

# CITY OF NEWARK CITY COUNCIL

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-5784266 • E-mail: [city.clerk@newark.org](mailto:city.clerk@newark.org)

City Administration Building

## AGENDA

Thursday, July 28, 2016

7:30 p.m.

City Council Chambers

- A. ROLL CALL
  
- B. MINUTES
  - B.1 Approval of Minutes of the regular City Council meeting of Thursday, July 14, 2016. (MOTION)
  
- C. PRESENTATIONS AND PROCLAMATIONS
  - C.1 Introduction of employees.
  
  - C.2 Proclamation for the Portuguese Fraternal Society of America Council No. 16 Holy Ghost Festival and 94<sup>th</sup> Anniversary. (PROCLAMATION)
  
- D. WRITTEN COMMUNICATIONS
  - D.1 Planning Commission referral of a review of a conditional use permit (U-12-7) for a change of owner of a day care facility (from Genius Kids to Young Explorers) at 39768 Cedar Boulevard (Cedar Springs Shopping Center) – from Assistant Planner Bowab. (RESOLUTION)
  
- E. PUBLIC HEARINGS
  - E.1 Hearing to consider property owners' objections and confirmation of the Superintendent of Streets' report concerning weed abatement assessments – from Maintenance Supervisor Hornbeck. (MOTION)(RESOLUTION)

**F. CITY MANAGER REPORTS**

(It is recommended that Items F.1 through F.6 be acted on simultaneously unless separate discussion and/or action is requested by a Council Member or a member of the audience.)

**CONSENT**

- F.1 Amendment of the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Year 2016-2017 Capital Budget Rollover – from Senior Accountant Djurovic. (RESOLUTION)**
- 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 of the fees required for the Building Superintendent and janitorial services – Assistant Engineer Carmen and Police Sergeant Hoppe. (MOTIONS-3)**
- F.3 Acceptance of work with Chrisp Company for 2014-2015 Citywide Thermoplastic Street Striping, Project 1082 – from Associate Civil Engineer Tran. (RESOLUTION)**
- F.4 Authorization for the City Attorney to sign a Certification and Mutual Indemnification Agreement with the County of Alameda – from Senior Accountant Lee and City Attorney Benoun. (RESOLUTION)**
- F.5 Authorization for the Mayor to sign an agreement with Alameda County for participation in the Alameda County Urban County (CDBG) Program for Fiscal Year 2016-2017 – from Assistant Planner Bowab. (RESOLUTION)**
- F.6 Authorization for the Mayor to Sign the First Amendment to Lease Agreement with Alameda County for Lease of the Newark Library Facility – from Maintenance Supervisor Connolly and City Attorney Benoun. (RESOLUTION)**

**G. CITY ATTORNEY REPORTS**

**H. ECONOMIC DEVELOPMENT CORPORATION**

**I. CITY COUNCIL MATTERS**

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

**K. ORAL COMMUNICATIONS**

**L. APPROPRIATIONS**

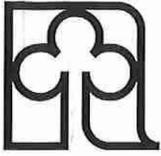
**Approval of Audited Demands for the City Council meeting of July 28, 2016. (MOTION)**

**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.



# 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, July 28, 2016

### CITY COUNCIL:

Alan L. Nagy, Mayor  
Luis L. Freitas, Vice Mayor  
Sucy Collazo  
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  
  
Soren Fajeau  
Public Works Director  
  
Jim Leal  
Police Chief  
  
David Zehnder  
Recreation and Community  
Services Director  
  
David J. Benoun  
City Attorney  
  
Sheila Harrington  
City Clerk

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

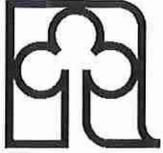
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|-------------------------------------|-------------------------|
| A. ROLL CALL                        | I. COUNCIL MATTERS      |
| B. MINUTES                          | J. SUCCESSOR AGENCY     |
| C. PRESENTATIONS AND PROCLAMATIONS  | TO REDEVELOPMENT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

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

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



# CITY OF NEWARK CITY COUNCIL

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

## Minutes

**Thursday, July 14, 2016**

### A. ROLL CALL

Mayor Nagy called the meeting to order at 8:06 p.m. Present were Council Members Hannon, Collazo, Bucci, and Vice Mayor Freitas.

### B. MINUTES

#### B.1 Approval of Minutes of the regular City Council meeting of Thursday, June 23, 2016. **MOTION APPROVED**

Moved by Council Member Collazo, seconded by Council Member Bucci to approve the minutes. The motion passed, 5 AYES.

Mayor Nagy suggested moving Oral Communication to the beginning of the agenda to allow the public to speak on behalf of the Valencia Family. Moved by Council Member Bucci, seconded by Council Member Hannon to move Oral Communications to the beginning of the meeting. The motion passed, 5 AYES.

#### ORAL COMMUNICATIONS

The following speakers addressed the City Council on the death of Teodoro Valencia Junior:

Luis Valencia (copy of his statement in the City Clerk's office)

Mrs. Valencia

Mr. Valencia

Anonymous Speaker Male

Oscar Salinas

Adam Jordan

Anonymous Speaker Female

Ramon

Michael Chapman

Rafael

Anonymous Speaker Male

Dusty

Lee Davenport

Christoff

Ruby

Christina

They requested that the police officer involved in the matter be held accountable; a retraction of previous statements and public apology, the demilitarization of the police department, reform police training and change recruitment practices, they felt disrespected at the funeral home and want the business license revoked.

Mayor Nagy stated that nothing could be said at this time as the matter was being reviewed by the District Attorney, a claim has been filed and litigation threatened.

At 9:22 p.m. Mayor Nagy declared a recess; at 9:45 p.m. the meeting resumed.

### **C. PRESENTATIONS AND PROCLAMATIONS**

The presentations were cancelled and will be rescheduled for the next City Council meeting.

### **D. WRITTEN COMMUNICATIONS**

### **E. PUBLIC HEARINGS**

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

Council Member Collazo moved, Council Member Hannon seconded, to approve Consent Calendar Item F.1, that the resolution be numbered consecutively, and that reading of the titles suffice for adoption of the resolution. The motion passed, 5 AYES.

### **CONSENT**

- F.1 Approval of plans and specifications, acceptance of bid and award of contract to Bond Blacktop, Inc. for 2016 Street Slurry Seal Program, Project 1117 – from Associate Civil Engineer Tran.**
- MOTION APPROVED  
RESOLUTION NO. 10534  
CONTRACT NO. 16032**

### **NONCONSENT**

- F.2 Authorization for the City Manager to sign a Memorandum of Understanding and a Framework Agreement with Pacific Gas & Electric Company regarding implementation of the Community Pipeline Safety Initiative in the City of Newark.**
- MOTION APPROVED  
CONTRACT NO. 16033**

City Manager Becker stated that Pacific Gas & Electric Company's (PG&E) "Community Pipeline Safety Initiative" will remove trees, vegetation, and structures that are located in close proximity to PG&E's high pressure gas transmission pipelines.

An agreement has been reached that would require PG&E to follow City regulations and reimburse the City for staff time related to this project. It also requires private property owner agreement prior to any removal of trees, structures, or other items within their easement. This would include restoration as well as any compensation to be provided to the property owner.

Mike Parsons stated that the the MOU is good, but he would like to see guidelines posted on the website regarding the distance of the tree from the house and the distance related to the pipeline.

Ryan Willis a PG&E representative stated that they provide a detailed analysis to each property owner and they would prefer not to post the data requested on the website.

Council Member Hannon requested a summary report when the project is completed.

Council Member Collazo moved, Council Member Bucci seconded to, by motion, authorize the City Manager to sign a Memorandum of Understanding and a Framework Agreement with Pacific Gas & Electric Company regarding implementation of the Community Pipeline Safety Initiative in the City of Newark. The motion passed, 5 AYES.

**F.3 Adoption of a resolution placing a local one-half cent sales tax increase on the November 8, 2016 Election Ballot for voter consideration and related election procedures and consideration of the Ballot Measure language and participation in Ballot Arguments. RESOLUTION NO. 10535**

City Manager Becker gave the staff report (presentation on file with City Clerk) and recommended that the City Council approve the ballot language and place an ordinance on the November 8, 2016 ballot to increase the local sales tax by one-half cent. This measure will provide approximately \$3.5 million per year in additional sales tax revenue for 25 years.

The City Council concurred to revise the ballot question from senior/teen/children's "programs" to senior/teen/children's "facilities".

Dean Lewis commented on the ballot question He stated that he or his wife would like to be on the Oversight Committee.

Angela Akridge also commented on the ballot question. She requested a safe crosswalk from the library to the park in the design plan. She asked for meaningful duties for the Oversight Committee. She would like the public facilities fee increased before this measure goes on the ballot.

Council Member Collazo moved, Council Member Hannon seconded to order the submission to the qualified electors of the City Of Newark a certain measure relating to a proposed ordinance adding chapter 3.14 to the Newark Municipal Code imposing a one-half of one percent (0.5%) transactions and use (“sales”) tax for general purposes at the General Municipal Election to be held on Tuesday, November 8, 2016, as called by Resolution No. 10,506; directing the city attorney to prepare an impartial analysis of the measure; setting the dates for arguments on the measure; and requesting the Board of Supervisors of The County of Alameda to consolidate said election pursuant to Section 10403 of the Elections Code, The motion passed, 5 AYES.

## **G. CITY ATTORNEY REPORTS**

### **G.1 Discussion of Draft Joint Powers Agreement for Alameda County Community Choice Aggregation Energy Program. MOTION APPROVED**

City Attorney Benoun stated that the Alameda County Board of Supervisors is expected to consider adopting a Joint Powers Agreement (“JPA”) to implement a countywide “Community Choice Aggregation Energy Program” next month. He reviewed the substantive policy provisions contained in the draft JPA.

The City Council provided feedback on the draft document.

Mike Parsons questioned if there would be a significant rate reduction.

Angela Akridge stated that she uses solar and asked if this would have an impact in that situation.

Council Member Hannon moved, Council Member Bucci seconded to by motion, direct the City Attorney to convey the Council’s comments, regarding the policy considerations contained in the draft Joint Powers Agreement to the County Counsel’s Office of Alameda County. The motion passed, 5 AYES.

## **H. ECONOMIC DEVELOPMENT CORPORATION**

### **I. CITY COUNCIL MATTERS**

The entire City Council commended the Alameda County Fire Department for their response to the large fire last week at the recycling facility.

Council Member Bucci stated that Relay for Life was this weekend and they are \$400 away from their fundraising goal.

Council Member Collazo stated that the Mariachi Festival will be held on Sunday at Shirley Sisk Grove.

Division Chief Eric Moore of the Alameda County Fire Department thanked the Police Department, the Public Works Department, and the RAVEN volunteers for their assistance during the fire response.

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

**K. ORAL COMMUNICATIONS**

**L. APPROPRIATIONS**

**Approval of Audited Demands for the City Council meeting of July 14, 2016. MOTION APPROVED**

City Clerk Harrington read the Register of Audited Demands: Check numbers 108119 to 108266.

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

**M. CLOSED SESSION**

**N. ADJOURNMENT**

At 11:46 pm, Mayor Nagy adjourned the City Council meeting.

**C.1 Introduction of employees.**

**Background/Discussion** – Newly hired Senior Accountant Michael Djurovic, Associate Planner Sofia Mangalam, and Equipment Mechanic I Lorenzo Houle will be introduced at the City Council meeting.

**C.2 Proclamation for the Portuguese Fraternal Society of America Council No. 16 Holy Ghost Festival and 94<sup>th</sup> Anniversary. (PROCLAMATION)**

**Background/Discussion** – The Portuguese Fraternal Society of America Council 16 will celebrate the annual Holy Ghost Festival on July 23-24, 2016. This will also be a celebration of the Society's 94<sup>th</sup> Anniversary in the City of Newark. Council President Maria Fatima Silva and officers of the Society will be at the City Council to accept the proclamation.

**D.1 Planning Commission referral of a review of a conditional use permit (U-12-7) for a change of owner of a day care facility (from Genius Kids to Young Explorers) at 39768 Cedar Boulevard (Cedar Springs Shopping Center) – from Assistant Planner Bowab. (RESOLUTION)**

**Background/Discussion** – Mr. Sachin Gupta of Young Explorers has submitted an application for a change of owner of a day care facility located at 39768 Cedar Boulevard, in the Cedar Springs Shopping Center. Attached is Exhibit A, which includes a site plan, floor plan, outdoor area, and daily schedule.

Cedar Springs Shopping Center is on the east side of Cedar Boulevard, at the terminus of Joaquin Murieta Avenue. The center consists of four buildings sited in a “U” shape, with parking located in the center front of the property, on a rectangular shaped lot. The applicant’s request involves approximately 2,325 square feet tenant space at the south end of Building “C”, which is at the southeast corner of the property.

The site is zoned CC (Community Commercial) and has a CC (Community Commercial) General Plan Land Use designation. The existing day care facility (Genius Kids) was approved under the review of a conditional use permit (U-12-7) in 2012.

Young Explorers plans to operate exactly the same as Genius Kids, and is only requesting a name change. The hours of operation and staggered class schedules would remain the same. The only change proposed to the building exterior of this tenant space is a wall sign that would be submitted for staff review for compliance with the center’s sign program.

Staff recommends approval of the Young Explorers’ request.

Environmental Review

This project is categorically exempt from the California Environmental Quality Act (CEQA) per section 15301, Class 1, existing facilities.

**Attachment**

**Update** – At its meeting of July 12, 2016, the Planning Commission approved Resolution No. 1936 with Exhibit A, pages 1 through 4, for the review of a conditional use permit (U-15-7) for a change of owner of a day care facility (Young Explorers) at 39768 Cedar Boulevard (Cedar Springs Shopping Center).

