



CITY OF NEWARK CITY COUNCIL

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-578-4206 • F-mail: city.clerk@newark.org

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

AGENDA

Thursday, May 14, 2015

- A. ROLL CALL**
- B. MINUTES**
- B.1 Approval of Minutes of the regular City Council meeting of Thursday, April 23, 2015. (MOTION)**
- C. PRESENTATIONS AND PROCLAMATIONS**
- D. WRITTEN COMMUNICATIONS**
- E. PUBLIC HEARINGS**
- E.1 Hearing to consider a request by the League of Volunteers (LOV), for P-15-11, a planned unit development, and U-15-12, a conditional use permit, to have a circus at the NewPark Mall parking lot (APNS: 901-111-20 & 21) with performances from September 3 through September 7, 2015; and authorization to waive the application fee – from Assistant City Manager Grindall. (RESOLUTION)(MOTION)**
- F. CITY MANAGER REPORTS**
- (It is recommended that Items F.1 through F.6 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 Second reading and adoption of two ordinances approving the rezoning of property from Limited Industrial to Medium Density Residential – Form Based Codes for the Trumark Dumbarton Transit Oriented Development Residential Project– from City Clerk Harrington. (ORDINANCES-2)**

- F.2 Authorization for the City Manager, or Designee, to Sign a Tolling and Relocation Agreement with Gallade Enterprises, LLC and to Review and Comment on Gallade Enterprises' Proposed Allocation of Relocation Expenses – from City Attorney Benoun and Assistant City Manager Grindall. (RESOLUTION)**
- F.3 Ordinance to Commit Funds for Managing Waste and Recycling – Administrative Services Director Woodstock (INTRODUCTION OF AN ORDINANCE)**
- F.4 Authorization for the City Manager to sign a Measure BB Master Programs Funding Agreement between the Alameda County Transportation Commission and the City of Newark – from Assistant City Engineer Fajeau. (RESOLUTION)**
- F.5 Acceptance of work with Chrisp Company for 2012-2013 Citywide Thermoplastic Street Striping, Project 1036 – from Associate Civil Engineer Tran. (RESOLUTION)**
- F.6 Acceptance of work with Rosas Brothers Construction for 2014 Curb, Gutter and Sidewalk Replacement, Project 1065 – from Assistant City Engineer Fajeau. (RESOLUTION)**

NONCONSENT

- F.7 Authorization for the Mayor to Sign an Agreement with SoftResources, LLC to provide Integrated Financial Information System Consulting Services and authorization for the City Manager to sign an amendment to implement Phase 3 of the scope of work – from Administrative Services Director Woodstock. (RESOLUTION)**

G. CITY ATTORNEY REPORTS

- G.1 Claims of Moises Torres, Allstate Insurance Company, James McThorn, and Luis Torres – from Deputy City Clerk Slaffer. (MOTION)**
- G.2 Claim of Leroy and Diane Higgins – from Deputy City Clerk Slaffer. (MOTION)**
- G.3 Claim of 21st Century Insurance – from Deputy City Clerk Slaffer. (MOTION)**
- G.4 Claim of Richard Brower – from Deputy City Clerk Slaffer. (MOTION)**

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

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

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

Approval of Audited Demands for the City Council meeting of May 14, 2015. (MOTION)

M. CLOSED SESSION

N. ADJOURNMENT

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

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



CITY OF NEWARK CITY COUNCIL

37101 Newark Boulevard, Newark, CA 94580-3796 • 510-578-4266 • E-mail: city.clerk@Newark.org

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

AGENDA

Thursday, May 14, 2015

CITY COUNCIL:

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

CITY STAFF:

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

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

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

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

The attached *Agenda* gives the *Background/Discussion* of agenda items. Following this section is the word *Attachment*. Unless "none" follows *Attachment*, there is more documentation which is available for public review at the Newark Library, the City Clerk's office or at www.newark.org. 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, April 23, 2015

A. ROLL CALL

Mayor Nagy called the meeting to order at 7:30 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, April 9, 2015.

Vice Mayor Collazo moved, Council Member Bucci seconded, to approve the Minutes of the regular City Council meeting. The motion passed, 4 AYES, 1 ABSTENTION (Hannon).

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Commending Farmaan Judge.

Mayor Nagy presented a commendation to Farmaan Judge who was inducted into the Alameda County Women's Hall of Fame in the Youth Category.

C.2 Introduction of employee.

Mayor Nagy introduced Public Works Maintenance Supervisor Tonya Connolly.

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

Mayor Nagy presented the proclamation to Thuy Fontelera of the East Bay Housing Organizations.

C.4 Proclaiming May as National Water Safety Month in Newark.

Mayor Nagy presented the proclamation to Senior Recreation Supervisor Peter Beireis.

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

Mayor Nagy presented the proclamation to Assistant City Engineer Soren Fajcau.

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

Mayor Nagy presented the proclamation to Captain Eric Morua of the Alameda County Fire Department.

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

Mayor Nagy presented the proclamation to Police Chief Leal.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

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

(CONTINUED FROM MAY 8, 2014)

RESOLUTION NO. 10335
ORDINANCE INTRODUCED

RESOLUTION NO. 10336

CONTRACT NO. 15009

RESOLUTION NO.10337

CONTRACT NO. 15010

RESOLUTION NO. 10338

MOTION APPROVED

MOTION APPROVED

Assistant City Manager Grindall stated that items E.1 and E.2 were related projects with the same developer and a shared Environmental Impact Report. These projects would acquire the Gallade Chemical property and convert it into a park. The contamination clean up has started and regulatory agency approvals would be needed before residential units could be built.

Assistant City Manager Grindall reviewed the fees that the City would receive and noted that the project was a net positive on City resources. He stated that the Newark Unified School District has indicated that they have room in the local schools to accommodate the children who will live in the area.

Mayor Nagy opened the public hearing at 8:01 p.m.

Veronica Vargas, representing Trumark Homes, said that she had read the resolutions and agreed to the conditions.

Ricardo Corte submitted a petition against both projects (On file with the City Clerk). Mr. Corte stated that he was against the development due to the chemical contaminants in the soil and groundwater. He requested that the City consider an alternate plan such as rezoning the land for technology parks.

Wynn Greich stated that whatever was built on that property would contaminate the aquifers. She discouraged building new homes during the drought.

Margaret Lewis stated that a human health risk for the proposed park has not been performed. She noted that the homes east of Gallade have had air monitoring for the past 25 years. She stated that full restoration will take years and development should not be considered until after the completion of the restoration.

John Henneberry read aloud from the Environmental Impact Report for the project. He stated that the proposed development was bad for Newark now and in the future. He requested that the City Council vote no.

Lad Cahoun outside environmental counsel for Trumark Homes stated that both projects will improve environmental conditions on the sites and facilitate remediation of the contamination. He quoted from an email written by Mark Johnson of the Regional Water Quality Control Board "the clean up plans, when fully implemented, will render the property safe for future residential uses."

In response to Council Member Buccini, Peter Lantry, Cornerstone Earth Group, described the measures that will be taken to prevent vapor intrusion and the testing that will be performed as the homes are constructed.

Angela Karin stated that she is a mechanical engineer with extensive experience in the clean up of contaminated sites. She stated that California has strong environmental

regulations for the clean up of this project. She lives in Newark and would like to see the area developed to add value to the City.

Mayor Nagy closed the public hearing at 8:35 p.m.

Assistant City Manager Grindall stated that the San Francisco Public Utilities Commission submitted a letter today requesting emergency vehicle access lane. The developer will provide an easement across the property as shown on the project map.

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

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

**RESOLUTION NO. 10339
ORDINANCE INTRODUCED**

**RESOLUTION NO. 10340
CONTRACT NO. 15011
RESOLUTION NO.10341
CONTRACT NO. 15012
RESOLUTION NO. 10342
MOTION APPROVED
MOTION APPROVED**

Assistant City Manager Grindall noted that a portion of this project has a capped pond that was used as a settlement pond for a large industrial plant. This development will remove the capped materials. This project will result in fees to the City and the developer is responsible for the clean up of the project.

Mayor Nagy opened the public hearing at 8:44 p.m.

Veronica Vargas, representing Trumark Homes, said that she had read the resolutions and agreed to the conditions. She described the development of the property and the fees that both the City and School District will receive. She estimated that they would break ground in 2017 and the homes would sell at the market rate at that time.

Wynn Greich stated that Newark residents have to sacrifice their water usage for this project. She noted the water rates have increased recently. She was concerned with the additives in the water and their potential health effects.

Margaret Lewis asked who would pay for the long term monitoring costs of the developments.

Assistant City Manager Grindall stated that the City is not responsible for the monitoring. The party responsible for the original contamination is responsible for the monitoring costs.

John Henneberry read from the Environmental Impact Report. He described the process to transport the contaminated materials from the site. He requested that City Council vote no.

Mayor Nagy closed the public hearing at 8:57 p.m.

Assistant City Manager Grindall responded to Council Member Freitas' question regarding the Dumbarton Rail project status. Funding for the rail project was diverted. There is interest in a bus hub at that location.

In response to Council Member Bucci, Peter Lantry, Cornerstone Earth Group, described the safety measures during the excavation of the capped pond.

Council Member Freitas moved, Vice Mayor Collazo seconded to: (1) Adopt a

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

F. CITY MANAGER REPORTS

Council Member Hannon requested that item F.1 be removed for separate consideration.

Vice Mayor Collazo moved, Council Member Bucci seconded, to approve Consent Calendar Items F.2 through F.5, 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.2 Authorization for the Mayor to execute an agreement with artist Dennis Smith for replacement of the Summer Series “Pitcher” sculpture and to revise the 2014-2016 biannual budget. RESOLUTION NO. 10343 CONTRACT NO. 15013**
- F.3 Approval of plans and specifications for the 2015 Weed Abatement Program, and award the contract to New Image Landscape Company. MOTION APPROVED RESOLUTION NO. 10344 CONTRACT NO. 15014**
- F.4 Declaration of intent to abandon a portion of Hickory Street right-of-way north of Perrin Avenue and establishment of May 28, 2015, as the date for a public hearing. RESOLUTION NO.10345**

- F.5 Authorization for the Mayor to sign a License Agreement with NewPark Mall for the Police Department to use space as a static display and temporary office. RESOLUTION NO. 10346**

NONCONSENT

- F.1 Resolution authorizing the Annual Program Submittal for Measures B and BB funding of paratransit services. RESOLUTION NO. 10347**

Council Member Hannon discussed the importance of funding paratransit services for the community.

Council Member Hannon moved, Council Member Freitas seconded to approve the resolution authorizing the annual program submittal for Measures B and BB funding of paratransit services. The motion passed, 5 AYES.

G. CITY ATTORNEY REPORTS

- G.1 Claim of Bernadette Jolivet. MOTION APPROVED**

City Attorney Benout gave the staff report recommending denial of the claim.

Council Member Freitas moved, Vice Mayor Collazo seconded to deny the claim and authorize staff to inform the claimant of such denial. The motion passed, 5 AYES.

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

- I.1 Consideration of City Council's summer meeting recess during the month of August 2015 . MOTION APPROVED RESOLUTION NO. 10348**

Mayor Nagy recommended that the City Council declare a summer recess during the month of August and authorize the City Manager to take administrative actions on behalf of the City Council during the recess.

Council Member Freitas moved, Vice Mayor Collazo seconded to, by motion, approve a City Council summer meeting recess during the month of August 2015 and, by resolution,

authorize the City Manager, or his designee, to take action on certain administrative matters on behalf of the City of Newark during the recess. The motion passed, 5 AYES.

Council Member Hamon encouraged the public to attend Stage 1's production of Jesus Christ Superstar.

Council Member Freitas commended the Mayor's State of the City speech.

Council Member Bucci stated that the Rotary and Optimist Clubs were holding a pancake breakfast on May 2 to benefit Relay for Life.

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

K. ORAL COMMUNICATIONS

Wynn Gricich stated she would be marching against chemtrails at the Ferry Building in San Francisco on Saturday. She spoke about the additives in water and the health impact to people. She noted that Sonoma recently voted against fluoridating their water.

John Henneberry requested that the City open the library daily by paying Alameda County for an additional 26 hours per week. He cited his poll on city salaries and questioned how the Utility Users Tax funds were used by the city. He shared his opinion on the abilities of the Executive Team and requested that Officer Neithereutt be fired.

L. APPROPRIATIONS

Approval of Audited Demands for the City Council meeting of April 23, 2015.

City Clerk Harrington read the Register of Audited Demands: Check numbers 104367 to 104484.

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

M. CLOSED SESSION

City Attorney Benoun stated that after the April 23, 2015, agenda was prepared and posted, the need to take action on the following matter arose:

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.

City Attorney Benoun stated that the Brown Act allows the item to be added to the agenda if two-thirds of the City Council determines that the need to take action arose subsequent to the agenda being posted and votes to add it to the agenda.

Vice Mayor Collazo moved, Council Member Bucci seconded to add to the agenda item M.3 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. The motion passed, 5 AYES.

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

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

- M.3 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.**

At 9:30 p.m. the City Council recessed to a closed session.

At 9:37 p.m. the City Council convened in closed session.

At 10:37 p.m. the City Council reconvened in open session with all Council Members present.

City Attorney Benoun announced that there were no reportable actions for Closed Session M. 1 and M.2.

City Attorney Benoun announced for Closed Session M.3 that the City Council authorized and directed the City Manager to execute a Settlement Agreement by and between Newark Partners, LLC, and Citizens Committee to Complete the Refuge, the material terms of which require the City to enter into a Stipulated Judgment that contains the following: (1) The CEQA allegations made by Citizens Committee to Complete are DENIED; (2) Newark Partners, LLC, shall wholly pay Petitioner's attorney's fees, with no contribution from the City; (3) City shall provide clarifying language in all copies of the Stipulated Judgment of the City's General Plan and General Plan Tune Up EIR maintained at City libraries and offices that shall state that, in summary, that all references to the Area 3 and 4 Specific Plan EIR in the General Plan Tune Up Program EIR shall be deemed to refer to the Areas 3 and 4 Specific Plan Project Recirculated Environmental Impact Report; and (4) that such documents shall also be provided on the City's website.

N. ADJOURNMENT

At 10:37 p.m. Vice Mayor Collazo moved, Council Member Bucci seconded to adjourn the City Council meeting. The motion passed, 5 AYES.

E.1 Hearing to consider a request by the League of Volunteers (LOV), for P-15-11, a planned unit development, and U-15-12, a conditional use permit, to have a circus at the NewPark Mall parking lot (APNS: 901-111-20 & 21) with performances from September 3 through September 7, 2015; and authorization to waive the application fee – from Assistant City Manager Grindall. (RESOLUTION)(MOTION)

Background/Discussion – The League of Volunteers (LOV) has submitted an application to have a fund-raising circus, Circus Vargas, at the NewPark Mall parking lot with performances from September 3 (Thursday) through September 7 (Monday), 2015. Per the applicant, “Circus Vargas is a one-ring extravaganza with spectacular acts, lighting and music, all inside a tent.” The circus would have no animals. The circus location would be southwest of Burlington Coat factory, which is the same location as in previous years. Next to the main entrance to the “Big Top” tent, which is about 45 feet high, would be a food trailer (no alcoholic beverage sales). Ten 1-1/2 hour shows are requested with expected attendance between 300 and 500 per performance. Circus management provides in-house security guards and management carries cell phones in case of a 911 Emergency. The security can use cell phones to contact local law enforcement if the need exists.

The applicant, a non-profit organization, has also requested a waiver of the application fee.

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

Attachment

Update -- At its meeting of April 28, 2014, the Planning Commission approved Resolution No. 1908 with Exhibit A, pages 1 through 4, the request by LOV (League of Volunteers), for P-15-11, a planned unit development, and U-15-12, a conditional use permit, to have a circus at the NewPark Mall parking lot (APNS: 901-111-20 & 21) with performances from September 3 through September 7, 2015.

Action - It is recommended that the City Council: (1) by resolution, approve a request by the League of Volunteers (LOV) with Exhibit A pages 1 through 4, for P-15-11, a planned unit development, and U-15-12, a conditional use permit, to have a circus at the NewPark Mall parking lot (APNS: 901-111-20 & 21) with performances from September 3 through September 7, 2015; and (2) by motion, authorize a waiver of the application fee.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING P-15-11, A PLANNED UNIT DEVELOPMENT, AND U-15-12, A CONDITIONAL USE PERMIT, TO HAVE A CIRCUS AT THE NEWPARK MALL PARKING LOT (APNS: 901-111-20 & 21) WITH PERFORMANCES FROM SEPTEMBER 3 THROUGH SEPTEMBER 7, 2015

WHEREAS, IOV (League of Volunteers) has filed with the City Council of the City of Newark application for P-15-11, a planned unit development, and U-14-12, a conditional use permit, to have a circus at the NewPark Mall parking lot with performances from September 3 through September 7, 2015; and

PURSUANT to Municipal Code Section 17.72.060, a public hearing notice was published in The Argus on April 17, 2015, and mailed as required, and the Planning Commission held a public hearing on said application at 7:30 p.m. on April 28, 2015 at the City Administration Building, 37101 Newark Boulevard, Newark, California; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby approve this application as shown on Exhibit A, pages 1 through 4, subject to compliance with the following conditions:

Planning Division

- a. This approval shall be for ten (10) shows commencing on September 3, 2015, and concluding on September 7, 2015.
- b. All sound equipment and speakers associated with this project shall be inside the circus tent. The volume levels of all sound equipment and speakers associated with this project shall not exceed levels determined to be acceptable by the Community Development Director.
- c. All lighting shall be directed on-site so as not to create glare off-site.
- d. Parking lot cleaning with sweeping or vacuum equipment shall not be permitted between 11:00 p.m. and 7:00 a.m.
- e. Garbage and recycling pick-up shall be coordinated with Republic, Inc. so that a sufficient number of dumpsters are available on-site and picked-up to ensure no refuse, garbage or recycling is stored outdoors except within the approved trash and recycling dumpsters. Prior to the first circus performance, the developer shall submit written evidence of Republic, Inc.'s approval.

- f. The site and its improvements shall be maintained in a neat and presentable condition, to the satisfaction of the Community Development Director. This shall include, but not be limited to, repainting surfaces damaged by graffiti and site clean-up. Graffiti removal/repainting and site clean-up shall occur on a continuing, as needed basis. Any vehicle or portable building brought on the site shall remain graffiti free.
- g. Construction equipment, including compressors, generators and mobile equipment shall be fitted with heavy-duty mufflers designed to reduce noise impacts.
- h. The circus staff shall, as necessary, direct patrons to park their vehicles in the NewPark Mall parking lot.
- i. Prior to the first circus performance, the circus staff shall submit evidence of approval from the County Health Department for the proposed food and beverage sales. There shall be no alcoholic beverage sales.
- j. Within 24 hours of the conclusion of the final performance on September 7, 2015, all structures and improvements brought to the subject site associated with this project shall be removed and the site returned to its original, pre-circus condition, to the satisfaction of the Community Development Director.

Engineering Division

- k. The circus staff shall implement all applicable Best Management Practices (BMPs) from the California Best Management Practice Handbook for Construction Activities to prevent the pollution or contamination of storm water runoff from the project area. Additional BMPs may be required by the City Engineer, as necessary, to minimize the pollution of storm water runoff from the project area. The following notes shall be added to the final plans:
 - 1. Any stockpiled materials with the potential to pollute storm water runoff shall be properly contained and covered to prevent any such pollution.
 - 2. The parking lot and drive aisles shall be cleaned daily or as required by the City Engineer to remove accumulated trash and debris generated from the project area. Migration of trash and debris into the public right-of-way is prohibited and will be strictly enforced.
 - 3. Water-tight waste receptacles shall be placed around the site, as necessary, to minimize litter, to the satisfaction of the City Engineer.
 - 4. Any liquid spills associated with the proposed project must be cleaned immediately and prevented from entering the storm drain system.

5. Temporary sanitary facilities shall be managed and maintained at all times, placed away from drainage facilities and traffic circulation, and secured to prevent overturning.
6. All applicable Best Management Practices from the California Storm Water Quality Best Management Practices Handbook for Construction Activities shall be implemented, as necessary, to minimize storm water pollution to the satisfaction of the City Engineer.

Fire Department

- l. Prior to the start of the event, the circus operator shall obtain a Fire Code permit from the Alameda County Fire Department-Newark Fire Prevention, and shall pass all required inspections.
- m. The circus shall comply with all fire code requirements in effect at the time of the event.

Police Department

- n. The circus staff shall implement a security program to protect circus patrons and staff before, during, and after each circus show, to the satisfaction of the Police Chief. This shall include, but not be limited to, the developer providing 24-hour security staff to protect the tent and all circus equipment before, during, and after the event. The developer shall provide the Police Department with the names and mobile telephone numbers of security staff and/or managers, along with the contact name, mobile telephone number, and office telephone number of the on-site person in charge.

General

- o. All proposed changes from approved exhibits shall be submitted to the Community Development Director who shall decide if they warrant Planning Commission and City Council review and, if so decided, said changes shall be submitted for the Commission's and Council's review and decision. The developer shall pay the prevailing fee for each additional separate submittal of development exhibits requiring Planning Commission and/or City Council review and approval.
- p. If any condition of this planned unit development and conditional use permit be declared invalid or unenforceable by a court of competent jurisdiction, this planned unit development and conditional use permit shall terminate and be of no force and effect, at the election of the City Council on motion.
- q. All conditions of approval for this project, as approved by the City Council, shall be posted at the site and distributed to circus personnel.
- r. The developer hereby agrees to defend, indemnify, and save harmless the City of Newark, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without

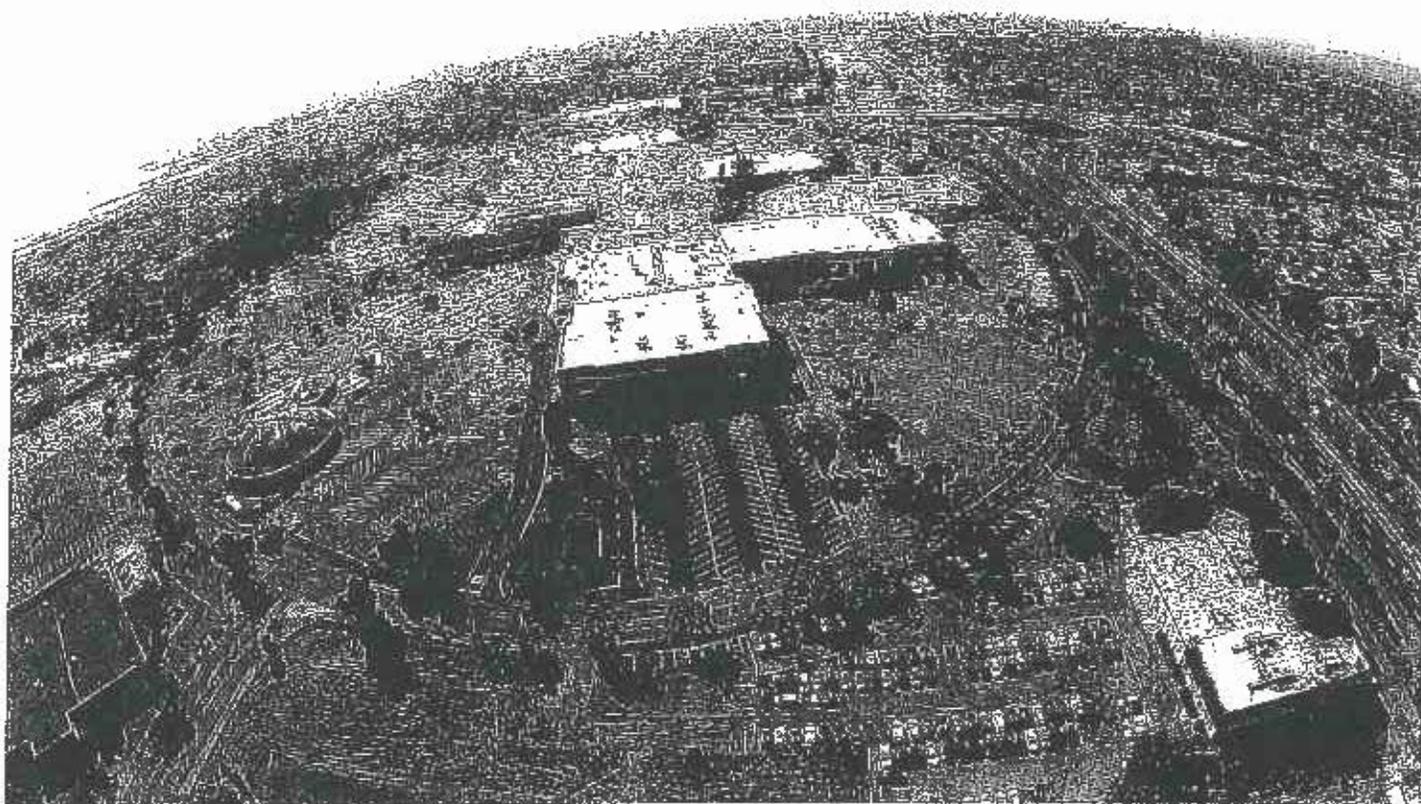
limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by, the City of Newark, its Council, boards, commissions, officers, employees or agents to challenge or void the permit granted herein or any California Environmental Quality Act determinations related thereto.

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



Circus Vargas 2015 at NewPark Mall

Circus Vargas aerial view from 2014 at NewPark Mall



Angelina Quevedo - Tabares Entertainment, Inc. 992 Blue Lantern Dr. Henderson, NV 89015

Phone: 281-570-5758

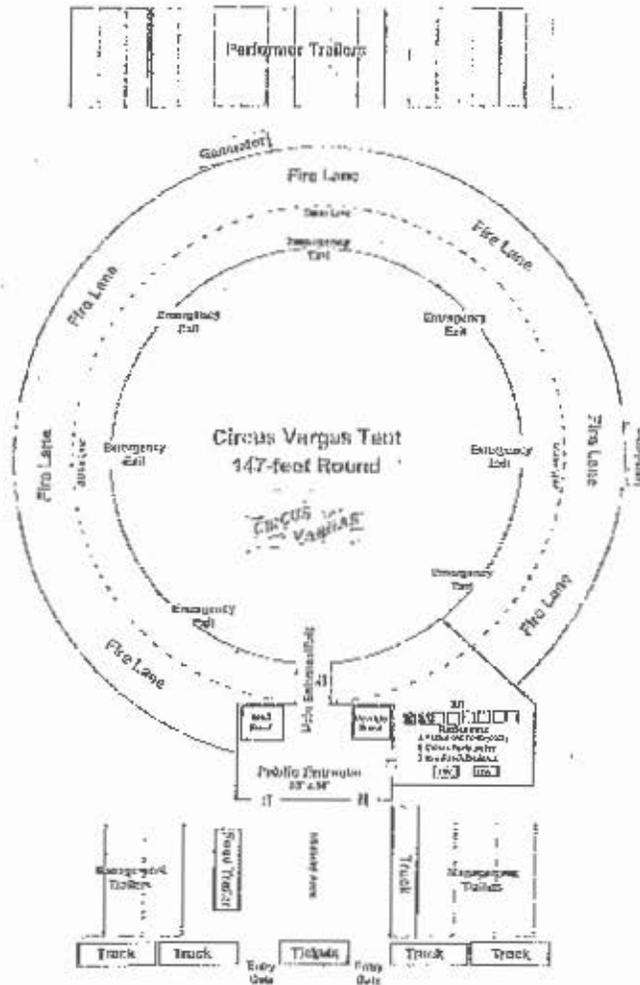
E-Mail: aquevedo@circusvargas.com

WWW.CIRCUSVARGAS.COM

EXHIBIT A, 1



Circus Vargas 2015 at NewPark Mall



CIRCUS VARGAS GENERIC LOT LAYOUT

Specific layout may be modified for the location where the exhibit is set up. This sheet is provided to show the entire operation and approximate location of items to be set up. Water is obtained from a local hydrant or all road water. (R) is held in tanks and pumped by a forced emergency.

