuting;
 - 2) Preferential parking for carpool and vanpool vehicles;
 - 3) Carpool and vanpool matching for employees;
 - 4) Provision of enhanced on-site enhanced bicycle facilities. This includes bicycle lockers, locker rooms and showers and similar facilities;
 - 5) Employee subsidy of public transit use. This includes BART and AC Transit modes of transportation; and
 - 6) Annual monitoring and record keeping made available to the City of Newark Community Development Department to demonstrate that trip reduction

Project Developer

Newark Planning Division

Prior to approval of a building permit

Mitigation Measure

Implementing Responsibility

Monitoring Responsibility

Monitoring Schedule

Verification

<p>methods have proven effective in reducing single-occupant vehicle commute trips to meet GHG reduction targets. If targets are not met, the Plan shall be modified to include additional methods to achieve targets.</p> <p>b) <u>Electric Vehicle Charging Stations</u>. A minimum of four electric vehicle charging stations shall be provided and dedicated to electric vehicle recharging. The design of the station shall be compatible with recharging technology used by the most common types of electric vehicles.</p> <p>c) <u>Use of Solar and Alternative Power Sources</u>. The roof of the proposed laundry building and the electrical system shall be designed to accommodate electric photovoltaic panels. A minimum of 50 percent of the roof surface of the building shall be dedicated to such panels and this energy shall replace and supplement normal electric grid power.</p> <p>e) <u>Alternatively Fueled Delivery Vehicles</u>. At least 25 percent of the Mission Linen delivery trucks shall be fueled by hydrogen, CNG, LPG, or similar alternative fuels (i.e., non-gasoline, non-diesel fuel).</p> <p>f) <u>Offset Project Registry</u>. If Mission Linen is not able to reduce GHG emissions below the BAAQMD significance Threshold,</p>				
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Mitigation Measure

Implementing Responsibility

Monitoring Responsibility

Monitoring Schedule

Verification

<p>through the use of the above listed measures alone, the project applicant shall purchase GHG offsets from an established Offset Project Registry to offset the difference.</p>	<p>Project Developer</p>	<p>Newark Planning Division and Building Division</p>	<p>Prior to issuance of a demolition permit</p>	
<p>Mitigation Measure HAZ-1. Prior to issuance of a demolition permit for the site, a licensed contractor shall determine the presence or absence of lead based paints or asbestos material on the site. If found in quantities at or above actionable levels as determined by the Alameda County Fire Department, Newark Building Department or other regulatory agencies, these materials shall be safely removed consistent with OSHA and other applicable standards and disposed of in an appropriate location. Necessary permits and approvals shall be secured from appropriate regulatory agencies.</p>	<p>Project Developer</p>	<p>Newark Planning Division</p>	<p>Prior to issuance of a grading permit</p>	
<p>Mitigation Measure HAZ-2. Prior to issuance of a grading permit, a qualified environmental assessor shall prepare a Phase II Environmental Site Assessment to determine the presence or absence of contamination in the site soil or groundwater (if applicable) at appropriate actionable thresholds on the site. If found in quantities at or above actionable levels as determined by the Alameda County Fire Department or other regulatory agency with</p>	<p>Project Developer</p>	<p>Newark Planning Division</p>	<p>Prior to issuance of a grading permit</p>	

Mitigation Measure

Implementing Responsibility

Monitoring Responsibility

Monitoring Schedule

Verification

jurisdiction over site contaminants, these materials shall be safely removed consistent with OSHA and other applicable standards and disposed of in an appropriate location. Necessary permits and approvals shall be secured from appropriate regulatory agencies. Remediation plans shall include worker safety plans.

Mitigation Measure TRA-1. All inbound large trucks shall access the project to/from the west on Central Avenue and/or restrict inbound left-turn access for large trucks to the western-most driveway. This would allow large trucks to travel eastbound on Central Avenue into the project site and avoid potential storage capacity conflicts at the eastern-most project driveway.

Project Developer

Newark Planning Division

Prior to issuance of a building permit

E.1 Attachment scanned separately.

E.2 Hearing to consider: (1) A resolution making certain findings and adoption of an Initial Study and Mitigated Negative Declaration; (2) Introduction of an ordinance amending Title 17 (Zoning) of the Newark Municipal Code, Section 17.44.010 “Zoning Map” by rezoning all that real property shown on Vesting Tentative Map 8212 (APN: 92A-775-46) from R6000 (Single Family Residential) to LDR-FBC (Low Density Residential-Form Based Code); (3) A resolution approving Vesting Tentative Map 8212; and (4) A resolution for a planned unit development, and a conditional use permit, for a 77 lot single-family residential subdivision at 36120 Ruschin Drive – from Assistant City Manager Grindall.

(RESOLUTIONS-3)(INTRODUCTION OF ORDINANCE)

Background/Discussion – Classic Communities has made an application to construct up to 77 residential units at 36120 Ruschin Drive (the former Ruschin Elementary School). This property is currently zoned Single Family Residential and is occupied by a vacant elementary school. In 1960, a conditional use permit was approved in order to allow the school in this residential district. As a condition of approval for this proposal, the existing use permit for the school will be revoked.

Community Meetings

Three community meetings were held to discuss this proposal. The key issues voiced by residents involved traffic, parking, privacy, and visual impacts. To address these issues, the developer redesigned the original proposal to eliminate all two-story buildings from the perimeter of the site. In addition, the number of lots was reduced from 85 to 77.

Project Benefits

- The existing permitted school use would not be compatible with the neighborhood.
- The project provides modern housing types, appropriately buffered from neighborhood.
- Provides over \$19 million of critically needed funding to the School District.
- Provides \$2 Million in revenue for affordable housing.
- Provides \$500,000 in revenue for parks.
- Project will improve surrounding property values.

Project Design

The development is proposed to provide 77 single-family detached homes. Single-story homes ring the perimeter of the site, while the two-story homes are concentrated at the middle of the development to reduce the visual impact on existing homes.

Entrance to the community will be via two access points off of Ruschin Drive. There are sidewalks adjacent to both of the entrances. All of the products offer multiple floor plans and a nice variation in design. All homes are front loading with private rear yards and traditional architecture. The homes on the Ruschin frontage lots and interior lots all have usable front porches. Some of the materials that will be incorporated are stucco, siding, paneling, shutters, corbels, stone veneer, and decorative planter boxes.

Rezoning

The current zoning of the site is R-6000, which permits single-family residential homes with a minimum lot size of 6,000 square feet. The developer has requested that the site be rezoned to LDR-FBC (Low Density Residential – Form Based Code). This new designation provides greater flexibility with setbacks and project design. This designation is intended for single-family neighborhoods with an allowable density range between zero and fourteen dwellings per gross developable acre. In addition, as a condition of approval for this project, the existing conditional use permit allowing the school will be revoked upon City Council approval of the project.

Environmental Determination

The Initial Study/Mitigated Negative Declaration was prepared for this project by FirstCarbon Solutions out of Walnut Creek. The key issues analyzed were aesthetics, agricultural and forestry resources, air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, transportation/traffic, and utilities and service systems.

Of these 17 issues, the Initial Study found that the only potential significant impacts resulting from this project would include air quality, biological resources, cultural resources, and noise. These represent project-specific impacts that are specific to the location of the project site and the development proposed by the project. The initial study details the mitigation measures necessary to reduce these impacts to less-than-significant, which will be required as part of the project's approval.

Despite the fact that Traffic was not identified as having a significant impact in the Initial Study, it is the primary concern of the residents in the vicinity of the project and deserves to be discussed.

Hexagon Transportation Consultants prepared a Traffic Impact Analysis to assess the project's impacts on traffic operations. It's important to note that Hexagon's results were based on the original proposal of 85 units, not the 77 units now proposed. The potential impacts of the project were evaluated in accordance with the standards set forth by the City of Newark. The study included the analysis of AM and PM peak hour traffic conditions for five signalized intersections and five unsignalized intersections. The Traffic Impact Analysis determined the project would generate a total of 809 daily trips, with 64 trips occurring in the AM peak hour and 85 trips occurring in the PM peak hour. Hexagon found that, measured against the City's Level of Service (LOS) impact criteria, none of the signalized study intersections would operate at an unacceptable LOS and, therefore, would not be significantly impacted. All of the unsignalized study intersections would also operate at an acceptable LOS on the worst approach of the minor streets except for the intersection of Newark Boulevard/Ruschin Drive-Brittany Avenue.

The unsignalized intersection of Newark Boulevard/Ruschin Drive-Brittany Avenue would operate with unacceptable delays on the minor street approaches under cumulative conditions with or without the project. Although this intersection does not currently meet the peak hour volume warrant, the City will be periodically monitoring the traffic operations at this intersection to see if

a traffic signal should be installed. It should be noted that the City recently completed a detailed signal warrant analysis that looked at eight of the nine signal warrants in the 2006 California Manual on Traffic Control Devices, and found that this intersection did not fully meet any of the eight signal warrants. It should also be noted that alternative routes are available for vehicles on Brittany Drive and Ruschin Drive to access Newark Boulevard. Vehicles turning left from Brittany Drive onto northbound Newark Boulevard could alternatively use the signalized intersection of Cedar Boulevard/Newark Boulevard, and vehicles turning left from Ruschin Drive onto southbound Newark Boulevard could alternatively use the signalized intersection of Lafayette Avenue/Newark Boulevard to access Newark Boulevard. Therefore, the project's trip contribution to the Newark Boulevard/Ruschin Drive-Brittany Avenue intersection is considered less than significant.

The review period for the Initial Study/Mitigated Negative Declaration ended on September 17, 2014. The City received letters from Mr. Dean Ishihara, Jack and Jacque Burgess, and the Alameda County Water District. The issues raised by these letters have been addressed in the Initial Study/Mitigated Negative Declaration.

Attachment

Update – At its meeting of January 13, 2015, the Planning Commission approved Resolution No. 1896, making certain findings and recommending City Council approval of an Initial Study and Mitigated Negative Declaration (E-14-9); (2) approved Resolution No. 1894 recommending City Council approval of a rezoning (RZ-14-40) for an approximately 10.1 acre portion of Vesting Tentative Map 8212 from R6000 (Single Family Residential) to LDR-FBC (Low Density Residential-Form Based Code); (3) approved Resolution No. 1895, approving P-14-41, a planned unit development, and U-14-42, a conditional use permit, for a 77 lot single-family residential subdivision at 36120 Ruschin Drive, with Exhibit A, pages 1 through 34; and (4) by motion, recommended the City Council approve TM-14-43, Vesting Tentative Map 8212.