**Action** – It is recommended that the City Council, by resolution, approve the review of a conditional use permit (U-15-7) for a change of owner of a day care facility (Young Explorers) at 39768 Cedar Boulevard (Cedar Springs Shopping Center).

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK APPROVING A REVIEW OF AN EXISTING  
CONDITIONAL USE PERMIT (U-12-7) FOR A CHANGE OF  
OWNER OF A DAY CARE FACILITY (GENIUS KIDS TO  
YOUNG EXPLORERS) AT 39768 CEDAR BOULEVARD  
(CEDAR SPRINGS SHOPPING CENTER)

WHEREAS, Young Explorers has filed with the City of Newark an application for a review of an existing conditional use permit for a change of owner of a day care facility at 39768 Cedar Boulevard in the Cedar Springs Shopping Center; and

WHEREAS, at its meeting of July 12, 2016, the Planning Commission approved Resolution No. 1936 for the review of a conditional use permit (U-15-7) for a change of owner of a day care facility (Young Explorers) at 39768 Cedar Boulevard (Cedar Springs Shopping Center); and

WHEREAS, the City Council considered said application at 7:30 p.m. on July 28, 2016 at the City Administration Building, 37101 Newark Boulevard, Newark, California.

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

Planning Division

- a. This project shall be subject to the conditions of Planning Commission Resolution Nos. 950, 975, 1628 and 1826, unless otherwise amended herein.
- b. If any complaint regarding parking, on-site circulation and/or traffic is received, a parking, on-site circulation and/or traffic analysis shall be prepared at the discretion of the Community Development Director and at the cost of the property owner. The property owner shall mitigate any problems identified by the parking, on-site circulation and/or traffic study. If the property owner does not mitigate these problems, the use permit revocation procedures, as defined in Section 17.72.130 of the Newark Municipal Code, shall be initiated and all operations shall cease within 60 days of formal notification.
- c. All operations associated with this proposal, except for the outdoor play area, shall be conducted within an entirely enclosed structure. If any complaint regarding noise is received, a noise analysis shall be prepared at the discretion of the Community Development Director and at the cost of the applicant. The applicant shall mitigate any problems identified by the noise study. If the applicant does not mitigate these problems,

the use permit revocation procedures, as defined in Section 17.72.130 of the Newark Municipal Code, shall be initiated and all operations shall cease within 60 days of formal notification.

- d. The site and its improvements shall be maintained in a neat and presentable condition, to the satisfaction of the Community Development Director. This shall include, but not be limited to, repainting surfaces damaged by graffiti and site clean-up. Graffiti removal/repainting and site clean-up shall occur on a continuing, as needed basis. Any vehicle or portable building brought on the site during construction shall remain graffiti free.
- e. Roof equipment shall not be visible from public streets. All equipment shall be fully screened within the context of the building's architecture, subject to the review and approval of the Community Development Director. Said screening design shall be maintained to the satisfaction of the Community Development Director. The building owner shall paint any visible portion(s) of the roof equipment and the inside of its screening wall within the context of the building's color scheme, and maintain the painted areas to the Community Development Director's satisfaction.
- f. The outdoor play area shall be enclosed by a 6-foot high block wall and gate per the exhibits herein.
- g. Signage shall comply with the sign program for this center.
- h. Upon discontinuation of this use, the site shall be restored to its pre-day care facility condition, as required by the Community Development Director. This may include, but not be limited to, removing the outdoor play area and wall/gate. The applicant shall provide the City with a notice of intent to vacate the site a minimum of 30 days prior to the vacation.

#### Engineering Division

- i. The drainage pattern at the front entrance, outdoor play area, and parking lot shall be shown on the Preliminary Floor Plan or separate grading and drainage plan to show that the existing drainage patterns will not be adversely impacted by the 48-inch high wall installation. Any construction necessary to ensure this shall be the developer's responsibility and shown on the construction drawings for review and approval by the City Engineer.
- j. The contractor shall implement all applicable Best Management Practices (BMPs) from the California Stormwater Quality Association's Best Management Practice Handbook for Construction for the duration of all work activity. Additional BMPs may be required by the City Engineer, as necessary, to minimize the pollution of stormwater runoff from the project area. A note to this effect shall appear on the project plans.

### Landscape-Parks Division

- k. Prior to the issuance of a building permit, the developer shall provide a detailed site plan to include all proposed modifications to the common area landscaping. All improvements are subject to the City of Newark Landscaping Guide and Newark Municipal Code, Chapter 15.44.080.
- l. Prior to installation by the developer, plant species, location, container size, quality, and quantity of all landscaping plants and materials shall be reviewed and approved by the City Engineer. All plant replacements shall be to an equal or better standard than originally approved, subject to approval by the City Engineer.
- m. Prior to the release of utilities or issuance of any Certificate of Occupancy, all landscaping and irrigation systems shall be completed or guaranteed by a cash deposit deposited with the City in an amount to cover the remainder of the work.
- n. Prior to issuance of Certificate of Occupancy or release of utilities, the developer shall guarantee all trees for a period of six (6) months and all other plantings and landscape for 60 days after completion thereof. The developer shall ensure that the landscape shall be installed properly and maintained to follow standard horticultural practices. All plant replacements shall be to an equal or better standard than originally approved, subject to approval of the City Engineer.

### Building Inspection Division

- o. This project will require building permits. The developer will need to make a separate application to the Building Inspection Division for a building permit. Such application shall include five (5) sets of complete construction drawings prepared by a California licensed architect, structural engineer or civil engineer. One (1) of the sets shall be stamped and signed by the architect or engineer of record.
- p. Construction for this project can occur only between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. The developer may make a written request to the Building Official for extended working hours and/or days. In granting or denying any request, the Building Official will take into consideration the nature of the construction activity which would occur during extended hours/days, the time duration of the request, the proximity to residential neighborhoods and input by affected neighbors. All approvals will be done so in writing.
- q. Construction equipment, including compressors, generators and mobile equipment shall be fitted with heavy-duty mufflers designed to reduce noise impacts.

### General

- r. All proposed changes from approved exhibits shall be submitted to the Community Development Director who shall decide if they warrant Planning Commission and City

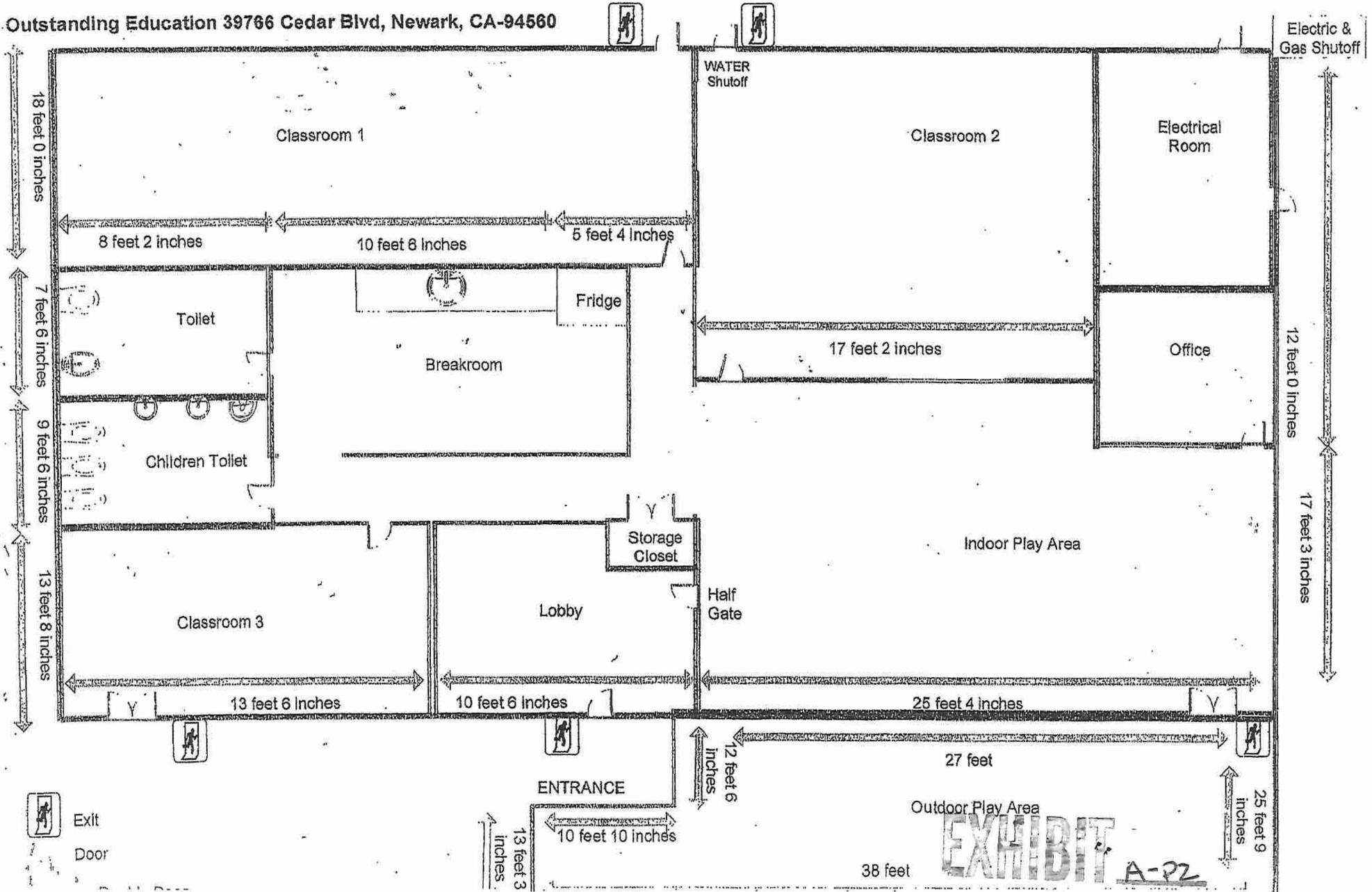
Council review and, if so decided, said changes shall be submitted for the Commission's and Council's review and decision. The applicant shall pay the prevailing fee for each additional separate submittal of project exhibits requiring Planning Commission and/or City Council review and approval.

- s. If any condition of this conditional use permit be declared invalid or unenforceable by a court of competent jurisdiction, this conditional use permit shall terminate and be of no force and effect, at the election of the City Council on motion.
- t. Prior to the submittal for building permit review, all conditional use permit conditions of approval for this project, as approved by the City Council, shall be printed on the plans.
- u. The applicant hereby agrees to defend, indemnify, and save harmless the City of Newark, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by, the City of Newark, its Council, boards, commissions, officers, employees or agents to challenge or void the permit granted herein or any California Environmental Quality Act determinations related thereto.
- v. The Conditions of Project Approval set forth herein may include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and other exactions. The applicant is hereby further notified that the 90-day approval period in which the applicant may protest these fees, dedications, reservations and other exactions, pursuant to Government Code Section 66020(a), has begun. If the applicant fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the applicant will be legally barred from later challenging such exactions.



