

CITY OF NEWARK CITY COUNCIL

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

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

AGENDA

Thursday, July 27, 2017

CITY COUNCIL:

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

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
Michael Carroll
Police Chief
David Zehnder
Recreation and Community
Services Director
David J. Benoun
City Attorney
Sheila Harrington
City Clerk

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

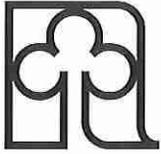
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|-------------------------------------|-------------------------|
| A. ROLL CALL | I. COUNCIL MATTERS |
| B. MINUTES | J. SUCCESSOR AGENCY |
| C. PRESENTATIONS AND PROCLAMATIONS | TO REDEVELOPMENT AGENCY |
| D. WRITTEN COMMUNICATIONS | K. ORAL COMMUNICATIONS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

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

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

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

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



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AGENDA

Thursday, July 27, 2017

A. ROLL CALL

B. MINUTES

- B.1 Approval of Minutes of the regular City Council meeting of Thursday, July 13, 2017. (MOTION)**

C. PRESENTATIONS AND PROCLAMATIONS

- C.1 Introduction of Employees.**

D. WRITTEN COMMUNICATIONS

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 REPORT

(It is recommended that Items F.1 through F.11 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 Initiation of proceedings for annexation of Tract 8157 to Zone 2 - Lighthouse of Landscaping and Lighting District No. 19, approval of the Preliminary Engineer's Report, declaration of intention to order annexation of Tract 8157 to the assessment district and to levy and collect assessments, and setting of public hearing date on September 14, 2017 – from Assistant City Engineer Imai. (RESOLUTION)**

- F.2** Initiation of proceedings for annexation of the Senior Housing Project to Zone 3 – Senior Housing of Landscaping and Lighting District No. 19, approval of the Preliminary Engineer’s Report, declaration of intention to order annexation of the Senior Housing Project to the assessment district and to levy and collect assessments, and setting of public hearing date on September 14, 2017 – from Assistant City Engineer Imai. (RESOLUTION)
- F.3** 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 Attendant and janitorial services – Assistant Engineer Carmen and Police Sergeant Hoppe. (MOTIONS-3)
- F.4** Authorization for the purchase of two (2) 2018 Ford Fusions as replacement vehicles for the Alameda County Fire Department from Elk Grove Ford and outfitting by Signs by Randy – from Maintenance Supervisor Connolly. (RESOLUTION)
- F.5** Authorization for the City Attorney to sign a Certification and Mutual Indemnification Agreement with the County of Alameda from Accounting Manager Lee and City Attorney Benoun. (RESOLUTION)
- F.6** Authorization for the purchase of a replacement aquatic play structure at the Silliman Family Aquatic Center, declaration of Whitewater West Industries, Ltd. as the single source manufacturer, and amendment of the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Year 2017-2018 – from Recreation and Community Services Director Zehnder and Public Works Director Fajeau. (RESOLUTION)
- F.7** Authorization for the City Manager to sign a Lease Agreement with Viola Blythe Community Service Center of Newark, Inc. for use of the Jerry Raber Newark Ash Street Park Building #1 for the operation of a food and clothing distribution center – from City Manager Becker. (RESOLUTION)

- F.8 Authorization for the City Manager to sign a Lease Agreement with Child, Family, and Community Services, Inc. for use of the Jerry Raber Newark Ash Street Park Building #2 for the operation of a Head Start Preschool Program – from City Manager Becker. (RESOLUTION)**
- F.9 Authorization for the City Manager to sign an Agreement with Alameda County for Additional Library Services – from City Manager Becker and City Attorney Benoun. (RESOLUTION)**
- F.10 Authorization for the Mayor to Sign the Second Amendment to Lease Agreement with County of Alameda for reimbursement of janitorial services – from Maintenance Supervisor Connolly and City Attorney Benoun. (RESOLUTION)**
- F.11 Amendment of the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Year 2017-2018 to add six additional Capital Improvement Projects – from Administrative Services Director Woodstock. (RESOLUTION)**

NONCONSENT

- F.12 Second reading and adoption of an ordinance amending Title 17 (Zoning) of the Newark Municipal Code to revise Chapter 17.20 (Commercial Districts) and Chapter 17.24 (Industrial Districts) by amending Sections 17.20.030, 17.020.040, 17.24.030 and 17.24.040 to require distribution and warehouse uses to go through the Conditional Use Permit process – from City Clerk Harrington and Deputy Community Development Director Interiano. (ORDINANCE)**
- F.13 Approving the Union City/Newark Multi-Jurisdiction Hazard Mitigation Plan: Volume 1 and Newark’s portion of Volume 2 - from Assistant City Manager Grindall. (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

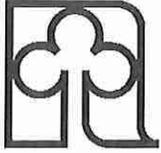
Approval of Audited Demands for the City Council meeting of July 27, 2017. (MOTION)

M. CLOSED SESSION

N. ADJOURNMENT

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

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



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

Minutes

Thursday, July 13, 2017

A. ROLL CALL

Mayor Nagy called the meeting to order at 7:30 p.m. Present were Council Members Hannon, Collazo, Freitas, and Vice Mayor Bucci.

B. MINUTES

B.1 Approval of Minutes of the regular City Council meeting of Thursday, June 22, 2017. **MOTION APPROVED**

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

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Introduction of Employee.

Mayor Nagy introduced recently promoted Police Chief Michael Carroll.

C.2 Proclamation for the Portuguese Fraternal Society of America Council No. 16 Holy Ghost Festival and 95th Anniversary.

Mayor Nagy presented the proclamation to Council President Frank Couto and officers of the Society.

D. WRITTEN COMMUNICATIONS

D.1 Advice of Action taken by the Planning Commission to uphold the Community Development Director's approval of a single-family design review, for an addition to the rear of the first and second floor of a property located at 36831 Papaya Street.

City Manager Becker gave the staff report noting it was review optional.

The Council did not call this up for review. The Community Development Director's approval of the single-family design review stands.

E. PUBLIC HEARING**E.1 Hearing to consider a text amendment to Title 17 (Zoning) of the Newark Municipal Code to revise Chapter 17.20 (Commercial Districts) and Chapter 17.24 (Industrial Districts) by amending Sections 17.20.030, 17.020.040, 17.24.030 and 17.24.040 to require distribution and warehouse uses to go through the Conditional Use Permit process.****ORDINANCE INTRODUCED**

Assistant City Manager Grindall recommended requiring distribution, warehouse and freight terminal uses to be evaluated through the conditional use permit (CUP) process. The CUP would allow control over certain uses which could have detrimental effects on the city and would allow the application of appropriate conditions. He noted that current facilities would be considered legal nonconforming, however, if they ceased operations, they would have 7 years before the legal nonconforming status was considered abandoned.

Mayor Nagy opened the public hearing at 7:51 p.m.

Jeff Starkovich, Cushman Wakefield, industrial broker, stated that the proposed amendment would impact current buildings. Manufacturers put heavy investment in their buildings and they will go to other cities for their warehouses.

Brad Scott, Met Life Real Estate Investment, Asset Manager, stated that they own Cherry Logistics and that he is concerned with the ordinance and does not know if they would have purchased their property if this regulation was in place at that time.

Chatham Goodbolie, Venture Manufacturing, Director of Operations stated that they have grown from 20,000 square feet of space to 100,000 sf in Newark and need an even larger facility. He asked how the changes would impact their plans. He stated that they may consider other cities to expand to if this will delay their plans.

Assistant City Manager Grindall explained the impacts of the changes in a variety of circumstances. He stated that they would create an information sheet with details.

Elisabeth Cowchech, Prologis, Vice President and Market Officer stated that her company acquired 6601 Over Lake Drive in 1999. It took them 19 months to fill the vacancy when Staples left in 2012. They lost several deals due to zoning restrictions.

Mark Eschulman, DCT Industrial, Vice President stated that they own a building on Cherry Street. He stated that Manufacturers need 7 to 10 years to get a return on the money they invest in the building. They need flexibility for leasing manufacturing in the future and would like a 12 year time frame.

Dave Haugen DCT Industrial, Senior Vice President stated that this change could add 9 weeks to the process and people want to get up and running quickly. He stated that he thought the driving force of this change is traffic and that warehouses are the lowest generators of traffic.

Clark Morrison, DCT Industrial, Land Use Counsel stated that he agreed with previous comments. He requested that the City Council continue this matter until the Zoning Update was completed and could refine the language. He stated that if they did approve today, then extend the non-conforming abandonment period to 12 years instead of 7 years.

Richard Dominguez suggested that the City Council compromise with the speakers and extend the 7 years to 10 years. He stated that traffic means people are working.

Jon Moreau stated that writer of the ordinance has no experience in warehousing or manufacturing and does not understand the process.

Mayor Nagy closed the public hearing at 8:23 p.m.

Mayor Nagy, Council Member Freitas and Council Member Hannon spoke in favor of extending the non-conforming abandonment period to 10 years instead of 7 years. Vice Mayor Bucci and Council Member Collazo favored a 12 year period.

Council Member Hannon moved, Council Member Freitas seconded to introduce an ordinance amending Title 17 (Zoning) of the Newark Municipal Code to revise Chapter 17.20 (Commercial Districts) and Chapter 17.24 (Industrial Districts) by amending Section 17.20.030, 17.020.040, 17.24.030 and 17.24.040. The nonconforming use will be considered abandoned at 10 years instead of 7 years. The motion passed, 3 AYES, 2 NOES (Collazo/Bucci).

