

# CITY OF NEWARK CITY COUNCIL

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

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

## AGENDA

Thursday, September 10, 2015

- A. ROLL CALL
  
- B. MINUTES
  - B.1 Approval of Minutes of the regular City Council meeting of Thursday, July 23, 2015. (MOTION)
  
- C. PRESENTATIONS AND PROCLAMATIONS
  - C.1 Introduction of employees.
  
  - C.2 Proclaiming September 17-20, 2015, as Newark Days. (PROCLAMATION)
  
- D. WRITTEN COMMUNICATIONS
  
- E. PUBLIC HEARINGS
  
- F. CITY MANAGER REPORTS

(It is recommended that Items F.1 through F.5 be acted on simultaneously unless separate discussion and/or action is requested by a Council Member or a member of the audience.)

### CONSENT

- F.1 Report on administrative actions during August recess – from City Manager Becker. (MOTION)
  
- F.2 Approval of fiscal year 2015-2016 planned expenditures for the Used Oil Payment Program and corresponding approval to amend the 2014-2016 Biennial Budget – from Administrative Analyst Khuu-Seeman. (RESOLUTION)

- F.3 **Approval of an Amendment to Resolution No. 3513 to Revise Rule X, Section 4 of the Personnel Rules and Regulations by Granting Approval Authority for Unpaid Employee Leaves to the City Manager – from Human Resources Director Abe. (RESOLUTION)**
  
- F.4 **Approval of Tentative Parcel Map 10391 for a proposed four-parcel division of land on the west side of unimproved Hickory Street near the western terminus of Enterprise Drive - from Assistant City Engineer Fajeau. (RESOLUTION)**
  
- F.5 **Amendment of Purchasing Rules and Regulations - from Administrative Services Director Woodstock. (RESOLUTION)**

**NONCONSENT**

- F.6 **Review and approval of the Greater NewPark Master Plan – from Assistant City Manager Grindall. (MOTION)**

**G. CITY ATTORNEY REPORTS**

**H. ECONOMIC DEVELOPMENT CORPORATION**

**I. CITY COUNCIL MATTERS**

- I.1 **Acknowledging the 25<sup>th</sup> Anniversary of the Americans with Disabilities Act – from Mayor Nagy. (RESOLUTION)**

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

- J.1 **Resolution of the City of Newark acting as the Successor Agency to the Newark Redevelopment Agency adopting and endorsing the Recognized Obligation Payment Schedule for the period of January to June 2016 (ROPS 15-16B) – from Administrative Services Director Woodstock. (RESOLUTION)**

**K. ORAL COMMUNICATIONS**

**L. APPROPRIATIONS**

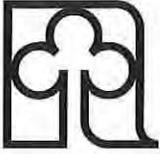
**Approval of Audited Demands for the City Council meeting of September 10, 2015. (MOTION)**

**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, 5<sup>th</sup> Floor, during normal business hours. Materials prepared by City staff and distributed during the meeting are available for public inspection at the meeting or after the meeting if prepared by some other person. Documents related to closed session items or are exempt from disclosure will not be made available for public inspection.

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



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

## AGENDA

**Thursday, September 10, 2015**

### CITY COUNCIL:

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

### CITY STAFF:

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

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

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

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

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

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

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



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

## Minutes

Thursday, July 23, 2015

### A. ROLL CALL

Mayor Nagy called the meeting to order at 7:35 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, July 9, 2015.

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

### C. PRESENTATIONS AND PROCLAMATIONS

#### C.1 Presentation by the Alameda-Contra Costa Transit District on their proposed Service Expansion Plan.

AC Transit Board President Chris Peeples introduced Transportation Planner John Urgo who gave a presentation on AC Transit's proposed Service Expansion Plan. Recommendations for expanded and improved routes and schedules throughout the service area will be considered by the AC Transit Board of Directors in the Fall.

### D. WRITTEN COMMUNICATIONS

### E. PUBLIC HEARINGS

#### E.1 Hearing to consider abandonment of a portion of the western half of Hickory Street right-of-way north of Perrin Avenue. RESOLUTION NO. 10411

City Manager Becker gave the staff report recommending approval.

Mayor Nagy opened the public hearing at 7:47 p.m.

No one came forward to speak.

Mayor Nagy closed the public hearing at 7:48 p.m.

Vice Mayor Collazo moved, Council Member Bucci seconded to, by resolution, abandon a portion of the western half of Hickory Street right-of-way north of Perrin Avenue. The motion passed, 5 AYES.

## **F. CITY MANAGER REPORTS**

Council Member Hannon removed F.1 from the consent calendar.

Council Member Freitas moved, Council Member Collazo 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 to issue a no-fee encroachment permit to Newark Days Celebration, Inc. for the Newark Days Parade and Newark Mile Race, provide police services for traffic control and waive fees related to the parade and race, and waive fees for use of the Community Center and MacGregor Playfields, with the exception to the fees required for the building superintendent and janitorial services. MOTIONS (3) APPROVED**
- F.3 Approval of plans and specifications, acceptance of bid and award of contract to G. Bortolotto & Company, Inc. for 2015 Asphalt Concrete Street Overlay Program, Project 1093. MOTION APPROVED  
RESOLUTION NO. 10412  
CONTRACT NO. 15035**
- F.4 Approval of the final map for Tract 8165, a 15-unit residential subdivision (Continental Residential, Inc.) located at 38517 Birch Street. RESOLUTION NO. 10413  
CONTRACT NO. 15036**
- F.5 Amendment of the 2014-2016 Biennial Budget and Capital Improvement Plan for Fiscal Year 2015-2016 Capital Budget Rollover. RESOLUTION NO. 10414**

**NONCONSENT****F.1 Approval of a leave of absence without pay through August 31, 2015 for Senior Equipment Mechanic Rothman. MOTION APPROVED**

In response to Council Member Hannon's questions, City Manager Becker stated that the Personnel Rules and Regulations allow the City Manager to approve an employee's leave of absence without pay for up to 2 months. An extension requires City Council approval.

Council Member Hannon suggested that the City Council consider an amendment to the Personnel Rules and Regulations at a future meeting to allow the City Manager greater discretion in these types of matters. Mayor Nagy suggested that the report include pros and cons. The City Council concurred to place this on a future agenda for consideration.

Council Member Hannon moved, Vice Mayor Collazo seconded, to approve a leave of absence without pay through August 31, 2015 for Senior Equipment Mechanic Rothman. The motion passed, 5 AYES.

**G. CITY ATTORNEY REPORTS****H. ECONOMIC DEVELOPMENT CORPORATION****I. CITY COUNCIL MATTERS****I.1 Designation of a voting delegate and alternate(s) for the Annual Business Meeting of the League of California Cities' Annual Conference.**

Mayor Nagy asked if any of the City Council Members would be attending the conference and if they would like to be the City's delegate at the Annual Business Meeting.

No Council Members were planning on attending so action was not necessary for this item.

Mayor Nagy extended his condolences to the family of Sergeant Scott Lunger who died in the line of duty during a traffic stop in the City of Hayward. He stated that he would adjourn the meeting in memory of Sergeant Lunger. The entire City Council expressed their condolences.

Vice Mayor Collazo invited the public to attend National Night Out on August 4 and noted that the Second Annual Mariachi Festival was a great success.

Council Member Hannon shared his experience at the Relay for Life and commended Council Member Bucci for another successful fundraiser.

Council Member Bucci stated that \$120,000 was raised for the American Cancer Society through the Relay for Life. He acknowledged the boy scouts who were in the audience tonight. He noted that Vice President Joe Biden visited Newark today.

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

**K. ORAL COMMUNICATIONS**

Eileen Mendez Acting Branch Manager for the Newark Library highlighted recent activities and programs at the library. She provided attendance, circulation, and card holder statistics for the library.

Gregory Lemos stated that he is active in the senior community and sees a need to maintain trees and streets. He thanked the Assistant City Engineer for taking the time to discuss the street paving near Birch Street. He expressed concern with water levels and levies.

**L. APPROPRIATIONS**

**Approval of Audited Demands for the City Council meeting of, July 23, 2015. MOTION APPROVED**

City Clerk Harrington read the Register of Audited Demands: Check numbers 105163 to 105303.

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

**M. CLOSED SESSION**

**N. ADJOURNMENT**

At 8:14 p.m. Mayor Nagy adjourned the City Council meeting in memory of Hayward Police Sergeant Scott Lunger.

## **C.1 Introduction of employees.**

**Background/Discussion** – Recently hired Community Preservation Inspector Shama Khan will be introduced to the City Council. Recently promoted Police Sergeant Sean Eriksen will also be at the meeting to be introduced to the City Council.

**C.2 Proclaiming September 17-20, 2015, as Newark Days.**

**(PROCLAMATION)**

**Background/Discussion** – Newark Days, celebrating Newark’s 60th birthday, will be held September 17-20, 2015. A proclamation has been prepared and members of the Newark Days Committee will accept it at the City Council meeting.

**F.1 Report on administrative actions during August recess – from City Manager  
Becker. (MOTION)**

**Background/Discussion** – At the April 23, 2015, meeting the City Council adopted Resolution No. 10,348 authorizing the City Manager, or Acting City Manager, to act on certain administrative matters, which should not be deferred until the next regularly scheduled meeting of the City Council. The City Council also directed the City Manager to report to the City Council after the recess on all such actions.

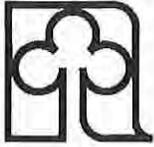
Administrative matters on which action was taken during the recess are noted in Exhibit A.

**Attachment**

**Action** - It is recommended that the City Council, by motion, reaffirm the City Manager's, or Acting City Manager's, action on the matters listed in Exhibit A.

**EXHIBIT A**

<b>Date</b>	<b>Subject</b>	<b>Contract Number (if applicable)</b>
07/30/15	Authorize Amendment to Resolution No. 2505, the Employee Classification Plan, to revise the Senior Building Mechanic Classification	
08/03/15	Authorize Task Order No. 9 to Joint Powers Agreement between the City of Newark and the City of Fremont Services 2015/16	C09044
08/10/15	Award of contract with Mission Linen Supply for the uniform rental and laundry service for the City	C15037
08/17/15	Approve plans and specifications, reject the bid from American Asphalt Repair and Resurfacing Company Inc., as nonresponsive, and accept the bid and award the contract to VSS International, Inc. for the 2015 Street Slurry Seal Program, Project 1094	C15039
08/12/15	Acceptance of completion of work for Tree Maintenance Services Project 1009C with West Coast Arborist, Inc.	C12028
08/20/15	Authorization to purchase two (2) public works vehicles using an intergovernmental procurement process	
08/27/15	Accept proposal and award contract for the Newark Days Parade and Race – 2015 Traffic Control to Cal Safety, Inc.	C15038



**DATE:** July 30, 2015  
**TO:** John Becker, City Manager  
**FROM:** Christina Gendreau, Human Resources Technician  
**SUBJECT:** August Recess Approval of Classification Specification Change

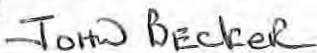
With the upcoming retirement of Bob Souza, the Senior Building Mechanic, the Public Works department reviewed the class specification to determine if any changes were needed prior to opening a recruitment to fill this vacancy.

It is requested that one of the qualification requirements for the Senior Building Mechanic classification specification be revised to no longer require that the Certified Pool Operator certificate be required at time of application and instead be required by the end of the probationary period. This will provide sufficient time for qualified applicants to obtain a Certified Pool Operator certification.

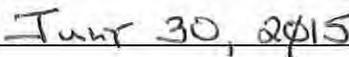
It is recommended that you approve an amendment to Resolution No. 2505, the Employee Classification Plan, to revise the Senior Building Mechanic Classification as attached.

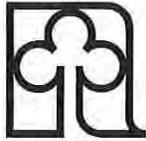
Pursuant to Newark Resolution No. 10,348, adopted April 23, 2015, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2015, I, John Becker, hereby authorize the amendment to Resolution No. 2505, the Employee Classification Plan, to revise the Senior Building Mechanic Classification.

  
\_\_\_\_\_  
John Becker, City Manager

  
\_\_\_\_\_

By

  
\_\_\_\_\_  
Date



Class Code: 421.2  
WP Code: Sr Building Mech  
Established: May 1986  
Revised: 03/2006; 07/2015  
EEO Code: SM

## CLASS SPECIFICATION

City of Newark, California

### SENIOR BUILDING MECHANIC

DEFINITION – Under direction from a Maintenance Supervisor; to organize, assign, and lead the work of assigned building maintenance personnel and to perform and participate in the performance of the more difficult and complex maintenance and repair tasks related to the care and upkeep of public buildings and related facilities.

DISTINGUISHING CHARACTERISTICS – This is the advanced journey level class in the Building Mechanic series. Positions at this level are distinguished from other classes within the series by the level of responsibility assumed, complexity of duties assigned, independence of action taken, by the amount of time spent performing the duties, and by the nature of the public contact made. Employees perform the most difficult and responsible types of duties assigned to classes within this series, including providing lead supervision to lower level building maintenance staff. Employees at this level are required to be fully trained in all procedures related to assigned areas of responsibility.

EXAMPLES OF ESSENTIAL DUTIES – Duties may include, but are not limited to, the following:

Organize, schedule, assign, and lead the work of an assigned building maintenance crew; coordinate with other departments, divisions, and agencies related to the work assigned.

Review the work of an assigned crew engaged in building maintenance activities, including construction, repair, or reconstruction of a variety of City buildings and related facilities and installation, and/or repair of mechanical systems.

Follow and maintain an established preventative maintenance work schedule; inspect work while in progress; train personnel in the safe and proper operation of a variety of tools and equipment used in building/structure maintenance and repair.

Exercise technical and functional supervision over assigned building maintenance staff; lead staff and perform the most difficult and complex work in the construction, maintenance, and repair of public buildings and related facilities, including trouble-shooting to identify problems and determine appropriate action or method of response; provide input on performance evaluations; perform the full range of building construction, maintenance and repair duties; and provide advice and assistance to lower level building maintenance staff.

Select materials and estimate material and labor costs for assigned jobs; ensure availability of supplies, materials, and equipment in order to accomplish the work; purchase supplies and materials as necessary.

Coordinate and administer activities related to various contracts and projects; prepare specifications for contracted work; monitor contract compliance, inspecting work in progress and at completion, recommending progress and final payments.

## **Senior Building Mechanic**

Record daily labor, material and equipment costs, and maintain work-related records; provide recommendations for project-related budget planning.

Respond as appropriate to comments and concerns expressed by the public regarding building maintenance issues.

Use a personal computer to enter and retrieve information related to work assignments and record-keeping.

Build and maintain positive working relationships with co-workers, other City employees, and the public using principles of good customer service.

Perform related duties as assigned.

### MINIMUM QUALIFICATIONS

#### Knowledge of:

Principles and practices of planning and reviewing the work of others, and training including safety practices and related record-keeping.

Materials, methods, practices and equipment used in the maintenance, repair, and reconstruction of public buildings and related public facilities.

Electrical pumps, motors, HVAC and other mechanical equipment; carpentry, plumbing, and related structural maintenance trades.

Pertinent local, State and Federal laws, ordinances and rules.

#### Ability to:

Act as a lead worker and perform advanced journey level building construction, repair and maintenance tasks.

On a continuous basis, know and understand building maintenance activities and observe safety rules. Intermittently, analyze problem equipment; identify safety hazards; locate equipment; interpret work orders; remember how to operate equipment; and explain jobs to other employees.

Intermittently, sit while studying or preparing reports; bend, squat, climb, kneel and twist when performing repair, installation, maintenance, or inspection tasks; perform simple and power grasping, pushing, pulling, and fine manipulation; lift or carry heavy weights; and work in conditions of various outdoor exposure, at high elevations, in confined spaces, and/or subject to noise.

Read and interpret blueprints, sketches, specifications, and written instructions.

## Senior Building Mechanic

Prepare and interpret specifications; administer contracts; inspect work and evaluate work in-progress and at completion relative to recommendation for scheduled and final payments.

Trouble-shoot difficult and/or complex maintenance or mechanical issues; identify the cause of the problem and determine the most effective and efficient course of action.

Communicate clearly and concisely, both orally and in writing.

Keep records and make reports; use a personal computer for electronic mail and to enter and retrieve data.

Work unusual/prolonged work schedules during emergencies or seasonally-caused circumstances.

Establish and maintain effective working relationships with those contacted in the course of work.

### Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

#### Experience:

Two years of experience performing work similar to that of Building Mechanic II in the City of Newark.

#### Training:

Equivalent to completion of the twelfth grade, supplemented by specialized training in the maintenance and repair of buildings, mechanical equipment, or a related field.

### License or Certificate

Possession of, or ability to obtain, a Class C California driver's license.

Possession of certification as a Certified Pool Operator will be required by the end of the probationary period.

**Probationary Period:** 6 Months

**FLSA:** Non-Exempt



**DATE:** August 3, 2015

**TO:** John Becker, City Manager

**FROM:** David Zehnder, Recreation and Community Services Director

**SUBJECT:** Task Order No. 9 to Joint Powers Agreement between the City of Newark and the City of Fremont for Paratransit Services 2015/16

Door-to-door shared ride transportation services are an essential service offered to Newark residents who are 70 years of age and older or who are unable to access public transit independently due to a medical or disabling health condition. These paratransit services are provided to elderly and disabled Newark residents in order to improve their access to health care, shopping, errands and social and recreational activities. Funding for Newark Paratransit services is provided through Measure B and Measure BB sales tax and administered through the Alameda County Transportation Committee.

Since 2013, the City of Fremont has provided Newark residents with expanded service from what was provided in the past. The following table provides a summary of services to be provided through the City of Fremont under a contract for services with MV Transportation:

<b>FY14/15 Service Parameters</b>	<b>Proposed Fremont/Newark Paratransit</b>
Service Hours	Monday – Friday, 8 am – 6 pm  *Saturday and Sunday, 9 am – 3 pm *limited Sat./Sun. service within Newark
Service Area	All of Fremont, Newark and Union City.
Fares	\$2.50 per one-way trip within Newark, Fremont and Union City
Reservation Hours	Monday – Friday, 8 am – 5 pm Centralized reservations and dispatch with our contracted service provider that ensures that riders can reach a live person to make reservations and to check on the status of a ride (weekdays and weekends).
Enrollment processing time	On the same day of receipt of application. Expedited access to transportation can also be arranged on the same day or the next day as scheduling capacity allows.

In addition to the expanded paratransit service, Newark residents benefit from the high level of service coordination and customer service provided by the City of Fremont's paratransit services team. City of Fremont staff ensure that elderly and disabled residents have expedited access to transportation services (applications can be processed within hours and urgent need transportation can be scheduled on the next day and sometimes even on the same day). Paratransit enrollment packets are sent out within a day or two of receipt of a completed application.

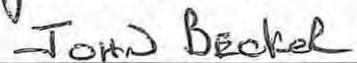
For fiscal year 2015-2016, staff is recommending funding in the amount of \$185,000.

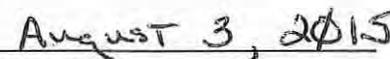
City staff and the City Attorney have reviewed the agreement and recommend that it be approved.

**Recommendation** - It is recommended that the City Manager sign Task Order No. 9 to the Joint Powers Agreement with the City of Fremont for Newark Paratransit services.

Pursuant to Newark Resolution No. 10,348, adopted April 23, 2015, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2015, I, John Becker, hereby authorize Task Order No. 9 to Joint Powers Agreement between the City of Fremont and the City of Newark for Paratransit Services for fiscal year 2015/2016.

  
\_\_\_\_\_  
John Becker, City Manager

  
\_\_\_\_\_  
By

  
\_\_\_\_\_  
Date

**TASK ORDER NO. 9 TO JOINT POWERS AGREEMENT BETWEEN  
THE CITY OF NEWARK AND THE CITY OF FREMONT  
(PARATRANSIT SERVICES FY 2015/16)**

This Task Order No. 9 ("Task Order") is made and entered into by and between the City of Newark, a municipal corporation ("Newark"), and the City of Fremont, a municipal corporation ("Fremont").

**RECITAL**

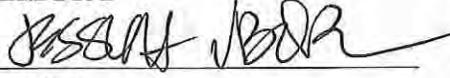
A. Newark and Fremont entered into an agreement entitled Joint Powers Agreement between the City of Newark and the City of Fremont ("Agreement"), by which Fremont agreed to perform services in accordance with Task Orders issued by Newark.

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

1. **INCORPORATION BY REFERENCE.** This Task Order hereby incorporates by reference all terms and conditions set forth in the Agreement.
2. **SCOPE OF TASK ORDER.** Fremont shall perform the services described in Exhibit "A," attached hereto and incorporated herein by reference, in accordance with the terms and conditions of the Agreement.
3. **PAYMENT.** For services performed by Fremont in accordance with this Task Order, Newark will compensate Fremont in accordance with the terms and conditions of the Agreement, in an amount not to exceed \$185,000 (one hundred and eighty-five thousand dollars), as described in Exhibit "B," attached hereto and incorporated by reference.
4. **SIGNATURES.** The individuals executing this Task Order represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Task Order on behalf of the respective legal entities of the Newark and Fremont.

**IN WITNESS WHEREOF,** the Newark and Fremont do hereby agree to the full performance of the terms set forth herein.

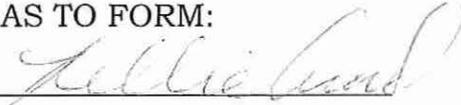
**CITY OF FREMONT**

Signature:   
 By: Jessica <sup>von</sup> ~~van~~ Borck  
 Title: Assistant City Manager  
 Date: 7-20-15

**CITY OF NEWARK**

Signature:   
 By: Tom Beckel  
 Title: CITY MANAGER  
 Date: August 3, 2015

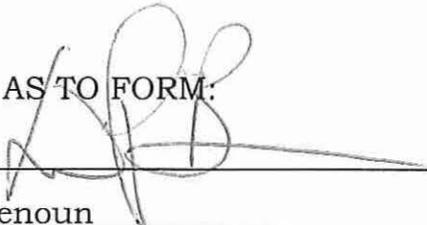
APPROVED AS TO FORM:

Signature: 

By: Nellie Ancel

Title: Senior Deputy City Attorney

APPROVED AS TO FORM:

Signature: 

By: David Benoun

Title: City Attorney

**EXHIBIT A TO TASK ORDER NO. 9**  
**SCOPE OF SERVICES**  
**Paratransit Services for FY 2015-2016**

1. GENERAL DESCRIPTION

To provide door-to-door, shared-ride transportation services to Newark residents who are 70 years of age and older or who are unable to access public transit independently due to a medical or disabling health condition. These paratransit services are provided to elderly and disabled Newark residents in order to improve their access to health care, shopping, errands and social and recreational activities. Services will be provided from July 1, 2015 through June 30, 2016.

2. PERSONNEL

- a. Personnel working on this program will include members of the City of Fremont's paratransit services team. The Fremont paratransit team consists of a Program Manager, Program Coordinator, Office Support Specialist and Public Services Assistant.
- b. The City of Fremont has contracted with MV Public Transportation, Inc. to provide paratransit services for the specified period.

3. SERVICE REQUIREMENTS

- a. Paratransit Program Parameters:
  - (1) Paratransit rides will be offered during the following hours:  
Monday – Friday, 8 am – 6 pm  
Saturday and Sunday (limited service access), 9 am – 3 pm  
No services will be provided on the following holidays:  
New Year's Eve, New Year's Day, Martin Luther King Day,  
Presidents Day, Memorial Day, Independence Day, Labor Day,  
Veterans Day, Thanksgiving Day, Day following Thanksgiving,  
Christmas Eve, Christmas Day.
  - (2) Rides will be provided within Fremont, Newark and Union City.
  - (3) Fares: \$2.50 per one-way trip within Newark, Fremont and Union City. Fares to be paid with a pre-paid paratransit voucher. Paratransit program participants can purchase pre-paid voucher books (8 pre-paid vouchers per book) from the City of Fremont at

a cost of \$20 per book.

- (4) Reservations:  
Ride reservations will be taken: Monday – Friday, 8 am – 5 pm  
Reservations are taken up to 7 days in advance. Rides are reserved on a first call, first served basis and are subject to vehicle space availability. Reservations and dispatch are provided through MV Transportation during the hours specified above. Standing order requests are processed and approved by the City's Paratransit Services team.

b. Services to be provided by the Paratransit Services Team include:

- (1) Paratransit Eligibility Screening & Program Enrollment

Staff will review paratransit applications, determine eligibility and enroll eligible individuals for paratransit services. A Paratransit Rider's Guide will be provided to each enrolled participant. Pre-paid paratransit vouchers books will be sold to program participants who are unable to purchase vouchers directly from the Newark Senior Center or Silliman Center.

- (2) Consumer Education and Service Coordination

Staff will provide one-on-one assistance to program participants who are experiencing difficulties in accessing or using the paratransit service.

- (3) Program Monitoring

Fremont's Program Manager will be responsible for the ongoing monitoring and evaluation of paratransit service operations. Staff from Fremont and Newark will meet quarterly to evaluate program and make adjustments as necessary to service operations.

- (4) Service Documentation and Monthly Invoicing

Documentation of paratransit services provided to each client will be kept in a manner consistent with the City of Fremont's existing practice. Service statistics will be maintained and submitted to City of Newark staff on a monthly basis, and as otherwise requested. The City of Newark will be responsible for all required reporting to the Alameda County Transportation Commission.

Fremont's Program Manager will submit a monthly invoice to the City of Newark for paratransit services provided. Monthly invoice will include the City of Fremont's administrative fee and reimbursement for the paratransit services provided to Newark residents through the City's contract with MV Public Transportation, Inc.

**EXHIBIT B TO TASK ORDER NO. 9  
BUDGET  
Paratransit Services for FY 2015-2016**

**The FY 2015-2016 budget for Task Order No. 9 is:**

**Paratransit Services:** Up to a maximum of \$161,722

**Administrative Fee:** Up to a maximum of \$23,778

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**TOTAL BUDGET** \$185,000

Monthly invoicing to Newark will be broken down as follows:

- **Cost per trip billing for all one-way trips provided to Newark residents:**  
Total monthly charge for door-to-door paratransit services (based on each invoice received from MV Public Transportation) divided by the total number of one-way trips provided and multiplied by the number of one-way trips provided to Newark residents.
- **The administrative fee (12.58% of cost per trip billing amount) will be billed monthly.**
- **Any revenues from pre-paid paratransit voucher sales to Newark residents will be deducted from the monthly invoice.**

The City of Newark will reimburse the City of Fremont for service provision and administrative costs associated with the Paratransit Program. The City of Fremont shall submit an invoice to Newark within twenty (20) days after the end of each service month. Newark shall make payments to Fremont within thirty (30) days of receipt of an invoice.



**DATE:** August 10, 201~~4~~<sup>5</sup>

**TO:** Terrence Grindall, Acting City Manager

**FROM:** Peggy Claassen, Public Works Director *PCC*

**SUBJECT:** **Award of Contract**  
Uniform Rental/Laundry Service

Contractual services are needed to provide uniform rental and laundry service for City Hall, Service Center, Senior Center, Silliman Activity Center, and Community Center from October 1, 2015 to October 31, 2016. The Agreement may be extended for no more than two (2) consecutive one (1) year periods upon mutual consent. In the event of increased costs, Contractor may, after each anniversary date of agreement, recommend increasing its rates by the amount of increase in the San Francisco Bay Area Consumer Price Index.

Requests for Proposals (RFP) were issued to three qualified contractors to provide uniform rental and laundry service for the City. Three responsive proposals were submitted in response to the RFP:

Mission Linen Supply	\$18,084.00
AmeriPride	\$18,479.78
G&K Services	\$19,171.71

**RECOMMENDATION:**

After a competitive selection process, Public Works is recommending Mission Linen Supply of Union City to provide services for \$18,084.00 per year.

Pursuant to Newark Resolution No. 10,348, adopted April 23, 2015, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2015, I, Terrence Grindall, as Acting City Manager, hereby authorize the acceptance of contract with Mission Linen Supply for the uniform rental and laundry service for the City.

*Terrence Grindall*  
Terrence Grindall, Acting City Manager

*Terrence Grindall*  
By

*8-10-15*  
Date

**CONTRACTUAL SERVICES AGREEMENT  
UNIFORM SERVICE**

This Service Agreement (hereinafter "Agreement") is made and entered into this 7 day of AUGUST, 2015 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **MISSION LINEN SUPPLY**, a California corporation ("Contractor"), collectively the "Parties".

**WITNESSETH:**

**WHEREAS**, City requested proposals to perform the services generally including: **UNIFORM RENTAL/LAUNDRY SERVICE (the "Project")**.