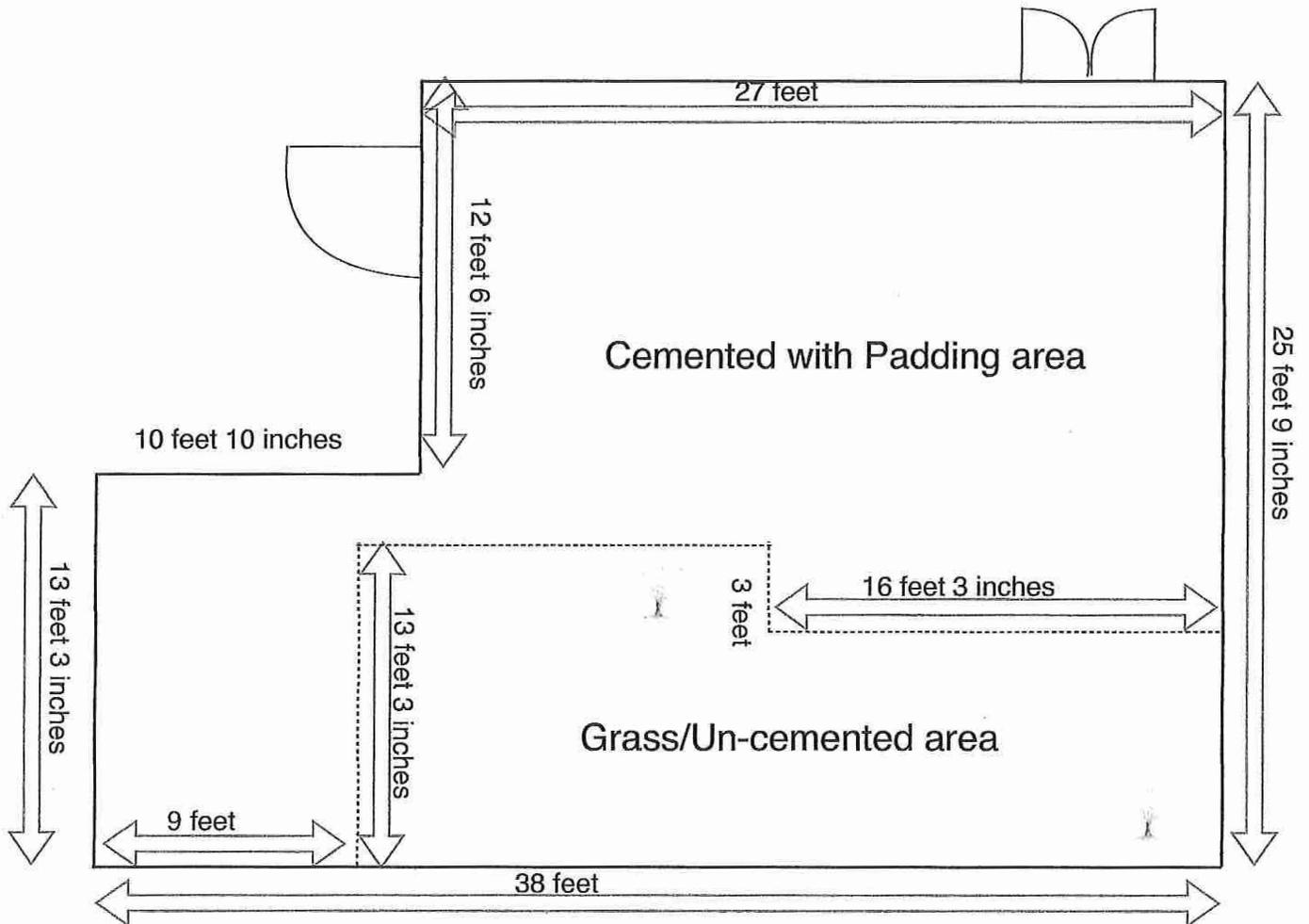
# Facility sketch

Outstanding Education 39766 Cedar Blvd, Newark, CA-94560



**EXHIBIT A-02**

39766 Cedar Blvd, Newark, CA - 94560



Outdoor Play Area

EXHIBIT A-P3

Timings	Schedule	Staff
	<b>Young Explorers Newark</b>	<b>Estimated Capacity 40</b>
7:00 AM	Center opens	AM shift director arrives
7:30 AM		1 PT teacher arrives
8:30 AM		1 FT teacher arrives
7:00 - 9:00 am	FT Day care children arrive - Group 1	1 PT teacher aid arrives
9:00 AM	PT Class arrive - Group 2	
10:00 AM	PT Class arrive - Group 3	
11:00 AM	PT Group 2 departs	
12:00 PM	PT Group 3 departs	1 PT teacher aid departs
1:00 PM	PT Class arrive - Group 4	AM Shift Director departs PM Shift Director arrives
		1 PT teacher arrives
3:00 PM	PT Group 4 departs	1 PT teacher aid departs
4:30 PM	Group 1 begin to depart	1 FT teacher departs
6:30 PM	Group 1 continue to depart	1 PT teacher departs
7:00 PM	Close center	PM Shift Director departs
	Group does not exceed 12 kids	
	If they are toddle group size does not exceed 6	
	Children play in the yard in the groups of 6 at a time	
	Students are dropped off in the lobby only	
	Parent conference and meetings after 5:30 pm	

**EXHIBIT** A-74

**E.1 Hearing to consider property owners' objections and confirmation of the Superintendent of Streets' report concerning weed abatement assessments – from Maintenance Supervisor Hornbeck. (MOTION)(RESOLUTION)**

**Background/Discussion** – The Superintendent of Streets' report on the 2016 Weed Abatement Program is submitted pursuant to Resolution No. 10,468 adopted by the City Council on February 25, 2016. The report showing the assessments for the fall 2015 and the spring 2016 weed abatement has been posted as required. Owners whose properties are subject to an assessment may protest at this meeting or submit their objections prior to the hearing. As of July 19, 2016, no written objections have been received.

On April 14, 2016, the City Council directed the Superintendent of Streets to abate weeds on 151 parcels of land. Subsequent to notification, private property owners cleared 140 parcels and the City's contractor cleared 11 parcels. This year, the assessments ranged from \$80 to \$2,410. The lowest cost is for a vacant property that requires minimal work. The highest cost was for a property that had to be abated twice, where mowing and extensive handwork was necessary. There were no additional supplemental lot clearings for the 2015 fall abatement work included in this year's assessments.

**Attachment**

**Action** - It is recommended that the City Council, by motion, act upon any objections by property owners for assessments on their parcels for the 2016 Weed Abatement Program and, by resolution, confirm the Superintendent of Streets' report concerning weed abatement assessments.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK CONFIRMING THE REPORT OF THE  
SUPERINTENDENT OF STREETS CONCERNING WEED  
ABATEMENT ASSESSMENTS

WHEREAS, the City Council of the City of Newark, by Resolution No. 10,468, ordered certain rubbish, refuse, dirt, and weeds to be abated in the manner provided by Sections 39560 and 39586 inclusive, of the Government Code of the State of California; and

WHEREAS, the Superintendent of Streets has caused said rubbish, refuse, dirt, and weeds to be abated. Nuisances abated and an accounting of the cost of abatement in front of or on each separate parcel of land has been set forth in a report entitled "Exhibit A – 2016 City of Newark Weed Abatement – Total Assessment" and attached hereto;

NOW, THEREFORE, BE IT RESOLVED that the report of the Superintendent of Streets attached hereto and made a part hereof as Exhibit A is hereby confirmed;

BE IT FURTHER RESOLVED that the cost of abating the nuisance for each respective parcel is set forth in said report under the column entitled "Total Assessment";

BE IT FURTHER RESOLVED that there is hereby levied a special assessment against each parcel of land described in said report in the amount of \$6,560 as shown in said column "Total Assessment";

BE IT FURTHER RESOLVED that the costs levied as a special assessment against the parcels of land described in said report shall become a lien upon the property.

**EXHIBIT A**  
**2016 CITY OF NEWARK WEED ABATEMENT**  
**TOTAL ASSESSMENTS**

<b>MAP NO.</b>	<b>APN</b>	<b>LOCATION</b>	<b>TOTAL ASSESSMENT</b>
7	090-0045-011-00	Magnolia St	120
11	92A-1105-014-00	SP Railroad ROW	420
15	537-0460-007-25	6953 Jarvis Ave	210
34	092-0126-019-00	SMCT Railroad ROW	1,680
37	92A-0720-025-00	7721 Sunset Avenue	420
45	092-0125-010-00	7843 Railroad Avenue	360
47	92A-1036-029-02	6214 Thornton Avenue	80
49	092-0135-023-00	Walnut Street	320
51	092-0119-015-00	8084 Thornton Avenue	160
63	92A-0623-043-00	36569 Newark Blvd.	2,310
6	092-0029-022-00	36952 Mulberry Street	\$480
<b>TOTAL</b>			<b>\$6,560</b>

**F.1 Amendment of the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Year 2016-2017 Capital Budget Rollover – from Senior Accountant Djurovic. (RESOLUTION)**

**Background/Discussion** – During the annual review of capital projects for Fiscal Year 2016-2017, a need has been identified to amend the 2016-2018 Biennial Budget and Capital Improvement Plan. The Fiscal Year 2015-2016 appropriations have lapsed at year-end and projects that are ongoing or works in progress need to be re-appropriated for the Fiscal Year 2016-2017.

The capital budget amendments include rolling over \$9,851,200 of previously approved capital projects appropriations, including streets and roadway projects, and street trees and landscape maintenance projects. This amount is projected based on the estimated costs to complete the approved projects.

The previously approved capital projects appropriations balance includes \$150,000 for the city-wide website upgrade project. The bid for this project was approved by the City Council at the June 23, 2016 City Council meeting.

Exhibit A outlines all capital projects that require rollover of appropriations from Fiscal Year 2015-2016 to Fiscal Year 2016-2017.

**Attachment**

**Action** - It is recommended that the City Council, by resolution, amend the 2016-2018 Biennial Budget and Capital Improvement Plan for the Fiscal Year 2016-2017 Capital Budget Rollover.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AMENDING THE 2016-2018 BIENNIAL BUDGET  
AND CAPITAL IMPROVEMENT PLAN OF THE CITY OF  
NEWARK FOR FISCAL YEAR 2016-2017 CAPITAL BUDGET  
ROLLOVER

BE IT RESOLVED by the City Council of the City of Newark that the certain document entitled "2016-2018 Biennial Budget and Capital Improvement Plan of the City of Newark" for Fiscal Year 2016-2017 was adopted by Resolution No. 10,509 on June 9, 2016, and is hereby amended for capital budget rollover as set forth in Exhibit A attached.

**City of Newark  
Capital Projects Budget Rollover  
Fiscal Year 2016-17**

**Exhibit A**

<b>Fund</b>	<b>Fund/Project Description</b>	<b>Project</b>	<b>FY16/17 Capital Rollovers</b>	<b>Total by Fund</b>
	<b>Park Construction (104-5400-5280)</b>			
104	2009 Citywide Parks Irrigation System Upgrade/Modification	900	40,000	
	Citywide Parks Irrigation System Upgrade/Modification	1024	29,600	69,600
	<b>Street Construction (XXX-5000-5280)</b>			
201	2016 Street Asphalt Concrete Overlay Program	1116	243,000	243,000
202	Cast Iron Storm Water Grate Replacement Program	890	15,000	15,000
203	Lindsay Tract Storm Drainage Study	766	66,300	
	2015 Tree Maintenance Service	1009C	11,400	
	2016 Street Tree Maintenance	1119	14,800	92,500
204	Pedestrian and Bicycle Master Plan	953	19,600	
	2016 Street Asphalt Concrete Overlay Program	1116	249,900	
	2016 Curb, Gutter, and Sidewalk Replacement	1118	157,200	426,700
206	2012 Thermoplastic Street Striping	995	21,900	
	Tree Maintenance Services	1009B	5,000	
	2013 Thermoplastic Street Striping	1036	14,400	
	2014 Traffic Signal - LED Lamp and Accessory Replacement	1061	25,000	
	Enterprise Drive Pavement Rehabilitation	1066	150,300	
	2014 Thermoplastic Street Striping	1082	18,900	
	2015 Traffic Signal - LED Lamp and Accessory Replacement	1083	25,000	
	2016 Traffic Calming Measures	1112	12,700	273,200
207	Central Avenue Overpass	600	630,000	
	Geese Deterrent Landscaping at Lakeshore Park	1027	40,000	670,000
208	Citywide Geographic Information System (GIS)	456	22,700	22,700
209	2015 Citywide Handicap Ramps	1072	33,000	
	2016 Citywide Handicap Ramps	1101	33,000	66,000
210	2011 Traffic Signals - LED Lamp and Accessory Replacement	975	5,100	
	2012 Traffic Signals - LED Lamp and Accessory Replacement	997	1,800	
	2013 Traffic Signals - LED Lamp and Accessory Replacement	1037	9,500	
	2016 Traffic Signals - LED Lamp and Accessory Replacement	1113	25,000	41,400
211	Enterprise Drive Pavement Rehabilitation	1066	155,700	155,700
212	Newark Pedestrian and Bicycle Master Plan	953	10,000	
	2015 Citywide Handicap Ramps	1072	27,000	
	2016 Citywide Handicap Ramps	1101	27,000	
	2016 Curb, Gutter, and Sidewalk Replacement	1118	98,800	162,800
214	Enterprise Drive Pavement Rehabilitation	1066	454,000	454,000
215	2016 Street Asphalt Concrete Overlay Program	1116	6,300	
	2016 Street Slurry Seal Program	1117	300,000	306,300
216	2016 Street Asphalt Concrete Overlay Program	1116	200,000	200,000
217	Central Avenue Overpass Project Development Phase I	1014	2,507,400	2,507,400
218	2016 Street Asphalt Concrete Overlay Program	1116	54,700	54,700
219	2016 Curb, Gutter, and Sidewalk Replacement	1118	104,100	104,100
	<b>Capital Improvements (XXX-5600-5280)</b>			
025	Zoning Code Update	998	250,000	250,000
033	CAB Recycling Enclosure	1085	15,000	15,000
401	Thornton Avenue Widening	662	405,000	
	Disaster Recovery Infrastructure	747	100,000	
	Lakeshore Park Seawall Removal and Replacement - Phase 1	755	71,300	
	Public Works Approach Databases Conversion	759	1,700	
	Surplus Property Disposal - Old Fire Station No. 1	845	16,800	
	Old Town Thornton Avenue Street Light Replacement	868	180,000	
	Document Conversion	884	39,400	
	2009 Park Pathway Repair and Resealing	910	7,400	
	Citywide Storm Water Treatment Improvements	930	37,300	
	Crystal Springs Storm Drain Pump Repairs	933	25,000	
	Lakeshore Park Lake Dredging Needs Scoping Analysis	935	25,000	
	2010 Park Pathway Repair and Resealing	937	30,000	
	2011 Park Pathway Repair and Resealing	969	28,600	
	2012 Citywide Building Roof Repairs	983	17,400	
	2012 Citywide Parks Irrigation System Upgrade/Modification	988	9,800	