F. CITY MANAGER REPORTS

Council Member Collazo moved, Vice Mayor Bucci seconded, to approve Consent Calendar Items F.1 through F.4, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions. The motion passed, 5 AYES.

CONSENT

- F.1 Authorization for the City Manager to sign Task Order No. 14 to the Joint Powers Agreement with the City of Fremont for Case Management services.**

**RESOLUTION NO. 10671
CONTRACT NO. 09044**

- F.2 Approval of plans and specifications, acceptance of bid and award of contract to Pavement Coatings Company for the 2017 Street Slurry Seal Program, Project 1142.**
MOTION APPROVED
RESOLUTION NO. 10672
CONTRACT NO. 17028
- F.3 Approval of Contractual Services Agreements with Hexagon Transportation Consultants, Inc. and Omni-Means, Ltd. for Traffic Engineering and Transportation Planning Services and authorization to amend the 2016-2018 Biennial Budget and Capital Improvement Plan for fiscal year 2017-2018 to provide additional funding for said Contractual Services Agreements.**
RESOLUTION NO. 10673
CONTRACT NO. 17029 Hexagon
CONTRACT NO. 17030 Omni-Means
- F.4 Approval of specifications, acceptance of bid, and award of contract to Bayside Heating and Air Conditioning, Inc., for Silliman Activity Center – HVAC Unit Replacements, Project 1152, with commissioning by Syserco, Inc.**
MOTION APPROVED
RESOLUTION NO. 10674
CONTRACT NO. 17031

NONCONSENT

- F.5 Approval of the Memoranda of Understanding with the Newark Association of Miscellaneous Employees (NAME) and the Newark Police Association (NPA); and the Compensation and Benefit Plans for the Confidential Employee Group, and the City Officials, Management, Supervisory, and Professional Employee Group.**
RESOLUTION NO. 10675-10678

Council Members Freitas and Collazo recused themselves since they receive medical insurance through the city. Both Council Members left the City Council Chambers

City Manager Becker stated that the labor agreements span a two year term from July 1, 2017 through June 30, 2019. The agreements include the following provisions: A four (4) percent general salary increase on July 1, 2017 and again on July 1, 2018. A gradual increase to the City's partial contribution for medical insurance. The City currently contributes a total monthly amount of \$428 to assist employees in purchasing medical, dental and/or vision insurance. It will increase from \$428 to \$733 per month effective July 1, 2017, to \$780 per month effective January 1, 2018, and to \$813 per month effective January 1, 2019.

Council Member Hannon moved, Vice Mayor Bucci seconded to, by resolutions, adopt the Memoranda of Understanding for the Newark Association of Miscellaneous Employees (NAME) and the Newark Police Association (NPA), and the Compensation and Benefit Plans for the Confidential Employee Group, and the City Officials, Management,

Supervisory, and Professional Employee Group. The motion passed, 3 AYES, 2 RECUSED (Collazo/Freitas).

Council Members Freitas and Collazo returned to the City Council Chambers.

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

Vice Mayor Bucci stated that the annual Relay for Life will be held this weekend.

Council Member Collazo congratulated Police Chief Carroll on his promotion. She stated that the Mariachi Festival will be on Sunday at Shirley Sisk Grove. She encouraged the public to shop in Newark.

Council Member Hannon also congratulated Police Chief Carroll. He stated that Stage 1 would be performing of Rock of Ages at the Ohlone Outdoor Amphitheater in July.

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

K. ORAL COMMUNICATIONS

Richard Dominguez stated his concerns with fireworks. He suggested confining safe and sane locations to one location in the city to separate them from the illegal fireworks and for easier clean up.

L. APPROPRIATIONS

Approval of Audited Demands for the City Council meeting of July 13, 2017. MOTION APPROVED

City Clerk Harrington read the Register of Audited Demands: Check numbers 111411 to 111632.

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

M. CLOSED SESSION

N. ADJOURNMENT at 9:00 p.m.

At 9:00 p.m. Mayor Nagy adjourned the City Council meeting.

C.1 Introduction of Employees.

Background/Discussion – Human Resources Technician Phalatsamy Huyn and City Cashier Alexis Cross will be introduced at the City Council Meeting.

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 2017 Weed Abatement Program is submitted pursuant to Resolution No. 10,601 adopted by the City Council on March 23, 2017. The report showing the assessments for the fall 2016 and the spring 2017 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, 2017, no written objections have been received.

On April 27, 2017, the City Council directed the Superintendent of Streets to abate weeds on 151 parcels of land. Subsequent to notification, private property owners cleared 137 parcels and the City's contractor cleared 14 parcels. This year, the assessments ranged from \$124 to \$1,008. The lowest cost is for a vacant property that requires minimal work. The highest cost was for a property that required tractor work. There were no additional supplemental lot clearings for the 2016 fall abatement work included in this year's assessments. The combined total for all assessments was \$6,587.

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 2017 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. 10,601, 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 – 2017 City of Newark Weed Abatement – Total Assessments" 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 \$6,587 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

2017 City of Newark Weed Abatement
TOTAL ASSESSMENTS

			Total
MAP NO.	APN	LOCATION	Assessment
3	092-0131-001-09	Filbert St at Snow	124
3.1	092-0131-002-04	37243 Filbert St	124
3.2	092-0131-003-00	37257 Filbert St	124
7	092-0045-011-00	Magnolia St	288
8	092-0030-014-03	6717 Thornton Ave	288
11	092-0041-008-03	Union Pacific ROW	1008
30	092A-2143-042-00	6179 Robertson Ave	288
34	092-0126-019-00	SMCTD ROW	1008
35	537-0852-001-02	8787 Enterprise Dr	1008
36	092-0115-011-00	37445 Willow St	1008
45	092-0125-010-00	7843 Railroad Ave	372
49	092-0135-023-00	Walnut St Corner Lot	372
54	092A-1036-041-00	Newark Blvd and Civic Terr	288
65	092-0127-013-00	37079 Ash St	288
		TOTAL	\$ 6,587

F.1 Initiation of proceedings for annexation of Tract 8157 to Zone 2 - Lighthouse of Landscaping and Lighting District No. 19, approval of the Preliminary Engineer's Report, declaration of intention to order annexation of Tract 8157 to the assessment district and to levy and collect assessments, and setting of public hearing date on September 14, 2017 – from Assistant City Engineer Imai.

(RESOLUTION)

Background/Discussion – On December 13, 2016 the City Council approved the formation of Landscaping and Lighting District No. 19 (Resolution No. 10,585), located to the west of Willow Street between Seawind Way and Central Avenue. Lennar Homes of California, Inc., developer of Tract 8157, located on the northwestern corner of the intersection of Willow Street and Seawind Way, has submitted a petition requesting annexation to Landscaping and Lighting District No. 19.

Because the landscaping and lighting improvements associated with Tract 8157 will provide a different level of service and benefit to the parcels within Tract 8157 than to the parcels currently within Landscaping and Lighting District No. 19, Tract 8157 will annex to, or join, Landscaping and Lighting District No. 19 as “Zone 2 – Lighthouse” to differentiate it from the existing parcels (Zone 1). A separate assessment rate will be calculated for each zone based on the distinct level of service and benefit provided to each zone by the landscaping and lighting improvements within Landscaping and Lighting District No. 19.

A Preliminary Engineer's Report has been prepared and is attached for City Council review. The annexation of Tract 8157 to Zone 2 – Lighthouse of Landscaping and Lighting District No. 19 and the levy and collection of assessments is recommended for consideration by the City Council at a Public Hearing on September 14, 2017. Approval of the Preliminary Engineer's Report and adoption of a Resolution would start the required 45-day noticing period for the Public Hearing.

The Landscaping and Lighting Act of 1972 allows local government to finance the costs and expenses of landscaping and lighting of public areas. Annexation of Tract 8157 to Zone 2 – Lighthouse of Landscaping and Lighting District No. 19 would provide for:

- I. The maintenance of the landscaping, landscape irrigation system, and street lighting system within the planter strips, median, and traffic circles on Willow Street, from its intersection with Seawind Way to the northern boundary of Tract 8157
- II. The maintenance of the street lighting system along the Seawind Way frontage of Tract 8157
- III. The maintenance of a trash capture device located along the Seawind Way frontage of Tract 8157

All roads and alleyways internal to Tract 8157 are private streets. Maintenance of landscape improvements along all private street frontages within Tract 8157 will be the responsibility of the developer and eventually the Homeowner's Association of Tract 8157.

Based on the Preliminary Engineer's Report, the maximum assessment for Fiscal Year 2017/18 for Zone 2 – Lighthouse would be \$52.62 for each multi-family unit (i.e. townhomes and condominiums) within Tract 8157, for a total district assessment of \$3,472.96. To cover rising energy and water rates, the maximum assessment rate would be adjusted annually based on the Consumer Price Index or three percent (3%), whichever is greater. The annual assessment rate would be less than or equal to the adjusted maximum assessment rate established for that fiscal year.

In accordance with Proposition 218, a parcel's assessment for any certain improvement shall be based on the proportional special benefit conferred on that parcel by that improvement. As discussed in the Engineer's Report, special benefits from the landscaping and lighting improvements within the Willow Street planter strips, median, traffic circles, and trash capture devices are shared by parcels outside of Zone 2 – Lighthouse of Landscaping and Lighting District No. 19 as well as those within the District. The City's contribution for the special benefits from the Willow Street Improvements shared by parcels outside of the district is \$1,602.23. Therefore, the total assessment cost with City contribution would be \$5,075.19.