**WHEREAS**, in response to City's request, Contractor submitted a proposal and, after negotiations, Contractor 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 Contractor's documentation of its qualifications, as set forth in Exhibit "C", City finds that Contractor has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

**NOW, THEREFORE**, the Parties hereto agree as follows:

**1. CONTRACTOR'S SERVICES**. Contractor 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 Contractor 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 Contractor'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, Contractor's officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Contractor.

Contractor 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 Contractor's performance must be governed by sound professional practices.

3. **COMPENSATION.**

A. **“Not to Exceed” Compensation.** City shall compensate Contractor for all Services performed by Contractor hereunder in an amount based upon Contractor’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 Contractor 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 One Thousand Five Hundred and Seven and No/100 Dollars (\$1,507.00) per month 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, Contractor 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 Contractor’s billing rates (set forth on Exhibit “B” hereto).

Contractor 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 Contractor uses for billing clients similar to City.

Invoices shall be sent to:

City of Newark  
Service Center  
37440 Filbert Street  
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, Contractor 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 Contractor 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. **Contractor’s Failure to Perform.** In the event that Contractor performs Services that do not comply with the requirements of this Agreement, Contractor shall, upon receipt of written notice from City, re-perform the services (without additional compensation to Contractor). If Contractor’s failure to perform in accordance with this Agreement causes damages to City, Contractor shall reimburse City for the damages incurred (which may be charged as an offset to Contractor’s payment).

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

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

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

**7. FACILITIES AND EQUIPMENT.** Contractor 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 Contractor with all information necessary for Contractor's performance of Services. If Contractor believes additional information is required, Contractor shall promptly notify City and City will provide to Contractor all relevant non-privileged information in City's possession.

**B. Contractor's Accounting Records.** Contractor 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. Contractor's accounting records shall include, at a minimum, all documents which support Contractor's costs and expenses related to this Agreement, including personnel, subcontractors' invoices and

payments, and reimbursable expenses. Contractor'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 Contractor (including its employees and subcontractors) 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 Contractor's Services, or upon demand of City. Contractor shall have a right to make and keep copies of the Work Product except for any confidential information. Contractor 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.

**9. CONFLICTS OF INTEREST PROHIBITED.** Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Contractor 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) Contractor 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 Contractor's economic interest, and (b) if required by law, Contractor shall file financial disclosure forms with the City Clerk. If Contractor maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Contractor's conflicting interest may be terminated by City.

**10. NONDISCRIMINATION.** Contractor 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. Contractor 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.** Contractor 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. Contractor 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 Contractor, performing under circumstances similar to those required by this Agreement.

**12. INSURANCE.** Contractor 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 Contractor, his agents, representatives, subcontractors, or employees.

**A. Verification of Coverage.**

Contractor 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. Contractor 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 Contractor 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 Contractor's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

**C. Minimum Limits of Insurance.**

Contractor 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) Contractor 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 Contractor changes insurance carriers Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor 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 Contractor; including materials, parts or equipment furnished in connection with such work or operations.

2. Primary Insurance. For any claims related to these Services, Contractor'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 Contractor'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 Contractor 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. Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

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 Contractor 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, Contractor shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Contractor 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 Contractor'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 Contractor 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 Contractor's performance of Services, or any negligent or wrongful act or omission of Contractor or Contractor'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. Contractor'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, Contractor'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 Contractor's duty to indemnify. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Contractor 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 Contractor 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 Contractor 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, Contractor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

The review, acceptance or approval of Contractor's work or Work Product by any indemnified party shall not affect, relieve or reduce Contractor'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.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or

(2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

**15. LICENSES, PERMITS, ETC.** Contractor represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession. Contractor represents and warrants to City that Contractor 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 Contractor to practice its profession. In addition to the foregoing, Contractor 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 on or about October 1, 2015 through October 31, 2016. This Agreement may be extended for no more than two (2) consecutive one (1) year periods upon mutual consent of both parties in writing on or before thirty (30) days prior to the beginning of the extension year.

**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 Contractor for Services rendered and reimburse Contractor 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 **Tonya Connolly** 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 Contractor, to:

**MISSION LINEN SUPPLY**

**CITY OF NEWARK**

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Administrator**

Address: Mission Linen Supply  
30305 Union City Blvd  
Union City, CA 94587

City of Newark  
Attn: Tonya Connolly  
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 Contractor 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 Contractor 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.** Contractor hereby warrants that Contractor has not employed or retained any company or person, other than a *bona fide* employee working for Contractor, to solicit or secure this Agreement, and Contractor 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

MISSION LINEN SUPPLY  
a California corporation

By Terrance Goodall  
City of Newark

By [Signature]  
Mission Linen Supply

Date 8-10-15

Date 7/23/2015

David C Friend, Jr  
Printed Name

Attest: [Signature]  
City Clerk

Date 8/10/2015

Approved as to form: [Signature]  
City Attorney

Date 8-11-15

**EXHIBIT A**

***SCOPE OF SERVICES***

Mission Linen Supply will provide cleaning and will make weekly deliveries to pick up soiled uniforms, inspect for damage, count soiled uniforms, note count on garment controls list (GCL), leave a GCL copy with customer, and deliver clean uniforms.

Uniform Rental and Laundry Services will include mats for City facilities, towels for the equipment shop, towels for Silliman Activity Center, and uniforms for maintenance personnel. Delivery/pickup at five locations:

City Hall	37101 Newark Boulevard
Service Center	37440 Filbert Street
Senior Center	7401 Enterprise Drive
Silliman Activity Center	6800 Mowry Avenue
Community Center	35501 Cedar Boulevard

The term of this Agreement shall commence on or about October 1, 2015 through October 31, 2016. This Agreement may be extended for no more than two (2) consecutive one (1) year periods upon mutual consent of both parties in writing on or before thirty (30) days prior to the beginning of the extension year.

## **EXHIBIT B**

### ***PAYMENT***

Contractor will submit weekly delivery lists and a monthly invoice to the City no later than twenty-one (21) days following each month end. Contractor's invoice will indicate the quantities and types/descriptions of all delivered items at each location. The City will remit payment for all services rendered no later than thirty (30) days from the date the invoice was received by the City. This will be the only form of payment.

In the event of increased costs, Contractor may, after each anniversary date of agreement, recommend increasing its rates by the amount of increase in the San Francisco Bay Area Consumer Price Index for the previous twelve (12) months.

These increases must be mutually agreed upon by the City and Contractor in writing at least thirty (30) days prior to any price increase taking effect.



# QUOTATION FORM

## City of Newark - Exhibit B

### Product/Service: Uniform Rental/Laundry Service

Item Specifications	Bid Price	Replacement Cost	Weekly Laundering
1 30 each - 17x20 Bar Towels (or equivalent)	\$ 0.15	\$ 1.25	\$ 0.15
2 12 each - 4x6 grey mat	\$ 3.00	\$ 60.00	\$ 3.00
3 1 each - 3x10 grey mat	\$ 3.50	\$ 80.00	\$ 3.50
4 14 each - 50" treated dust mop	\$ 2.00	\$ 14.00	\$ 14.00
5 1 each - 4x6 scraper mat - grey	\$ 3.00	\$ 60.00	\$ 3.00
6 13 each - 3x5 grey mat	\$ 2.50	\$ 40.00	\$ 16.25
7 4 each - fender covers	\$ 0.75	\$ 9.00	\$ 3.00
8 100 each - 18x18 orange shop towel	\$ 0.07	\$ 0.75	\$ 0.07
9 50 each - 18x18 white shop towel	\$ 0.07	\$ 0.75	\$ 0.07
10 600 each - 17x20 white turkish towel	\$ 0.11	\$ 1.50	\$ 0.09
11 77 each - item 2103 Chocolate Work Pants	\$ 0.30	\$ 18.72	\$ 0.30
12 77 each - item 3128 Light Tan Work Shirt	\$ 0.30	\$ 10.84	\$ 0.30
13 33 each - item 1862 Cotton Coverall	\$ 0.70	\$ 34.86	\$ 0.70
14 33 each - item 2169 Black Cargo Pant	\$ 0.60	\$ 24.00	\$ 0.60
15 33 each - item 3122 Charcoal Work Shirt	\$ 0.30	\$ 10.84	\$ 0.30
16 33 each - item 2104 Charcoal Work Pant	\$ 0.30	\$ 18.72	\$ 0.30
17 33 each - item 3146 High Visibility	\$ 1.50	\$ 51.56	\$ 1.50
18 33 each - item 2179 Navy Work Pant	\$ 0.60	\$ 24.00	\$ 0.60
19 33 each - item 3132 Post Blue Work Shirt	\$ 0.30	\$ 10.84	\$ 0.30
20 15 each - item 1867 Navy Electrical Coverall	\$ 1.25	\$ 120.00	\$ 1.25
21 Setup Fee for City of Newark Logo (left shoulder)	\$ 2.00	\$ 2.00	
22 Setup fee for embroidered name (right front)	\$ 1.00	\$ 1.00	
23 Delivery charge (if applicable)	\$ 10.00		

**EXHIBIT C**  
***QUALIFICATIONS***

Mission Linen Supply has been in business since the 1920's and continues to provide low cost solutions; their sustainability practices include using half as much water per pound as residential units and they formed Mission Water Reclamation Services to design and build water reclamation project for industrial laundry industry.

Mission Linen Supply is widely recognized for their ability to understand, anticipate, and meet customer's needs.



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)  
8/4/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Safety National Casualty Corporation		15105
INSURED 1349152 Mission Linen Supply 702 E. Montecito St. Santa Barbara CA 93103	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES MISLI06 CERTIFICATE NUMBER: 13604646 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	N	GL4045506	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	LDS4045504	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Newark, its officers, officials, employees, and volunteers are Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier.

CERTIFICATE HOLDER	CANCELLATION Sec Attachment
13604646  City of Newark Attn: Service Counter 37440 Filbert Street Newark, CA 94560	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

#### Name Of Additional Insured Person(s) Or Organization(s)

Any person or entity with whom you have agreed in a written contract executed prior to loss, but only for the limits agreed to in such contract or the Limits of Liability provided by this policy, whichever is less.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you



**DATE:** August 17, 2015

**TO:** John Becker, City Manager

**VIA:** Peggy A. Claassen, Public Works Director (ext. 4671) *pac*  
Soren Fajeau, Assistant City Engineer (ext. 4286) *S*

**FROM:** Trang Tran, Associate Civil Engineer (ext. 4298) *T2*

**SUBJECT:** APPROVAL OF PLANS AND SPECIFICATIONS, REJECTION OF BID FROM AMERICAN ASPHALT REPAIR AND RESURFACING COMPANY, INC. AS NONRESPONSIVE, ACCEPTANCE OF BID AND AWARD OF CONTRACT TO VSS INTERNATIONAL, INC. FOR 2015 STREET SLURRY SEAL PROGRAM, PROJECT 1094

On February 26, 2015, the City Council authorized staff to advertise for bids for the 2015 Street Slurry Seal Program, Project 1094. This year's street maintenance slurry seal and citywide parking lot seal coat projects are being combined into one project to result in better unit prices. The project scope of work includes an application of sand, aggregate, and asphalt emulsion mixture and pavement re-striping on various City streets and parking lots.

Bids for the project were opened on August 4, 2015 with the following results:

<b>Bidder</b>	<b>Amount</b>
American Asphalt Repair and Resurfacing Company, Inc.	\$ 312,746.55*
VSS International, Inc.	329,144.00
Pavement Coatings Company	368,775.00
Bond Blacktop, Inc.	374,999.20
Intermountain Slurry Seal, Inc.	379,012.00
Telfer Highway Technologies	411,666.00
Graham Contractors, Inc.	424,827.80
Engineer's Estimate	\$ 315,000.00

*\*Corrected for minor mathematical error*

The low bidder, American Asphalt Repair and Resurfacing Company, Inc. submitted a bid with a number of deficiencies including lack of acknowledgment of the issued addendum for the project; lack of notarization of the signature on the proposal; and failure to complete and submit the required Statement of Bidder's Financial Responsibility, Technical Ability, and Experience as required by the Specifications. After consultation with the City Attorney, staff recommends rejection of American Asphalt Repair and Resurfacing Company, Inc.'s bid due to non-responsiveness, and that the project be awarded to the second lowest responsible bidder, VSS International, Inc.

The 2014-2016 Biennial Budget includes funding for this project in Fiscal Year 2014-2015. The streets slurry seal portion of this project will be funded through Alameda County Measure B Sales Tax funds, Vehicle Registration Fee funds, and the Traffic Congestion Relief Fund. The parking lots seal coat portion will be funded with Capital funds.

**Recommendation**

It is recommended the City Council approve the plans and specifications, reject the bid from American Asphalt Repair and Resurfacing Company Inc. as nonresponsive, and accept the bid and award the contract to VSS International, Inc. for 2015 Street Slurry Seal Program, Project 1094.

Pursuant to Newark Resolution No. 10,348, adopted April 23, 2015, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2015, I, John Becker, hereby approve the plans and specifications, reject the bid from American Asphalt Repair and Resurfacing Company Inc. as nonresponsive, and accept the bid and award the contract to VSS International, Inc. for the 2015 Street Slurry Seal Program, Project 1094.

  
\_\_\_\_\_  
John Becker, City Manager

By John Becker

Date 8-17-15

**AGREEMENT (Public Works Contract)**

THIS AGREEMENT, made and entered into this 14 day, of August, 2015, and between the CITY OF NEWARK, a municipal corporation and the General Law Class, State of California, hereinafter called the "CITY" and VSS INTERNATIONAL, INC., a California Corporation, hereinafter called the "CONTRACTOR":

WITNESSETH:

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

1. That complete Contract includes all of the Contract Documents as if set forth in full herein, to wit: the Notice to Contractors; the Proposal to the City of Newark; the Accepted Bid (Unit Price Schedule); the Bidder's Statement of Subcontractors; the Performance Bond; the Payment Bond; the Plans and Specifications; this Agreement; and all Addenda setting forth any modifications or interpretations of any of said Documents.
2. The Contractor will furnish all materials except as otherwise provided in the Specifications and on the Plans and will perform all the work necessary to construct and complete in a good workmanlike and substantial manner, and to the satisfaction of the Engineer, public improvements in accordance with that certain document headed:

**2015 STREET SLURRY SEAL PROGRAM, PROJECT 1094**

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

3. The Contractor shall comply with all applicable local, state, and federal regulations.
4. The Contractor shall maintain a valid Class A California Contractor License throughout the performance of work under this contract.
5. The Contractor shall submit a receipt copy or other evidence showing payment of the current City of Newark Business License fee.
6. The Contractor shall provide a Certificate of Insurance to show proof of Comprehensive General Liability Insurance of (minimum) \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and bodily damage; and Workers Compensation and Employers Liability Insurance as required by the Labor Code of the State of California.
7. As of July 1, 2014, all contractors bidding on this project are required to register with the Department of Industrial Relations (DIR) and to pay the required annual fee. Under California Labor Code section 1771.1, as amended by SB 854, unless registered with the DIR, a contractor may not bid, nor be listed as a subcontractor, for any bid proposal submitted for public works projects on or after March 1, 2015.

The Contractor will be required to submit certified payrolls during the course of this project. This project is subject to compliance enforcement and monitoring by the State of California DIR.

8. The City will pay the Contractor in current funds for the performance of the Contract on the basis of the completed work done at such time as are stated in the Specifications, and will otherwise fulfill its obligations thereunder.
9. All time limits stated in the Contract Documents are of the essence of this Agreement.
10. The statement of prevailing wages appearing in the Equipment Rental Rates and General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of said terms of said proposal conflicting herewith.
11. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.
12. If any action shall be brought by the City for the enforcement of any of the conditions, covenants or agreements herein the prevailing party shall recover reasonable attorney's fees.
13. The Contractor hereby agrees to defend, indemnify, and save harmless City, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, injury, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of Contractor, its officers, employees or agents in the performance of any services or work pursuant to this Contract.
14. The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require Contractor to indemnify City, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

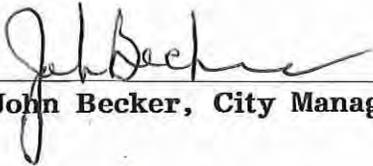
It shall be required under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

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

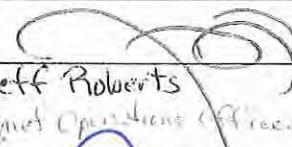
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF NEWARK  
a Municipal Corporation

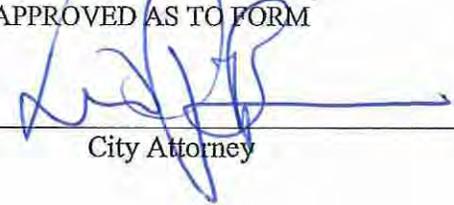
FOR THE CONTRACTOR:

By   
**John Becker, City Manager**

VSS International, Inc.

By   
Jeff Roberts  
Chief Operations Officer

ATTEST:  
  
City Clerk

APPROVED AS TO FORM  
  
City Attorney

## ACKNOWLEDGMENT

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

State of California  
County of Yolo )

On August 14, 2015 before me, John Koch, Notary  
(insert name and title of the officer)

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

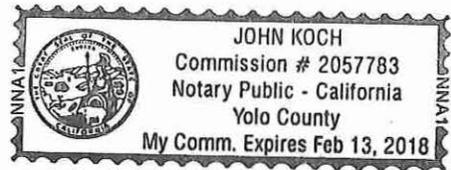
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





**DATE:** August 13, 2015  
**TO:** Terrence Grindall, Assistant City Manager  
**VIA:** Peggy Claassen, Public Works Director *pac*  
**FROM:** Sue Carey, Maintenance Supervisor  
**SUBJECT:** **Acceptance of completion of work for Tree Maintenance Services Project 1009C, with West Coast Arborist, Inc.**

**Background/Discussion** – On June 28, 2012 the City Council awarded a contract to West Coast Arborist, Inc., for providing Tree Maintenance Services. All work on this project is now complete.

Two additional years of work were included in the specifications and could be implemented upon mutual consent by the City and the contractor. Approval was granted and the contract was extended for the final year for Tree Maintenance Services Project 1009C. All work on this project is now complete.

**RECOMMENDATION** - It is recommended that the contract with West Coast Arborist, Inc., for **Tree Maintenance Services Project 1009C** be accepted, as all work is complete at this time.

**Pursuant to Newark Resolution No. 10,348, adopted April 23, 2015, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2015, I, John Becker, hereby authorize the acceptance of contract with West Coast Arborist, Inc. Tree Maintenance Service, Project 1009C.**

*Terrence Grindall*  
\_\_\_\_\_  
Terrence Grindall, Assistant City Manager  
For John Becker, City Manager

*Terrence Grindall*  
\_\_\_\_\_  
By  
*8-13-15*  
\_\_\_\_\_  
Date



**DATE:** August 20, 2015  
**TO:** John Becker, City Manager  
**VIA:** Peggy Claassen, Public Works Director *PAC*  
**FROM:** Tonya Connolly, Maintenance Supervisor  
**SUBJECT:** **Authorization to Purchase Two (2) Public Works Vehicles Using an Intergovernmental Procurement Process**

The Fiscal Year 2015/16 budget includes funding for the replacement of two vehicles currently used by the Engineering staff of the Public Works Department as a part of the Equipment Replacement Budget. This is the first phase of vehicle replacement for this fiscal year.

Your authorization is requested to participate in an intergovernmental procurement process for the purchase of two 2016 Ford Escape SE vehicles for Public Works.

An option to a formal bidding process is to enter into an intergovernmental procurement process (also known as a “piggyback”). The City would save the cost and time associated with the formal bid process but be able to be assured of competitive set prices established by another agency’s formal bidding process.

Upon completion of a formal bidding process, the State of California entered into a master contract and a procurement contract with Wondries Fleet Group for the purchase of vehicles. This contract is in effect through February 2, 2016, and includes a provision to allow other agencies to participate.

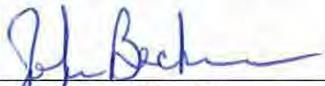
Based upon the State of California contract with Wondries Fleet Group, the vehicles will cost \$28,134.20 (all-wheel drive) and \$27,241.78 (front wheel drive) for a total of \$55,375.98. The cost does not include the outfitting which is estimated at \$3,100 for the all-wheel drive and \$600 for the front wheel drive for a total of \$3,700 to be contracted out through our APA vendor.

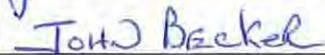
The competitive process used by the State of California has been reviewed by the Public Works Department and satisfies the City of Newark’s requirements for the proposed vehicle purchase. I recommend that an intergovernmental procurement process be used for the purchase of two 2016 Ford Escape SE vehicles in lieu of the City’s formal bid process.

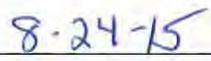


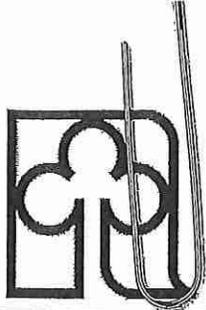
RECOMMENDATION:

Pursuant to Newark Resolution No. 10,348, adopted April 23, 2015, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2015, I, John Becker, as City Manager, hereby authorize the purchase of two 2016 Ford Escape SE vehicles from Wondries Fleet Group.

  
\_\_\_\_\_  
John Becker, City Manager

  
\_\_\_\_\_  
By

  
\_\_\_\_\_  
Date



**DATE:** July 21, 2015  
**TO:** Finance Director  
**VIA:** Peggy Claassen, *Department Head*  
**FROM:** Tonya Connolly, Maintenance Supervisor  
**SUBJECT:** Equipment Replacement Pre-purchase Authorization

This memo is to verify the available funding in the equipment replacement budget for the year 2015 - 2016 and authorize staff to move forward with the purchase process for **replacement of 1998 Jeep Utility Vehicle #153 for Engineering.**

This item ~~(is)~~ is not listed in the current budget document.

Details of Equipment for basis of estimate:

Item: 2016 SE 4x4 SUV

Brand: Ford Escape SE

General Specifications: **Vehicle 153 is approximately 17 years of age and has in excess of 100k miles; base cost of new vehicle delivered is \$28,134.20. Vehicle will be equipped with a light bar for safety purposes at a cost of \$2,500 installed and City logo for \$600.**

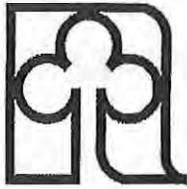
Equipment Replacement only covers for in-kind replacement; for upgrades, department must indicated the difference in cost and provide an account for the additional funds.

Estimated Unit Purchase Cost: **\$31,234.20**

- This purchase will be made by:
- Three (3) quotes if estimate is under \$10,000
  - Bid process
  - Sole Source justification
  - Piggyback on CA Public Agency
  - Established agreement such as APA

Approvals:

	Department Head	Finance Department
Total Request: <u>\$31,234.20</u>	<i>Peggy A. Claassen</i>	<i>SKW</i>
Account: <u>711-9710-7052</u>		



City of Newark

RECEIVED

JUL 30 2015

Initial: SK

MEMO

DATE: July 29, 2015  
 TO: Finance Director  
 VIA: Peggy Claassen, Department Head *Pae*  
 FROM: Tonya Connolly, Maintenance Supervisor *MC*  
 SUBJECT: Equipment Replacement Pre-purchase Authorization

This memo is to verify the available funding in the equipment replacement budget for the year 2015 - 2016 and authorize staff to move forward with the purchase process for **replacement of 1999 Chevrolet Malibu for Building Inspection.**

This item (is / is not) listed in the current budget document.

Details of Equipment for basis of estimate:

Item: 2016 SE 4x2 SUV

Brand: Ford Escape SE

General Specifications: **Vehicle 52 is approximately 16 years of age and has in excess of 82,211k miles; base cost of new vehicle delivered is \$27,241.78. Vehicle will be equipped with City logos for \$600.00.**

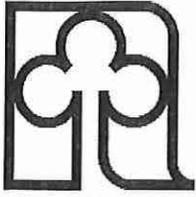
Equipment Replacement only covers for in-kind replacement; for upgrades, department must indicated the difference in cost and provide an account for the additional funds.

Estimated Unit Purchase Cost: **\$27,841.78**

- This purchase will be made by:
- Three (3) quotes if estimate is under \$10,000
  - Bid process
  - Sole Source justification
  - Piggyback on CA Public Agency
  - Established agreement such as APA

Approvals:

2016-4	Department Head	Finance Department
Total Request: <u>\$27,841.78</u>	<i>Peggy A. Claassen</i>	<i>SKW</i>
Account: <u>711-0000-7052-PW</u>		



**DATE:** August 25, 2015  
**TO:** John Becker, City Manager  
**FROM:** Peggy Claassen, Public Works Director *PCC*  
**SUBJECT:** **Award of Contract**  
Traffic Control for Newark Days Race and Parade 2015

Contractual services are needed to provide traffic control for the Newark Days Race & Parade to be held on September 19, 2015. After a competitive selection process, Public Works is recommending Cal Safety, Inc. of Fremont to provide the services for \$14,280. It is necessary to enter into an agreement at this time to secure the date for coverage for the event. The source of funding for traffic control will be covered through a cost sharing between Newark Days, Inc. and the Newark Betterment Corporation.

For many years the City provided Public Works staff on non-mandatory overtime to cover the traffic control requirements for the parade. Since budget cutbacks starting in 2010, this is no longer feasible. This will be the fifth year that traffic control for the event is being provided by an outside vendor.

Requests for Proposals (RFP) were issued to five licensed and qualified contractors to provide traffic control for the event. Two responsive proposals were submitted in response to the RFP:

Cal Safety, Inc.	\$ 14,280.00
D+M Traffic Services, Inc.	\$ 15,148.44

The lack of proposals for the services is not a total surprise. Many of the traffic control companies are subcontractors for both private and public construction projects. Construction activity continues to be strong through the fall. The traffic control device inventory therefore may not necessarily be readily available for a one day event. In addition, there are also other competing special events (e.g. races) that require traffic control that may be more profitable. The proposals are slightly above last year's traffic control costs for this event (\$13,580.00). The RFP did require increased staffing (a dedicated supervisor for the event) above what was provided last year.

The proposed cost includes placement and maintenance of a 4' high orange safety fence in the median of Cedar Boulevard to discourage jaywalking and enhance safety along the route as requested by the Newark Police Department.

The two proposals are competitive. Cal Safety, Inc. is highly recommended for their work for events at Danville's 4<sup>th</sup> of July parade, Castro Valley's Run to the Lake event, the Annual Mavericks Surfing Competition, the Devil Mountain Run and many projects for Caltrans, PG&E and other construction

companies; they also successfully provided traffic control for the 2013 and 2014 Newark Days events. They meet or exceed all of the requirements for providing the services. Cal Safety, Inc. will be required to provide all necessary insurance and obtain a City of Newark business license.

RECOMMENDATION:

Pursuant to Newark Resolution No. 10,348, adopted April 23, 2015, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2015, I, John Becker, as City Manager, hereby accept the proposal and award the contract for the **Newark Days Parade & Race – 2015 Traffic Control** to Cal Safety, Inc.



---

John Becker

City Manager

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By

8-27-15

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Date

## CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 26<sup>th</sup> day, of August, 2015, and between the CITY OF NEWARK, a municipal corporation and the General Law Class, State of California, hereinafter called the "CITY" and CAL SAFETY, INC., a California Corporation, hereinafter called the "CONTRACTOR":

### WITNESSETH:

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

1. That complete Contract includes all of the Contract Documents as if set forth in full herein, to wit: the Notice to Contractors, the Request for Proposals, the Proposal to the City of Newark, the Plans and Specifications, this Agreement, and all Addenda setting forth any modifications or interpretations of any of said documents.
2. The Contractor will furnish all materials and will perform all the work necessary to install and remove, complete in a good workmanlike and substantial manner and to the satisfaction of the Engineer, Special Event Traffic Control in accordance with that certain document headed:

### **REQUEST FOR PROPOSALS FOR NEWARK DAYS PARADE & RACE - 2015 TRAFFIC CONTROL**

and the Standard Specifications and Plans of the Department of Transportation, State of California, dated May 2006, and the California Manual on Uniform Traffic Control Devices (MUTCD), 2014 Edition.