Action - It is recommended that the City Council: (1) approve a resolution making certain findings and adopting an Initial Study and Mitigated Negative Declaration for a 77 unit single-family subdivision on the former Ruschin School Site (APN:92A-775-46); (2) introduce an ordinance amending Title 17 (Zoning) of the Newark Municipal Code, Section 17.44.010 "Zoning Map" by rezoning all that real property shown on Vesting Tentative Map 8212 (APN: 92A-775-46) from R6000 (Single Family Residential) to LDR-FBC (Low Density Residential-Form Based Code); (3) approve a resolution approving Vesting Tentative Map 8212 and Subdivision and Zoning Variances Thereto; and (4) approve a resolution approving P-14-41, a planned unit development, and U-14-42, a conditional use permit, for a 77 lot single-family residential subdivision at 36120 Ruschin Drive.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK MAKING CERTAIN FINDINGS AND ADOPTING
AN INITIAL STUDY AND MITIGATED NEGATIVE
DECLARATION FOR A 77 UNIT SINGLE-FAMILY
SUBDIVISION ON THE FORMER RUSCHIN SCHOOL SITE
(APN: 92A-775-46)

WHEREAS, the City of Newark caused an Initial Study/Mitigated Negative Declaration to be prepared to assess the potential environmental impacts of the proposed subdivision, and

WHEREAS, the Final Initial Study/Mitigated Negative Declaration consists of a Draft Initial Study/Mitigated Negative Declaration document as well as the technical appendices, all comments received by the City of Newark regarding the Draft Initial Study/Mitigated Negative Declaration during the mandatory public review period and responses to those comments; and

WHEREAS, the Planning Commission held a duly noticed public hearing on January 13, 2015, and recommended the City Council approve the Final Initial Study/Mitigated Negative Declaration; and

WHEREAS, the City Council held a duly noticed public hearing on February 12, 2015, and approved the Final Initial Study/Mitigated Negative Declaration for the 77 Single-Family subdivision after finding it complete and adequate pursuant to the California Environmental Quality Act; and

WHEREAS, the Ruschin School Site project ("Project") consists of the construction of 77 single family units on approximately 10.1 acres (APN 92A-775-46); and

WHEREAS, the entitlements requested include Vesting Tentative Map 8212 (TM-14-43), an amendment to Title 17 (Zoning) of the Newark Municipal Code and the Official Zoning Map (RZ-14-40), a planned unit development, and a conditional use permit; and

WHEREAS, pursuant to the requirements of the California Environmental Quality Act (CEQA), a project level Initial Study and Mitigated Negative Declaration has been prepared for the Project, pursuant to Section 15070 *et seq.* of the CEQA Guidelines, to analyze and mitigate the Project's potentially significant environmental impacts; and

WHEREAS, through this study, it has been determined that the Project's potentially significant environmental impacts specifically relate to impacts associated with air quality, biological resources, cultural resources, and noise; and

WHEREAS, these potentially significant impacts can be mitigated to less than significant as shown in Section 2 of the Initial Study/Mitigated Negative Declaration, and;

WHEREAS, a 30-day public review period for the IS/MND was established beginning on August 28, 2014 and ending on September 17, 2014 and a Notice of Determination (NOD) was,

along with copies of the project files, sent to local agencies concerned with the Project and the NOD posted with the Office of the Alameda County Clerk on August 27, 2014; and

WHEREAS, comment letters from: Dean Ishihara, Jack & Jacque Burgess, and the Alameda County Water District have been received; and

WHEREAS, on January 13, 2015, the Planning Commission of the City of Newark conducted a duly noticed public hearing to consider the Initial Study and Mitigated Negative Declaration of environmental impact for the proposed Project, considered all public testimony, written and oral, presented at the public hearing; and received and considered the written information and recommendation of the staff report for the January 13, 2015 meeting related to the proposed Project, and;

WHEREAS, the Planning Commission of the City of Newark recommended that City Council consider adopting the Initial Study and approving the Mitigated Negative Declaration of environmental impact for Vesting Tentative Map 8212 (TM-14-43), the amendment to Title 17 (Zoning) of the Newark Municipal Code and the Official Zoning Map (RZ-14-40), and the associated planned unit development permit and conditional use permit, and;

NOW, THEREFORE, the City Council finds and resolves the following:

1. The Initial Study and corresponding Mitigated Negative Declaration of environmental impact were released for public review and said mitigation measures contained within the same would avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment would occur, and;
2. There is no substantial evidence in light of the whole record before the City of Newark that the project may have a significant effect on the environment, and;
3. The City Council has read and considered the Initial Study and the Mitigated Negative Declaration, and the comments thereon, and has determined the Initial Study and the Mitigated Negative Declaration reflect the independent judgment of the City and were prepared in accordance with CEQA.
4. The Initial Study and the Mitigated Negative Declaration (including any revisions developed under 14 C.C.R § 15070(b)), all documents referenced in the same, and the record of proceedings on which the Planning Commission and City Council's decision is based are located in the Community Development Department at City Hall for the City of Newark, located at 37101 Newark Boulevard, California, and is available for public review; and

NOW, THEREFORE, the City Council:

a. Based on the evidence and oral and written testimony presented at public hearings, and based on all the information contained in the Community Development Department's files on the project, including, but not limited to, the Initial Study/Mitigated Negative Declaration, the Planning Commission's and City Council's staff reports, certifies in accordance with CEQA guidelines that:

1. The Initial Study/Mitigated Negative Declaration was prepared in compliance with CEQA and CEQA guidelines;

(reso 1 mnd)

2. The City Council has reviewed and considered the information contained in the Initial Study/Mitigated Negative Declaration prior to approving the project;
3. The Initial Study/Mitigated Negative Declaration adequately describes the project, its environmental impacts, reasonable alternatives and appropriate mitigation measures;
4. The Initial Study/Mitigated Negative Declaration reflect the independent judgment and analysis of the City Council.

E.2 Attachment scanned separately.

F.1 Acceptance of contract with New Image Landscape Company for Park and Landscape Maintenance Services Project 1007B – from Maintenance Supervisor Carey. (RESOLUTION)

Background/Discussion – On December 13, 2012 the City Council awarded a contract to New Image Landscape Company, for providing park and landscape maintenance services for the 2013 calendar year.

Two additional years of work were included in the specifications and could be implemented upon mutual consent by the City and the contractor. Approval was granted and the contract extended for completion of the 2014 Park and Landscape Maintenance Services. All work on this project is now complete.

Attachment

Action - It is recommended that the City Council, by resolution, accept the contract with New Image Landscape Company, for Park and Landscape Maintenance Services Project 1007B.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ACCEPTING THE 2014 CONTRACT WITH NEW
IMAGE LANDSCAPE COMPANY FOR PARK AND
LANDSCAPE MAINTENANCE SERVICES PROJECT 1007B

WHEREAS, the City of Newark entered into a 2013 contract with New Image Landscape Company, pursuant to Resolution No. 10,045, in accordance with plans and specifications for the contract; and

WHEREAS, said work has been completed in conformance with the plans and specifications of the 2014 rollover of the contract herein above referred to and the conditions there of;

NOW, THEREFORE, BE IT RESOLVED that said 2014 contract is hereby accepted and the City Council does hereby authorize the release of bonds guaranteeing completion of work, the filing of a Notice of Completion, and payment to the contractor pursuant to the contract.

F.2 Approval of the allocation of anticipated Community Development Block Grant Jurisdiction Improvement Project Funds for Fiscal Year 2015-2016 – from Assistant Planner Jimenez and Assistant City Manager Grindall. (MOTION)

Background/Discussion – The City of Newark’s anticipated allotment of Community Development Block Grant (CDBG) funds for the 2015-2016 Fiscal Year is unknown. In order to meet the deadlines for approval by the United States Department of Housing and Urban Development (HUD), Newark needs to allocate the funds at this time. Therefore, we are using an estimate of \$102,599 for planning purposes. This estimate is based on the most recent information from HUD. Actual funding could be greater or smaller than this amount. Newark’s CDBG funds are allocated by formula into three primary categories - General Administration (\$7,800), Housing Rehabilitation (\$35,404), and Jurisdiction Improvement Projects (\$102,599).

The General Administration funds are used to reimburse the City for the expense of administering the CDBG funds. The Housing Rehabilitation funds are dedicated to two county-run programs that assist qualified homeowners with repairs to their homes (the Minor Home Repair Program and the Owner Rehabilitation Program). The Jurisdiction Improvement Project funds are available to the City for qualifying projects.

The Community Development Advisory Committee (CDAC) met on January 26, 2015 to review the status of CDBG projects and to determine the recommended allocation of Jurisdiction Improvement Project funds for fiscal year 2015-2016. At that meeting, the CDAC voted unanimously to recommend that the City Council allocate all of the funds to the City’s Housing Rehabilitation Program. The funds will be used to assist lower-income Newark residents repair and improve their homes.

Action – It is recommended that the City Council, by motion, approve the allocation of anticipated CDBG jurisdiction improvement project funds for fiscal year 2015-2016 to the City’s Housing Rehabilitation Program.

F.3 Authorization for the Mayor to sign an agreement with Joel Nelson Productions, Inc., for the 2015 Music at the Grove Program – from Recreation and Community Services Director Zehnder. (RESOLUTION)

Background/Discussion – Since 1987, the Recreation and Community Services Department has organized a summer concert series at Shirley Sisk Grove. Based upon the quality of service provided for the 1987 through 2014 concert series, staff recommends that the firm of Joel Nelson Productions, Inc., be retained to provide entertainment and production services for the four scheduled concerts. The proposed agreement requires that Joel Nelson Productions, Inc. will:

1. Provide four (4) live professional musical entertainment events at the Shirley Sisk Grove. Concerts will be held on Friday evenings, June 26, July 10, July 24, and August 7, 2015. With permission from City staff, concerts dates are subject to change.
2. Provide for all acts and talent as approved by City staff.
3. Provide on-site sound and stage managers at all concerts to coordinate and execute technical requirements.
4. Provide setup, installation, and maintenance of a stage for each concert. Stage for the 2015 concert series must be of professional quality and will be upgraded to include commercial-grade scaffolding, shade cover, plywood backing and skirting. All stage surfaces to be painted black.
5. Provide professional setup, installation, and maintenance of all sound, audio, and electrical equipment for each concert.
6. Provide professional staffing to assist with day-of-event logistics.

The amount to be paid to Joel Nelson Productions, Inc., for all services described above is \$22,600.00. Funding for the 2015 Music at the Grove concert series will be arranged through the Newark Betterment Corporation as well as in-kind services from local businesses and organizations including Homewood Suites, and Tri-City Voice.

Permission to use the parking lot area at NewPark Mall and the access roads will be finalized prior to the first concert on June 26, 2015.

Because the concerts are being sponsored totally by the City, liability coverage is provided under the City's ABAG Plan. It should be noted that as part of the agreement with NewPark Mall, the City will have to indemnify them for losses, which may occur as a result of the concert's activities. The indemnification will release NewPark Mall from any and all liability for Music at the Grove attendees who utilize the parking lot area.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the Mayor to sign an agreement with Joel Nelson Productions, Inc., for the 2015 Music at the Grove Program.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE MAYOR TO SIGN AN
AGREEMENT WITH JOEL NELSON PRODUCTIONS, INC.,
FOR THE 2015 MUSIC AT THE GROVE PROGRAM

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 Joel Nelson Productions, Inc., for the provision of 2015 Music at the Grove Program, said agreement on file in the Office of the City Clerk.

AGREEMENT

Agreement, made February 12, 2015, by and between JOEL NELSON, JOEL NELSON PRODUCTIONS, INC. (hereinafter called "JNP"), and the CITY OF NEWARK, a California corporation (hereinafter called "City").

WITNESSETH

WHEREAS, the CITY OF NEWARK desires to expand and improve the recreational and cultural opportunities of the residents of the City of Newark; and

WHEREAS, the CITY OF NEWARK has determined that a summer concert series would serve to so expand the recreational and cultural opportunities of the residents of the City of Newark; and

WHEREAS, the CITY OF NEWARK has determined that an experienced and professional production company is necessary to produce the summer concert series; and

WHEREAS, JOEL NELSON, JOEL NELSON PRODUCTIONS, INC., offers the special knowledge and professional expertise to produce the summer concert series;

NOW THEREFORE, the CITY OF NEWARK and JOEL NELSON, JOEL NELSON PRODUCTIONS, INC., do hereby agree as follows:

1. JNP shall provide live musical entertainment in a professional manner at Shirley Sisk Grove, at Cedar Boulevard, at NewPark Mall, in the City of Newark, on Friday evenings, **June 26, 2014; July 10, 2014; July 24, 2014 and August 7, 2015.**
2. All acts, bands, entertainers and talents shall be selected by a joint committee from City and JNP. Final decisions will be based upon quality, availability, and costs.
3. JNP will provide City with duly executed copy of JNP's contracts with all entertainers 60 days prior to the date of the first concert, which is scheduled for **June 26, 2015.**
4. In addition to its duties pursuant to Paragraph 1 hereof, JNP shall:

- a. Provide staff to be available by telephone, computer, and mobile telephone to respond to needs and questions pertaining to the concert series at all reasonable times from the date of execution hereof to August 14, 2015.
- b. Provide an on-site sound and stage manager at all concerts to coordinate and execute technical requirements.
- c. Provide setup, installation, and maintenance of a stage for each concert to include one additional date of use on Sunday, July 19, 2015 for Mariachi Festival. Stage to be of professional quality and will include scaffolding, shade roof, backing, and plywood skirt. All surfaces to be painted black. Stage must be installed at least one week prior to the first scheduled concert to be held Friday, June 26, 2015.
- d. Provide setup, installation, and maintenance of all sound, audio, lighting, and electrical equipment for each concert. All equipment shall be of professional quality and meet or exceed safety requirements.
- e. Provide the City with a certificate of insurance showing worker's compensation insurance as required by the Labor Code of the State of California and Employer's Liability Insurance for all JNP personnel.
- f. JNP hereby agrees to defend, indemnify, and save harmless City, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous acts or omission, or willful misconduct of JNP, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

The duty of JNP to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require JNP to indemnify City, its Council, boards,

commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

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

- g. Procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by JNP, his agents, subcontractors, representatives, or employees.