Attachment

Action – It is recommended that the City Council, by resolution: (1) initiate proceedings for the annexation of Tract 8157 to Zone 2 – Lighthouse of Landscaping and Lighting District No. 19, (2) approve the Preliminary Engineer's Report, (3) declare the intention to order the annexation of Tract 8157 to the assessment district and to levy and collect assessments, and (4) set the Public Hearing date on September 14, 2017.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK INITIATING PROCEEDINGS FOR THE ANNEXATION OF TRACT 8157 TO ZONE 2 – LIGHTHOUSE OF LANDSCAPING AND LIGHTING DISTRICT NO. 19, APPROVING THE PRELIMINARY ENGINEER'S REPORT, DECLARING INTENTION TO ORDER THE ANNEXATION OF TRACT 8157 TO THE ASSESSMENT DISTRICT AND LEVY AND COLLECT ASSESSMENTS, AND SET THE PUBLIC HEARING DATE ON SEPTEMBER 14, 2017

The City Council of the City of Newark hereby resolves the following:

1. The City Council proposes to annex Tract 8157 to Zone 2 – Lighthouse of Landscaping and Lighting District No. 19 pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets and Highway Code) for the purpose of providing the following improvements:
 - I. The maintenance of the landscaping, landscape irrigation system, and street lighting system within the planter strips, median, and traffic circles on Willow Street, from its intersection with Seawind Way to the northern boundary of Tract 8157;
 - II. The maintenance of the street lighting system along the Seawind Way frontage of Tract 8157;
 - III. The maintenance of a trash capture device located along the Seawind Way frontage of Tract 8157.

Costs shall include all maintenance and operation costs, including normal upkeep, operating expenses, management expenses, replacement and replanting costs. The maximum assessment rate will be adjusted annually by the Bureau of Labor Statistics, Consumer Price Index for the month of February, All Urban Consumers, ("CPI") for the San Francisco/Oakland/San Jose area or three percent (3%), whichever is greater.

2. The proposed annexation shall be designated as Zone 2 – Lighthouse of Landscaping and Lighting District No. 19, City of Newark, Alameda County, California, and shall include the land shown on the Assessment Diagram, Appendix B, of the attached Preliminary Engineer's Report, which diagram is on file with the City Clerk and is hereby approved.
3. The Preliminary Engineer's Report was prepared pursuant to Section 22565 of the Streets and Highways Code.
4. The Preliminary Engineer's Report is filed with the City Clerk pursuant to Section 22623 of the Streets and Highways Code. The Report has been presented to the City Council and is hereby incorporated by reference.

5. The City Council has reviewed the Report. Pursuant to Section 22623 of the Streets and Highways Code, the City Council hereby approves the Report as submitted or as modified by the City Council's direction and action.
6. The City Council hereby declares its intention to conduct a Public Hearing for the annexation of Tract 8157 to Zone 2 – Lighthouse of Landscaping and Lighting District No. 19 and the levy and collection of assessments, in accordance with Section 22620 of the Streets and Highways Code. A Public Hearing will be held by the City Council on Thursday, September 14, 2017 at 7:30 p.m., or as soon thereafter, at the City of Newark Council Chambers, City Hall, 37101 Newark Boulevard, Newark, California. The proposed total assessment for the district is \$3,472.96, and the maximum assessment per multi-family dwelling unit for Fiscal Year 2017-2018 is \$52.62. All interested persons shall have the opportunity to be heard.
7. The City shall distribute notice and ballots of the time and place of the Public Hearing to all property owners within Zone 2 – Lighthouse of Landscaping and Lighting District No. 19.



PRELIMINARY ENGINEER'S REPORT

**Landscape and Lighting
District No. 19**

**Annexation No. 1 – Zone 2
(Lighthouse)**

Fiscal Year 2017-18

CITY OF NEWARK

Alameda County, California

July 17, 2017



Harris & Associates

**ENGINEER'S REPORT
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Appendices

- A Maintenance Funding Exhibit
- B Assessment Diagram
- C Assessment Roll

ENGINEER'S REPORT

ANNEXATION NO. 1 INTO THE CITY OF NEWARK LANDSCAPE AND LIGHTING DISTRICT NO. 19 (LIGHTHOUSE)

The undersigned acting on behalf of Harris & Associates, respectfully submits the enclosed Engineer's Report as directed by City Council pursuant to the provisions of Section 4 of Article XIII D of the California Constitution, and provisions of the Landscaping and Lighting Act of 1972, Section 22500 et seq. of the California Streets and Highways Code. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

DATED: July 17, 2017



By: K. Dennis Klingelhofer
Assessment Engineer
R.C.E. No. 50255

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was filed with me on the ____ day of _____, 2017.

_____, City Clerk,
City of Newark
Alameda County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, California, on the ____ day of _____, 2017.

_____, City Clerk,
City of Newark
Alameda County, California

By _____

CITY OF NEWARK

FISCAL YEAR 2017-18

**ENGINEER'S REPORT
PREPARED PURSUANT TO THE PROVISIONS OF THE
LANDSCAPING AND LIGHTING ACT OF 1972
SECTION 22500 THROUGH 22679
OF THE CALIFORNIA STREETS AND HIGHWAYS CODE,
ARTICLE XIID OF THE CALIFORNIA CONSTITUTION, AND
THE PROPOSITION 218 OMNIBUS IMPLEMENTATION ACT
(GOVERNMENT CODE SECTION 53750 ET SEQ.)**

Pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California, Article XIID of the California Constitution (Proposition 218), and the Proposition 218 Omnibus Implementation Act and in accordance with the Resolution of Initiation, adopted by the City Council of the City of Newark, State of California, in connection with the proceedings for:

**ANNEXATION NO. 1 FOR THE CITY OF NEWARK
LANDSCAPE AND LIGHTING DISTRICT NO. 19
ZONE 2 – LIGHTHOUSE**

Hereinafter referred to as the "District", I, K. Dennis Klingelhofer, P.E., the authorized representative of Harris & Associates, the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of five (5) parts as follows:

**PART A
PLANS AND SPECIFICATIONS**

Plans and specifications for the improvements are as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Engineer and are incorporated herein by reference.

**PART B
ESTIMATE OF COST**

An estimate of the costs of the proposed improvements, including incidental costs and expenses in connection therewith, is as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Clerk and incorporated herein by reference.

PART C
METHOD OF APPORTIONMENT

The method of apportionment of assessments, indicating the proposed assessment of the net amount of the costs and expenses of the improvements to be assessed upon the several lots and parcels of land within the Annexation, in proportion to the estimated benefits to be received by such lots and parcels.

PART D
ASSESSMENT DIAGRAM

The Diagram of the Annexation Boundaries showing the exterior boundaries of the Annexation and the lines and dimensions of each lot or parcel of land within the Annexation. The lines and dimensions of each lot or parcel within the Annexation are those lines and dimensions shown on the maps of the Assessor of the County of Alameda for the fiscal year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

PART E
ASSESSMENT ROLL

An assessment of the estimated cost of the improvements on each benefited lot or parcel of land within the Annexation.

PART A

Plans and Specifications

Annexation No. 1 will be designated as Zone 2 within the District, due to the different level of services to be provided by the improvements. The proposed improvements for Annexation No. 1 include landscape improvements, (the "Landscape Improvements"), and street lighting improvements (the "Street Lighting Improvements"), collectively, (the "Improvements").

The plans and specifications for the Improvements, showing the general nature, location and the extent of the Improvements, are on file with the City and are by reference herein made a part of this report.

The Improvements are generally described as follows:

DESCRIPTION OF IMPROVEMENTS TO BE MAINTAINED AND SERVICED

Landscape Improvements

The Landscape Improvements include, but are not limited to: landscaping, planting, turf, trees, irrigation systems and decorative lighting fixtures in public street and sidewalk rights-of-way, including medians, traffic circles, parkways and other easements dedicated to the City of Newark within, and adjacent to, the District.

The Landscape Improvements includes streetscapes, medians and traffic circles, specifically:

- Northwest corner of intersection of Willow Street and Seawind Way
- West side of Willow Street, along the easterly border of the tract, including planter strips
- Medians along Willow Street, between Seawind Way and the northerly border of the tract
- Traffic Circle at the intersection of Willow Street and Seawind Way
- One Trash Capture Device ("TCD") on Seawind Way

Street Lighting Improvements

Street Lighting Improvements include, but are not limited to: poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting in public street and sidewalk rights-of-way and other easements dedicated to the City of Newark within, and adjacent to, the Annexation.

The Street Lighting Improvements include street lamps with 4000K LED luminaire with Type II medium beam distribution and micro-lens. The poles are manufactured by Hapco and the lamps are GC1, Green Cobra street lights, manufactured by LeoTek. The Street Lighting Improvements will be located along streets within the Annexation as shown below:

- Three street lights located along Seawind Way
- One street light located along Willow Street

Appendix A of this report provides a Maintenance Funding Exhibit showing the location of the Landscape Improvements and the Street Lighting Improvements.

DESCRIPTION OF MAINTENANCE AND SERVICES

The proposed maintenance and services for the District (collectively, the "Maintenance ") include landscaping maintenance and services, (collectively, the "Landscape Maintenance "), and street lighting maintenance and services (collectively, the "Street Lighting Maintenance "). The proposed maintenance and services are generally described as follows:

Landscape Maintenance

Landscape Maintenance may include, but is not limited to, the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the Landscape Improvements and appurtenant facilities, including repair, refurbishment, removal or replacement of all or part of any of the Landscape Improvements and appurtenant facilities; providing for the life, growth, health and beauty of the Landscape Improvements, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; the furnishing of water and electrical current or energy for the irrigation or lighting of the Landscape Improvements and appurtenant facilities.