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

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

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

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

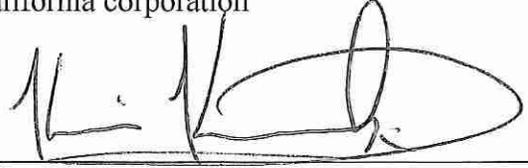
Approval of the insurance contracts does not relieve the Contractor or subcontractors from liability under this paragraph, including but not limited to the duty to indemnify City set forth herein. By execution of this Contract Contractor acknowledges and agrees that it has read and understands the provisions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

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

CITY OF NEWARK  
a municipal corporation

By   
City Manager

CAL SAFETY, INC.,  
a California corporation

By:   
Kevin Karrick, Vice President

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

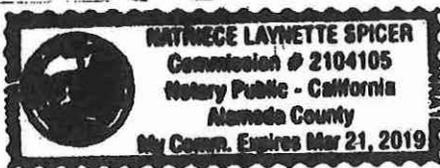
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  
CIVIL CODE § 1189**

State of California

County of Alameda

On August 24, 2015 before me, Natricee Laynette Spicer  
Date Name and Title of the Officer

personally appeared Kevin Gerard Karrick  
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature: Natricee Laynette Spicer  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Contractual Service Agreement Document Date: 8-24-15

Number of Pages: 2 Signer(s) Other Than Named Above: NONE

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Kevin Gerard Karrick

- Corporate Officer — Title(s): VP
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: Self

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**F.2 Approval of fiscal year 2015-2016 planned expenditures for the Used Oil Payment Program and corresponding approval to amend the 2014-2016 Biennial Budget – from Administrative Analyst Khuu-Seeman. (RESOLUTION)**

**Background/Discussion** – The Department of Resources and Recycling and Recovery (CalRecycle) administers the Used Oil Payment Program (OPP) throughout the State of California. The OPP provides opportunities for local governments/jurisdictions to receive funding for local used oil and used oil filter collection/recycling programs. The City of Newark has received OPP funding since 1995.

Per Resolution No. 9734, adopted on June 24, 2010, the Public Works Director, or his/her designee, is authorized and empowered to execute in the name of the City of Newark all documents, including but not limited to, applications, agreements, annual reports, including expenditure reports, and amendments necessary to secure payments from the OPP to support the City of Newark's Used Oil Collection Program.

Used oil collection programs funded by the OPP must provide at least one of the following: ensuring there is at least one Certified Used Oil Collection Center for every 100,000 residents not served by curbside collection, and, providing used oil curbside collection at least once a month. Additionally, recipients of OPP funding must have a public education component that informs the public of locally available used oil recycling opportunities.

The City of Newark currently has seven Certified Used Oil Collection Centers throughout the City, and provides used oil curbside collection through Republic Services. Republic drivers deliver new motor oil and filter recovery kits upon request, and residents are able to recycle used motor oil by placing the oil next to his/her recycling cart on collection day.

In regards to the public education component of the grant, City of Newark staff work at approximately four community events per year, staffing a booth to promote awareness of the program, and encouraging residents to recycle used oil by providing free used oil recycling kits. Examples of community events staff has attended include: SummerFest, Newark Days, Family Day, and the Tri-City Auto Show.

In April 2015, the City of Newark received \$12,292 in OPP funding from CalRecycle for the latest funding cycle. All expenditures using OPP funding must be for the purposes of establishing and maintaining a used oil program. Anticipated expenditures for fiscal year 2015-2016 will continue to be similar to expenditures from past fiscal years, and may include, but are not limited to, expenses for: used oil kit components (drain pans, funnels, rags, and a map of Newark's Certified Collection Centers), advertising to promote awareness of the program, training, and staff time. All anticipated expenditures are eligible costs under the program guidelines.

**Attachment**

**Action** - It is recommended that the City Council, by resolution, approve: 1) the fiscal year 2015-2016 planned expenditures for the City of Newark's Used Oil Collection Program, and 2) an amendment to the 2014-2016 Biennial Budget.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING: 1) THE FISCAL YEAR 2015-2016 PLANNED EXPENDITURES FOR THE CITY OF NEWARK'S USED OIL COLLECTION PROGRAM, AND 2) AN AMENDMENT TO THE 2014-2016 BIENNIAL BUDGET.

WHEREAS, the City of Newark has been a Used Oil Payment Program (OPP) funding recipient since 1995; and

WHEREAS, all expenditures using OPP funding must be for the purposes of establishing and maintaining a used oil program and must follow program guidelines for eligible costs; and

WHEREAS, funds for each OPP cycle must be expended or returned to CalRecycle at the end of each cycle; and

WHEREAS, funding in the amount of \$12,292 (twelve-thousand, two-hundred, and ninety-two dollars) was awarded to the City of Newark as part of funding cycle OPP5, which runs through June 30, 2016; and

WHEREAS, anticipated expenditures for fiscal year 2015-2016 may include, but are not limited to, expenses for: used oil kit components, advertising, training, and staff time; and

WHEREAS, all anticipated fiscal year 2015-2016 expenditures are eligible costs under the program guidelines;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark authorizes the planned fiscal year 2015-2016 Used Oil Collection Program expenditures; and

BE IT FURTHER RESOLVED that the 2014-2016 Biennial Budget is amended as follows:

From Account:	109-0000-3490-F06 (OPP Funding)	\$12,292
To Account:	109-1041-5280-F06 (OPP Expenditures)	\$12,292

**F.3 Approval of an Amendment to Resolution No. 3513 to Revise Rule X, Section 4 of the Personnel Rules and Regulations by Granting Approval Authority for Unpaid Employee Leaves to the City Manager – from Human Resources Director Abe.**  
**(RESOLUTION)**

**Background/Discussion** – The Personnel Rules and Regulations govern the approval process for employee leave of absence without pay. In accordance with existing rules, the City Manager may approve unpaid leaves for up to two months beyond protected leaves including Military Leave (USERRA), the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL). Unpaid employee leaves from two to twelve months beyond protected leaves currently require City Council approval.

The proposed amendment revises and updates the approval process for employee leaves as summarized below:

- Grants authority to the City Manager for approving unpaid employee leaves up to one year beyond protected leaves.
- Specifies compliance with protected leaves including USERRA, FMLA, CFRA, and PDL.
- Continues the employee option to request the retention of up one week of vacation, general and/or compensatory time accumulation for use after returning from leave.

**Attachment**

**Action** - It is recommended that the City Council, by resolution, amend Resolution No. 3515 to revise Rule X, Section 4 of the Personnel Rules and Regulations by granting approval authority for unpaid employee leaves to the City Manager.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AMENDING RESOLUTION NO. 3513 TO REVISE  
RULE X, SECTION 4 OF THE PERSONNEL RULES AND  
REGULATIONS BY GRANTING APPROVAL AUTHORITY  
FOR UNPAID EMPLOYEE LEAVES TO THE CITY  
MANAGER

WHEREAS, the Personnel Rules and Regulations govern the approval process for employee leave of absence without pay; and

WHEREAS, the Personnel Rules and Regulations have historically required City Council approval to authorize such leaves beyond two months, and

WHEREAS, it is desired to grant this existing administrative authority to the City Manager, it is recommended that Rule X, Section 4 of the Personnel Rules and Regulations be revised to read as follows (additions in **bold**, deletions in strike through):

Leaves of absence without pay may be granted as follows:

- (a) **Human Resources will grant leaves of absence without pay upon the request of eligible employees in accordance with mandated protected leaves including Military Leave (USERRA), Pregnancy Disability Leave (PDL), the Family and Medical Leave Act (FMLA), and the California Family Rights Act (CFRA).**
- (b) **Human Resources** ~~The Personnel Officer shall~~ **will** grant maternity leave **with and/or** without pay for up to **a total of** nine months in duration **(including time covered by protected leaves)** when the employee applies for such leave stating the intention to return to work and provides appropriate medical certification verifying the pregnancy. **The nine months of maternity leave includes time off during PDL, FMLA, and CFRA and is not in addition to covered protected leave time.**
- (c) Department heads may grant unprotected leaves of absence without pay upon the request of the employee for any purpose not contrary to the best interest of the City where such leave does not adversely affect the needs of ~~the~~ **City** services, does not extend for more than seven consecutive calendar days, and does not occur in frequency more than twice in any calendar year.
- (d) **The City Manager** ~~City Council~~ may grant a leave of absence upon request of the employee and with the recommendation of the **Department Head** ~~Personnel Officer~~ to extend up to one year **beyond protected leaves, on the finding that** ~~where~~ such leave would not unduly affect the needs of City ~~the~~ services, and that such leave would be of benefit to the City.
- (e) **Employees may request to keep a combined total of one week (up to forty hours depending on work schedule) of vacation/general leave and/or compensatory**

**time off (CTO) subject to department head approval. The request must be made when requesting a leave of absence without pay for use after returning from leave.**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark approves an amendment to Resolution No. 3513 to revise Rule X, Section 4 of the Personnel Rules and Regulations by granting approval authority for unpaid employee leaves to the City Manager.

**F.4 Approval of Tentative Parcel Map 10391 for a proposed four-parcel division of land on the west side of unimproved Hickory Street near the western terminus of Enterprise Drive - from Assistant City Engineer Fajeau. (RESOLUTION)**

**Background/Discussion** – Carlson, Barbee & Gibson, Inc., on behalf of Dumbarton Area 2, LLC (property owner), has submitted Tentative Parcel Map 10391 for a proposed four-parcel division of land on the west side of Hickory Street near the western terminus of Enterprise Drive. The subject property was created as Parcel 1 of Parcel Map 9837, for which a tentative parcel map was approved by the City Council on March 26, 2009. The 54.53-acre site lies entirely within the Dumbarton Transit Oriented Development (TOD) Specific Plan Area with a current zoning designation of MT-1, High Technology Park District. The General Plan Land Use Designations include Low-Medium Density Residential, Medium Density Residential, High Density Residential, and Conservation/Open Space.

The primary purpose of the proposed land division is to create a 6.00-acre parcel for future donation to an environmental organization. This “donation parcel” is shown as proposed Parcel 4 on the tentative parcel map. City approval of the tentative parcel map and a record parcel map would result in a division of land only. No development is proposed at this time. Parcels 1, 2 and 3 of the tentative parcel map may be proposed for residential development in the future, subject to a full discretionary review by the City and required conformance with the previously adopted Dumbarton TOD Specific Plan and Form Based Code (Newark Municipal Code Chapter 17.37). These additional parcels are proposed as shown on the tentative parcel map for future financing and/or conveyance purposes associated with potential site development.

Pursuant to the Newark Subdivision Ordinance, the Public Works Director acts as the advisory agency for tentative parcel maps. This map is categorically exempt under the California Environmental Quality Act (CEQA), Article 19, Section 15315 “Minor Land Divisions.” A Notice of Exemption can be filed by staff following City Council action on the tentative parcel map.

**Attachment**

**Action** - It is recommended that the City Council, by resolution, approve Tentative Parcel Map 10391 for a proposed four-parcel division of land on the west side of unimproved Hickory Street near the western terminus of Enterprise Drive.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK APPROVING TENTATIVE PARCEL MAP 10391  
FOR A PROPOSED FOUR-PARCEL DIVISION OF LAND  
ON THE WEST SIDE OF UNIMPROVED HICKORY  
STREET NEAR THE WESTERN TERMINUS OF  
ENTERPRISE DRIVE

WHEREAS, Carlson, Barbee & Gibson, Inc. on behalf of Dumbarton Area 2, LLC, has submitted Tentative Parcel Map 10391 to the City Council of the City of Newark for a proposed four-parcel division of land in a MT-1, High Tech Park District, located on the west side of unimproved Hickory Street near the western terminus of Enterprise Drive.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve Tentative Parcel Map 10391, as shown on Exhibit A, as annotated and made a part hereof by reference, subject to the following conditions:

- a. Prior to the issuance of any building or grading permits for any proposed work on the properties within the exterior boundary of this map, the developer and/or property owner shall obtain written approval from any and all public agencies or utilities with jurisdictional authority, as determined by the City Engineer. Any future development, including any proposed project phasing, is subject to approval of the City of Newark through review and approval of a tentative tract map and final map.
- b. The parcels within the exterior boundary of this map are subject to the State of California National Pollutant Discharge Elimination System (NPDES) Program General Permit for Storm Water Discharges Associated with Construction Activity. Prior to issuance of a grading permit or a building permit, the developer needs to provide evidence that the proposed site development work is covered by said General Permit for Construction Activity. This will require confirmation that a Notice of Intent (NOI) and the applicable fee were received by the State Water Resources Control Board and the submittal of the required Stormwater Pollution Prevention Plan (SWPPP). In addition the grading plans need to state: "All grading work shall be done in accordance with the Storm Water Pollution Prevention Plan prepared by the developer pursuant to the Notice of Intent on file with the State Water Resources Control Board."
- c. Prior to the issuance of the initial grading or any building permits for any properties within the exterior boundary of this map, the developer shall submit a Stormwater Pollution Prevention Plan (SWPPP) for the review and approval of the City Engineer. The plan shall include sufficient details to show how storm water quality will be protected during both: (1) the construction phase of the project and (2) the post-construction, operational phase of the project. The SWPPP shall be prepared by a Qualified SWPPP Developer (QSD) in the State of California. The construction phase plan shall include Best Management Practices from the California Storm Water Quality Best Management Practices Handbook for Construction Activities. The specific storm

water pollution prevention measures to be maintained by the contractor shall be printed on the plans. The operational phase plan shall include Best Management Practices appropriate to the uses conducted on the site to effectively prohibit the entry of pollutants into stormwater runoff from the project site including, but not limited to, low impact development stormwater treatment measures, trash and litter control, pavement sweeping, periodic storm water inlet cleaning, landscape controls for fertilizer and pesticide applications, labeling of storm water inlets with a permanent thermoplastic stencil with the wording "No Dumping - Drains to Bay," and other applicable practices.

- d. Any future development within the exterior boundary of the tentative parcel map must be designed to include appropriate source control, site design, and stormwater treatment measures to prevent stormwater runoff pollutant discharges and increases in runoff flows from the site in accordance with Provision C.3 of the Municipal Regional Stormwater NPDES Permit (MRP), Order R2-2009-0074, revised November 28, 2011, issued to the City of Newark by the Regional Water Quality Control Board (RWQCB), San Francisco Bay Region. Examples of source control and site design requirements include, but are not limited to: properly designed trash storage areas, sanitary sewer connections for all non-stormwater discharges, minimization of impervious surfaces, and treatment of all runoff with Low Impact Development (LID) treatment measures. A properly engineered and maintained biotreatment system will only be allowed if it is infeasible to implement other LID measures such as harvesting and re-use, infiltration, or evapotranspiration. The stormwater treatment design shall be completed by a licensed civil engineer with sufficient experience in stormwater quality analysis and design. The use of treatment controls for runoff requires the submittal of a completed Stormwater Treatment Measures Maintenance Agreement prior to the approval of any final maps.
- e. Prior to the issuance of any grading permits for the subdivided properties within the exterior boundary of this map, the property owner shall submit detailed grading and drainage plans for review and approval by the City Engineer and the Alameda County Flood Control and Water Conservation District. These plans must be based upon a City benchmark and need to include pad and finish floor elevations of any proposed structures, proposed on-site property grades, proposed elevations at property line, and sufficient elevations on all adjacent properties to show existing and proposed drainage patterns. The property owner shall ensure that all upstream drainage is not blocked and that no ponding is created by this development. Any construction necessary to ensure this shall be the property owner's responsibility. Surface drainage easements for the mutual benefit of all proposed parcels within the exterior map boundary shall be reserved with the record parcel map to accommodate all existing drainage patterns.
- f. Where a grade differential of more than 1 foot is created along the boundary lot lines between the proposed subdivided properties and adjacent property, the property owner shall install a masonry retaining wall, unless a slope easement is approved by the City Engineer. Said retaining wall shall be subject to review and approval of the City Engineer. A grading permit is required by the Building Inspection Division prior to starting site grading work.

- g. All applicable conditions of approval for Tentative Parcel Map 9837 under City Council Resolution No. 9568 apply to this tentative parcel map.
- h. If any condition of this tentative parcel map be declared invalid or unenforceable by a court of competent jurisdiction, this tentative parcel map shall terminate and be of no force and effect, at the election of the City Council on motion.
- i. 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 approval granted herein or any California Environmental Quality Act determinations related thereto.
- j. The Conditions of Project Approval set forth herein include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and other exactions. The developer is hereby further notified that the 90-day approval period in which the developer may protest these fees, dedications, reservations and other exactions, pursuant to Government Code Section 66020(a), has begun. If the developer fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the developer will be legally barred from later challenging such exactions.



**F.5 Amendment of Purchasing Rules and Regulations - from Administrative Services Director Woodstock. (RESOLUTION)**

**Background/Discussion** – In 1995, the City Council adopted Resolution No. 7053 amending the Purchasing Rules and Regulations pursuant to Ordinance No. 142. Minor revisions were made in 1997, 2011 and 2013. The current Purchasing Rules and Regulations need changes that will improve the efficiency of the product and service procurement and clarify the procedures and processes.

The recommended changes are as follows:

- Add processes for awarding of professional service contracts including guidance regarding request for proposals and qualifications. This will provide staff information on the procedures required to procure services.
- Add “Schedule of Purchasing Authority and Authorizations to Sign City Contracts and Claims” which assigns who may sign contracts, agreements and claims and the purchasing authority amount. This schedule identifies signing authority and dollar amount for typical contracts, agreements and settlements. All contracts, agreements and claims that can be authorized at a staff level must have adequate budget available for the project.
- Add a Public Works contract section which references that these contracts are regulated by the California Public Contracts Code. State code mandates that specific procedures be followed for public works projects.
- Eliminate the requirement for open market bids for single item purchases of under \$500. The process of obtaining three bids for items under \$500 is very time consuming and typically results in minimal or no savings.
- Minor clarifications to the procedures and processes.

**Attachment**

**Action** - It is recommended that the City Council, by resolution, adopt the Purchasing Rules and Regulation pursuant to Ordinance No. 142.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK ADOPTING PURCHASING RULES AND  
REGULATIONS PURSUANT TO ORDINANCE NO. 142

BE IT HEREBY RESOLVED THAT, in accordance with Ordinance No. 142, entitled "The Purchasing Ordinance," the City Council of the City of Newark adopts the following purchasing rules and regulations:

SECTION 1. PURCHASING PROCEDURE

All purchases of supplies ~~and~~, equipment and services shall be pursuant to the procedures specified in this resolution.

SECTION 2. FORMAL BIDDING PROCEDURES

Purchases and contracts for supplies and equipment with an estimated value greater than \$10,000 shall be by the formal bidding procedure as follows:

a. Notice Inviting Bids. Notices inviting bids shall include a general description of the articles to be purchased, shall state where bid blanks and specifications may be secured, shall state the time and place for opening bids, shall be published at least ten (10) calendar days before the date of opening, ~~and shall be published at least once in a newspaper of general circulation in the City on~~ the City's website.

b. Bidder's Security. When deemed necessary, a bidder's security may be prescribed by the Purchasing Officer. Bidders shall be entitled to return of their security with the exception that a successful bidder forfeits the bid security upon refusal or failure to execute a contract within ten (10) calendar days after the notice of award of contract has been mailed. The City Council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest responsible bidder.

c. Bid Opening Procedure. Sealed bids shall be submitted to the Office of the City Clerk and shall be identified as bids on the envelope. Bids shall be opened in public at the time and place stated in the public notice. A tabulation of all bids received shall be open for public inspection during regular business hours for a period of not less than thirty (30) calendar days after the bid opening.

d. Rejection of Bids. In its discretion, the City Council may reject any and all bids presented and re-advertise for bids.

e. Award of Contracts. Contracts shall be awarded ~~by the City Council~~ to the responsible bidder representing the lowest total cost, net of the value of the sales tax which the City would receive as a result of the sale, except as otherwise provided herein.

f. Tie Bids. If two or more bids received are for the same total amount or unit price, quality and service being equal, the City ~~Council~~ may accept the one it chooses.

g. Performance Bonds. The City Council shall have the authority to require a performance bond before entering a contract in such amount as it shall find reasonably necessary to protect the best interest of the City. If the City Council requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.

### SECTION 3. OPEN MARKET PROCEDURE

All purchases of supplies and equipment with an estimated value of \$10,000 or less may be made in the open market without observing the procedures prescribed in the formal bidding procedure.

a. Minimum Number of Quotations. All open market purchases shall, whenever possible, be based on at least three (3) competitive quotations and shall be awarded to the responsible bidder representing the lowest total cost.

b. Records Maintained. ~~The Purchasing Officer~~ Each department shall keep the record of all open market orders and the quotations submitted in competition thereon, and such records shall be open to public inspection.

### SECTION 4. PROFESSIONAL SERVICES

All purchases of professional services with an estimated value of \$10,000 or less may be made based on qualifications and negotiated price without a formal process. Sufficient documentation needs to be kept to demonstrate evaluation of qualifications.

a. Professional Services for architecture, landscape architecture, engineering, environmental services, land surveying or construction project management shall be obtained through a Request for Proposal (RFP) process. These contracts shall be awarded based on an RFP to determine the most highly qualified to provide the services as required in accordance with Government Code Sections 4525-4529.

b. Special Professional Services for attorneys, financial advisors or other specialized services not included above can be awarded with a RFP process, a Request for Qualifications (RFQ) process or without a competitive process depending on which

process best fits the needed service. Regardless of the process, these shall be based on qualifications and a negotiated price. Specialized Professional Services are usually needed when the city does not have the personnel resources to perform the services required.

e. An RFP is appropriate when the proposed project has sufficient specifications that a consultant can provide pricing based on those written specifications. An RFP will require detailed pricing to be submitted for the project.

An RFQ is appropriate when the proposed project has broad specifications subject to multiple approaches, many types of consultants might be interested or there is expectation that the specifications will need to be refined during the selection process. An RFQ requires general fees and fee schedules with estimated hours to be submitted for the project.

Any RFP and the RFQ shall include the following information:

1. Specification that describe the service for the expected scope of work.
2. Proposal submittal date.
3. The selection criteria.
4. The selection process with estimated dates.
5. Pricing information.
6. Insurance requirements.
7. Business license requirements.
8. Sample Consultant Services Agreement.

The RFP or RFQ shall be distributed to interested firms, posted on the City's webpage and posted at other sources where qualified consultants can be attracted.

If questions will be answered during the process, the RFP or RFQ shall include the question and answer process to ensure the all potential proposers have the same information. The RFP/RFQ can include a date for when questions will be accepted then addendum to the RFP or RFQ will be prepared to answer the question and that addendum will be posted in the same manner as the original documents at least 3 days prior to the submittal date.

The evaluation process will generally be based on the following criteria:

1. Professional experience and qualifications.
2. Satisfaction of previous clients.
3. Project scheduling and consultant availability.
4. Evidence of success with similar projects.

5. Ability to address all project requirements.
6. Fees
7. Other needs specific to the proposed project.

#### SECTION 5. PUBLIC WORKS PROJECTS

When the expenditure required for a public works project exceeds five thousand (\$5,000), it shall be contracted for and let to the lowest responsible bidder after notice, in accordance with requirements of Article 4 of the California Public Contract Code and other such applicable law.

As used in this section, "public works project" shall mean:

1. A project for the erection , improvement, painting or repair of public buildings and works;
2. Work in or about streams, bays, waterfronts, embankments, or other work for protection against overflow;
3. Street or sewer work except maintenance or repair;
- 4.—Furnishing supplies and material for any such project, including maintenance or repair of streets or sewers.

#### SECTION 46. EMERGENCY PURCHASES

In case of actual emergencies, with the approval of the Purchasing Officer, the head of any using Group /Department may purchase any supplies or equipment whose immediate procurement is essential to prevent delays which may vitally affect the life, health, or convenience of citizens. A written justification shall be filed with the Purchasing Officer for all such purchases within three (3) calendar days of the date of purchase. In situations that are not actual emergencies, the City Council may authorize specific exceptions to the formal bidding process by malting a finding by motion, that an alternate process for the proposed purchase will result in a significant cost savings.

#### SECTION 57. INSPECTION AND TESTING

The Purchasing Officer shall implement procedures designed to inspect supplies and equipment delivered to determine their conformance with the specifications set forth in the order or contract.

The Purchasing Officer shall have authority to require chemical and physical tests of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with specifications.

#### SECTION ~~68~~. ANNUAL PURCHASE ~~ORDER-AGREEMENTS CONTRACTS~~

A special type of contract "Annual Purchase ~~Order-Contract Agreement~~" may be used whereby the City does not obligate itself to purchase or to accept a commodity but furnishes the vendor with an estimate of its probable needs as a guide to the amount that may be purchased. The price may be established for the period of the agreement or may be stated as a fixed discount from an ascertainable amount. An annual purchase ~~order-contract agreement~~ shall not extend beyond the life of one fiscal year, unless approved for renewal by the City Manager. ~~The total estimate for each agreement must be within the City's Manager's approving authority, as outline in Section 14, and the department must have available budgeted funds for the estimate. Council during their review, and shall be submitted for the review of the City Council at least thirty (30) calendar days prior to awarding the contract. If after seven (7) days from the time of submittal no member of the City Council objects to a given "A.P.O. Contract," the contract shall be awarded.~~

#### SECTION ~~79~~. SURPLUS SUPPLIES AND EQUIPMENT

Groups /Departments shall submit to the Purchasing Officer at such times and in such form as prescribed reports showing all supplies and equipment which are no longer used or which have become obsolete or worn out.

#### SECTION ~~810~~. EXEMPTIONS

~~a. Whenever Federal or State regulations require different purchasing procedures and for those items purchased through other governmental agencies, the provisions of this resolution do not apply.~~

#### SECTION ~~9~~. ~~SINGLE-SOURCE EXEMPTION~~

~~b. Single Source Exemption: The provisions of this resolution in regard to formal bidding procedures shall not apply in the event that the City Council, by resolution, finds and declares that:~~

1. Formal bids would work an incongruity and would be unavailing in affecting the final results; and
2. Formal bids would not produce any advantage to the City; or,

3. It is practically impossible to obtain what is required through the formal bidding process; or,

4. The product sought or a significant portion thereof is the subject of a patent and cannot be purchased from any source other than the holder of the patent.

e. ~~Small Purchase Exemption~~

Single item purchases of supplies and equipment of \$500 or less may be made in the open market without observing the procedures prescribed in the formal bidding and open market procedures sections. If multiple numbers of the same item are being purchased, the total must remain less than \$500 to qualify for this exemption.

SECTION ~~40~~11. OTHER GOVERNMENTAL PURCHASING AGREEMENT

The Purchasing Officer may, when offered, procure goods and services off of certified bid lists from other governmental agencies.

SECTION ~~41~~12. REPEAL

Resolution Numberse. ~~5456~~ 7053, 7449, , 9816 and 10,016 are hereby repealed.

SECTION ~~42~~13. Acquisition of Equipment with Specialized Services

Both the formal bidding procedure and the open-market procedure may be dispensed with for contracts involving the acquisition and/or installation of equipment, intellectual property or other tangible products (collectively referred to as “products”) and the retention of specialized services, such as consulting, training, installing, maintain or servicing the products. A modified procedure for the specialized contract must be approved by the Purchasing Officer.

SECTION 14. Schedule of Purchasing Authority and Authorization to Sign City Contracts and Claims

All limits apply only when budgeted funds are available. Items without a budget must be approved by the City Council.

	<u>Contracts for Public Works Projects</u>		
	<u>Under \$5000</u>	<u>\$5000 to \$50,000</u>	<u>Over \$50,000</u>
<u>Construction or Improvement of Public Structures, Roads, Grounds, City Building and Facilities, etc.</u>	<u>Dept Head - Quotes</u>	<u>City Manager - Formal Bid</u>	<u>City Council - Formal Bid</u>
	<u>Other Purchasing/Service Contracts and Claims</u>		
	<u>Up to \$10,000</u>	<u>\$10,000 to \$50,000</u>	<u>Over \$50,000</u>
<u>Purchase of Supplies, equipment or services</u>	<u>Dept Head - Quotes</u>	<u>City Manager - Formal Bid</u>	<u>City Council - Formal Bid</u>
<u>Professional Services- Per SECTION 4 of Purchasing Rules and Regulations</u>	<u>Dept Head – RFP/RFQ</u>	<u>City Manager - RFP/RFQ</u>	<u>City Council – RFP/RFQ</u>
<u>Special Professional Services – Per SECTION 4 of Purchasing Rules and Regulation</u>	<u>Dept Head – RFP/RFQ/Qualifications</u>	<u>City Manager - RFP/RFQ/Qualifications</u>	<u>City Council – RFP/RFQ/Qualifications</u>
<u>Collective Value of Contract Amendments, Task Orders, Change Orders. (Unless otherwise noted in the Contract/Agreement)</u>	<u>Dept Head</u>	<u>City Manager</u>	<u>City Council</u>
<u>Legal Fees</u>	<u>City Attorney</u>	<u>City Manager</u>	<u>City Manager</u>
<u>Claim Settlement Authority – Workers Compensation</u>	<u>City Manager – up to \$25,000</u>		<u>City Council</u>
<u>Claim Settlement Authority – General Liability Claims</u>	<u>City Attorney/ City Manager</u>	<u>City Council</u>	<u>City Council</u>
<u>Recreation Contracts</u>	<u>Dept Head</u>	<u>City Manager</u>	<u>City Council</u>
<u>All other Contracts, Agreements, Leases, Joint Power Authorities, etc.</u>	<u>City Council</u>	<u>City Council</u>	<u>City Council</u>
<u>Purchase of Utility Services</u>	<u>City Manager</u>	<u>City Manager</u>	<u>City Manager</u>

**F.6 Review and approval of the Greater NewPark Master Plan – from Assistant City Manager Grindall. (MOTION)**

**Background/Discussion** – A planning process for the NewPark Mall area began in 2012. At that time, the mall and the surrounding mall area was in severe decline and there was little attention to the problem by the mall owner: Rouse Properties. Soon after the Greater NewPark Master Plan process began, the mall’s owners began negotiations in earnest with the City on a major renovation of the mall. While those negotiations were underway, the Greater NewPark Master Plan work was suspended. Ultimately, a landmark agreement was reached between the City and Rouse Properties on a partnership for a massive renovation project-including a new theater, new restaurants, and new retailers. The renovation project is now under construction and its first phase is expected to be completed late this year. After the mall renovation began, the Greater NewPark Master Plan effort was refocused to reflect the improved outlook for the Mall and to direct attention to the parcels that surround the mall as well as on a longer term vision for the area. The result of this refocused effort has now been completed.