Angelina Quevedo - Tabares Entertainment, Inc. 992 Blue Lantern Dr. Henderson, NV 89015

Phone: 281-570-5758

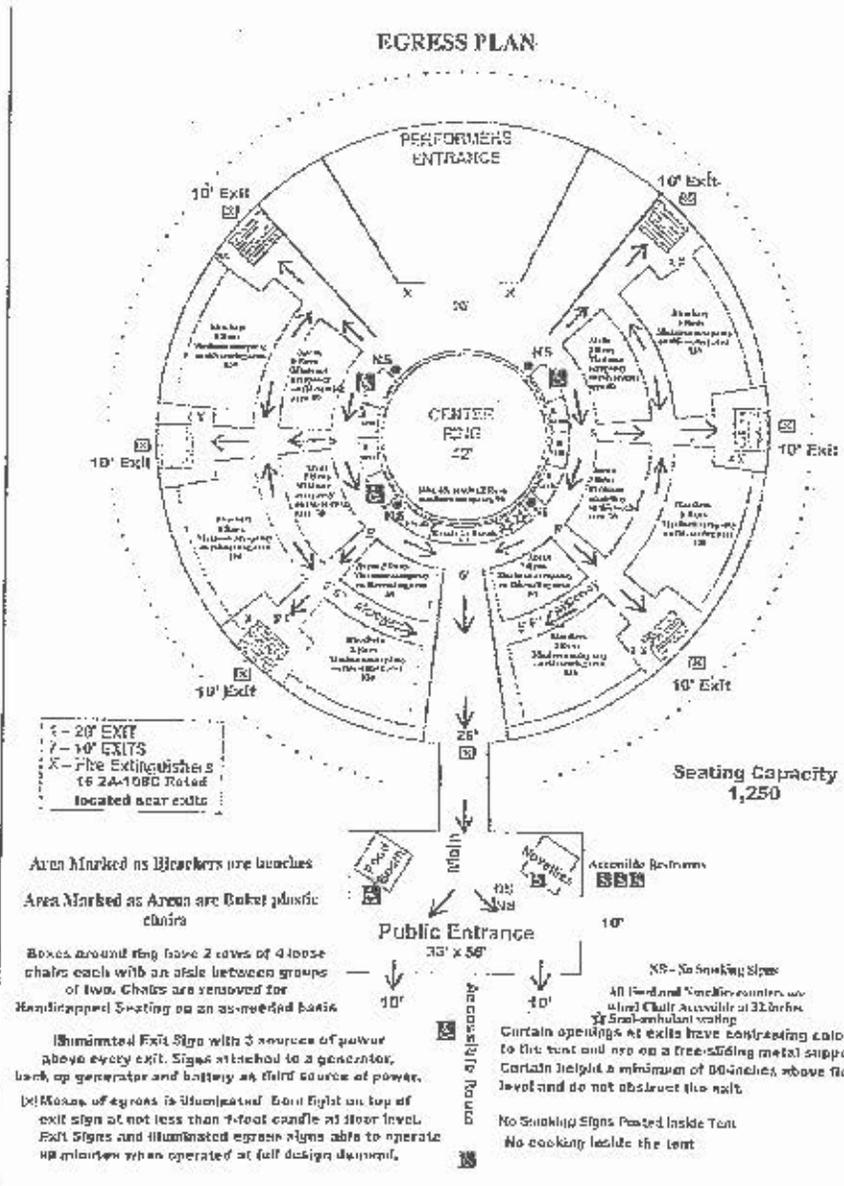
E-Mail: aquevedo@circusvargas.com

WWW.CIRCUSVARGAS.COM

EXHIBIT A.2



Circus Vargas 2015 at NewPark Mall



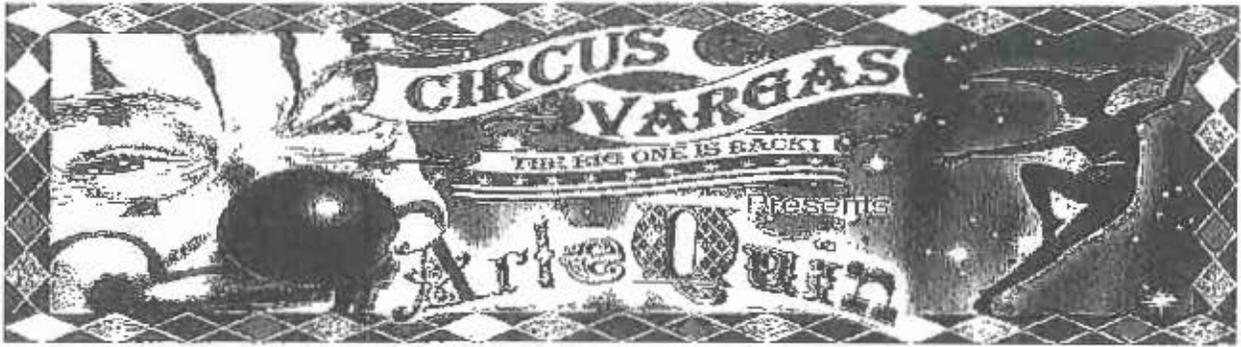
Angelina Quevedo - Tabares Entertainment, Inc. 992 Blue Lantern Dr. Henderson, NV 89015

Phone: 281-570-5758

E-Mail: aquevedo@circusvargas.com

WWW.CIRCUSVARGAS.COM

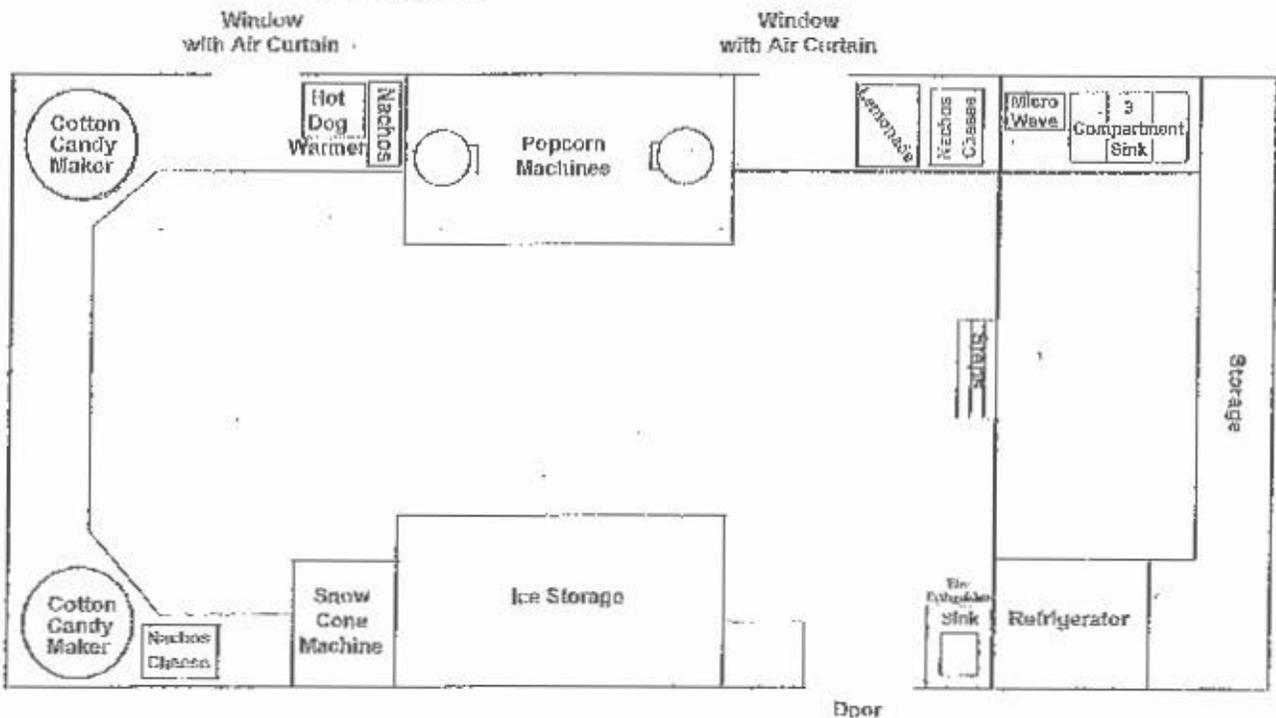
EXHIBIT A.3



Circus Vargas 2015 at NewPark Mall



Concession Food Trailer Floor Plan



Notes:

No Flames or cooking inside trailer. All items are electric.

Fire Extinguisher Inside.

All used water (J) is held in trailer holding tank until pumped by local company each morning of event period.

Angelina Quevedo - Tabares Entertainment, Inc. 992 Blue Lantern Dr. Henderson, NV 89015

Phone: 281-570-5758

E-Mail: aquevedo@circusvargas.com

WWW.CIRCUSVARGAS.COM

EXHIBIT A4



- E.1 Hearing to consider the request by LOV (League of Volunteers), for P-15-11, a planned unit development, and U-15-12, a conditional use permit, to have a circus at the NewPark Mall parking lot (APNS: 901-111-20 & 21) with performances from September 3 through September 7, 2015 – from Assistant City Manager Grindall.
(RESOLUTION)**

Background/Discussion – LOV (League of Volunteers) has submitted an application to have a fund-raising circus, Circus Vargas, at the NewPark Mall parking lot with performances from September 3 (Thursday) through September 7 (Monday), 2015. Attached is Exhibit A, pages 1 through 4.

NewPark Mall is zoned CR (Regional Commercial). If approved, this would be the tenth time LOV has received conditional use permit and planned unit development approvals for a circus to be held at the NewPark Mall parking lot. Circus Vargas held performances at the Mall parking lot from 2009 through 2011; before then, Circus Chimera held performances from 2004 through 2007. LOV intends to use these funds that would be raised from the circus for their Thanksgiving Day Meal, Holiday Toy Drive, and Adopt-a-Family programs.

Per the applicant, "Circus Vargas is a one-ring extravaganza with spectacular acts, lighting and music, all inside a tent." The circus would have no animals. The circus location would be southwest of Burlington Coat factory, which is the same location as in previous years. Next to the main entrance to the "Big Top" tent, which is about 45 feet high, would be a food trailer (no alcoholic beverage sales). Ten 1-1/2 hour shows are requested with expected attendance between 300 and 500 per performance. Circus management provides in-house security guards and management carries cell phones in case of a 911 Emergency. The security can use cell phones to contact local law enforcement if the need exists.

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

Attachment

Action – It is recommended that the Planning Commission, by resolution, with Exhibit A, pages 1 through 3, approve the request by LOV (League of Volunteers), for P-15-11, a planned unit development, and U-15-12, a conditional use permit, to have a circus at the NewPark Mall parking lot (APNS: 901-111-20 & 21) with performances from September 3 through September 7, 2015.

RESOLUTION NO. 1908

RESOLUTION APPROVING P-15-11, A PLANNED UNIT DEVELOPMENT, AND U-15-12, A CONDITIONAL USE PERMIT, TO HAVE A CIRCUS AT THE NEWPARK MALL PARKING LOT (APNS: 901-111-20 & 21) WITH PERFORMANCES FROM SEPTEMBER 3 THROUGH SEPTEMBER 7, 2015

WHEREAS, LOV (League of Volunteers) has filed with the Planning Commission of the City of Newark application for P-15-11, a planned unit development, and U-14-12, a conditional use permit, to have a circus at the NewPark Mall parking lot with performances from September 3 through September 7, 2015; and

PURSUANT to Municipal Code Section 17.72.060, a public hearing notice was published in The Argus on April 17, 2015, and mailed as required, and the Planning Commission held a public hearing on said application at 7:30 p.m. on April 28, 2015 at the City Administration Building, 37101 Newark Boulevard, Newark, California.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission does hereby approve this application as shown on Exhibit A, pages 1 through 4, subject to compliance with the following conditions:

Planning Division

- a. This approval shall be for ten (10) shows commencing on September 3, 2015, and concluding on September 7, 2015.
- b. All sound equipment and speakers associated with this project shall be inside the circus tent. The volume levels of all sound equipment and speakers associated with this project shall not exceed levels determined to be acceptable by the Community Development Director.
- c. All lighting shall be directed on-site so as not to create glare off-site.
- d. Parking lot cleaning with sweeping or vacuum equipment shall not be permitted between 11:00 p.m. and 7:00 a.m.
- e. Garbage and recycling pick-up shall be coordinated with Republic, Inc. so that a sufficient number of dumpsters are available on-site and picked-up to ensure no refuse, garbage or recycling is stored outdoors except within the approved trash and recycling dumpsters. Prior to the first circus performance, the developer shall submit written evidence of Republic, Inc.'s approval.

- f. The site and its improvements shall be maintained in a neat and presentable condition, to the satisfaction of the Community Development Director. This shall include, but not be limited to, repainting surfaces damaged by graffiti and site clean-up. Graffiti removal/repainting and site clean-up shall occur on a continuing, as needed basis. Any vehicle or portable building brought on the site shall remain graffiti free.
- g. Construction equipment, including compressors, generators and mobile equipment shall be fitted with heavy-duty mufflers designed to reduce noise impacts.
- h. The circus staff shall, as necessary, direct patrons to park their vehicles in the NewPark Mall parking lot.
- i. Prior to the first circus performance, the circus staff shall submit evidence of approval from the County Health Department for the proposed food and beverage sales. There shall be no alcoholic beverage sales.
- j. Within 24 hours of the conclusion of the final performance on September 7, 2015, all structures and improvements brought to the subject site associated with this project shall be removed and the site returned to its original, pre-circus condition, to the satisfaction of the Community Development Director.

Engineering Division

- k. The circus staff shall implement all applicable Best Management Practices (BMPs) from the California Best Management Practice Handbook for Construction Activities to prevent the pollution or contamination of storm water runoff from the project area. Additional BMPs may be required by the City Engineer, as necessary, to minimize the pollution of storm water runoff from the project area. The following notes shall be added to the final plans:
 - 1. Any stockpiled materials with the potential to pollute storm water runoff shall be properly contained and covered to prevent any such pollution.
 - 2. The parking lot and drive aisles shall be cleaned daily or as required by the City Engineer to remove accumulated trash and debris generated from the project area. Migration of trash and debris into the public right-of-way is prohibited and will be strictly enforced.
 - 3. Water-tight waste receptacles shall be placed around the site, as necessary, to minimize litter, to the satisfaction of the City Engineer.
 - 4. Any liquid spills associated with the proposed project must be cleaned immediately and prevented from entering the storm drain system.

5. Temporary sanitary facilities shall be managed and maintained at all times, placed away from drainage facilities and traffic circulation, and secured to prevent overturning.
6. All applicable Best Management Practices from the California Storm Water Quality Best Management Practices Handbook for Construction Activities shall be implemented, as necessary, to minimize storm water pollution to the satisfaction of the City Engineer.

Fire Department

- l. Prior to the start of the event, the circus operator shall obtain a Fire Code permit from the Alameda County Fire Department-Newark Fire Prevention, and shall pass all required inspections.
- m. The circus shall comply with all fire code requirements in effect at the time of the event.

Police Department

- n. The circus staff shall implement a security program to protect circus patrons and staff before, during, and after each circus show, to the satisfaction of the Police Chief. This shall include, but not be limited to, the developer providing 24-hour security staff to protect the tent and all circus equipment before, during, and after the event. The developer shall provide the Police Department with the names and mobile telephone numbers of security staff and/or managers, along with the contact name, mobile telephone number, and office telephone number of the on-site person in charge.

General

- o. All proposed changes from approved exhibits shall be submitted to the Community Development Director who shall decide if they warrant Planning Commission and City Council review and, if so decided, said changes shall be submitted for the Commission's and Council's review and decision. The developer shall pay the prevailing fee for each additional separate submittal of development exhibits requiring Planning Commission and/or City Council review and approval.
- p. If any condition of this planned unit development and conditional use permit be declared invalid or unenforceable by a court of competent jurisdiction, this planned unit development and conditional use permit shall terminate and be of no force and effect, at the election of the City Council on motion.
- q. This planned unit development and conditional use permit shall be given a public hearing before the City Council for the Council's review and approval.
- r. All conditions of approval for this project, as approved by the City Council, shall be posted at the site and distributed to circus personnel.

- s. The developer hereby agrees to defend, indemnify, and save harmless the City of Newark, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by, the City of Newark, its Council, boards, commissions, officers, employees or agents to challenge or void the permit granted herein or any California Environmental Quality Act determinations related thereto.
- L. The Conditions of Project Approval set forth herein may include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and other exactions. The developer is hereby further notified that the 90-day approval period in which the developer may protest these fees, dedications, reservations and other exactions, pursuant to Government Code Section 66020(a), has begun. If the developer fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the developer will be legally barred from later challenging such exactions.

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

This Resolution was introduced at the Planning Commission's April 28, 2015 meeting by Commissioner Nillo, seconded by Vice-Chairperson Aguilar and passed as follows:

AYES: Aguilar, Fitts, Nillo and Otterstetter.

NOES: None.

ABSENT: Bridges.

s/Terrence Grindall
TERRENCE GRINDALL, Secretary

s/William Fitts
WILLIAM FITTS, Chairperson

F.1 Second reading and adoption of two ordinances approving the rezoning of property from Limited Industrial to Medium Density Residential – Form Based Codes for the Trumark Dumbarton Transit Oriented Development Residential Project– from City Clerk Harrington. (ORDINANCES-2)

Background/Discussion – On April 23, 2015, the City Council introduced two ordinances related to the Trumark Dumbarton Transit Oriented Development Residential Project.

Introduction of an ordinance amending Title 17, Section 17.44.010 of the Newark Municipal Code being the City Of Newark Zoning Ordinance by changing the zoning of a specified area in the City Of Newark from ML (Limited Industrial) To MDR-FBC (Medium Density Residential –Form Based Codes) for the development of 27 residential units (Trumark Homes) on a 2.14 acre site (Enterprise Property) located on the north side of Enterprise Drive east of Willow Street.

AND

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 the Vesting Tentative Map 8098 From ML (Limited Industrial) To MDR-FBC (Medium Density Residential – Form Based Codes) for the development of 217 residential units (Trumark Homes) on a 21.4 acre site (Jones Hamilton) located on the south side of Enterprise Drive east of Willow Street.

Attachment

Action - It is recommended that the City Council adopt two ordinances: 1) amending Title 17, Section 17.44.010 of the Newark Municipal Code being the City of Newark Zoning Ordinance by changing the zoning of a specified area in the City Of Newark from ML (Limited Industrial) To MDR-FBC (Medium Density Residential – Form Based Codes) and; 2) amending Title 17 (Zoning) of the Newark Municipal Code Section 17.44.010 “Zoning Map” by rezoning all that real property shown on the Vesting Tentative Map 8098 From ML (Limited Industrial) to MDR-FBC (Medium Density Residential – Form Based Codes).

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING TITLE 17 (ZONING) OF THE NEWARK MUNICIPAL CODE SECTION 17.44.010 "ZONING MAP" BY REZONING ALL THAT REAL PROPERTY SHOWN ON THE VESTING TENTATIVE MAP 8098 FROM ML (LIMITED INDUSTRIAL) TO MDR-FBC (MEDIUM DENSITY RESIDENTIAL FORM BASED CODES)

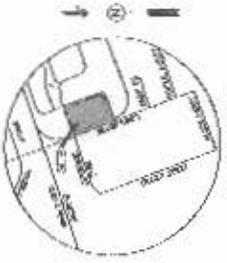
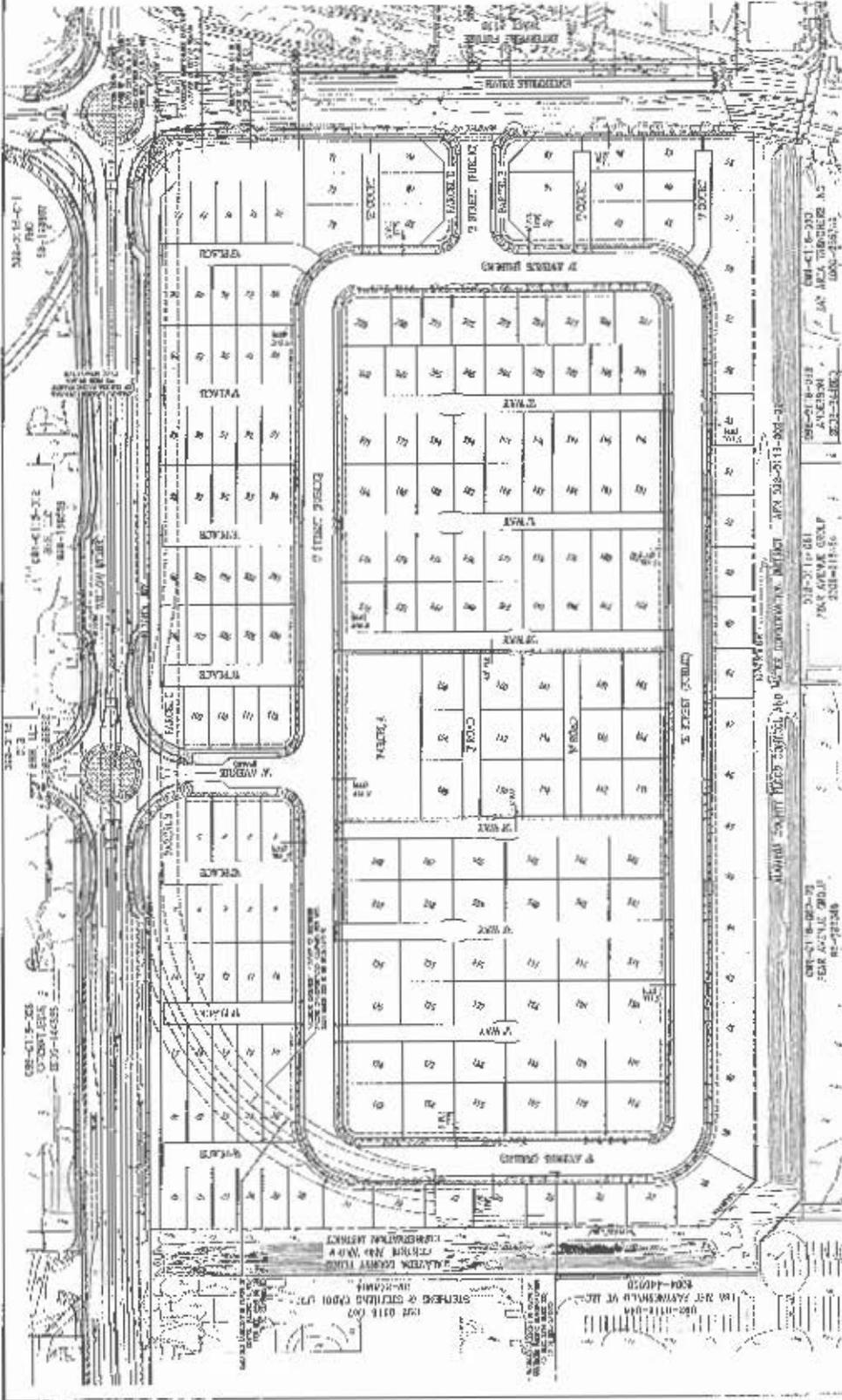
The City Council of the City of Newark does ordain as follows:

Section 1: Pursuant to Section 17.80.070 of Title 17 (Zoning) of the City of Newark Municipal Code, the City Council of the City of Newark does hereby find that the zoning change embodied in this ordinance is necessary and desirable to achieve the purposes of Title 17 (Zoning) of the Newark Municipal Code; is consistent with the policies, goals, and objectives of the General Plan; and promotes the public health, safety, morals, comfort, convenience, and general welfare of the residents of the City of Newark.

Section 2: Title 17 (Zoning) and Section 17.44.010 "Zoning Map" thereof, being the City of Newark Zoning Regulations, are hereby amended by rezoning and redistricting the territory in the City of Newark, County of Alameda, State of California, from ML (Limited Industrial) to MDR-FBC (Medium Density Residential Form Based Codes), hereinafter described as follows:

All that real property designated as the project area for Vesting Tentative Map 8098 in the City of Newark, County of Alameda, State of California as shown on Exhibit A attached hereto and incorporated herein by reference

Section 3: Effective Date. This ordinance shall take effect thirty (30) days from the date of its passage. Before expiration of fifteen (15) days after its passage, this ordinance shall be published in The Argus, a newspaper of general circulation published and printed in the County of Alameda and circulated in the City of Newark.