**City of Newark  
Capital Projects Budget Rollover  
Fiscal Year 2016-17**

**Exhibit A**

<b>Fund</b>	<b>Fund/Project Description</b>	<b>Project</b>	<b>FY16/17 Capital Rollovers</b>	<b>Total by Fund</b>
	Lakeshore Park Seawall Design Consultant	1006	11,500	
	City Administration Building Lobby Repairs	1015	95,000	
	City Administration Building Roof Beam Repairs	1016	60,000	
	2013 Citywide Building Painting	1019	10,000	
	2013 Citywide Building Roof Repairs	1020	20,000	
	2013 Citywide Parks Irrigation System Upgrade/Modification	1024	20,400	
	2013 Park Pathway Repair and Resealing	1030	30,000	
	Underground Electrical Wiring Security Devices	1038	27,900	
	Citywide Building Painting	1045	10,000	
	Citywide Building Roof Repairs	1046	20,000	
	Citywide Parking Lot Accessibility Upgrades	1049	10,200	
	Citywide Parking Lot Repair and Resealing	1050	4,500	
	Citywide Parks Irrigation System Upgrade/Modification	1052	50,000	
	Park Tree Pruning	1057	1,000	
	Service Center Clean Water Requirements	1058	95,000	
	Citywide Building Floor Covering	1068	900	
	Citywide Building Painting	1069	15,000	
	Citywide Building Roof Repairs	1070	20,000	
	Citywide Building Upgrades	1071	25,800	
	Citywide Parking Lot Repair and Resealing	1073	42,100	
	Citywide Parks/City Facilities Fence Repairs	1074	3,600	
	Citywide Parks Irrigation System Upgrade/Modification	1075	50,000	
	Citywide Workstation Replacements	1078	1,100	
	Park Pathways Repairs and Resealing	1079	30,000	
	Finance System Replacement Parts 1 & 2	1086	1,050,000	
	Irrigation Main Line Partial Replacement at Community Park	1088	198,100	
	Silliman Aquatic Center Lazy River Pool Replastering	1089	100,000	
	Transition to Paperless Documents	1090	8,200	
	2016 Citywide Building Floor Covering Replacement	1097	20,000	
	2016 Citywide Building Painting	1098	15,000	
	2016 Citywide Building Roof Repairs	1099	20,000	
	2016 Citywide Building Upgrades	1100	50,000	
	2016 Citywide Parking Lot Repair and Resealing	1102	47,700	
	2016 Citywide Parks/City Facilities Fence Repairs	1103	5,000	
	2016 Citywide Parks Irrigation Systems Upgrade/Modification	1105	50,000	
	2016 Citywide Playground Resurfacing	1106	11,600	
	2016 Citywide Work Station Replacement	1108	10,000	
	2016 Park Pathways Repair and Resealing	1109	30,000	
	2016 Park Renovation	1110	9,700	
	2016 Park Tree Pruning	1111	5,200	
	Silliman Activity Pool Replastering	1114	100,000	
	Police Department Flooring and Painting Repairs	1121	1,900	
	Trash Capture Devices	1122	160,000	
	Engineering New Vehicle	1124	30,000	3,571,100
		<b>Subtotal</b>	<b>\$ 9,701,200</b>	<b>\$ 9,701,200</b>
	<i>Correction to Capital Improvement Plan</i>			
<b>401</b>	Website Upgrade	1185	150,000	150,000
		<b>TOTAL</b>	<b>\$ 9,851,200</b>	<b>\$ 9,851,200</b>

**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 of the fees required for the Building Superintendent and janitorial services – Assistant Engineer Carmen and Police Sergeant Hoppe. (MOTIONS-3)**

**Background/Discussion** – The annual Newark Days Parade and Newark Mile Race will be held on Saturday, September 17, 2016. The routes for the parade and race will be the same as last year. Newark Days Celebration, Inc. has requested that the City: (1) issue a no-fee encroachment permit for the parade and race; (2) provide police services for traffic control and waive fees related to the parade and race; and (3) waive fees for use of the Community Center and MacGregor Playfields, with exception of the fees required for the Building Superintendent and janitorial services.

**Attachment**

**Action** – It is recommended that the City Council, by motions: (1) authorize staff to issue a no-fee encroachment permit to Newark Days Celebration, Inc. for the Newark Days Parade and Newark Mile Race; (2) provide police services for traffic control and waive fees related to the parade and race; and (3) 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.

**F.3 Acceptance of work with Chrisp Company for 2014-2015 Citywide Thermoplastic Street Striping, Project 1082 – from Associate Civil Engineer Tran. (RESOLUTION)**

**Background/Discussion** – On September 11, 2013, The City Council authorized award of a contract to Chrisp Company for the 2011-2013 Citywide Thermoplastic Street Striping, Project 995 with options to renew annually for up to three additional years. On July 21, 2015, the Public Works Director, as authorized under the original project specifications, signed the second one-year renewal with Chrisp Company for 2014-2015 Citywide Thermoplastic Street Striping, Project 1082. This project installed thermoplastic striping and markings, and replaced missing or damaged pavement markers throughout the City. All the work is now complete within the project budget.

**Attachment**

**Action** - It is recommended that the City Council, by resolution, accept the work with Chrisp Company for 2014-2015 Citywide Thermoplastic Street Striping, Project 1082.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK ACCEPTING THE WORK WITH CHRISP  
COMPANY FOR 2014-2015 CITYWIDE THERMOPLASTIC  
STREET STRIPING, PROJECT 1082

WHEREAS, the City of Newark has entered into a contract with Chrisp Company, pursuant to Resolution No. 10020, for 2011-2012 Citywide Thermoplastic Street Striping, Project 995, in the City of Newark, in accordance with plans and specifications for the contract; and

WHEREAS, pursuant to the specification approved by the City Council for 2011-2012 Citywide Thermoplastic Street Striping, Project 995, the Public Works Director is authorized to renew the contract annually for up to three additional years and the second renewal was excised on July 21, 2015, for 2014-2015 Citywide Thermoplastic Street Striping, Project 1082; and

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

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

**F.4 Authorization for the City Attorney to sign a Certification and Mutual Indemnification Agreement with the County of Alameda – from Senior Accountant Lee and City Attorney Benoun. (RESOLUTION)**

**Background/Discussion** – The City currently has an agreement with Alameda County which authorizes the collection of various taxes, assessments, and fees on the secured property tax roll. Since the passage of Proposition 218 in 1996, the County has required that each agency or district sign an annual statement certifying that each assessment, fee, and/or special tax placed on the tax rolls meets the requirements of Proposition 218.

Staff has reviewed each of the City’s taxes, assessments, and fees to ensure compliance with the proposition. It is the opinion of the City Attorney that the City’s taxes, assessments, and fees are in compliance with Proposition 218 requirements and the City is able to sign the certification.

**Attachment**

**Action** – It is recommended that the City Council, by resolution, authorize the City Attorney to sign a Certification and Mutual Indemnification Agreement with the County of Alameda.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AUTHORIZING THE CITY ATTORNEY TO SIGN A  
CERTIFICATION AND MUTUAL INDEMNIFICATION  
AGREEMENT WITH THE COUNTY OF ALAMEDA

BE IT RESOLVED by the City Council of the City of Newark that the City Attorney of the City of Newark be and is hereby authorized to sign a Certification and Mutual Indemnification Agreement for the County of Alameda, said agreement on file in the Office of the City Clerk.

**Certification and Mutual Indemnification Agreement**

The CITY OF NEWARK (hereafter referred to as public agency), by and through its Attorney, hereby certifies that to its best current understanding of the law, the taxes, assessments and fees placed on the 2016/17 Secured Property Tax bill by the public agency met the requirements of Proposition 218 that added Articles XIII C and XIII D to the State Constitution.

Therefore, for those taxes, assessments and fees which are subject to Proposition 218 and which are challenged in any legal proceeding on the basis that the public agency has failed to comply with the requirements of Proposition 218; the public agency agrees to defend, indemnify and hold harmless the County of Alameda, its Board of Supervisors, its Auditor-Controller/Clerk-Recorder, its officers and employees.

The public agency will pay any final judgment imposed upon the County of Alameda as a result of any act or omission on the part of the public agency in failing to comply with the requirements of Proposition 218.

The County of Alameda, by and through its duly authorized agent, hereby agrees to defend, indemnify and hold harmless the public agency, its employees, agents and elected officials from any and all actions, causes of actions, losses, liens, damages, costs and expenses resulting from the sole negligence of the County of Alameda in assessing, distributing or collecting taxes, assessments and fees on behalf of the public agency.

If a tax, assessment or fee is challenged under Proposition 218 and the proceeds are shared by both the public agency and the County of Alameda; then the parties hereby agree that their proportional share of any liability or judgment shall be equal to their proportional share of the proceeds from the tax, assessment or fee.

The above terms are accepted by the public agency and I further certify that I am authorized to sign this agreement and bind the public agency to its terms.

CITY OF NEWARK

COUNTY OF ALAMEDA

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

President of the Board of Supervisors of  
of Alameda County, California  
\_\_\_\_\_  
(Print Title)

Approved as to form:

\_\_\_\_\_  
Farand C. Kan,  
Deputy County Counsel

**F.5 Authorization for the Mayor to sign an agreement with Alameda County for participation in the Alameda County Urban County (CDBG) Program for Fiscal Year 2016-2017 – from Assistant Planner Bowab. (RESOLUTION)**

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

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

**Attachment**

**Action** - It is recommended that the City Council, by resolution, authorize the Mayor to sign an agreement with Alameda County for participation in the Alameda County Urban County Community Development Block Grant (CDBG) Program for fiscal year 2016-2017.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AUTHORIZING THE MAYOR TO SIGN AN  
AGREEMENT WITH ALAMEDA COUNTY FOR  
PARTICIPATION IN THE ALAMEDA COUNTY URBAN  
COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT  
(CDBG) PROGRAM FOR FISCAL YEAR 2016-2017

BE IT RESOLVED by the City Council of the City of Newark that the Mayor of the City of Newark is hereby authorized to sign an agreement with Alameda County for participation in the Alameda County Urban County Community Development Block Grant (CDBG) Program for Fiscal Year 2016-2017, said agreement on file in the Office of the City Clerk.

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

THIS AGREEMENT is made and entered into this 1st day of July, 2016, by and between the County of Alameda (hereinafter referred to as "County"), and the City of Newark, located in the County of Alameda, State of California, (hereafter referred to as "City").

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

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

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

I. STATEMENT OF WORK AND COMPENSATION

- A. City will perform or arrange for the performance of the work under this Agreement in the manner and time provided herein and in accordance with: the budget; the scope of work and any specifications and drawings; and all related documents and provisions attached hereto as Exhibit A and incorporated herein by reference.
- B. The maximum amount of fiscal year 2016 CDBG funds covered by this agreement shall be \$157,248. In the event that HUD reduces the Urban County CDBG allocation, the City's allocation will be reduced proportionately.

II. COMMENCEMENT AND COMPLETION REQUIREMENTS

- A. This Agreement shall be in effect until June 30, 2018 or until all fiscal year 2016 Urban County CDBG funds allocated to City are disbursed to and expended by City, or for the duration of any regulatory agreement or contract executed in conjunction with a project financed with fiscal year 2016 CDBG funds, or when all of the contract terms have been completed whichever shall first occur.
- B. It shall be the responsibility of the City to coordinate and schedule the work to be performed so that commencement and completion will take place in accordance with the provisions of this Agreement. The County may extend the time for completion of the work to be performed under this Agreement in writing, if it determines that delay in the progress of work is not attributable to the negligence of the City and that such delay was due to causes beyond the control of the City, and if such extension will not cause the County to be out of compliance with CDBG rules and regulations for timely commitment and expenditure of funds.
- C. Any time extension granted to the City to enable the City to complete the work shall not constitute a waiver of rights the County may have under this Agreement.

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

### III. SUBCONTRACTS

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

### IV. BUDGET

- A. Any requested modification to the Budget attached to this Agreement and incorporated as part of this Agreement, shall be reviewed and approved by the Alameda County Housing Director on behalf of the County. Any budget modifications require the prior written approval of Alameda County Housing Director on behalf of the County. Budget modifications shall not alter: 1) The basic scope of services (Exhibit A) required to be performed under this Agreement; 2) the time period for the services to be performed under this Agreement; and, 3) the total amount of the authorized budget of this Agreement (Exhibit A), subject to future amendments as approved by the Alameda County Housing Director. Any of the cost categories shown in the Agreement Budget, except administration, may be exceeded by ten percent of the indicated figure, provided that the total approved amount of allowable costs is not exceeded and stays under the 15% Urban County Public Services cap.
- B. FY16 funds will be monitored on a project by project basis, rather than by the Urban County as a whole. Projects that do not spend down funds in each quarter must provide a written explanation as to why the project is stalled/delayed and when it is expected that the project will start to expend funds.

V. RECORDS AND REPORTS

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

VI. PROGRAM MONITORING AND EVALUATION

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

E. AUDIT REPORT

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

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

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

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

VII. PROGRAM INCOME

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

VIII. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

IX. RELIGIOUS ACTIVITY PROHIBITION

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

X. REVERSION OF ASSETS

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

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

XI. OTHER PROGRAM REQUIREMENTS

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

XII. TERMINATION OF THIS AGREEMENT

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

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

**City**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**County**

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

XIII. HOLD HARMLESS/INDEMNIFICATION

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

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

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

\* \* \* \* \*

CITY OF NEWARK

COUNTY OF ALAMEDA

Approved as to form:

Approved as to form: Donna R. Ziegler  
County Counsel

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Heather M. Littlejohn  
Deputy County Counsel

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

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

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
President, Board of Supervisors

Attest: \_\_\_\_\_  
City Clerk

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

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

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

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

EXHIBIT A

<b>03 – Public Facility and Improvements</b>	
Improve ADA access in three public parks	\$118,908
<b>14A Rehabilitation – Single Unit Residential</b>	
Minor Home Repair and Owner Rehab Programs which promote the maintenance of homes.	\$38,340
<b>21A Administration</b>	
Provide overall CDBG program administration.	\$0
<b>TOTAL - CITY OF NEWARK</b>	<b>\$157,248</b>
<i>Anticipated Program Income*</i>	<i><b>\$15,000</b></i>

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

EXHIBIT B

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

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

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG20 38 04 13.</li> <li><b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li><b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods: <ul style="list-style-type: none"> <li>Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as the ISO Form named above.</li> <li>Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured."</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent as set forth in the Notice provision.</li> </ol>	

**F.6 Authorization for the Mayor to Sign the First Amendment to Lease Agreement with Alameda County for Lease of the Newark Library Facility – from Maintenance Supervisor Connolly and City Attorney Benoun. (RESOLUTION)**

**Background/Discussion** – Last year, the Council authorized the Mayor to sign a five year lease with Alameda County for lease of the Newark library facility that is owned by the City. The lease obligates the City to provide janitorial services for the building, subject to reimbursement from the County. Earlier this year, the City entered into a janitorial services agreement with SWA Services Group, Inc., which increased the level of janitorial service in City owned buildings that are open to the public.