The purpose of the Greater NewPark Master Plan is to put in place a community-supported vision for an economically feasible transformation of the mall area that will support the ongoing mall renovation, catalyze and guide new investment, and serve as the framework for future implementing measures. The key elements of the Vision embodied in the Master Plan are:

- The revitalization of the properties that surround the mall with hotels, regional serving retail, and modern mixed use development.
- Improvements in infrastructure, particularly pedestrian and bicycle access and mall entrances.
- The potential creation of a “New Park Commons” a place for public events such as farmers markets, craft fairs, and concerts.
- The long term transformation of the Mall Loop Road into “NewPark Boulevard” a vibrant corridor marked by dynamic retail, jobs, and housing.

It is important to note that this document is intended as a long term vision - the buildings and roadways that are shown are illustrative and highly conceptual. They have not been proposed by the property owners nor received City approval. Before any such buildings were built, there would be further study, community input, as well as Planning Commission and City Council review. The Master Plan document would be used as a guide to evaluate future proposals to assure the orderly development of the Greater NewPark Mall and to guide its transformation into the premier shopping and entertainment district in the Tri-City area.

On July 28, 2015 the Planning Commission reviewed the Greater NewPark Master Plan and recommended that the City Council approve it. In their motion the Commission recommended that the Plan be modified to indicate that the NewPark Commons, if feasible, be large enough to accommodate the Summer Concert Series, farmers market and other community events. The Plan has been modified on page 34 to address this direction.

**Attachment**

**Action** - It is recommended that the City Council review the Greater NewPark Master Plan, hear from the public, and by motion, approve the Greater NewPark Master Plan.



*City of Newark*  
**Greater NewPark Masterplan**

**City Council Review Draft**

# July 2015

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Sprawl Repair District  
Revitalization  
Corridor Restructuring  
Community Visioning  
Streetscape Design  
Public Realm Design

specific plans  
form based codes  
web based codes  
streetscape design  
public realm design  
site masterplans  
revitalization strategies  
design guidelines  
design review  
sustainability planning  
charrettes

From: Ian Ross

Re: Greater NewPark Masterplan

On behalf of the City Design Collective project team, I am pleased to present the following masterplan to guide redevelopment of Greater NewPark in accordance with the City's vision.

Chapters 1 and 2 include a review of existing conditions and the public planning process followed by a vision for the future of Greater NewPark and specific goals and strategies intended to attract and support desired new investment. Chapter 3 illustrates one possible development strategy, coordinating public and private investments to realize long-term economic growth.

Best regards,



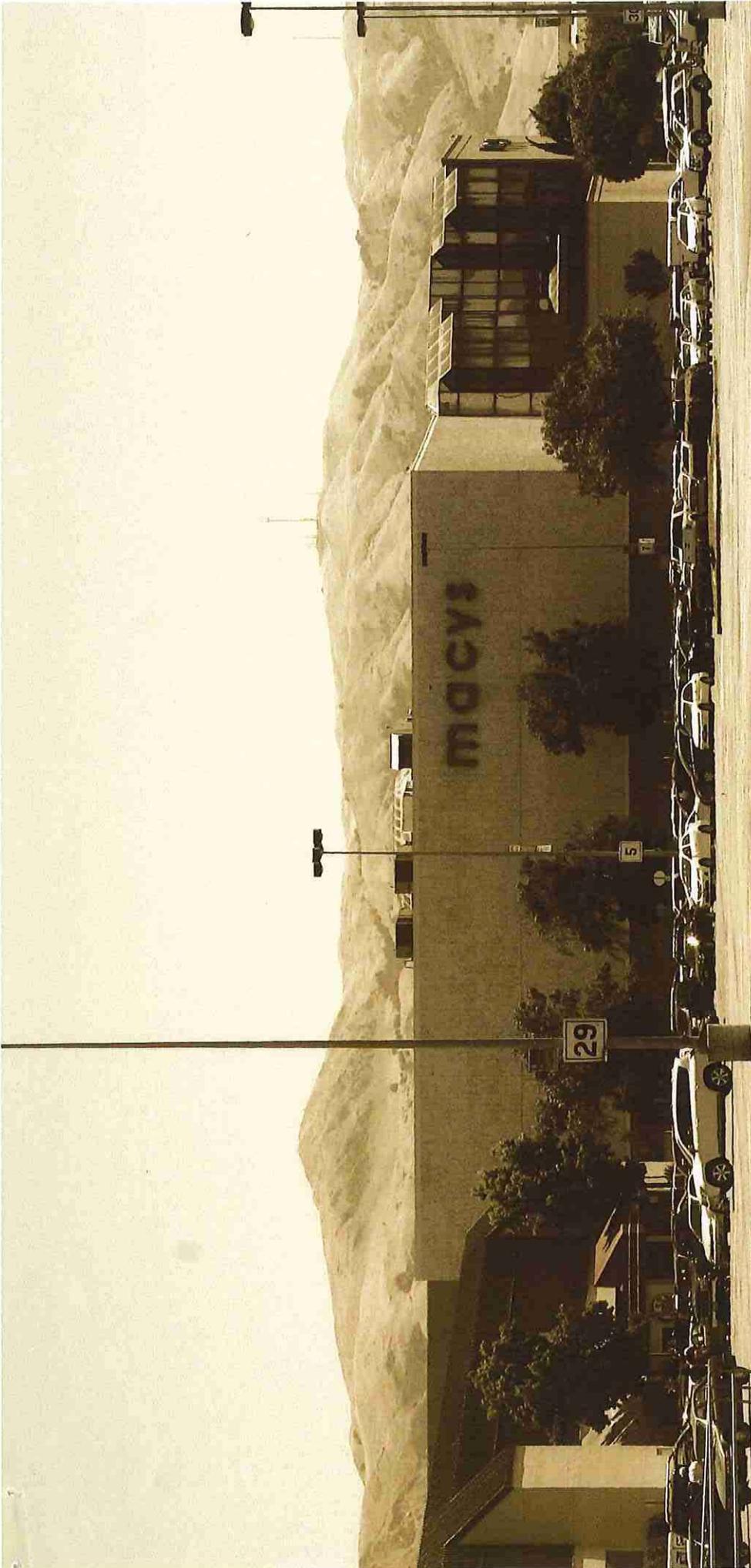
Ian Ross  
Principal  
City Design Collective



# Greater NewPark Masterplan

Vibrant, Diverse, Magnetic

August 2015



This Plan was produced by City Design Collective  
in collaboration with Economic & Planning Systems and Hexagon Transportation



Economic  
& Planning  
Systems



Aperture  
Consulting



EMC  
Planning  
Group, Inc



Hexagon  
Transportation  
Consultants, Inc.



# CONTENTS

## 1. Introduction

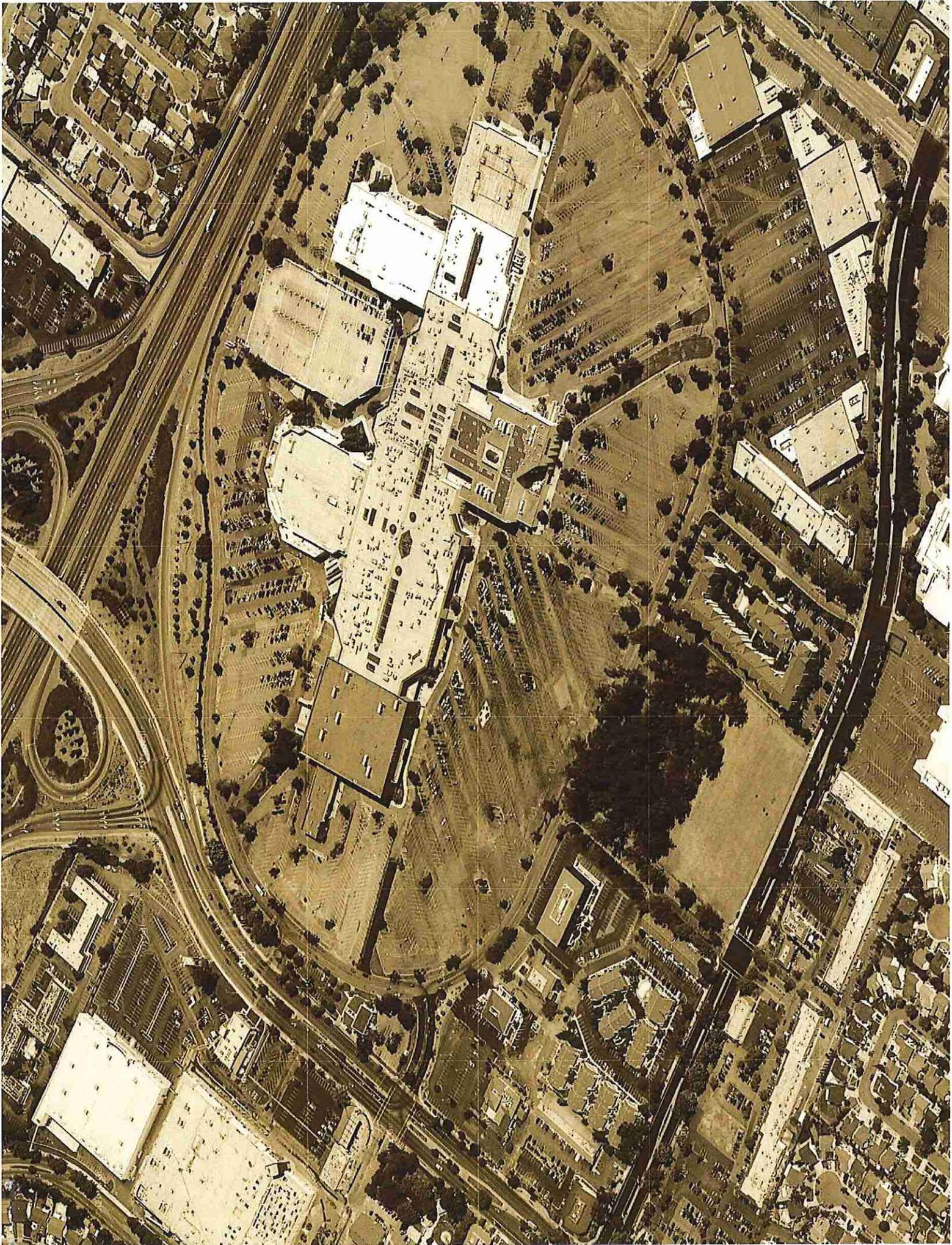
- Overview
- Urban Design Context
- Transportation Analysis
- Public Process

## 2. Future of Greater NewPark

- Vision
- Key Elements
  - Land Use Strategy
  - Entry, Access, & Circulation
  - Street and Block Network
  - NewPark Commons
  - Development Concepts

## 3. Implementing Strategies

- Investment Sequence
- Public Sector Actions
- Private Sector Actions





# 1. INTRODUCTION

1.1 Overview

1.2 Urban Design Context

1.3 Transportation Analysis

1.4 Planning Process

# Introduction

## 1.1 Overview

### Purpose

The purpose of the Greater NewPark Masterplan is to put in place a community-supported vision for an economically feasible transformation of the project area that will support the ongoing repositioning of the mall, catalyze and guide new investment, and serve as the framework for future implementing measures. Arguably one of the City's most valuable and most underutilized sites, the project presents a once-in-a-generation opportunity to envision and enable a vibrant regional commercial center comprised of significant new retail, entertainment, lodging, and complementary office and residential uses that are well connected to their surroundings, and anchored by the existing mall.

### Key Elements Supported by the Community

In accordance with the community's vision, all new development in the plan area shall embrace an ethos of livability, will enhance walkability, and will support transit ridership in support of long term economic, social, and environmental prosperity.



Project Area



The project area is strategically positioned along Hwy 880 South and at the eastern terminus of the Dumbarton Bridge where it is easily accessible to residents, visitors, and employees of the east bay, south bay, and Silicon Valley.

# Introduction

## Citywide Development Goals

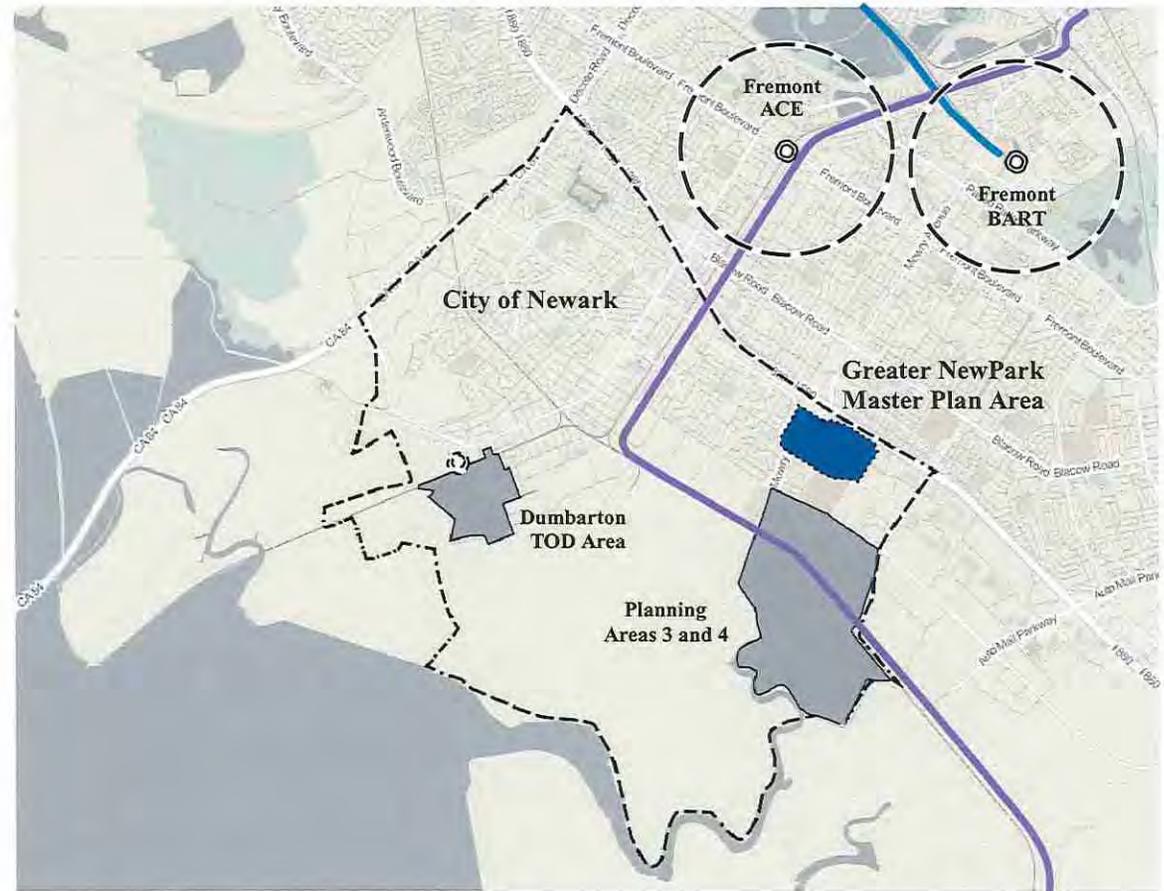
The Greater NewPark Project Area is approximately 125 acres in total and represents one of three opportunity areas where the city envisions new residential, workplace, and open space development. Together, the three areas total over one thousand acres.

## Planning Areas 3 and 4

Planning Areas 3 & 4 include approximately 856 acres near the City's western boundary. A Specific Plan and Development Agreement are in place to guide anticipated new development. The Project is envisioned as a residential community of up to 1260 single family detached homes with additional areas set aside for parks, open space, a golf course or other recreational amenities, and a school.

## Dumbarton Transit Oriented Development

In collaboration with landowners, the City of Newark began a planning effort in the fall of 2007 to explore potential for development of a residential neighborhood adjacent to the future Newark Dumbarton Transit Station. The TOD project would transform approximately 233 acres of land that has been home to various industrial, manufacturing, and chemical facilities since the early twentieth century. The vision calls for a transit-oriented neighborhood.



- ACE Rail Line (to San Jose)
- Richmond to Fremont BART Line

# Introduction

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## 1.2 Urban Design Context

### History, Decline, and Resurgence

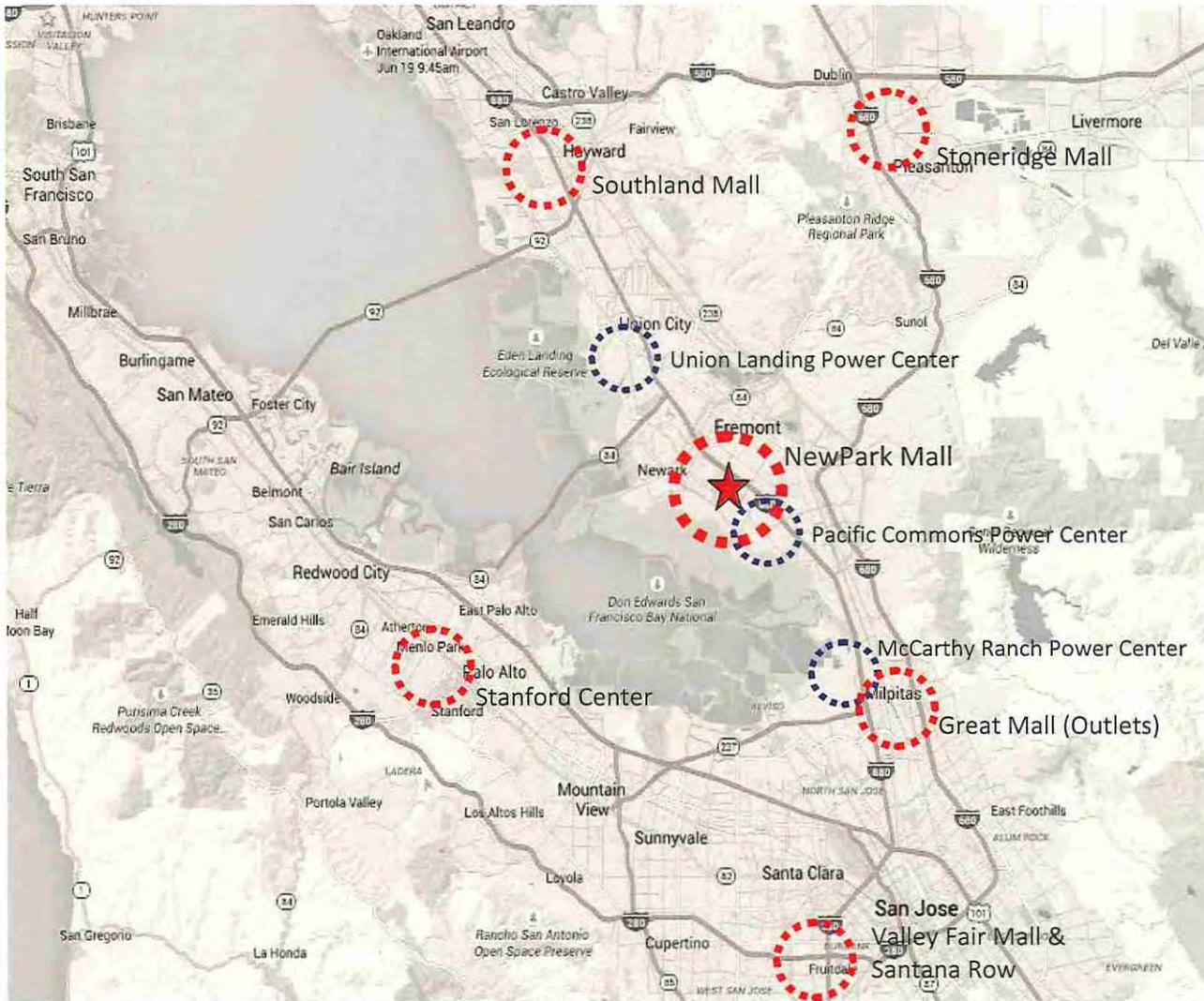
NewPark Mall opened in 1980 to great acclaim, drawing well and serving as the commercial heart of the community. The City's residents maintain many fond memories of the mall's heyday when the mall was "The Place To Go" on weekends and in the evenings for shopping and entertainment, and where they were sure to bring family and friends visiting from out of town.

Over the past decade, regional competition has contributed to a severe decline in mall revenues and vibrancy: Circuit City, Staples, Babies R Us, Toys R Us, TJ Maxx, Men's Wearhouse, Cinedome Theaters, and the multi-story Target store all departed Greater NewPark for open air Power Centers. Revenues which topped \$200 million in 2006 fell by 35% to \$130 million by 2012. The northern end of the inline stores near Sears continued to suffer habitual vacancies.

In 2013, the City's economic development team in coordination with private sector property owners, business owners, and real estate professionals deployed a proactive economic development agenda to revitalize the struggling mall. The mall is now undergoing a major renovation. The 90,000 square feet of a vacant anchor building is to be occupied by a restaurant and entertainment business and the mall's owners plan extensive remodeling to include two tiers of new restaurants as well as an IMAX movie theater to complement existing anchor retailers and over 150 specialty stores.



# Introduction



Regional competition for tenants and customers



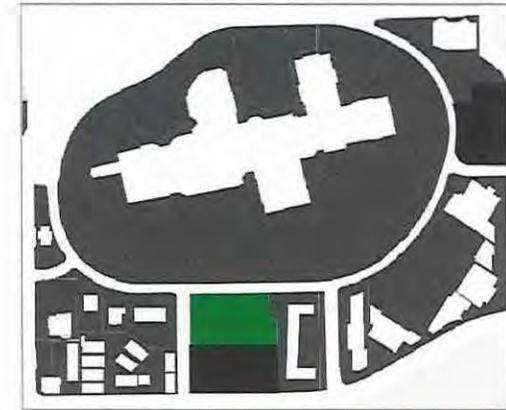
Vacancies at the mall's north end have been a persistent challenge.

# Introduction

## Auto-Serving Surfaces

Auto-serving surfaces comprise the vast majority of the Greater NewPark Area. These include surface parking lots; parking garages, drive lanes, loading areas, gas stations, and other auto-associated land uses. Several vacant parcels and two parks are the only exception to this vast expanse of parking and roadways.

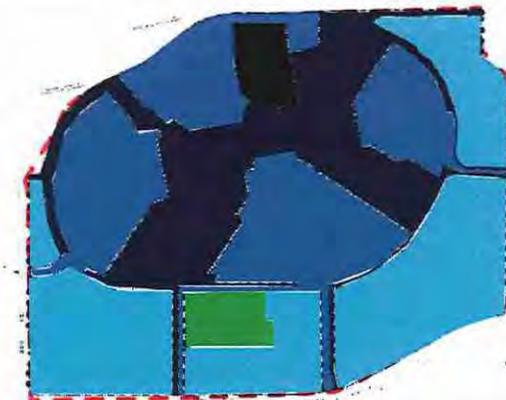
- Auto-Serving
- Vacant Parcel
- Open Space/ Recreation



## Land Ownership

Nearly all of the land is privately owned, the lone exception being Shirley Sisk Grove, which is a City property used a few times a year for a concert series. Rouse Properties owns all of the in-line mall store property, as well as the Former Target Anchor property, the Burlington anchor property, and the J.C. Penny's Property. The Sears and Macy's Anchor tenants own the land beneath their buildings as well as large swaths of parking.

- Private:**
- Mall
  - Anchor Tenant
  - Non-Mall Parcel
  - Parking Structure
- Public:**
- City-owned Land



## Land Uses

As suggested by the General Plan designations, most land uses are commercial in nature within the Greater NewPark Area. Aside from retail and office uses, hotels and lodging are the other significant land use, with two hotels operating in 2015.

- Commercial/ Retail
- Office
- Hotel/Lodging
- Recreation
- Vacant/No Tenant
- Parking Garage



# Introduction

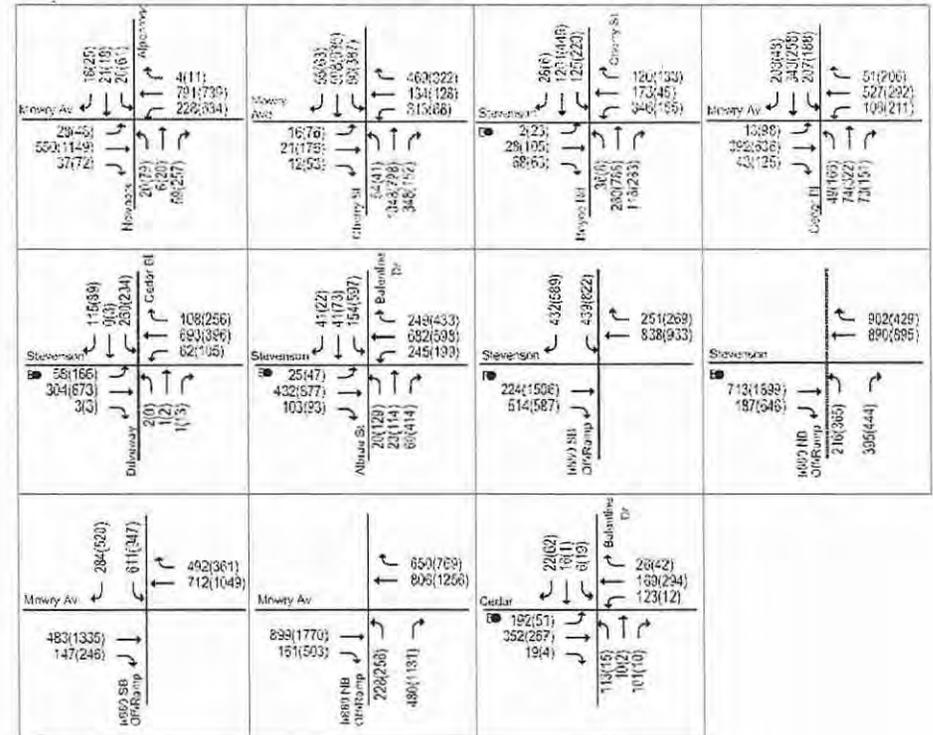
## 1.3 Transportation Analysis

### Existing Roadway Network

Regional access to the project site is provided via I-880 with over 185,000 average daily trips. Local access to the site is provided via Mowry Avenue, Balentine Drive, Cedar Boulevard, and Stevenson Boulevard. These roadways are described below.

- **I-880** is an eight lane north-south freeway, with three-mixed flow lanes and one HOV in each direction. I-880 provides regional access from East Bay communities to the north with San Jose to the south, where it becomes SR 17. Access to NewPark Mall would be via the I-880/Mowry Avenue interchange and the I-880/Stevenson Boulevard interchange.
- **Mowry Avenue** is an east-west roadway located directly north of the project site that extends from the San Francisco Bay in the west to Mission Boulevard in the east. Between I-880 and Cedar Boulevard, Mowry Avenue has six travels lanes with raised medians and turn lanes at major intersections. Mowry Avenue provides access to commercial, residential, and light industrial areas. Mowry Avenue provides direct access to the project site via its intersection with Alpenrose Court.
- **Balentine Drive** is primarily a four-lane north/south, roadway that runs from NewPark Mall in the north to Stevenson Boulevard, where it becomes Albrae Street and continues to Christy Street in the south. It provides direct access to NewPark Mall via the NewPark Mall loop road.
- **Cedar Boulevard** is a north/south, four-lane roadway that is located west of the project site. This roadway serves commercial/retail, industrial, and residential areas.
- **Stevenson Boulevard** is primarily a six-lane, east/west roadway near the project site. It serves the surrounding residential and commercial uses. It begins just west of Boyce Road and terminates at Mission Boulevard in the east. Stevenson Boulevard provides access to the project site via its intersection with Balentine Drive.