VACUUM MAP
1/18/88

- GENERAL NOTES**
1. OWNER: [Name]
 2. CONTRACT NO. [Number]
 3. DATE: [Date]
 4. AREA: [Area]
 5. SCALE: [Scale]
 6. CITY OF HAMILTON, OREGON
 7. ZONING: [Zoning Code]
 8. [Other notes]
 9. [Other notes]
 10. [Other notes]
 11. [Other notes]
 12. [Other notes]
 13. [Other notes]
 14. [Other notes]
 15. [Other notes]
 16. [Other notes]
 17. [Other notes]
 18. [Other notes]
 19. [Other notes]
 20. [Other notes]

NOTES

1. [Note 1]
2. [Note 2]
3. [Note 3]
4. [Note 4]
5. [Note 5]

VESTING TENTATIVE MAP
TRACT 8098
JONES HAMILTON PROPERTY

CITY OF HAMILTON, OREGON

City of Hamilton, Oregon
Planning Department
101 N. Main Street, Hamilton, OR 97124
Phone: (503) 535-2100

DATE: [Date]
BY: [Name]

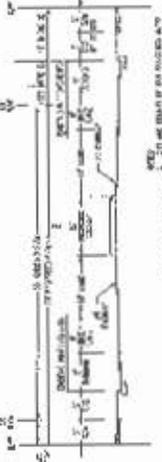
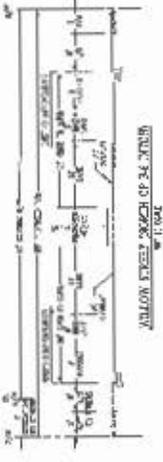
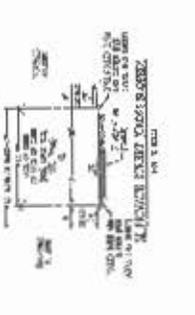
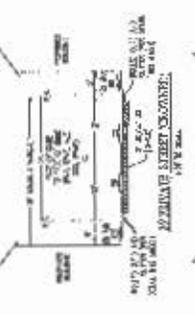
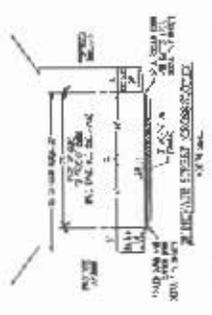
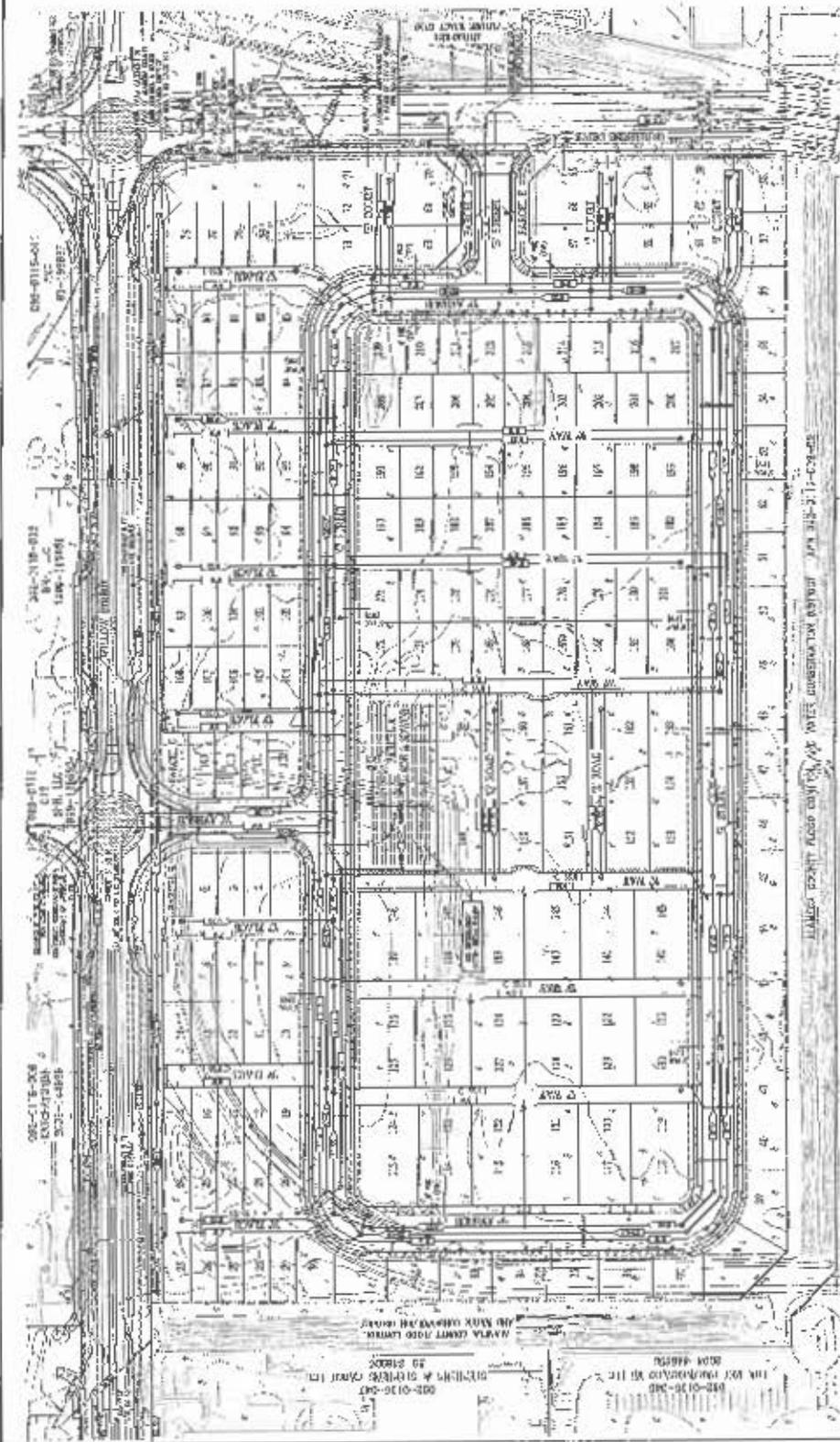
SCALE: 1" = 100'

PROJECT NO. [Number]

TRACT NO. 8098

APPROVED: [Signature]



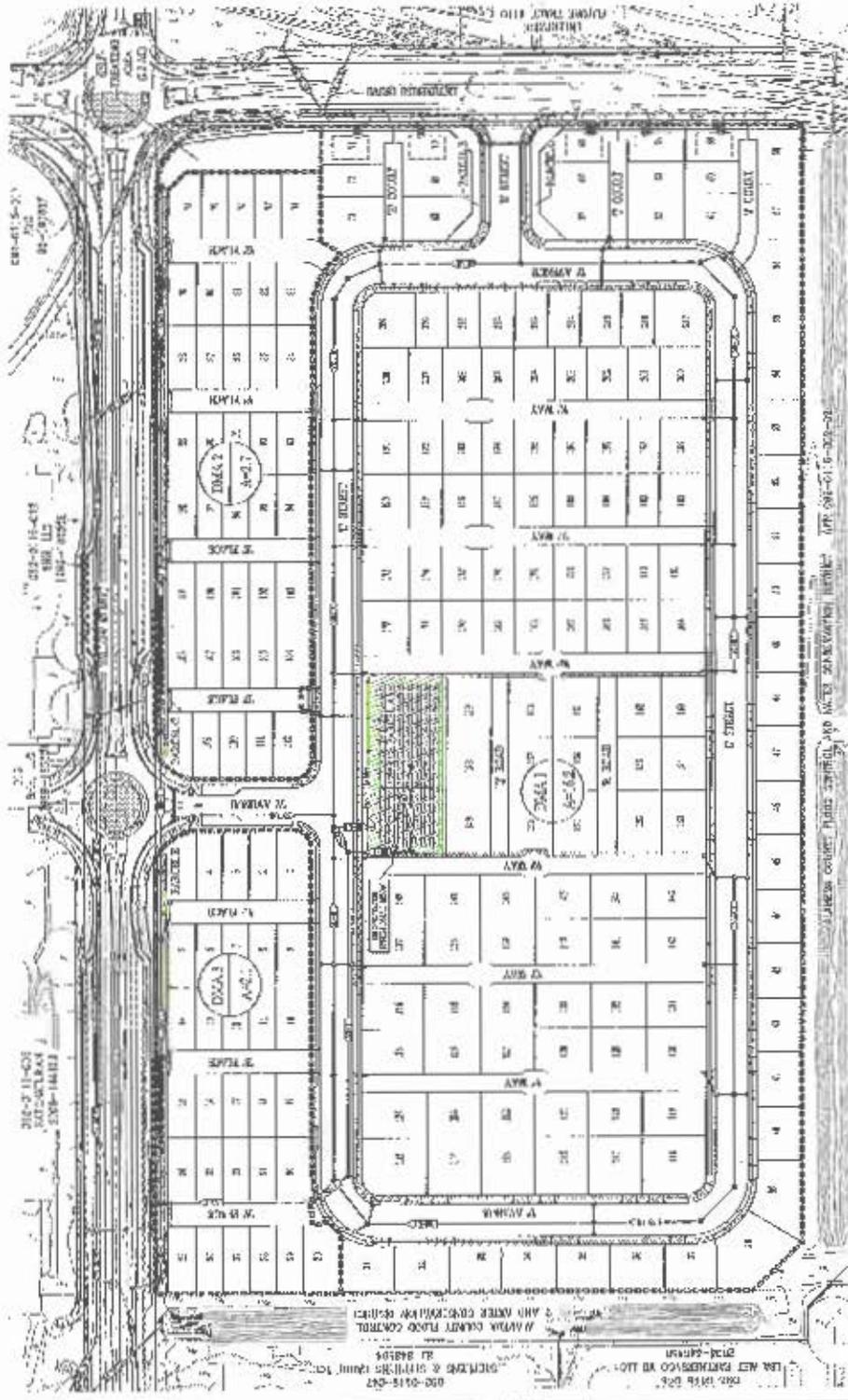


UTILITY PLAN AND STREET SECTIONS
 VESTING TENTATIVE MAP
 TRACT 8098
 JONES HAMILTON PROPERTY

CITY OF KANSAS
 LAND DIVISION
 OFFICE OF THE CITY ENGINEER



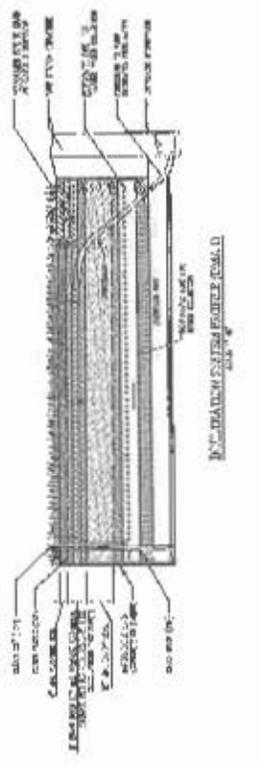
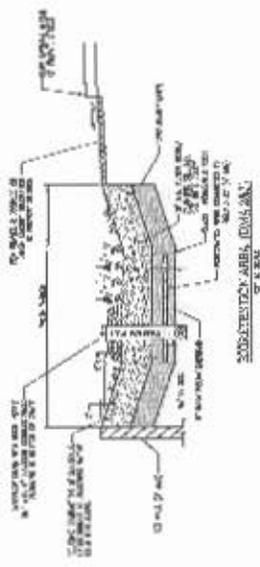
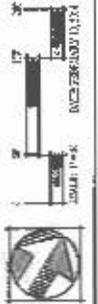
City of Kansas
 Land Division
 Office of the City Engineer
 1225 WEST 10TH AVENUE
 TOPEKA, KANSAS 66604



<p>1. ALL LOTS SHALL BE SUBDIVIDED INTO LOTS OF APPROXIMATELY EQUAL SIZE.</p> <p>2. THE LOTS SHALL BE BOUNDARY SURVEYED AND THE BOUNDARIES SHALL BE SHOWN ON THIS PLAN.</p> <p>3. THE LOTS SHALL BE BOUNDARY SURVEYED AND THE BOUNDARIES SHALL BE SHOWN ON THIS PLAN.</p> <p>4. THE LOTS SHALL BE BOUNDARY SURVEYED AND THE BOUNDARIES SHALL BE SHOWN ON THIS PLAN.</p> <p>5. THE LOTS SHALL BE BOUNDARY SURVEYED AND THE BOUNDARIES SHALL BE SHOWN ON THIS PLAN.</p>	<p>6. THE LOTS SHALL BE BOUNDARY SURVEYED AND THE BOUNDARIES SHALL BE SHOWN ON THIS PLAN.</p> <p>7. THE LOTS SHALL BE BOUNDARY SURVEYED AND THE BOUNDARIES SHALL BE SHOWN ON THIS PLAN.</p> <p>8. THE LOTS SHALL BE BOUNDARY SURVEYED AND THE BOUNDARIES SHALL BE SHOWN ON THIS PLAN.</p> <p>9. THE LOTS SHALL BE BOUNDARY SURVEYED AND THE BOUNDARIES SHALL BE SHOWN ON THIS PLAN.</p> <p>10. THE LOTS SHALL BE BOUNDARY SURVEYED AND THE BOUNDARIES SHALL BE SHOWN ON THIS PLAN.</p>	<p>11. THE LOTS SHALL BE BOUNDARY SURVEYED AND THE BOUNDARIES SHALL BE SHOWN ON THIS PLAN.</p> <p>12. THE LOTS SHALL BE BOUNDARY SURVEYED AND THE BOUNDARIES SHALL BE SHOWN ON THIS PLAN.</p> <p>13. THE LOTS SHALL BE BOUNDARY SURVEYED AND THE BOUNDARIES SHALL BE SHOWN ON THIS PLAN.</p> <p>14. THE LOTS SHALL BE BOUNDARY SURVEYED AND THE BOUNDARIES SHALL BE SHOWN ON THIS PLAN.</p> <p>15. THE LOTS SHALL BE BOUNDARY SURVEYED AND THE BOUNDARIES SHALL BE SHOWN ON THIS PLAN.</p>
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**STORM WATER CONTROL PLAN
VESTING TENTATIVE MAP
TRACT 8098
JONES HAMILTON PROPERTY**

CITY OF SPOKANE, ALBERTA COUNTY, OREGON
 COUNTY MAP
 TRACT 8098
 PLANNING
 PART 11 OF 11
 TMS
 OF 11 PAGES



PREPARED BY: JONES HAMILTON
 1000 N. HAMILTON AVENUE
 SPOKANE, IDAHO 83402
 PHONE: (208) 325-1111
 FAX: (208) 325-1112
 E-MAIL: JH@JH.COM

ORDINANCE NO.

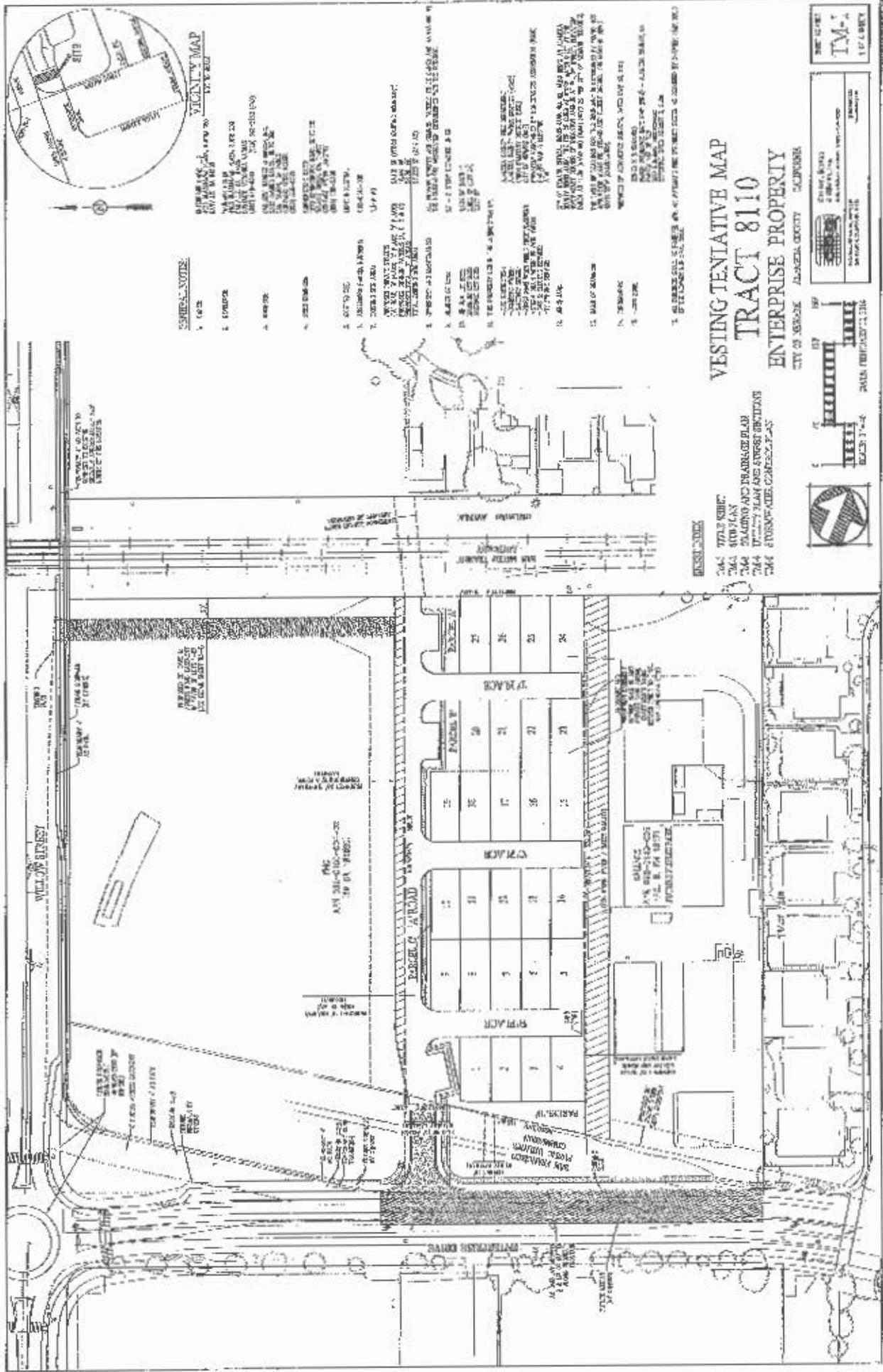
ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING TITLE 17, SECTION 17.44.010 OF THE NEWARK MUNICIPAL CODE BEING THE CITY OF NEWARK ZONING ORDINANCE BY CHANGING THE ZONING OF A SPECIFIED AREA IN THE CITY OF NEWARK FROM ML (LIMITED INDUSTRIAL) TO MDR-FBC (MEDIUM DENSITY RESIDENTIAL - FORM BASED CODES)

Section 1: Pursuant to Section 17.80.070 of Title 17 (Zoning) of the City of Newark Municipal Code, the City Council of the City of Newark does hereby find that the zoning change embodied in this ordinance is necessary and desirable to achieve the purposes of Title 17 (Zoning) of the Newark Municipal Code; is consistent with the policies, goals, and objectives of the General Plan, and promotes the public health, safety, morals, comfort, convenience, and general welfare of the residents of the City of Newark.

Section 2: Title 17 (Zoning) and Section 17.44.010 "Zoning Map" thereof, being the City of Newark Zoning Regulations, are hereby amended by rezoning and redistricting the territory in the City of Newark, County of Alameda, State of California, from ML (Limited Industrial) to MDR-FBC (Medium Density Residential - Form Based Codes), hereinafter described as follows:

All that real property designated as the project area on Vesting Tentative Map 8110 in the City of Newark, County of Alameda, State of California as shown on Exhibit A, pages 1 through 6, attached hereto and incorporated herein by reference.

Section 3: Effective Date. This ordinance shall take effect thirty (30) days from the date of its passage. Before expiration of fifteen (15) days after its passage, this ordinance shall be published in The Argus, a newspaper of general circulation published and printed in the County of Alameda and circulated in the City of Newark.



GENERAL NOTES:

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO EXTERIOR FACE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO INTERIOR FACE UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO EXTERIOR FACE UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS ARE TO INTERIOR FACE UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO EXTERIOR FACE UNLESS OTHERWISE NOTED.
11. ALL DIMENSIONS ARE TO INTERIOR FACE UNLESS OTHERWISE NOTED.
12. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
13. ALL DIMENSIONS ARE TO EXTERIOR FACE UNLESS OTHERWISE NOTED.
14. ALL DIMENSIONS ARE TO INTERIOR FACE UNLESS OTHERWISE NOTED.
15. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
16. ALL DIMENSIONS ARE TO EXTERIOR FACE UNLESS OTHERWISE NOTED.
17. ALL DIMENSIONS ARE TO INTERIOR FACE UNLESS OTHERWISE NOTED.
18. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
19. ALL DIMENSIONS ARE TO EXTERIOR FACE UNLESS OTHERWISE NOTED.
20. ALL DIMENSIONS ARE TO INTERIOR FACE UNLESS OTHERWISE NOTED.
21. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
22. ALL DIMENSIONS ARE TO EXTERIOR FACE UNLESS OTHERWISE NOTED.
23. ALL DIMENSIONS ARE TO INTERIOR FACE UNLESS OTHERWISE NOTED.
24. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

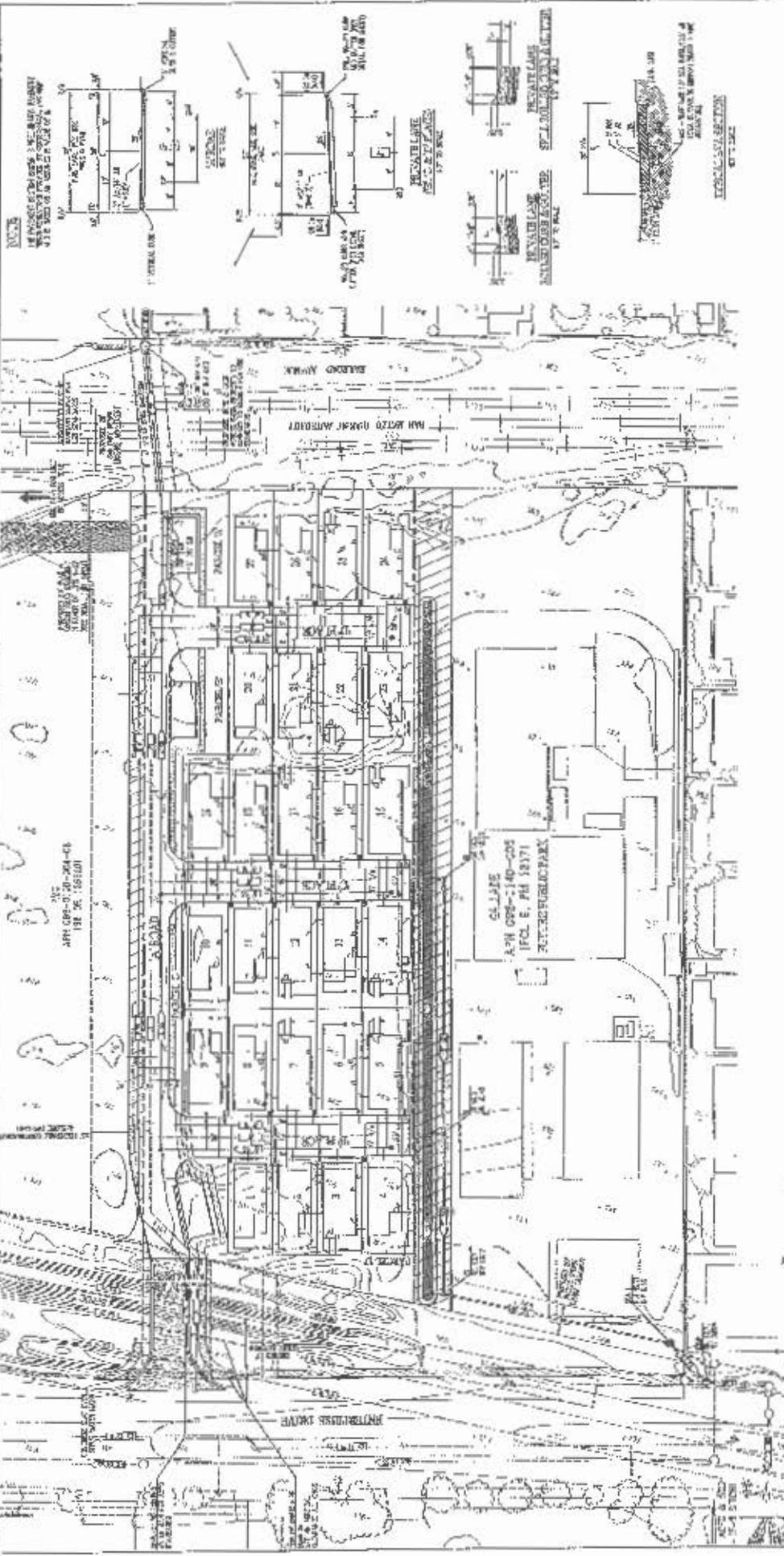
VESTING TENTATIVE MAP
TRACT 8110
ENTERPRISE PROPERTY
 CITY OF MARIETTA, ALABAMA COUNTY, ALABAMA

- REVISION INDEX**
- 245 TOTAL SHEET
 - 246 CITY PLAN
 - 247 PLANNING AND ZONING PLAN
 - 248 PRELIMINARY MAP AND ZONING ORDINANCE
 - 249 STORAGE AND CONSTRUCTION

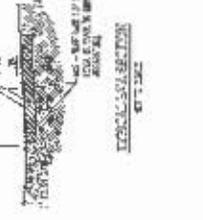


City of Marietta
 Planning Department
 1000 North Main Street
 Marietta, Alabama 36006
 Phone: (205) 938-1234
 Fax: (205) 938-1235
 Email: info@cityofmarietta.com
 Website: www.cityofmarietta.com

EXHIBIT A.1



NOTES
 1. ALL UTILITIES SHOWN ARE BASED ON RECORD PLANS AND FIELD SURVEY.
 2. THE LOCATION OF ALL UTILITIES IS SUBJECT TO CHANGE.
 3. THE LOCATION OF ALL UTILITIES IS SUBJECT TO CHANGE.



VESTING UTILITY PLAN & STREET SECTIONS
TRACT 8110
ENTERPRISE PROPERTY
 CITY OF NEWARK, CLATSOP COUNTY, OREGON

SCALE 1"=20'
SCALE 1"=20'

DATE: 11-15-2011

PROJECT NO. 11-00000000

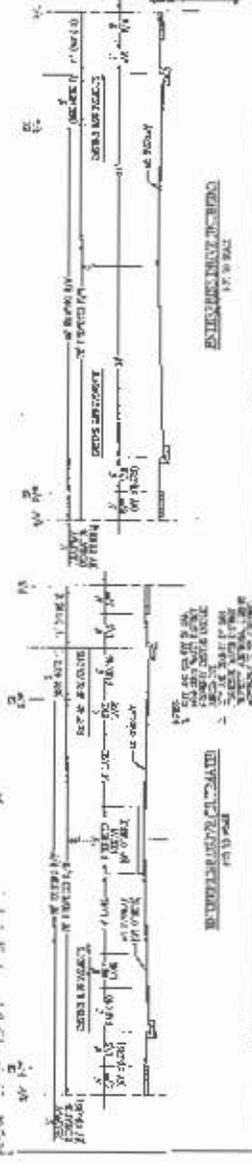
DESIGNED BY: [Signature]
CHECKED BY: [Signature]
DATE: 11-15-2011

EXHIBIT A-4

TM-4
 OF 6 SHEETS

CLATSOP COUNTY
 CLATSOP COUNTY
 11-15-2011

CLATSOP COUNTY
 CLATSOP COUNTY
 11-15-2011



CLATSOP COUNTY
 CLATSOP COUNTY
 11-15-2011

CLATSOP COUNTY
 CLATSOP COUNTY
 11-15-2011

F.2 Authorization for the City Manager, or Designee, to Sign a Tolling and Relocation Agreement with Gallade Enterprises, LLC and to Review and Comment on Gallade Enterprises' Proposed Allocation of Relocation Expenses – from City Attorney Benoun and Assistant City Manager Grindall. (RESOLUTION)

Background/Discussion – At the meeting held on April 23, 2015, the Council gave preliminary approvals for Trumark Homes to develop up to 27 residential homes on a 2.14 acre site (Enterprise Property), as well as to develop up to 217 residential homes on a 21.4 acre site (Jones Hamilton). A Tolling and Relocation Agreement (“Agreement”) would further implement both projects. Generally speaking, the Agreement has two primary components: (i) the Tolling of the Statute of Limitations and Gallade Enterprises’ waiver of litigation against the City; and (ii) authorizing the City to review and comment on Gallade Enterprises’ relocation expenses.

Approvals for the project require the developer to acquire and demolish the Gallade property and to construct a park on the site currently owned and occupied by Gallade Enterprises. With respect to the tolling and waiver aspect, the Agreement provides that in the event the developer purchases the Gallade site, Gallade forever waives any and all causes of actions and claims against the City related to the project approvals. In the meantime, the statute of limitations for any potential causes of action challenging the project approvals would be tolled from now and until the close of escrow. Gallade has agreed to not file any litigation during this tolling period, pending the close of escrow on its sale to Trumark, and upon close of escrow to permanently waive any claims against the City.

In regards to the relocation aspect of the Agreement, paragraph 2 obligates Gallade to submit to the City by December 15, 2015, a series of documents, including estimates of reasonable costs of relocating Gallade’s personal property, a spreadsheet indicating the appraised fair market value of the personal property, and declarations by Gallade personnel attesting to the costs of transportation of persons and property. The City would then have seven days to review and comment on the expenses. None of the above expenses would be paid for by the City – rather the monies would be paid by the developer as part of the purchase fees toward the acquisition of the Gallade site.

In light of the limited timeframe to review and comment on the proposed allocation of relocation expenses and the fact that no monies are paid by the City in connection with this transaction, staff recommends that the City Council grant the authority to the City Manager, or designee, to review and comment on the relocation expenses under paragraph 2 of the Agreement.

Attachment

Action - It is recommended that the City Council adopt a Resolution authorizing the City Manager, or Designee, to sign a Tolling and Relocation Agreement with Gallade Enterprises, LLC, and to review and comment on Gallade Enterprises’ proposed allocation of relocation expenses.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE CITY MANAGER, OR
DESIGNEE, TO SIGN A TOLLING AND RELOCATION
AGREEMENT WITH GALLADE ENTERPRISES, LLC AND TO
REVIEW AND COMMENT ON GALLADE ENTERPRISES'
PROPOSED ALLOCATION OF RELOCATION EXPENSES

WHEREAS, the City Council desires to direct the City Manager to execute a Tolling and Relocation Agreement with Gallade Enterprises, LLC and further desires the City Manager to review and comment on Gallade Enterprises' proposed allocation of relocation expenses under paragraph 2 of said agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager of the City of Newark, or Designee, be and is hereby authorized to sign a Tolling and Relocation Agreement with Gallade Enterprises LLC, said agreement on file in the Office of the City Clerk, and that the City Manager, or Designee, be and is hereby authorized to review and comment on Gallade Enterprises' proposed allocation of relocation expenses under paragraph 2 of said agreement.

1 **TOLLING AND RELOCATION AGREEMENT**

2 This TOLLING RELOCATION AGREEMENT ("Agreement"), dated _____, 2015
3 ("Effective Date") is entered into by and between GALLADE ENTERPRISES, LLC, a
4 California Limited Liability Company ("GALLADE") and the CITY OF NEWARK, a municipal
5 corporation of the State of California (the "CITY"). GALLADE and the CITY are referred to
6 herein as the "Parties" and may be referred to individually as a "Party."