Maintenance staff has consulted with County staff and the County has agreed to reimburse the City for the higher standard of janitorial services. An amendment to the lease has been prepared to reflect these increased costs, as well as to provide for reimbursement of a \$357 plumbing expense that the City incurred in December when an outside vendor had to respond to an emergency plumbing repair outside normal City working hours.

**Attachment**

**Action** - It is recommended that the City Council, by resolution, authorize the Mayor to sign the First Amendment to Lease Agreement with Alameda County for Lease of the Newark Library Facility.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AUTHORIZING THE MAYOR TO SIGN THE FIRST  
AMENDMENT TO LEASE AGREEMENT WITH ALAMEDA  
COUNTY FOR LEASE OF THE NEWARK LIBRARY  
FACILITY

WHEREAS, the City of Newark (“City”) and County of Alameda (“County”) are currently parties to that certain Lease Agreement for use of City-owned library facility located at 6300 Civic Terrace Avenue; and,

WHEREAS, both the City and the County wish to amend the lease so as to reflect an increase in the standard of janitorial services at said facility and also allow for the City to recover from County a \$357 plumbing expense incurred by City in December, 2015;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the Mayor of the City of Newark be and is hereby authorized to sign a First Amendment to Lease Agreement with Alameda County, said Amendment on file in the Office of the City Clerk.

## FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is made as of August 1, 2016, by and between the COUNTY OF ALAMEDA ("COUNTY"), and the CITY OF NEWARK, a municipal corporation ("CITY"), collectively referred to as "Parties".

### RECITALS

- A. COUNTY and CITY are parties to that certain Lease Agreement between the City of Newark and the County of Alameda, to lease certain premises located at 6300 Civic Terrace Avenue, Newark, California, dated July 1, 2015 ("Agreement"); and
- B. The Parties wish to modify the terms of the Agreement related to Maintenance and Repairs in a manner that will increase the scope of janitorial services and costs and provide for repayment of a plumbing expense incurred by CITY.

### AGREEMENT

NOW, THEREFORE, COUNTY and CITY hereby agree as follows:

- 1. Section 15 MAINTENANCE AND REPAIRS Paragraph B of the Agreement is hereby deleted in its entirety and replaced with the following:

#### 15. MAINTENANCE AND REPAIRS

- C. Janitorial Services: Commencing August 1, 2016, COUNTY agrees to pay CITY for janitorial services for the premises, the sum of four thousand four hundred thirteen dollars, four cents (\$4,413.04) per month as and for janitorial services for the premises. Each monthly payment is payable on the first day of each and every month commencing August 1, 2016, and continuing through the term of this Lease. All payments for janitorial services shall be paid by COUNTY at the office of CITY at 37101 Newark Blvd., Newark, CA 94560 or any other place or places that CITY may from time to time designate by written notice given to COUNTY.

Attached as "EXHIBIT A" is the scope of services for the janitorial service described herein.

Parties may agree in writing to modify any of the terms of this Section 15B at any time, including the level of janitorial services and associated cost therewith.

2. Section 15 MAINTENANCE AND REPAIRS of the Agreement is hereby amended to add the following Section E:

E. Increased Janitorial Services in May through July, 2016: COUNTY acknowledges that, starting May 1, 2016, the CITY began providing increased janitorial services to the premises at a standard that is greater than what was previously provided. Accordingly, as and for the performance of said increased janitorial services performed between May through July, 2016, COUNTY agrees to pay CITY the amount of seven thousand three hundred fifty-eight dollars, eighty-eight cents (\$7,358.88). The parties acknowledge this amount is in addition to the amount previously owed amount in the Agreement, which is seven thousand two hundred eighteen dollars, eighteen cents (\$7,218.18) [three months at \$2,406.06 per month]. Accordingly, the total amount of monies owed from COUNTY to CITY as and for janitorial services performed at the premises from May 1, 2016 through July 31, 2016, is fourteen thousand five hundred seventy-seven dollars, six cents (\$14,577.06).

3. Section 15 MAINTENANCE AND REPAIRS of the Agreement is hereby amended to add the following Section F:

F. Plumbing Expense. COUNTY acknowledges that in December, 2015, COUNTY requested that CITY perform interior plumbing repairs at a time outside CITY's usual working hours. COUNTY further acknowledges that, despite paragraph C herein, which authorizes COUNTY to contact a plumber at its own expense, CITY retained a vender to perform said repairs. COUNTY therefore agrees to pay CITY forthwith in the amount of three hundred fifty-seven dollars (\$357) as and for said repairs.

4. Section 15 MAINTENANCE AND REPAIRS of the Agreement is hereby amended to add the following Section G:

G. Additional Library Hours. The Parties are contemplating entering into a separate written agreement that would obligate CITY to make financial payments to COUNTY and, in exchange, COUNTY would provide increased open library hours on Sundays. Upon entering into this agreement, in addition to any of the monies owed hereunder, COUNTY shall pay CITY the sum of \$743 per month as and for janitorial services performed in connection with the library being open on Sundays. This amount shall become payable on the first day of each and every month commencing once the library is opened on Sundays and continuing through the term

of this Lease. If the expanded Sunday hours discussed herein do not commence on the first Sunday of a month, then the amount due for that first month shall be prorated.

5. All other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the first date written above.

COUNTY OF ALAMEDA

CITY OF NEWARK

By \_\_\_\_\_  
Chairperson of the Board of Supervisors  
County of Alameda, State of California

By \_\_\_\_\_  
Mayor, City of Newark

By \_\_\_\_\_  
Clerk of the Board of Supervisors

Attest \_\_\_\_\_  
City Clerk, City of Newark

Approved as to form:

Approved as to form:

\_\_\_\_\_  
County Counsel

\_\_\_\_\_  
City Attorney, City of Newark

## EXHIBIT A

### Alameda County Library - Newark 6300 Civic Terrace Avenue Newark, CA 94560

#### WORK SCHEDULE FOR JANITORIAL SERVICE- DAILY/WEEKLY/BI-WEEKLY DUTIES

**BUILDING AND LOCATION:**

Newark Library  
6300 Civic Terrace Avenue

**APPROXIMATE GROSS AREA:** 15,000

**Hours of Work:**

Monday and Tuesday – noon to 8 p.m.  
Wednesday and Thursday – 10 a.m. to 6 p.m.  
Saturday - 10 a.m. to 5 p.m.

**Security: Close and lock all doors, windows, and set alarm upon completion of work**

ITEM #	WORK DESCRIPTION	SPECIAL INSTRUCTIONS	FREQUENCY
<b>A Waste Removal</b>			
1	Waste baskets (interior and exterior)	Empty, install new liners	Daily (5 days)
2	Boxes, cartons, paper	Empty into recycle dumpster	Daily (5 days)
3	Ash trays	Empty and clean	Daily (5 days)
<b>B Restroom Care</b>			
4	Toilet bowls, urinals, partitions, and seats (inside and out)	Clean and disinfect	Daily (5 days)
5	Sinks	Clean and disinfect	Daily (5 days)
6	Counters	Clean and disinfect	Daily (5 days)
7	Chrome	Polish	Daily (5 days)
8	Mirrors	Clean and disinfect	Daily (5 days)
9	Walls	Spot clean, dust, and remove cobwebs	Daily (5 days)
10	Floors, floor drains	Wet mop with germicidal cleaner, pour one bucket clean water into floor drain	Daily (5 days)
11	Paper products, hand soap	Refill as needed	Daily (5 days)
12	Trash and sanitary napkin containers	Empty, install new liners	Daily (5 days)
<b>C Floor Care</b>			
13	Waxed areas	Broom sweep, damp mop, spot clean scuffs and spills	Daily (5 days)
14	Waxed areas	Vacuum dirt catchers, clean corners, door jams and baseboards	Weekly
15	Carpet	Public areas vacuum traffic lanes, heavily used areas remove stains Private areas, vacuum entire area	Daily (5 days) Weekly
<b>D Employee Lunchroom</b>			
16	Sink, counter tops	Wash with germicidal cleaner	Daily (5 days)
17	Refrigerators, stove, and microwave	Clean exterior	Daily (5 days)
18	Woodwork, cabinets	Spot clean	Daily (5 days)
19	Waste containers	Empty, wipe, install new liner	Daily (5 days)
<b>E Furnishing Care</b>			
20	Working surfaces	Damp wipe, spot clean	Daily (5 days)
21	Drinking fountains (interior and exterior)	Clean and disinfect	Daily (5 days)

**WORK SCHEDULE FOR JANITORIAL SERVICE- MONTHLY SERVICES OR LESS OFTEN DUTIES  
(to be scheduled with Maintenance Supervisor)**

**BUILDING AND LOCATION:**

Newark Library  
6300 Civic Terrace Avenue

**APPROXIMATE GROSS AREA:** 15,000

**Hours of Work:**

Monday and Tuesday – noon to 8 p.m.  
Wednesday and Thursday – 10 a.m. to 6 p.m.  
Saturday - 10 a.m. to 5 p.m.

**Security: Close and lock all doors, windows, and set alarm upon completion of work**

<b>ITEM #</b>	<b>WORK DESCRIPTION</b>	<b>SPECIAL INSTRUCTIONS</b>	<b>FREQUENCY</b>
<b>A Miscellaneous</b>			
1	Water fountains (interior and exterior)	Scour, disinfect, polish	Monday's
2	Interior lobby walls/partitions/doors	Dust and spot clean (remove cobwebs)	Daily (5 days)
3	Interior lobby ceiling	Remove cobwebs	Monthly
4	Glass entry doors	Clean inside and out	Daily (5 days)
5	Waste containers - interior	Clean and disinfect	Weekly
<b>B Restrooms</b>			
6	Walls/partitions/doors/surfaces	Report (photograph) and remove graffiti, gum and any other foreign matter. Send photo to Maintenance Supervisor.	Daily (5 days)
7	Walls/partitions/doors/other surfaces	Scour, clean and disinfect entire area	Monthly
8	Floors and floor drains	Scour machine wash and disinfect	Monthly
<b>C Floor Care</b>			
9	Waxed areas	Vacuum dirt catchers, clean corners, door jams and baseboards	Weekly
10	Waxed areas	Strip wax, reseal with non-slip (green) product, and machine buff	Bi-Annual
11	Chair mats	Public and private areas, spot clean, wet wipe/dust as needed	Weekly
<b>D Furnishings</b>			
12	Phones	Sanitize	Weekly
13	Tables/chairs/all counters/conference room	Report and remove graffiti and other foreign matter	Daily (5 days)
14	Fabric chairs (all)	Vacuum and spot clean	Weekly
15	Partitions, shelving, baseboards	Dust, remove all debris	Weekly
16	Bookshelves	Dust and spot clean – dust tops of books	Monthly
17	Windows and glass panels	Clean inside and outside	Quarterly
18	Ceilings	Clean for cobwebs	Monthly
19	HVAC louvers	Vacuum	Monthly
20	Clocks/pictures/partitions/doors	Dust and straighten	Bi-Annual
21	Walls/partitions/doors	Dust and spot clean	Daily (5 days)
22	Chrome fixture and fittings	Polish	Daily (5 days)
<b>E Miscellaneous</b>			
23	Day Porter – 2 to 4 p.m.	Check restrooms, clean and restock as needed. Patrol public areas and clean tables as needed. Spot clean bookshelves.	Daily (5 days)
24	Cleaning – Sunday's	Provide the cost to clean the Library one additional business day (i.e. Sunday's)	Daily

LEASE AGREEMENT

THIS LEASE, made and entered into this 1st day of July, 2015, by and between the CITY OF NEWARK, CALIFORNIA, a municipal corporation hereinafter referred to as "CITY," and the COUNTY OF ALAMEDA, a body corporate and politic and a political subdivision of the State of California, acting by and through its Board of Supervisors, hereinafter referred to as "COUNTY" (collectively the "Parties").

WHEREAS, the CITY has constructed a Library facility at the City Administration Civic Center Complex; and

WHEREAS, the CITY and the COUNTY wish to continue their cooperation for the purpose of providing public library services.

THEREFORE, it is mutually agreed, as follows:

That the CITY ("Landlord"), for and in consideration of the mutual covenants and conditions herein set forth, does by these presents let, lease, assign, and demise unto said COUNTY ("Tenant"), and COUNTY, in consideration thereof, does lease, hire, accept, and take from CITY the following described premises, to wit:

- o Approximately 15,000 square feet of space and improvements in that building commonly known as Newark Public Library, 6300 Civic Terrace Avenue, Newark, California.

It is further agreed between the Parties as follows:

1. TERM

Said Lease shall be for a period of five (5) years commencing July 1, 2015 and continuing until June 30, 2020, unless terminated earlier as provided in this Lease.

2. RENTAL

Tenant agrees to pay Landlord as rent, One Dollar (\$1.00) per year payable on the first day of July of each lease year.

3. HOLD OVER

Should COUNTY hold over said premises after this Lease has expired in any manner, such holding over shall be deemed merely a tenancy from month to month. County shall continue to pay for janitorial services during any holdover period of time as specified in Paragraph 15 of this Lease.

4. USE

The premises are hereby leased to COUNTY upon the express condition that COUNTY shall use said premises for providing Library services, and for no other purposes, without

the written consent of the CITY, during the term of this Lease; and upon the further condition that no goods, merchandise, or materials shall be kept, stored, or sold by COUNTY on said premises which are in any way hazardous, or which will increase the present rate of fire insurance upon the building of which said premises form a part.