(1) Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (a) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
- (b) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- (c) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(2) Minimum Limits of Insurance

JNP shall maintain limits no less than:

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

- (c) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
- (d) Errors and Omissions Liability: **NOT REQUIRED.**

(3) Deductibles and Self-Insured Retentions

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

(4) Acceptability of Insurers

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

(5) Verification of Coverage

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

(6) Other Insurance Provisions

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

- (a) Additional Insured's. The City, its officers, officials, employees and volunteers are to be covered as insured:

liability arising out of work or operations performed by or on behalf of JNP; or automobiles owned, leased, hired or borrowed by JNP.

- (b) Primary Insurance. For any claims related to this project, the JNP's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, employees or volunteers shall be excess of JNP's insurance and shall not be contribute with it.
- (c) Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- (d) Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- (e) Qualifications. All insurance companies providing coverage to JNP shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
- (f) Subcontractors. JNP shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.
- (g) Waiver of subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the

insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by JNP for the City.

- (h) Coverage is material element. Maintenance of proper insurance coverage in conformity with the provisions of this paragraph is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.
- (i) Variation. The Risk Manager of City may approve a variation in those insurance requirements upon determination that the coverage, scope, limits and form of such insurance are either not commercially available or that the City's interest are otherwise fully protected.

h. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, JNP shall immediately notify the City Risk Manger's office by telephone at 510-578-4300, and JNP shall promptly submit to the City's Risk Manager a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of JNP's insurance company, and (d) a detailed description of the damage and whether any City property was involved.

5. In consideration of the services to be provided by JNP, the City shall pay to JNP a fee of **\$22,600.00**. Said fee is all-inclusive and represents all agency and contracting fees. All expenditures over and above the agreement amount shall be approved in written form prior to the expenditure. Receipts shall be provided for all purchases and services. Said fee shall be payable as follows:

- a. **\$4,520.00** upon mutual execution of this agreement;
- b. **\$4,520.00** on or after June 26, 2015;

- c. **\$4,520.00** on or after July 10, 2015;
 - d. **\$4,520.00** on or after July 24, 2015;
 - e. **\$4,520.00** on or after August 7, 2015
-
- 6. In addition to the foregoing, the City's duties in regards to said concerts shall be to prepare the site, provide for audience, provide electrical power on the site, and provide audience security and crowd control.
 - 7. Additionally, the City shall provide if requested by JNP, dressing room accommodations, and refreshments as deemed reasonable for each performance.
 - 8. JNP will provide the City of Newark by February 13, 2015 the following information for each performer for each of the four scheduled concerts:
 - a. One electronic publicity photo or artwork in jpeg format sent via email or provided on disk.
 - b. Professional background on all performers.
 - 9. JNP is an independent contractor and not an employee or servant of the City.
 - 10. All persons not a party to this Agreement with whom JNP may contract in order to perform its duties under this Agreement, including but not limited to acts, bands, and entertainers and talents, are not employees or servants of the City nor do said persons have any contractual relationship with the City.
 - 11. JNP agrees to comply with all federal, state, and local laws and ordinances.
 - 12. JNP represents and warrants to City that it has all licenses, permits, and approvals of whatsoever nature that is legally required for JNP and the concert performers to perform this Agreement, including but not limited to payment of all royalties necessary to perform musical compositions or other copyright protected intellectual property. JNP represents and warrants to City that JNP shall, at its sole cost and expense, acquire and keep in effect at all times during the term of this Agreement any licenses, permits and approvals, which are legally required for JNP and the concert performers to perform this Agreement. In addition to the foregoing, JNP shall obtain and maintain the term hereof a valid City of Newark Business License.
 - 13. Time is of the essence.

14. The parties agree that this Agreement shall be construed pursuant to the laws of the State of California and that in the event of any litigation regarding the performance of or the terms and conditions of this Agreement, venue shall be within the Fremont-Newark-Union City Municipal Court, or the Alameda County Superior Court, South County Branch, Hayward, California.
15. This instrument contains the entire Agreement of the parties. It may be modified only by an agreement in writing duly executed by the parties hereto.

JNP

CITY OF NEWARK
a California Municipal Corporation

By: _____
JOEL NELSON,
JOEL NELSON PRODUCTIONS, INC.

By: _____
MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

F.4 Approval of an agreement for legal services with Silver & Wright, LLP – from Assistant City Manager Grindall and City Attorney Benoun. (RESOLUTION)

Background/Discussion - The City of Newark maintains an active Code Enforcement Division that enforces the Newark Municipal Code, predominantly Title 7 (“Community Preservation and Nuisance Abatement”). Staff has identified several properties situated throughout the City that constitute a nuisance and have a substantial amount of code violations. Staff requires professional legal services to assist with the abatement of these nuisance properties. Staff would seek to recover any and all legal fees and costs incurred in connection with the code enforcement from the responsible property owners.

Very few law firms in California specialize in this type of professional legal services. Staff has researched these firms and concludes that Silver & Wright, LLP provides high quality legal services that best satisfies the City of Newark’s code enforcement needs and does so within a reasonable budget.

The anticipated costs of the professional services will be incurred by the existing City Attorney budget as amended by the City Council on January 22, 2015.

Attachment

Action – It is recommended that the City Council, by resolution, authorize the Mayor to sign an agreement for legal services with Silver & Wright LLP.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE MAYOR TO SIGN AN
AGREEMENT FOR LEGAL SERVICES WITH SILVER &
WRIGHT, LLP

WHEREAS, the City Council of the City of Newark desires to retain the professional legal services of a law firm that specializes in code enforcement and other property related litigation; and

WHEREAS, Silver & Wright, LLP, has extensive experience providing code enforcement and other property related litigation services to municipalities and other public entities throughout California.

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 for legal services with Silver & Wright, LLP (attached hereto as Exhibit A), and said agreement will be on file in the office of the City Clerk.

AGREEMENT FOR LEGAL SERVICES

CITY OF NEWARK

1. PARTIES AND DATE

1.1. This agreement (“Agreement”) is entered into on _____, 2015 (“Effective Date”), by and between the City of Newark, a municipal organization organized under the laws of the State of California with its principal place of business at 37101 Newark Boulevard, Newark, California 94560 (“City”) and Silver & Wright LLP, with its principal place of business at 7 Corporate Park, Suite 120, Irvine, California 92606 (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS

2.1. The City wishes to engage Consultant to perform certain code enforcement and other related nuisance property abatement litigation legal services for the City. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

3. TERMS

3.1. Scope of Services. Consultant shall provide legal advice, support, and representation to the City on code enforcement and other related nuisance property abatement litigation matters (“Services”). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2. Term. This Agreement shall be effective from the Effective Date as specified in this Agreement and continue until terminated as provided herein.

3.3. Compensation. For all legal services provided in this Agreement the City will compensate Consultant at the blended rate of \$189 per hour for all attorney services and \$110 per hour for paralegals and clerks.

3.4. Cost Reimbursement. The City shall reimburse Consultant for all out-of-pocket costs and expenses incurred by Consultant in providing legal services under this Agreement, including court filing fees, process server fees, courier and messenger fees, postage expenses, property title research costs, litigation guarantee costs, legal research costs, printing and document reproduction at \$0.16 for black and white and \$0.60 for color, travel costs, automobile mileage at the prevailing IRS rate, litigation costs, and other costs necessary for legal representation. These costs and expenses shall be reimbursed by the City pursuant to monthly billing. In the event costs or expenses incurred in a particular month are nominal, Consultant may withhold said bill, in its discretion, until the next month.

3.5. Billing. Consultant shall submit monthly invoices to the City indicating attorney fees and costs incurred for the legal services provided under this Agreement. The monthly invoice shall describe the nature of the work performed, the attorney performing the work and the time spent for each task as well as the nature of any reimbursable expenses incurred. Upon the request of and as directed by the City Attorney or designee, Consultant shall generate separate invoices pertaining to specific accounts, matters and/or departments. The City shall process and cause such invoices to be paid promptly, typically within thirty (30) days of receipt. If no attorneys' fees or costs are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month.

3.6. Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement

3.7. Performance and Coordination of Services. The services of Consultant shall be performed expeditiously in light of the purposes of this Agreement. Consultant shall follow all procedures as established by the City consistent with its duties. Consultant agrees to work closely with City staff in the performance of such services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.8. Independent Contractor. Consultant shall perform all legal services required under this Agreement as an independent contractor of the City and shall remain a wholly independent contractor of the City with only such obligations as are required under this Agreement. Neither the City, nor any of its employees, shall have any control over the manner, mode, or means by which Consultant, its agents or employees, render the legal services required under this Agreement or its internal employment or compensation decisions, except as otherwise set forth herein.

3.9. Responsibilities of Parties. Consultant will fully cooperate with the City and will keep the City and its staff informed of the status and progress of all pending matters and all legal matters of importance. Consultant will manage and control the delivery of all legal services described hereunder in a professional, competent, and cost-effective manner. The City agrees to provide all information and documentation necessary for the attorneys at Consultant to perform their obligations under this Agreement.

3.10. Insurance. Consultant shall carry the following insurance at all times during the terms of this Agreement and shall furnish proof of said insurance to the City upon request.

3.10.1. Professional Liability. Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed. If coverage is written on a claims-made basis, the retroactive date shall precede

the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.10.2. Commercial General Liability. Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

3.10.3. Automobile Liability Insurance. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Hired/Non-Owned Auto" with minimum limits of \$1,000,000 each accident.

3.10.4. Workers' Compensation. Workers' Compensation Insurance, as required by the State of California, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.11. Termination. This Agreement may be terminated at any time upon thirty days written notice, from the date of receipt, from either Party, with or without cause. In the event of such termination, the City shall pay Consultant all outstanding fees and costs in accordance with this Agreement for all services provided and costs incurred through the date of termination of this Agreement. The City agrees to execute, upon request, a stipulation in such form as to permit Consultant to withdraw as attorneys of record in any legal action then pending. Consultant shall make available to the City, or to counsel designated by the City, all documents and records of the legal services provided to the City and shall assist to the fullest extent possible in the orderly transition of all pending matters to the City's new counsel.

3.12. Transfers. The experience, knowledge, capability, and reputation of the attorneys at Consultant were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not transfer its responsibility to provide the legal services required under this Agreement without the written approval of the City. In addition, neither this Agreement, nor any interest, right, duty, or obligation herein, may be transferred, assigned, delegated, conveyed, hypothecated, or encumbered without the prior written approval of the City.