Street Lighting Maintenance

Street Lighting Maintenance may include, but is not limited to, the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the Street Lighting Improvements, and appurtenant facilities, including repair, refurbishment, removal or replacement of all or part of any of the Street Lighting Improvements and appurtenant facilities; the furnishing of electrical current or energy for the maintenance of any Street Lighting Improvements and appurtenant facilities; and the furnishing of electric current or energy, gas or other illuminating agent for the Street Lighting Improvements and appurtenant facilities.

PART B
Estimate of Cost

The estimated maximum costs for Maintenance Services are the estimated costs of maintenance and services if the Improvements were fully maintained for Fiscal Year 2017-18. Section 22569(a) of Landscape and Lighting Act of 1972 (the "1972 Act") provides that estimate of costs includes the total cost improvements to be made for the year, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses. This may include an operating reserve which shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later.

The following table shows a summary of the estimated annual costs for the Annexation:

Cost Estimate Summary

Item	Cost/Yr
Landscape Maintenance	
Landscape Maintenance	\$1,488.33
Street Lighting Maintenance	<u>389.72</u>
Total Maintenance Cost	\$1,878.05
Administrative Cost	\$2,085.09
Reserves	
Operating Reserve (10% of Total Maintenance Cost)	\$187.81
Annual Capital Replacement Reserve	<u>924.24</u>
Total Reserves	\$1,112.05
Total Maintenance, Administrative and Reserve Costs	\$5,075.19
Less: Beginning Balance	0.00
Less: Required Contribution from General Fund	<u>(1,602.23)</u>
Total Assessment Amount for Zone 2 - Lighthouse	\$3,472.96

A discussion on the determination of the required contribution from the General Fund is provided in Section C of this Report.

Detailed cost estimate tables for maintenance, administration and reserves are shown below.

Landscape Maintenance Costs

Item	Unit	Quantity	Cost/Unit	Cost/Yr
Landscape Maintenance				
Northwest corner of intersection of Willow Street and Seawind Way	SF	577.75	\$0.23	\$132.88
West side of Willow Street, along the easterly border of the tract, including planter strips	SF	861.77	\$0.23	198.21
Medians along Willow Street, between Seawind Way and northerly border of the tract	SF	1,630.06	\$0.23	374.91
Traffic Circle at the intersection of Willow Street and Seawind Way	SF	2,618.82	\$0.23	602.33
One Trash Capture Device ("TCD") on Seawind Way	EA	1	\$180.00	<u>180.00</u>
Total Landscape Maintenance Cost				\$1,488.33
Street Lighting Maintenance				
Three Street Lights located along Seawind Way	EA	3	\$97.43	\$292.29
One Street Light located along Willow Street	EA	1	\$97.43	<u>97.43</u>
Total Street Lighting Maintenance Cost				\$389.72
Total Maintenance Cost				\$1,878.05

Administrative Costs

Item	Cost/Yr
Administrative Cost	
City Personnel Costs	\$187.81
Contractual Maintenance Costs	187.81
Inspection	150.23
Assessment Engineering	1,500.00
Alameda County Collection Charges (1.7%)	59.04
Rounding Adjustment	<u>0.21</u>
Total Administrative Cost	\$2,085.09

The Alameda County collection charge is equal to 1.7% of the total assessment placed on the tax roll each year.

The rounding adjustment is necessary so that the assessment amount for each parcel is rounded to even cents as the assessments are collected in two equal installments.

Operating Reserve

Operating Reserves will be collected over a five year period. The Cost Estimate Summary table on page 6 includes the amount to be collected for one year.

Annual Capital Replacement Reserve

The following table shows a summary of the annual collection amount for capital replacement reserves for the Improvements:

Item	Unit	Quantity	Cost/Unit	Cycle	Cost/Yr
Landscape Improvements					
Northwest corner of intersection of Willow Street and Seawind Way	SF	577.75	\$1.40	75	\$10.78
West side of Willow Street, along the easterly border of the tract, including planter strips	SF	861.77	\$1.40	75	16.09
Medians along Willow Street, between Seawind Way and northerly border of the tract	SF	1,630.06	\$1.40	75	30.43
Traffic Circle at the intersection of Willow Street and Seawind Way	SF	2,618.82	\$1.40	75	48.88
One Trash Capture Devices ("TCD") on Seawind Way	EA	1	\$500.00	30	<u>16.67</u>
Total Landscape Improvements Replacement Cost					\$122.85
Street Lighting Improvements					
LED Post Top	EA	4	\$1,771.92	14	\$517.35
LED Printed Circuit Boards	EA	4	\$480.00	14	140.15
Driver	EA	4	\$92.31	14	26.95
Button Photocell	EA	4	\$86.54	25	13.85
Fusing	EA	4	\$19.23	25	3.08
Tapered Round POLE	EA	4	\$1,044.38	75	55.70
Pole Bracket/Arm	EA	4	\$830.77	75	<u>44.31</u>
Total Street Lighting Improvements Replacement Cost					\$801.39
Total Annual Replacement Cost					\$924.24

PART C Method of Apportionment of Assessment

General

The 1972 Act permits the establishment of assessment Districts by cities for the purpose of providing certain public improvements which include the construction, maintenance and servicing of street lights, traffic signals and landscaping facilities.

Street and Highways Code Section 22573 requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

The net amount to be assessed upon lands within an assessment District may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

The 1972 Act permits the designation of areas of benefit within any individual assessment Zone if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax."

In addition, Proposition 218 (Prop. 218), the "Right to Vote on Taxes Act" which was approved on the November 1996 Statewide ballot and added Article XIII D to the California Constitution, requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Prop. 218 provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. Prop. 218 also requires that publicly owned property which benefit from the improvements be assessed, unless that parcel can show no benefit from the improvements.

Special Benefit

In determining the proportionate special benefit derived by each identified parcel, the proximity of the parcel to the public improvements detailed in Part A above, and the capital, maintenance and operating costs of said public improvements, was considered and analyzed. Due to the close proximity of the parcels to the improvements detailed in Part A above, it has been demonstrated and determined that the parcels are uniquely benefited by, and receive a direct advantage from, and are conferred a particular and distinct special benefit over and above general benefits by said public improvements in a way that is particular and distinct from its effect on other parcels, and that real property in general and the public at large do not share.

All the parcels were established at the same time once the conditions regarding the improvements and the continued maintenance were guaranteed. As a result, each parcel within the District receives a special and distinct benefit from the improvements. Lighthouse Tract Map 8157 is comprised of 88 condominium units and private roads.

Special Benefit from Landscape Maintenance

All parcels within the Annexation receive special benefit from Landscape Maintenance. Trees, landscaping, hardscapes, ornamental structures and appurtenant facilities, if well maintained, confer a particular and distinct special benefit upon real property within the District by providing beautification, shade and positive enhancement of the community character, attractiveness and desirability of the surroundings. In addition, all of the aforementioned contributes to a specific increase in property desirability and a specific enhancement of the property value of each parcel within the District.

Special Benefit from Street Lighting Maintenance

All parcels within the Annexation receive special benefit from Street Lighting Maintenance. The special benefit from street lighting can be measured by increased safety to people and property, as well as the increased availability of lighting. The safety to people results in a special benefit to residential parcels because street lighting improves traffic safety during ingress and egress to the property and creates a deterrent to crime against people on the property. The safety to property results in a special benefit to both residential and vacant non-developable parcels because street lighting operation, maintenance and servicing provides for the protection of buildings and personal property against crimes such as theft and vandalism.

Additionally, all parcels in the Annexation receive a special benefit from the installation, operation, maintenance and servicing of the operation, maintenance and servicing of street lighting on collector streets. Collector street lighting benefits properties primarily because the properties, and the persons using the properties, are provided safe street access.

Special Benefit to Parcels Outside of the Annexation

There are parcels outside the Annexation that receive special benefit from some of the Improvements. Parcels that front the east side of Willow Street receive special benefit from the Improvements on Willow Street. The Improvements that provide special benefit to parcels outside the Annexation are as follows:

Landscape Improvements

- Medians along Willow Street, between Seawind Way and the northerly border of the tract provide special benefit to the parcels in the Trumark development.

Street Lighting Improvements

- Three street lights located along Seawind Way provide special benefit to the parcels in the Bayshores development.
- One street light located along Willow Street provide special benefit to the parcels in the Trumark development and parcels in the Bayshores development.

Share of Cost Estimate to Parcels Outside of the Annexation

The share of the cost estimate that provides special benefit to parcels outside of the Annexation for each of the shared Improvements is shown in the following tables:

Medians along Willow Street, between Seawind Way and the Northerly Border of the Tract

Item	EDUs	% of EDUs	Cost Share
Lighthouse	66.00	23.32%	\$87.44
Trumark	<u>217.00</u>	<u>76.68%</u>	<u>287.48</u>
Total for Medians	283.00	100.00%	\$374.91

Three Street Lights located along Seawind Way

Item	EDUs	% of EDUs	Cost Share
Lighthouse	66.00	12.18%	\$35.61
Bayshores	<u>475.75</u>	<u>87.82%</u>	<u>256.68</u>
Total for Three Street Lights	541.75	100.00%	\$292.29

One Street Light located along Willow Street

Item	EDUs	% of EDUs	Cost Share
Lighthouse	66.00	8.70%	\$8.47
Trumark	217.00	28.60%	27.86
Bayshores	<u>475.75</u>	<u>62.70%</u>	<u>61.09</u>
Totals for One Street Light	758.75	100.00%	\$97.43

Required Contribution for Special Benefit to Parcels Outside of the Annexation

The total required contribution for special benefit to parcels outside of the Annexation is as follows:

Item	Cost/Yr
Landscape Maintenance	
Medians along Willow Street, between Seawind Way and northerly border of the tract	<u>\$287.48</u>
Total Landscape Maintenance Cost	\$287.48
Street Lighting Maintenance	
Three Street Lights located along Seawind Way	\$256.68
One Street Light located along Willow Street	<u>88.96</u>
Total Street Lighting Maintenance Cost	\$345.64
Total Maintenance Cost	\$633.12
Reserves	
Operating Reserve (10% of Total Maintenance Cost)	\$63.31
Annual Capital Replacement Reserve	<u>734.07</u>
Total Reserves	\$797.38
Total Maintenance and Reserve Costs	\$1,430.50

The share of costs allocated to parcels outside of the Annexation cannot be assessed to Annexation parcels and this amount is the required contribution from some other source, such as the City's General Fund.