Data and graphics courtesy of Hexagon Transportation Consulting



**LEGEND**

XX(XXX) = AM(PM) Peak-Hour Traffic Volumes

# Introduction

## Existing Bicycle/Pedestrian Facilities

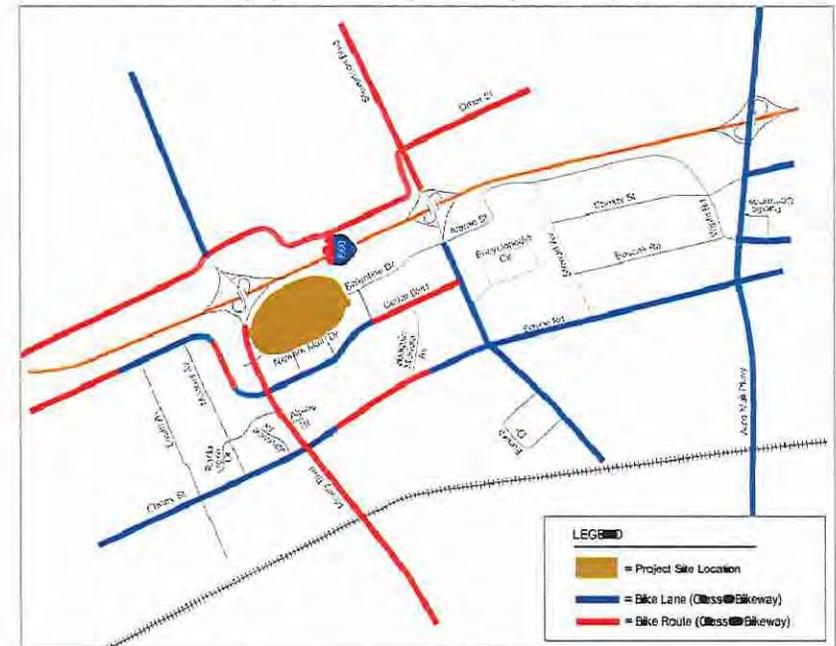
The Alameda Countywide Bicycle Plan and Fremont Bicycle Master Plan describe the existing bicycle network in the Cities of Newark and Fremont. Existing bicycle facilities in the vicinity of the project site are as follows:

- Stevenson Boulevard – existing Class III bicycle route from Paseo Padre Parkway to its termination east of Boyce Road.
- Cedar Boulevard – existing Class III bicycle routes from Stevenson Boulevard to Balentine Drive and existing Class II bicycle lanes from Balentine Dr. to Birch Street.
- Mowry Avenue – existing Class III bicycle route from I-880 to its termination in the west and existing Class II bicycle lanes from Farwell Drive to Peralta Boulevard.
- Boyce Road – existing Class II bicycle lanes from Stevenson Blvd. to Cushing Parkway.
- Cherry Street – existing Class II bicycle lanes from Stevenson Blvd. to Central Avenue.

Field observations showed that there are no on-site signed or striped bicycle facilities that connect the existing roadway network to NewPark Mall. Bike racks were noted at most Mall entrances. However, to promote a more bicycle friendly site the Mall would benefit from upgrading the existing bike racks, adding bike lockers to the site, and providing signed or striped bike paths into and out of the Mall from the nearby public roadways.

Generally field observations showed that sidewalks are present around all of the mall entrances and next to the mall buildings. However, there are some gaps in sidewalks noted around the loading areas and also a few areas where sidewalks are present but do not link to any existing pedestrian paths (#1 and #2). Field observations showed that there are no sidewalk or crosswalk connections from the NewPark Mall site to the public roadways, which requires pedestrians to walk in the on-site roadways to get to and from the Mall to the public streets. In addition, there is inconsistent, outdated, and fading crosswalk and other striping present at the NewPark Mall site (#3 and #4). In order to improve and enhance the pedestrian environment, the NewPark Mall Master Plan includes recommendations to provide new pedestrian links from the mall to the public streets and signage to direct pedestrians to and from the public roadways into the mall. The site also should refresh all of the on-site striping.

Data and graphics courtesy of Hexagon Transportation Consulting



# Introduction

## Existing Transit Service

Existing transit service to Greater NewPark is provided by the Alameda-Contra Costa (AC) Transit District. The level of existing transit is typical for the suburban context of the study area. Although the mall is served by 10 transit routes, the service frequency is so low as to make transit use difficult. The bus routes are:

**Route 212:** Route 212 operates Monday through Friday between 5:50 am and 10:00 pm. Route 212 travels between NewPark Mall and Fremont BART, and runs along Cushing Parkway, Fremont Boulevard and Mowry Avenue. The 212 line stops at the NewPark Mall bus stop located at Sears. Headways are every 30 minutes in the study area.

**Route 216:** Route 216 operates Monday through Friday between 5:25 am and 8:30 pm. Route 216 travels between Union City BART, Fremont BART and New Park Mall, and runs along Niles Boulevard, Peralta Boulevard, Central Avenue, and Cedar Boulevard. The 216 line stops at the NewPark Mall bus stop located at Sears. Headways are every 60 minutes.

**Route 232:** Route 232 operates Monday through Friday between 5:25 am and 8:20 pm. Route 232 travels between Union City BART and New Park Mall, and runs along Paseo Padre Parkway and Cedar Boulevard. The 232 line stops at the NewPark Mall bus stop located at Sears. Headways are every 60 minutes.

**Route 242:** Route 242 operates Monday through Friday between 6:20 am and 11:15 pm and weekends from 7:00 am to 7:45 pm. Route 242 is a loop route and travels west from the Fremont BART station into Newark and back to the Fremont BART station. Route 242 runs along Mowry Avenue, Cherry Street, and Stevenson Boulevard. The 242 line stops at the NewPark Mall bus stop located at Sears. Headways are every 60 minutes during both weekdays and weekends.

**Route 251:** Route 251 operates Monday through Friday between 6:00 am and 8:30 pm and weekends from 6:00 am to 7:55 pm. Route 251 is a loop route and travels west from the Fremont BART station into Newark and back to the Fremont BART station. Route 251 runs along Mowry Avenue, Cherry Street, and Thornton Avenue. The 251 line stops at the NewPark Mall bus stop located at Sears. Headways are every 60 minutes during both weekdays and weekends.

**Route 264:** Route 264 operates Monday through Friday between 5:15 am and 9:00 pm. Route 264 travels between Union City BART and the Ohlone College Newark Campus, and runs along Newark Boulevard, Cherry Street, and Mowry Avenue. The 264 line stops at the NewPark Mall bus stop located at Sears. Headways are every 60 minutes.

**Route 332:** Route 332 operates weekends between 7:00 am and 8:00 pm. Route 332 travels between New Park Mall, Union City BART, and Fremont BART. Route 332 runs along Mowry Avenue and Cedar Boulevard. The 332 line stops at the NewPark Mall bus stop located at Sears. Headways are every 60 mins.

**Route 333:** Route 333 operates Monday through Friday during off-peak hours between 7:10 pm and 1:00 am. Route 333 travels between Union City BART, Fremont BART, and New Park Mall. Route 242 runs along Cedar Boulevard and Stevenson Boulevard. The 333 line stops at the NewPark Mall bus stop located at Sears. Headways are every 60 minutes.

**Route 345:** Route 345 operates weekends between 6:00 am and 9:00 pm. Route 345 travels between Fremont BART, Union City BART, and New Park Mall, and runs along Newark Boulevard, Cherry Street, and Mowry Avenue. The 345 line stops in front of Sears at NewPark Mall. Headways are every 60 minutes.

Data and graphics courtesy of Hexagon Transportation Consulting



Field observations indicate that bus service to and from the mall was at approximately 10 to 20% of capacity during the PM peak hour. Based on these field observations, there would be adequate capacity available from the existing bus service to accommodate an increase in ridership due to the redevelopment of the NewPark Mall Master Plan.



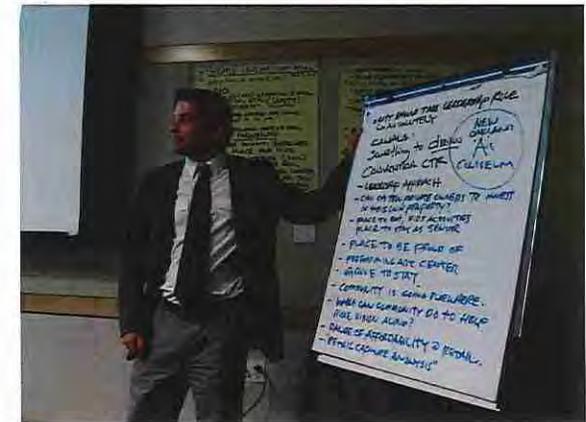
Existing bus shelter at NewPark.

# Introduction

## 1.4 Planning Process

Held at the Newark Community Center on August 8th 2012, Workshop #1 empowered participants to express their thoughts, visions, and preferences for the future of the Greater NewPark Project Area. Participants expressed a desire to revitalize the project area so that it would again serve as the heart of the community. A strong desire for more retail and restaurant choices was a common theme, and many residents were dismayed that the mall was replete with so many vacancies.

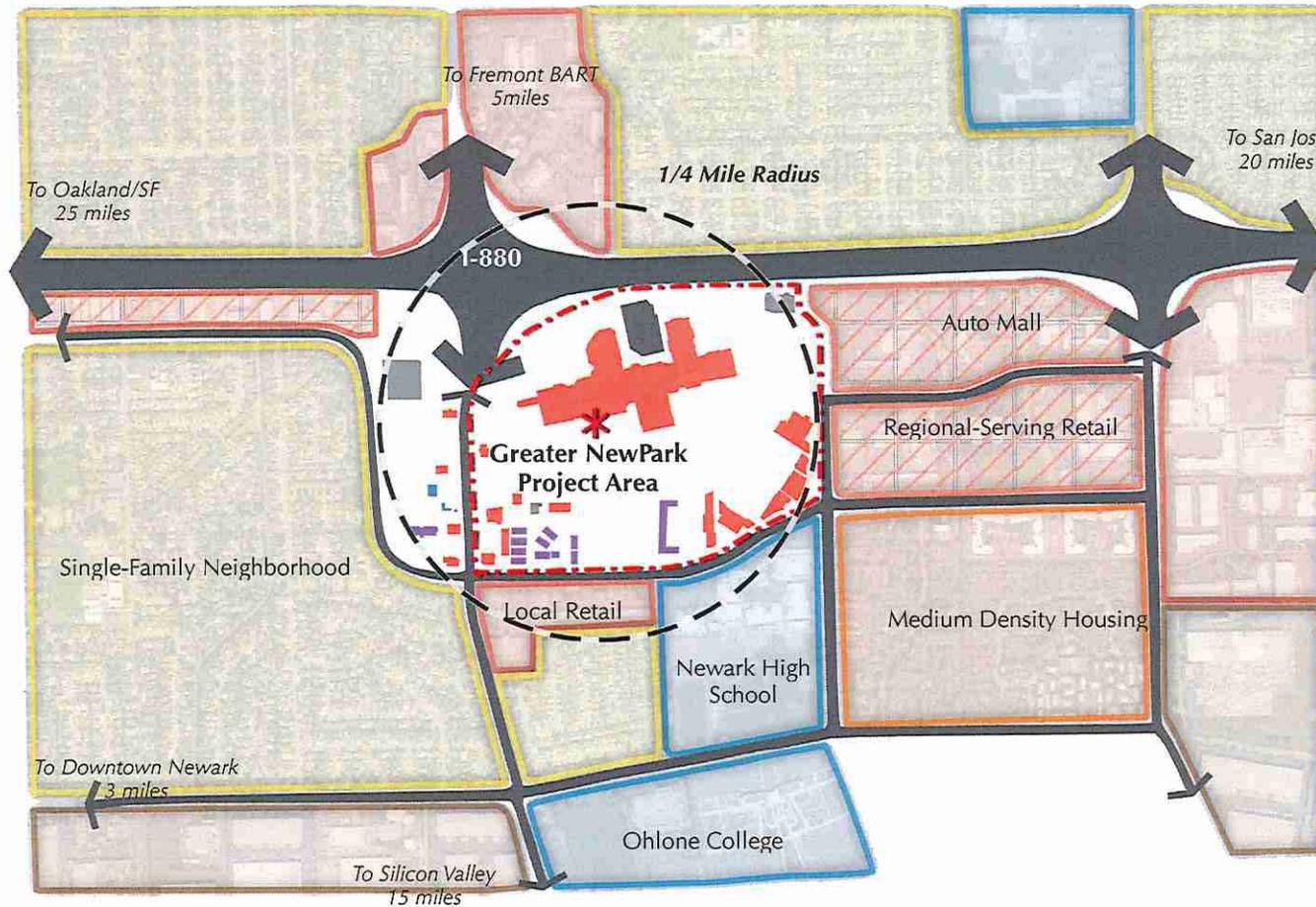
A second common theme included a strong sense that improvements to the physical appearance of both the buildings and the outdoor spaces should be a top priority. Residents cited poor signage, frustrating circulation patterns, and poor connectivity as areas needing attention. Finally, there was strong consensus for construction of an outdoor space that could serve as a hub for community activities and entertainment.



Public Workshop, August 8th, 2012

# Introduction

## 1.3.3 Local Context



- Greater NewPark is strategically located at the crossroads of regional thoroughfares and has excellent opportunity for synergies with nearby residential, retail, educational and lodging uses.







## 2. FUTURE OF GREATER NEWPARK

### 2.1 Vision

### 2.2 Key Elements

- A. Land Use Strategy
- B. Redevelopment Concepts
- C. Entry, Access, & Connectivity
- D. NewPark Commons

New investment is likely to occur incrementally, and over time. The following illustrations, goal, and strategies depict and inform possible development concepts in support of the community's stated preference for an active, vibrant, and economically flourishing destination.

The concepts presented in this plan do not represent required changes to existing properties. Rather, development concepts are provided to illustrate opportunities for possible arrangements of new streets, blocks, buildings, and open spaces.

# The Future of Greater NewPark

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## 2.1. Vision

Greater NewPark is the Region's most Vibrant, Active, and Thriving Mixed-Use Destination.

Greater NewPark is bustling and offers unparalleled shopping, entertainment, restaurant, and lodging choices, that inspire the envy of patrons and the attention of investors.

Complementing NewPark Mall's shops and anchor tenants, a variety of new retail, dining, and entertainment offerings attract residents and visitors throughout the region: A new 12 screen theater features the only IMAX theater in the area; a range of new restaurants offer indoor and outdoor dining possibilities; regional and super regional commercial and auto sales located within Greater NewPark draw thousands of shoppers and generate revenue that furthers the community's goals. New hotels and Class-A offices establish Greater NewPark as a destination for business travel and corporate events, while providing community members with much needed options for visiting family members.

# The Future of Greater NewPark

---

At the center of it all is NewPark Commons, a gorgeous outdoor plaza located on the west side of NewPark Mall that serves as the hub of civic and community activity while expanding opportunities for commerce. Residents gather at NewPark Commons for events ranging from relaxing strolls through outdoor art exhibits, to taking in a dance performance or outdoor movie, to purchasing fruits and vegetables as part of the community's farmers market. NewPark Commons is surrounded and activated by restaurants and retail shops making it the heart of the NewPark experience.

Overtime, Greater NewPark's success leads to significant demand for increased commercial, entertainment, and complementary residential and office uses furthering Greater NewPark's evolution as the area's most active, most urban, and most walkable district. To enable this transformation, the internal 'ring road' is reconfigured and redesigned as NewPark Boulevard, a visually dramatic multi-use road that accommodates auto and pedestrian circulation while serving as an enticing location for new development. Commercial and public uses are located on the ground floor of multi-story buildings. Upper stories including workplace, civic, lodging, dining, and complementary residential uses that contribute to overall project success.

# The Future of Greater NewPark

---

## 2.2.A Land Use Strategy

### GOALS

1. Support the ongoing renovation and repositioning of NewPark Mall
2. Maximize economic development and long term revenue throughout Greater NewPark.
3. Attract revenue-generating commercial, lodging, and entertainment uses that complement existing and desired retail and entertainment anchors.
4. Permit office, residential, live-work, civic, and quasi-public uses **only** so far as they support the overall success of revenue-generating commercial uses.
5. Residential development should complement and support existing and future commercial development. Residential projects should be exclusively rental housing and be constructed at densities that support transit and contribute to an overall intensification of development throughout Master Plan Area.

### STRATEGIES

#### **NewPark Mall**

1. Anchor tenants and inline stores should strive for high quality tenants that support the mall's repositioning in the marketplace.
2. Locate restaurants, entertainment venues, and retailers where they are on-display and have frontage onto NewPark Commons.

#### **Former Cinedome Theater Site**

1. Encourage auto sales, regional retail, and hotel uses.
2. Leverage proximity to I-880 to attract highest quality businesses that can capitalize on visibility and ADT's.

#### **NewPark Plaza**

1. Premier location for regional and super-regional retail due to excellent proximity to I-880 and multiple points of access.
2. Potential for dense mixed use project.
3. Land uses should complement NewPark Mall rather than compete for tenants and customers. Land uses shall build on synergies with nearby auto sales and regional retail.

#### **Shirley Sisk Grove**

1. Redevelopment could include hotel, mixed-use, residential, and office development in coordination with property along Cedar Boulevard.
2. Future land uses conditional upon successful relocation of park programs and events to NewPark Commons or elsewhere within Greater NewPark.

#### **Mixed-Use Boulevard**

1. Encourage destination retail, office, hotel, and lodging uses along Cedar Boulevard and future NewPark Boulevard.
2. Residential uses should be of densities greater than 30 du/ac and located in mixed use buildings with ground floor commercial uses.

#### **Mowry Gateway**

1. Encourage retail, restaurants, and commercial uses along Mowry Avenue.
2. Leverage proximity to I-880 to attract highest quality businesses that can capitalize on visibility and ADT's.
3. Encourage office and quasi-public uses on upper stories.

#### **NewPark Commons**

1. Require ground floor restaurants, retail, and other pedestrian-activity generating uses where they have frontage on NewPark Commons.
2. Permit commercial, restaurants, entertainment and office uses on upper stories.

# The Future of Greater NewPark

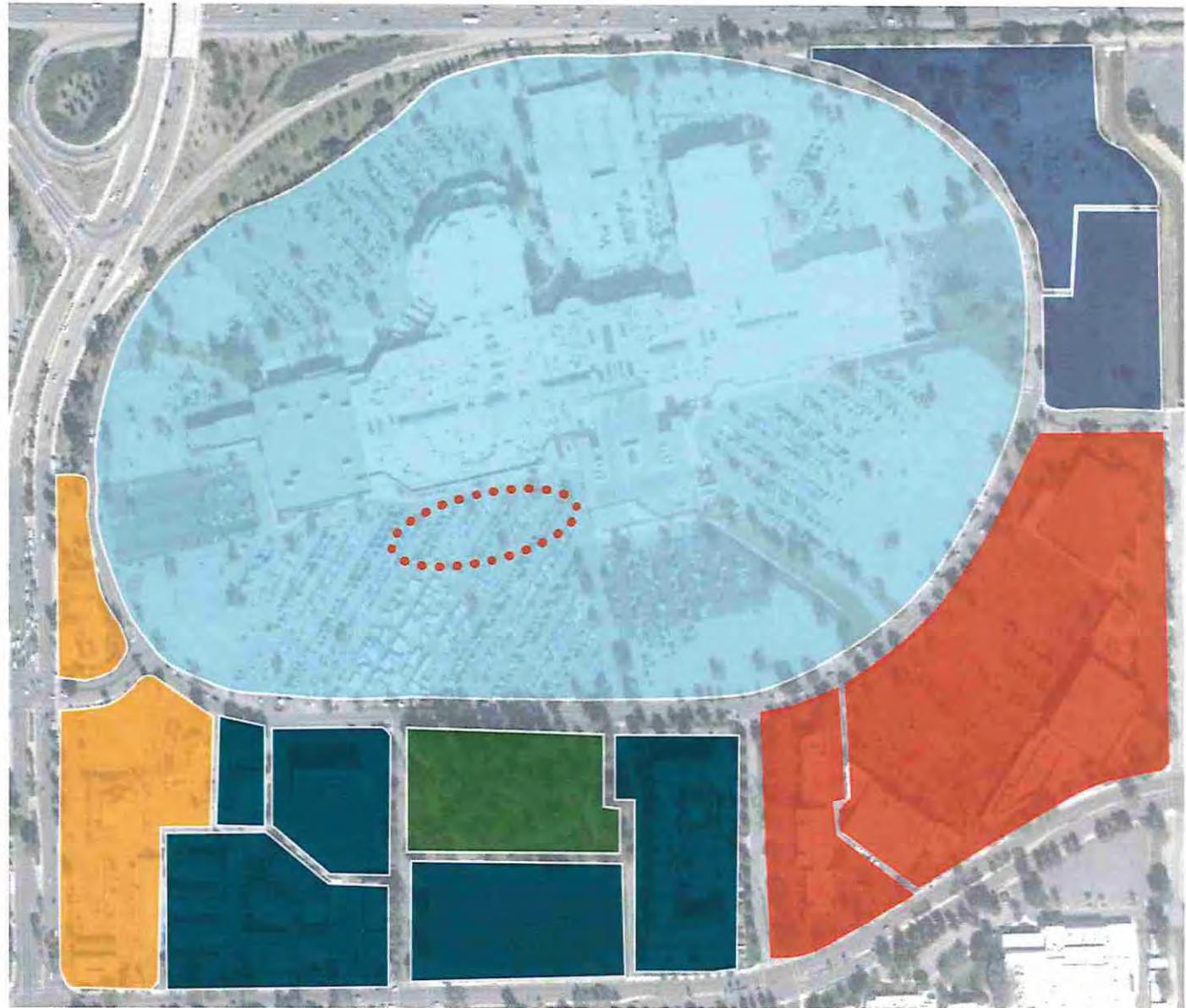
General Plan Designation:  
Regional Commercial.

This designation supports the largest and most complete shopping facilities in the city. The emphasis is on a broad array of goods and services, including department stores, retail shops, restaurants, entertainment facilities, and similar uses which draw patrons from throughout Newark and the surrounding region.

Uses such as hotels and corporate office buildings are acceptable in areas with this designation. Housing at densities greater than 30 units per acre may be included in Regional Commercial areas if such housing is a component of a large-scale planned development which is primarily oriented around regional retail commercial uses.

FARs are generally in the range of 0.2 to 4.0.

The actual intensity of development on any given site is dictated by a number of factors, including height limits, parking and landscaping requirements, and site size and dimensions



— Location of NewPark Commons is conceptual

# Future of Greater NewPark

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## 2.2.B. Redevelopment Concepts

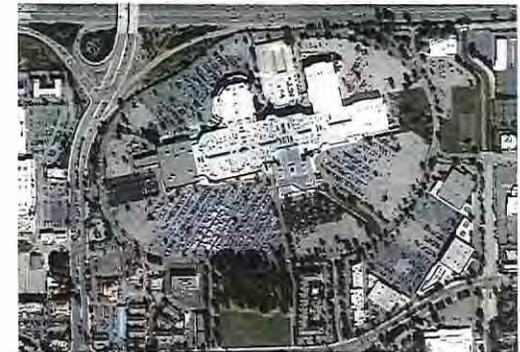
### 1. NewPark Plaza

#### GOAL

1. Locate a regional or super-regional retail and/or entertainment anchor that will attract residents and visitors from Silicon Valley and East Bay cities.

#### STRATEGIES

1. Attract Investment
  - A. Explore economic incentives including fee reductions and tax sharing agreements to catalyze desired new investment in support of long-term economic health.
  - B. Encourage joint marketing and business development with NewPark Mall and adjacent businesses to leverage synergies focused on tenant and customer attraction.
  - C. Streamline permitting for new development that supports overall project goal.
  - D. Establish shared parking management programs to maximize the efficient use of land and increase projected revenues.
2. Direct Site Development in Support of overall Project Vision
  - A. Locate buildings to prioritize frontage along NewPark Boulevard. Buildings fronting onto ring road shall not be setback behind surface parking areas. Landscaped setbacks should be publicly accessible and attractive to pedestrians.
  - B. Minimize distance and establish clear connection between primary building entrance and New Park Boulevard sidewalks.
  - C. Multi-story buildings are encouraged. Single-story buildings should be a minimum twenty-four feet to enhance visibility.
3. Structure Land Uses Regulations to Maximize Investment in Accordance with Redevelopment Goals
  - A. Locate retail, commercial, and entertainment uses on the ground floor of all buildings having frontage on NewPark Boulevard.
  - B. Apply mixed use zoning to permit residential development on upper stories throughout NewPark Plaza to the extent that the Residential use complements the primary retail use.



strategically located between the Mall and major automotive and commercial centers to the south and west.

# Future of Greater NewPark

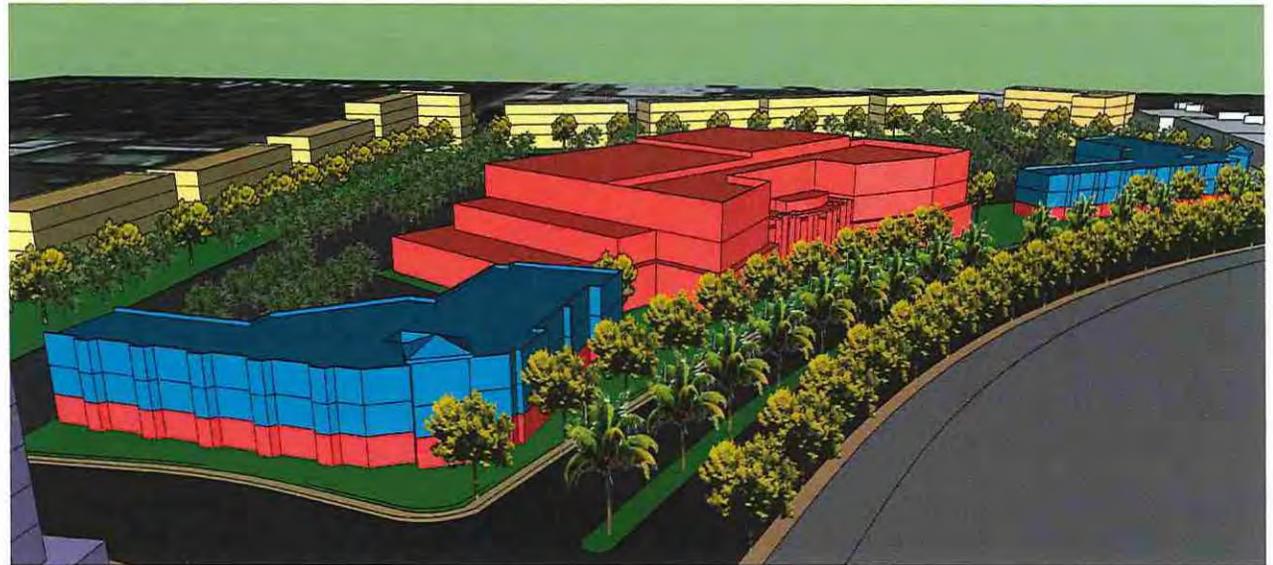
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## REDEVELOPMENT CONCEPT

Regional retail and office uses are located in multi-story buildings fronting onto NewPark Boulevard. Building forms anchor corners, terminate vistas, and enhance pedestrian activity. Parking is located behind primary buildings and within block interior. (right)

Intensification of development on NewPark Plaza might include high density residential uses fronting onto Cedar Boulevard and Balentine Drive.

Parking is located in surface lots and structured within buildings.



# Future of Greater NewPark

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## 2.2.B. Redevelopment Concepts

### 2. Shirley Sisk Grove and Opportunity Site along Cedar Boulevard

#### GOALS

1. Direct new investment to Greater NewPark's most underutilized parcels. Shirley Sisk Grove and the opportunity site to its south represent 3.37 and 3.1 acres of underutilized property respectively.
2. Reduce overall costs and generate revenue while increasing safety and the value of adjacent properties.
3. Illustrate Greater NewPark's commitment to growth through realization of new development.
4. Reduce areas of disinvestment that detract from Greater NewPark's overall character and reduce perceived value.