6 **Recitals**

- 7 A. GALLADE is the owner of the real property located in the City of Newark, County of
8 Alameda, State of California, commonly known as 8333 Enterprise Drive and more
9 particularly described in Exhibit A, attached to this Agreement and incorporated herein
10 by this reference, together with all buildings, structures and improvements thereon (the
11 "Site"), and certain personal property located on the Site.
- 12 B. CITY has determined that the Site may be appropriate for acquisition and development as
13 a public park in connection with implementing CITY's 2011 Dumbarton Transit Oriented
14 Development Specific Plan ("Specific Plan").
- 15 C. CITY has taken preliminary steps to acquire the Site, including presenting to GALLADE
16 an August 25, 2014 offer packet to purchase the Site referencing Government Code
17 sections 7276, 7267.1 and 7267.2 and CITY's ability to acquire property through
18 condemnation. Neither GALLADE nor the CITY have identified any suitable, available
19 alternative sites for GALLADE's business operation for purposes of determining that
20 certain relocation or reestablishment costs could be avoided or would be substantially
21 reduced at an alternative site to which GALLADE was referred.
- 22 D. Newark Enterprise Joint Ventures LLC ("NEJV") owns real property located at
23 8400 Enterprise Drive in the City of Newark (the "NEJV Property"); is seeking
24 development approvals for that property; and in connection with seeking such approvals
25 has entered into negotiations with CITY about participating in the acquisition,
26 construction, and development of a public park at the Site. NEJV's affiliate Enterprise
27 Drive LLC ("Enterprise") is seeking development approvals for property adjacent to the
28 Site.
- 29 E. Based on negotiations among CITY, GALLADE, and NEJV, the Parties and NEJV are
30 amenable, under threat of but in lieu of condemnation of the Site by CITY, to NEJV,
31 CITY and GALLADE working cooperatively to bring about acquisition, construction and
32 dedication of a park on the Site as a condition of approval of NEJV's development
33 proposals, and GALLADE and NEJV are concurrently herewith preparing an purchase
34 and sale agreement toward that end, contemplating NEJV's acquisition of the Site and
35 NEJV either dedicating the Site to the City or making the Site available to the City for use
36 as a public park pursuant to conditions of development approval for the NEJV Property.
- 37 F. As part of this Agreement, and to facilitate the CITY-GALLADE-NEJV effort and the
38 NEJV-GALLADE purchase and sale agreement, GALLADE agrees not to challenge
39 City's NEJV Specific Plan area development approvals (or the Enterprise development
40 approvals) if the GALLADE-NEJV purchase and sale transaction closes successfully.

1 G. Payment from NEJV to GALLADE purchasing fee title to the Site will, in addition to
2 fully satisfying what otherwise would be CITY's just compensation obligation for the Site
3 (with a highest and best use of industrial), will fully reimburse GALLADE for relocation
4 benefits provided for under Title 25 of the California Code of Regulations (the
5 "Relocation Regulations"), including but not limited Sections 6090, 6092, and 6094.

6 **Agreement**

7 **NOW, THEREFORE**, the CITY and GALLADE agree as follows:

8 **1. Claims, Tolling of Statutes of Limitation, Waiver At Close.**

9 (a) **Tolling.** Notwithstanding any other provision in this Agreement, the Parties agree
10 that the running of any statute(s) of limitation(s), by way of laches, estoppel, or
11 waiver, with respect to any and all possible causes of action and claims related to
12 the CITY's approval of the NEJV project or Enterprise project (*i.e.*, all approvals
13 related to the development of approximately 217 homes on Tract 8093 and the
14 development of approximately 27 homes on Tract 8110 including the approval of
15 any off-site improvements, ancillary agreements and approvals, and obligations
16 related to the development of a park on the Site) that GALLADE may have against
17 the CITY, shall be tolled and suspended during such period as set forth in this
18 Paragraph 1. The tolling period shall commence upon the City's approval of the
19 NEJV project or Enterprise project and continue until (30) days after the earlier of
20 (1) December 31, 2015, or (2) GALLADE providing City with a notice of
21 termination of its sale agreement with NEJV as may be permitted under the
22 GALLADE-NEJV purchase and sale agreement. The CITY hereby expressly
23 waives the pleading or assertion of any statute(s) of limitation(s) or other time-
24 related defenses that are based, in whole or in part, on the time that has run during
25 the tolling period.

26 (b) **Forbearance.** GALLADE shall not commence any litigation during the tolling
27 period that includes any causes of action or claims related to the City's approval of
28 the NEJV project or Enterprise project, including litigation against the CITY
related to those approvals, and shall not aid, assist or collaborate (monetarily or
otherwise) with any other party in filing such a litigation during the tolling period.

(c) **Waiver.** Upon the close of escrow in the NEJV-GALLADE purchase and sale
agreement concerning the Site, GALLADE shall be deemed to have waived any
and all causes of action and claims, known and unknown, related to CITY's
approval of the NEJV project and Enterprise project, including all causes of action
or claims against the CITY related to those NEJV and ENTERPRISE project
approvals or actions, as well as all causes of action or claims related to Section 2
below and claims that GALLADE could assert or allege against the CITY or a
City Released Party in any way relating to (i) possible eminent domain involving
the Site and/or negotiations concerning acquisition of the Site, including but not
limited to claims of unreasonable pre-condemnation delay or activity, (ii) damages
or compensation for acquisition of the Site or relocation from the Site available
under any statute, regulation, or other legal authority, (iii) inverse condemnation or

1 severance damages, (iv) loss of business goodwill, (v) interest, (vi) litigation
2 expenses and attorneys' fees, and/or (vii) CITY's response(s), or any alleged
3 failure to respond properly, to any request for information or records (provided
4 such request was made on or before the Effective Date) pursuant to any public
5 records act, freedom of information act, or similar statute or regulation concerning
6 disclosure of information held by a public agency. Further, GALLADE shall
7 indemnify and hold the CITY free and harmless from any expense or liability
8 incurred by GALLADE and arising from or associated with any claim(s) relating
9 to GALLADE's allocation of funds to "relocation" or "moving expense" or
10 "goodwill" or to some other characterization of any funds or consideration
11 received from the CITY. GALLADE shall not aid, assist or collaborate
12 (monetarily or otherwise) with any other party in initiating a legal challenge
13 against NEJV project or Enterprise project after the Close of the NEJV-
14 GALLADE Escrow.

15 **2. Relocation.**

- 16 (a) No later than December 15, 2015, GALLADE shall submit to City one
17 (1) estimate of the reasonable costs of relocating its personal property that
18 GALLADE has elected to treat as actual direct loss of tangible personal property
19 as a result of discontinuing its business. The estimate will include the estimated
20 cost of:
- 21 (i) transportation of persons and property from the Newark site to
22 GALLADE's Southern California location;
 - 23 (ii) the cost of packing, crating, unpacking and uncrating personal property;
 - 24 (iii) insurance of the personal property while in transit; and
 - 25 (iv) the cost of disconnecting, dismantling, removing,
26 reassembling/reconnecting and reinstalling machinery, equipment or other
27 personal property not acquired by NEJV including connection charges
28 imposed by public utilities for starting utility service.
- (b) No later than December 15, 2015, Gallade shall submit to City a spreadsheet
setting forth the:
- (i) appraised fair market value of personal property that GALLADE has
elected to treat as actual direct loss of tangible personal property as a result
of discontinuing a business for continued use at its location prior to
displacement;
 - (ii) the proceeds realized from any sale of all or part of the property described
in (2)(b)(i); and
 - (iii) the reasonable cost of efforts to sell the property described in (2)(b)(i).

1 (c) No later than seven days after the submittals made pursuant to 2(a) and 2(b), City
2 will provide notice to GALLADE of its determination of the amount of relocation
3 expenses reimbursable under 25 CCR § 6092 based upon the GALLADE 2(a) and
4 2(b) submissions. If no response is received from the City as of close of business
5 seven days after the submittals made pursuant to 2(a) and 2(b), the amount of City
6 approved relocation expenses pursuant to 25 CCR § 6092 will be deemed to be the
7 lesser of the amounts set forth in 2(a) and 2(b) as submitted by GALLADE to the
8 City and reasonable.

6 (d) Actual Reasonable Expense in Searching for a Replacement.

7 No later than December 15, 2015, GALLADE will submit to the City in
8 substantially the form attached as Exhibit C to this agreement is a declaration
9 summarizing the time spent by GALLADE employee(s) and the cost of said time
10 spent searching for a replacement location, based on the applicable hourly rate or
11 earnings. CITY will provide GALLADE any comments it has on the
12 reasonableness of the amount set forth in the declaration no later than seven days
13 after submittal of the declaration to the CITY and if CITY finds that the amount
14 set forth is not reasonable, will advise GALLADE of the amount deemed
15 reasonable. If no response is received from the City as of close of business seven
16 days after the submittals made pursuant to this paragraph, the amount of search
17 expenses set forth in the declaration will be deemed to be reasonable and
18 reimbursable relocation expenses up to the \$1,000 maximum allowed by 25 CCR
19 § 6094.

15 (e) Self-Move Costs.

16 GALLADE will self-move its chemicals from its Newark site to its southern
17 California facility. No later than December 15, 2015, GALLADE will submit to
18 the City in substantially the form attached as Exhibit D a declaration identifying
19 generally the volume of chemicals to be moved and the cost of the move of said
20 chemicals from the Site. CITY will provide GALLADE any comments it has on
21 the reasonableness of the amount set forth in the declaration no later than seven
22 days after submittal of the declaration to the CITY and if CITY finds that the
23 amount set forth is not reasonable, will advise GALLADE of the amount deemed
24 reasonable. If no response is received from the City as of close of business seven
25 days after the submittals made pursuant to this paragraph, the amount of self move
26 relocation expenses set forth in the declaration will be deemed to be reasonable.
27 No later than December 15, 2015, GALLADE shall submit to City one (1) bid for
28 the reasonable costs of relocating its personal property that GALLADE has elected
to move other than the chemicals described in Paragraph 2(c). The bid will
include the estimated cost of:

(i) transportation of persons and property from the Newark site to
GALLADE's Southern California location;

(ii) the cost of packing, crating, unpacking and uncrating personal property;

- 1 (iii) insurance of the personal property while in transit; and
2 (iv) the cost of disconnecting, dismantling, removing,
3 reassembling/reconnecting and reinstalling machinery, equipment or other
4 personal property not acquired by NEJV including connection charges
imposed by public utilities for starting utility service.

5 No later than seven days after GALLADE's submittal to City pursuant to this
6 paragraph 2(c), City will provide notice to GALLADE of its determination of the
7 amount of relocation expenses reimbursable under 25 CCR § 6090 based upon the
8 GALLADE 2(c) submission. If no response is received from the City as of close
9 of business seven days after the submittal made pursuant to 2(e), the amount of
10 City approved relocation expenses pursuant to 25 CCR § 6090 will be deemed to
11 be the amount set forth in 2(c) as submitted by GALLADE to the City.

- 12 (f) Nothing in this Paragraph 2 obligates CITY to reimburse GALLADE or Gallade
13 Chemical for its relocation or other costs or expenses. Rather, GALLADE intends
14 for the information provided by CITY pursuant to Paragraph 2 to inform the
15 allocation of funds paid by NEJV to GALLADE at closing of the NEJV-
16 GALLADE transaction conveying fee interest in the Site from GALLADE to
17 NEJV (close of escrow). GALLADE agrees that subject to close of the NEJV/
18 GALLADE transaction or NEJV payment of liquidated damages as set forth in the
19 GALLADE Purchase and Sale Agreement, CITY's performance of the foregoing
20 tasks in this Paragraph 2, constitute the entire consideration to be provided to
21 GALLADE by the CITY and save and except for claims for breach of this
22 Agreement, GALLADE hereby waives and releases the CITY (and its officers,
23 officials, employees, consultants and agents, each a "CITY Released Party")
24 from any and all other or further obligations or claims that GALLADE could assert
25 or allege against the CITY or a City Released Party in any way relating to
26 (i) possible eminent domain involving the Site and/or negotiations concerning
27 acquisition of the Site, including but not limited to claims of unreasonable pre-
28 condemnation delay or activity, (ii) damages or compensation for acquisition of
the Site or relocation from the Site available under any statute, regulation, or other
legal authority, (iii) inverse condemnation or severance damages, (iv) loss of
business goodwill, (v) interest, (vi) litigation expenses and attorneys' fees, and/or
(vii) CITY's response(s), or any alleged failure to respond properly, to any request
for information or records (provided such request was made on or before the
Effective Date) pursuant to any public records act, freedom of information act, or
similar statute or regulation concerning disclosure of information held by a public
agency. Further, GALLADE shall indemnify and hold the CITY free and
harmless from any expense or liability incurred by GALLADE and arising from or
associated with any GALLADE claim(s) relating to GALLADE's allocation of
funds to "relocation" or "moving expense" or "goodwill" or to some other
characterization of any funds or consideration received from the CITY.

1 **3. Section 1542 Waiver.**

2 GALLADE acknowledges that it may hereafter discover facts or law different from, or in
3 addition to that which it now believes to be true with respect to the release of claims as set forth
4 in this Agreement, and understands that by executing this Agreement it is (a) waiving any rights
5 of claims for any other or future benefits or damages to which it might be entitled which are not
6 specifically exempted herein and (b) expressly waiving the rights provided under California Civil
7 Code Section 1542, which states that:

8 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
9 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
10 EXIST IN HIS OR HER FAVOR AT THE TIME OF
11 EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR
12 HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
13 SETTLEMENT WITH DEBTOR.

14 GALLADE understands the significance and consequences of a California Civil Code
15 Section 1542 waiver, and hereby assumes full responsibility for any damages or losses caused by
16 this waiver. This agreement may be pleaded as a defense by any Party to any claim, affirmative
17 defense, or cause of action that is inconsistent with the terms of this Paragraph 3.

18 ___ GALLADE Initial

19 **4. Notice.**

20 Any notice, consent or approval required or permitted to be given under this Agreement
21 shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one (1)
22 Business Day after being deposited with Federal Express or another reliable overnight courier
23 service for next day delivery, (iii) upon facsimile transmission (except that if the date of such
24 transmission is not a Business Day, then such notice shall be deemed to be given on the first
25 Business Day following such transmission), or (iv) two (2) Business Days after being deposited
26 in the United States mail, registered or certified mail, postage prepaid, return receipt required, and
27 addressed as follows:

28 TO GALLADE:	GALLADE ENTERPRISES, LLC 1230 E. St. Gertrude Place Santa Ana, CA 92707 Attn.: Richard Gallade Telephone: 714-546-9901 ext. 124 Email: rick@galladecchem.com
With copy to	J.W. Ring Ring Bender, LLC 2 Park Plaza, Suite 550 Irvine, CA 92614 Telephone: 949-202-5810 Email: jwring@wringbenderlaw.com

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TO THE CITY:	CITY OF NEWARK Terrence Grindall Assistant City Manager 37101 Newark Boulevard Newark, CA 94560 Telephone: 510-578-4208 Email: terrence.grindall@newark.org
With Copy to	David Benoun City Attorney 37101 Newark Boulevard Newark, CA 94560 Telephone: 510-578-4427 Email: david.benoun@newark.org

5. Reliance on Advice of Counsel.

In entering into this Agreement, the Parties represent that they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice, and that the terms of this Agreement have been completely read and explained to them by their attorneys, and that those terms are fully understood and voluntarily accepted by them.

6. Governing Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

7. Jurisdiction.

Except for an action involving claims subject to exclusive federal jurisdiction, the Parties consent to jurisdiction in the State of California, County of Alameda. The Parties acknowledge and agree that the Superior Court of the State of California in and for the County of Alameda, and the associated State appellate courts, are the appropriate venues to hear and decide any issue, dispute, or controversy arising from or related to this Agreement, and such courts shall have exclusive jurisdiction to so hear and decide any such issue, dispute, or controversy.

8. Waiver.

Any term, condition or provision of this Agreement which is exclusively for the benefit of one Party may unilaterally be waived by the benefited Party. No waiver of any term, condition or provision of this Agreement shall be effective unless in writing. The waiver by either Party of a breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach whether of the same or another provision of this Agreement.

1 **9. Attorneys' Fees.**

2 If legal action is commenced to enforce or to declare the effect of any provision of this
3 Agreement, the prevailing Party in such litigation shall be entitled to recover from the non-
4 prevailing Party reasonable attorneys' fees and other litigation costs as established by the court.
5 In addition to the foregoing award of attorneys' fees and other litigation costs to the prevailing
6 Party, the prevailing Party in any lawsuit on this Agreement shall be entitled to its attorneys' fees
7 and other costs incurred in any post-judgment proceedings to collect or enforce the judgment.
8 This provision is separate and several and shall survive the merger of this Agreement into any
9 judgment on this Agreement. This provision shall survive sale of the Site to NIJV or termination
10 of this Agreement.

11 **10. Business Day Defined.**

12 All periods of time referred to in this Agreement, other than "Business Days" shall include
13 all Saturdays, Sundays and California or national holidays, provided that if the last date to
14 perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday
15 or California or national holiday, such act or notice may be timely performed or given on the next
16 succeeding day which is not a Saturday, Sunday or California or national holiday. As used
17 herein, "Business Days" shall mean each day other than a Saturday, Sunday or California or
18 national holiday on which banks in the County are customarily closed.

19 **11. Entire Agreement and Interpretation.**

20 This Agreement and all documents referred to herein: (i) constitute and are intended as a
21 final expression and a complete and exclusive statement of the understanding and the agreement
22 between the Parties with respect to the subject matter hereof; (ii) supersede all prior or
23 simultaneous understandings, correspondence, e-mails, letters of intent, offering materials,
24 negotiations, or agreements, whether oral or in writing, between the Parties respecting the subject
25 matter of this Agreement; and (iii) may not be modified, amended or otherwise changed in any
26 manner except by a writing specifically setting forth such modification, amendment or change
27 and executed by each of the Parties hereto.

28 **12. Additional Documents.**

 The undersigned Parties hereby agree to cooperate fully and execute any and all
supplementary documents and to take all additional actions that may be necessary or appropriate
to give full force and effect to the basic terms and intent of this Agreement.

13. Severability.

 In the event any of the provisions of this Agreement are deemed to be invalid or
unenforceable, those provisions shall be severable from the remainder of the Agreement and shall
not cause the invalidity or unenforceability of the balance of the Agreement.

1 **14. Jointly Prepared.**

2 This Agreement shall be deemed to have been jointly prepared by the Parties, and shall
3 not be construed against one Party or the other in the event of any claimed uncertainty or
4 ambiguity.

5 **15. Time of the Essence.**

6 Time is of the essence with respect to the provisions of this Agreement.

7 **16. Execution.**

8 This Agreement shall be deemed executed upon the date of execution of this Agreement
9 by the last Party to execute it, which date shall be entered into the first paragraph hereof as the
10 Effective Date.

11 **17. Counterparts.**

12 This Agreement may be executed in counterparts, and all such executed counterparts shall
13 constitute the same agreement. Facsimile and electronic delivery of executed counterparts of this
14 Agreement shall be as effective as delivery of an original "wet" executed counterpart of this
15 Agreement. Either party delivering an executed counterpart of this Agreement by facsimile or
16 email shall upon request of the other party deliver an originally executed counterpart of this
17 Agreement to such party, but failure to deliver such originally executed counterparts shall not
18 affect the validity, enforceability, and binding effect of this Agreement.

19 *[signatures appear on next page]*

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IN WITNESS WHEREOF, the parties have executed this Agreement as of latest date of the signatures set forth below.

"GALLADE"

Dated: _____

GALLADE ENTERPRISES, I.L.C, a California limited liability company

By: _____

Name: _____

Its: _____

"CITY"

Dated: _____

CITY OF NEWARK, a California municipal corporation

By: _____

Name: _____

Its: _____

Dated: _____

APPROVED AS TO FORM:

By: _____

City Attorney for the City of Newark

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EXHIBIT A

**Legal Description of
8333 Enterprise Drive**

LEGAL DESCRIPTION

Real property in the City of Newark, County of Alameda, State of California, described as follows:

PARCEL 1:

PARCEL B OF PARCEL MAP 1317, FILED JANUARY 23, 1974, IN BOOK 83 OF PARCEL MAPS AT PAGE 8,
IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND ALL, PURE TO UTILITY PURPOSES, IN,
UNDER, OVER, ALONG AND ACROSS THE SOUTHWESTERLY 22.5 FEET OF PARCEL C OF PARCEL MAP
1317, FILED JANUARY 23, 1974, IN BOOK 83 OF PARCEL MAPS AT PAGE 8, ALAMEDA COUNTY
RECORDS.

APN: 092-0140-005

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EXHIBIT B

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EXHIBIT C

DECLARATION OF RICHARD GALLADE SUMMARIZING TIME SPENT BY GALLADE EMPLOYEES SEARCHING FOR A REPLACEMENT LOCATION (25 CCR 6094)

I, Richard Gallade, declare as follows:

1. I am President/CEO of GALLADE CHEMICAL INC., an affiliate of GALLADE ENTERPRISES, LLC ("GALLADE"). I have personal knowledge of the facts set forth herein and if called as a witness, could and would testify competently thereto.

2. The City of Newark ("Newark") or its agent presented GALLADE with an offer to purchase the GALLADE property at 8333 Enterprise Drive, Newark, California (the "Property") and provided GALLADE with addresses of potential relocation sites.

3. Tony is an employee of GALLADE CHEMICAL, the tenant of the Property. Following GALLADE's receipt of the relocation information from Newark, Mr. ___ spent a minimum of ___ hours investigating the feasibility of alternative locations for relocation of the GALLADE CHEMICAL operation.

4. The hourly equivalent rate for Mr. ___ time is \$___ per hour. Multiplying the hourly rate of \$___ per hour by the time spent of ___ hours, the cost of Mr. ___'s search for a relocation site cost GALLADE CHEMICAL, INC. at least \$___.

5. I declare under penalty of perjury under the laws of the State of the California that the foregoing is true and correct to the best of my knowledge.

Executed on this ___ day of _____, 2015, at _____, California.

Richard Gallade

EXHIBIT D

**DECLARATION OF RICHARD GALLADE CONCERNING SELF MOVE COSTS
PURSUANT TO 25 CCR 6092**

I, Richard Gallade, declare as follows:

1. I am President/CEO of GALLADE CHEMICAL INC. I have personal knowledge of the facts set forth herein and if called as a witness, could and would testify competently thereto.

2. GALLADE ENTERPRISES LLC ("GALLADE") is the owner of the real property located at 8333 Enterprise Drive, Newark, California (the "Site"). GALLADE and or its affiliate GALLADE CHEMICAL will self-move chemicals currently stored at the Site to a Southern California location.

3. The volume of chemicals to be moved is approximately _____.

4. Moving the chemicals will require _____ and is estimated to cost _____.

I declare under penalty of perjury under the laws of the State of the California that the foregoing is true and correct to the best of my knowledge.

Executed on this __ day of _____ 2015, at _____, California.

Richard Gallade

F.3 Ordinance to Commit Funds for Managing Waste and Recycling – Administrative Services Director Woodstock (INTRODUCTION OF AN ORDINANCE)

Background/Discussion – In 2011, the Governmental Accounting Standards Board (GASB) enacted and the City complied with GASB Statement 54 to enhance the usefulness of fund balance information in financial reporting. The statement established the classifications to be used in reporting of fund balance as non-spendable, restricted, assigned, unassigned and committed. The first four categories relate directly to old classifications, the new titles were intended to provide a more intuitive description. The committed classification was introduced with GASB 54. The committed classification allows the City Council to obligate funds for a certain purpose perpetually. A Council action is required to un-commit the funds.

While implementing GASB 54, it was determined that the funds in the Waste Augmentation Fund, Fund 023, did not qualify as restricted even though these funds were collected in relation to the garage service rates. The Waste Augmentation Fund is intended to be used to manage waste and recycling contracts, ensure compliance with waste related regulations and other activities related to the City's obligations for waste and recycling. The action to define these funds for that specific use is to commit them. At the end of this fiscal year there will be approximately \$600,000 remaining in the Waste Augmentation Fund.

Attachment

Action - It is recommended that the City Council, by ordinance, commit funds for managing waste and recycling.

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
NEWARK TO COMMIT FUNDS FOR MANAGING WASTE
AND RECYCLING

WHEREAS, the Government Accounting Standards Board (GASB) enacted GASB 54 – Fund Balance Reporting and Government Fund Type Definitions that requires the highest action of the City Council to Commit Funds. GASB defines Committed Funds as funds that can only be used for a specific, designated purpose; and

WHEREAS, funds have been collected from garbage and recycling service rate payers and deposited into Fund 023-Waste Augmentation Fund for the purpose of managing waste and recycling in the City of Newark and for future possible costs associated with waste and recycling services.

NOW THEREFORE, the City Council of the City of Newark does ordain as follows:

Section 1: The existing funds in Fund 023 or future funds deposited into Fund 023 from the Franchisee, which the Franchisee collected from the rate payers, for the purpose of managing waste and recycling, shall be Committed for the purpose of managing waste and recycling contracts, complying with laws and regulations related to waste and recycling or any activity related to City obligations for waste and recycling.

Section 2: Effective Date. This ordinance shall take effect thirty days from the date of its passage. Before expiration of fifteen days after its passage, this ordinance shall be published in The Argus, a newspaper of general circulation, published and printed in the County of Alameda and circulated in the City of Newark.

F.4 Authorization for the City Manager to sign a Measure BB Master Programs Funding Agreement between the Alameda County Transportation Commission and the City of Newark – from Assistant City Engineer Fajeau. (RESOLUTION)

Background/Discussion -- On November 4, 2014, Alameda County voters approved Measure BB, the 2014 Transportation Expenditure Plan (TEP), authorizing the extension of the existing transportation sales tax and augmenting it by one-half percent to fund transportation projects and programs. Direct distributions to local fund recipients, including the City of Newark, account for 53.55% of the total Measure BB net revenues. The first direct local distribution payments are expected in June or July of 2015 after the Alameda County Transportation Commission (Alameda CTC) receives the first revenues from the Board of Equalization. In order to receive the Measure BB direct local distribution funds, the voter-approved TEP requires each recipient to enter into a Master Programs Funding Agreement with the Alameda CTC.

The Alameda CTC approved a draft Master Programs Funding Agreement on February 26, 2015. This is intended as an initial master agreement to authorize disbursement of the direct local distribution Measure BB funding collected between April 1, 2015 and June 30, 2016. This initial period will allow Alameda CTC staff sufficient time to develop the necessary policies and procedures for long term implementation of Measure BB funds. Similar to Measure B, investment categories for the Measure BB direct local distribution funding include Local Streets and Roads, Paratransit, and Bicycle and Pedestrian Infrastructure and Safety. The projected Measure BB combined revenues for the City of Newark in all three investment categories are \$141,000 for the final quarter of fiscal year 2015-16 and \$646,000 for fiscal year 2016-17.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the City Manager to sign a Measure BB Master Programs Funding Agreement between the Alameda County Transportation Commission and the City of Newark.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE CITY MANAGER TO
SIGN A MEASURE BB MASTER PROGRAMS FUNDING
AGREEMENT BETWEEN THE ALAMEDA COUNTY
TRANSPORTATION COMMISSION AND THE CITY OF
NEWARK

WHEREAS, voters approved the 2014 Transportation Expenditure Plan ("Measure BB"), a half-cent transportation sales tax on November 4, 2014 that extends the existing 2000 Measure B transportation sales tax, and augments it by one-half percent to fund projects and programs in Alameda County; and

WHEREAS, the Alameda CTC is responsible for distributing Measure BB revenues to local jurisdictions to support bicycle and pedestrian infrastructure safety, local street maintenance and safety (local streets and roads), transit and paratransit programs; and

WHEREAS, Measure BB requires entering into a Master Funding Agreement between the Alameda County Transportation Commission ("Alameda CTC") and the City of Newark ("City") in order to distribute Measure BB funds to the City; and

WHEREAS, the Alameda CTC has developed a Measure BB Master Programs Funding Agreement ("MPFA") that specifies Measure BB Direct Local Distribution ("DLD") funding distributions, Alameda CTC's responsibilities, and the City's responsibilities for revenues collected from April 1, 2014 through June 30, 2016; and

WHEREAS, implementation guidelines for each program are referenced in the MPFA to guide fund eligibility and expenditures.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Newark that the City Manager be and is hereby authorized to sign a Master Programs Funding Agreement between the Alameda County Transportation Commission and the City of Newark, said agreement on file in the Office of the City Clerk.

MASTER PROGRAMS FUNDING AGREEMENT
between the
ALAMEDA COUNTY TRANSPORTATION COMMISSION
and the
CITY OF NEWARK

This Master Programs Funding Agreement ("AGREEMENT"), effective the 1st of April 2015, is entered into by and between the Alameda County Transportation Commission ("ALAMEDA CTC") and the City of Newark ("RECIPIENT").