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

3.14. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Silver & Wright LLP
7 Corporate Park, Suite 120
Irvine, CA 92606

Attn: Matthew R. Silver

City:

City of Newark
37101 Newark Boulevard
Newark, CA 94560
Attn: David Benoun, City Attorney

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.15. Modification. This Agreement can only be changed, modified, amended, supplemented, or rescinded in a separate writing signed by all Parties.

3.16. Waivers. A waiver of any provision of this Agreement must be in writing. Failure to insist upon strict performance of any provision, right, duty, or obligation in this Agreement is not a waiver of the right to future enforcement of that provision, right, duty, or obligation, nor any other provision, right, duty, or obligation.

3.17. Indemnification. Consultant shall indemnify, defend, and hold harmless City against and from any and all claims or suits for damages or injury arising from Consultant's negligent errors or omissions in the performance of this Agreement, and shall further indemnify, defend, and hold harmless City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Consultant hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.

3.18. Severability. If any of the provisions of this Agreement are found to be unenforceable, those provisions shall be reformed to prevent the unenforceable result in a manner that best preserves the original intent of the provision to the fullest extent possible, and all other provisions of this Agreement shall remain in full force and effect.

3.19. Integration. This Agreement constitutes the final, complete, and exclusive expression of all the terms and provisions of the agreement between the Parties. This Agreement supersedes any previous agreements or negotiations between the parties, whether oral or written.

3.20. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.21. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.22. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

CITY OF NEWARK

SILVER & WRIGHT LLP

By: _____
Alan L. Nagy
Mayor

By:  _____
Matthew R. Silver
Partner

ATTEST:

By: _____
Sheila Harrington
City Clerk

F.5 Approval of specifications, acceptance of bid, and award of agreement to Staples Contract and Commercial, Inc. for Silliman Activity and Family Aquatic Center Meeting Room Replacement Tables – from Recreation and Community Services Director Zehnder. (RESOLUTION)

Background/Discussion – This project will result in the purchase of twenty six (26) replacement conference tables for the meeting room located at the Silliman Activity and Family Aquatic Center.

Bids for the project were opened on January 27, 2015 with the following results:

Bidder	Amount
Staples Contract and Commercial, Inc.	\$ 25,714.90

The 2014-2015 Biennial Budget includes funding for this project in Fiscal Year 2014-2015 through the Capital Replacement Program.

Attachment

Action - It is recommended that the City Council, by resolution, accept the bid and award an agreement to Staples Contract and Commercial, Inc. for the replacement of conference tables within the Silliman Activity and Family Aquatic Center.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ACCEPTING THE BID AND AWARDING THE
AGREEMENT TO STAPLES CONTRACT AND
COMMERCIAL, INC. FOR THE REPLACEMENT OF
CONFERENCE TABLES WITHIN THE SILLIMAN ACTIVITY
AND FAMILY AQUATIC CENTER

BE IT RESOLVED that the City Council of the City of Newark does hereby find that Staples Contract and Commercial, Inc. was the lowest responsible bidder for providing replacement tables for the Silliman Activity and Family Aquatic Center, in the City of Newark;

BE IT FURTHER RESOLVED that the City Council does hereby accept said bid of said company and does hereby authorize the Mayor of the City of Newark to sign an agreement with said company for the purchase of replacement tables for the Silliman Activity and Family Aquatic Center, according to specifications and terms of said bid.

AGREEMENT (Recreation and Community Services Contract)

THIS AGREEMENT, made and entered into this ___ day, of _____, 2015, and between the CITY OF NEWARK, a municipal corporation and the General Law Class, State of California, hereinafter called the "CITY" and Staples Contract and Commercial, Inc. hereinafter called the "CONTRACTOR":

WITNESSETH:

That the City and Contractor for the consideration, hereinafter named, agree as follows:

1. That complete Contract includes all of the Contract Documents as if set forth in full herein, to wit: the Proposal to the City of Newark; the Accepted Bid (Unit Price Schedule); this Agreement; and all Addenda setting forth any modifications or interpretations of any of said Documents.
2. The Contractor will furnish all materials except as otherwise provided in the Specifications and will perform all the work necessary to deliver, set up, and train staff on the use of the following equipment:

SILLIMAN ACTIVITY AND FAMILY AQUATIC CENTER MEETING ROOM CONFERENCE TABLES

All of the above work is on City property, and under the direction of the Director or other official designated by the City to supervise said work, all as provided in and subject to the Contract Documents.

3. The City will pay the Contractor in current funds for the performance of the Contract on the basis of the accepted unit prices and the actual measured quantities of work done at such time as are stated in the Specifications, and will otherwise fulfill its obligations thereunder.
4. All time limits stated in the Contract Documents are of the essence of this Agreement.
5. The statement of prevailing wages appearing in the Equipment Rental Rates and General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of said terms of said proposal conflicting herewith.
6. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

7. If any action shall be brought by City for damages under the provisions of this Contract or for the enforcement of any of the conditions, covenants or agreements herein set forth on the part of Contractor to be kept and performed and City shall prevail in any such action, Contractor agrees to pay City on demand a reasonable attorney's fee not exceeding the sum of \$10,000.00 and further agrees that said attorney's fee shall become a part of City's judgment in any such action.
8. Contractor hereby agrees to defend, indemnify, and save harmless City, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, injury, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of Contractor, its officers, employees or agents in the performance of any service or work pursuant to this Contract.

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

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

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

CITY OF NEWARK
a Municipal Corporation

FOR THE CONTRACTOR:

By _____
Mayor

By _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF NEWARK
Alameda County, California

CONTRACT DOCUMENTS FOR PROJECT:

**Silliman Activity and Family Aquatic Center Meeting Room
Training Tables**

BID OPENING: 2:00 P.M.

Tuesday, January 27, 2015

NOTICE OF INVITATION FOR BIDS

PUBLIC NOTICE IS HEREBY GIVEN THAT the City of Newark hereby invites sealed bids for a Contract for the "Project" entitled: **TWENTY SIX SILLIMAN ACTIVITY AND FAMILY AQUATIC CENTER MEETING ROOM TABLES.**

RECEIPT OF BIDS AND BID OPENING: Bids must be received at: City Administration Building, 37101 Newark Boulevard (First Floor), Newark, California 94560, no later than the Bid Deadline of **2:00 p.m.**, , at which place and time the bids will be publicly opened and read aloud. The form of the bids shall be in accordance with the Instructions to Bidders.

PROJECT DESCRIPTION: The project is more specifically defined in the Contract Documents, but generally includes the following: **26 (TWENTY SIX) LIGHTWIEGHT T-BASE FOLDING TRAINING TABLES, 24 BY 60 INCHES, WITH LAMINATE TOP.**

INTENT: These specifications describe the minimum requirements for this type of light weight t-base folding tables.

CONTRACT DOCUMENTS: Copies of the Contract Documents may be obtained at the City of Newark Recreation and Community Services Department, 6800 Mowry Ave., Newark, California 94560. No partial sets will be issued.

INQUIRIES ADDRESSED TO PROJECT MANAGER: For information regarding obtaining the specifications or a plan holder's list or any other questions about this project, please contact David Zehnder at (510) 578-4405 or by e-mail at david.zehnder@newark.org.

The City of Newark reserves the right to accept or reject any of the bids, or portions thereof, and considers factors other than price alone in determining the bid best suited to the needs of the City.

Dated: *12-22-14*

Sheila Harrington, City Clerk
City of Newark, Alameda County, California

Published:

INSTRUCTIONS TO BIDDERS

1. OBTAINING COPIES OF CONTRACT DOCUMENTS

Bidders may obtain complete sets of the Contract Documents, at the location designated in the Invitation for Bids.

Each bidder shall use a complete set of Contract Documents in preparing its bid.

The Contract Documents are more particularly defined on the Supplemental Instructions to Bidders, and generally include: all Bidding Documents (including the Invitation For Bids, these Instructions to Bidders, Supplemental Instructions to Bidders, Addenda [if any], and Bid Forms), the Purchase Order (including the Standard Terms and Conditions), and the Specifications.

The City makes copies of the Contract Documents available, on the above terms, for the Sole purpose of obtaining Bids for the equipment and does not confer a license or grant permission for any other use of the Contract Documents.

2. INTERPRETATION OR CORRECTION OF CONTRACT DOCUMENTS

Bidder shall, before submitting its Bid, carefully study and compare the components of the Contract Documents, and the conditions under which the equipment is to be provided.

Bidder shall review the Supplemental Instructions to Bidders to determine if there are any particular requirements for this Project which may impact the preparation of the Bid, including requirements (if any) for: Bid Security, Insurance, and any other requirements. Bidder's Bond is waived in this bid proposal. Only bids from recognized and established authorized dealers or manufacturers shall be considered for this bid proposal.

In the event Bidder has any question as to the meaning of any part of the Contract Documents, or Bidder finds any error, omission, inconsistency, or ambiguity in the Contract Documents, Bidder shall make a written Request for Clarification prior to submitting its Bid. Requests for clarification or interpretation of the Contract Documents shall be addressed only to the Project Manager designated in the Invitation for Bids. It shall be the Bidder's responsibility to ensure that any such request is submitted to the City in a timely manner in order to allow for the City to issue a written Addenda.

If necessary, the City shall make clarifications, interpretations, corrections, and changes to the Contract Documents by Addenda issued as provided in Section 4 of these Instructions to Bidders, below. Purported clarifications, interpretations, corrections, and changes to the Contract Documents made in any other manner shall not be binding on the City and Bidders shall not rely upon them.

3. PREFERENCE FOR MATERIALS

If the Contract Documents identify any particular material (including product, thing, equipment, or service), by patent, proprietary or brand name, or by name of manufacturer, followed by the phrase "no substitution," the Contractor shall furnish the specified material for the Bid Amount and within the Contract Time.

If the Contract Documents identify any particular material without using the phrase "no substitution," the reference to the particular material is used for the purpose of facilitating its description and shall be deemed to be followed by the words "or equal." A listing of materials is not intended to be comprehensive, or in order of preference.

Unless a successful bidder (the Contractor) submits a request for substitution of "equal" materials concurrently with its bid, and the Contractor submits substantiating documentation to the satisfaction of the City's Project Manager (no later than 10 working days after the Bid Deadline) which demonstrates that the proposed substitution material is "equal" to the material specified in the Contract Documents (equal in quality, utility, reliability, durability, or any other requirements identified in the Contract Documents), and unless the City's Project Manager approves the substitution, the Contractor shall furnish the specified material for the Bid Amount and within the Contract Time. If the City's Project Manager approves the substitution, the Contractor shall furnish the substitute material for the Bid Amount and within the Contract Time.

4. ADDENDA

Addenda will only be issued in writing. The City will make reasonable efforts to deliver (via facsimile or U.S. Mail) Addenda to all Bidders who are known by the City to have received a complete set of Contract Documents and who have provided a street address for receipt of Addenda.

Each Bidder shall be responsible for ascertaining, prior to submitting its Bid, that it has received all issued Addenda. City makes no guarantee that all Bidders will receive all the Addenda. Copies of Addenda will be made available for inspection at the office where Contract Documents are on file for inspection, as indicated on the Invitation for Bids.

Addenda withdrawing the Invitation for Bids or postponing the Bid Deadline may be issued any time prior to the Bid Deadline. If any Addenda results in a material change (addition or deletion) to the Contract Documents, the Bid Deadline shall be extended by the City by not less than 72 hours.

Each Bidder shall acknowledge receipt of all Addenda on the Bid Form. Failure to acknowledge receipt of Addenda may render the bid non-responsive.

5. FILLING IN BID FORMS BY BIDDERS

Bids shall be submitted on the Bid Forms included within the Bidding Documents. A complete bid package, with all Bid Forms, must be submitted,

including: The Bid Form; and any other information or documents required by the Supplemental Instructions to Bidders.