#### STRATEGIES

1. Re-purpose part or all of Shirley Sisk Grove
  - A. Explore possible long-term lease structure that would support development of hotel, office, entertainment anchor, mixed use, or other significant investment.
  - B. Consider public/private partnership opportunities; ensure that publicly accessible community amenities are part of any future development until such time as current Sisk Grove events are permanently programmed elsewhere within Greater NewPark.
  - C. Prioritize building frontage onto NewPark Boulevard.
  - D. Encourage commercial, lodging, civic, or other public uses on the ground floor.
  - E. Permit commercial, lodging, and supportive residential on upper stories.
2. Direct new investment to Underutilized Property between the Grove and Cedar Boulevard.
  - A. Permit a wide range of new commercial, hotel, office, and entertainment uses where they are on display along Cedar Boulevard.
  - B. Permit high-density residential uses to the extent they complement primary commercial use.
  - C. Enhance sidewalks and overall pedestrian conditions along N. Magazine Street to enhance connectivity between Cedar Boulevard and NewPark Boulevard.



Shirley Sisk Grove and the adjacent development sites along Cedar Boulevard are poised to support significant new investment where it will enhance overall project goals.

# Future of Greater NewPark

## REDEVELOPMENT CONCEPT

» Shirley Sisk Grove is re-purposed to enable development of a destination hotel where it supports the community's vision for vibrancy and high quality development within the heart of Greater NewPark.

» High-density residential development, if included, is located throughout the site in multi-story buildings where residents are within walking distance of shops, restaurants, and Newark Memorial High School.



# Future of Greater NewPark

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## 2.2.B. REDEVELOPMENT CONCEPTS

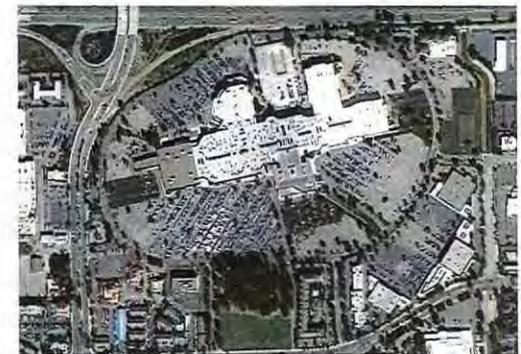
### 3. Former Cinedome Site

#### GOALS

1. Leverage the site's unparalleled visibility along I-880 to attract class-A office, hotel, auto-dealership, or other major revenue-generating commercial development.
2. Illustrate Greater NewPark's commitment to growth through redevelopment of underutilized parcels that in their current conditions communicate a sense of disinvestment and detract from overall quality and sense of value.

#### STRATEGIES

1. Set the Stage for Future Development
  - A. Remove structures that cannot be effectively repurposed.
  - B. Assess hydrological and other technical issues to prepare the site for new investment.
2. Direct Site Development in Support of Project Goals
  - A. Prioritize building frontage onto NewPark Boulevard and Balentine Drive.
  - B. Ensure clear visibility between I-880 and commercial development.
  - C. Establish direct connections between primary building entrance and sidewalks integral to overall pedestrian circulation.
  - D. Multi-story buildings are encouraged. Single-story buildings should be a minimum twenty-four feet to enhance visibility and should include towers and other significant vertical building volumes.
  - E. Utilize streetscape improvements, gateway signage and architectural massing to enhance connection between Greater NewPark and commercial district along Balentine Drive.
3. Structure Land Uses Regulations to Maximize Investment supportive of Redevelopment Goals
  - A. Streamline the approval of class-A office, hotel, and auto-sales where they leverage visibility to I-880 in support of long term goals for economic development.



Former Cinedome Site and adjacent development sites are poised to support significant new office, lodging, and revenue generating uses between NewPark Mall and auto sales to the south.

# Future of Greater NewPark

## REDEVELOPMENT CONCEPT

- » Class A office (illustrated in blue) is located where it has strong visibility from I-880.
- » Hotel, or office uses occupy tall buildings (eight stories illustrated in adjacent concept).
- » Parking is located in a shared structure to maximize the efficient use of land and enable maximum development.
- » Commercial or hotel building is located at corner of NewPark Boulevard and Balentine Drive creating a visual connection to auto-dealerships to the south.



400 room hotel or Class A office



Buildings create gateway to Greater NewPark



Shared Parking Garage

# Future of Greater NewPark

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## 2.2.C. Entry, Access, and Connectivity

### GOALS

1. Maintain and improve access to existing businesses.
2. Restructure circulation between Mowry Avenue and interior roads to enhance safety and maximize efficiency for autos and pedestrians.
3. Create a network of tree-lined streets within existing parking fields to define a future block system.
4. Plan for increased circulation between Mowry Avenue and interior parcels for residents and visitors traveling by automobile, bicycle, or on foot.
5. Enhance transit access and associated pedestrian circulation.

### STRATEGY 1 - Improve Access between Alpenrose, Mowry, and Mall Ring Road

#### Context

The current conditions between Mowry Avenue and the mall Ring Road provide a double left turn westbound on Mowry Avenue into Alpenrose Street. The Mall Ring Road is located approximately 250 feet from the traveled way on Mowry Avenue. To prevent vehicles entering the mall from spilling back from the Mall Ring Road onto Mowry Avenue, inbound traffic on Alpenrose Street does not stop at the Mall Ring Road. Traffic on the Ring Road is controlled by stop signs and yields to inbound vehicles on Alpenrose Street. While the current design accomplishes its goal of preventing inbound traffic to the mall from blocking Mowry Avenue, it creates several problems. First, vehicles on the Mall Ring Road are sometimes confused that traffic on Alpenrose Street does not stop, which creates safety concerns. Second, the intersection of Alpenrose Street/Mall Ring Road does not have sidewalks or crosswalks, and the uncontrolled movement on Alpenrose Street is intimidating for pedestrians. Third, the westbound dual left turn does not provide adequate left turn storage during the PM commute period, which leads to left turn vehicles spilling into over into the through lane. All of these problems would worsen with intensification of uses in Greater NewPark. Future development should explore improvements to the Mowry Avenue along the Mall frontage.

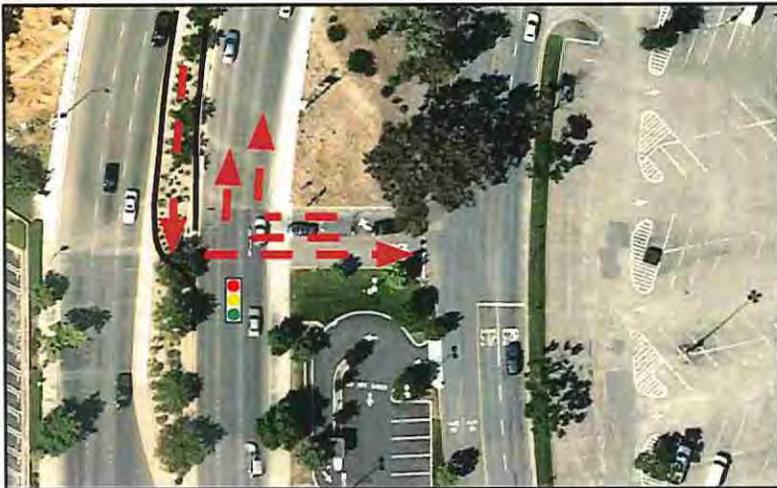
#### Concepts

The concept presented herein are provided for discussion purposes only and are not intended as schematic design for future capital improvements. Reconfiguration of entries, access, and connectivity will require comprehensive design and engineering studies to address the interconnected impacts that any single intervention may have on conditions throughout the project area.

# Future of Greater NewPark

## Concept 1: A Second Signalized Mowry Avenue Access Point.

There is an existing right turn only driveway on Mowry Avenue approximately 500 feet east of Alpenrose Street. To distribute traffic more evenly to the Mall Ring Road and alleviate the westbound left turn storage deficiency on Mowry Avenue at Alpenrose Street, a new traffic signal at east driveway should be explored. The driveway could be widened to provide two outbound right turn lanes to Mowry Avenue and one inbound lane. Through and left turn access out of the driveway onto Mowry Avenue would be prohibited. In addition, a left turn pocket would be added to westbound Mowry Avenue at the driveway to increase the storage space available for vehicles turning into the Mall. A traffic signal interconnect would also be required with nearby traffic signals on Mowry Avenue. Further design study of this improvement is necessary to determine the number of trips that would use the new inbound left turn pocket and the resulting improvement to the intersections of Alpenrose Street/Mowry Avenue/Mall Ring Road.



--- Conceptual lane configuration

## Concept 2: Explore Mall Ring Road Relocation and Lane Reduction.

The Mall Ring Road just south of Mowry Avenue could be pushed farther south, and possibly reduced to one lane in each direction (except for turn pockets at intersections), to provide additional throat depth between the Mall Ring Road and Mowry Avenue. This would also expand the size of the existing parcel between Mowry Avenue and the Mall Ring Road, increasing its economic viability. Additional throat depth would alleviate some of the inbound and outbound queuing problems at Alpenrose Street/Mowry Avenue/Mall Ring Road. The northern portion of the Mall Ring Road is lightly traveled, and depending on the level of land use intensification, may not require four through travel lanes.



--- Conceptual road network

# Future of Greater NewPark

## Concept 3: Explore Improvements to Mowry Avenue at Alpenrose Street

Preliminary level of service estimates show that with intensification of uses in the area, the intersection of Mowry Avenue and Alpenrose Street would approach capacity. To expand capacity, the intersection could be upgraded to a full 8-phase traffic signal and operated with separate left turn phases on all approaches. The northbound approach on Alpenrose Street (exiting the Mall) could be widened to provide one 20-foot northbound right/through lane and two outbound left turn lanes. In addition, if Concept 1 proves infeasible or undesirable, the westbound dual left turn lanes on Mowry Avenue could be extended or triple left turn lanes introduced. That latter improvement would require an additional receiving lane on Alpenrose Street into the Mall site.



## Concept 4: Explore improvements to Alpenrose Street at Mall Ring Road

With the increase in traffic due to intensification of development, the operation of this intersection will further deteriorate. Improvement options include:

1. Roundabout (with a dedicated right turn lane from Alpenrose to the southbound Mall Ring Road);
2. New traffic signal (with a traffic signal interconnect and coordination with the Mowry Road/Alpenrose Street intersection);
3. Re-alignment of the intersection so that northbound traffic on the Mall Ring Road would connect directly to Alpenrose Street, with the east leg of the intersection remaining stop controlled.

The latter option could be enhanced by providing refuge medians and flashing amber warning beacons for pedestrians. The extent to which any of these options are viable depends on which of the previously described improvements are implemented and the amount of land use intensification.



# Future of Greater NewPark

## STRATEGY 2 - Build NewPark Boulevard



1. Create an attractive and prominent address to support desired commercial, hotel, and residential infill development.
2. Accommodate auto and pedestrian travel. Establish a planted median with decorative trees and lights; median yields to left turn lane at key intersections; establish minimum five foot buffer between sidewalks and travel lanes to include regularly spaced deciduous trees and decorative lights. Explore options for dedicated bicycle lane.



# Future of Greater NewPark

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## 2.2.D. NewPark Commons

### GOALS

1. Establish Greater NewPark as a center for civic and community activities.
2. Coordinate public and private investments to expand Greater NewPark's appeal to tenants and customers.
3. Attract an audience of community members, residents, and visitors as part of their daily life.
4. Distinguish Greater NewPark within the regional marketplace of commercial destinations.

### STRATEGIES

1. Construct a publicly accessible open space, or "commons", adjacent to NewPark Mall's southwest primary entrance where it can serve as a natural destination and focal point for visitors accessing the mall from Mowry. The Commons should be large enough to accommodate the Summer Concert Series and other public events and performances.
  - A. Work with property owners to restructure property lines and lease structures in support of mutually beneficial long term economic goals.
  - B. Restructure circulation and parking in favor of pedestrian safety and enhanced connectivity.
  - C. Maintain view corridors to anchor stores.
2. Enclose NewPark Commons with new buildings to create an active and vibrant outdoor destination.
  - A. Structure development entitlements in accordance with property owner preferences.
  - B. Permit new buildings to activate NewPark Commons and provide additional choices for commercial tenants.
  - C. Permit temporary buildings including kiosks and pop-up retail structures throughout NewPark Commons.
  - D. Encourage ground floor activity generating uses such as restaurants and retailers.
  - E. Encourage outdoor dining and display of goods.
3. Activate NewPark Commons to accommodate local events.
  - A. Relocate the farmers' market to the Commons.
  - B. Encourage additional programming including summer concerts, sponsored events, holiday events, and theatrical and music performances.
  - C. Design the Commons as an attractive destination for families with children, seniors, and the full spectrum of residents and visitors.

# Future of Greater NewPark

## REDEVELOPMENT CONCEPT

- » NewPark Commons provides a publicly accessible open space adjacent to NewPark Mall's primary entry.
- » Existing parking lots and circulation redesigned as a network of streets and blocks with "block" interiors serving as surface parking lots.
- » Mixed use buildings have ground floor restaurants and retail shops fronting onto NewPark Commons. Potential for office and hotel uses on upper stories.
- » Outdoor shopping experience adjacent to Macy's, primary mall building, and Sears.



*NewPark Commons aligned with Macy's and primary Mall entrance*





### 3. IMPLEMENTING MEASURES

- 3.1 Sequence of Investment
- 3.2 Public Actions
- 3.3 Private Actions

# Implementing Measures

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## 3.1 Sequence of Investment

Investment may occur in a variety of phases. The City shall coordinate public and private investment to maximize long-term economic health.

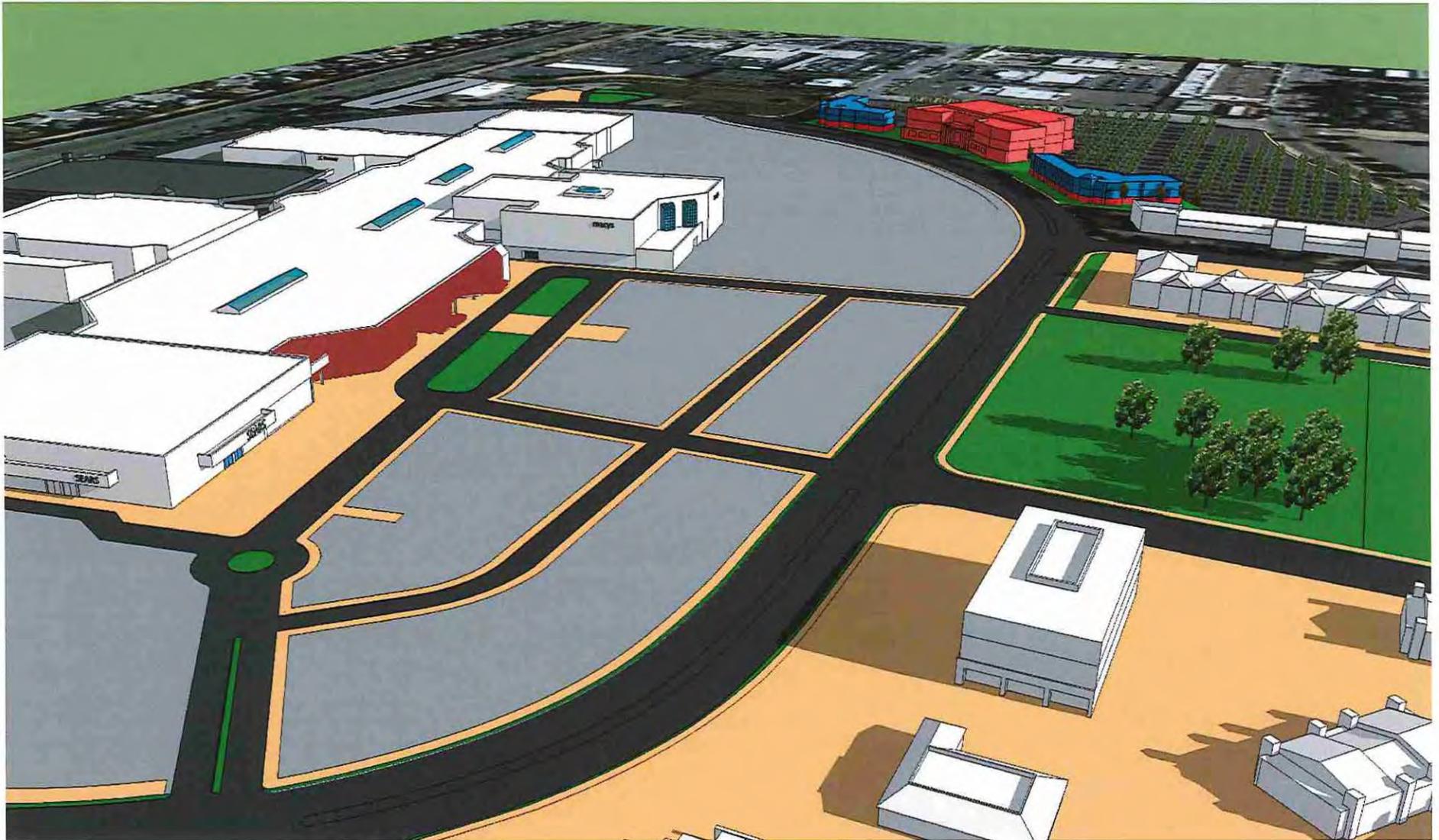
**STEP 1: ESTABLISH NEWPARK COMMONS:** Restructure access and circulation; locate publicly accessible open space adjacent to NewPark Mall entrance; activate mall building with outward facing retail and eating establishments.



# Implementing Measures

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STEP 2: REDEVELOP NEWPARK PLAZA: Attract regional retail anchor; locate buildings with frontage onto future NewPark Boulevard; Introduce building elements to frame and terminate vistas; locate pedestrian entrances where they are accessible from public sidewalks.



# Implementing Measures

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STEP 3: REDEVELOP CINEDOME SITE: Attract class-A office, hotel, and/or auto sales anchor; locate buildings to enhance access and connectivity between NewPark and auto sales district south of Balentine.



# Implementing Measures

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STEP 4: BUILD NEWPARK BOULEVARD: Set the stage for a range of new investment types including redevelopment of Shirley Sisk Grove by creating an attractive setting for residential, office, and lodging uses. Coordinate public and private investment to enhance property values.



# Implementing Measures

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STEP 5: CATALYZE REDEVELOPMENT OF SHIRLEY SISK GROVE AND UNDERUTILIZED SITES ALONG CEDAR BOULEVARD: Structure land leases to attract hotel developers. Work with property owners to locate residential and/or commercial uses along Cedar Boulevard where they are situated between Greater NewPark, Ohlone College and Newark Memorial High School.



# Implementing Measures

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STEP 6: BUILD NEWPARK COMMONS TOWN CENTER: Locate mixed-use buildings having ground-floor retail and restaurants where they activate NewPark Commons. Enable restaurant and retail tenants to utilize the Commons with outdoor seating and display of wares.



# Implementing Measures

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STEP 7: CONNECT NEWPARK COMMONS TO THE PRIMARY ENTRY: Permit office and commercial uses in multi-story buildings to announce entry to NewPark Commons; construct parking structure adjacent to Macy's to increase parking supply for NewPark Commons and anchor tenant.



# Implementing Measures

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STEP 8: ADD RESIDENCES AND OFFICES: Permit residential and office development in multi-story buildings along NewPark Boulevard.



# Implementing Measures

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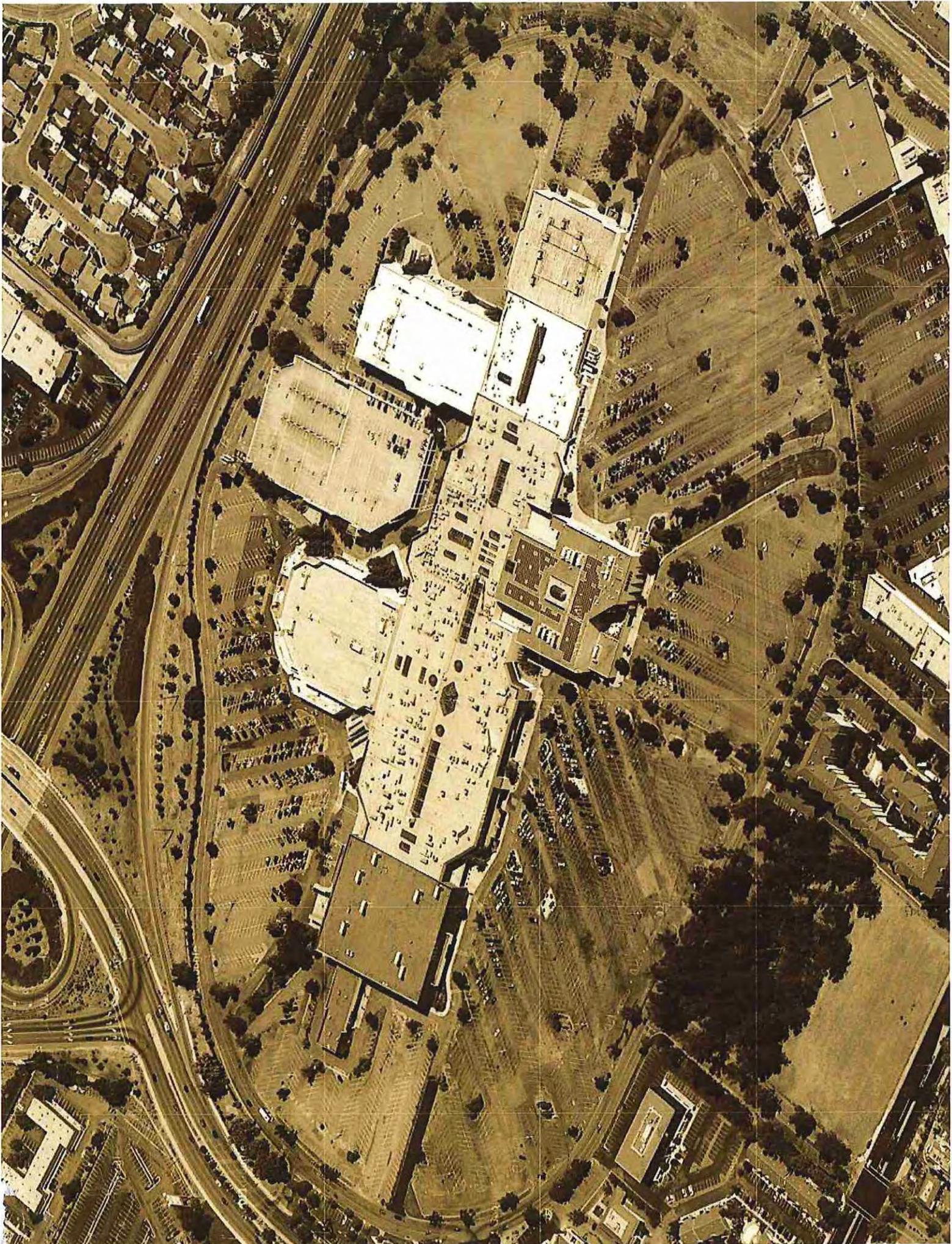
## 3.2 Public Actions

### GOALS

1. Maximize economic development throughout NewPark in accordance with the community's stated goals.
2. Coordinate Public and Private investments to support long-term economic health.

### STRATEGIES

1. Create a Pro-development Business Climate.
  - A. Support redevelopment of underutilized properties throughout Greater NewPark.
  - B. Explore economic incentives including tax sharing and fee reduction programs that support economic growth.
  - C. Build support among property owners for redevelopment goals.
  - D. Explore public-private partnerships to maximize redevelopment potential.
  - E. Direct capital improvements in support of increased accessibility and circulation.
  - F. Modify the Sign Ordinance to allow larger, more vibrant and more attractive signage.
  - G. Leverage public investments in infrastructure and transportation.
  - H. Build and sustain an economic culture that reflects values of innovation and sustainability.
2. Structure Policies and Regulations to Streamline Approval of Preferred Development
  - A. Allow staff level approval of development consistent with zoning and the Greater NewPark Master Plan.
  - B. Establish land use policies to permit a wide-range of commercial, office, lodging, live-work and residential development.
  - C. Establish parking management strategies to maximize the efficient use of land and increase development potential.
  - D. Provide flexibility to investors to accommodate shifts in market preference.
  - E. Require that private institutional impediments, such as reciprocal parking agreements and prohibitions on residential development be removed as a condition of future development.
  - F. Establish form-based regulations to ensure that new buildings strengthen the pedestrian environment and support transit.
3. Attract New Investment to Greater NewPark that Supports the Community's Vision.
  - A. Promote development opportunities to prospective investors and developers.
  - B. Leverage site accessibility to attract developers from outside of the regional marketplace.
  - C. Work with property owners to enhance outreach to prospective tenants for underutilized spaces.
  - D. Permit temporary buildings including kiosks and pop-up retail structures throughout Greater NewPark.
4. Build Support for Future Capital Improvements
  - A. Work with property owners to build support for changes to traffic patterns and property lines.
  - B. Explore economic impact of changes to property lines necessary to drive economic benefit.



**I.1 Acknowledging the 25<sup>th</sup> Anniversary of the Americans with Disabilities Act – from Mayor Nagy. (RESOLUTION)**

**Background/Discussion** – In 1990, the Americans with Disabilities Act (ADA) was signed into law to ensure the civil rights of people with disabilities. The ADA established a national mandate for the elimination of discrimination against individuals with disabilities. On the 25<sup>th</sup> Anniversary of this historic legislation, it is appropriate to celebrate and recognize the progress that has been made in providing equality and inclusion for all.

**Attachment**

**Action** - It is recommended that the City Council, by resolution, acknowledge the 25<sup>th</sup> Anniversary of the Americans with Disabilities Act.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK ACKNOWLEDGING THE 25<sup>TH</sup> ANNIVERSARY OF  
THE AMERICANS WITH DISABILITIES ACT

WHEREAS, nationwide approximately 57 million people have a disability; and

WHEREAS, in 1990 President George H. W. Bush signed into law the Americans with Disabilities Act (ADA) to ensure the civil rights of people with disabilities; and

WHEREAS, the ADA established a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities; and

WHEREAS, the purpose of the ADA, as a civil rights law, is to make sure that people with disabilities have the same rights and opportunities as everyone else; and

WHEREAS, the ADA has expanded opportunities for Americans with disabilities by reducing barriers, changing perceptions, and increasing full participation in community life; and

WHEREAS, the ADA prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, transportation, and all public and private places that are open to the general public; and

WHEREAS, this historic act was the world's first comprehensive declaration of equality for people with disabilities, and its passage made the United States an international leader on this human rights issue; and

WHEREAS, the City Council will celebrate and recognize the progress that has been made by reaffirming the principles of equality and inclusion and recommitting our efforts to maintaining the City's ADA compliance; and

WHEREAS, celebrating the abilities and contributions of people with disabilities can only serve to enrich our communities and enhance our diversity;

NOW THEREFORE, the City Council of the City of Newark does resolve to recognize the significance of the efforts and advocacy of people with disabilities throughout the United States to secure access, inclusion, and independence for people with disabilities.

**J.1 Resolution of the City of Newark acting as the Successor Agency to the Newark Redevelopment Agency adopting and endorsing the Recognized Obligation Payment Schedule for the period of January to June 2016 (ROPS 15-16B) – from Administrative Services Director Woodstock. (RESOLUTION)**

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

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

The only obligation remaining from the dissolution of the Newark Redevelopment Agency is the loan from the City to the Newark Redevelopment Agency. On June 27, 2012, the Governor signed AB 1484 which updated the procedures for the dissolution of the redevelopment agencies and indicated that a loan can be considered an obligation if the Agency obtains a Finding of Completion and the Oversight Board approves the loan as an obligation. The State Department of Finance issued a Finding of Completion to the Successor Agency and the Oversight Board approved the loan.

The outstanding debt on the loan is \$380,238. Per Health and Safety Code Section 34191.4 (b) (2), the Agency can request \$48,007 in Fiscal Year 2015-2016 for repayment of the loan. Per HSC 34171 (b), the City can be reimbursed for administrative costs up to 3% of the property tax allocated to the Successor Agency which is \$3,145 in Fiscal Year 2015-2016. The Agency requested and received the first half of each of these amounts on ROPS 15-16A and is now requesting the second half on ROPS 15-16B.

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

**Attachment**

**Action** - It is recommended that the City Council acting as the Successor Agency to the Newark Redevelopment Agency, by resolution, adopt and endorse the Recognized Obligation Payment for the period of January to June 2016 (ROPS 15-16B).