RECITALS

A. On November 4, 2014, the voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 *et seq.*, approved Measure B13, thereby authorizing ALAMEDA CTC to administer the proceeds from the extension of an existing one-half of one percent transaction and use tax scheduled to terminate on March 31, 2022, and the augmentation of the tax by one-half of one percent.

B. The duration of the tax will be 30 years from the initial year of collection, which begins April 1, 2015, with said tax to terminate/expire on March 31, 2045. The tax proceeds will be used to pay for the investments outlined in the 2014 Alameda County Transportation Expenditure Plan ("2014 TEP"), as it may be amended.

C. This AGREEMENT delineates the requirements of the Direct Local Distribution ("DLID") funds; funds which are directly allocated to local jurisdictions and transit operators, as authorized by Measure BB and detailed in the 2014 TEP. Discretionary funds identified in the 2014 TEP are not the subject of this AGREEMENT and RECIPIENT will be required to enter into a separate agreement for those funds.

D. The DLID funds will be available for distribution once an agreement is executed with the State Board of Equalization ("BOE") and the first revenue payment is received from the BOE.

E. This AGREEMENT was originally approved by the governing body of the ALAMEDA CTC on February 26, 2015.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

ARTICLE I: FUNDING ALLOCATIONS

This AGREEMENT authorizes the ALAMEDA CTC to allocate the DLD funds derived from Measure BB as described in the 2014 TEP and summarized in Table A: Measure BB DLD Investment Summary. DLD funds shall be allocated from net revenues after BOB and administration expenses.

TABLE A: MEASURE BB DLD INVESTMENT SUMMARY	
Investment Category	Program
Transit: Operations, Maintenance and Safety Program (OMSP)	AC Transit OMSP
	Altamont Commuter Express (ACE) OMSP
	San Francisco Bay Area Rapid Transit District (BART) Maintenance
	San Francisco Bay Area Water Emergency Transportation Authority (WETA) OMSP
	Livermore Amador Valley Transit Authority (LAVTA) OMSP
	Union City Transit OMSP
Affordable Transit for Seniors and People with Disabilities (Paratransit)	City-based and Locally Mandated
	East Bay Paratransit Consortium - AC Transit
	East Bay Paratransit Consortium - BART
Direct Allocation to Cities and County (Local Streets and Roads)	Local streets maintenance and safety program
Bicycle and Pedestrian Infrastructure & Safety	Bicycle and pedestrian direct allocation to cities and Alameda County

A. TRANSIT (OMSP)

ALAMEDA CTC will distribute funds based on set percentages detailed in the 2014 TEP. RECIPIENT's percentage fund distribution, if applicable, is detailed in EXHIBIT A - MEASURE BB DIRECT LOCAL DISTRIBUTION SUMMARY, attached hereto and by this reference made a part of this AGREEMENT.

1. RECIPIENT shall use such funds for maintenance and operations of transit services and may include maintenance of transit services, restoration of service cuts, expansion of transit services, and passenger safety and security.

2. The Transit OMSP funds shall be subject to the requirements for "Measure B Mass Transit Pass-through Funds," as detailed in the ALAMEDA CTC Mass Transit Program Implementation Guidelines, and said guidelines are hereby incorporated into this AGREEMENT by reference.

B. AFFORDABLE TRANSIT FOR SENIORS AND PEOPLE WITH DISABILITIES (PARATRANSIT)

1. City and Local Transit Operator

a. ALAMEDA CTC will distribute funds based on the percentage of the population over age 70 in each of four planning areas for city-based and mandated paratransit services of local bus transit

providers. Funds may be further distributed to individual cities within each planning area based on a formula refined by ALAMEDA CTC's Paratransit Advisory and Planning Committee ("PAPCO"). RECIPIENT's initial percentage fund distribution, if applicable, is detailed in Exhibit A, subject to change based on changes in annual population.

b. Each planning area is defined in Exhibit B attached hereto and by this reference made a part of this AGREEMENT.

c. RECIPIENT shall use such funds for implementation of locally developed solutions to address the mobility challenges of older adults and people with disabilities.

2. East Bay Paratransit Consortium

a. ALAMEDA CTC will distribute funds based on set percentages detailed in the 2014 TEP. RECIPIENT's percentage fund distribution, if applicable, is detailed in Exhibit A.

b. RECIPIENT shall use such funds towards meeting RECIPIENT's responsibilities under the Americans with Disabilities Act (ADA).

3. The ALAMEDA CTC Paratransit Program Implementation Guidelines provide program eligibility and fund usage guidelines, definitions, additional requirements, and guideline adoption details. Said guidelines are hereby incorporated into this AGREEMENT by reference.

C. LOCAL STREETS AND ROADS

1. ALAMEDA CTC will distribute funds pursuant to a formula weighted 50 percent by the population of the jurisdiction within the subarea and 50 percent by the number of road miles within the subarea. RECIPIENT's initial percentage fund distribution, if applicable, is detailed in Exhibit A subject to change based on changes in annual population and road mile projections.

2. RECIPIENT shall spend a minimum of 15 percent of all funds received on project elements directly benefiting bicyclists and pedestrians.

3. RECIPIENT shall use such funds for any local transportation need based on local priorities, including street maintenance, bicycle and pedestrian projects, bus stops, and traffic calming.

4. Local Streets and Roads funds are subject to the requirements for "Measure B Local Streets and Roads Pass-through Funds" as detailed in the ALAMEDA CTC Local Streets and Roads Program Implementation Guidelines, and said guidelines are hereby incorporated into this AGREEMENT by reference.

D. BICYCLE AND PEDESTRIAN PATHS AND SAFETY

1. ALAMEDA CTC will distribute funds pursuant to a formula weighted 100 percent by the jurisdiction's share of the population. RECIPIENT's initial percentage fund distribution, if applicable, is

detailed in Exhibit A subject to change based on changes in annual population.

2. RECIPIENT shall use such funds for planning, construction and maintenance of bicycle and pedestrian projects and programs, with focus on high-priority projects described in RECIPIENT's Bicycle and Pedestrian Master Plans.

3. Bicycle and Pedestrian Paths and Safety funds are subject to the requirements for "Measure B Bicycle and Pedestrian Pass-through Funds" as detailed in the ALAMEDA CTC Bicycle and Pedestrian Safety Program Implementation Guidelines, and said guidelines are hereby incorporated into this AGREEMENT by reference.

ARTICLE II: PAYMENTS AND EXPENDITURES

A. ALAMEDA CTC'S DUTIES AND OBLIGATIONS

1. Within five working days of actual receipt of the monthly Measure BB sales tax revenues from the BOE, ALAMEDA CTC shall remit to the RECIPIENT its designated amount of DLD funds disbursed on a monthly basis by a set formula for distribution.

2. ALAMEDA CTC shall annually update the Measure BB sales tax revenue projections and the resulting funds allocation formulas to reflect the most current population using the California Department of Finance's annual population estimates (Report B 1 published in May) and maintained road mileage from the Department of Transportation as it is made available. ALAMEDA CTC shall use the updated Measure BB program allocation formulas in the allocations beginning July 1 of each new fiscal year, which is from July 1 to June 30 in the State of California. ALAMEDA CTC shall provide an annual projection of Measure BB DLD estimated to be distributed to each RECIPIENT for each investment category RECIPIENT is eligible to receive before the beginning of each new fiscal year.

3. ALAMEDA CTC shall report monthly the amount of Measure BB revenues distributed to RECIPIENT by each investment category for the fiscal year and for the total program to date.

4. ALAMEDA CTC shall provide for an independent annual audit of its financial statements including revenues and expenditures and also the calculation of the allocation formula for distributing Measure BB DLD funds to various recipients and render an annual report to the ALAMEDA CTC Commission within 180 days following the close of the fiscal year. ALAMEDA CTC shall render an annual report on Measure BB funds to the Citizens Watchdog Committee (Independent Watchdog Committee) as soon thereafter as practical.

5. ALAMEDA CTC shall provide timely notice to RECIPIENT prior to conducting an audit of any expenditure made by RECIPIENT to determine whether such expenditures are in compliance with this AGREEMENT and the 2014 TIRP.

B. RECIPIENT'S DUTIES AND OBLIGATIONS

1. RECIPIENT shall expend all Measure BB funds distributed to the RECIPIENT in compliance

with the 2014 TEP guidelines, including the ALAMEDA CTC Implementation Guidelines, as they may be adopted or amended by ALAMEDA CTC from time to time.

2. RECIPIENT shall set up and maintain an appropriate system of accounts to report on Measure BB funds received. RECIPIENT must account for Measure BB funds, including any interest accrued, separately from any other funds it receives from ALAMEDA CTC. The accounting system shall provide adequate internal controls and audit trails to facilitate an annual compliance audit for the Measure BB funds and the respective usage and application of said funds. ALAMEDA CTC and its representatives, agents and nominees shall have the absolute right at any reasonable time to inspect and copy any accounting records related to such funds, except to the extent specifically prohibited by applicable law.

3. RECIPIENT hereby agrees to and accepts the formulas used in the allocation of Measure BB revenues as reflected in the ballot measure and the 2014 TEP, and agrees to accept and utilize the California Department of Finance Estimates of Population figures (Report E-1, updated each May) and the maintained road mileage from the Department of Transportation as it is made available for the annual update of the allocation formulas to begin in each new fiscal year.

ARTICLE III: POLICIES ON USE OF FUNDS

A. TIMELY USE OF FUNDS POLICY

Except for those funds properly placed into a reserve fund pursuant to Section B below, all Measure BB funds received by RECIPIENT shall be spent expeditiously, and no unexpended funds are allowed, unless a written request is submitted to the ALAMEDA CTC and approved by the Commission through the annual compliance audit and reporting process.

B. RESERVE FUND POLICY

RECIPIENT may reserve funds for specified periods of time, as defined in each reserve program, which ALAMEDA CTC will monitor through the annual compliance audit and reporting process described in Article IV. RECIPIENT may establish the following separate types of reserve funds:

1. Capital Fund Reserve

RECIPIENT may establish a specific capital fund reserve to fund specific large capital project(s) that could not otherwise be funded with a single year's worth of Measure BB DLD funds. If a capital fund reserve is established by RECIPIENT, it must be done as part of the Annual Program Compliance Reporting process as defined in Article IV.B.

a. RECIPIENT may collect capital funds during not more than three fiscal years, and shall expend all reserve funds prior to the end of the third fiscal year immediately following the fiscal year during which the reserve was established (e.g., if a reserve is established at any time during fiscal year 2015-2016 (FY 15-16), RECIPIENT may collect reserve funds during some or all of FY 15-16, FY 16-17 and FY 17-18, and must spend the reserve funds prior to the end of FY 18-19).

b. RECIPIENT shall report implementation schedules and funding plans for each proposed project to be funded from the reserve in RECIPIENT's annual program compliance report.

c. RECIPIENT may seek a single one-year extension for a given reserve fund if RECIPIENT demonstrates that unforeseen and extraordinary circumstances have occurred that would justify the extension. RECIPIENT shall submit a request for such an extension in writing to ALAMEDA CTC's executive director. The ALAMEDA CTC Commission, in its sole discretion, will make a determination as to whether to approve or deny the extension request and will notify RECIPIENT of its action in writing.

2. Operations Fund Reserve

RECIPIENT may establish and maintain a specific reserve to address operational issues, including fluctuations in revenues, and to help maintain transportation operations. This fund may not contain more than 50 percent of annual DLD revenues, unless an exception is requested in writing and approved by the ALAMEDA CTC Commission. This fund may be a revolving fund and is not subject to an expenditure timeframe. If an operations fund reserve is established by RECIPIENT, it must be done as part of the Annual Program Compliance Reporting process as defined in Article IV.B.

3. Undesignated Fund Reserve

RECIPIENT may establish and maintain a specific reserve for transportation needs over a fiscal year, such as matching funds for grants, project development work, studies for transportation purposes, or contingency funds for a project or program. This fund may not contain more than 10 percent of annual DLD revenues, unless an exception is requested in writing and approved by the ALAMEDA CTC Commission. If an undesignated fund reserve is established by RECIPIENT, it must be done as part of the Annual Program Compliance Reporting process as defined in Article IV.A.3.

a. RECIPIENT shall report the range of potential uses for the reserve funds in its annual compliance report.

C. RESCISSION OF FUNDS POLICY

If RECIPIENT does not meet the timeliness requirements set forth in Section A and B, ALAMEDA CTC may determine the RECIPIENT does not need the unspent funds. In such case, unless the RECIPIENT requests and ALAMEDA CTC approves an extension to the applicable deadline for the Capital Fund Reserve as described in Article III.B.1, RECIPIENT must return unspent funds and all interest earned thereon to ALAMEDA CTC. All such funds returned to ALAMEDA CTC shall be placed into an account for reallocation to the same programmatic type for transportation improvements in the county.

D. OTHER EXPENDITURE RESTRICTIONS

1. Transportation Purposes Only

RECIPIENT shall use all Measure BB funds solely for transportation purposes as defined by the authorizing ballot measure. Any jurisdiction that violates this provision must fully reimburse all misspent funds, including all interest that would have been earned thereon.

2. Non-Substitution of Funds

RECIPIENT shall use Measure BB funds, pursuant to Public Utilities Code Section 180000 *et seq.*, to supplement and not replace existing property taxes used for transportation purposes.

3. Fund Exchange

Any fund exchanges made using Measure BB must be made for transportation purposes. ALAMEDA CTC will consider exchange proposals on a case-by-case basis.

4. Staff Cost Limitations

Direct costs associated with the delivery of programs and projects associated with Measure BB programs, including direct staff costs and consultant costs, are eligible uses of Measure BB funds. ALAMEDA CTC does not allow indirect costs, unless the RECIPIENT submits an independently audited/approved Indirect Cost Allocation Plan.

ARTICLE IV: REPORTING REQUIREMENTS

RECIPIENT shall comply with each of the reporting requirements set forth below. If RECIPIENT fails to comply with one or more of these requirements, ALAMEDA CTC may withhold payment of further Measure BB funds to RECIPIENT until full compliance is achieved.

A. RECIPIENT shall submit to ALAMEDA CTC, on an annual basis and at the RECIPIENT's expense, an independently audited Measure BB financial statements and a compliance opinion of the funds received and used, including plans and reports of expenditures. RECIPIENT shall complete, certify, and provide the annual audited financial statements and compliance opinion to ALAMEDA CTC within 180 days following the close of each fiscal year.

B. RECIPIENT shall, by December 31 of each year, submit to ALAMEDA CTC, at the RECIPIENT's expense, a compliance report on programs and projects on which RECIPIENT expended Measure BB funds. In such report, RECIPIENT shall state how the funds were used and the benefits derived from the funded programs and projects, and establish fund reserves and amounts remaining in reserves and anticipated program and project expenditures. If RECIPIENT's expenditures in a fiscal year are less than the amount received during such year, RECIPIENT shall explain why revenues exceeded expenditures and RECIPIENT's provide an implementation plan for the unexpended fund balances.

C. To be eligible for receipt of Local Streets and Roads funds, RECIPIENT shall provide ALAMEDA CTC with the certified number of maintained road miles within RECIPIENT's jurisdiction, which shall be consistent with the miles reported to state and federal agencies. RECIPIENT shall provide ALAMEDA CTC with the annual certified number of maintained road miles each fiscal year even if the number of miles for the fiscal year did not change. Road miles reported through the Department of Transportation shall be used in the updated Measure BB sales tax revenue allocation formula for distributing Measure BB funds and the new mileage shall be reflected in the distributions that start on July 1 of each new fiscal year.

D. RECIPIENT shall install or mount signage, such as those identified on the ALAMEDA CTC

EXHIBIT A

MEASURE BB DIRECT LOCAL DISTRIBUTION SUMMARY

Recipient	Investment Category - Program	Recipient's Percentage of Measure BB Total ¹
AC Transit	Paratransit - East Bay Paratransit Consortium	4.50 %
	Transit: Operations, Maintenance and Safety Program	18.80 %
ACE	Transit: Operations, Maintenance and Safety Program	1.00 %
Alameda	Bicycle and Pedestrian Infrastructure & Safety	*
	Paratransit	*
	Local Streets and Roads	*
Albany	Bicycle and Pedestrian Infrastructure & Safety	*
	Paratransit	*
	Local Streets and Roads	*
BART	Paratransit - East Bay Paratransit Consortium	1.50 %
	Transit: Operations, Maintenance and Safety Program	0.50 %
Berkeley	Bicycle and Pedestrian Infrastructure & Safety	*
	Paratransit	*
	Local Streets and Roads	*
County of Alameda	Bicycle and Pedestrian Infrastructure & Safety	*
	Local Streets and Roads	*
Dublin	Bicycle and Pedestrian Infrastructure & Safety	*
	Local Streets and Roads	*
Emeryville	Bicycle and Pedestrian Infrastructure & Safety	*
	Paratransit	*
	Local Streets and Roads	*
Fremont	Bicycle and Pedestrian Infrastructure & Safety	*
	Paratransit	*
	Local Streets and Roads	*
Hayward	Bicycle and Pedestrian Infrastructure & Safety	*
	Paratransit	*
	Local Streets and Roads	*
LAVTA	Paratransit	*
	Transit: Operations, Maintenance and Safety Program	0.50 %
Livermore	Bicycle and Pedestrian Infrastructure & Safety	*
	Local Streets and Roads	*
Newark	Bicycle and Pedestrian Infrastructure & Safety	*
	Paratransit	*
	Local Streets and Roads	*
Oakland	Bicycle and Pedestrian Infrastructure & Safety	*
	Paratransit	*
Piedmont	Local Streets and Roads	*
	Bicycle and Pedestrian Infrastructure & Safety	*
	Local Streets and Roads	*
Pleasanton	Bicycle and Pedestrian Infrastructure & Safety	*
	Paratransit	*
	Local Streets and Roads	*
San Leandro	Bicycle and Pedestrian Infrastructure & Safety	*
	Paratransit	*
	Local Streets and Roads	*
Union City	Transit: Operations, Maintenance and Safety Program	0.25 %
	Bicycle and Pedestrian Infrastructure & Safety	*
	Paratransit	*
WHFA	Local Streets and Roads	*
	Transit: Operations, Maintenance and Safety Program	0.50 %

Note: 1. Pursuant to Article 11.A.2, RECIPIENT'S percentage may change based upon current annual population and/or road mile projections.

EXHIBIT B

**PLANNING AREAS FOR
CITY AND LOCAL TRANSIT OPERATOR FUNDING
(PARATRANSIT)**

Planning Area	Description
North County	Cities of Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont
Central County ¹	Cities of Hayward and San Leandro, and the unincorporated area of Castro Valley, as well as other unincorporated lands governed by Alameda County in the Central Area.
South County	Cities of Fremont, Newark, Union City, as well as Union City Transit.
East County ²	Cities of Livermore, Dublin, and Pleasanton, and all unincorporated lands governed by Alameda County in the East Area, and LAVTA.
Notes: 1. Funding for Livermore and Dublin will be assigned to LAVTA for their ADA-mandated paratransit program. 2. Funding will be assigned to Hayward to serve the unincorporated areas.	

F.5 Acceptance of work with Chrisp Company for 2012-2013 Citywide Thermoplastic Street Striping, Project 1036 – from Associate Civil Engineer Tran. (RESOLUTION)

Background/Discussion – On September 18, 2013, the Public Works Director signed the first one-year renewal with Chrisp Company for 2012-2013 Citywide Thermoplastic Street Striping, Project 1036. This project installed thermoplastic striping and markings, and replaced missing or damaged pavement markers throughout the City. All the work is now complete within the project budget.

Attachment

Action - It is recommended that the City Council, by resolution, accept the work with Chrisp Company for 2012-2013 Citywide Thermoplastic Street Striping, Project 1036.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ACCEPTING THE WORK WITH CHRISP
COMPANY FOR 2012-2013 CITYWIDE THERMOPLASTIC
STREET STRIPING, PROJECT 1036

WHEREAS, the City of Newark has entered into a contract with Chrisp Company, pursuant to Resolution No. 10020, for 2012-2013 Citywide Thermoplastic Street Striping, Project 1036, in the City of Newark, 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 contract hereinabove referred to and the conditions thereof;

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

**F.6 Acceptance of work with Rosas Brothers Construction for 2014 Curb, Gutter and Sidewalk Replacement, Project 1065 – from Assistant City Engineer Fajeau.
(RESOLUTION)**

Background/Discussion – On April 11, 2013, the City Council authorized award of a contract to Rosas Brothers Construction for the 2013 Curb, Gutter, and Sidewalk Replacement, Project 1042 with options to renew annually for up to three additional years. On July 16, 2014, the Public Works Director, as authorized under the original project specifications, exercised renewal of the contract with Rosas Brothers Construction for the 2014 Curb, Gutter and Sidewalk Replacement, Project 1065. The scope of work included replacement of damaged curb and gutter, damaged sidewalk, and other concrete repairs on a Citywide basis. All work on this project is now complete.

Attachment

Action - It is recommended that the City Council, by resolution, accept the work with Rosas Brothers Construction for 2014 Curb, Gutter, and Sidewalk Replacement, Project 1065.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ACCEPTING THE WORK WITH ROSAS
BROTHERS CONSTRUCTION FOR 2014 CURB, GUTTER,
AND SIDEWALK REPLACEMENT, PROJECT 1065

WHEREAS, the City of Newark has entered into a contract with Rosas Brothers Construction, pursuant to Resolution No.10,079, for 2013 Curb, Gutter, and Sidewalk Replacement, Project 1042, in the City of Newark, in accordance with the plans and specifications for the contract; and

WHEREAS, pursuant to the specifications approved by the City Council for Project , the Public Works Director is authorized to renew the contract annually for up to three additional years and renewal was exercised on July 16, 2014, for the 2014 Curb, Gutter, and Sidewalk Replacement, Project 1065; and

WHEREAS, said work has been completed in conformance with the plans and specifications of the contract hereinabove referred to and the conditions thereof;

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

F.7 Authorization for the Mayor to Sign an Agreement with SoftResources, LLC to provide Integrated Financial Information System Consulting Services and authorization for the City Manager to sign an amendment to implement Phase 3 of the scope of work – from Administrative Services Director Woodstock.

(RESOLUTION)

Background/Discussion --On March 10, 2015, Staff issued a Request for Proposals (RFP) for professional services to assist with an assessment of the existing finance system and to provide assistance with upgrading or replacing the existing system. The existing financial system is over twenty years old, has limited customer service agents that can provide support and is not user friendly to most users outside of the Finance Department. There are a large number of vendors that offer government financial systems with an assortment of modules and functions and the costs can range from \$25,000 to \$1.5 million. The professional services proposed will provide the knowledge of how more modern systems operate and evaluate our functions relative to those systems to find the product that is appropriate for our needs. These professional services must be independent from all financial system vendors. Their assessment and recommendations will be based on our needs and their knowledge of the financial system industry.

Staff received proposals from four consultants, reviewed and rated the proposals and interviewed three consultants. Based on the proposal evaluations and the interviews, Staff rated SoftResources, LLC as the most qualified for this project. SoftResources has performed similar services for multiple other clients and demonstrated an understanding of the assessment techniques and assistance required for this project.

Phase 1 of the project is the assessment of the existing system and needs. This will result in a report that will provide recommendations on whether we should upgrade our existing system or issue an RFP to procure a new system. Phase 1 will cost \$42,813. Phase 2 deliverables will depend upon the recommendation in Phase 1. This phase will cost either \$28,223 or \$52,087. Phase 3 is assistance with implementation and transition to the new software. The scope of this phase depends on the system selected and the cost will be negotiated based on the needed assistance. The not to exceed cost of the contract of \$250,000 includes an estimate for Phase 3. It is recommended to authorize the City Manager to sign an amendment to implement Phase 3 as long as the negotiated costs stay within the not to exceed amount of the contract.

It is expected to take up to two years to fully transition to a new system. The 2014-2016 Biennial Budget includes \$1,250,000 for replacement of the financial system which included this professional service.

Attachments

Action - It is recommended that the City Council, by resolution, authorize the Mayor to sign an Agreement with SoftResources, LLC to provide Integrated Financial Information System

Consulting Services and authorize the City Manager to sign an amendment to implement Phase 3 of the scope of work.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH SOFTRESOURCES LLC TO PROVIDE INTEGRATED FINANCIAL INFORMATION SYSTEM CONSULTING SERVICES AND AUTHORIZING THE CITY MANAGER TO SIGN AN AMENDMENT TO IMPLEMENT PHASE 3 OF THE SCOPE OF WORK

BE IT RESOLVED by the City Council of the City of Newark authorizes the Mayor to sign a Consulting Services Agreement between the City of Newark and SoftResources LLC for Integrated Financial Information System Consulting Services;

AND BE IT FURTHER RESOLVED to authorize the City Manager to sign an amendment to implement Phase 3 of the Agreement if the negotiated cost of Phase 3 is within the approved not to exceed cost of the Agreement.

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this day of _____, 20____ by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **SOFTRESOURCES LLC**, a Privately Held Limited Liability Company ("Consultant"), collectively the "Parties".

WITNESSETH:

WHEREAS, City requested proposals to perform the services generally including: **PHASE 1:** Provide professional services to assist with an assessment of the existing system and provide an assessment report with options for the financial system.

Phase 2, depending on the recommendation in Phase 1, either: (A) develop an RFP to select a new system OR (B) proceed with upgrading the existing system.

Future Phase 3, (scope still to be determined based on Phase 2): Implementation assistance/Project Management.

WHEREAS, in response to City's request, Consultant submitted a proposal and, after negotiations, Consultant agreed to perform the "Services" more particularly described in Exhibit "A", in return for the compensation described in this Agreement and Exhibit "B".

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set forth in Exhibit "C", City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **CONSULTANT'S SERVICES.** Consultant shall perform Services described, and in the time, place, and manner specified in Exhibit "A" in accordance with the terms and conditions of this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall control.

2. **TIME FOR PERFORMANCE.** Time is of the essence in the performance of Services under this Agreement and Consultant shall generally adhere to the schedule set forth in Exhibit "A"; provided, that City shall grant reasonable extensions of time for the performance of such Services occasioned by governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances, provided, further, that such unavoidable delays shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant.

Consultant acknowledges the importance to City of City's performance schedule and agrees to put forth its best professional efforts to perform its Services under this Agreement in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound professional practices.

3. COMPENSATION.

A. **"Not to Exceed" Compensation.** City shall compensate Consultant for all Services performed by Consultant hereunder in an amount based upon Consultant's hourly or other rates set forth in Exhibit "B". The payments specified in Exhibit "B" shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of Two Hundred and Fifty Thousand and No/100 Dollars (\$250,000.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

B. **Method of Billing.** To request payment, Consultant shall submit monthly invoices to City identifying Services performed and the charges therefore (including an identification of personnel who performed Services, hours worked, hourly rates, and reimbursable expenses), based upon Consultant's billing rates (set forth on Exhibit "B" hereto) or a percent of fixed fees completed during the previous month. The percent completed must be agreed upon with the City prior to billing.

Consultant shall submit all billings for said Services to City in the manner specified in Exhibit "B"; or, if no manner is specified in Exhibit "B", then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

Invoices shall be sent to:

City of Newark
Finance Department
37101 Newark Blvd.
Newark, CA 94560

Upon completion of Services, City shall sign off and acknowledge that all terms and conditions have been satisfactorily met; upon which, unless waived by City in writing, Consultant shall prepare an itemized statement, briefly describing by task and/or labor category the items billed.

C. **Payment.** Upon receipt of billing, City shall make payments to Consultant on a monthly basis, or at such other times as may be specified in Exhibit "B", for Services, which are performed in accordance with this Agreement to the satisfaction of City.

D. **Consultant's Failure to Perform.** In the event that Consultant performs Services that do not comply with the requirements of this Agreement, Consultant shall, upon

receipt of written notice from City, re-perform the services (without additional compensation to Consultant).

4. **ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by written task order approved in advance of the performance thereof. Such task order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a task order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

5. **INDEPENDENT CONSULTANT.** At all times during the term of this Agreement, Consultant shall be, and is an independent consultant and shall not be an employee or agent of City. Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's Services; however, City shall not have the right to control the means by which Consultant accomplishes Services.