General Benefit

There is also general benefit from Improvements. The amount of general benefit is determined by the nature and location of the Improvements.

General Benefit from Landscape Maintenance

There is a general benefit component related to the trash capture devices ("TCD's"). The TCD's keep debris and other contaminants from getting into the landscaped areas on the south end of the project and the wetlands beyond, reducing or eliminating the trash and other debris needing to be picked up. While a portion of this can be attributable to special benefit, the benefit to all parcels and the community in general (general benefit) is that the beauty of the area will be enhanced and contaminants in the water table will be reduced. Based on studies from the Environmental Protection Agency, California Water Board and WaterWorld, it is estimated that 80% of trash that ends up in our waterways or oceans originates on land. The table on the following page shows the allocation of the cost of the Trash Capture Devices to the District parcels between special and general benefit:

The Improvement that provides general benefit are as follows:

- One Trash Capture Device

General Benefit Share of Cost Estimate

The share of the cost estimate that provides general benefit is shown in the following table:

One Trash Capture Device

Item	EDUs	EDUs	Cost Share
Special Benefit to Parcels	13.20	20.0%	\$36.00
General Benefit to Parcels	<u>52.80</u>	<u>80.0%</u>	<u>\$144.00</u>
Totals	66.00	100.0%	\$180.00

Required Contribution for General Benefit

The total required contribution for general benefit is as follows:

Item	Cost/Yr
Landscape Maintenance	
One Trash Capture Device ("TCD") on Seawind Way	<u>\$144.00</u>
Total Landscape Maintenance Cost	\$144.00
Reserves	
Operating Reserve (10% of Total Maintenance Cost)	\$14.40
Annual Capital Replacement Reserve	<u>13.33</u>
Total Reserves	\$27.73
Total Maintenance and Reserve Costs	\$171.73

The share of costs allocated to parcels outside of the Annexation cannot be assessed to Annexation parcels and this amount is the required contribution from some other source, such as the City's General Fund.

General Benefit from Street Lighting Maintenance

There is no general benefit from Street Lighting Maintenance.

Total Required Contribution for General Benefit and Special Benefit to Parcels Outside of the Annexation

The total contribution for general benefit and special benefit to parcels outside of the Annexation is as follows:

Item	Cost/Yr
Required Contribution for Special Benefit	\$1,430.50
Required Contribution for General Benefit	<u>171.73</u>
Total Required Contribution for General Benefit and Special Benefit to Parcels Outside of the Zone	\$1,602.23

Apportionment

Since the assessment will be levied against parcels of property as shown on the tax roll, the final charges must be assigned by Assessor's Parcel Number. If assessments were to be spread just by parcel, not considering land use or parcel size, a single family parcel would be paying the same as a 50 unit apartment parcel or a large commercial establishment and this would not be equitable.

The single family detached residential unit or lot has been selected as the basic unit for calculation of assessments and is defined as one Equivalent Dwelling Unit (EDU). Each land-use in the Annexation is converted to EDU's. The Annexation contains single family homes, condominiums and townhomes. There are no "non-residential" (commercial) parcels in the Annexation.

The EDU method is seen as the most appropriate and equitable method of spread of benefit to each parcel from the improvements since it is based on land-use type and parcel size. Property within the Annexation is assigned to one of the following two categories.

Single Family Residential. Parcels zoned for single family detached home residential uses are assessed 1 EDU per dwelling unit. Parcels designated as SFR land-use will be assessed 1 EDU per dwelling unit or lot, including vacant subdivided residential lots and vacant land zoned for single family residential uses with a tentative or final tract map.

Multiple Family Residential. Multiple-residential (including apartments, condominiums, townhomes, and duplexes) land use equivalencies are determined based on the number of dwelling units on each parcel. Due to population density and size of structure relative to the typical single family residence, each dwelling unit defined as multi-family residential, including apartments, condominiums, townhomes, and duplexes, are assigned and EDU of 0.75 EDU.

The EDU's assigned to a multiple-residential parcel are calculated by multiplying the number of dwelling units by the EDU Factor of 0.75.

Non-Residential. In converting non-residential properties to EDU's, the EDU Factor used is equal to the EDU density of the residential property in the Annexation. Lighthouse is a high density residential development with approximately 88 planned units with a total EDU count of 66.00, located on approximately 8.09 acres. This calculates to an EDU Factor of 8.16 EDU per developed non-residential acre. All properties that are developed for non-residential uses are therefore assigned 8.16 EDU's per acre. These include commercial, industrial, church, school, and other non-residential uses.

Vacant Parcels. Vacant parcels receive a reduced level of benefit as compared to developed parcels. Vacant parcels therefore uses are assessed at 20% of the non-residential rate, or 1.63 EDU per acre. This includes all lots designated as vacant without a tentative or final tract map but does not include easements or streets, whether private or public, which are non-assessable.

EDU Factors by Land Use

The following table is summary of the EDU Factors for the Annexation, for each land use category:

Land Use	EDU Factor
SFR	1.00 Per Dwelling Unit
Multi-Family - Condo - Townhome	0.75 Per Dwelling Unit
Non-Residential	8.158 EDU Per Acre
Vacant Property	1.631 EDU per Acre

Land Use and EDU Summary

The following tables provide a summary of the land uses and EDU's for purposes of this Report and the assessment calculations.

Annexation EDU's			
Land Use	Dwelling Units	EDU Factor	EDU's
SFR	0.00	1.00	0.00
Multi-Family - Condo - Townhome	88.00	0.75	66.00
Non-Residential	0.00	10.875	0.00
Vacant Property	0.00	2.175	0.00
Totals	88.00		66.00

Assessment Rate Per EDU

The Assessment Rate Per EDU for the Annexation is calculated by dividing the Assessment Amount for the District by the total EDUs in the Annexation. The Applied Assessment Rate must be an even penny for County tax roll purposes.

Fiscal Year 2017/18 Assessment Rates Per EDU		
Assessment Amount	Annexation EDU's	Rate Per EDU
\$3,472.96	66.00	\$52.62

Assessments

The Maximum Assessment Amount and the Applied Assessment Amount for fiscal year 2017-18 are shown in the following table:

The 2017-18 Applied Assessment may be adjusted, based upon the level of development at the time, but not to exceed the established Max Assessment Rate.

- The Maximum Assessment Rate allowed each fiscal year (the “Adjusted Maximum Assessment Rate”) shall be based on the initial maximum assessment established in fiscal year 2017-18, adjusted annually by the Bureau of Labor Statistics, Consumer Price Index for the month of February, All Urban Consumers, (“CPI”) for the San Francisco/Oakland/San Jose area or three percent (3%), whichever is greater. Should the Bureau of Labor Statistics revise or discontinue the preparation of such index, the City reserves the right to use such revised index or a comparable system to determine fluctuations in the annual cost of living.
- Each fiscal year, the greater of CPI or 3% shall be applied to the Maximum Assessment Rate established the previous fiscal year to calculate the appropriate Adjusted Maximum Assessment Rate for the then current fiscal year.
- If the proposed annual assessment rate for the upcoming fiscal year is less than or equal to the Adjusted Maximum Assessment Rate established for that fiscal year then the proposed annual assessment is not considered an increased assessment.

PART D
Assessment Diagram

The boundary diagram for the Annexation is included herein as Appendix B, and is part of this report.