All blanks on the Bid Forms shall be filled in by typewriter or printed legibly in ink.

Interlineations, alterations, and erasures must all be individually initialed by the Bidder.

Bidder shall acknowledge receipt of all Addenda.

Bidder shall not modify or qualify the Bid Forms in any manner.

The Bid Forms shall be signed by a person or persons legally authorized to bind Bidder to the Contract. The individuals signing each document shall warrant that they are authorized to bind the legal entity of the Bidder.

6. SUBMISSION OF BIDS

All Bid Forms, including all documents required to be submitted with the Bid, shall be enclosed in a sealed opaque envelope. The envelope shall be clearly marked on its face with the Bidder's name and address, and the notation "SEALED BID ENCLOSED, CITY OF NEWARK" with an identification of the project name and number as identified on the Invitation for Bids.

Bids may be mailed or delivered by person or messenger. It is the Bidder's responsibility alone to ensure that the Bid is received at the place (and prior to the Bid Deadline) specified in the Invitation for Bids. Any Bid received after the exact time of the Bid Deadline shall be returned unopened. The exact time of the Bid Deadline shall be determined by the City Project Manager (or other City employee designated as responsible for the bid opening).

Oral, telephonic, facsimile, telegraphic, or electronically transmitted Bids are invalid and will not be accepted.

7. WITHDRAWAL OF BIDS

After a Bid is received by the City, the Bid may be withdrawn only by a written request signed by the Bidder. In order to cause a withdrawal of the Bid, the request must be received by the City at the place (and prior to the Bid Deadline) specified in the Invitation For Bids.

No oral request for withdrawal will be considered. No oral or written request for modification will be considered.

The withdrawal of a Bid shall not prejudice the right of the Bidder to submit a new Bid, provided the new Bid is submitted in accordance with these Bidding Requirements.

After the Bid Deadline, no bidder shall withdraw its bid for a period of at least one hundred and twenty days (120) calendar days following the Bid Deadline, subject to the exceptions stated in this section. The one hundred and twenty (120) day review period may be extended upon the written request by the Project Manager, and written approval by the affected Bidders.

8. OPENING AND INITIAL REVIEW OF BIDS BY THE CITY

Bids which have been submitted in accordance with the requirements of the Bidding Documents, and which are received on or before the Bid Deadline will be opened publicly and the dollar amounts of each bid shall be read aloud.

The City shall have the right to reject all Bids.

The City shall have the right to reject any Bid not accompanied by Bid Security (if required by the Supplemental Instructions to Bidders) or any other item required by the Bidding Documents, or a Bid which is in any other way incomplete or irregular. The City shall have the right to waive irregularities in a Bid, and to award the Contract to the Lowest Responsible Bidder (as determined by the City), only if the irregularities are non-material and inconsequential.

9. CITY'S DETERMINATION OF LOWEST RESPONSIBLE BIDDER

The term "Lowest Responsible Bidder" shall mean the "Lowest Monetary Bidder" who's Bid is "responsive" and who is "responsible" to provide the goods required by the Contract Documents, as those terms are defined by State law.

The City shall determine the "Lowest Monetary Bidder" on the basis of the Bid Amount, in accordance with the calculation criteria set forth on the Bid.

After the "Lowest Monetary Bidder" has been determined, the Lowest Monetary Bidder's Bid will be evaluated by the Project Manager in order to determine whether or not that Bid is "responsive." The term "responsive" generally means that the Bid has been prepared and submitted in accordance with the requirements of the Bidding Documents.

If the Lowest Monetary Bidder's Bid is responsive, that Bidder's qualifications will be evaluated by the Project Manager to determine whether or not the Bidder is "responsible" to perform the Work required by the Contract Documents. The Project Manager shall review "responsibility" of Bidders in accordance with the criteria set forth in Instructions to Bidders section 10.

If the Project Manager finds that the Lowest Monetary Bidder's Bid is not responsive, or that the Lowest Monetary Bidder is not responsible, then the Project Manager may review the responsiveness and responsibility of the next Low Monetary Bidder. This process may continue until the Project Manager finds the Lowest Monetary Bidder which is also responsive and responsible. In the event that one or more Low Monetary Bidders are found by the Project

Manager to be non-responsive or non-responsible, those Bidders will be given notice and a reasonable opportunity to present additional relevant evidence to the Project Manager, within five working days after the Bidder receives the notice.

All findings by the Project Manager shall be reported as recommendations to the City's Authorized Representative. The City reserves the right to reject any or all Bids, and to waive any irregularity. If the City's Authorized Representative determines that it is in the City's best interest to award the Contract, notice shall be provided to the Lowest Responsible Bidder. No Bid shall be binding upon the City until after the Purchase Order is signed by the City.

The City may investigate the responsibility and qualifications of all Bidders to whom the award is contemplated for a period not to exceed one hundred and twenty (120) days after the Bid Deadline. The one hundred and twenty (120) day review period may be extended upon the written request by the Project Manager and written approval by the affected Bidders.

10. CITY'S DETERMINATION OF RESPONSIBILITY

The term "responsible" generally means that the Bidder is able to demonstrate that it possesses: (1) the capacity to provide the Goods required by the Contract Documents with respect to financial strength, resources available, and experience; and (2) the integrity and trustworthiness to complete performance of the Work in accordance with the Contract Documents. The City may consider the following factors, in relation to the goods to be purchased for this Project, in determining whether or not a Bidder is "responsible": Demonstrated financial strength including, but not limited to, resources available.

11. OTHER PUBLIC AGENCIES

Use of this Contract may be extended to other tax supported agencies that have not contracted for their own requirements and who may desire to participate in the contract. The contractor will be requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the contractor elects to service them, orders will be placed directly by the agency and each agency will make payment directly to the contractor.

12. F.O.B. POINT

All shipments shall be FOB Destination, unless otherwise indicated in the bid specifications. Any charges for boxing, packing, crating, cartage, handling, insurance, unloading, inside delivery, and any other related charges shall be included in the bid price provided on the Bid Form.

13. INVOICING AND PAYMENTS

City shall make payments to Contractor for all commodities delivered by Contractor pursuant to this Contract. Contractor shall submit an invoice, in duplicate, for commodities delivered and City shall pay the invoiced fee within thirty (30) days after receipt and acceptance that invoice is correct.

Invoices shall be submitted to:
City of Newark Recreation and Community Services Department
6800 Mowry Ave.
Newark, CA 94560

GENERAL MINIMUM SPECIFICATIONS:

- 26 (twenty six) training tables
- T-base folding mechanism with built-in casters
- Must weigh 40 (forty) pounds or less
- Rectangular 24 by 60 inch laminated top with professional appearance
- Warranty – 1 (one) year parts and labor

Delivery

The equipment must be delivered, fully assembled and installed at the Silliman Activity and Family Aquatic Center within 90 days to the following address location after City Council approval.

City of Newark
Silliman Activity Center
6800 Mowry Ave.
Newark, CA 94560
Attention: Stacey Kenison

BID

FROM: Staples Contract and Commercial Inc.
Insert Full Legal Name of Bidder (Firm Submitting Bid)

NOTE: The "Bidder" may be referred to herein as the "Bidder" or the "Contractor."

1. ADDENDA.

A failure by the Bidder to acknowledge Addenda in this section of the Bid Form may render the bid non-responsive. Bidder hereby acknowledges receipt of the following Addenda (identified by Addenda number and date issued):

_____	_____
_____	_____
_____	_____
_____	_____

2. SCOPE OF BID.

Firm Offer to Provide Goods. Bidder hereby offers to provide to the City the Goods (which may also be referred to herein as "Materials" or "Equipment" or "Property") described on the Bid Spreadsheet (section 5, below), in accordance with the requirements of the Contract Documents for the amounts quoted in this Bid. Bidder will not withdraw its Bid for at least sixty days (60) calendar days after the Bid Deadline, unless otherwise extended by the written agreement of the City and Bidder.

Submittal of Complete Bid. All portions of these Bid Forms (including the Bid, and any documents required by the Supplemental Instructions to Bidders [if any] must be properly completed, signed, and submitted with the Bid. Failure to do so may result in the Bid being deemed non-responsive by the City.

Submittal of Additional Documents. If Bidder is selected as the Lowest Responsible Bidder, Bidder shall, within ten working days after receipt of notice from the City, deliver to the City all submittals required (if any) by the Supplemental Instructions to Bidders.

3. **CONTRACT TIME.**

Time of the Essence. Time is of the essence in the performance of all obligations under this Contract, and all timing requirements shall be strictly adhered to unless otherwise modified by the City in accordance with the Contract. If awarded the Contract, Bidder agrees to provide the Service within the time specified in the Invitation For Bids and Contract Documents. The Contractor shall submit all requests for extensions of time to the City, in writing, with reasonable specificity, no later than ten (10) working days after the start of the condition which purportedly caused the delay, and not later than the date on which Goods are due.

4. **BID AMOUNT.**

Total Bid Amount. The Bidder shall identify the Total Bid Amount, which shall equal the total dollar amount to be paid by the City to the Bidder in return for the Bidder's performance of all Work in accordance with the Contract Documents (and payment of all Bidder's costs required thereof, whether or not specifically identified herein). The Total Bid Amount may also be referred to in the Contract Documents as the Contract Amount.

Packaging and Transportation Costs. Contractor shall pay all packaging, boxing, crating, cartage, handling, insurance, transportation, loading, and unloading to the delivery points identified in the Contract Documents. Unless otherwise specifically identified, all shipments shall be F.O.B. to the Destination identified on the Purchase Order, inside delivery.

Unit Price Bids. For each bid item identified in the Bid Spreadsheet (section 5, below), the Bidder shall provide a bid item unit price and a bid amount extension (bid item unit price multiplied by unit quantities equals bid amount extension). In case of a math error or ambiguity, bid item unit prices shall prevail over the bid amount extensions, and bid amount extensions shall prevail over the Total Bid Amount.

Modification of Unit Quantities. Until the City's award of the contract for this Project, the City reserves the right to modify the unit quantities by providing prior written notice to the Bidder. Bidder agrees to provide the bid items in the revised unit quantities for the unit price set forth in the Bid Spreadsheet (and the Total Bid Amount to be paid by the City to the Contractor shall be modified accordingly).

Cash Discounts. Must be indicated on Bid Sheet. City's standard payment terms are net 30 days, as set forth on the Purchase Order. We will accept discount on payment terms, however they will not be a factor in determining the lowest monetary bidder.

Bid Sheet. Bidder hereby offers to provide to the City the Goods required by the Contract Documents (as defined in the Supplemental Instructions to Bidders), for the amounts quoted in this Bid, on Bid Sheet.

5. **REPRESENTATIONS OF BIDDER.**

By submitting this Bid, Bidder declares under penalty of perjury the following representations are true and correct:

Bidder has read and understands all requirements of the Contract Documents, and this Bid is made in accordance with those requirements. The Contract Documents are more particularly defined in the Supplemental Instructions to Bidders. Any questions by the Bidder regarding the meaning of any part of the Contract Documents have been submitted, in writing, by the Bidder to the City, pursuant to section 2 of the Instructions to Bidders.

Bidder is familiar with all the conditions related to the proposed work, including the availability of labor, materials (including transportation, handling, delivery, and storage), equipment, and utilities (including water and electricity), and is familiar with local conditions (including weather, road access and truck routes) as related to requirements of the Contract Documents.

The Bid is based upon the materials, equipment, and systems required by the Bidding Documents.

The Contract Time, as specified in the Invitation for Bids, is reasonable for performing the Work and that Contractor is able to perform the Work within the Contract Time.

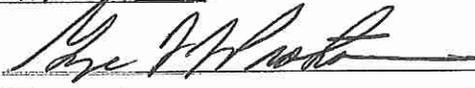
Bidder has the expertise and financial capacity to perform and complete all obligations required by the Contract Documents.