5. FLOOR LOAD

COUNTY will not overload the floors, nor install any heavy business machines or any heavy equipment of any kind, without prior written approval of CITY which, if granted, may be conditioned upon moving said loads by skilled licensed handlers and installation and maintenance at Tenant's expense of special reinforcing and settings adequate to absorb and prevent noise and vibration. In no event will COUNTY be allowed to place a load exceeding fifty (50) pounds per square foot on any floor of the building without prior written consent from CITY.

6. ASSIGNMENT AND SUBLETTING

COUNTY shall not assign this Lease, or any interest therein, and shall not sublet said premises, or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of COUNTY excepted) to occupy or use the said premises, or any portion thereof without the written consent of CITY first had and obtained. A consent to one assignment, subletting, occupation, or use by any one person shall not be deemed to be a consent to any subsequent assignments, subletting, occupation, or use by any other person. Any such assignment or subletting without such prior written consent from CITY shall be void, and shall constitute a breach of this Lease.

7. INSURANCE

CITY shall carry and maintain during the entire term fire insurance, insuring the premises and the building of which they are part, and further agrees to waive any claims against COUNTY for losses payable under said insurance, including deductibles. CITY shall carry a minimum of \$1 million for comprehensive general liability covering bodily injury and property damage in respect to premises.

COUNTY will be self-insured for Workers' Compensation, Automobile, Comprehensive General Liability. Any deductible for self-insured retentions must be declared to CITY.

8. HOLD HARMLESS: INDEMNIFY

COUNTY shall indemnify CITY insofar as permitted by law against and hold CITY harmless from any and all loss, damage, and liability for damages whether for damage to or loss of property, or injury to or death of person, including loss of or damage to property of CITY or injury to or death of employees of CITY, which shall proximately arise out of or be connected with COUNTY'S use hereunder, unless such damage, loss, injury, or death shall be caused by negligence of CITY.

CITY shall indemnify COUNTY insofar as permitted by law against and hold COUNTY harmless from any and all loss, damage, and liability for damages whether for damage to

or loss of property, or injury to or death of person, including loss of or damage to property of COUNTY or injury to or death of employees of COUNTY, which shall proximately arise out of or be connected with CITY'S use hereunder, unless such damage, loss, injury or death shall be caused by negligence of COUNTY.

CITY shall procure and maintain in full force and effect during the term of this Lease insurance coverage for fire, extended coverage and special form. CITY further agrees to waive any claim against the COUNTY for losses payable under said insurance and said insurance shall contain a waiver of subrogation against the COUNTY.

9. COUNTY EMPLOYEES

Neither the COUNTY nor any of its employees shall by virtue of this agreement be an employee of the CITY for any purpose whatsoever nor shall it or they be entitled to any of the rights, privileges, or benefits of CITY employees.

10. RIGHT TO TERMINATE

If, through any cause, either Party fails to fulfill in a timely and proper manner its obligations under this agreement, or if the either Party shall violate any of the covenants, agreements or stipulations of this Lease, the other Party, upon written notification to the other Party of the violation, shall have the right to terminate this Lease by giving to the other Party at least thirty (30) days written notice of such termination, specifying the effective date, unless the other Party timely cures the violations. Either Party may terminate this Lease, without cause, provided that the Party provides at least six (6) months written notice of termination.

11. RIGHT TO CANCEL

CITY or COUNTY has the right and privilege to cancellation of this Lease at least one hundred twenty (120) days prior written notice.

12. ACCEPTANCE

COUNTY acknowledges that it has been in sole and exclusive possession of the premises since 1983. By continuing in possession of the premises, COUNTY agrees and hereby stipulates with CITY that said premises are in good order and repair and in tenantable condition on the effective date of this Lease and that the improvements on said premises have been maintained by CITY in good and tenantable condition.

13. ALTERATIONS

A. COUNTY shall not make or suffer to be made any alterations of said premises or any part thereof except to move furniture and trade fixtures without the written consent of the CITY. Any alterations and improvements that may be required by COUNTY and approved by CITY shall be done at the cost, charge, and expense of COUNTY. Any such alterations and improvements shall remain the property of COUNTY and may be removed from the premises upon the expiration of this Lease or any renewal thereof or

any sooner termination thereof, and COUNTY agrees to make any repairs to the premises for damage occasioned by such removal. No alterations of any kind and no structural modifications may be made without a City of Newark building permit.

B. Any improvements installed or provided by CITY shall remain the property of CITY, and COUNTY shall not be required nor have the right to remove any such improvements.

14. UTILITIES

COUNTY shall pay all utility charges including PG&E (electric and natural gas), sewage (if any), telephone, and water (if any).

15. MAINTENANCE AND REPAIRS

A. Exterior Maintenance and Repairs: The CITY shall, at the CITY's own cost and expense during the term of this Lease or any renewal or extension of the term of this Lease, keep and maintain the exterior of said premises and appurtenances in good order and repair. The CITY shall, at CITY'S expense, maintain the landscaping, paving, sidewalks, and parking lot. The CITY shall not be liable for any damages resulting from the CITY'S failure to make any repairs required by this Section to be made by the CITY unless the COUNTY gives written notice to the CITY specifying the need for repairs and the CITY fails to make the repairs with reasonable dispatch after the giving of the notice.

B. Janitorial Services: Tenant agrees to pay Landlord for janitorial services for the premises, the sum of Twenty eight thousand, eight hundred sixty dollars and seventy two (\$28,860.72) per year. The first installment due is Two thousand four hundred six dollars and six cents (\$2,406.06) which includes annual rent, and the following eleven equal installments due are Two thousand four hundred five dollars and six cents (\$2,405.06). Each of the twelve installments is payable on the first day of each and every month commencing July 1, 2015, and continuing through the term of this Lease. All payments for janitorial services shall be paid by Tenant at the office of Landlord at 37101 Newark Blvd., Newark, CA 94560 or any other place or places that Landlord may from time to time designate by written notice given to Tenant. CITY agrees to provide janitorial services at the same standard as for other City buildings that are open to the public.

Parties may agree in writing to modify any of the terms of this Section 15B at any time, including the level of janitorial services and associated cost therewith.

C. Interior Maintenance and Repairs: The COUNTY shall, at the COUNTY'S own cost and expense during the term of this Lease or any renewal or extension of the term of this Lease, keep and maintain the interior of said premises and appurtenances in good order and repair. In the event an interior plumbing problem (plugged toilet, etc.) arises during normal City working hours, the City shall endeavor to repair the problem with its own forces. If such a problem occurs outside of the City's usual working hours, County may call its plumber at its own expense or wait until the City's next working day. The City shall not be obligated to perform emergency repairs or do emergency, evening, or weekend "call outs".

D. HVAC Maintenance and Repairs: The CITY shall regularly employ a heating and air conditioning maintenance firm to service and maintain the heating and air conditioning system on said premises in good working order and/or accomplish said regular maintenance with CITY personnel.

16. REPORTING DAMAGES

COUNTY agrees to report to the CITY'S Maintenance Supervisor at 37440 Filbert Street, Newark, California, telephone (510) 578-4802 in a timely manner, all damage, breakage, leaks and notice of repairs to be made. COUNTY shall be responsible for any and all repairs or maintenance to the premises caused by the negligent, careless, or willful acts of COUNTY, its employees, servants, or business visitors.

17. SURRENDER

COUNTY agrees to surrender said premises at the expiration of the time herein specified, or any extension thereof, or any sooner termination thereof in the same condition as received, except for reasonable use and wear as provided in this agreement.

18. COMPLIANCE WITH ORDINANCES AND STATUTES

COUNTY at its sole cost and expense will comply with all applicable requirements of the municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the said premises and shall faithfully observe in the use of the premises all applicable municipal ordinances and state and federal statutes now in force or which may hereafter be in force. The COUNTY shall not use the premises in any manner which constitutes a public or private nuisance by statute.

19. ENTRY

CITY, or its duly authorized representatives or agents, may enter upon said premises at any and all reasonable times during the term of this Lease for the purpose of determining whether COUNTY is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the CITY.

20. NON-DISCRIMINATION

COUNTY agrees that no person shall on the grounds of race, color, religion, national origin, sex, age, or handicapping condition, or any other basis, as defined in California Civil Code Section 51, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity carried out in whole or in part within the premises. COUNTY shall not, on the grounds of any unlawful discriminatory basis:

A. Deny any service or other benefit provided by the program or activity; or

B. Provide any service or other benefit which is different or is provided in a different form from that provided to others under the program activity; or

C. Subject to segregated or separate treatment in any facility or in any manner or process related to receipt of any service or benefit under the program or activity; or

D. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity; or

E. Treat an individual differently from others in determining the admission, enrollment, eligibility, membership, or other requirements or conditions which individuals must meet in order to be provided any service or other benefits provided under the program or activity.

21. AMENDMENTS

This Lease shall be amended only by written agreement of the Parties hereto.

22. ENTIRE AGREEMENT

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

23. SEVERABILITY

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

24. ACTS CONSTITUTING BREACH BY TENANT

The following shall constitute a default under and a breach of this Lease by Tenant:

A. The nonpayment of rent when due, when the nonpayment continues for ten (10) days after written notice to pay rent or surrender possession of the premises has been given by landlord to Tenant; or

B. A failure to perform any provision, covenant, or condition of this Lease other than one for the payment of rent, when that failure is not cured within ten (10) days after written notice of the specific failure is given by Landlord to Tenant; or

C. The breach of this Lease and abandonment of the premises before expiration of the term of this Lease; or

D. A receiver is appointed to take possession of all or substantially all of Tenant's property located at the premises or of Tenant's interest in this Lease, when possession is not restored to Tenant within thirty (30) days; or

E. Tenant makes a general assignment for the benefit of creditors; or

F. The execution, attachment, or other judicial seizure of substantially all of Tenant's assets located at the premises or of Tenant's interest in this Lease when the seizure is not discharged within ten (10) days.

The notices provided for in subsections A and B of this Paragraph 24 are not intended to replace, but rather are in addition to, any required statutory notices for unlawful detainer proceedings under Code of Civil Procedure Section 1161 *et seq.*

25. LANDLORD'S REMEDIES

If Tenant breaches or is in default under this Lease, Landlord, in addition to any other remedies given Landlord by law or equity, may:

A. Continue this Lease in effect by not terminating Tenant's right to possession of the premises and thereby be entitled to enforce all Landlord's rights and remedies under this Lease including the right to recover the rent specified in this Lease as it becomes due under this Lease; or

B. Terminate this Lease and all rights of Tenant under the Lease and recover from Tenant:

(1) The worth at the time of award of the unpaid rent that had been earned at the time of termination of the Lease; and

(2) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; and

(3) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Tenant proves could be reasonable avoided; and

(4) Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease; or

C. In lieu of, or in addition to, bringing action for any or all of the recoveries described in subparagraph B of this Paragraph 25, bring an action to recover and regain possession of the premises in the manner provided by the California law or unlawful detainer then in effect.

26. TERMINATION NOTICE

No act of Landlord, including but not limited to Landlord's entry on the premises or efforts to re-let the premises, or the giving by Landlord to Tenant of a notice of default, shall be construed as an election to terminate this Lease unless a written notice of Landlord's election to terminate this Lease is given to Tenant.

27. WAIVER OF BREACH

The waiver by Landlord of any breach by Tenant of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach by Tenant either of the same or a different provision of this Lease.

28. NOTICES

Any demand or notice which either Party shall be required or may desire to make upon or give to the other shall be in writing and shall be delivered personally upon the other or be sent by prepaid certified mail addressed to the respective Parties as follows:

CITY:

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

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

COUNTY:

President, Board of Supervisors  
County of Alameda  
1221 Oak Street  
Oakland, CA 94612

and County Librarian  
County of Alameda  
2450 Stevenson Boulevard  
Fremont, CA 94538

Said addresses may be changed by either Party upon serving notice as set forth herein.

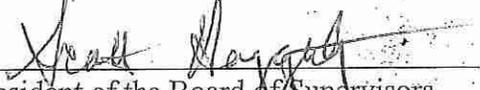
29. HEADINGS

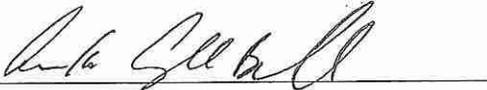
The headings used in this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written, and COUNTY has hereunto caused its corporate name to be signed by its

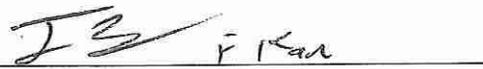
President of the Board of Supervisors who is hereunto duly authorized the day and year first above written.