The lines and dimensions of each lot or parcel within the Annexation are those lines and dimensions shown on the maps of the Assessor of the County of Alameda for the fiscal year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

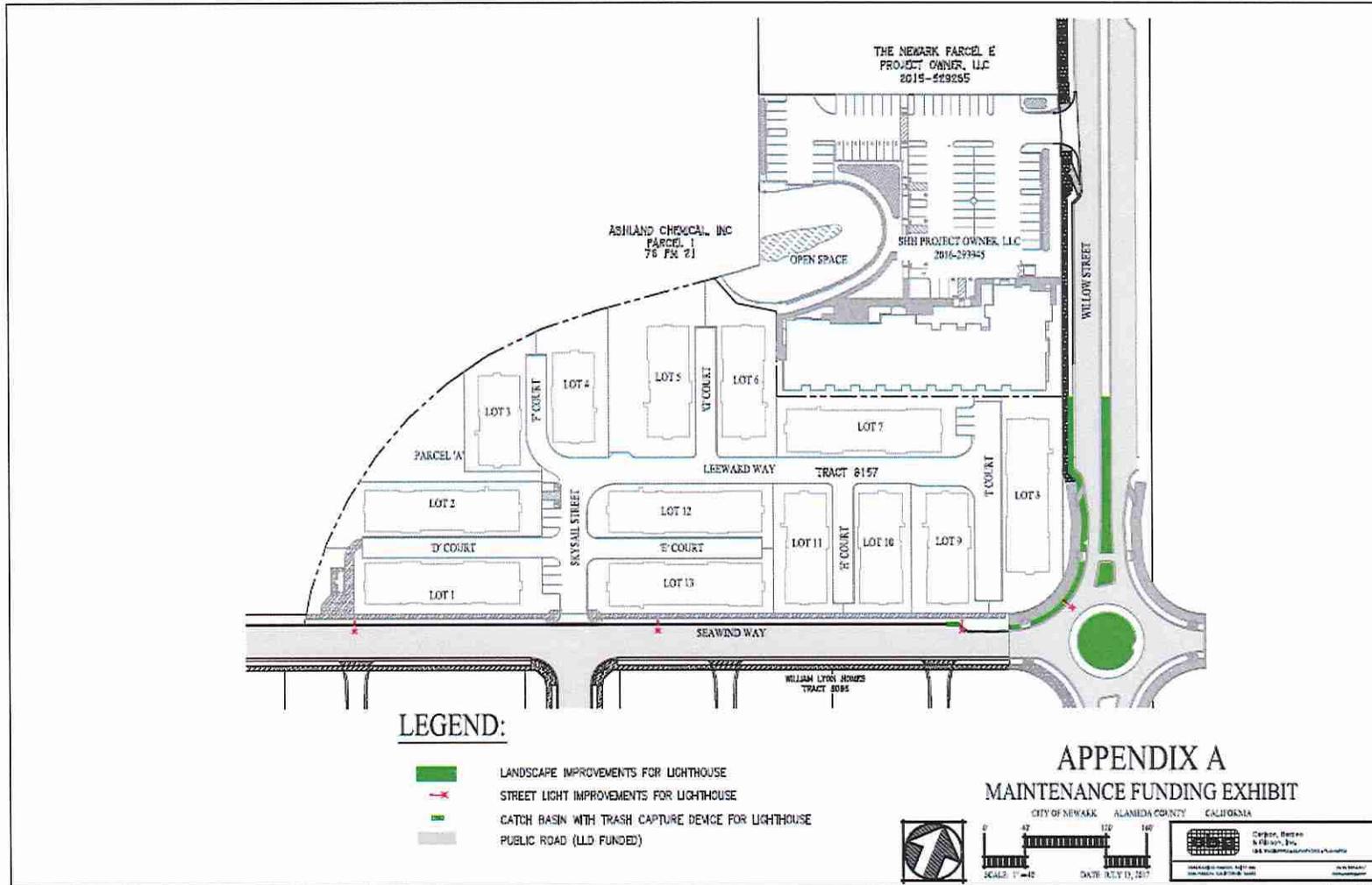
PART E

Assessment Roll

All assessed lots or parcels of real property within the Annexation are listed on the Assessment Roll. The Assessment Roll states the net amount to be assessed upon assessable lands within the Annexation for Fiscal Year 2017-18, shows the Fiscal Year 2017-18 assessment upon each lot and parcel within the District, and describes each assessable lot or parcel of land within the Annexation. These lots are more particularly described in the Assessment Roll, which is included in this Report as Appendix C.

The Assessment Roll, Appendix C, shows the original parcels, which will be subdivided into individual parcel numbers prior to development. The individual parcels may be assessed based on their development status, parcel type and corresponding EDU.

APPENDIX A Maintenance Funding Exhibit



APPENDIX C
Assessment Roll

The Assessment Roll is hereby incorporated and made a part of this Report, as shown below. Reference is made to the Alameda County Assessment Roll for a description of the lots or parcels in the Annexation.

Lot No.	APN	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2017-18	2017-18
								MAXIMUM ASSESSMENT	APPLIED ASSESSMENT
1	092 -0260-011	Lennar Homes	CONDO	8.00	0.75	6.00	\$52.62	\$315.72	\$315.72
2	092 -0260-012	Lennar Homes	CONDO	8.00	0.75	6.00	\$52.62	\$315.72	\$315.72
3	092 -0260-013	Lennar Homes	CONDO	5.00	0.75	3.75	\$52.62	\$197.32	\$197.32
4	092 -0260-014	Lennar Homes	CONDO	5.00	0.75	3.75	\$52.62	\$197.32	\$197.32
5	092 -0260-015	Lennar Homes	CONDO	6.00	0.75	4.50	\$52.62	\$236.80	\$236.80
6	092 -0260-016	Lennar Homes	CONDO	6.00	0.75	4.50	\$52.62	\$236.80	\$236.80
7	092 -0260-017	Lennar Homes	CONDO	8.00	0.75	6.00	\$52.62	\$315.72	\$315.72
8	092 -0260-018	Lennar Homes	CONDO	8.00	0.75	6.00	\$52.62	\$315.72	\$315.72
9	0.00	Lennar Homes	CONDO	6.00	0.75	4.50	\$52.62	\$236.80	\$236.80
10	092 -0260-020	Lennar Homes	CONDO	6.00	0.75	4.50	\$52.62	\$236.80	\$236.80
11	092 -0260-021	Lennar Homes	CONDO	6.00	0.75	4.50	\$52.62	\$236.80	\$236.80
12	092 -0260-022	Lennar Homes	CONDO	8.00	0.75	6.00	\$52.62	\$315.72	\$315.72
13	092 -0260-023	Lennar Homes	CONDO	8.00	0.75	6.00	\$52.62	\$315.72	\$315.72
TOTALS:				88.00		66.00		\$3,472.96	\$3,472.96

F.2 Initiation of proceedings for annexation of the Senior Housing Project to Zone 3 – Senior Housing of Landscaping and Lighting District No. 19, approval of the Preliminary Engineer’s Report, declaration of intention to order annexation of the Senior Housing Project to the assessment district and to levy and collect assessments, and setting of public hearing date on September 14, 2017 – from Assistant City Engineer Imai. (RESOLUTION)

Background/Discussion – On December 13, 2016 the City Council approved the formation of Landscaping and Lighting District No. 19 (Resolution No. 10,585), located to the west of Willow Street between Seawind Way and Central Avenue. USA Properties Fund, Inc., developer of the Senior Housing Project, located along the west side of Willow Street between Enterprise Drive and Seawind Way, has submitted a petition requesting annexation to Landscaping and Lighting District No. 19.

Because the landscaping and lighting improvements associated with the Senior Housing Project will provide a different level of service and benefit to that development than to the parcels currently within Landscaping and Lighting District No. 19, the Senior Housing Project will annex to, or join, Landscaping and Lighting District No. 19 as “Zone 3 – Senior Housing” to differentiate it from the existing zones. A separate assessment rate will be calculated for each zone based on the distinct level of service and benefit provided to each zone by the landscaping and lighting improvements within Landscaping and Lighting District No. 19.

A Preliminary Engineer’s Report has been prepared and is attached for City Council review. The annexation of the Senior Housing Project to Zone 3 – Senior Housing of Landscaping and Lighting District No. 19 and the levy and collection of assessments is recommended for consideration by the City Council at a Public Hearing on September 14, 2017. Approval of the Preliminary Engineer’s Report and adoption of a Resolution would start the required 45-day noticing period for the Public Hearing.

The Landscaping and Lighting Act of 1972 allows local government to finance the costs and expenses of landscaping and lighting of public areas. Annexation of the Senior Housing Project to Zone 3 – Senior Housing of Landscaping and Lighting District No. 19 would provide for:

- I. The maintenance of the landscaping and landscape irrigation system within the planter strips and median on Willow Street, between the project site’s northern and southern boundaries.

All on-site landscape improvements within the Senior Housing Project will be the responsibility of the developer.

Based on the Preliminary Engineer’s Report, the maximum assessment for Fiscal Year 2017/18 for Zone 3 – Senior Housing would be \$42.11 for each multi-family unit (i.e. townhomes, condominiums or apartments), for a total assessment of \$2,368.68. To cover rising energy and water rates, the maximum assessment rate would be adjusted annually based on the Consumer

Price Index or three percent (3%), whichever is greater. The annual assessment rate would be less than or equal to the adjusted maximum assessment rate established for that fiscal year.

In accordance with Proposition 218, a parcel's assessment for any certain improvement shall be based on the proportional special benefit conferred on that parcel by that improvement. As discussed in the Engineer's Report, special benefits from the landscaping and lighting improvements within the Willow Street planter strips, median and traffic circle are shared by parcels outside of Zone 3 – Senior Housing of Landscaping and Lighting District No. 19 as well as those within the District. The City's contribution for the special benefits from the Willow Street Improvements shared by parcels outside of the district is \$475.14. Therefore, the total assessment cost with City contribution would be \$2,843.82.

Attachment

Action – It is recommended that the City Council, by resolution: (1) initiate proceedings for the annexation of the Senior Housing Project to Zone 3 – Senior Housing of Landscaping and Lighting District No. 19 for, (2) approve the Preliminary Engineer's Report, (3) declare the intention to order the annexation of the Senior Housing Project to the assessment district and to levy and collect assessments, and (4) set the Public Hearing date on September 14, 2017.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK INITIATING PROCEEDINGS FOR THE ANNEXATION OF THE SENIOR HOUSING PROJECT TO ZONE 3 – SENIOR HOUSING OF LANDSCAPING AND LIGHTING DISTRICT NO. 19, APPROVING THE PRELIMINARY ENGINEER'S REPORT, DECLARING INTENTION TO ORDER THE ANNEXATION OF THE SENIOR HOUSING PROJECT TO THE ASSESSMENT DISTRICT AND LEVY AND COLLECT ASSESSMENTS, AND SET THE PUBLIC HEARING DATE ON SEPTEMBER 14, 2017

The City Council of the City of Newark hereby resolves the following:

1. The City Council proposes to annex the Senior Housing Project to Zone 3 – Senior Housing of Landscaping and Lighting District No. 19 pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets and Highway Code) for the purpose of providing the following improvements:
 - I. The maintenance of the landscaping and landscape irrigation system within the planter strips and median on Willow Street, between the project site's northern and southern boundaries.