RESOLUTION NO. SA

RESOLUTION OF THE SUCCESSOR AGENCY TO THE  
NEWARK REDEVELOPMENT AGENCY ADOPTING AND  
ENDORING THE RECOGNIZED OBLIGATION PAYMENT  
SCHEDULE FOR THE PERIOD OF JANUARY TO JUNE 2016  
(ROPS 15-16B)

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

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

WHEREAS, the Successor Agency has prepared and approved a Recognized Obligation Payment Schedule that details all financial obligations of the Successor Agency in winding down the activities of the former Newark Redevelopment Agency, for the period of January 1, 2016 to June 30, 2016; and

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

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

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

Newark Recognized Obligation Payment Schedule (ROPS 15-16B) - ROPS Detail  
 January 1, 2016 through June 30, 2016  
 (Report Amounts in Whole Dollars)

A Item #	B Project Name / Debt Obligation	C Obligation Type	D Contract/Agreement Execution Date	E Contract/Agreement Termination Date	F Payee	G Description/Project Scope	H Project Area	I Total Outstanding Debt or Obligation \$	J Retired	K, L, M, N, O Funding Source					P Six-Month Total \$	
										Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)			RPTTF			
										Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin		
										\$ -	\$ -	\$ -	\$ 24,003	\$ 1,572		
1	2001 Redevelop/Loan from City	City/County Loans	12/13/2001	12/31/2044	City of Newark	Prepare and adopt Redevelopment	2	381,810	N							25,575
3	Administrative Costs	Admin Costs	7/1/2013	6/30/2014	City of Newark	Staff time conform to AB 26 & 1484	all	1,572	N				24,003	1,572		1,572
5									N							
6									N							
7									N							
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**Recognized Obligation Payment Schedule (ROPS 15-16B) - Summary**

Filed for the January 1, 2016 through June 30, 2016 Period

Name of Successor Agency: Newark  
 Name of County: Alameda

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

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

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

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

\_\_\_\_\_  
 Name Title  
 /s/ \_\_\_\_\_  
 Signature Date

I. Appropriations



City of Newark

MEMO

**DATE:** August 27, 2015

**TO:** City Council

**FROM:** Sheila Harrington, City Clerk *S. H.*

**SUBJECT:** Approval of Audited Demands for the City Council Meeting of September 10, 2015.

**REGISTER OF AUDITED DEMANDS**

Bank of America General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
July 17, 2015	Pages 1	105304 to 105345	Inclusive
July 24, 2015	Pages 1-3	105346 to 105446	Inclusive
July 30, 2015	Pages 1	105447 to 105492	Inclusive
August 7, 2015	Pages 1-2	105493 to 105550	Inclusive
August 14, 2015	Pages 1-2	105551 to 105602	Inclusive
August 21, 2015	Pages 1-2	105603 to 105671	Inclusive
August 28, 2015	Pages 1-2	105672 to 105737	Inclusive



**City of Newark**

**MEMO**

**DATE:** August 27, 2015

**TO:** Sheila Harrington, City Clerk

**FROM:** Susie Woodstock, Administrative Services Director *SW*

**SUBJECT:** Approval of Audited Demands for the City Council Meeting of September 10, 2015.

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

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Final Disbursement List. Check Date 07/17/15, Due Date 07/31/15, Discount Date 07/31/15. Computer Checks.

Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
105304	11094	ACME AUTO LEASING, LLC	07/17/15	1,909.44	ARMORED RESCUE VEH LEASE
105305	332	ADAMSON POLICE PRODUCTS PROFESSIONAL POL	07/17/15	1,483.84	UB TACTICAL HEADSETS FOR DISPATCH
105306	3853	COUNTY OF ALAMEDA INTERNAL AUDIT UNIT RI	07/17/15	1,292.50	CITATION PROCESSING FEES
105307	287	ALAMEDA COUNTY SHERIFF'S OFFICE GREGORY	07/17/15	1,431.25	CRIME LAB FEES
105308	776	AMERICAN PUBLIC WORKS ASSOCIATION	07/17/15	189.00	ANNUAL MEMBERSHIP DUES FOR FY15-16 (AMER
105309	348	AT&T	07/17/15	683.64	FY2014-15 YEAR END TELECOM
105310	1131	BAY ISLAND OFFICIALS ASSOCIATION ATTN FR	07/17/15	1,395.00	GAME OFFICIALS
105311	2970	MICHAEL BONNIE COMPUTER CONSULTING GROUP	07/17/15	375.00	BLDG PERMIT MAINTENANCE AND SUPPORT
105312	6533	CA POLICE CHIEFS ASSOC	07/17/15	630.00	CPCA MEMB DUES
105313	1349	CAHN MEMBERSHIP	07/17/15	280.00	CAHN MEMB
105314	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	07/17/15	16,071.77	FY14-15 TRAFFIC SIGNAL AND STREET LIGHT
105315	9593	CGIA ATTN REGISTRATION PMB 331	07/17/15	350.00	SET TRAINING
105316	10793	ELIZABETH MEJIA	07/17/15	200.00	CLASS CANCELLATION
105317	7183	DEMARAY'S GYMNASTICS ACADEMY	07/17/15	646.10	RECREATION CONTRACT
105318	9511	DWYS LLC DBA RENAISSANCE TOTS, LLC ATTN	07/17/15	1,356.50	RECREATION CONTRACT
105319	310	EQUIFAX INFORMATION SVCS LLC	07/17/15	50.00	CREDIT REPORTS
105320	3217	SOREN FAJEAU	07/17/15	320.99	MILEAGE/MTG EXPENSES
105321	11302	FOOD SERVICE WAREHOUSE	07/17/15	1,820.36	ICE MACHINE
105322	5106	CITY OF FREMONT FINANCIAL SERVICES OFFIC	07/17/15	3,795.44	SHELTER OPERATING EXPS
105323	167	HARRIS COMPUTER SYSTEMS	07/17/15	2,931.77	FINANCE SYSTEM SUPPORT
105324	10771	HOGAN, RODERICK	07/17/15	413.51	ADV TRAFFIC SCHOOL 6/15-6/26/15
105325	10486	SHAKATI KHALSA	07/17/15	240.00	RECREATION CONTRACT
105326	711	LEXISNEXIS	07/17/15	160.00	LEGAL ONLINE RESOURCE
105327	7189	LINCOLN EQUIPMENT INC	07/17/15	1,350.00	CHEMICAL CONTROLLER
105328	11246	LOOMIS ARMORED	07/17/15	691.63	ARMORED CAR SERVICE
105329	9029	MEYERS NAVE RIBACK SILVER & WILSON	07/17/15	710.00	LITIGATION AND CONSULTING SERVICES
105330	10490	MILPITAS GOLFLAND	07/17/15	348.75	SUMMER DAY CARE TRIP 8/13/15
105331	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	07/17/15	1,557.09	YEAR-END USED OIL KITS FOR CAL RECYCLE G
105332	10750	NATIONAL AQUATICS SERVICES	07/17/15	210.00	GELCOAT REPAIR
105333	349	PACIFIC GAS & ELECTRIC	07/17/15	100.40	YE GAS/ELECTRIC BIL
105334	10729	PETTY CASH CUSTODIAN-PUBLIC WORKS MYVAN	07/17/15	71.18	PROGRAM EXPENSES-PETTY CASH
105335	10729	PETTY CASH CUSTODIAN-RECREATION CHERYL G	07/17/15	729.13	PROGRAM EXPENSES-PETTY CASH
105336	329	PHOENIX GROUP INFORMATION SYSTEMS	07/17/15	201.75	PARKING CITATION PROGRAM
105337	7885	RENNE SLOAN HOLTZMAN SAKAI LLP	07/17/15	10,141.93	ADMINISTRATIVE INVESTIGATION SERVICES
105338	11277	SHRED-IT USA	07/17/15	112.93	SHREDDING SVCS
105339	11098	SILVER & WRIGHT LLP	07/17/15	4,843.44	LITIGATION AND CONSULTING
105340	40	STAPLES ADVANTAGE DEPT LA	07/17/15	2,038.67	OFFICE SUPPLIES
105341	676	SUMMIT UNIFORMS CORP	07/17/15	90.26	UB UNIFORM BELTS FOR HQ1
105342	10968	UTILITY TELEPHONE	07/17/15	1,218.49	ANNUAL TELECOM FY2015-16
105343	10998	GARY M SHELDON VBS SERVICES	07/17/15	700.00	BLOOD WITHDRAWAL SVC
105344	5623	VERIZON WIRELESS	07/17/15	3,441.34	PD CELLULAR SVC
105345	11304	WENDY WALKER	07/17/15	231.07	RECORDS SCHOOL EXPENSES
Total				66,814.17	

Final Disbursement List. Check Date 07/24/15, Due Date 08/10/15, Discount Date 08/10/15. Computer Checks.  
 Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
105346	10736	ABACUS PRODUCTS INC	07/24/15	654.67	CITY LETTERHEAD/ENVELOPES
105347	149	ABAG PLAN CORPORATION	07/24/15	268,531.00	ANNUAL INSURANCE PREMIUM - PROPERTY AND
105348	413	AIR EXCHANGE INC	07/24/15	2,632.37	INSPECTION AND REPAIR OF PLYMOVENT EXHAU
105349	1774	AIRGAS USA, LLC	07/24/15	51.14	FY14-15 WELDING SUPPLIE
105350	344	ALAMEDA COUNTY WATER DISTRICT	07/24/15	67,041.16	YE WATER USAGE
105351	12	ALLIED AUTO STORES INC	07/24/15	938.89	MISC VEHICLE PARTS
105352	411	AIG BENEFIT SOLUTIONS	07/24/15	680.80	ANNUAL PO FOR LIFE INSURANCE PREMIUMS
105353	100	ARC DOCUMENT SOLUTIONS	07/24/15	73.91	ENCROACHMENT PERMIT TRIPLICATE FORMS
105354	1130	CRAIG ASHMORE	07/24/15	1,940.50	RECREATION CONTRACT
105355	1085	AT&T	07/24/15	38.65	LONG DISTANCE
105356	381	BAY AREA NEWS GROUP EAST BAY	07/24/15	464.80	ADVERTISING FOR PROJECT 1093, 2014 ASPHA
105357	9680	BAY CENTRAL PRINTING	07/24/15	2,013.02	CITY NEWSLETTER
105358	3046	BEELINE GLASS CO INC	07/24/15	507.94	REPLACEMENT MIRROR
105359	9888	BUREAU VERITAS NORTH AMERICA INC FILE 59	07/24/15	5,872.35	YE BLDG INSPECTION SERVICES
105360	10845	CONTINUING EDUCATION OF THE BAR (CEB) OR	07/24/15	384.03	LEGAL REFERENCE/LIBRARY MATERIALS
105361	11254	CENTRAL MEDICAL LAB INC	07/24/15	100.00	BLOOD WITHDRAWAL SERVICE
105362	33	CENTRAL TOWING & TRANSPORT LLC	07/24/15	116.25	FY14-15 TOWING
105363	458	CHEVRON AND TEXACO BUSINESS CARD SERVICE	07/24/15	800.47	FUEL
105364	10970	COCA COLA REFRESHMENTS UNION CITY SALES	07/24/15	538.99	CAPE PURCHASES
105365	10793	MARCO GUZMAN	07/24/15	188.00	CLASS REFUND
105366	10793	BECKY RODAMER	07/24/15	350.00	LEAGUE CYLD
105367	10793	ACHIEVER INSTITUTE	07/24/15	50.00	GRP DEPOSIT RTN
105368	10793	CITY OF SUNNYVALE	07/24/15	50.00	GRP DEPOSIT RTN
105369	10793	SANTA CLARA YOUTH ACTIVITY CENTER	07/24/15	50.00	GRP DEPOSIT RTN
105370	10793	CITY OF SAN MATEO	07/24/15	50.00	GRP DEPOSIT RTN
105371	10793	SHANNON ROPER	07/24/15	100.00	BDAY DEPOSIT RTN
105372	10793	MARIN ZAMBRANO	07/24/15	92.50	LIFEGUARD TRNG PARTIAL RTN
105373	10793	MERINNA PERALTA	07/24/15	97.00	PARTIAL COURSE REFUND
105374	10793	AARON LIM	07/24/15	92.50	PARTIAL COURSE REFUND
105375	10793	CORY AMERZQUITA	07/24/15	92.50	PARTIAL COURSE REFUND
105376	10793	TABITHA BAGUIO	07/24/15	97.00	PARTIAL COURSE REFUND
105377	10793	KYLE WININGER	07/24/15	97.00	PARTIAL COURSE REFUND
105378	10793	NEW HAVEN UNIFIED SCHOOL DIST PIONEER EL	07/24/15	100.00	GRP DEPOSIT RTN
105379	10793	NEW HAVEN UNIFIED SCHOOL DIST ALVARADO E	07/24/15	50.00	GRP DEPOSIT RTN
105380	10793	SANDPIPER ELEMENTARY SCHOOL PTA	07/24/15	100.00	GRP DEPOSIT RTN
105381	10793	CESAR CHAVEZ MIDDLE SCHOOL	07/24/15	300.00	RENTAL DEPOSIT RTN
105382	10793	PALOMARES ELEMENTARY SCHOOL	07/24/15	300.00	RENTAL DEPOSIT RTN
105383	10793	STANTON PARENT ASSOCIATION C/O STANTON E	07/24/15	92.00	GRP DEPOSIT RTN
105384	10793	JEWISH COMMUNITY CENTER OF SF	07/24/15	50.00	GRP DEPOSIT RTN
105385	10793	CORPUS CHRISTI SUMMER CAMP	07/24/15	50.00	GRP DEPOSIT RTN
105386	380	DEPARTMENT OF SOCIAL SERVICES	07/24/15	484.00	ANNUAL LICENSE FEE FOR LICENSED CHILD CA
105387	184	DEPARTMENT OF TRANSPORTATION CASHIER HQ	07/24/15	473.27	FY14/15 SHARED ENERGY/MAINTENANCE
105388	9511	DWYS LLC DBA RENAISSANCE TOTS, LLC ATTN	07/24/15	441.00	RECREATION CONTRACT
105389	10642	FASTENAL COMPANY	07/24/15	16.23	MISC PARKS PARTS
105390	522	FEDEX	07/24/15	30.23	FEDEX EXPRESS SERVICES
105391	10890	THE FIBAR GROUP, LLC	07/24/15	6,738.63	2014-15 YE FIBAR
105392	1120	FORENSIC ANALYTICAL SCIENCES, INC	07/24/15	119.00	LAB TESTS
105393	5106	CITY OF FREMONT FINANCIAL SERVICES OFFIC	07/24/15	1,250.00	CASE MGMT SERVICES
105394	11224	FREMONT RECYCLING & TRANSFER STATION	07/24/15	11,766.56	GARBAGE SERVICES CY2015
105395	10857	FREMONT TILE & CARPET LLC	07/24/15	1,813.00	RUBBER FLOORING IN WEIGHT ROOM
105396	4441	FREMONT UNIFIED SCHOOL DISTRICT TRANSPOR	07/24/15	332.00	SDC BUS TRANSPORT JULY/AUG 2015

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
105397	11157	JASON GERMANO	07/24/15	200.00	RESERVE UNIF ALLOWANCE
105398	8762	GHA TECHNOLOGIES INC	07/24/15	74.07	ROLLS
105399	11307	GROUP 4 ARCHITECTURE, RESEARCH & PLANNING	07/24/15	10,726.30	CONTRACT COSTS
105400	11308	HAPPY BIRDS	07/24/15	325.00	ENTERTAINMENT FOR SENIOR CENTER
105401	1591	PHILIP H HOLLAND	07/24/15	200.00	RESERVE UNIF ALLOWANCE
105402	1457	HOME DEPOT CREDIT SERVICES DEPT 32-25409	07/24/15	367.41	FY14-15 YE SUPPLIES
105403	10663	HOSE & FITTING ETC	07/24/15	25.01	MISC EQUIPMENT PARTS
105404	7593	BRUCE HOWCROFT	07/24/15	200.00	RESERVE UNIF ALLOWANCE
105405	11123	I PIZZA	07/24/15	2,792.65	PIZZAS
105406	3642	IMAGE SALES INC	07/24/15	434.76	SUPPLIES AND SERVICE AGREEMENT FOR ID PR
105407	1055	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	07/24/15	195.00	ANNUAL MEMBERSHIP FEE THROUGH 09/30/16
105408	6009	JT2 INTEGRATED RESOURCES ATTN: CLAIMS AC	07/24/15	21,669.13	WORKER'S COMPENSATION REIMBURSEMENT
105409	6690	KELLY-MOORE PAINT COMPANY INC	07/24/15	291.69	2014-15 YE PAINT
105410	7964	KNORR SYSTEMS INC	07/24/15	238.78	CHEMICAL PURCHASES
105411	293	LANGUAGE LINE SERVICES INC	07/24/15	127.13	INTERPRETATION SVCS
105412	9117	RICHARD LOPEZ	07/24/15	917.40	SPEAR INSTRUCTOR EXPENSE ADVANCE 8/3-8/6
105413	80	LYNN PEAVEY COMPANY	07/24/15	105.08	CERT SUPPLIES
105414	3518	MAD SCIENCE OF THE BAY AREA ATTN SUSAN F	07/24/15	2,894.40	RECREATION CONTRACT
105415	10920	MOUNTAIN MIKE'S PIZZA	07/24/15	71.02	SPECIAL EVENT FOOD
105416	10710	MUNICIPAL CODE CORPORATION	07/24/15	500.00	ONLINE CODE HOSTING
105417	11303	MUSEUM OF LOCAL HISTORY GUILD	07/24/15	740.00	HISTORY MUSEUM
105418	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	07/24/15	4,938.08	FY14-15 AUTO SUPPLIES
105419	10675	JEFF NEITHERCUTT	07/24/15	259.10	BIKE PART
105420	11089	NEWPARK AUTO SERVICE	07/24/15	836.02	VEHICLE REPAIR
105421	10829	KOURSH NIKOUI NIKOUI & ASSOC-FORENSIC I	07/24/15	550.00	LATENT PRINTS
105422	2027	PACHECO BROTHERS GARDENING INC	07/24/15	9,409.00	IRRIGATION RETROFIT
105423	349	PACIFIC GAS & ELECTRIC	07/24/15	76,846.41	FY15-16 STREET/TRAFFIC LIGHT ENERGY COST
105424	3429	PEARSON EQUIPMENT & MAINTENANCE	07/24/15	2,212.50	FY14-15 UST SERVICE
105425	10729	PETTY CASH CUSTODIAN-POLICE BEVERLY RYAN	07/24/15	312.35	POLICE PETTY CASH EXPENSES
105426	329	PHOENIX GROUP INFORMATION SYSTEMS	07/24/15	208.15	PARKING CITATION PROGRAM
105427	10668	PRUDENTIAL OVERALL SUPPLY	07/24/15	1,606.73	FY14-15 MATS/TOWELS/UNIFORMS
105428	9337	ELIZABETH DANSIE, M.A., M.F.C.C. PSYCHOL	07/24/15	7,000.00	PSYCH SVCS FOR 15/16
105429	9811	REDFLEX TRAFFIC SYSTEMS	07/24/15	18,800.00	REDLIGHT CAMERA MONITORING
105430	7885	RENNE SLOAN HOLTZMAN SAKAI LLP	07/24/15	504.00	LEGAL SERVICES
105431	11305	SAN DIEGO COUNTY LAW ENFORCEMENT EXPLORE	07/24/15	4,880.00	EXPLORER ACADEMY
105432	112	WILLE ELECTRICAL SUPPLY CO INC	07/24/15	627.98	FY14-15 YE ELECTRICAL SUPPLIES
105433	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	07/24/15	170.00	WEB HOSTING, SPAM FILTERING & SECURITY S
105434	9381	SCHINDLER ELEVATOR CORPORATION	07/24/15	1,309.44	ELEVATOR PREVENTATIVE MAINT. AT FS#1
105435	11306	SUNGARD PUBLIC SECTOR INC	07/24/15	29,375.00	CIP PROJECT 1043 - BUILDING PERMIT SOFTW
105436	1765	TEMPERATURE TECHNOLOGY INC	07/24/15	10,529.94	FY14-15 YE HVAC REPAIR
105437	337	TROPHY TOWNE	07/24/15	81.75	DISP RECOGNITION BANQUET
105438	7517	U S FOODS INC SAN FRANCISCO	07/24/15	732.39	CAFE PURCHASES
105439	10968	UTILITY TELEPHONE	07/24/15	15,655.24	ANNUAL TELECOM FY2015-16
105440	10998	GARY M SHELDON VBS SERVICES	07/24/15	250.00	BLOOD WITHDRAWAL SVC
105441	5623	VERIZON WIRELESS	07/24/15	3,899.07	PURCHASE OF IPADS/ IPAD SERVICE
105442	5623	AMERICAN MESSAGING	07/24/15	23.12	PAGER SVC
105443	5050	WEST COAST ARBORISTS INC	07/24/15	7,345.87	TREE MAINTENANCE
105444	340	WITMER-TYSON IMPORTS	07/24/15	500.00	K9 TRAINING/SUPPLIES
105445	3245	ZUMAR INDUSTRIES INC	07/24/15	862.77	2014-15 YE SIGNS
Total				622,113.10	

Final Disbursement List. Check Date 07/24/15, Due Date 08/10/15, Discount Date 08/10/15. Computer Checks.  
 Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
105446	1077	NEWARK EXPLORER POST #467 ATTN: SAL SAND	07/24/15	4,880.00	EXPLORER ACADEMY EXPENSES
		Total		4,880.00	

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Final Disbursement List. Check Date 07/30/15, Due Date 08/18/15, Discount Date 08/18/15. Computer Checks.

Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
105447	10658	4LEAF INC	07/30/15	12,978.15	BLDG INSPECTION SERVICES
105448	10736	ABACUS PRODUCTS INC	07/30/15	339.25	PRINTING SVCS
105449	149	ABAG PLAN CORPORATION	07/30/15	78,463.71	DEDUCTIBLE COSTS
105450	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	07/30/15	720,925.32	FY15-16 FIRE ENGINE REPAIRS
105451	284	TREASURER OF ALAMEDA COUNTY INFORMATION	07/30/15	2,818.33	AWS ACCESS FEES
105452	147	AT&T MOBILITY	07/30/15	1,978.51	CELL SVC FOR MDT'S
105453	214	CENTRAL VETERINARY HOSPITAL	07/30/15	183.25	VET SVCS
105454	10650	HECTOR PEINADO	07/30/15	155.56	UUT FEE RETURN
105455	10650	CITY OF FREMONT S.A.C.N.E.T.	07/30/15	22,011.00	EVIDENCE RETURN
105456	10649	HELEN HUANG	07/30/15	1,000.00	PERFORMANCE BOND RTN
105457	10793	RESURRECTION SCHOOL	07/30/15	50.00	GRP DEPOSIT RTN
105458	63	THE GOODYEAR TIRE & RUBBER CO	07/30/15	691.35	TIRES
105459	5767	FREMONT PARK GOLF COURSE	07/30/15	162.50	RECREATION CONTRACT
105460	10707	GYM DOCTORS	07/30/15	150.00	FITNESS EQUIPMENT MAINT
105461	11123	I PIZZA	07/30/15	946.80	PIZZAS FOR CAFE & PARTIES
105462	3642	IMAGE SALES INC	07/30/15	134.20	SUPPLIES AND SERVICE AGREEMENT FOR ID PR
105463	5069	KIDZ LOVE SOCCER	07/30/15	1,825.80	RECREATION CONTRACT
105464	7189	LINCOLN EQUIPMENT INC	07/30/15	871.62	POOL CHEMICALS AND EQUIPMENT
105465	80	LYNN PEAVEY COMPANY	07/30/15	11.33	EVIDENCE SUPPLIES
105466	11271	MASAKOS MUSIC STUDIO MASAKO YAMAMOTO	07/30/15	545.40	RECREATION CONTRACT
105467	10865	NEW IMAGE LANDSCAPE	07/30/15	16,794.00	PROJECT 1007C LANDSCAPE MAINT PROJECT
105468	11089	NEWPARK AUTO SERVICE	07/30/15	570.15	AC REPAIR
105469	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	07/30/15	299.00	PEST CONTROL
105470	2460	PERS LONG-TERM CARE PROGRAM	07/30/15	67.54	PAYROLL PREMIUMS
105471	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	07/30/15	136.98	SPECIFICATIONS PRINTING FOR PROJECT 1094
105472	107	RALEY'S SUPERSTORES IN STORE CHARGE-ACCT	07/30/15	576.54	PROGRAM SUPPLIES
105473	11234	RAY MORGAN COMPANY	07/30/15	8,107.10	COPIER RENTAL AGREEMENT RESO#10263
105474	11283	DOMINGO REYNOLDS	07/30/15	90.00	RECREATION CONTRACT
105475	11218	JESSE RIOS	07/30/15	60.00	RECREATION CONTRACT
105476	11074	RUTAN & TUCKER LLP	07/30/15	29,233.58	LITIGATION AND CONSULTING
105477	654	SFUC-WATER DEPARTMENT CUSTOMER SERVICE	07/30/15	2,947.13	FY15-16 HETCH HETCHY RENT
105478	1741	SIRCHIE FINGER PRINT LABORATORIES	07/30/15	90.13	EVIDENCE SUPPLIES
105479	4418	SMITH & SONS ELECTRICAL CONTRACTORS INC	07/30/15	648.00	ELECTRICAL REPAIRS
105480	40	STAPLES ADVANTAGE DEPT LA	07/30/15	1,981.30	OFFICE SUPPLIES
105481	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	07/30/15	150.00	PAYROLL WITHHOLDING
105482	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	07/30/15	135.00	PAYROLL WITHHOLDINGS
105483	1765	TEMPERATURE TECHNOLOGY INC	07/30/15	1,980.41	FY15-16 HVAC REPAIRS
105484	337	TROPHY TOWNE	07/30/15	421.05	DEPT AWARDS
105485	5246	TURF STAR INC	07/30/15	91.48	PARTS FOR #402
105486	2038	U S BANK CM-9690	07/30/15	880.00	LOIB DIST#26 REASSESSMENT
105487	7517	U S FOODS INC SAN FRANCISCO	07/30/15	1,005.72	CAFE PURCHASES
105488	928	UNDERGROUND SERVICE ALERT	07/30/15	732.00	UNDERGROUND SERVICE ALERT ANNUAL MEMBERS
105489	3446	UNIVERSAL SPECIALTIES INC	07/30/15	267.58	DRINKING FOUNTAIN KIT
105490	7684	WARNACO SWIMWEAR GRP/AFC	07/30/15	981.77	GOGGLES
105491	5050	WEST COAST ARBORISTS INC	07/30/15	2,154.12	STREET TREE MAINTENANCE
105492	11206	Y.A.A., INC	07/30/15	1,026.00	RECREATION CONTRACT
Total				917,668.66	