COUNTY OF ALAMEDA

By   
President of the Board of Supervisors  
County of Alameda, State of California  
Scott Haggerty

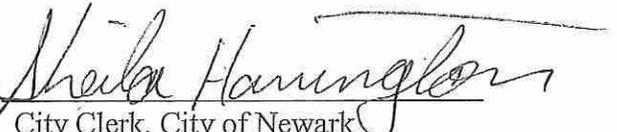
By   
Clerk of the Board of Supervisors  
Anika Campbell-Belton

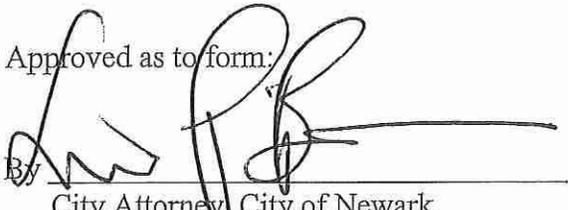
Approved as to form:

By   
County Counsel

CITY OF NEWARK

By   
Mayor, City of Newark  
Alan L. Nagy

Attest   
City Clerk, City of Newark  
Sheila Harrington

Approved as to form:  
  
City Attorney, City of Newark  
David J. Benoun

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California )
County of Alameda )

On January 26, 2016 before me, Kathleen L. Slafter, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Alan L. Nagy
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Kathleen L. Slafter
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document Newark Public Library

Title or Type of Document: Lease Agreement Document Date: July 1, 2016

Number of Pages: 9 Signer(s) Other Than Named Above: Scott Haggerty

Capacity(ies) Claimed by Signer(s)

Signer's Name: Alan L. Nagy

Corporate Officer - Title(s):

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: Mayor

Signer Is Representing: City of Newark

Signer's Name:

Corporate Officer - Title(s):

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other:

Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Alameda

On 2/24/2016

before me,

Cheryl D. Perkins, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared

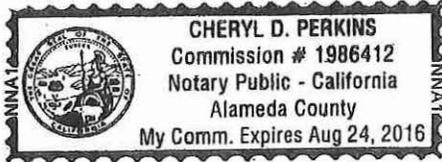
Scott Haggerty

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Cheryl D. Perkins
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Document Date:

Number of Pages: Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

Signer's Name:

Corporate Officer - Title(s):

Corporate Officer - Title(s):

Partner - Limited General

Partner - Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian or Conservator

Trustee Guardian or Conservator

Other:

Other:

Signer Is Representing:

Signer Is Representing:

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:  
City of Newark  
37101 Newark Boulevard  
Newark, CA 94560

WHEN RECORDED MAIL TO:  
City Clerk  
City of Newark  
37101 Newark Boulevard  
Newark, CA 94560



2016066672

03/21/2016 08:59 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY  
STEVE MANNING  
RECORDING FEE: 0.00



12 PGS

*BAK*  
*UM*

THIS SPACE FOR RECORDER'S USE ONLY

No fee per Government Code Section 27383.

16-03

**LEASE AGREEMENT  
NEWARK PUBLIC LIBRARY  
BETWEEN CITY OF NEWARK AND COUNTY OF ALAMEDA  
TITLE OF DOCUMENT**

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION

(Govt. Code 27361.6)

(Additional recording fee applies)



City of Newark

MEMO

**DATE:** July 18, 2016  
**TO:** City Council  
**FROM:** Sheila Harrington, City Clerk *S.H.*  
**SUBJECT:** Approval of Audited Demands for the City Council Meeting of July 28, 2016.

**REGISTER OF AUDITED DEMANDS**

Bank of America General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
June 30, 2016	Page 1-2	108267 to 108340	Inclusive
July 08, 2016	Page 1-2	108341 to 108395	Inclusive
July 14, 2016	Page 1-2	108396 to 108455	Inclusive



**City of Newark**

**MEMO**

**DATE:** July 18, 2016

**TO:** Sheila Harrington, City Clerk

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

**SUBJECT:** Approval of Audited Demands for the City Council Meeting of July 28, 2016.

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

Final Disbursement List. Check Date 06/30/16, Due Date 07/11/16, Discount Date 07/11/16. Computer Checks.

Bank 1001 US BANK

MI/CR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
108267	10223	ACCURINT	06/30/16	428.40	BACKGROUND CHECKS - MAY'16
108268	332	ADAMSON POLICE PRODUCTS PROFESSIONAL POL	06/30/16	1,715.89	MISCELLANEOUS PURCHASES
108269	1774	AIRGAS USA, LLC	06/30/16	52.64	FY15-16 WELDING SUPPLIES
108270	2036	ALAMEDA COUNTY SHERIFF'S OFFICE REGIONAL	06/30/16	1,098.00	PATROL POST TRAINING 05/24/16 NO SHOW
108271	287	TREASURER OF ALAMEDA COUNTY GREGORY J AH	06/30/16	1,421.25	CRIME LAB FEES - MAY'16
108272	284	INFORMATION TECHNOLOGY DEPARTMENT ATTN:	06/30/16	2,855.42	AWS ACCESS FEES - MAY'16
108273	5821	ALL CITY MANAGEMENT SERVICES, INC	06/30/16	3,124.17	CROSSING GUARD SVCS 06/05-06/18/16
108274	14	ALPINE AWARDS	06/30/16	1,196.82	TSHIRTS
108275	411	AIG BENEFIT SOLUTIONS	06/30/16	685.40	ANNUAL PO FOR LIFE INSURANCE PREMIUMS -
108276	1078	AMERICAN STAGE TOURS ATTN CHARTER SALES	06/30/16	2,862.00	SHIPS AHOY TRIP 06/21/16
108277	348	AT&T	06/30/16	114.84	TELECOM - JUN'16
108278	1085	AT&T	06/30/16	39.49	LONG DISTANCE TELECOM - JUN'16
108279	147	AT&T MOBILITY	06/30/16	1,983.46	CELL SVC FOR MDT'S
108280	6900	BARTEL ASSOCIATES LLC	06/30/16	3,200.00	ACTUARIAL REPORTS - MAY'16
108281	11028	TRICIA BARTLETT	06/30/16	604.00	RECREATION CONTRACT
108282	381	BAY AREA NEWS GROUP EAST BAY	06/30/16	498.00	FULL PAGE AD
108283	5122	JEREMY BECK	06/30/16	91.37	EXPENSE REIMBURSEMENT
108284	3665	BRUCE'S TIRE	06/30/16	209.57	FY 2015-16 YEAR END PO
108285	11313	BUILD YOUR OWN GARMENT (BYOG)	06/30/16	705.40	TSHIRTS
108286	9888	BUREAU VERITAS NORTH AMERICA INC.	06/30/16	1,309.91	FY15-16 YE BLDG INSPECTION SERVICES
108287	10261	CARBONIC SERVICE	06/30/16	182.42	POOL CHEMICALS
108288	1521	MICHAEL CARROLL	06/30/16	93.01	EXPENSE REIMBURSEMENT
108289	214	CENTRAL VETERINARY HOSPITAL	06/30/16	391.58	VET SVCS
108290	10887	CP SALES INC. dba CHAIR PROS	06/30/16	1,142.30	CIP CHAIR REPL
108291	163	CHILDREN'S HOSPITAL - OAKLAND	06/30/16	662.00	VICTIM MEDICAL EXAMS PD#16-00603
108292	6304	CLASSIC GRAPHICS T & J LEWIS INC	06/30/16	710.58	FY15-16 AUTOBODY REPAIRS #1901
108293	11328	CLEAN RIVER RECYCLING SOLUTIONS	06/30/16	8,299.00	SMALL TOP LOADER WITH BACKBOARD
108294	11032	CUBE SOLUTIONS	06/30/16	822.00	ERGONOMIC OFFICE FURNITURE
108295	10650	MAUREEN E. OCAMPO-VERGARA	06/30/16	10.00	OVERPAYMENT REFUND
108296	10649	SUNRUN	06/30/16	193.60	BP#ELEC2016-0030 - 80% REFUND
108297	10649	ONE HOUR HEATING AND AIR	06/30/16	193.60	BP#MECH2016-0043 - 80% REFUND
108298	10649	CARMINE AIR CONDITIONING, INC.	06/30/16	193.60	BP#MECH2016-0031 - 80% REFUND
108299	10793	MESSER MOALA	06/30/16	300.00	RENTAL DEPOSIT REFUND
108300	10793	MARIA GONZALEZ	06/30/16	80.00	RENTAL DEPOSIT REFUND
108301	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	06/30/16	336.25	LEGAL ADS
108302	11400	DANIEL FRANKE	06/30/16	566.35	EXPENSE REIMBURSEMENT
108303	9511	DWYS LLC DBA RENAISSANCE TOTS, LLC ATTN	06/30/16	1,257.50	RECREATION CONTRACT
108304	11015	EAST BAY LAWN MOWER	06/30/16	65.40	INV#15387
108305	10478	EUGENE'S HOME APPLIANCE SERVICE	06/30/16	316.78	INV# 31995
108306	522	FEDEX	06/30/16	179.10	FEDEX CHARGES
108307	6437	FOREMOST PROMOTIONS	06/30/16	138.03	SPC EVENT PROMO
108308	1120	FORENSIC ANALYTICAL SCIENCES, INC	06/30/16	355.00	LAB TESTS
108309	5106	CITY OF FREMONT FINANCIAL SERVICES OFFIC	06/30/16	6,315.05	SHELTER OPERATING EXPS - MAY'16
108310	11198	GODBE CORPORATION DBA GODBE RESEARCH	06/30/16	16,122.50	SALES TAX FEASIBILITY STUDY
108311	1457	HOME DEPOT CREDIT SERVICES DEPT 32-25409	06/30/16	2,384.84	FY 2015-16 YEAR END PARTS/SUPPLIES - MAY
108312	6009	JT2 INTEGRATED RESOURCES CORPORATE ACCO	06/30/16	3,573.03	ANNUAL PO FOR WORKER'S COMP ADMINISTRATI
108313	6009	JT2 INTEGRATED RESOURCES ATTN: CLAIMS AC	06/30/16	38,585.92	WORKER'S COMPENSATION CLAIMS - MAY'16
108314	6690	KELLY MOORE PAINTS	06/30/16	119.74	FY15-16 PAINT SUPPLIES
108315	6713	DAVID LEE	06/30/16	971.27	EXPENSE REIMBURSEMENT
108316	711	MATTHEW BENDER & CO., INC.	06/30/16	682.40	BOOKS & BULLETINS
108317	80	LYNN PEAVEY COMPANY	06/30/16	914.88	EVIDENCE SUPPLIES

Final Disbursement List. Check Date 06/30/16, Due Date 07/11/16, Discount Date 07/11/16. Computer Checks.  
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
108318	7114	METRO MOBILE COMMUNICATIONS	06/30/16	4,558.65	TOW FUND PURCHASE
108319	5046	MOTOROLA SOLUTIONS INC	06/30/16	289.08	UB RADIO CHARGERS
108320	349	PACIFIC GAS & ELECTRIC	06/30/16	19,720.01	STREETLIGHT AND TRAFFIC SIGNAL UTILITY -
108321	11405	PEGI WALKER	06/30/16	116.36	EXPENSE REIMBURSEMENT
108322	3268	PETSMART ATTN ACCOUNT RECEIVABLES	06/30/16	73.32	K9 SUPPLIES
108323	10683	PITNEY BOWES GLOBAL FINANCIAL SRVCS	06/30/16	1,741.05	LEASING CHARGES 03/30-06/29/16
108324	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	06/30/16	441.24	CASH RECEIPTS (WITH CARBON COPIES)
108325	3674	PRIORITY 1 PUBLIC SAFETY EQUIPMENT INSTA	06/30/16	1,526.55	SOUND OFF 12 LAMP L.E.D. LIGHT STICK & S
108326	11234	RAY MORGAN COMPANY	06/30/16	2,916.18	COPIER LEASE 06/20-07/19/16
108327	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	06/30/16	170.00	WEB HOSTING, SPAM FILTERING & SECURITY S
108328	11277	SHRED-IT USA	06/30/16	119.32	SHREDDING SVCS (SVC DATE 06/02/16)
108329	5384	SOUTHWEST INTERIORS INC	06/30/16	675.00	LYNRUS SAFETY LOCK
108330	11282	STAR SPORTS	06/30/16	2,030.85	Softball purchase
108331	10804	STONERIDGE CJD	06/30/16	1,045.80	FY 2015-16 YEAR END PO - #1903
108332	11406	SUNITA RANI	06/30/16	94.55	EXPENSE REIMBURSEMENT
108333	11231	SURE FIRE PROTECTION CO, INC	06/30/16	2,709.00	FY15-16 ANNUAL SERVICE
108334	11396	SWA SERVICES GROUP INC	06/30/16	92.64	SPECIAL CLEANING INV# 18978
108335	135	TURF & INDUSTRIAL EQUIPMENT CO	06/30/16	339.05	PARTS
108336	5623	VERIZON WIRELESS	06/30/16	418.11	FY15-16 YE IPAD SERVICE
108337	10822	WEE HOOP INC C/O DINAH SHAH	06/30/16	522.00	RECREATION CONTRACT
108338	143	WILCO SUPPLY P O BOX 3047	06/30/16	343.99	INV#16E2304003
108339	7308	WINGFOOT COMMERCIAL TIRE DBA GOODYEAR CO	06/30/16	608.29	VEHICLE ID# 252
108340	340	WITMER-TYSON IMPORTS	06/30/16	762.80	K9 TRAINING/SUPPLIES - MAY'16
Total				151,667.60	