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

6. **PERSONNEL.** Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its subconsultants, if any, identified in Exhibit "C". Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or subconsultants identified in Exhibit "C", without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or subconsultants, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

7. **FACILITIES AND EQUIPMENT.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

8. **INFORMATION AND DOCUMENTATION.**

A. **Information from City.** City has made an effort to provide Consultant with all information necessary for Consultant's performance of Services. If Consultant believes additional information is required, Consultant shall promptly notify City and City will provide to Consultant all relevant non-privileged information in City's possession.

B. Consultant's Accounting Records. Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

C. Ownership of Work Product. All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement ("Work Product"), whether complete or in progress, are the property of City and shall be given to City at the completion of Consultant's Services, or upon demand of City. Consultant shall have a right to make and keep copies of the Work Product except for any confidential information. Consultant shall not reveal the Work Product or the confidential information contained in the Work Product, or make it available, to any third party without the prior written consent of City. Notwithstanding the above, Consultant retains ownership of any diagrams, methodologies, vendor information and other documents that were developed by Consultant prior to the engagement and any modifications, enhancements developed in the course of performing services to the City.

9. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Section 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Consultant's conflicting interest may be terminated by City.

10. NONDISCRIMINATION. Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

11. COMPLIANCE WITH LAW AND STANDARD OF CARE. Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform Services using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

12. INSURANCE. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may

arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, subconsultants, or employees.

A. Verification of Coverage.

Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), or Code 8 (hired) and 9 (non-owned) if consultant has no owned autos.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

C. Minimum Limits of Insurance.

Consultant shall maintain limits no less than:

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

3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Errors and Omissions Liability: **\$1,000,000** per occurrence or claim.

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

For all "claims made" coverage, in the event that Consultant changes insurance carriers Consultant shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than five (5) years thereafter. Proof of such "tail" or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

F. Wasting Policies.

No policy required by this paragraph 12 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

G. Remedies.

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

H. 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 City.

I. Other Insurance Provisions.

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

1. Additional Insureds. City, its officers, officials, directors, employees and volunteers are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

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

3. 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 City. Similarly, no major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement.

4. 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 California Civil Code.

5. Qualifications. All insurance companies providing coverage to Consultant 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.

6. Subconsultants. Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

7. Waiver of Subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, directors, employees, agents, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 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.

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

protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

13. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

14. INDEMNIFICATION/SAVE HARMLESS. To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

The review, acceptance or approval of Consultant's work or Work Product by any indemnified party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This paragraph survives completion of Services or the termination of this contract. The provisions of this paragraph are not limited by and do not affect the provisions of this contract relating to insurance. Notwithstanding the above, for Professional Liability ONLY

(Errors and Omissions for the written reports and verbal counsel provided by the Consultant) total liability will be limited to the amount paid by the City for services rendered by Consultant.

15. **LICENSES, PERMITS, ETC.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Newark Business License.

16. **TERM/TERMINATION.**

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire upon completion of performance of Services hereunder by Consultant.

B. Notwithstanding the provisions of paragraph 16 section A above, either party may terminate this Agreement without cause by giving written notice thereof not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

17. **CONTRACT ADMINISTRATION.** This Agreement shall be administered by [redacted] of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

18. **NOTICES.** Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid and addressed, in the case of Consultant, to:

SoftResources LLC

CITY OF NEWARK

SPENCER ARNESEN

SUSIE WOODSTOCK

Consultant

Administrator

Address: 11411 NE 124th Street, Suite 270
Kirkland, WA 98034-4341

City of Newark
Attn: Susie Woodstock
37101 Newark Boulevard
Newark, CA 94560

19. **PARAGRAPH HEADINGS.** Paragraph headings used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning thereof.

20. **EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

21. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

22. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

23. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

24. **ASSIGNABILITY.** Neither Consultant nor City shall subconsult, assign, sell, mortgage, hypothecate, or otherwise transfer their respective interests or obligations in this Agreement without the express prior written consent of the non-transferring party.

25. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

26. **WAIVERS.** Waiver of breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

27. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the Services. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

28. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

29. **COVENANT AGAINST CONTINGENT FEES.** Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, at City's discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

CITY OF NEWARK,
a municipal corporation

By _____
City of Newark

By _____
Consultant

Date _____

Date _____

Printed Name

Attest:

City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

The scope of the module/functional footprint that will be included in the Needs Assessment per the City's RFP are:

General Ledger	Cash Receipts
Bank Reconciliation	Fixed Assets
Budgeting	Financial Reporting and Ad Hoc Reporting
Project Accounting	Payroll
Purchasing and Requisitions	Time Keeping
Contract Management	Business Licenses (HdL)
Accounts Payable	Recreation Program Registration (Integrate/Interface)
Accounts Receivable	Building Permits (Integrate/Interface)
	Electronic Document Mgmt (Integrate/Interface)

SoftResources will perform the following Work Plan. It is organized into 3 phases as directed in the City's RFP. Within each phase are the major tasks along with the associated steps and deliverables for each task. Some steps within different tasks may be performed concurrently.

PHASE 1 – Needs Assessment and Evaluation of Options

The purpose of Phase 1 - Needs Assessment and Evaluation Options is to determine if the City's business needs can be met either by upgrading with the current vendor, selecting a partner software offered by the City's current vendor, or whether a selection for new ERP software is warranted. The following tasks will be performed to complete Phase 1:

Task 1 – Project Set Up

Estimated Timeline: 1-2 weeks + Project Management through project completion

SoftResources will work with the City to set up the project. Key objectives are to ensure the project kicks off smoothly and all tasks and roles between SoftResources and the City are clearly defined and communicated.

1.1. Project Planning

SoftResources will work with the City to establish and finalize the Project Plan that will govern the project. The following specific items will be addressed via teleconference:

-
- a. **Team Introductions.** Conduct Project Team introductions and collect contact information.
 - b. **Project Planning.** Coordinate with the City to discuss and align expectations for the contracted scope of work, drivers and objectives, resource availability and constraints, and communications line. Refine the Project Plan that will detail the project schedule, milestones, deliverables, and responsibilities.
 - c. **Finalize Project Plan.** SoftResources will finalize the Project Plan and Schedule (based on our templates) and provide updated versions to the City throughout the project.

1.2. Project Management

SoftResources will manage the Project Plan and maintain project related communications with the City via email and teleconference. Status updates will coincide with the project schedule milestones and deliverables over the life of the project to update the City on progress.

**Deliverables: Project Plan
Status Updates**

Task 2 – Requirements Analysis

Estimated Timeline: 3-4 weeks

SoftResources will assess the City's current ERP system and environment through a series of On-site Interview Workshops to gather and identify the data/requirements needed in an ERP system. Specifically, SoftResources will perform the following:

2.1. Pre-Interview Preparation

- a. **Review Existing Documentation.** The purpose of this review is to assist SoftResources to gain an initial understanding of the City and its current ERP environment. The type of documentation that supports this review may include: requirements data, organization charts, annual and strategic plans, current system diagrams, existing workflow documentation, commissioned reports, etc.
- b. **Determine interview attendees.** SoftResources will work with the City to identify staff who should attend the interview workshops. Participants will include the City's Project Team, stakeholders, executive management, IT, technical staff, department heads, key users, subject matter experts (SMEs), etc.
- c. **Create Interview Schedule.** SoftResources has planned for three (3) days of on-site interview sessions to gather the City's requirements and business needs. We will work with the City to develop and finalize the 3-day Interview Schedule. The City can expect 12-18 workshops, each lasting 1-2 hours.

To allow for collaboration across the City, interview groupings are scheduled by department (e.g., Administrative Services, Finance, Human Resources, Community

Development, Public Works, Police, Fire, etc.) and by function/module area (e.g., General Ledger, Accounts Receivables, Payroll, Human Resources, Purchasing, Building Permits, etc.).

- d. **Prepare Interview Memo.** SoftResources will prepare an Interview Memo that will be used to invite City personnel to the interviews. The Memo offers thought provoking questions that help to prepare attendees to discuss their area of expertise and core responsibilities.

2.2. On-Site Interview Workshops

SoftResources will travel to Newark, California to conduct and facilitate 3 days of scheduled interviews (12-18 sessions). Using interactive-style interviewing, we will systematically gain input and collect data about the City's current financial environment and user needs as follows:

- Review existing Finance system and hardware functionalities and points of integration with peripheral systems.
- Interview users across the City to capture how the current system is used, strengths and weaknesses, functional and technical footprint requirements, vision for the next 5-10 years.
- Conduct discussions with IT staff to gather current system needs, vision and interface/integration needs.
- During the interview discussions there will be opportunities to provide educational insights into modern ERP systems and best practices.
- As needed, conduct follow up calls with personnel for clarification and additional details.

Deliverables: Interview Schedule
Interview Memo
Completion of On-site Interview Workshops

2.3. Key Requirements Document

SoftResources will develop the Key Functional and Technical Requirements document that will be used to conduct the Needs Assessment. This document is also designed to be used in an RFP and in the subsequent evaluation of vendor proposals if it is determined by the City to select new integrated financial software. SoftResources will perform the following:

- a. **Key Requirements Definition.** Using the notes gathered during the Interview Workshops, review of City documentation, and our experience, SoftResources will identify and prioritize the City's key requirements in table format for technology, modules/functionality, implementation, business processes, and business needs. This Key Functional and Technical Requirements Document is purposefully kept to 5-10 pages to optimize the decision process. Requirements will be ranked: R-Required, I-Important, N-Nice to Have, or E-Explore.

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- b. **Finalize Key Requirements.** SoftResources will send the Key Functional and Technical Requirements document via email and conference call for feedback from the City. City input will be added to the document and the City will give final approval. This document will be used to conduct the Needs Assessment. Additionally it can be inserted into a subsequent RFP and used to evaluate vendor options for best fit to the City.

Deliverable: Key Functional and Technical Requirements Document

Task 3 Needs Assessment and Report

Estimate Timeline: 3-4 weeks

3.1. Current System Analysis

SoftResources will conduct analysis of the City's existing Finance System as follows:

- a. **Review Current Systems and Platforms.** Conduct a high-level analysis of the City's existing financial solution (Harris Select). This will include high-level functional analysis, an assessment of vendor viability and momentum, and estimated cost for the next 5-10 years.
- b. **Review of Integration/Interface Environment.** SoftResources will review the City's existing hardware/software infrastructure and develop a system map of the systems in place that need to integrate/interface to the finance system.

3.2. Alternative Options Analysis

SoftResources will conduct analysis of the possibility of implementing new financial software vs. upgrading with the current vendor along with estimated costs to select and implement these alternatives. A strong component of this analysis will be a solution that will not require extensive customization to fit the City's needs. SoftResources will perform the following:

- a. **Harris Products Alternative.** Harris offers a variety of software solutions that operate independently of each other. We will hold discussions with Harris to identify potential Harris ERP solutions to determine if a different Harris solution may be viable for the City.
- b. **Select New Software Alternative.** Based on our experience conducting financial and ERP evaluation projects and using our contacts at various government focused ERP vendors, we will gather high-level information regarding the possible functional match to the City and gather cost estimates for approximately 3 government focused solutions currently used by other similarly sized municipalities.
- c. **ERP Software Market in California.** SoftResources will use our resources and experience conducting software evaluations with many other municipalities in California to include an overview of the ERP software market for similar cities to Newark in California.

3.3. Needs Assessment Report

SoftResources will compile the results of the assessment analysis into a written Needs Assessment Report and present the report to the City as follows:

- a. **Prepare Needs Assessment Report.** SoftResources will compile the results of the assessment analysis into a written Needs Assessment Report (20-30 pages) that will include the following (this may be adjusted based upon discussions with the City and the results of the research):
 - ✓ Executive Summary
 - ✓ Key Requirements Document
 - ✓ Current ERP System Assessment
 - ✓ ERP Alternatives Analysis – Upgrade, Other Harris Solution, Other Vendor Solution
 - ✓ ERP Alternatives Analysis - High-Level Cost
 - ✓ Discussion of ERP Vendor Market for Similar Cities in California
 - ✓ Recommendations
 - ✓ Conclusion and Plan of Action
- b. **Prepare Assessment Presentation.** Prepare a PowerPoint presentation highlighting our findings and present on-site in Newark and answer any questions the City may have regarding the analysis, assumptions, recommendations and plan of action.

**Deliverables: Needs Assessment Report
Assessment Presentation**

PHASE 2(A) – Software Request for Proposal

If the recommendation is to move forward with system replacement and the City elects to do so, SoftResources will assist the City through the procurement process. SoftResources has outlined the following tasks for Phase 2 (A):

Task 4 (A) RFP Process

Estimated Timeline: 3-4 weeks + 4 weeks for RFP solicitation

SoftResources will work with the City to develop an RFP for software that represents the City's business needs.

4.1. (A) Prepare RFP for ERP Software

SoftResources will prepare an RFP for Integrated Financial Information System. Specifically, SoftResources will do the following:

- a. **Key Requirements Review.** SoftResources will work with the City to review the Key Functional and Technical Requirements document and make necessary adjustments based on additional insights gained through the Needs Assessment. This document is designed from the onset to be incorporated into an RFP.

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- b. **Prepare RFP Draft.** Based on the City's requirements and beginning with our forms-based RFP template we will prepare the RFP draft. We will work with the City to incorporate its purchasing requirements and include the Key Functional and Technical Requirements document. The RFP is organized to allow for consistent and effective evaluation of vendor responses. Information requested includes; vendor information; cost for software, maintenance, implementation, and training; implementation methodology and team; vendor references; and other information pertinent to the software evaluation process.
 - c. **City Review of RFP Draft.** Deliver the draft RFP via email and teleconference for review and feedback from the City. SoftResources will edit with City feedback and return the RFP to the City for final approval.
 - d. **Create Vendor Long List.** Create the Vendor Long List of potential financial/ERP vendors using the City's key requirements and our experience. The purpose of the Vendor Long List is to foster vendor participation while mitigating the risk that the right vendor doesn't respond. All vendors on the list will be notified of the City's RFP (this is in addition to the City's standard practice of advertising RFPs).

**Deliverables: RFP for Software
Vendor Long List**

4.2. (A) RFP Management

SoftResources will work with the City to augment a successful RFP process as follows:

- a. **RFP Management.** The City will issue the RFP according to its purchasing requirements. SoftResources will work with the City to prepare for and assist with the facilitation of a pre-bidders' conference. We will offer guidance in providing a standard methodology for question and answer addenda (the City will answer vendor questions as they are in the best position to respond), and act as a liaison between the City and the vendors throughout the RFP solicitation. We recommend the City allow the vendors 4 weeks to respond.

Task 5 (A) Vendor Selection

Estimated Timeline: 16-18 weeks

During the software selection process the vendors will be evaluated to determine best fit using the City's key requirements, software demos, and due diligence activities. Based on the data collected, the City will make the final decision.

5.1. (A) Proposal Review and Vendor Evaluation

The City will receive the vendor proposals and forward copies to SoftResources. SoftResources will use the RFP specifications, the City's key requirements and vendor research to evaluate vendor responses and recommend a Short List of approximately three most viable solutions. SoftResources' experience in evaluating vendor fit to the City's requirements is invaluable during this phase. City staff is welcome to participate in

these vendor calls and discussions. Specifically, SoftResources will perform the following:

- a. **Initial Review of Vendor Proposals.** SoftResources will conduct an initial review of all received vendor proposals and eliminate vendors that do not meet the high-level RFP specifications and requirements. Key components of the initial review include:

- ✓ RFP Compliance
- ✓ Vendor Experience with Similar Organizations
- ✓ Cost Estimates for Software, Implementation, Training, etc.
- ✓ Implementation Team
- ✓ City-specific Requirements

- b. **Detailed Vendor Research.** SoftResources will conduct detailed research with the remaining vendors to evaluate their fit to the City's key functional and technical requirements in order to recommend a Short List of approximately three solutions. City personnel are welcome to participate in all vendor discussions.

Detailed vendor research includes conducting phone discussions with the vendor development and technical personnel to validate and clarify the information provided by the vendors in their proposals and in the Key Functional and Technical Requirements document. Cost and implementation assumptions are also evaluated. Notes from these calls are captured in table format about the strengths and weaknesses. These discussions mitigate the risk of inaccurate assumptions about the requirements and the vendors' yes answers, and add insight to the vendor's software, culture and longevity.

- c. **Short List Vendor Comparison Chart.** SoftResources will build the Short List Vendor Comparison Chart outlining in table format the strengths/weaknesses, and fit/gap analysis, technology, and costs of approximately three short listed vendors in a side-by-side comparison to the City's key functional and technical requirements. Additional data gleaned through direct vendor discussions is also noted in the chart.

- d. **Short List Recommendation Report.** Prepare the Short List Recommendation Report that provides vendor contact information, infographics, recommendations, and next steps. It will familiarize the City with the short listed vendors, explain why other vendors were eliminated, and help prepare for the next phase of evaluation – software demos. The Short List Recommendation Report will be sent to the City via email in preparation for the Short List Presentation and will include the following information:

- ✓ Short List Vendor Comparison Chart (vendor response analysis of key functional and technology requirements of the short listed recommended vendors)
- ✓ 5-Year Cost Estimate (software license, maintenance, hosting, implementation, training, etc.)
- ✓ Infographics (graphical representations of how the software products compared)
- ✓ Key strengths and weaknesses of the short listed vendors
- ✓ Next steps in the selection process

- e. **Short List Recommendation Presentation.** SoftResources will prepare an executive-level PowerPoint presentation outlining the results of the vendor research. It will include our vendor analysis and findings, key areas to evaluate with the short

listed vendors, recommendations and next steps. We will present to the City via conference call. The City will make the final decision of the vendors that will be included on the Short List.

**Deliverable: Short List Recommendation Report
Short List Presentation**

5.2. (A) Software Demo Script

The City will continue to evaluate the short listed vendors through live demonstrations (demos). SoftResources will develop the Demo Script and Request for Demo Letter as follows:

- a. **Customized Demo Script.** Using the analysis gathered through vendor evaluation and the City's key requirements, SoftResources will develop a draft Demo script customized to the City's needs. The Script will be delivered via email and teleconference to the City. The Demo Script requires the vendors to show: 1) how key City requirements will be handled, 2) the City's functional footprint, 3) specific data gathered through on-site interviews and direct vendor discussions that needs further investigation, and 4) one or two city-specific business case scenarios of unique business processes (SoftResources will advise the City through the writing of these). The City will approve and finalize the Demo Script.
- b. **Request for Demo (RFD) Letter.** Customize our RFD Letter template to reflect the City's situation and requirements including information about whom to contact at the City, expectations for the demos, and instructions to the short list vendors for how to properly prepare for the live demonstrations. The RFD Letter will be delivered to the City via email. The City will issue the RFD Letter and Demo Script to the short listed vendors.

**Deliverables: Demo Script
RFD Letter**

5.3. (A) Demo Facilitation

SoftResources will facilitate the Demo process as follows:

- a. **Schedule On-Site Vendor Demos.** Based on the City's functional footprint (noted in above table) we anticipate three 2-day vendor demos plus a Demo Wrap Up Meeting the day following the final demo. However, the number of demo days may be changed based on further discussion with the City. Additional demo days will require a change order and result in additional fees and expenses. We recommend that the City schedule the live demonstrations as close together as possible for best comparative analysis.
- b. **Conduct Pre-Demo Meetings.** Work with the City to set up and conduct Pre-demo Meetings with each short listed vendor. This can be done via teleconference or on-site in City offices. The pre-demo meetings provide each short listed vendor with information about the City and answers questions the vendors may have regarding the

City's project or the Demo Script. SoftResources will participate and facilitate the Pre-Demo Meetings via teleconference.

- c. **Facilitate On-Site Demos.** SoftResources will attend and facilitate the on-site demos in Newark. We will provide an orientation of the demo process to all attendees. As noted, the length of the software demos will depend on the number of modules included in the scope. At this time we estimate three, 2-day demos. For best analysis we recommend that the demos be scheduled as close together as possible. We will collect demo feedback from City attendees and provide demo analysis as follows:
 - **Demo Feedback.** SoftResources will provide Demo Feedback documents to all attendees who will keep notes and rate the demos. All Demo Feedback documents will be collected by SoftResources at the conclusion of each demo. At the end of each demo day SoftResources will conduct a brief wrap-up with the City's Project Team to address unanswered questions and discuss the next-day schedule.
 - **Demo Feedback Analysis.** SoftResources will compile feedback collected from the attendees' Demo Feedback documents and present it at the Demo Wrap Up Meeting.
- d. **Facilitate Demo Wrap Up Meeting.** On the day following the final software demo SoftResources will facilitate an on-site Demo Wrap Up Meeting with the City. The purpose of this meeting is to determine the top two finalist vendors. We will discuss the Demo Feedback Analysis and facilitate discussion for the City to rank the vendors with the purpose to eliminate the lowest ranked vendor(s). We will answer questions, note follow up items and outline next steps.

**Deliverables: On-Site Demo Facilitation
Demo Wrap Up Analysis**

5.4. (A) Final Decision

Ideally, the City will have identified two finalist vendors to perform due diligence with and make the final decision. SoftResources will continue to manage vendor communications and provide guidance through the final decision. Specifically, SoftResources will perform the following:

- a. **Final Decision Support.** Provide tools and templates, assist through the review of data collected throughout the vendor evaluation process, and advise the City through the final decision process via teleconference. The City will make the final decision.
- b. **Vendor Management.** SoftResources will continue to manage vendor communications and questions and do follow up work.
- c. **Due Diligence Demos.** As needed, assist the City with Due Diligence Demos with the top two finalists to gather details around key areas of functionality that may have been difficult to fully evaluate during the initial on-site demos. Due Diligence Demos are typically handled through a web-demo process. SoftResources' direct participation with the demos (either by teleconference or on location) is optional and billed on a time and materials basis.

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- d. **Vendor Reference Checks.** Advise the City through vendor reference checks, and provide our Reference Check template that includes directions and pertinent questions to structure and maximize the reference checks. Vendor reference checks are very important as they allow the City to see how other organizations are using the considered software to improve business processes. SoftResources' direct participation with the user visits (either by teleconference or on location) is optional and billed on a time and material basis.

**Deliverables: Reference Check Templates
Final Decision Tools and Templates**

Task 6(A) – Contract Negotiation

Estimated Timeline: 3-4 weeks from final decision approval

SoftResources philosophy is to negotiate a contract that is a win-win for both sides and to promote a strong working relationship moving forward. SoftResources is not a law firm and the contract will need final legal review. However, we frequently work with our client's legal counsel and offer valuable insight into software specific contracts throughout the negotiations process.

6.1. (A) Contract Review and Negotiation

SoftResources will act in an advisory role to assist the City through the contract negotiation process. Depending on the type of software selected, the City may have three contracts to negotiate 1) Software License, 2) Software Maintenance, and 3) Implementation Services. If a hosted or Cloud vendor is selected, a Service Level Agreement (SLA) will be negotiated. We strongly recommend that the Statement of Work also be agreed upon prior to signing the software contracts. Specifically, SoftResources will perform the following:

- a. **Negotiation Strategy Discussion.** Prepare the City for the software contract negotiation process by leading a conference call with the City and its legal counsel to strategize the negotiation process for the software license, maintenance, and implementation services contracts or SLA.
- b. **Software Contract Review and Discussion.** SoftResources will review the final selected vendor's software license, maintenance and implementation services contracts (or SLA) and hold a teleconference call with the City to discuss points of concern and opportunities such as pricing issues and contract clauses and protections that should be negotiated in the contract to protect the City once the contracts are signed.
- c. **Written Software Contract Review Document and Management.** In addition to the review above, SoftResources will develop and manage a Software Contract Review Document in table format of key clauses that need to be negotiated, removed, changed and/or inserted into the contract. The Contract Review document will be emailed and we will work with the City and legal counsel via teleconference to discuss and manage the recommended actions.

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- d. **Statement of Work (SOW) Review.** Assist the City with negotiating the vendor's SOW prior to signing the software contract. SoftResources will review the SOW and deliverables proposed by the software vendor and provide verbal and/or written recommendations.
 - e. **Assist City with Direct Negotiations.** Work with the City and its legal counsel with negotiating a fair and equitable contract with the finalist vendor.

**Deliverable: Written Software Contract Review Document
Written SOW Recommendations**

PILASE 2(B) – Procurement from Current Vendor

If the recommendation is to move forward with the current vendor, SoftResources will assist the City through the software review and contract process. SoftResources has outlined the following tasks for Phase 2 (B):

Task 4(B) – Harris Analysis

Estimated Timeline: 3-4 weeks

SoftResources will work with the City to review Harris functionality using the City's key requirements, conduct software demos and due diligence to confirm functional fit, and assist the City with negotiation of the software contract.

4.1. (B) Harris Requirements Evaluation

The City will provide the Key Functional and Technical Requirements document to Harris for review and response. Harris will respond with a proposal and SoftResources will work with the City to review the proposal and conduct a phone conversation to discuss the City's Key Requirements in order to identify fit/gap to the City's requirements. We will then provide a high-level report to the City for key things to consider during the upgrade process. Specifically, SoftResources will perform the following:

- a. **Initial Review of Harris Proposal.** SoftResources will conduct an initial review of the Harris Proposal including the following.
 - ✓ Cost Estimates for Software, Implementation, Training, etc.
 - ✓ Implementation Team
 - ✓ City-specific Requirements
- b. **Harris Proposal Review.** SoftResources will conduct a conference call with Harris key personnel to discuss the Harris proposal and validate and clarify the information provided by Harris in the proposal and in the Key Functional and Technical Requirements document. Cost and implementation assumptions are also evaluated. Notes from these calls are captured in table format about the strengths and weaknesses of the solution. These discussions mitigate the risk of inaccurate assumptions about the requirements and the vendors' yes answers, and add insight to

the vendor's software, culture and longevity. City personnel are welcome to participate in all vendor discussions.

- c. **Harris Fit/Gap Comparison Chart.** SoftResources will build the Harris Fit/Gap Comparison Chart outlining in table format the strengths/weaknesses, and fit/gap analysis, technology, and costs of the Harris solution as compared to the City's key functional and technical requirements. Additional data gleaned through direct vendor discussions is also noted in the chart.
- d. **Harris Evaluation Report.** Prepare the Harris Evaluation Report that provides discussion regarding the Harris' solution fit/gap to the City's key requirements, key considerations, and next steps. The Harris Evaluation Report will include the following information:
 - ✓ Harris Fit/Gap Comparison Chart (vendor response analysis of key functional and technology requirements)
 - ✓ 5-Year Cost Estimate (software license, maintenance, hosting, implementation, training, etc.)
 - ✓ Key strengths and weaknesses of Harris
 - ✓ Next steps in the evaluation process
- e. **Harris Evaluation Presentation.** SoftResources will prepare an executive-level PowerPoint presentation outlining the results of the Harris analysis. We will present to the City via conference call.

**Deliverable: Harris Evaluation Report
Harris Evaluation Presentation**

4.2. (B) Software Demo Script

The City will conduct a live demonstration (demo) with Harris to review the software, validate the decision to move forward with Harris, and identify any key issues that will need to be resolved during the implementation. SoftResources will develop the Demo Script and Request for Demo Letter as follows:

- c. **Customized Demo Script.** Using the analysis gathered through the Harris evaluation and the City's key requirements, SoftResources will develop a draft Demo script customized to the City's needs. The Script will be delivered via email and teleconference to the City. The Demo Script requires Harris to show: 1) how key City requirements will be handled, 2) the City's functional footprint, 3) specific data gathered through on-site interviews and direct vendor discussions that needs further investigation, and 4) one or two city-specific business case scenarios of unique business processes (SoftResources will advise the City through the writing of these). The City will approve and finalize the Demo Script.
- d. **Request for Demo (RFD) Letter.** Customize our RFD Letter template to reflect the City's situation and requirements including information about whom to contact at the City, expectations for the demo, and instructions to Harris for how to properly prepare for the live demonstration. The RFD Letter will be delivered to the City via email. The City will issue the RFD Letter and Demo Script to Harris.