Bidder is aware of and, if awarded the Contract, will comply with applicable legal requirements, including all City Regulations (including payment of City business license tax) in its performance of the Work.

Pursuant to Government Code Section 4552, in submitting a Bid to the City, Bidder offers and agrees that, if the Bid is accepted, it will assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C., Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Bidder for the sale to City pursuant to the Bid. Such assignment shall be made and become effective at the time City tenders final payment to Bidder.

Bidder acknowledges that, unless the bidder submits a request for substitution of "equal" materials in accordance with the requirements of the Contract, and unless the City approves the substitution, the Bidder/Contractor shall furnish and install the specified material for the Bid Amount.

IN WITNESS WHEREOF, the individuals signing this Bid represent and warrant that they have the right, power, legal capacity, and authority to sign this Bid on behalf of the Bidder, and have caused this Bid to be executed by setting hereto their names, titles, and signatures at Alameda County, in the State of California.

BIDDER: 
(Signature) (Date)

George T. J. Protsman, Field Sale Director
(Name and Title of Signatories)

Staples Contract and Commercial, Inc
(Legal Name of Bidder)

8700 JARVIS Ave SUITE 200
(Bidder's Street and Mailing Address)

Newark, CA 94560
(City, State, Zip Code)

570-608-6626
(Telephone Number)

570-608-6724
(Fax Number)

PROPOSAL TO THE CITY OF NEWARK

Name of Bidder: Staples Contract and Commercial Inc.
Business Address: 8100 Jarvis Ave. Suite 200
City, State, Zip: Newark CA 94560
Telephone No.: Area Code (510) 608-6626
Fax No.: Area Code (510) 608-6724

The work for which this proposal is submitted is for delivery and installation 26 (twenty six) Meeting Room tables.

The project Plans for the work to be done were approved and are entitled:

SILLIMAN ACTIVITY AND FAMILY AQUATIC CENTER MEETING ROOM TABLES

Bids are to be submitted for all equipment, tax, shipping and installation costs.

The Bidder shall set forth for each item a total price, all in clearly legible figures in the respective spaces provided for this purpose.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

If this proposal is accepted and the undersigned shall fail to enter into the contract, with surety satisfactory to the City of Newark within ten (10) days, not including Sundays and legal holidays, after the Bidder has received notice from the City of Newark that the contract has been awarded, the City of Newark may, at its option, determine that the Bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Newark.

The undersigned as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he/she has carefully examined the location of the proposed delivery of the equipment, the annexed proposed form of contract, and the Specifications therein referred to; and he/she proposed and agrees, if this proposal is accepted, that he/she will contract with the City of Newark, in the form of the copy of the contract annexed hereto, to provide all necessary equipment and other means and to do all the work therein prescribed, and according to the requirements of the

Director as therein set forth, and that he/she will take in full payment here for the amounts shown on the following unit price schedule, to wit:

CITY OF NEWARK
Recreation and Community Services Department

UNIT PRICE SCHEDULE
SILLIMAN ACTIVITY AND FAMILY AQUATIC CENTER MEETING ROOM TABLES

Contractor: Staples Advantage

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT PRICE	TOTAL
1	Revolution TOP 24x60	26	727.95	18,926.70
2	Revolution Folding Modesty	26	127.05	3303.30
3				
4				
5	Freight Charges	1	525.00	525.00
6	Installation Charges	1	880.00	880.00
7	Sales Tax			2079.90
8				
9				
10				

TOTAL BID: 25,714.90

SOLD TO:
QUOTE ONLY - Sunrise Customer

SHIP TO:
STACEY KENISON
CITY OF NEWARK
6800 MOWRY AVENUE
NEWARK, CA 94560
510 578-4409

Terms: Sunrise Billing

QUOTE NO	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
0005359409	01/27/15		F000000032	Mark.Raymond Miller

LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION	
		Special Instructions				
		RETURNS OF SPECIAL ORDER OR NON-STOCK FURNITURE WILL NOT BE ACCEPTED UNLESS MERCHANDISE IS DAMAGED OR DEFECTIVE. APPLICABLE SALES TAX WILL BE ADDED TO INVOICE THIS QUOTE IS VALID FOR 30 DAYS UNLESS OTHERWISE NOTED.				
0001	26	GFLIP24X60 PS FURNITURE INC (NS	REVOLUTION TOP 24 X 60 FLIP T LEG WITH CASTERS 35 LBS WINDSOR MAHOGANY	727.95	18926.70	
0002	26	MPF2460 PS FURNITURE INC (NS	REVOLUTION FOLDING MODESTY PANEL WINDSOR MAHOGANY	127.05	3303.30	
0006	1	SHIPPING & HANDLING PS FURNITURE INC (NS	FREIGHT FROM PS FURNITURE	525.00	525.00	
M001	1	CFSINSTALLIN SEABRITE BUILDERS	RECEIVE, DELIVER AND INSTALL DURING NORMAL BUSINESS HOURS	880.00	880.00	
				Freight Total	Actual 23635.00	

Customer acknowledges and agrees that in addition to any contractual terms between the parties, the Terms and Conditions located at www.staplesadvantage.com/business-interiors/ are included in any furniture order.

ACCEPTED BY _____

TITLE _____

DATE _____

J.1 Resolution of the City of Newark acting as the Successor Agency to the Newark Redevelopment Agency adopting and endorsing the Recognized Obligation Payment Schedule for the period of July to December 2015 (ROPS 15-16A) – from Administrative Services Director Woodstock. (RESOLUTION)

Background/Discussion – Assembly Bill (AB) 1x26 and the subsequent amendment, AB 1484, require agencies to adopt a Recognized Obligation Payment Schedule (ROPS) for each six (6) month period in which the Successor Agency is closing out the obligations of the former Newark Redevelopment Agency.

The Successor Agency and the Oversight Board previously have approved several ROPSs for periods between January 2012 and June 2015.

The only obligation remaining from the dissolution of the Newark Redevelopment Agency is the loan from the City to the Newark Redevelopment Agency. On June 27, 2012, the Governor signed AB 1484 which updated the procedures for the dissolution of the redevelopment agencies and indicated that a loan can be considered an obligation if the Agency obtains a Finding of Completion and the Oversight Board approves the loan as an obligation. The State Department of Finance issued a Finding of Completion to the Successor Agency and the Oversight Board approved the loan. The Successor Agency received the first payment on the loan in June 2014. ROPS 14-15B did not request any payment, because the full allocation for Fiscal Year 2014-2015 was received from ROPS 14-15A. ROPS 14-15B was still submitted to the State to recognize the outstanding debt balance on the loan.

The outstanding debt on the loan is \$404,241. Per HSC section 34191.4 (b) (2), the Agency can request \$48,007 in Fiscal Year 2015-2016 for repayment of the loan. Per HSC 34171 (b), the City can be reimbursed for administrative costs up to 3% of the property tax allocated to the Successor Agency which is \$3,145 in Fiscal Year 2015-2016. The Agency will request half of each of these amounts on ROPS 15-16A and the second half on ROPS 15-16B.

Upon approval by the Successor Agency, the ROPS 15-16A will be presented to the Oversight Board for consideration.

Attachment

Action - It is recommended that the City Council acting as the Successor Agency to the Newark Redevelopment Agency, by resolution, adopt and endorse the Recognized Obligation Payment for the period of July to December 2015 (ROPS 15-16A).

RESOLUTION NO. SA

RESOLUTION OF THE SUCCESSOR AGENCY TO THE
NEWARK REDEVELOPMENT AGENCY ADOPTING AND
ENDORING THE RECOGNIZED OBLIGATION PAYMENT
SCHEDULE FOR THE PERIOD OF JULY TO DECEMBER
2015 (ROPS 15-16A)

WHEREAS, on January 12, 2012, the City of Newark by Resolution No. 9910, duly adopted by the City Council, affirmatively and expressly elected to become the Successor Agency to the Newark Redevelopment Agency; and

WHEREAS, the Successor Agency is tasked with the responsibility of winding down the Redevelopment Agency's affairs and continuation to meet the former Redevelopment Agency's obligations; and,

WHEREAS, the Successor Agency has prepared and approved a Recognized Obligation Payment Schedule that details all financial obligations of the Successor Agency in winding down the activities of the former Newark Redevelopment Agency, for the period of July 1, 2015 to December 31, 2015; and

NOW, THEREFORE, BE IT RESOLVED, by the Successor Agency to the Newark Redevelopment Agency, as follows:

SECTION 1. The above recitals are true and correct and are adopted as the findings of the Successor Agency.

SECTION 2. The Recognized Obligations Payment Schedule, a copy of which is attached hereto, marked Exhibit "A", and incorporated herein by reference as if set forth at length, is hereby adopted.

Recognized Obligation Payment Schedule (ROPS 15-16A) - Summary

Filed for the July 1, 2015 through December 31, 2015 Period

Name of Successor Agency: Newark
 Name of County: Alameda

	Current Period Requested Funding for Outstanding Debt or Obligation	Six-Month Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):		
A	Bond Proceeds Funding (ROPS Detail)	\$ -
B	Reserve Balance Funding (ROPS Detail)	-
C	Other Funding (ROPS Detail)	-
D		-
E	Enforceable Obligations Funded with RPTTF Funding (F+G):	\$ 25,575
F	Non-Administrative Costs (ROPS Detail)	24,003
G	Administrative Costs (ROPS Detail)	1,572
H	Current Period Enforceable Obligations (A+E):	\$ 25,575

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
I	Enforceable Obligations funded with RPTTF (E):	25,575
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column S)	-
K	Adjusted Current Period RPTTF Requested Funding (I-J)	\$ 25,575

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
L	Enforceable Obligations funded with RPTTF (E):	25,575
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AA)	-
N	Adjusted Current Period RPTTF Requested Funding (L-M)	25,575

Certification of Oversight Board Chairman:
 Pursuant to Section 34177 (m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

 Name
 Title

/s/

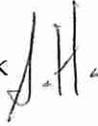
 Signature

 Date



City of Newark

MEMO

DATE: January 29, 2015
TO: City Council
FROM: Sheila Harrington, City Clerk 
SUBJECT: Approval of Audited Demands for the City Council Meeting of February 12, 2015.

REGISTER OF AUDITED DEMANDS

Bank of America General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
January 16, 2015	Pages 1-2	103694 to 103786	Inclusive
January 23, 2015	Pages 1	103787 to 103828	Inclusive
January 30, 2015	Pages 1-2	103829 to 103889	Inclusive



City of Newark

MEMO

DATE: January 29, 2015
TO: Sheila Harrington, City Clerk
FROM: Susie Woodstock, Administrative Services Director *SW*
SUBJECT: Approval of Audited Demands for the City Council Meeting of February 12, 2015.

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

RECEIVED
FEB 02 2015
CITY CLERK

Final Disbursement List. Check Date 01/16/15, Due Date 02/02/15, Discount Date 02/02/15. Computer Checks.