Costs shall include all maintenance and operation costs, including normal upkeep, operating expenses, management expenses, replacement and replanting costs. The maximum assessment rate will be adjusted annually by the Bureau of Labor Statistics, Consumer Price Index for the month of February, All Urban Consumers, ("CPI") for the San Francisco/Oakland/San Jose area or three percent (3%), whichever is greater.
2. The proposed annexation shall be designated as Zone 3 – Senior Housing of Landscaping and Lighting District No. 19, City of Newark, Alameda County, California, and shall include the land shown on the Assessment Diagram, Appendix B, of the attached Preliminary Engineer's Report, which diagram is on file with the City Clerk and is hereby approved.
3. The Preliminary Engineer's Report was prepared pursuant to Section 22565 of the Streets and Highways Code.
4. The Preliminary Engineer's Report is filed with the City Clerk pursuant to Section 22623 of the Streets and Highways Code. The Report has been presented to the City Council and is hereby incorporated by reference.
5. The City Council has reviewed the Report. Pursuant to Section 22623 of the Streets and Highways Code, the City Council hereby approves the Report as submitted or as modified by the City Council's direction and action.

6. The City Council hereby declares its intention to conduct a Public Hearing for the annexation of the Senior Housing Project to Zone 3 – Senior Housing of Landscaping and Lighting District No. 19 and the levy and collection of assessments, in accordance with Section 22620 of the Streets and Highways Code. A Public Hearing will be held by the City Council on Thursday, September 14, 2017 at 7:30 p.m., or as soon thereafter, at the City of Newark Council Chambers, City Hall, 37101 Newark Boulevard, Newark, California. The proposed total assessment for the district is \$2,368.68, and the maximum assessment per multi-family dwelling unit for Fiscal Year 2017-2018 is \$42.11. All interested persons shall have the opportunity to be heard.

7. The City shall distribute notice and ballots of the time and place of the Public Hearing to all property owners within Zone 3 – Senior Housing of Landscaping and Lighting District No. 19.



PRELIMINARY ENGINEER'S REPORT

Landscape and Lighting District No. 19 Annexation No. 2 – Zone 3 (Newark Seniors Housing)

Fiscal Year 2017-18

For the

CITY OF NEWARK

Alameda County, California

July 17, 2017



Harris & Associates

**ENGINEER'S REPORT
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- A Maintenance Funding Exhibit
- B Assessment Diagram
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CERTIFICATIONS

**ANNEXATION NO. 2 INTO THE CITY OF NEWARK
LANDSCAPE AND LIGHTING DISTRICT NO. 19
(NEWARK SENIORS HOUSING – USA PROPERTIES)**

The undersigned acting on behalf of Harris & Associates, respectfully submits the enclosed Engineer's Report as directed by City Council pursuant to the provisions of Section 4 of Article XIID of the California Constitution, and provisions of the Landscaping and Lighting Act of 1972, Section 22500 et seq. of the California Streets and Highways Code. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

DATED: July 13, 2017



By: K. Dennis Klingelhofer
Assessment Engineer
R.C.E. No. 50255

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was filed with me on the ____ day of _____, 2017.

_____, City Clerk,
City of Newark
Alameda County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, California, on the ____ day of _____, 2017.

_____, City Clerk,
City of Newark
Alameda County, California

By _____

CITY OF NEWARK

FISCAL YEAR 2017-18

ENGINEER'S REPORT

**PREPARED PURSUANT TO THE PROVISIONS OF THE
LANDSCAPING AND LIGHTING ACT OF 1972
SECTION 22500 THROUGH 22679
OF THE CALIFORNIA STREETS AND HIGHWAYS CODE,
ARTICLE XIID OF THE CALIFORNIA CONSTITUTION, AND
THE PROPOSITION 218 OMNIBUS IMPLEMENTATION ACT
(GOVERNMENT CODE SECTION 53750 ET SEQ.)**

Pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California, Article XIID of the California Constitution (Proposition 218), and the Proposition 218 Omnibus Implementation Act and in accordance with the Resolution of Initiation, adopted by the City Council of the City of Newark, State of California, in connection with the proceedings for:

**ANNEXATION NO. 2 FOR THE CITY OF NEWARK
LANDSCAPE AND LIGHTING DISTRICT NO. 19
ANNEXATION NO. 2 (NEWARK SENIORS HOUSING)**

Hereinafter referred to as the "District", I, K. Dennis Klingelhofer, P.E., the authorized representative of Harris & Associates, the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of five (5) parts as follows:

**PART A
PLANS AND SPECIFICATIONS**

Plans and specifications for the improvements are as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Engineer and are incorporated herein by reference.

**PART B
ESTIMATE OF COST**

An estimate of the costs of the proposed improvements, including incidental costs and expenses in connection therewith, is as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Clerk and incorporated herein by reference.

PART C
METHOD OF APPORTIONMENT

The method of apportionment of assessments, indicating the proposed assessment of the net amount of the costs and expenses of the improvements to be assessed upon the several lots and parcels of land within the Annexation, in proportion to the estimated benefits to be received by such lots and parcels.

PART D
ASSESSMENT DIAGRAM

The Diagram of the Annexation Boundaries showing the exterior boundaries of the Annexation and the lines and dimensions of each lot or parcel of land within the Annexation. The lines and dimensions of each lot or parcel within the Annexation are those lines and dimensions shown on the maps of the Assessor of the County of Alameda for the fiscal year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

PART E
ASSESSMENT ROLL

An assessment of the estimated cost of the improvements on each benefited lot or parcel of land within the Annexation.

PART A

Plans and Specifications

Annexation No. 2 will be designated as Zone 3 within the District, due to the different level of services to be provided by the improvements. The proposed improvements for Annexation No. 2 include landscape improvements, (the "Improvements").

The plans and specifications for the Improvements, showing the general nature, location and the extent of the Improvements, are on file with the City and are by reference herein made a part of this report.

The Improvements are generally described as follows:

DESCRIPTION OF IMPROVEMENTS TO BE MAINTAINED AND SERVICED

Landscape Improvements

The Landscape Improvements include, but are not limited to: landscaping, planting, turf, trees, irrigation systems, and fixtures in public street and sidewalk rights-of-way, including medians, traffic circles, parkways and other easements dedicated to the City of Newark within, and adjacent to, the District.

The Landscape Improvements includes streetscapes, medians and traffic circles, specifically:

- West side of Willow Street, along the eastern border of the project, including planter strips
- Medians along Willow Street, between the northerly and southerly border of the project

Appendix A of this report provides a Maintenance Funding Exhibit showing the location of the Landscape Improvements.

DESCRIPTION OF MAINTENANCE AND SERVICES

The proposed maintenance and services for the District (collectively, the "Maintenance ") include landscaping maintenance and services, (collectively, the "Landscape Maintenance "). The proposed maintenance and services are generally described as follows:

Landscape Maintenance

Landscape Maintenance includes, but is not limited to, the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the Landscape Improvements and appurtenant facilities, including repair, refurbishment, removal or replacement of all or part of any of the Landscape Improvements and appurtenant facilities; providing for the life, growth, health and beauty of the Landscape Improvements, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; the furnishing of water and electrical current or energy for the irrigation of the Landscape Improvements and appurtenant facilities; and the lighting or operation of the Landscape Improvements and appurtenant facilities.

PART B
Estimate of Cost

The estimated maximum costs for Maintenance Services are the estimated costs of maintenance and services if the Improvements were fully maintained for Fiscal Year 2017-18. Section 22569(a) of Landscape and Lighting Act of 1972 (the "1972 Act") provides that estimate of costs includes the total cost improvements to be made for the year, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses. This may include an operating reserve which shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later.

The following table shows a summary of the estimated annual costs for the Annexation:

Cost Estimate Summary

Item	Cost/Yr
Landscape Maintenance	
Landscape Maintenance	<u>\$892.01</u>
Total Maintenance Cost	\$892.01
Administrative Cost	\$1,790.22
Reserves	
Operating Reserve (10% of Total Maintenance Cost)	\$89.20
Annual Capital Replacement Reserve	<u>72.39</u>
Total Reserves	\$161.59
Total Maintenance, Administrative and Reserve Costs	\$2,843.82
Less: Beginning Balance	0.00
Less: Required Contribution from General Fund	<u>(475.14)</u>
Total Assessment Amount for Zone 3 - Newark Seniors Housing	\$2,368.68

A discussion on the determination of the required contribution from the General Fund is provided in Section C of this Report.

Detailed cost estimate tables for maintenance, administration and reserves are shown below.