**Deliverables: Demo Script
RFD Letter**

4.3. (B) Demo Facilitation

SoftResources will facilitate the Demo process as follows:

- e. **Schedule On-Site Harris Demo.** Based on the City's functional footprint (noted in above table) we anticipate a 2-day Harris demo plus a Demo Wrap Up Meeting the day following the final demo. However, the number of demo days may be changed based on further discussion with the City. Additional demo days will require a change order and result in additional fees and expenses.
- f. **Conduct Pre-Demo Meeting.** Work with the City to set up and conduct a Pre-demo Meeting with Harris. This can be done via teleconference or on-site in City offices. The pre-demo meeting allows Harris to ask any questions regarding the City's project or the Demo Script. SoftResources will participate and facilitate the Pre-Demo Meeting via teleconference.
- g. **Facilitate On-Site Demo.** SoftResources will attend and facilitate the on-site demo in Newark. We will provide an orientation of the demo process to all attendees. As noted, the length of the software demos will depend on the number of modules included in the scope. At this time we estimate a 2-day demo. We will collect demo feedback from City attendees and provide demo analysis as follows:
 - **Demo Feedback.** SoftResources will provide Demo Feedback documents to all attendees who will keep notes. Demo Feedback documents will be collected by SoftResources at the conclusion of the demo.
 - **Demo Feedback Analysis.** SoftResources will compile feedback collected from the attendees' Demo Feedback documents and present it at the Demo Wrap Up Meeting.
- h. **Facilitate Demo Wrap Up Meeting.** On the day following the software demo, SoftResources will facilitate an on-site Demo Wrap Up Meeting with the City. The purpose of this meeting will be to identify fit/gap and considerations for the implementation. We will note follow up items and outline next steps.

**Deliverables: On-Site Demo Facilitation
Demo Wrap Up Analysis**

4.4. (B) Final Due Diligence

The City will conduct final due diligence including reference checks and any additional demos for clarification. SoftResources will continue to manage vendor communications and provide guidance through the final due diligence process. Specifically, SoftResources will perform the following:

- a. **Due Diligence Support.** Provide tools and templates, assist through the review of data collected throughout the due diligence process via teleconference.

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- b. **Vendor Management.** SoftResources will continue to manage vendor communications and questions and do follow up work.
 - c. **Due Diligence Demos.** As needed, assist the City with Due Diligence Demos to gather details around key areas of functionality that may have been difficult to fully evaluate during the initial on-site demos. Due Diligence Demos are typically handled through a web-demo process. SoftResources' direct participation with the demos (either by teleconference or on location) is optional and billed on a time and materials basis.
 - d. **Harris Reference Checks.** Advise the City through vendor reference checks, and provide our Reference Check template that includes directions and pertinent questions to structure and maximize the reference checks. Vendor reference checks are very important as they allow the City to see how other organizations are using and implemented Harris software to improve business processes. SoftResources' direct participation with the user visits (either by teleconference or on location) is optional and billed on a time and material basis.

**Deliverables: Reference Check Templates
Due Diligence Tools and Templates**

Task 5(B) Contract Negotiation

Estimated Timeline: 3-4 weeks from final decision approval

SoftResources philosophy is to negotiate a contract that is a win-win for both sides and to promote a strong working relationship moving forward. SoftResources is not a law firm and the contract will need final legal review. However, we frequently work with our client's legal counsel and offer valuable insight into software specific contracts throughout the negotiations process.

5.1. (B) Contract Review and Negotiation

SoftResources will act in an advisory role to assist the City through the contract negotiation process. Depending on the software implementation approach, the City may have three contracts to negotiate 1) Software License, 2) Software Maintenance, and 3) Implementation Services. If a hosted or Cloud implementation approach is selected, a Service Level Agreement (SLA) will be negotiated. We strongly recommend that the Statement of Work also be agreed upon prior to signing the software contracts. Specifically, SoftResources will perform the following:

- a. **Negotiation Strategy Discussion.** Prepare the City for the software contract negotiation process by leading a conference call with the City and its legal counsel to strategize the negotiation process for the software license, maintenance, and implementation services contracts or SLA.
- b. **Software Contract Review and Discussion.** SoftResources will review the Harris software license, maintenance and implementation services contracts (or SLA) and hold a teleconference call with the City to discuss points of concern and opportunities

such as pricing issues and contract clauses and protections that should be negotiated in the contract to protect the City once the contracts are signed.

- c. **Written Software Contract Review Document and Management.** In addition to the review above, SoftResources will develop and manage a Software Contract Review Document in table format of key clauses that need to be negotiated, removed, changed and/or inserted into the contract. The Contract Review document will be emailed and we will work with the City and legal counsel via teleconference to discuss and manage the recommended actions.
- d. **Statement of Work (SOW) Review.** Assist the City with negotiating Harris' SOW prior to signing the software contract. SoftResources will review the SOW and deliverables proposed by Harris and provide verbal and/or written recommendations.
- e. **Assist City with Direct Negotiations.** Work with the City and its legal counsel with negotiating a fair and equitable contract with Harris.

**Deliverable: Written Software Contract Review Document
Written SOW Recommendations**

PHASE 3 – Project Management and Implementation

SoftResources will work on behalf of the City (not the vendor) during the implementation to resolve issues and assist with managing the project. The scope of work for implementation will be determined after the selection of the software solution is completed. Pricing has not been provided in this proposal.

The role of the SoftResources Project Manager (PM) typically requires approximately 20-50% of a full time equivalent (FTE) staff person over the life of the implementation project. This estimate assumes that some weeks the PM will consume 100% of an FTE while other weeks little or no assistance will be required. In addition, we anticipate some of the services will require the PM to be on-site at the City offices while other services may be provided in a remote fashion via teleconference or email communications. Depending on the level of service we anticipate a 2 year implementation for the modules outlined in this proposal with a range of cost from \$135,000 at 20% of FTE up to \$336,000 for 50% of FTE (this does not include travel expenses). SoftResources' hourly rate for Implementation Project Management services is \$175/hour.

Implementation Support Services Options

Implementation success is dependent on many factors including the City's Project Team, the software solution selected, and the vendor implementation team. SoftResources will work to mitigate implementation risk by advising the City through the process, monitoring project progress, augmenting City resources, and working with the software vendor to facilitate project progression. SoftResources may provide any or all of the following implementation services:

- a. **Project Plan.** Review the Project Plan and Timeline that is put together by the selected implementation vendor. The implementation plan will include a kickoff

meeting and define tasks, assign responsibility, milestones, and deliverables. We will work with the City's core Project Team and implementation vendor to make modifications to the plan as necessary.

- b. **Quality Control Plan.** Work with the City Project Team and implementation partner to develop a Quality Control Plan for the project. We will work with the implementation group to set up scheduled tests at various stages of the project.
- c. **Project Management.** Maintain the overall timeline and plan for the life of the project in conjunction with the Vendor and make periodic Project Progress Reports. This will include communication with City internal staff so they understand assignments, as well as associated due dates and deliverables through clear and effective communication.
- d. **Data Conversion.** Assist with the development of a high level Data Conversion Plan, review of technical specifications for conversion and mapping of data. Execution of the Data Conversion Plan from identification of data to be converted, extraction of data from legacy systems, importing data to replacement applications and testing of converted data.
- e. **Testing.** Development of a high level Testing Plan for all stages of the vendor's implementation methodology, development of test scripts, participation in application testing, documentation of testing results and identification of configuration adjustments required.
- f. **User Training.** Assist with the development and execution of a high level Training Plan. Typically includes identification of who needs to be trained, what they need to be trained on, who will provide the training, what training materials are required, who will develop the training materials and when the training will be delivered.
- g. **Project Close Out.** Common tasks included in this stage of a project may include:
 - Review of Project Plan to ensure all tasks are complete.
 - Assessment of implementation success based on defined goals and objectives.
 - Ensure Cutover Strategy has been developed and executed.
 - Participation in vendor hand-off from implementation services staff to support staff.

EXHIBIT B

PAYMENT

SoftResources has provided a fixed fee proposal for Phases 1 and Phase 2(A)/2(B) per the City's RFP. Expenses have been provided as a Not-to-Exceed amount and will be billed as incurred. SoftResources' hourly rates are as follows:

Personnel Level	Rate
Principal/Director	\$175/hour
Senior Consultant	\$150/hour

Phase 1 and Phase 2(A)/2(B) Costs

The following table offers a summary of the proposed fixed fees and not to exceed expenses for the Work Plan outlined above for Phase 1 and Phase 2(A)/2(B).

Phase	Description	Core Team Hours	Fees
1	Needs Assessment and Evaluation of Options		
	Task 1 - Project Set Up	27 Hours	\$4,575
	Task 2 - Requirements Analysis	98 Hours	\$15,750
	Task 3 - Needs Assessment	110 Hours	\$18,000
	Phase 1 - Total Fixed Fees		\$38,325
	Phase 1 - Not to Exceed Expenses		\$4,488
	Phase 1 - Totals	235 Hours	\$42,813

Phase	Description	Core Team Hours	Fees
2(A)	Software Request for Proposal		
	Task 4 - RFP Process	48 Hours	\$7,700
	Task 5 - Vendor Selection	204 Hours	\$33,700
	Task 6 - Contract Negotiation	40 Hours	\$7,000
	Phase 2(A) Total Fixed Fees		\$48,400
	Phase 2(A) - Not to Exceed Expenses		\$3,687
	Phase 2(A) Totals	292 Hours	\$52,087

Phase	Description	Core Team Hours	Fees
2(B)	Procurement from Current Vendor		
	Task 4 - Harris Analysis	120 Hours	\$19,600
	Task 5 - Contract Negotiation	40 Hours	\$7,000
	Phase 2(A) - Total Fixed Fees		\$26,600
	Phase 2(A) - Not to Exceed Expenses		\$1,623
	Phase 2(A) - Totals	160 Hours	\$28,223

Detailed Hour and Fee Estimate for Integrated Finance System Project

Work Performed by Phase	Project Manager	Project Consultants	Total Hours	Estimated Fees	Percentage
Phase 1 - Needs Assessment and Evaluation of Options					
Task 1 - Project Set Up					
1.1. Project Planning	6	6	12	\$1,950	5%
1.2. Project Management	15	0	15	2,625	8%
Total Hours	21	6	27	\$4,575	13%
Task 2 - Requirements Analysis					
2.1. Pre-Interview Preparation	6	8	14	\$2,280	6%
2.2. On-site Interview Workshops	24	24	48	\$7,920	20%
2.3. Key Requirements Document	12	21	33	5,700	15%
Total Hours	42	53	95	\$15,700	42%
Task 3 - Needs Assessment					
3.1. Current System Analysis	16	16	32	\$5,200	14%
3.2. Alternative Options Analysis	20	22	42	\$6,900	18%
3.3. Needs Assessment Report	24	12	36	\$6,000	15%
Total Hours	60	50	110	\$18,100	47%
Total Fixed Fees	123	112	235	\$38,375	
Total Estimated Expenses				4,488	
Total Fixed Fees and Expenses				\$42,863	
Phase 2(A) - Software Request for Proposal					
Task 4 (A) - RFP Process					
4.1. Prepare RFP for ERP Software	10	18	28	4,480	10%
4.2. RFP Management	10	10	20	3,200	7%
Total Hours	20	28	48	\$7,680	16%
Task 5(A) - Vendor Selection					
5.1. Proposal Review and Vendor Evaluation	40	44	84	\$13,640	29%
5.2. Software Demo Script	10	20	30	\$4,780	10%
5.3. Demo Facilitation	50	0	50	\$10,000	21%
5.4. Final Decision	12	14	26	4,500	10%
Total Hours	112	80	192	\$32,920	70%
Task 6(A) - Contract Negotiation					
6.1. Contract Review and Negotiation	10	0	10	\$1,600	4%
Total Hours	40	0	40	\$7,000	14%
Total Fixed Fees	174	108	282	\$48,400	
Total Estimated Expenses				3,687	
Total Fixed Fees and Expenses				\$52,087	
Phase 2(B) - Procurement from Current Vendor					
Task 4(B) - Needs Analysis					
4.1. Needs Requirements Analysis	12	20	32	\$5,100	9%
4.2. Software Demo Script	10	20	30	\$4,780	9%
4.3. Demo Facilitation	30	0	30	\$6,200	12%
4.4. Final User Acceptance	17	16	33	4,200	8%
Total Hours	69	56	125	\$20,600	37%
Task 5(B) - Contract Negotiation					
5.1. Contract Review and Negotiation	40	0	40	\$7,000	12%
Total Hours	40	0	40	\$7,000	12%
Total Fixed Fees	101	56	157	\$26,600	
Total Estimated Expenses				1,621	
Total Fixed Fees and Expenses				\$28,221	
Estimated Expenses for Co-site Trips					
On-site Interview Workshops (5 days)					
Roundtrip Airfare \$300 x 2 persons x 1 trip				\$600	
Car Rental \$100/day x 2 days				200	
Parking \$30/day x 4 days x 2 persons				240	
Per Diem \$61/day x 3 days x 2 persons				366	
Hotel \$250/night x 1 night x 2 persons				1,500	
				\$3,006	
Needs Assessment Report					
Roundtrip Airfare \$300 x 2 persons x 1 trip				\$600	
Car Rental \$100/day x 2 days				200	
Parking \$30/day x 1 day x 2 persons				60	
Per Diem \$61/day x 1 day x 2 persons				122	
Hotel \$250/night x 1 night x 2 persons				500	
				\$1,482	
Phase 2(A) Software Demos (includes 1 1-day demo + Wrap Up)					
Roundtrip Airfare \$300 x 2 trips x 1 person				\$600	
Car Rental \$100/day x 2 days				200	
Parking \$30/day x 7 days x 1 person				210	
Per Diem \$61/day x 7 days x 1 person				427	
Hotel \$250/night x 7 nights x 1 person				1,750	
				\$3,687	
Phase 2(B) Software Demos (includes 1 2 day demo + Wrap Up)					
Roundtrip Airfare \$300 x 1 trip x 1 person				\$300	
Car Rental \$100/day x 1 day				100	
Parking \$30/day x 3 days x 1 person				90	
Per Diem \$61/day x 3 days x 1 person				183	
Hotel \$250/night x 1 night x 1 person				250	
				\$1,023	

EXHIBIT C



Qualifications

Integrated Financial Information System Consultant



City of Newark, California

Submitted by SoftResources LLC

Contact: Spencer Arnesen, CPA, Principal
11411 NE 124th Street, Suite 270
Kirkland, WA 98034-4341
425-216-4030 sarnesen@softresources.com



SoftResources LLC
11411 NE 124th Street, Suite 270
Kirkland, WA 98034-4341
425-216-4030 www.softresources.com

March 26, 2015

Susie Woodstock, Administrative Services Director
City of Newark
37101 Newark Blvd.
Newark, CA 94560

Dear Ms. Woodstock:

SoftResources LLC is pleased to present this proposal to the City of Newark, California (City) Request for Proposal (RFP) for Integrated Financial Information System Consultant. The City's project is an excellent fit for our unbiased software selection consulting services.

SoftResources has demonstrated over the last 19 years in business that we are reputable and experienced in ERP software assessment and selection for municipal clients similar to the City. We are independent of software vendors, implementers, and developers and do not receive compensation from software vendors for our recommendations. We have the experience and expertise to assist the City with its evaluation of the benefits and costs associated with the acquisition and implementation of an integrated Financial Information System.

SoftResources' consulting team has completed numerous ERP software assessment and selection projects for municipal and other government sector clients. We have current knowledge of ERP applications and vendors focused on the government sector. We will not be using any subcontractors or business partners for this engagement.

SoftResources is an active participant in the CSMFO and GFOA Annual Conferences. This allows us to maintain contact with our clients around the country and in California and to listen to the latest issues and concerns facing public agencies.

Spencer Arnesen, Principal, has the authority to execute contracts on behalf of SoftResources and is the main contact for this proposal. This proposal shall remain in effect for a period of 120 days from the due date of March 26, 2015.

Sincerely,

Spencer Arnesen, CPA, Principal
SoftResources LLC

1. Company Profile

SoftResources LLC is a software evaluation consulting firm dedicated to helping government, nonprofit and commercial organizations throughout North America make knowledgeable decisions about business software. SoftResources has assisted over 95 government sector clients with over 160 software evaluation projects many of which were for financial and enterprise resource planning (ERP) software throughout North America. Our success is driven by our consultants who are committed to providing quality services to every client by acting responsibly, executing with excellence and applying innovation to research.

Doing Business As: SoftResources LLC

Business Type: Privately held Limited Liability Company

Primary Line of Business: Software Consulting

Number of Years in Business: Founded in October 1995; 19 years in business

Location: 11411 NE 124th Street, Suite 270, Kirkland, WA 98034

Management

Headquartered in Kirkland, Washington, SoftResources is a limited liability company co-owned and managed by two of its original founders Elaine Watson, CPA, Principal and Spencer Arnesen, CPA, Principal. Elaine manages SoftResources' selection and implementation practices and Spencer manages sales and marketing strategies.

Services

SoftResources' specialty is providing software consulting to support organizations through software evaluation projects using a proven focused methodology pioneered by its owners. We present facts and data to support knowledgeable decisions about software strategies and decisions by focusing on each client's unique needs. Our core services include:

- **Software Assessment**
- **Software Selection**
- **Implementation Partner Selection**
- **Contract Review and Negotiation**
- **Implementation Support Services**

History

SoftResources began performing software evaluation and selection services in 1993 as a practice within KPMG that focused solely on unbiased software selection services. In 1995, after reorganizations at KPMG, the group split off and independently founded SoftResources in order to continue to provide objective software evaluation services to its customers. We approach every project with a commitment to understand your environment, processes and users in order to provide you with the most relevant data available to support your software decisions.

2. SoftResources Team

SoftResources will assign a Core Team of dedicated staff for the City's project. Specifically the project will be staffed with one Principal/Director and one Manager who will remain for the life of the City's project.

The Principal/Director will be the Project Manager and the main point of contact throughout the project. The Core Team will maintain a working knowledge of the City's project and manage all project activities and deliverables through completion. The core team approach enables our consultants to maintain a high level of knowledge and continuity of the City's project. The main responsibilities of the Core Team members are as follows:

Core Team	Primary Duties
Principal /Director	<ul style="list-style-type: none"> • Key Liaison • Direct interface with the City's Project Manager and Team members • Manages the scope of work to ensure conformance to contract • Ensures we meet performance expectations and mitigates concerns and questions • Oversees the project schedule, manages timeline, and leads the project kick-off with the City's Project Team • Tracks progress and reports on project status • Directs and coordinates SoftResources' Core Team activities including assigning tasks to be completed and production of deliverables for the successful completion of the City's project • Participates in requirements interviews • Presents deliverables to the City • Leverages experience working with similar government entities • Applies SoftResources' proven software selection methodology to help the City realize its goal for benefits gained from modern technology
Manager	<ul style="list-style-type: none"> • Works as a member of the Core Team to assist with scheduling the project and requirements interviews • Participates in requirements interviews • Works directly with the City's Project Team to coordinate activities • Conducts analysis, develops findings and recommendations • Compiles findings and develops project deliverables • Maintains and organizes documents and deliverables for the project • Presents findings to the City • Leverages experience working with similar government entities • Applies SoftResources' proven software selection methodology to help the City realize its goals for benefits gained from modern technology

Professional Profiles. The City's project will be staffed from the the following Professional Profiles. The combined team will be experienced in financial/ERP selection and in working with municipal clients similarly sized to the City. The specific Core Team will be assigned upon notice of award and scheduling of the project. The City may request specific staff and requests will be accommodated where possible.

Elaine Watson, CPA

Principal – Consulting Practice

Experience and Qualifications

- Co-founder and Principal of SoftResources directly responsible for the software selection and implementation practices at SoftResources.
- 20 years managing software evaluation and selection projects providing software/technology assessment, requirements analysis, RFP creation, software selection, implementation partner selection, and implementation project management.
- Provides consulting services for government, nonprofit and commercial sector clients.
- Expertise evaluating many types of business software such as enterprise resource planning, financial management, human resources, payroll, utility billing, permit/community development, enterprise asset management, project accounting, customer relationship management, and more.
- Implementation Project Management experience for the implementation of business software.
- Authored articles and white papers on the software assessment and selection process.
- Work experience prior to SoftResources includes work in the Strategic Services Consulting Group at KPMG Peat Marwick providing financial accounting management review, chart of accounts development, business re-organization management, and software selection.
- Masters of Business Administration, University of Puget Sound; Bachelor of Arts in Business Administration, University of Washington
- Certified Public Accountant, 1987; Washington Society of Certified Public Accountants; Project Management training



Examples of Client Projects

Client	Services
Moreno Valley, CA	ERP assessment, requirements gathering, RFP development and management, software selection, software demo facilitation, contract review
San Carlos, CA	ERP assessment, requirements gathering, RFP development and management, software selection, software demo facilitation, contract review
Burbank, CA	Oracle EBS Managed Services Assessment Project: requirements analysis, RFI development, analysis and assessment, Assessment report and presentation
Brentwood, CA	ERP assessment, requirements gathering, RFP development and management, software selection
Dublin, CA	ERP requirements gathering, RFP development and management, software selection, software demo facilitation, contract review
Pasadena, CA	Land Management and Permitting system requirements gathering, RFP development and management, software

Client	Services
	selection, software demo facilitation, contract review
Temecula, CA	Permitting, Business License and Code Enforcement process improvement review, requirements gathering, system assessment, RFP development and management, software selection, software demo facilitation, contract review, implementation Project Management
King County Housing Authority, WA	ERP assessment, requirements gathering, RFP development and management, software selection, software demo facilitation, contract review, implementation Project Management
Durham, NC	ERP assessment, requirements gathering, RFP development and management, software selection, contract review
Regional Municipality of Niagara, ON Canada	ERP requirements gathering, RFP development and management, software selection, contract review
Kitchener, ON Canada	HR/PR requirements gathering, system assessment
Washougal, WA	ERP assessment, requirements gathering, RFP development and management, software selection, software demo facilitation, contract review
Corner Brook, NL Canada	ERP assessment, requirements gathering, RFP development and management, software selection, software demo facilitation, contract review

Pamela Ettien

Manager – Consulting Practice



Experience and Qualifications

- Manager at SoftResources responsible for software and technology assessment, requirements analysis and definition, RFP creation, software selection, implementation partner selection, vendor research, information and document management, deliverables, implementation support, speeches/presentations, and special projects.
- 17 years' experience providing software evaluation consulting services for government, nonprofit and commercial sector clients.
- Expertise evaluating many types of business software including enterprise resource planning, financial management, human resources, payroll, utility billing, permit/community development, distribution, enterprise asset management/CMMS, customer relationship management, and more.
- Presenter at industry trade shows including CSMFO and WFOA government finance officer conferences on the software selection process and software vendors; co-authored articles on software selection.
- Work experience prior to SoftResources includes business experience in accounting, systems work, project management, and software consulting in the apparel, retail, government, and services industries.
- Associate Degree Accounting, Project Management training

Examples of Client Projects

Client	Services
Moreno Valley, CA	ERP assessment, requirements gathering, RFP development and management, software selection, software demo facilitation, contract review
San Carlos, CA	ERP assessment, requirements gathering, RFP development and management, software selection, software demo facilitation, contract review
Poulsbo, WA	ERP requirements gathering, RFP development and management, software selection, software demo facilitation, contract review
Brentwood, CA	ERP assessment, requirements gathering, RFP development and management, software selection
Dublin, CA	ERP requirements gathering, RFP development and management, software selection, software demo facilitation, contract review
San Mateo, CA	Permitting requirements gathering, RFP development and management, software selection, software demo facilitation
Durham, NC	ERP assessment, requirements gathering, RFP development and management, software selection, contract review

Client	Services
Pasadena, CA	Land Management and Permitting system requirements gathering, RFP development and management, software selection, software demo facilitation, contract review
Temecula, CA	Permitting, Business License and Code Enforcement process improvement review, requirements gathering, system assessment, RFP development and management, software selection, software demo facilitation, contract review, implementation Project Management
King County Housing Authority, WA	ERP assessment, requirements gathering, RFP development and management, software selection, software demo facilitation, contract review, implementation Project Management
Regional Municipality of Niagara, ON Canada	ERP requirements gathering, RFP development and management, software selection, contract review
Corner Brook, NL Canada	ERP assessment, requirements gathering, RFP development and management, software selection, software demo facilitation, contract review
Washougal, WA	ERP assessment, requirements gathering, RFP development and management, software selection, software demo facilitation, contract review

3. Project References and Experience

SoftResources has provided the following three (3) references; we invite the City to contact any of them to learn more about SoftResources as a partner and our approach and methodology.

Agency	City of Pasadena, California
Contact	Phillip Leclair, CIO 626-744-3784 pleclair@cityofpasadena.net
Date Completed	June 2012
SoftResources Team	ERP Project - Trisha Tubbs, Director; Cherish Cruz, Manager LMS Project – Elaine Watson, Principal; Pamela Ettien, Manager
Services Provided	<p>The City of Pasadena engaged SoftResources to assist in completing a needs assessment study of its ERP system. We were then engaged to provide ERP software selection services. Pasadena is a full service city with 2,139 employees serving 148,126 citizens. SoftResources was also engaged to provide Land Management and Permitting system selection.</p> <p><u>Scope of the ERP Software</u></p> <p>Budget, GL, Fund Accounting, Grants Management, Project Accounting/Job Costing, AP/Bank Reconciliation, AR/Invoicing, Cash Receipting/Cashiering, Fixed Assets, Requisitioning/Purchasing, Inventory Management, Licenses, Time Capture, Payroll, HR/Benefits Administration, Report Writer</p> <p><u>Summary of Services for ERP Project</u></p> <ul style="list-style-type: none"> • Project Planning – finalized scope of work and timeline, participated in project meetings, provided coaching and guidance for project team composition, set up lines of communication, periodic status reports, prepared project plan and managed timeline and deliverables to completion • Requirements definition – conducted analysis of the City’s ERP requirements through City documentation review, extensive on-site interviews with City Departments and Operating Companies • Developed the key requirements document (based on the City’s unique needs) using all information gathered from the ERP requirements analysis • Needs Assessment – assessed the City’s current technology environment including major systems and processes, determining the City’s IT needs and identifying strengths and limitations as they relate to the City’s requirements, made high level business process recommendations, gathered market analysis of functionality, technology and pricing data from a sample of key ERP software vendors for comparison • Needs Assessment Report – prepared and presented the Assessment Report that evaluated the advantages and disadvantages and cost estimates of two relevant options for addressing the City’s ERP needs: 1) Upgrade the existing ERP system; 2) Implement a new

	<p>ERP system and made recommendations for next steps. Offered ERP strategy, best practices and critical risks recommendations</p> <ul style="list-style-type: none"> • RFP – provided the requirements document and templates of RFPs. The City prepared and managed the RFP process and received all proposals • SoftResources was engaged to conduct ERP selection services including review of all vendor proposals, vendor research, software demo script, software demo facilitation, final decision coaching • Assisted with contract review and negotiations
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Agency	City of Burbank, California
Contact	Jennifer Wyatt, Information Technology Director 818-238-5091 jwyatt@burbankca.gov
Date Completed	April 2013 and July 2013
SoftResources Team	Spencer Amesen, Principal Elaine Watson, Principal Trisha Tubbs, Director
Services Provided	<p>The City of Burbank engaged SoftResources to 1) assess Managed Services support options for Oracle E-Business Suite ERP software and 2) conduct an ERP Tier 2 Option Assessment. Burbank serves a population of 104,092 with 1,400 employees.</p> <p><u>Summary of Services</u></p> <ul style="list-style-type: none"> • Conducted on-site interviews with relevant departments and staff to assess the City's current level of support for managed services • Conducted analysis surveying external agencies including cities/counties using Oracle EBS as well as other ERP products, ERP vendors, staffing professionals, and managed services providers • Prepared and delivered Managed Services Assessment Report • Conducted data gathering and analysis with the City to quantify all Oracle EBS modules, number of licensed users and license costs currently in place and those planned for the future • Developed lifecycle costs for the City's preferred Managed Services model for a 5-year period • Tier 2 ERP Option Assessment. • Targeted 5 ERP vendors and conducted research and evaluation based on the City's requirements • Provided 10-year lifecycle cost analysis • Prepared and presented Assessment Report

Agency	City of Vancouver, Washington
Contact	Patrick Gilbride, IT Director 360.487.7650 patrick.gilbride@cityofvancouver.us
Date Completed	December 2014
SoftResources Team	Trisha Tubbs, Director Cherish Cruz Manager
Services Provided	<p>Vancouver engaged SoftResources to conduct an assessment of its current ERP system to determine if they should continue with Oracle EBS vs. invest more in Oracle EBS to further automate processes and reduce expenses vs. purchase and implement new ERP software that is less costly to maintain but that can still meet the City's needs. Vancouver has a population 167,405 and employs approximately 1,300.</p> <p><u>Scope of the Software Needs:</u></p> <p>General Ledger, Accounts Payable, Fixed Assets, Fund Accounting, Bank Reconciliation, Purchasing, Encumbrance, Accounts Receivable, Payroll, Timekeeping, Budgeting, Invoicing, Human Resources/Benefits, Project Accounting, Treasury, Reporting/BI</p> <p><u>Summary of Services</u></p> <ul style="list-style-type: none"> • Project Management – project setup, project schedule and timeline management, status updates • Requirements Definition – conducted analysis to gather the City's key requirements through on-site interviews; developed key functional and technical requirements document • Needs Assessment -- conducted analysis of current Oracle EBS system for fit to the City's needs and looked at costing, conducted comparative analysis with 6 other ERP vendors, conducted 8-year total cost of ownership analysis • Report and Presentation – compiled research and developed written ERP Assessment Report; prepared PowerPoint presentation and presented our findings and recommendations.