1

Final Disbursement List. Check Date 07/08/16, Due Date 07/22/16, Discount Date 07/22/16. Computer Checks.  
Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
108341	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	07/08/16	1,627.46	PAYROLL - SHORT TERM DISABILITY PREM JUN
108342	4214	ALAMEDA COUNTY PUBLIC HEALTH LAB ATTN: A	07/08/16	126.00	RABIES EXAM
108343	11362	ANNETTE PAREDES	07/08/16	45.88	EXPENSE REIMBURSEMENT
108344	1513	BURTON'S FIRE INC	07/08/16	201.46	FY 2015-16 YEAR END PO
108345	1380	CRISP COMPANY	07/08/16	5,292.92	PROJECT 1082, THERMOPLASTIC STREET STRIP
108346	6304	CLASSIC GRAPHICS T & J LEWIS INC	07/08/16	260.09	FY 2015-16 YEAR END PO
108347	10060	COMCAST	07/08/16	75.94	CABLE SVCS 06/28-07/27/16
108348	10649	DONNA MORALES	07/08/16	1,000.00	PERFORMANCE BOND EP RTN# 2016-0121
108349	10793	SEVILLA SISON	07/08/16	300.00	RENTAL DEPOSIT REFUND
108350	11394	ELAINE D'SA	07/08/16	100.00	SR CTR ENTERTAINMENT
108351	7631	DELTA DENTAL	07/08/16	7,102.44	PAYROLL - DENTAL PREMIUM
108352	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	07/08/16	419.13	PAYROLL - DENTAL PREMIUM JULY'16
108353	10904	EAST BAY REFRIGERATION	07/08/16	339.63	REFRIGERATOR MAINT 06/23/16
108354	11398	STEPHEN EDWARDS	07/08/16	125.00	SR CTR ENTERTAINMENT
108355	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	07/08/16	576.12	VISION PREMIUM
108356	1733	FIRST BAPTIST CHURCH	07/08/16	80.00	PAYROLL DEDUCTION - DONATION JUNE'16
108357	11027	FITGUARD, INC	07/08/16	99.00	FITNESS EQUIP MAINT
108358	153	FOLGERGRAPHICS, INC	07/08/16	1,842.89	PUBLISH CITY NEWSLETTER - SUMMER
108359	1120	FORENSIC ANALYTICAL SCIENCES, INC	07/08/16	196.00	LAB TESTS
108360	5106	CITY OF FREMONT FINANCIAL SERVICES OFFIC	07/08/16	4,548.89	FY15-16 SACGISA ANNUAL FEES INV#31
108361	4441	FREMONT UNIFIED SCHOOL DISTRICT	07/08/16	416.00	BUS TRANSPORT FOR SUMMER DAY CARE
108362	3638	MARK GOTHARD	07/08/16	2,462.85	RECREATION CONTRACT
108363	10999	GURUS EDUCATIONAL SERVICES RITA KHURANA	07/08/16	512.50	RECREATION CONTRACT
108364	11308	HAPPY BIRDS	07/08/16	670.00	PERFORMANCE FOR SDC AND LICENSED CHILD C
108365	9246	DAVID HIGBEE	07/08/16	516.00	SLI SESSION #8
108366	10771	HOGAN, RODERICK	07/08/16	251.68	PATROL POST TRAINING 06/13-06/17/16
108367	10663	HOSE & FITTING ETC	07/08/16	85.15	HYDRAULIC HOSES, PARTS AND REPAIR #194
108368	7189	LINCOLN EQUIPMENT INC	07/08/16	1,103.42	POOL CHEMICALS AND EQUIPMENT
108369	7618	METLIFE SBC	07/08/16	1,803.80	PAYROLL - LONG TERM DISABILITY PREM
108370	9029	MEYERS NAVE RIBACK SILVER & WILSON	07/08/16	6,259.00	LEGAL CONSULTING SERVICES
108371	10490	MILPITAS GOLFLAND	07/08/16	517.50	ASH STREET TRIP JULY 28 - 45 KIDS @ \$11.
108372	11378	MNS ENGINEERS INC	07/08/16	30,622.50	ENGINEERING ON-CALL SERVICES FOR PLAN RE
108373	6	KAREN MORAIDA	07/08/16	31.35	EXPENSE REIMBURSEMENT
108374	11287	MOTOPOST USA	07/08/16	1,279.76	TOW FUND PURCHASE
108375	10947	NET TRANSCRIPTS	07/08/16	94.50	TRANSCRIPTION SVCS - 05/26/16
108376	324	NEWARK CHAMBER OF COMMERCE	07/08/16	2,699.39	CHAMBER MARKETING FUND
108377	1049	NORTH AMERICAN TITLE COMPANY	07/08/16	4,150.00	PROJECT 1014: CENTRAL AVE OVERPASS, PREL
108378	10961	BRETT OEVERNDIEK	07/08/16	14.04	EXPENSE REIMBURSEMENT
108379	329	PHOENIX GROUP INFORMATION SYSTEMS	07/08/16	144.30	PARKING CITATION PROGRAM MAY'16
108380	3674	PRIORITY 1 PUBLIC SAFETY EQUIPMENT INSTA	07/08/16	911.41	FY 2015-16 YEAR END PO
108381	8813	PROFORCE LAW ENFORCEMENT	07/08/16	4,351.96	2014 & 2015 JAG GRANT
108382	9337	ELIZABETH DANSIE, M.A., M.F.C.C. PSYCHOL	07/08/16	900.00	PSYCH SVCS - MAY'16
108383	4176	MICHAEL QUEBEC	07/08/16	916.50	RECREATION CONTRACT 06/01-06/30/16
108384	7885	RENNE SLOAN HOLTZMAN SAKAI PUBLIC LAW GR	07/08/16	7,300.50	CONSULTING, LITIGATION, INVESTIGATION -
108385	11375	RESIDENCE INN SAN JOSE SOUTH	07/08/16	21,457.96	OPEN PO RESIDENCE INN SAN JOSE FOR ACADE
108386	11403	ROYSTON HANAMOTO ALLEY & ABEY DBA RHAA	07/08/16	7,392.92	NEWARK PARKS MASTER PLAN - MAY'16
108387	112	WILLE ELECTRICAL SUPPLY CO INC	07/08/16	463.19	FY15-16 ELECTRICAL SUPPLIES
108388	11098	SILVER & WRIGHT LLP	07/08/16	13,512.50	LITIGATION & CONSULTING SRVCS THRU 05/31
108389	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	07/08/16	150.00	PAYROLL DEDUCTION - GARNISHMENT
108390	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	07/08/16	440.00	PAYROLL DEDUCTION - GARNISHMENT
108391	363	UNITED STATES POSTMASTER	07/08/16	3,100.00	POSTAGE FOR FALL REC GUIDE

Final Disbursement List. Check Date 07/08/16, Due Date 07/22/16, Discount Date 07/22/16. Computer Checks.  
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
108392	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	07/08/16	312.04	PAYROLL PREMIUMS E0246926
108393	5623	VERIZON WIRELESS	07/08/16	3,860.15	CELLULAR EQUIPMENT AND SERVICE 05/19-06/
108394	11160	VIEVU	07/08/16	1,852.36	LE4 BODY WORN VIDEO CAMERA
108395	143	WILCO SUPPLY P O BOX 3047	07/08/16	37.68	FY15-16 KEYS/LOCKS
Total				144,951.76	

1

Final Disbursement List. Check Date 07/14/16, Due Date 07/29/16, Discount Date 07/29/16. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
108396	149	ABAG PLAN CORPORATION	07/14/16	9,331.00	ABAG DUES FY16-17
108397	287	ALAMEDA COUNTY SHERIFF'S OFFICE GREGORY	07/14/16	393.04	LATENT PRINTS - MAY'16
108398	284	INFORMATION TECHNOLOGY DEPARTMENT ATTN:	07/14/16	107.16	RADIO REPAIR/MAINT - APRIL'16
108399	12	ALLIED AUTO STORES INC	07/14/16	1,294.90	AUTO PARTS - JUNE'16
108400	776	AMERICAN PUBLIC WORKS ASSOCIATION	07/14/16	194.00	ANNUAL MEMBERSHIP FOR FY16-17 FOR SOREN
108401	6900	BARTEL ASSOCIATES LLC	07/14/16	3,600.00	ACTUARIAL REPORTS - JUNE'16
108402	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	07/14/16	63.56	FY 2015-16 YEAR END PO
108403	23	FRANK BONETTI PLUMBING INC	07/14/16	639.14	INSTALL SHOWER VALVE - 03/29/16
108404	6533	CA POLICE CHIEFS ASSOC	07/14/16	732.00	IACP NETWORKING FEES
108405	11401	CHRISTI WALLACE	07/14/16	452.30	EXPENSE REIMBURSEMENT
108406	1109	CAPITAL ONE COMMERCIAL	07/14/16	2,357.74	SUPPLIES
108407	10793	KEISHHELL LEWIS	07/14/16	265.00	CANCELLED RENTAL
108408	10793	CHRISTINE TOKES	07/14/16	133.00	RENTAL DEPOSIT REFUND + DISCOUNT FOR LAZ
108409	10793	CHAUNTAY BOVELL	07/14/16	112.31	RENTAL DEPOSIT REFUND + DISCOUNT FOR LAZ
108410	10793	JIM KOSTECKA	07/14/16	300.00	RENTAL DEPOSIT REFUND
108411	10793	HELEN NGUYEN	07/14/16	145.10	REMAINING DISCOUNT FOR LAZT RIVER CLOSUR
108412	10793	EAST BAY NETS	07/14/16	300.00	GYM RENTAL DEPOSIT RETURN
108413	7183	DEMARAY'S GYMNASTICS ACADEMY	07/14/16	1,071.20	RECREATION CONTRACT
108414	11015	EAST BAY LAWN MOWER	07/14/16	197.97	SMALL ENGINE REPAIR/TOOLS
108415	3217	SOEN FAJEAU	07/14/16	115.00	EXPENSE REIMBURSEMENT
108416	1120	FORENSIC ANALYTICAL SCIENCES, INC	07/14/16	437.00	LAB TESTS - THROUGH 06/30/16
108417	4441	FREMONT UNIFIED SCHOOL DISTRICT TRANSPOR	07/14/16	996.00	BUS TRANSPORT FOR CHILD CARE - 052516
108418	11157	JASON GERMANO	07/14/16	200.00	RESERVE UNIF ALLOWANCE - JUNE'16
108419	11290	HAWK ANALYTICS INC	07/14/16	3,995.00	HAWK ANALYTICS - 07/16 THROUGH 06/17
108420	1591	PHILIP H HOLLAND	07/14/16	200.00	RESERVE UNIF ALLOWANCE - JUNE'16
108421	10663	HOSE & FITTING ETC	07/14/16	53.84	FY15-16 HYDRAULIC HOSES, PARTS AND REPAI
108422	7593	BRUCE HOWCROFT	07/14/16	200.00	RESERVE UNIF ALLOWANCE - JUNE'16
108423	1055	INTERNATIONAL INSTITUTE OF MUNICIPAL CLE	07/14/16	195.00	ANNUAL MEMBERSHIP FEE THROUGH 09/30/2017
108424	11389	ISH AMITOU KAU	07/14/16	2,924.40	RECREATION CONTRACT
108425	3866	JAM SERVICES INC	07/14/16	5,256.00	TRAFFIC SIGNAL PARTS
108426	9253	KAPAN-KENT CO INC	07/14/16	1,457.04	UB 60TH ANNIV PROMOS
108427	6690	KELLY MOORE PAINTS	07/14/16	42.80	FY15-16 PAINT SUPPLIES
108428	7964	KNORR SYSTEMS INC	07/14/16	1,682.79	FY15-16 YE POOL REPAIR
108429	711	MATTHEW BENDER & CO., INC.	07/14/16	89.79	BOOKS & BULLETINS
108430	7189	LINCOLN EQUIPMENT INC	07/14/16	483.82	POOL CHEMICALS AND EQUIPMENT
108431	9117	RICHARD LOPEZ	07/14/16	437.23	EXPENSE REIMBURSEMENT
108432	11407	MELISSA VARGAS	07/14/16	13.58	EXPENSE REIMBURSEMENT - JUNE'16
108433	11374	MONTE MARTINEZ	07/14/16	3,621.02	SWAT SUPPLIES
108434	11089	NEWPARK AUTO SERVICE	07/14/16	134.78	AUTO REPAIR
108435	349	PACIFIC GAS & ELECTRIC	07/14/16	119.02	GAS/ELECTRIC CHARGES 05/25-06/23/16
108436	10729	PETTY CASH CUSTODIAN-HUMAN RESOURCES CHR	07/14/16	253.00	PETTY CASH REPLENISHMENT
108437	10729	PETTY CASH CUSTODIAN-POLICE BEVERLY RYAN	07/14/16	355.90	PETTY CASH REPLENISHMENT
108438	10729	PETTY CASH CUSTODIAN-PUBLIC WORKS MYVAN	07/14/16	52.53	PROGRAM EXPENSES-PETTY CASH
108439	10729	PETTY CASH CUSTODIAN-RECREATION CHERYL G	07/14/16	434.99	PETTY CASH REPLENISHMENT
108440	10729	PETTY CASH CUSTODIAN-MAINTENANCE CHERI G	07/14/16	30.06	PETTY CASH REPLENISHMENT
108441	1772	POWER MAINTENANCE CORPORATION	07/14/16	1,900.00	DISPATCH UPS SYSTEM - 07/01/16 THROUGH 0
108442	11369	REBECCA HIBBS	07/14/16	52.16	EXPENSE REIMBURSEMENT
108443	750	DARRYL REINA	07/14/16	2,816.00	RECREATION CONTRACT
108444	112	WILLE ELECTRICAL SUPPLY CO INC	07/14/16	215.61	ELECTRICAL PARTS
108445	377	SIMON & COMPANY INC	07/14/16	1,985.56	LEGISLATIVE SERVICES - JUNE'16
108446	40	STAPLES ADVANTAGE DEPT LA	07/14/16	1,824.63	OFFICE SUPPLIES

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
108447	5463	MARY TEIXEIRA	07/14/16	9.72	EXPENSE REIMBURSEMENT
108448	10586	JAMES C WHEELER DBA TOTAL AQUATIC MANAGE	07/14/16	500.00	LG AUDITS - 06/15/16
108449	6797	US BANK CORPORATE PAYMENT	07/14/16	10,364.54	US BANK CC PAYMENT 06/22/16
108450	3446	UNIVERSAL SPECIALTIES INC	07/14/16	455.67	FY15-16 PLUMBING SUPPLIES
108451	853	VALLEY OIL COMPANY DEPT# 35101	07/14/16	13,571.07	GAS/FUEL
108452	10998	GARY M SHELDON VBS SERVICES	07/14/16	350.00	BLOOD WITHDRAWAL SVC - MAY'16
108453	5623	VERIZON WIRELESS	07/14/16	93.62	GPS TRACKER/IPHONE SVC SVC DATES 05/26-0
108454	11226	VIETNAM DAILY NEWS	07/14/16	180.00	NOTICE OF ELECTION
108455	8714	WESTERN PACIFIC SIGNAL LLC	07/14/16	3,022.20	TRAFFIC SIGNAL PARTS
Total				82,810.79	