Check#	Vendor Number	Payee	Check Date	Check Amount	Description
103694	10736	ABACUS PRODUCTS INC	01/16/15	221.92	PRINTING SVCS
103695	10	ABC FIRE PROTECTION INC	01/16/15	422.22	FIRE EXTINGUISHER REPAIR/SERVICE
103696	10223	LEXISNEXIS RISK DATA MANAGEMENT INC	01/16/15	442.50	BACKGROUND CHECKS
103697	332	ADAMSON POLICE PRODUCTS PROFESSIONAL POL	01/16/15	2,659.60	FLARES
103698	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	01/16/15	1,260.88	PAYROLL PREMIUMS
103699	413	AIR EXCHANGE INC	01/16/15	2,541.46	REPAIRS AT FS#1 AND #3
103700	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	01/16/15	3,405.16	FIRE TRUCK SERVICE & REPAIRS
103701	2036	ALAMEDA COUNTY SHERIFF'S OFFICE REGIONAL	01/16/15	188.00	PATROL POST TRAINING
103702	287	ALAMEDA COUNTY SHERIFF'S OFFICE GREGORY	01/16/15	840.00	CRIME LAB FEES
103703	344	ALAMEDA COUNTY WATER DISTRICT	01/16/15	24,953.31	FY14-15 WATER CHARGES
103704	284	TREASURER OF ALAMEDA COUNTY INFORMATION	01/16/15	3,069.06	AWS ACCESS FEES
103705	12	ALLIED AUTO STORES INC	01/16/15	412.83	FY14-15 AUTO SUPPLIES
103706	11209	ASSOCIATED RIGHT OF WAY SVCS	01/16/15	1,485.00	CONSULTING AND APPRAISALS
103707	1043	APCO INTERNATIONAL INC ASSOCIATION OF PU	01/16/15	120.00	APCO MEMB DUES 2015
103708	348	AT&T	01/16/15	196.97	ANNUAL TELECOM FY2014-15
103709	147	AT&T MOBILITY	01/16/15	1,970.59	CELL SVC FOR MDT'S
103710	7077	B & A FRICTION MATERIALS	01/16/15	172.80	FY14-15 BRAKE SUPPLIES
103711	134	BATTERY SYSTEMS ACCOUNTING DEPT	01/16/15	406.25	FY14-15 VEHICLE BATTERIES
103712	381	BAY AREA NEWS GROUP EAST BAY	01/16/15	135.72	LEGAL ADS
103713	1131	BAY ISLAND OFFICIALS ASSOCIATION ATTN FR	01/16/15	330.00	GAME OFFICIALS
103714	161	CAPE ACCOUNTING	01/16/15	90.00	CAPE MEMB 2015
103715	6304	CLASSIC GRAPHICS T & J LEWIS INC	01/16/15	499.85	FY14-15 WELDING SERVICES
103716	10970	COCA COLA REFRESHMENTS UNION CITY SALES	01/16/15	478.47	CAFE PURCHASES
103717	10060	COMCAST	01/16/15	163.96	CABLE SVCS
103718	1056	CONSOLIDATED PRINTERS INC	01/16/15	9,920.65	SAMPLE BALLOT AND VOTER INFORMATION PAMP
103719	7633	CONTRA COSTA COUNTY SHERIFF'S OFFICE LAW	01/16/15	556.00	PATROL POST TRAINING
103720	10650	ALAN I NAGY	01/16/15	400.86	ELECTION PRINTING REFUND
103721	10650	RAY J RODRIGUEZ	01/16/15	400.86	ELECTION PRINTING DEPOSIT RTN
103722	10650	MIKE HANNON	01/16/15	400.86	ELECTION PRINTING DEPOSIT RTN
103723	10650	JACK DANE	01/16/15	400.86	ELECTION PRINTING DEPOSIT RTN
103724	10650	FRANCISCO PRECIADO JR	01/16/15	400.86	ELECTION PRINTING DEPOSIT RTN
103725	10650	MIKE BUCCI	01/16/15	400.86	ELECTION PRINTING DEPOSIT RTN
103726	10650	MARK GONZALES	01/16/15	400.86	ELECTION PRINTING DEPOSIT RTN
103727	10650	ELISABETH REID-GONZALEZ	01/16/15	400.86	ELECTION PRINTING DEPOSIT RTN
103728	10650	DAVID ROGOWSKI	01/16/15	400.86	ELECTION PRINTING DEPOSIT RTN
103729	10649	TED ROQUE	01/16/15	400.86	ELECTION PRINTING DEPOSIT RTN
103730	10793	PALO ALTO COMMUNITY CHILD CARE	01/16/15	5,100.00	PERFORMANCE BOND RTN Reinstated from cia
103731	10793	LYNN CHRISTIANSEN ESQUER	01/16/15	50.00	DEPOSIT RTN
103732	10793	DEBBIE HOSKINSON	01/16/15	100.00	BDAY DEPOSIT RTN
103733	10793	SOUTHERN ALCO DENTAL SOCIETY	01/16/15	100.00	BDAY DEPOSIT RTN
103734	10793	BERTHA AYALA	01/16/15	300.00	RENTAL DEPOSIT RTN
103735	10793	NANCY AYALA	01/16/15	300.00	RENTAL DEPOSIT RTN
103736	11096	D.W. NICHOLSON	01/16/15	3,366.00	HAND RAIL REPAIR
103737	63	THE GOODYEAR TIRE & RUBBER CO	01/16/15	1,829.13	FY14-15 TIRES
103738	7631	DELTA DENTAL	01/16/15	6,434.05	PAYROLL PREMIUMS
103739	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	01/16/15	256.00	FINGERPRINTING FEE ANNUAL PURCHASE ORDER
103740	11081	DIVISION OF STATE ARCHITECT ATTN: SB 118	01/16/15	346.85	STATE CASP FEE COLLECTED 10/1-12/31/14
103741	310	EQUIFAX INFORMATION SVCS LLC	01/16/15	50.84	CREDIT CHECK FEE ANNUAL PURCHASE ORDER
103742	10478	EUGENE'S HOME APPLIANCE SERVICE	01/16/15	4,697.44	EQUIP REPLACEMENT
103743	10642	FASFENAL COMPANY	01/16/15	1,020.31	FY14-15 HARDWARE & FASTENERS
103744	1120	FORENSIC ANALYTICAL SCIENCES, INC	01/16/15	622.00	LAB TESTS

Check#	Vendor Number	Payee	Check Date	Check Amount	Description
103745	234	FREMONT ALARM C/O JOE TRIMBLE	01/16/15	3,456.00	FY14-15 ALARM MONITORING AND REPAIR
103746	4441	FREMONT UNIFIED SCHOOL DISTRICT	01/16/15	25.00	JOB FAIR
103747	10707	GYM DOCTORS	01/16/15	150.00	FITNESS EQUIPMENT MTC
103748	65	JERRY HAAG URBAN PLANNER	01/16/15	2,070.00	CONTRACT PO
103749	167	HARRIS COMPUTER SYSTEMS	01/16/15	2,931.77	ANNUAL FINANCE SYSTEM TECHNICAL SOFTWARE
103750	11123	I PIZZA	01/16/15	329.10	CAFE PIZZAS
103751	2540	DEOL OIL JARVIS SHELL	01/16/15	496.94	FUEL/CAR WASHES
103752	6009	JT2 INTEGRATED RESOURCES ATTN: CLAIMS AC	01/16/15	37,190.71	WORKER'S COMPENSATION REPLENISHMENT
103753	6690	KELLY-MOORE PAINT COMPANY INC	01/16/15	137.48	FY14-15 PAINT & PAINT SUPPLIES
103754	9904	CYNTHIA M KIRBY	01/16/15	1,050.00	POLYGRAPH TESTS FOR SAFETY CANDIDATES
103755	7964	KNORR SYSTEMS INC	01/16/15	384.08	POOL MTC
103756	1163	LEAGUE OF CALIFORNIA CITIES	01/16/15	14,620.67	MEMBERSHIP DUES
103757	7189	LINCOLN EQUIPMENT INC	01/16/15	48.53	POOL EQUIPMENT
103758	11246	LOOMIS ARMORED	01/16/15	561.13	ARMORED CAR SERVICE
103759	7618	METLIFE SPC	01/16/15	1,932.97	PAYROLL PREMIUMS
103760	10920	MOUNTAIN MIKE'S PIZZA	01/16/15	35.95	SPECIAL EVENT FOOD
103761	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	01/16/15	1,839.00	FY14-15 AUTO SUPPLIES
103762	10750	NATIONAL AQUATICS SERVICES	01/16/15	742.21	POOL MTC
103763	8675	NENA NATIONAL EMERGENCY NUMBER ASSOCIATI	01/16/15	137.00	NENA MEMB 2015
103764	10865	NEW IMAGE LANDSCAPE	01/16/15	12,623.00	PROJECT 1007B CHANGE ORDER 2
103765	2027	PACHECO BROTHERS GARDENING INC MB	01/16/15	10,910.00	BIRCH GROVE PARK PICNIC AREAS
103766	3429	PEARSON EQUIPMENT & MAINTENANCE	01/16/15	321.07	FY14-15 UST SERVICE
103767	10580	PEELLE TECHNOLOGIES INC	01/16/15	3,360.00	ANNUAL LASERFICHE MAINTENANCE AGREEMENT
103768	329	PHOENIX GROUP INFORMATION SYSTEMS	01/16/15	175.00	PARKING CITATION PROGRAM
103769	10668	PRUDENTIAL OVERALL SUPPLY	01/16/15	1,608.64	FY14-15 MATS/TOWELS/UNIFORMS
103770	10927	PUBLIC SAFETY TRAINING INSTITUTE	01/16/15	300.00	PATROL POST TRAINING
103771	4346	QUALITY SIGN & BANNER	01/16/15	13.08	NAME PANEL
103772	11074	RUTAN & TUCKER LLP	01/16/15	1,443.00	LITIGATION AND CONSULTING
103773	5068	SAFEMAY SIGN COMPANY	01/16/15	1,803.28	FY14-15 REGULATORY AND STREET NAME SIGNS
103774	112	WILLE ELECTRICAL SUPPLY CO INC	01/16/15	1,381.07	ELECTRICAL SUPPLIES
103775	11167	SESAC	01/16/15	719.00	ANNUAL FEE
103776	377	SIMON & COMPANY INC	01/16/15	1,928.12	LEGISLATIVE SERVICES
103777	40	STAPLES ADVANTAGE DEPT LA	01/16/15	2,043.25	OFFICE SUPPLIES
103778	4415	STATE BOARD OF EQUALIZATION	01/16/15	777.21	UST MAINTENANCE FEE RETURN
103779	4510	THARCO	01/16/15	596.42	STORAGE BOXES FOR EVIDENCE
103780	10950	THIRD DEGREE COMMUNICATIONS, INC	01/16/15	375.00	INVESTIGATIONS POST TRAINING
103781	146	THYSSENKRUPP ELEVATOR CORPORATION	01/16/15	3,434.58	FY14-15 ELEVATOR SERVICE AT CAB
103782	132	TRI-CITY ROCK INC	01/16/15	849.22	ROCK AND SOIL FOR VARIOUS PARKS
103783	135	TURF & INDUSTRIAL EQUIPMENT CO	01/16/15	3,215.50	EQUIPMENT RENTAL
103784	5623	VERIZON WIRELESS	01/16/15	1,053.27	CELL SVC FOR IPHONES
103785	5732	WATERPROOFING ASSOCIATES	01/16/15	3,993.00	ROOF REPAIRS AT SERVICE CENTER/CITY HALL
103786	5050	WEST COAST ARBORISTS INC	01/16/15	1,425.00	STREET/PARK TREE PRUNING
Total					207,909.81