Additional California Experience

Other California clients to further demonstrate our experience with California municipalities for software assessment and selection:

Client	Project and Services Highlights
Belmont	ERP Selection
Brentwood	ERP Selection
Brisbane	ERP Selection
Capitola	ERP Selection
Danville	Contract Negotiations for Final Selected ERP Software
Dublin	ERP Selection
Encinitas	ERP Software Selection
Mill Valley	ERP Selection
Morano Valley	ERP Software Selection
Roseville	ERP Requirements Assessment
San Carlos	ERP Selection
San Mateo	<ul style="list-style-type: none"> - HR/Payroll Selection - Community Development Assessment and Selection - Community Development Implementation Services - Cashiering Implementation Services
Temecula	Permitting Assessment, Selection, and Implementation

G.1 Claims of Moises Torres, Allstate Insurance Company, James McThorn, and Luis Torres – from Deputy City Clerk Slafter. (MOTION)

Background/Discussion – The City received the following four claims alleging damage to property as a result of a large City tree that fell on December 30, 2014. The names of the claimants, the requested amounts, and their respective date of submittals are as follows:

- Moises Torres in the amount of \$8,450, received on January 7, 2015;
- Allstate Insurance Company as subrogee of Augstin Borjon in the amount of \$78,551.78, received February 2, 2015;
- James McThorn in the amount of \$13,408.33, received on February 10, 2015; and
- Luis Torres in the amount of \$8,450, received March 10, 2015.

These claims total \$108,860.11.

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

Attachment – None

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

G.2 Claim of Leroy and Diane Higgins – from Deputy City Clerk Slafter. (MOTION)

Background/Discussion – On December 1, 2014, the City received a claim from Leroy and Diane Higgins in the amount of \$400 alleging damages when a large section of a City tree fell on their backyard fence.

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

Attachment – None

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

G.3 Claim of 21st Century Insurance – from Deputy City Clerk Slaffer. (MOTION)

Background/Discussion -- On February 9, 2015, 21st Century Insurance as subrogee of Edward Tyden submitted a claim for \$11,128 alleging damages when a City tree branch fell on his vehicle.

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

Attachment – None

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

G.4 Claim of Richard Brower – from Deputy City Clerk Slafter.

(MOTION)

Background/Discussion – On January 20, 2015, the City received a claim from Richard Brower in the amount of \$450 alleging damages to sewer line from City tree roots.

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

Attachment – None

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

L. APPROPRIATIONS



City of Newark

MEMO

DATE: May 1, 2015
TO: City Council
FROM: Sheila Harrington, City Clerk
SUBJECT: Approval of Audited Demands for the City Council Meeting of May 14, 2015.

REGISTER OF AUDITED DEMANDS

Bank of America General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
April 17, 2015	Pages 1-2	104485 to 104549	Inclusive
April 24, 2015	Pages 1-2	104550 to 104618	Inclusive
May 1, 2015	Pages 1-2	104619 to 104668	Inclusive

Final Disbursement List. Check Date 04/17/15, Due Date 04/27/15, Discount Date 04/27/15. Computer Checks.

Bank 1001 BANK OF AMERICA

Check#	Vendor Number	Payee	Check Date	Check Amount	Description
104485	9723	A-1 SEPTIC TANK SERVICE INC	04/17/15	1,369.00	FY14-15 SEPTIC TANK SERVICE
104486	7922	RARP ADIN ANKETE PAREDES	04/17/15	230.00	RECREATION CONTRACT
104487	10	ABC FIRE PROTECTION INC	04/17/15	520.29	FIRE EXTINGUISHER MAINT.
104488	5103	SAM ACKERMAN	04/17/15	124.04	LASD SWAT TRNG
104489	332	ADAMSON POLICE PRODUCTS PROFESSIONAL POL	04/17/15	42.35	MISCELLANEOUS PURCHASES
104490	10844	AIR FILTER SUPPLY	04/17/15	823.37	FY14-15 HVAC FILTERS
104491	2036	ALAMEDA COUNTY SHERIFF'S OFFICE REGIONAL	04/17/15	242.00	PATROL POST TRAINING
104492	344	ALAMEDA COUNTY WATER DISTRICT	04/17/15	1,896.68	FY14-15 WATER CHARGES
104493	7743	ALL AMERICAN RENTALS INC	04/17/15	276.00	MOVING EQUIPMENT IN CITY HALL
104494	12	ALLIED AUTO STORES INC	04/17/15	206.49	MISC AUTO SUPPLIES
104495	14	ALPINE AWARDS INC	04/17/15	313.66	T-SHIRTS
104496	1731	JONATHAN ARGUELLO	04/17/15	1,906.18	POST MNGMT TRAINING
104497	348	AT&T	04/17/15	390.13	ANNUAL TELECOM FY2014-15
104498	11028	CRICIA BARTLETT	04/17/15	755.53	RECREATION CONTRACT
104499	134	BATTERY SYSTEMS	04/17/15	101.99	FY14-15 VEHICLE BATTERIES
104500	9580	BAY CENTRAL PRINTING	04/17/15	1,868.83	CITY NEWSLETTER
104501	1131	BAY ISLAND OFFICIALS ASSOCIATION ATTY FR	04/17/15	1,174.00	GAMB OFFICIALS
104502	2970	MICHAEL BONNIE COMPUTER CONSULTING GROUP	04/17/15	375.00	BLDG PERMIT MAINTENANCE AND SUPPORT MARG
104503	5304	CLASSIC GRAPHICS T & T LEWIS INC	04/17/15	851.48	AUTO REPAIRS
104504	10970	COCA COLA REPRESENTMENTS UNION CITY SALES	04/17/15	209.03	CAFE PURCHASES
104505	7623	CONTRA COSTA COUNTY SHERIFF'S OFFICE LAW	04/17/15	505.00	PATROL POST TRAINING
104506	1169	CAPITAL ONE COMMERCIAL	04/17/15	1,143.39	PROGRAM SUPPLIES
104507	10649	STREAMLINE PLUMBING	04/17/15	1,000.00	PERFORMANCE BOND RTN
104508	10793	HEATHER ELEMENTARY SCHOOL ATTN: SHALINE	04/17/15	50.00	RENTAL DEPOSIT RETURN Reinstated from cl
104509	10793	VERONICA BARRAGAN	04/17/15	300.00	RENTAL DEPOSIT RTN
104510	10793	ASHLEY BOURBAU	04/17/15	100.00	3DAY DEPOSIT RTN
104511	10793	MAY ANX HILARIO	04/17/15	100.00	3DAY DEPOSIT RTN
104512	10793	YENELY OCEGUERO	04/17/15	25.75	COURSE WITHDRAWAL
104513	62	THE GOODYEAR TIRE & RUBBER CO	04/17/15	869.67	FY14-15 TIRE PURCHASES (MARCH-JUNE)
104514	11015	EAST BAY LAWN MOWER	04/17/15	446.30	FY14-15 SMALL ENGINES & TOOLS
104515	153	FOLGERGRAPHICS, INC	04/17/15	7,560.15	ACTIVITY GUIDE PRINTING
104516	234	FREMONT ALARM C/O JOE TRIMBLE	04/17/15	323.85	FIRE ALARM TESTING/REPAIRS
104517	11224	FREMONT RECYCLING & TRANSFER STATION	04/17/15	10,961.49	GARBAGE SERVICES CY2015
104518	167	HARRIS COMPUTER SYSTEMS	04/17/15	2,931.77	ANNUAL FINANCE SYSTEM TECHNICAL SOFTWARE
104519	11275	ART FERNANDEZ	04/17/15	250.00	SR CTR ENTERTAINMENT
104520	11123	I PIZZA	04/17/15	1,367.35	CAFE PIZZAS
104521	11275	BOB JENNETT	04/17/15	90.00	SR CTR SPECIAL EVENT
104522	6713	DAVID LEE	04/17/15	1,000.00	EDUCATIONAL REIMBURSEMENT PURD6801 & PUA
104523	7697	THE LIFEGUARD STORE INC	04/17/15	1,507.50	POOL EQUIPMENT
104524	11246	LOCMIS ARMORED	04/17/15	648.75	ARMORED CAR SERVICE
104525	6596	CHOMNAX LOCH	04/17/15	551.27	POST MANAGEMENT TRNG
104526	599	LLOYD F MCKINNEY ASSOCIATES INC	04/17/15	950.20	UB REPAIR BACKLOT GATE SPEAKER
104527	9029	MEYERS NAWE RIBACK SILVER & WILSON	04/17/15	262.50	LITIGATION SERVICES
104528	7335	MUNICIPAL MAINTENANCE EQUIPMENT INC	04/17/15	738.37	PARTS FOR VAC-COM
104529	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	04/17/15	1,930.53	FY14-15 AUTO SUPPLIES
104530	10639	NEWARK TRAVEL SERVICES	04/17/15	250.00	AIRFARE
104531	11069	NEWFARE AUTO SERVICES	04/17/15	705.42	SMCG CHECK AND VEHICLE REPAIRS
104532	11272	NICHOLAS CUEVAS	04/17/15	1,343.00	EDUCATIONAL REIMBURSEMENT FOR PH2009: ET
104533	349	PACIFIC GAS & ELECTRIC	04/17/15	35,945.53	FY14-15 STREET/TRAFFIC LIGHT ENERGY
104534	3429	PEARSON EQUIPMENT & MAINTENANCE	04/17/15	451.11	FY14-15 UST SERVICE
104535	78	PERFORMANCE PEST MANAGEMENT LPO SERVICES	04/17/15	125.00	PEST CONTROL

CCS.AP Accounts Payable Release 8.3.0 R*APZCKRGG*FDL

By SHEILA GROCH (SGROCH)

Final Disbursement List. Check Date 04/17/15, Due Date 04/27/15, Discount Date 04/27/15. Computer Checks.

Bank 1001 BANK OF AMERICA

MIICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
104536	10568	PRUDENTIAL OVERALL SUPPLY	04/17/15	1,777.06	FY14-15 KACB/COMBES/UNIFORMS
104537	7885	RINGS SLOAN HOLZEMAN SAKAI LLP	04/17/15	3,055.50	LEGAL ADVICE FEES
104538	11074	RUDAN & TUCKER LLP	04/17/15	25,789.55	LITIGATION AND CONSULTING
104539	112	WILLE ELECTRICAL SUPPLY CO INC	04/17/15	353.79	MISC ELECTRICAL SUPPLIES
104540	8381	SCHINDLER ELEVATOR CORPORATION	04/17/15	1,268.10	FY14-15 ELEVATOR SERVICE AGREEMENT FS#1
104541	377	SIMON & COMPANY INC	04/17/15	1,802.80	LEGISLATIVE SERVICES
104542	1765	TEMPERATURE TECHNOLOGY INC	04/17/15	3,047.75	REPAIRS AND SERVICE AT STILLMAX
104543	146	TEXSENKRUPP ELEVATOR CORPORATION	04/17/15	3,434.58	FY14-15 ELEVATOR SERVICE AT CAB
104544	7517	U S FOODS INC SAN FRANCISCO	04/17/15	532.67	CAPE PURCHASES
104545	10944	UNIFORMS 2U, INC.	04/17/15	283.40	UB REPL CARRIER FOR LOBIER
104546	140	VISTA UNIVERSAL INC	04/17/15	670.50	CA HIGHLIGHT REPAIRS
104547	11220	KUI WANG	04/17/15	110.00	RECREATION CONTRACT Reinstated from clai
104548	7684	WARMCO SWIMWEAR GRP/APC	04/17/15	335.67	RETAIL GOGGLES AND SWIM CAPS
104549	3050	WEST COAST ARBORISTS INC	04/17/15	1,745.00	STREET/PARK TREE PRUNING
Total				144,521.51	

Fiscal Disbursement Dist. Check Date 04/24/15, Due Date 05/04/15, Discount Date 05/04/15, Computer Checks.
 Bank 1001 BANK OF AMERICA

MIICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
104550	10736	ABACTUS PRODUCTS INC	04/24/15	169.71	PRINTING SVCS
104551	10	ABC FIRE PROTECTION INC	04/24/15	178.80	SERVICE SUPPRESSION SYSTEM AT COMMUNITY C
104552	10027	AD SERVICES	04/24/15	75.00	COURIER SERVICES
104553	1129	COUNTY OF ALAMEDA COUNTY CLERK	04/24/15	50.00	EXEMPTION FILING (ALAMEDA COUNTY CLERK H
104554	1129	COUNTY OF ALAMEDA COUNTY CLERK	04/24/15	50.00	EXEMPTION FILING (ALAMEDA COUNTY CLERK H
104555	3853	COUNTY OF ALAMEDA INTERNAL AUDIT UNIT RE	04/24/15	2,840.50	CITATION PROCESSING FEES
104556	287	ALAMEDA COUNTY SHERIFF'S OFFICE GREGORY	04/24/15	343.92	LATENT PRINTS
104557	287	TREASURER OF ALAMEDA COUNTY GREGORY J AH	04/24/15	301.25	CRIME LAB FEES
104558	411	AIG BENEFIT SOLUTIONS	04/24/15	460.08	LIFE INSURANCE PREMIUM ANNUAL PURCHASE O
104559	10988	RITU KHURANA BAYAREA DEBATE CLUB	04/24/15	572.00	RECREATION CONTRACT
104560	724	DEBORAH CARNESS	04/24/15	244.09	EVIDENCE SUPPLIES
104561	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	04/24/15	5,468.62	FY14-15 TRAFFIC SIGNAL AND STREET LIGHT
104562	10762	CALIFORNIA BUILDING STANDARDS COMMISSION	04/24/15	1,325.70	BUILDING STANDARDS FEES
104563	744	CALIFORNIA DEPARTMENT OF CONSERVATION DI	04/24/15	6,371.55	STRONG MOTION/SEISMIC MAPPING FEES
104564	447	CALIFORNIA HYDRONICS CORP	04/24/15	89.05	FY14-15 ELECTRIC MOTORS & PUMPS
104565	10261	CARBONIC SERVICE	04/24/15	326.41	PCL CHEMICALS
104566	214	CENTRAL VETERINARY HOSPITAL	04/24/15	309.60	VET SVCS
104567	458	CHEVRON AND TEXACO BUSINESS CARD SERVICE	04/24/15	932.74	FY14-15 FUEL
104568	1380	CHRISP COMPANY	04/24/15	2,955.51	PROJECT 1026 THERMOPLASTIC STREET STRIP
104569	10970	COCA COLA REFRESHMENTS UNION CITY SALES	04/24/15	302.22	CAPE PURCHASES
104570	10650	TRIPLE THREAT PRODUCTIONS INC	04/24/15	3,980.34	PARTIAL DEPOSIT RTN FOR FILMING FEES Re
104571	10649	SONIA LANDA	04/24/15	500.00	PLANNING FEES RTN
104572	10649	SAHEL HELCUI	04/24/15	2,500.00	PERFORMANCE BOND RTN
104573	10649	ALL STAR PLUMBING CORP	04/24/15	96.80	PARTIAL PERMIT FEE RTN
104574	10793	ROBERT YALING	04/24/15	300.00	RENTAL DEPOSIT RTN
104575	10793	TERESA FRANCO	04/24/15	300.00	RENTAL DEPOSIT RTN
104576	10793	ERIKA CORDERA	04/24/15	10.75	COURSE REFUND
104577	10793	DIANA Candler	04/24/15	100.00	BDAY DEPOSIT RTN
104578	10793	JIA LIU	04/24/15	50.00	GROUP DEPOSIT RTN
104579	184	DEPARTMENT OF TRANSPORTATION CASHIER HQ	04/24/15	\$11.21	FY14/15 SHARED ENERGY/MAINTENANCE
104580	10735	MATT REYMUNDO	04/24/15	1,655.99	EE COMPUTER LOAN PROGRAM
104581	310	EQUIFAX INFORMATION SVCS LLC	04/24/15	50.00	CREDIT CHECK FEE ANNUAL PURCHASE ORDER
104582	10478	EUGENE'S HOME APPLIANCE SERVICE	04/24/15	169.50	FY14-15 APPLIANCE REPAIRS
104583	9126	FENIS INCORPORATED	04/24/15	305.75	RETAIL SALES
104584	2966	FIRESTONE PHOTOGRAPHY	04/24/15	186.15	PROTO OF EMPLOYEE OF THE YEAR - AMY DAVI
104585	1120	FORENSIC ANALYTICAL SCIENCES, INC	04/24/15	200.00	LAB TESTS
104586	7783	GOLDBEY WEST TRAVEL INC	04/24/15	2,155.00	SR TRIP 3/25/15
104587	275	GOVERNMENT FINANCE OFFICERS ASSOCIATION	04/24/15	50.00	SUBSCRIPTIONS
104588	10771	HOGAN, RODERICK	04/24/15	128.31	RED FLEX TRAINING ADVANCE
104589	1457	HOME DEPOT CREDIT SERVICES DEPT 32-25409	04/24/15	1,034.24	MISC SUPPLIES
104590	3535	RAYMOND HOPPE	04/24/15	161.65	RED FLEX TRAINING ADVANCE
104591	7841	INTERNATIONAL CODE COUNCIL INC ATTN: MEM	04/24/15	125.00	ICC MEMBERSHIP DUES - RAY COLLIER
104592	10930	TIMOTHY JONES	04/24/15	108.00	NATIONAL NIGHT OUT BANNERS
104593	6009	JT2 INTEGRATED RESOURCES ATTN: CLAIMS AC	04/24/15	32,981.34	WORKER'S COMPENSATION REIMBURSEMENT ANNUA
104594	10486	SHAKATI KHALSA	04/24/15	365.00	RECREATION CONTRACT
104595	293	LANGUAGE LINE SERVICES INC	04/24/15	102.69	INTERPRETATION SVCS
104596	6713	DAVID LEE	04/24/15	89.46	SWAT RECERTIFICATION
104597	711	LEXISNEXIS	04/24/15	160.00	LEGAL ONLINE RESOURCE
104598	11265	MARILYN ZEPEDA TRI COUNTY BLDG MAINT	04/24/15	2,182.74	FY14-15 JANITORIAL SERVICES
104599	10049	MURPHY, PEARSON, BRADLEY & FEENEY	04/24/15	4,427.50	LEGAL CONSULTING
104600	10865	NEW IMAGE LANDSCAPE	04/24/15	11,954.00	PROJECT 10072 LANDSCAPE MAINT PROJECT

Final Disbursement List. Check Date 04/24/15, Due Date 05/04/15, Discount Date 05/04/15, Computer Checks.

Bank Local BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
04601	10639	NEWARK TRAVEL SERVICES	04/24/15	316.00	AIRFARE
04602	1049	NORTH AMERICAN TITLE COMPANY	04/24/15	650.00	PROJECT 1014 (CENTRAL AVE) PRELIMINARY T
04603	10918	AMXAR CYCLES, INC dba OAKLAND HARLEY-DAV	04/24/15	809.36	W-25 REPAIRS
04604	349	PACIFIC GAS & ELECTRIC	04/24/15	1,933.80	FY14-15 STREET/TRAFFIC LIGHT ENERGY
04605	10380	FEELLE TECHNOLOGIES INC	04/24/15	4,356.41	BLDG INSPECTION SCANNING SERVICES
04606	2460	ERS LONG-TERM CARE PROGRAM	04/24/15	67.54	PAYROLL PREMIUMS
04607	10729	PETTY CASH CUSTODIAN-POLICE BEVERLY RYAN	04/24/15	735.32	PETTY CASH EXPENSES-PC
04608	4176	MICHAEL QUEBEC	04/24/15	1,027.50	RECREATION CONTRACT
04609	10714	RANDY RAYOS	04/24/15	75.32	SWAT TRAINING EXPENSES
04610	7885	RENKE SLOAN KOLTZMAN SAKAI LLP	04/24/15	7,164.00	Legal fees for 2015 labor negotiations
04611	9557	SIEMENS INDUSTRY INC BUILDING TECHNOLOGI	04/24/15	4,934.00	FIRE SERVICE AGREEMENT AT SILLIMAN
04612	40	SCAPLES ADVANTAGE DEPT LA	04/24/15	1,402.88	CITYWIDE OFFICE SUPPLIES
04613	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	04/24/15	150.00	PAYROLL WITHHOLDINGS
04614	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	04/24/15	135.00	PAYROLL WITHHOLDINGS
04615	132	TRC-CITY ROCK INC	04/24/15	480.59	SOIL
04616	10243	WASHINGTON TOWNSHIP	04/24/15	1,736.00	VACCINATION SERVICES
04617	142	WESTERN STATES OIL CO	04/24/15	357.09	CALL FOR EQUIPMENT SHOP
04618	340	WINTER-TYSON IMPORTS	04/24/15	609.00	K9 TRAINING/SUPPLIES
Total				116,960.00	

Fiscal Disbursement List. Check Date 05/01/15, Due Date 05/11/15, Discount Date 05/11/15. Computer Checks.

Mark 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
104619	10658	41ERP INC	05/01/15	720.00	FY14-15 BLDG INSPECTION SVCS
104620	332	ADAMSON POLICE PRODUCTS PROFESSIONAL POL	05/01/15	93.11	MISCELLANEOUS PURCHASES
104621	1776	AIRGAS USA, LLC	05/01/15	49.87	FY14-15 WELDING SUPPLIES
104622	2036	ALAMEDA COUNTY SHERIFF'S OFFICE REGIONAL	05/31/15	400.00	PATROL POST TRAINING
104623	284	TREASURER OF ALAMEDA COUNTY INFORMATION	05/01/15	4,049.69	AWS ACCESS FEES
104624	5621	ALL CITY MANAGEMENT SERVICES, INC	05/01/15	1,735.65	CROSSING GUARD SVCS
104625	1701	COXATHEAN ARGIZELLO	05/01/15	587.80	POST MNGMT-SESSION 3
104626	348	RT&T	05/01/15	111.36	ANNUAL TELECOM FY2014-15
104627	1085	ATA&T	05/01/15	58.75	LONG DISTANCE FY2014-15
104628	5059	THOMSON REUTERS/BARCLAY'S	05/01/15	140.00	RADIOLOGY PACKAGE RENEWAL (2015)
104629	10341	JOHN MANUEL BOGA JR	05/01/15	305.19	DARE GRADUATION SUPPLIES
104630	23	FRANK BONETTI PLUMBING INC	05/01/15	345.00	MAIN LINE CLEAR CUT AT SHELTER
104631	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	05/01/15	4,967.45	FY14-15 TRAFFIC SIGNAL AND STREET LIGHT
104632	1521	MICHAEL CARROLL	05/01/15	182.76	POST COMMAND COLLEGE EXPENSES
104633	214	CENTRAL VETERINARY HOSPITAL	05/01/15	357.25	VET SVCS
104634	11050	CITY DESIGN COLLECTIVE	05/01/15	41,375.25	CONTRACTUAL SERVICE AGREEMENT TO PREPARE
104635	10060	COMCAST	05/01/15	92.11	CABLE
104636	160	CPCA CALIFORNIA PEACE OFFICERS' ASSOCIAT	05/01/15	500.00	RECORDS POST TRAINING
104637	11076	CRIME SCENE CLEANERS INC	05/01/15	230.00	OFFICER UNIFORM DAMAGE
104638	10649	SOLAR CITY	05/31/15	194.40	PARTIAL PERMIT FEE RCN
104639	10793	KATHRYN 'SUNNY' WESLING	05/01/15	300.00	RENTAL DEPOSIT RTX
104640	63	THE GOODYEAR TIRE & RUBBER CO	05/01/15	152.66	FY14-15 TIRE PURCHASES (MARCH-JUNE)
104641	7183	DEMURRAY'S GYMNASTICS ACADEMY	05/01/15	550.35	RECREATION CONTRACT
104642	9311	DWYS LLC DBA RENAISSANCE TOTS, LLC ATTY	05/01/15	139.50	RECREATION CONTRACT
104643	11166	ELI500	05/01/15	4,537.37	EMERGENCY LIGHTING AT SILLING REPAIRS
104644	10642	PASTENAL COMPANY	05/01/15	42.00	FY14-15 HARDWARE & FASTENERS
104645	522	FEDEX	05/01/15	22.03	PACKAGE DELIVERY
104646	11027	PROTECTOR, INC	05/01/15	59.00	FITNESS EQUIP MAINT AND REPAIR/UPGRADE
104647	3106	CITY OF FREMONT FINANCIAL SERVICES OFFIC	05/01/15	19,828.35	PARATRANSIT SERVICES
104648	7831	TERRI HERNANDEZ	05/01/15	365.05	REDFLEX TRAINING
104649	5305	OT2 INTEGRATED RESOURCES CORPORATE ACCOU	05/01/15	3,303.47	WORKERS COMPENSATION ADMINISTRATION FEE
104650	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	05/01/15	454.30	EMPLOYEE ASSISTANCE PROGRAM FEE
104651	10710	MUNICIPAL CODE CORPORATION	05/01/15	876.70	RMC SUPPLEMENT
104652	11089	NEWARK AUTO SERVICE	05/01/15	114.55	SMOG CHECK AND VEHICLE REPAIRS
104653	1049	NORTH AMERICAN TITLE COMPANY	05/01/15	4,400.00	PROJECT 1014 (CENTRAL AVE) PRELIMINARY T
104654	10918	ANYAR CYCLES, INC dba OAKLAND HARLEY-DAV	05/01/15	185.33	MOTORCYCLE BATTERY
104655	6135	OSBORNE LUMBER COMPANY INC	05/01/15	185.64	WOOD FOR BENCHES AT CITY PARKS
104656	349	PACIFIC GAS & ELECTRIC	05/01/15	17,093.26	FY14-15 STREET/TRAFFIC LIGHT ENERGY
104657	97	FANKEY'S RADIATOR SHOP INC	05/01/15	575.00	FY14-15 RADIATOR SERVICE & REPAIR
104658	3425	PEARSON EQUIPMENT & MAINTENANCE	05/01/15	76.30	FY14-15 UST SERVICE
104659	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	05/01/15	322.30	PEST CONTROL
104660	8813	PROFORCE LAW ENFORCEMENT	05/01/15	1,944.94	TASER SUPPLIES
104661	11234	RAY MORGAN COMPANY	05/01/15	2,827.52	COPIER RENTAL AGREEMENT RSC0410263
104662	644	ROSIE'S TOURS ROSIE MONIZ	05/01/15	700.00	SR TRIP TRANSPORTATION
104663	11074	RODAN & TUCKER LLP	05/01/15	39,877.65	LITIGATION AND CONSULTING
104664	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	05/01/15	170.00	SPAM AND VIRUS FILTER SERVICE
104665	11171	SSP DATA, INC	05/01/15	7,247.05	EQUIP REPL: FIREWALL AP#2015-15
104666	10998	GARY W SHELTON VBS SERVICES	05/01/15	250.00	BLOOD WITHDRAWAL SVC
104667	5623	VERIZON WIRELESS	05/01/15	152.06	PURCHASE OF IPADS/ IPAD SERVICE
104668	5523	AMERICAN MESSAGING	05/01/15	23.12	PAGER SVC

Final Disbursement List. Check Date 05/01/15, Due Date 05/11/15, Discount Date 05/11/15. Computer Checks.

Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
Total				163,082.33	