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
105493	7922	AARP ATTN ANNETTE PAREDES	08/07/15	75.00	MATURE DRIVING COURSE 7/21/15
105494	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	08/07/15	1,646.30	PAYROLL PREMIUMS
105495	11294	AMERICAN TECHNOLOGIES, INC CORPORATE OFF	08/07/15	2,048.88	ABATEMENT AT RUSCHIN FIRE STATION
105496	134	BATTERY SYSTEMS	08/07/15	200.71	STOCK VEHICLE BATERIES
105497	4534	BAY AREA BARRICADE SERVICE INC	08/07/15	91.98	FY15-16 STEEL POSTS AND SIGNS
105498	4676	B-K MILL & FIXTURE	08/07/15	10,780.00	PLAN CHECK ROOM REMODEL
105499	23	FRANK BONETTI PLUMBING INC	08/07/15	488.84	FY15-16 PLUMBING REPAIRS
105500	3665	BRUCE'S TIRE	08/07/15	120.00	FY14-15 YE TIRE PURCHASES
105501	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	08/07/15	23,262.02	FY14-15 TRAFFIC SIGNAL AND STREET LIGHT
105502	10060	COMCAST	08/07/15	89.89	CABLE SVCS
105503	10793	FAMILY SUPPORT SERVICES	08/07/15	36.00	GRP DEPOSIT RTN
105504	10793	KINGDOM KREW	08/07/15	50.00	GRP DEPOSIT RTN
105505	10793	PLEASANTON UNIFIED SCHOOL DIST KIDS CLUB	08/07/15	50.00	GRP DEPOSIT RTN
105506	10793	FELICIA PATTON	08/07/15	90.00	CLASS CXLD
105507	10793	AL MEDINA EDUCATION CENTER	08/07/15	300.00	RENTAL DEPOSIT RTN
105508	10793	LORENA RUEDA	08/07/15	300.00	NCC RENTAL DEPOSIT RTN
105509	41	DALE HARDWARE	08/07/15	730.11	FY14-15 YE MISC SUPPLIES
105510	7631	DELTA DENTAL	08/07/15	6,704.27	PAYROLL PREMIUMS
105511	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	08/07/15	478.56	PAYROLL PREMIUMS
105512	10575	ALHAMBRA	08/07/15	59.18	WATER SERVICE FOR SDC FISCAL YR 15/16
105513	4731	EWING IRRIGATION PRODUCTS INC	08/07/15	227.69	IRRIGATION SUPPLIES
105514	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	08/07/15	615.58	PAYROLL PREMIUMS
105515	522	FEDEX	08/07/15	53.51	JULY 2015 PUBLIC WORKS FEDEX MAILINGS.
105516	1733	FIRST BAPTIST CHURCH	08/07/15	80.00	PAYROLL CONTRIBUTIONS
105517	11027	FITGUARD, INC	08/07/15	99.00	FITNESS EQUIP MAINT
105518	5106	CITY OF FREMONT FINANCIAL SERVICES OFFIC	08/07/15	7,851.02	SHELTER OPERATING EXPS
105519	964	GALLS, LLC	08/07/15	173.64	UB USE OF FORCE INSTRUCTOR POLOS
105520	11157	JASON GERMANO	08/07/15	200.00	RESERVE UNIF ALLOWANCE
105521	10655	GRANITEROCK	08/07/15	763.00	FY15-16 STREET SUPPLIES (CUTBACK)
105522	11219	APRIL HARRIS	08/07/15	130.00	RECREATION CONTRACT
105523	1591	PHILIP H HOLLAND	08/07/15	200.00	RESERVE UNIF ALLOWANCE
105524	7593	BRUCE HOWCROFT	08/07/15	200.00	RESERVE UNIF ALLOWANCE
105525	70	HYDROTEC IRRIGATION EQUIPMENT SRVC	08/07/15	657.18	FY15-16 IRRIGATION COTROLLER REPAIR
105526	6009	JT2 INTEGRATED RESOURCES CORPORATE ACCOU	08/07/15	3,435.61	ANNUAL PO FOR WORKER'S COMP ADMINISTRATI
105527	867	LAWCX	08/07/15	185,844.00	EXCESS WORKER'S COMPENSATION PREMIUM
105528	711	MATTHEW BENDER & CO INC	08/07/15	657.88	BOOKS & BULLETINS
105529	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	08/07/15	445.45	ANNUAL PO FOR CITY EMPLOYEE ASSISTANCE P
105530	11271	MASAKOS MUSIC STUDIO MASAKO YAMAMOTO	08/07/15	544.80	RECREATION CONTRACT
105531	11222	GREG MENGIS	08/07/15	804.60	RECREATION CONTRACT
105532	7618	METLIFE SBC	08/07/15	2,072.49	PAYROLL PREMIUM
105533	5046	MOTOROLA SOLUTIONS INC	08/07/15	77.95	TRAFFIC SUPPLIES
105534	10886	MUNISERVICES, LLC ATTN: BILLING DEPT.	08/07/15	980.36	BUSINESS LICENSE DISCOVERY
105535	349	PACIFIC GAS & ELECTRIC	08/07/15	50.31	FY15-16 STREET/TRAFFIC LIGHT ENERGY COST
105536	11014	PACIFIC PLUMBING & SEWER SERVICE	08/07/15	269.95	CLEAR LINES AT SHELTER
105537	2460	PERS LONG-TERM CARE PROGRAM	08/07/15	67.54	PAYROLL PREMIUMS
105538	10932	PETERSEN	08/07/15	2,583.71	VEHICLE REPAIR
105539	4176	MICHAEL QUEBEC	08/07/15	1,009.50	RECREATION CONTRACT
105540	11218	JESSE RIOS	08/07/15	50.00	RECREATION CONTRACT
105541	11074	RUTAN & TUCKER LLP	08/07/15	6,006.00	LITIGATION AND CONSULTING
105542	11297	SOFT RESOURCES LLC	08/07/15	16,710.36	FINANCE SOFTWARE EVALUATION
105543	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	08/07/15	150.00	PAYROLL WITHHOLDINGS

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
105544	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	08/07/15	135.00	PAYROLL WITHHOLDING
105545	1765	TEMPERATURE TECHNOLOGY INC	08/07/15	11,276.97	FY15-16 HVAC REPAIRS
105546	11311	TRAFFIC DATA SERVICE	08/07/15	120.00	PROJECT 996, TRAFFIC CALMING MEASURES
105547	3930	UNION BANK OF CALIFORNIA N.A. CORPORATE	08/07/15	2,190.00	COP 2002-CITY OF NEWARK ACCT# 6711691400
105548	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	08/07/15	388.98	PAYROLL PREMIUMS BCN#E0246926
105549	5623	VERIZON WIRELESS	08/07/15	3,349.60	GPS TRACKER/IPHONE SVC
105550	5050	WEST COAST ARBORISTS INC	08/07/15	14,085.25	STREET REPAIR WORK FY 14/15
Total				312,158.67	

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
105551	7922	AARP ATTN ANNETTE PAREDES	08/14/15	75.00	MATURE DRIVING COURSE
105552	10	ABC FIRE PROTECTION INC	08/14/15	2,151.75	FY15-16 FIRE EXTIGUISHER
105553	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	08/14/15	237.61	FY15-16 FIRE ENGINE REPAIRS
105554	3853	COUNTY OF ALAMEDA INTERNAL AUDIT UNIT RI	08/14/15	1,685.50	CITATION PROCESSING
105555	344	ALAMEDA COUNTY WATER DISTRICT	08/14/15	1,562.30	FY15-16 WATER USAGE
105556	14	ALPINE AWARDS	08/14/15	226.55	TSHIRTS
105557	11289	ALTA LANGUAGE SERVICES	08/14/15	60.00	BILINGUAL TESTING FOR R. BOLA
105558	10999	RITU KHURANA BAYAREA DEBATE CLUB	08/14/15	1,726.50	RECREATION CONTRACT
105559	1131	BAY ISLAND OFFICIALS ASSOCIATION ATTN FR	08/14/15	1,282.00	SPORTS OFFICIATING
105560	7898	CALIFORNIA DIESEL & POWER	08/14/15	5,607.57	MAJOR SERVICE OF GENERATOR AT CITY HALL
105561	6304	CLASSIC GRAPHICS T & J LEWIS INC	08/14/15	578.78	BUMPER REPAIRS #2
105562	10970	COCA COLA REFRESHMENTS UNION CITY SALES	08/14/15	755.30	CAFE PURCHASES
105563	10060	COMCAST	08/14/15	92.38	CABLE TV
105564	1109	CAPITAL ONE COMMERCIAL	08/14/15	3,425.54	PROGRAM SUPPLIES
105565	2554	CPS HUMAN RESOURCE SERVICES	08/14/15	2,261.00	GENERAL LABORER WRITTEN EXAM RENTAL
105566	10649	MICHAELS/JAY DEE/COLUCCIO JOINT VENTURE	08/14/15	20,005.00	PERFORMANCE BOND RTN
105567	10649	PFS#16 NEWARK HOLY GHOST	08/14/15	4,305.88	PERFORMANCE BOND RTN
105568	10793	TOM BUAPHAN	08/14/15	100.00	BDAY DEPOSIT RTN
105569	10793	MANUEL FARIAS	08/14/15	300.00	RENTAL DEPOSIT RTN
105570	10793	LAN PHUONG-HOANG	08/14/15	468.00	ANNUAL PASS CXLD
105571	10793	JACKIE FETTY	08/14/15	45.00	REC COURSE ADJUSTMENT
105572	10793	SCRIBBLES MONTESSORI SCHOOL	08/14/15	50.00	GRP DEPOSIT RTN
105573	10677	DAILY JOURNAL CORP CALIFORNIA NEWSPAPER	08/14/15	237.50	LEGAL ADS
105574	4411	AMY DAVIS	08/14/15	203.98	MILEAGE/MISC PROGRAM SUPPLIES
105575	10794	DUKE DE LEON	08/14/15	285.00	VIDEO RECORDING SERVICES
105576	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	08/14/15	354.00	FINGERPRINTING FEES
105577	904	EMPLOYMENT DEVELOPMENT DEPARTMENT ATTN:	08/14/15	576.00	ANNUAL PO FOR UNEMPLOYMENT INSURANCE
105578	310	EQUIFAX INFORMATION SVCS LLC	08/14/15	50.42	ANNUAL PO FOR CREDIT REPORTS
105579	10478	EUGENE'S HOME APPLIANCE SERVICE	08/14/15	557.17	FY15-16 APPLIANCE REPAIR
105580	4441	FREMONT UNIFIED SCHOOL DISTRICT	08/14/15	964.00	SDC BUS TRANSPORT JULY/AUG 2015
105581	313	FREMONT URGENT CARE CENTER	08/14/15	60.00	ANNUAL PO FOR PRE-EMPLOYMENT/DOT PHYSICA
105582	1966	HRDIRECT G NEIL CORPORATION	08/14/15	912.34	LABOR LAW POSTERS FOR 13 WORKSITES
105583	11307	GROUP 4 ARCHITECTURE, RESEARCH & PLANNIN	08/14/15	34,412.40	CONTRACT COSTS
105584	10192	JOHN DEERE LANDSCAPES, INC/LESCO	08/14/15	261.06	FY15-16 IRRIGATION SUPPLIES
105585	7496	LEXIPOL LLC	08/14/15	3,200.00	UB POLICY MANUAL SUBSCRIPTION
105586	7189	LINCOLN EQUIPMENT INC	08/14/15	323.09	POOL CHEMICALS AND EQUIPMENT
105587	11205	MARINA ZEPEDA TRI COUNTY BLDG MAINT	08/14/15	19,801.72	FY15-16 JANITORIAL SERVICES
105588	9029	MEYERS NAVE RIBACK SILVER & WILSON	08/14/15	2,065.00	LEGAL CONSULTING
105589	11249	MOJO MAGIC	08/14/15	576.64	CITY OF NEWARK JACKETS
105590	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	08/14/15	1,102.13	FY15-16 AUTOMOTIVE SUPPLIES
105591	11089	NEWPARK AUTO SERVICE	08/14/15	1,019.99	VEHICLE REPAIRS
105592	871	NORCAL DANVILLE HR-MEGAN SHANNON	08/14/15	185.00	REGISTRATION FEE FOR TRAINING
105593	10580	PELLE TECHNOLOGIES INC	08/14/15	899.63	PROJECT 884
105594	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	08/14/15	465.00	FY15-16 PEST MANAGEMENT
105595	10668	PRUDENTIAL OVERALL SUPPLY	08/14/15	1,305.96	UNIFORM/TOWELS/MATS
105596	11203	R.F. MACDONALD	08/14/15	605.00	FY 14-15 YE BOILER REPAIRS/SERVICE
105597	11298	ANA RECINOS	08/14/15	1,117.47	ERGONOMIC EVALUATIONS FOR 3 CITY EMPLOYE
105598	6303	JUDITH A ROBBINS CONSULTING MUNICIPAL AT	08/14/15	453.75	LEGAL CONSULTING AND LITIGATION
105599	644	ROSIE'S TOURS ROSIE MONIZ	08/14/15	720.00	SR TRIP TRANSPORTATION
105600	11282	STAR SPORTS	08/14/15	1,528.40	SOFTBALL PURCHASE
105601	10583	SWIMOUTLET.COM SPIRALEDGE, INC.	08/14/15	95.99	RETAIL ITEMS

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105602	7517	U S FOODS INC SAN FRANCISCO	08/14/15	866.52	CAFE PURCHASES
Total				122,206.82	

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
105603	10223	LEXISNEXIS RISK DATA MANAGEMENT INC	08/21/15	436.50	BACKGROUND CHECKS
105604	11094	ACME AUTO LEASING, LLC	08/21/15	1,909.44	ARMORED RESCUE VEH LEASE
105605	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	08/21/15	743,737.50	FIRE SERVICES
105606	14	ALPINE AWARDS	08/21/15	855.94	TSHIRTS
105607	411	AIG BENEFIT SOLUTIONS	08/21/15	676.20	ANNUAL PO FOR LIFE INSURANCE PREMIUMS
105608	348	AT&T	08/21/15	667.30	ANNUAL TELECOM FY2015-16
105609	11028	TRICIA BARTLETT	08/21/15	443.00	RECREATION CONTRACT
105610	134	BATTERY SYSTEMS	08/21/15	464.63	VEHICLE BATTERIES
105611	7275	PETER BEIRIS	08/21/15	89.56	MBSRHP/MEETING EXPENSES
105612	2970	MICHAEL BONNIE COMPUTER CONSULTING GROUP	08/21/15	375.00	BUILDING PERMIT SOFTWARE MAINT.
105613	10261	CARBONIC SERVICE	08/21/15	543.99	POOL CHEMICALS
105614	1521	MICHAEL CARROLL	08/21/15	167.37	COMMAND COLLEGE EXPENSES
105615	33	CENTRAL TOWING & TRANSPORT LLC	08/21/15	70.00	FY15-16 TOWING
105616	458	CHEVRON AND TEXACO BUSINESS CARD SERVICE	08/21/15	1,273.39	FY15-16 FUEL CHARGES
105617	1380	CHRISP COMPANY	08/21/15	4,700.00	GUARDRAIL REPLACEMENT
105618	6304	CLASSIC GRAPHICS T & J LEWIS INC	08/21/15	3,476.63	#196 REPAIRS
105619	11315	COAST RIDGE ECOLOGY LLC	08/21/15	315.00	WALNUT ST TREE CIRD SURVEY
105620	4059	COMPUCOM SYSTEMS INC	08/21/15	24,005.94	MICROSOFT ENTERPRISE AGREEMENT FY2015-16
105621	2623	COMPUTERLAND OF SILICON VALLEY	08/21/15	4,526.51	HP POE SWITCHES FOR VOIP PROJECT
105622	10677	DAILY JOURNAL CORP CALIFORNIA NEWSPAPER	08/21/15	540.00	LEGAL ADVERTISING FOR P1094, 2015 STREET
105623	7183	DEMARAY'S GYMNASTICS ACADEMY	08/21/15	839.80	RECREATION CONTRACT
105624	2135	STATE OF CALIFORNIA, DEPT OF INDUSTRIAL	08/21/15	195.00	OSHA INSPECTIONS
105625	9796	DRAEGER SAFETY DIAGNOSTICS INC	08/21/15	241.83	PAS MACHINE CALIBRATION
105626	11015	EAST BAY LAWN MOWER	08/21/15	98.41	FY15-16 SMALL ENGINES AND TOOLS
105627	153	FOLGERGRAPHICS, INC	08/21/15	7,666.33	REC & CS ACTIVITIES GUIDE PRINTING
105628	7351	KARL FREDSTROM	08/21/15	730.58	FIELD OFFICER SCHOOL EXPENSES
105629	6558	FREMONT CHRISTIAN SCHOOL	08/21/15	100.00	ENTERTAINMENT FOR SR CTR
105630	5106	CITY OF FREMONT FINANCIAL SERVICES OFFIC	08/21/15	53,178.15	PARATRANSIT SERVICES
105631	11224	FREMONT RECYCLING & TRANSFER STATION	08/21/15	12,167.88	GARBAGE SERVICES
105632	6889	GRANT & DANS TRANSMISSIONS	08/21/15	3,619.64	FY15-16 TRANSMISSION REPAIR
105633	167	HARRIS COMPUTER SYSTEMS	08/21/15	5,863.54	SELECT FINANCE SYSTEM MAINTENANCE FY2015
105634	70	HYDROTEC IRRIGATION EQUIPMENT SRVC	08/21/15	797.06	PC BOARD UPGRADE
105635	6009	JT2 INTEGRATED RESOURCES ATTN: CLAIMS AC	08/21/15	24,853.97	ANNUAL PO FOR WORKER'S COMP TRUST FUND R
105636	7964	KNORR SYSTEMS INC	08/21/15	217.90	POOL CHEMICALS
105637	190	LC ACTION POLICE SUPPLY LTD	08/21/15	3,383.55	HOLSTER/LIGHT REPLACEMENT AP#2015-21
105638	768	ALAN LEWIS	08/21/15	799.98	K-9 COLLARS
105639	3644	LEXISNEXIS	08/21/15	160.00	ONLINE LEGAL RESEARCH SUBSCRIPTION
105640	7189	LINCOLN EQUIPMENT INC	08/21/15	350.40	POOL EQUIPMENT
105641	8218	JOLIE MACIAS	08/21/15	100.00	LOCKSMITH SERVICES
105642	11309	MANUEL FERNANDEZ CONSTRUCTION	08/21/15	2,530.30	STEP REPAIRS AT SERVICE CENTER
105643	9588	NAPA VALLEY COLLEGE CRIMINAL JUSTICE TRA	08/21/15	305.00	PATROL POST TRAINING
105644	10865	NEW IMAGE LANDSCAPE	08/21/15	14,624.00	FY15-16 LANDSCAPE MAINTENANCE
105645	324	NEWARK CHAMBER OF COMMERCE	08/21/15	9,973.81	Reimbursement for City promo activities
105646	11089	NEWARK AUTO SERVICE	08/21/15	307.97	FY15-16 AUTO REPAIRS
105647	11272	NICHOLAS CUEVAS	08/21/15	1,375.00	EDUCATIONAL REIMBURSEMENT FOR ENGLISH CO
105648	349	PACIFIC GAS & ELECTRIC	08/21/15	60,042.87	FY15-16 GAS/ELECTRIC CHARGES
105649	11014	PACIFIC PLUMBING & SEWER SERVICE	08/21/15	179.90	PLUMBING REPAIR AT CITY HALL
105650	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	08/21/15	185.00	FY15-16 PEST MANAGEMENT
105651	2460	PERS LONG-TERM CARE PROGRAM	08/21/15	67.54	PAYROLL PREMIUMS
105652	10683	PITNEY BOWES GLOBAL FINANCIAL SRVCS	08/21/15	54.90	POSTAGE SUPPLIES
105653	11185	SUNITA RANI	08/21/15	172.91	RAVEN JACKET/UNIFORM

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105654	9811	REDFLEX TRAFFIC SYSTEMS	08/21/15	18,800.00	REDLIGHT CAMERA MONITORING
105655	7885	RENNE SLOAN HOLTZMAN SAKAI LLP	08/21/15	787.50	ANNUAL PO FOR LEGAL ADVICE
105656	1204	S & J SALES JERRY LANDES	08/21/15	3,767.85	SERVER UPS BATTERIES AP#2016-3
105657	11098	SILVER & WRIGHT LLP	08/21/15	5,070.60	RECEIVERSHIP AND LITIGATION SERVICES
105658	377	SIMON & COMPANY INC	08/21/15	1,744.42	LEGISLATIVE SERVICES
105659	4418	SMITH & SONS ELECTRICAL CONTRACTORS INC	08/21/15	2,211.00	REPLACEMENT OF PANELS AT ASH
105660	40	STAPLES ADVANTAGE DEPT LA	08/21/15	2,685.26	OFFICE SUPPLIES
105661	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	08/21/15	150.00	PAYROLL WITHHOLDING
105662	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	08/21/15	135.00	PAYROLL WITHHOLDINGS
105663	11231	SURE FIRE PROTECTION CO, INC	08/21/15	1,883.00	REPLACEMENT OF AGED HOSES AT CITY HALL
105664	7517	U S FOODS INC SAN FRANCISCO	08/21/15	550.35	CAFE PURCHASES
105665	3446	UNIVERSAL SPECIALTIES INC	08/21/15	316.68	FY14-15 PLUMBING SUPPLIES
105666	5623	VERIZON WIRELESS	08/21/15	733.88	GPS TRACKER/IPHONE SVC
105667	10877	VISUAL CHEFS, LLC	08/21/15	213.75	WEBSITE MAINTENANCE
105668	10484	MATTHEW WARREN	08/21/15	1,463.34	STREET CRIMES TRNG EXPENSES
105669	339	WASHINGTON HOSPITAL GENERAL ACCOUNTING	08/21/15	100.00	LAB TESTS
105670	5050	WEST COAST ARBORISTS INC	08/21/15	600.00	FY15-16 TREE WORK
105671	365	JOHN WHITLINGER	08/21/15	283.20	RECREATION CONTRACT
Total				1,035,952.95	

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
105723	4508	PORAC LAW ENFORCEMENT NEWS C/O 911 MEDIA	08/28/15	1,475.00	UB PORAC AD FOR RECRUITMENT
105724	11203	R.F. MACDONALD	08/28/15	1,401.52	BOILER REPAIR
105725	11056	R-COMPUTER	08/28/15	2,092.80	POE SWITCH MODULE
105726	7885	RENNE SLOAN HOLTZMAN SAKAI LLP	08/28/15	500.50	LEGAL CONSULTING AND LITIGATION
105727	11283	DOMINGO REYNOLDS	08/28/15	158.50	RECREATION CONTRACT
105728	11277	SHRED-IT USA	08/28/15	112.93	SHREDDING SVC
105729	1741	SIRCHIE FINGER PRINT LABORATORIES	08/28/15	119.20	EVIDENCE SUPPLIES
105730	10804	STEVENS CREEK CJD	08/28/15	184.60	CREDIT MEMO FOR PARTS
105731	11306	SUNGARD PUBLIC SECTOR INC	08/28/15	12,500.00	CIP PROJECT 1043 - BUILDING PERMIT SOFTW
105732	679	TARGET SPECIALTY PRODUCTS	08/28/15	311.02	REPAIRS TO SPRAY TANK
105733	853	VALLEY OIL COMPANY DEPT# 35101	08/28/15	20,228.13	FUEL
105734	10998	GARY M SHELDON VBS SERVICES	08/28/15	150.00	BLOOD WITHDRAWAL SVC
105735	11160	VIEWU	08/28/15	562.50	TECHNOLOGY MAINT
105736	10822	WEE HOOP INC C/O DINAH SHAH	08/28/15	438.00	RECREATION CONTRACT
105737	340	WITMER-TYSON IMPORTS	08/28/15	762.80	K9 TRAINING/SUPPLIES
Total				159,088.08	

Final Disbursement List. Check Date 08/28/15, Due Date 09/07/15, Discount Date 09/07/15. Computer Checks.

Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
105672	10658	4LEAF INC	08/28/15	5,220.00	FY15-16 CONTRACT BLDG INSP. SERVICES
105673	10736	ABACUS PRODUCTS INC	08/28/15	913.49	CITY LETTERHEAD/ENVELOPES
105674	10223	LEXISNEXIS RISK DATA MANAGEMENT INC	08/28/15	429.00	BACKGROUND CHECKS
105675	1774	AIRGAS USA, LLC	08/28/15	52.64	FY15-16 WELDING SUPPLIES
105676	3703	ALAMEDA COUNTY HOUSING AND COMMUNITY DEV.	08/28/15	2,284.00	INHOUSE HMIS CONTRIBUTION 2015/2016
105677	287	ALAMEDA COUNTY SHERIFF'S OFFICE GREGORY	08/28/15	811.25	CRIME LAB FEES
105678	1905	BAY EQUIPMENT AND REPAIR	08/28/15	95.00	FY 15-16 TRUCK AND HEAVY EQUIPMENT REPAI
105679	3007	JOHN BECKER	08/28/15	90.80	EXEC TEAM RETREAT EXPENSES
105680	3046	BEEELINE GLASS CO INC	08/28/15	825.00	FY15-16 GLASS REPAIR AT SILLIMAN
105681	11002	JENNIFER BLOOM	08/28/15	342.72	EXPLORER ACADEMY EXPENSES
105682	23	FRANK BONETTI PLUMBING INC	08/28/15	495.00	FY15-16 PLUMBING REPAIRS
105683	214	CENTRAL VETERINARY HOSPITAL	08/28/15	203.93	K9 VET SVCS
105684	10970	COCA COLA REFRESHMENTS UNION CITY SALES	08/28/15	258.91	CAFE PURCHASES
105685	10650	GIANNINA ROMAN	08/28/15	2.00	DOG LICENSE OVERPAYMENT
105686	10793	OCTAVIO ESPINOZA	08/28/15	300.00	RENTAL DEPOSIT RTN
105687	10793	JAMES DIXON	08/28/15	97.00	PARTIAL CLASS REFUND
105688	10793	VICTORIA D'AMELIO	08/28/15	40.00	PROGRAM FEE RTN
105689	10793	JOSEPH CERVANTES	08/28/15	100.00	BDAY DEPOSIT RTN
105690	41	DALE HARDWARE	08/28/15	105.74	FY15-16 MISC SUPPLIES
105691	63	THE GOODYEAR TIRE & RUBBER CO	08/28/15	569.87	FY15-16 TIRES
105692	10575	ALHAMBRA	08/28/15	11.30	WATER SERVICE FOR SDC FISCAL YR 15/16
105693	9511	DWYS LLC DBA RENAISSANCE TOTS, LLC ATTN	08/28/15	1,055.00	RECREATION CONTRACT
105694	10451	EAST BAY REGIONAL COMMUNICATIONS SYSTEM	08/28/15	58,080.00	800MHZ ACCESS FEES
105695	10725	VINCENT KIMBROUGH	08/28/15	889.64	EE COMPUTER LOAN PROGRAM
105696	10478	EUGENE'S HOME APPLIANCE SERVICE	08/28/15	115.57	FY15-16 APPLIANCE REPAIR
105697	11027	FITGUARD, INC	08/28/15	377.63	FITNESS EQUIP MAINT
105698	1120	FORENSIC ANALYTICAL SCIENCES, INC	08/28/15	426.00	LAB TESTS
105699	5137	FOUR SEASONS POOL SERVICE	08/28/15	105.00	FY15-16 POOL SERVICE/REPAIRS
105700	5106	CITY OF FREMONT FINANCIAL SERVICES OFFIC	08/28/15	433.85	FY14/15 SHARED TRAFFIC SIGNAL COSTS
105701	2215	FREMONT WHEEL & BRAKE	08/28/15	80.00	FY15-16 ALIGNEMENTS
105702	964	GALLS, LLC	08/28/15	181.28	UB USE OF FORCE INSTRUCTOR POLOS
105703	275	GOVERNMENT FINANCE OFFICERS ASSOCIATION	08/28/15	305.00	GFOA MEMBERSHIPS/SUBSCRIPTIONS
105704	4845	HINDERLITTER DELLAMAS & ASSOCIATES	08/28/15	4,907.91	SALES TAX CONSULTING/AUDIT SERVICES
105705	1457	HOME DEPOT CREDIT SERVICES DEPT 32-25409	08/28/15	210.51	FY15-16 MIS SUPPLIES
105706	70	HYDROTEC IRRIGATION EQUIPMENT SRVC	08/28/15	423.05	UPDATE PC BOARD
105707	187	INDUSTRIAL SAFETY SUPPLY	08/28/15	151.93	FY15-16 SAFETY GEAR
105708	3866	JAM SERVICES INC	08/28/15	2,321.40	TRAFFIC SIGNAL PARTS
105709	6009	JT2 INTEGRATED RESOURCES CORPORATE ACCOU	08/28/15	3,435.61	ANNUAL PO FOR WORKER'S COMP ADMINISTRATI
105710	9904	CYNTHIA M KIRBY	08/28/15	300.00	POLYGRAPH SERVICES
105711	293	LANGUAGE LINE SERVICES INC	08/28/15	368.71	INTERPRETATION SVCS
105712	80	LYNN PEAVEY COMPANY	08/28/15	511.34	EVIDENCE SUPPLIES
105713	3518	MAD SCIENCE OF THE BAY AREA ATTN SUSAN F	08/28/15	2,344.80	RECREATION CONTRACT
105714	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	08/28/15	445.45	ANNUAL PO FOR CITY EMPLOYEE ASSISTANCE P
105715	11309	MANUEL FERNANDEZ CONSTRUCTION	08/28/15	630.00	CLEAN UP OF ASH STREET REC CENTER
105716	11205	MARINA ZEPEDA TRI COUNTY BLDG MAINT	08/28/15	4,805.00	FY15-16 JANITORIAL SERVICES
105717	10865	NEW IMAGE LANDSCAPE	08/28/15	855.00	PROJECT 1007C LANDSCAPE MAINTENACE
105718	11089	NEWPARK AUTO SERVICE	08/28/15	318.24	FY15-16 AUTO REPAIRS
105719	10918	ANKAR CYCLES, INC dba OAKLAND HARLEY-DAV	08/28/15	753.26	M23 REPAIR
105720	349	PACIFIC GAS & ELECTRIC	08/28/15	19,020.03	FY15-16 STREET/TRAFFIC LIGHT ENERGY COST
105721	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	08/28/15	300.00	FY15-16 PEST MANAGEMENT
105722	10729	PETTY CASH CUSTODIAN-POLICE BEVERLY RYAN	08/28/15	691.72	PETTY CASH REPLENISHMENT-PD