MLCR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
103787	10658	4LEAF INC	01/23/15	2,160.00	FY14-15 BLDG INSPECTION SRVCS
103788	3853	COUNTY OF ALAMEDA INTERNAL AUDIT UNIT RI	01/23/15	736.00	CITATION PROCESSING
103789	348	AT&T	01/23/15	493.63	ANNUAL TELECOM FY2014-15
103790	1085	AT&T	01/23/15	38.55	LONG DISTANCE FY2014-15
103791	1963	BAILEY FENCE COMPANY INC	01/23/15	883.00	CW FENCE REPAIR
103792	2970	MICHAEL BONNIE COMPUTER CONSULTING GROUP	01/23/15	375.00	BLDG PERMIT MAINTENANCE AND SUPPORT.
103793	10301	MARTHA G BRONITSKY	01/23/15	465.50	PAYROLL WITHHOLDINGS
103794	10261	CARBONIC SERVICE	01/23/15	347.00	POL CHEMICALS
103795	33	CENTRAL TOWING & TRANSPORT LLC	01/23/15	65.00	TOWING SVCS
103796	214	CENTRAL VETERINARY HOSPITAL	01/23/15	562.37	VET SVCS
103797	458	CHEVRON AND TEXACO BUSINESS CARD SERVICE	01/23/15	295.38	FY14-15 FUEL
103798	373	NCCCA C/O LISA NATUSCH	01/23/15	40.00	BUSINESS MEETING
103799	160	CPOA CALIFORNIA PEACE OFFICERS' ASSOCIAT	01/23/15	504.00	PATROL POST TRAINING
103800	11076	CRIME SCENE CLEANERS INC	01/23/15	65.00	OFFICER UNIFORM DAMAGE
103801	11184	CRW SYSTEMS INC	01/23/15	29,375.00	BLDG PERMIT TRACKING SOFTWARE SYSTEM
103802	10649	SPRIG ELECTRIC	01/23/15	1,000.00	REFUND PERFORMANCE BOND
103803	10649	EVENFLOW PLUMBING	01/23/15	1,000.00	REFUND PERFORMANCE BOND
103804	10649	CH2M HILL	01/23/15	1,000.00	ENCROACHMENT PERMIT 2013-331 REFUND PERF
103805	10793	DORLEA TOLLIVER	01/23/15	300.00	RENTAL DEPOSIT REFUND
103806	10793	BELINDA W SOLOVEI	01/23/15	100.00	RENTAL DEPOSIT REFUND
103807	41	DALE HARDWARE	01/23/15	21.75	14-15 MISC SUPPLIES
103808	10216	FILICE ENTERPRISES, INC FIBAR SYSTEMS DI	01/23/15	6,724.76	FY14-15 CW PLAYGROUND RESURFACING
103809	2986	FIRESTONE PHOTOGRAPHY	01/23/15	262.65	UB Lt. PORTRAITS
103810	5137	FOUR SEASONS POOL SERVICE	01/23/15	1,500.00	FY14-15 POOL PARTS & REPAIRS
103811	550	FREMONT RUBBER STAMP CO INC	01/23/15	74.88	DATE STAMP
103812	313	FREMONT URGENT CARE CENTER	01/23/15	278.00	PRE-EMPLOYMENT AND DOT PHYSICAL SERVICES
103813	7964	KNORR SYSTEMS INC	01/23/15	1,278.95	POOL MTC
103814	293	LANGUAGE LINE SERVICES INC	01/23/15	109.27	INTERPRETATION SVCS
103815	11205	MARINA ZEPEDA TRI COUNTY BLDG MAINT	01/23/15	2,265.00	FY14-15 JANITORIAL SERVICES
103816	4313	ANGELA MONTEZ	01/23/15	30.24	MILEAGE REIMB
103817	3452	NEWARK PAVILION	01/23/15	750.00	RENTAL AGREEMENT
103818	9751	NCFMA - TREASURER TONY BULYGO	01/23/15	105.00	MEMBERSHIP DUES FOR EQUIPMENT SHOP
103819	349	PACIFIC GAS & ELECTRIC	01/23/15	36,753.79	FY14-15 GAS/ELECTRIC CHARGES
103820	11263	DEVIN PENNIX	01/23/15	600.00	DJ SERVICES
103821	2460	PERS LONG-TERM CARE PROGRAM	01/23/15	67.54	PAYROLL PREMIUMS
103822	4058	POLICE EXECUTIVE RESEARCH FORUM	01/23/15	200.00	PERF MEMB 2015
103823	7816	PRECISION CONCRETE CUTTING INC	01/23/15	2,910.90	SIDEWALK CONCRETE CUTTING
103824	3674	PRIORITY 1 PUBLIC SAFETY EQUIPMENT INSTA	01/23/15	33,318.98	PD VEHICLE OUTFITTING
103825	11056	R-COMPUTER	01/23/15	1,920.65	LAPTOP EQUIPMENT REPLACEMENT; SERVER MEM
103826	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	01/23/15	135.00	PAYROLL WITHHOLDING
103827	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	01/23/15	150.00	PAYROLL WITHHOLDING
103828	3320	U S BANK	01/23/15	920.00	LOIBS AREA IMP #33(2000)
Total					130,182.79

Final Disbursement List. Check Date 01/30/15, Due Date 02/09/15, Discount Date 02/09/15. Computer Checks.
 Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
103829	10658	4LEAF INC	01/30/15	4,296.50	FY14-15 BLDG INSPECTION SRVCS
103830	10736	ABACUS PRODUCTS INC	01/30/15	490.25	PRINTING SVCS
103831	10860	SANDY ABE	01/30/15	285.70	EE APPRECIATION LUNCH EXPENSES
103832	10027	AD SERVICES	01/30/15	190.00	COURIER SERVICES
103833	10138	KEITH ADAMS	01/30/15	200.00	RESERVE UNIF ALLOWANCE
103834	332	ADAMSON POLICE PRODUCTS PROFESSIONAL POL	01/30/15	972.83	AMMUNITION
103835	1774	AIRGAS USA, LLC	01/30/15	49.87	FY14-15 WELDING SUPPLIE
103836	2067	AJW CONSTRUCTION	01/30/15	6,490.00	RETENTION PAYMENT
103837	886	CITY OF SAN LEANDRO FINANCE DEPT.	01/30/15	3,283.00	MEMBERSHIP DUES
103838	10004	ALIDATA LLC	01/30/15	1,500.00	EQUIPMENT SHOP DATA SOFTWARE RENEWEL
103839	411	AIG BENEFIT SOLUTIONS	01/30/15	454.40	LIFE INSURANCE PREMIUM ANNUAL PURCHASE O
103840	100	ARC DOCUMENT SOLUTIONS	01/30/15	24.53	PUBLIC WORKS TRIPPLICATE FORM (ENCROACHME
103841	10990	BADAWI & ASSOCIATES	01/30/15	5,432.22	AUDITING SERVICES
103842	4534	BAY AREA BARRICADE SERVICE INC	01/30/15	163.50	FY14-15 STEEL POSTS
103843	1905	BAY EQUIPMENT AND REPAIR	01/30/15	304.00	FY14-15 TRUCK AND HEAVY EQUIP.
103844	1157	CCWUSA	01/30/15	75.00	WARRANT SWVC ASSOC MEMB
103845	6950	CALICO CENTER	01/30/15	5,000.00	CALICO
103846	11026	CINTAS DOCUMENT MANAGEMENT	01/30/15	112.94	SHREDDING SVCS
103847	10060	COMCAST	01/30/15	96.86	CABLE
103848	3664	CSMFO CALIFORNIA SOCIETY OF MUNICIPAL FI	01/30/15	110.00	MEMBERSHIP DUES
103849	11032	CUBE SOLUTIONS	01/30/15	366.92	OFFICE EQUIPMENT - REPLACEMENT
103850	10793	LUKE RINGELMAN	01/30/15	40.00	PARTIAL PASS REFUND
103851	10793	VERONICA GONZALEZ	01/30/15	300.00	RETINAL DEPOSIT RTN
103852	41	DALE HARDWARE	01/30/15	670.13	14-15 MISC SUPPLIES
103853	10725	JOHN KOVACH	01/30/15	1,259.10	EE COMPUTER LOAN PROGRAM
103854	522	FEDEX	01/30/15	13.90	PACKAGE DELIVERY
103855	1120	FORENSIC ANALYTICAL SCIENCES, INC	01/30/15	190.00	LAB TESTS
103856	5137	FOUR SEASONS POOL SERVICE	01/30/15	6,191.80	FY14-15 POOL PARTS & REPAIRS
103857	5106	CITY OF FREMONT FINANCIAL SERVICES OFFIC	01/30/15	25,392.50	MCTF CONTRIBUTION
103858	964	GALLS, LLC	01/30/15	1,324.90	UB RAIN JACKETS
103859	11157	JASON GERMANO	01/30/15	200.00	RESERVE UNIF ALLOWANCE
103860	10144	SHEILA HARRINGTON	01/30/15	561.10	LAW CONFERENCE EXPENSES
103861	1591	PHILIP H HOLLAND	01/30/15	200.00	RESERVE UNIF ALLOWANCE
103862	1457	HOME DEPOT CREDIT SERVICES DEPT 32-25409	01/30/15	17.49	MISC SUPPLIES
103863	7593	BRUCE HOWCROFT	01/30/15	200.00	RESERVE UNIF ALLOWANCE
103864	6009	JT2 INTEGRATED RESOURCES CORPORATE ACCOU	01/30/15	3,303.47	WORKER'S COMPENSATION ADMINISTRATION FEE
103865	711	LEXISNEXIS	01/30/15	160.00	LEGAL ONLINE RESOURCE
103866	80	LYNN PEAVEY COMPANY	01/30/15	48.33	EVIDENCE SUPPLIES
103867	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	01/30/15	451.35	EMPLOYEE ASSISTANCE PROGRAM FEE ANNUAL P
103868	9029	MEYERS NAVE RIBACK SILVER & WILSON	01/30/15	974.12	LITIGATION SERVICES
103869	10920	MOUNTAIN MIKE'S PIZZA	01/30/15	43.98	SPECIAL EVENT FOOD
103870	11048	MURPHY, PEARSON, BRADLEY & FEENEY	01/30/15	448.38	LITIGATION SERVICES
103871	10750	NATIONAL AQUATICS SERVICES	01/30/15	1,983.89	GELCOAT REPAIR
103872	11089	NEWPARK AUTO SERVICE	01/30/15	245.97	FY14-15 SMOGS AND REPAIRS
103873	349	PACIFIC GAS & ELECTRIC	01/30/15	20,847.35	FY14-15 STREET/TRAFFIC LIGHT ENERGY
103874	3429	PEARSON EQUIPMENT & MAINTENANCE	01/30/15	2,212.50	FY14-15 UST SERVICE
103875	78	PERFORMANCE PEST MANAGEMENT	01/30/15	299.00	FY14-15 PEST CONTROL
103876	329	PHOENIX GROUP INFORMATION SYSTEMS	01/30/15	138.85	PARKING CITATION PROGRAM
103877	3674	PRIORITY 1 PUBLIC SAFETY EQUIPMENT INSTA	01/30/15	1,714.04	FY14-15 CRUISER CHANGE OVER WORK
103878	107	RALEY'S SUPERSTORES IN STORE CHARGE-ACCT	01/30/15	242.00	PROGRAM SUPPLIES
103879	11234	RAY MORGAN COMPANY	01/30/15	4,351.38	COPIER RENTAL AGREEMENT RESO#10263

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
103880	9811	REDFLEX TRAFFIC SYSTEMS	01/30/15	23,456.00	REDLIGHT CAMERA MONITORING
103881	7885	RENNE SLOAN HOLTZMAN SAKAI LLP	01/30/15	346.50	LEGAL ADVICE FEES
103882	11074	RUTAN & TUCKER LLP	01/30/15	6,373.00	LITIGATION AND CONSULTING
103883	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	01/30/15	170.00	SPAM AND VIRUS FILTER SERVICE
103884	1683	S.B.R.P.S.T.C.	01/30/15	105.00	PATROL POST TRAINING
103885	10998	GARY M SHELDON VBS SERVICES	01/30/15	350.00	BLOOD WITHDRAWAL SVC
103886	5623	VERIZON WIRELESS	01/30/15	99.90	CELL SVC FOR IPHONES
103887	5623	AMERICAN MESSAGING	01/30/15	23.11	PAGER SVC
103888	10249	WASHINGTON TOWNSHIP	01/30/15	25.00	VACCINATION SERVICES
103889	340	WITMER-TYSON IMPORTS	01/30/15	728.90	K9 TRAINING/SUPPLIES
Total					135,601.46