Maintenance Costs

Item	Unit	Quantity	Cost/Unit	Cost/Yr
Landscape Maintenance				
West side of Willow Street at eastern boundary of the project, including planter strips	SF	1,472.19	\$0.23	\$338.60
Medians along Willow Street between the northernly and southernly border of the project	SF	2,406.11	\$0.23	<u>553.41</u>
Total Landscape Maintenance Cost				\$892.01
Total Maintenance Cost				\$892.01

Administrative Costs

Item	Cost/Yr
Administrative Cost	
City Personnel Costs	\$89.21
Contractual Maintenance Costs	89.21
Inspection	71.36
Assessment Engineering	1,500.00
Alameda County Collection Charges (1.7%)	40.26
Rounding Adjustment	<u>0.18</u>
Total Administrative Cost	\$1,790.22

The Alameda County Collection Charge is 1.7% of the Total Assessment placed on the tax roll each year. The Rounding Adjustment is necessary to bring the assessment amount to an even penny for County tax roll purposes.

Operating Reserve

Operating Reserves will be collected over a five year period. The Cost Estimate Summary table on page 6 includes the amount to be collected for one year.

Capital Replacement Reserve

The following table shows a summary of the annual collection amount for capital replacement reserves for the Improvements:

Item	Unit	Quantity	Cost/Unit	Cycle	Cost/Yr
Landscape Improvements					
West side of Willow Street at eastern boundary of the project, including planter strips	SF	1,472.19	\$1.40	75	\$27.48
Medians along Willow Street between the northernly and southernly border of the project	SF	2,406.11	\$1.40	75	<u>44.91</u>
Total Landscape Improvements Replacement Cost					\$72.39
Total Annual Replacement Cost					\$72.39

PART C Method of Apportionment of Assessment

General

The 1972 Act permits the establishment of assessment Districts by cities for the purpose of providing certain public improvements which include the construction, maintenance and servicing of street lights, traffic signals and landscaping facilities.

Street and Highways Code Section 22573 requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

The net amount to be assessed upon lands within an assessment District may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

The 1972 Act permits the designation of areas of benefit within any individual assessment Zone if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax."

In addition, Proposition 218 (Prop. 218), the "Right to Vote on Taxes Act" which was approved on the November 1996 Statewide ballot and added Article XIII D to the California Constitution, requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Prop. 218 provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. Prop. 218 also requires that publicly owned property which benefit from the improvements be assessed, unless that parcel can show no benefit from the improvements.

Special Benefit

In determining the proportionate special benefit derived by each identified parcel, the proximity of the parcel to the public improvements detailed in Part A above, and the capital, maintenance and operating costs of said public improvements, was considered and analyzed. Due to the close proximity of the parcels to the improvements detailed in Part A above, it has been demonstrated and determined that the parcels are uniquely benefited by, and receive a direct advantage from, and are conferred a particular and distinct special benefit over and above general benefits by said public improvements in a way that is particular and distinct from its effect on other parcels, and that real property in general and the public at large do not share.

All the parcels were established at the same time once the conditions regarding the improvements and the continued maintenance were guaranteed. As a result, each parcel within the District receives a special and distinct benefit from the improvements. The Newark Seniors Housing – USA Properties project is comprised of one building, containing seventy five (75) apartment units.

Special Benefit from Landscape Maintenance

All parcels within the Annexation receive special benefit from Landscape Maintenance. Trees, landscaping, hardscapes, ornamental structures and appurtenant facilities, if well maintained, confer a particular and distinct special benefit upon real property within the District by providing beautification, shade and positive enhancement of the community character, attractiveness and desirability of the surroundings. In addition, all of the aforementioned contributes to a specific increase in property desirability and a specific enhancement of the property value of each parcel within the District.

Special Benefit to Parcels Outside of the Annexation

There are parcels outside of the Annexation that receive special benefit from some of the Improvements. The Trumark development parcels that front the east side of Willow Street receive special benefit from the Willow Street medians improvements. The estimated costs for maintenance and reserves for the Willow Street medians improvements are allocated to USA Properties and to the Trumark Development as follows:

Allocation of Willow Street Medians Costs to Annexation Parcels and Parcels Outside of the Annexation

Item	EDUs	% of EDUs	Maintenance Cost Share	Capital Replacement Cost Share	Total Cost Share
USA Properties	56.25	20.59%	\$113.92	\$9.24	\$123.16
Trumark Development	<u>217.00</u>	<u>79.41%</u>	<u>439.48</u>	<u>35.66</u>	<u>475.14</u>
Total for Medians	273.25	100.00%	\$553.40	\$44.90	\$598.30

Required Contribution for Special Benefit to Parcels Outside of the Annexation

The share of costs allocated to parcels outside of the Annexation cannot be assessed to Annexation parcels and this amount is the required contribution from some other source, such as the City's General Fund. The required contribution for Special Benefit to parcels outside of the Annexation for FY 2017-18 therefore is **\$475.14** (79.4145% of \$598.30).

Item	Cost/Yr
Landscape Maintenance	
Medians along Willow Street between the northernly and southernly border of the project	<u>\$439.48</u>
Total Landscape Maintenance Cost	\$439.48
Capital Replacement Reserve	
Annual Capital Replacement Reserve	<u>\$35.66</u>
Total Capital Replacement Reserve Cost	\$35.66
Total Share of Cost Estimate to Parcels Outside of the Zone	\$475.14

General Benefit

All of the benefit from the improvements is Special Benefit that is conferred upon parcels located either inside or outside of the Annexation. There is no General Benefit to property or to the public-at-large from the improvements.

Apportionment

Since the assessment will be levied against parcels of property as shown on the tax roll, the final charges must be assigned by Assessor's Parcel Number. If assessments were to be spread just by parcel, not considering land use or parcel size, a single family parcel would be paying the same as a 50 unit apartment parcel or a large commercial establishment and this would not be equitable.

The single family detached residential unit or lot has been selected as the basic unit for calculation of assessments and is defined as one Equivalent Dwelling Unit (EDU). Each land-use in the Annexation is converted to EDU's. The Annexation contains multiple family residential ("MFR") parcels, which may include apartments, condominiums, townhomes and duplexes.

The EDU method is seen as the most appropriate and equitable method of spread of benefit to each parcel from the improvements since it is based on land-use type and parcel size. Property within the Annexation is assigned to one of the following two categories.

Single Family Residential. Parcels zoned for single family detached home residential uses are assessed 1 EDU per dwelling unit. Parcels designated as SFR land-use will be assessed 1 EDU per dwelling unit or lot, including vacant subdivided residential lots and vacant land zoned for single family residential uses with a tentative or final tract map.

Multiple Family Residential. Multiple family residential (including apartments, condominiums, townhomes, and duplexes) land use equivalencies are assigned based on the number of dwelling units on each parcel. Due to population density and size of structure relative to the typical single family residence, each dwelling unit defined as multi-family residential, including apartments, condominiums, townhomes, and duplexes, are assigned and EDU of 0.75 EDU.

The EDU's assigned to a multiple-residential parcel are calculated by multiplying the number of dwelling units by the EDU Factor of 0.75.

Non-Residential. In converting non-residential properties to EDU's, the EDU Factor used is equal to the EDU density of the residential property within the Annexation. There are no non-residential properties planned for this Annexation. All properties that are developed for non-residential uses are assigned an EDU per acre, based on the number of planned non-residential acres, as opposed to the total acreage of the Annexation. These include commercial, industrial, church, school, and other non-residential uses. There are no "non-residential" (commercial) parcels in the Annexation

Vacant Parcels. Vacant parcels receive a reduced level of benefit as compared to developed parcels. There are no vacant parcels in the annexation.

EDU Factors by Land Use

The following table is summary of the EDU Factors for the Annexation, for each land use category:

Land Use	EDU Factor
SFR	1.00 Per Dwelling Unit
MFR - Condo - Townhome	0.75 Per Dwelling Unit
Non-Residential	27.04 EDU Per Acre
Vacant Property	5.40 EDU per Acre

Land Use and EDU Summary

The following tables provide a summary of the land uses and EDU's for purposes of this Report and the assessment calculations.

Annexation EDU's			
Land Use	Dwelling Units	EDU Factor	EDU's
SFR-Condo-Town Home	0.00	1.00	0.00
Multi-Family	75.00	0.75	56.25
Non-Residential	0.00	11.25	0.00
Vacant Property	0.00	2.25	0.00
Totals	75.00		56.25

Assessment Rate Per EDU

The Assessment Rate Per EDU for the Annexation is calculated by dividing the Assessment Amount for the District by the total EDUs in the Annexation.

Fiscal Year 2017-18 Assessment Rates Per EDU		
Assessment Amount	Annexation EDU's	Rate Per EDU
\$2,368.68	56.25	\$42.11

Assessments

The Maximum Assessment Amount and the Applied Assessment Amount for fiscal year 2017-18 are shown in the following table:

Fiscal Year 2017-18 Maximum Assessment and Applied Assessment		
Maximum Assessment Rate	Maximum Assessment	Applied Assessment Rate
\$42.11 Per EDU	\$2,368.68	\$42.11

The 2017-18 Applied Assessment may be adjusted, based upon the level of development at the time, but not to exceed the established Maximum Assessment Rate.

- The Maximum Assessment Rate allowed each fiscal year (the “Adjusted Maximum Assessment Rate”) shall be based on the initial maximum assessment established in fiscal year 2017-2018, adjusted annually by the Bureau of Labor Statistics, Consumer Price Index for the month of February, All Urban Consumers, (“CPI”) for the San Francisco/Oakland/San Jose area or three percent (3%), whichever is greater. Should the Bureau of Labor Statistics revise or discontinue the preparation of such index, the City reserves the right to use such revised index or a comparable system to determine fluctuations in the annual cost of living.
- Each fiscal year, the greater of CPI or 3% shall be applied to the Maximum Assessment Rate established the previous fiscal year to calculate the appropriate Adjusted Maximum Assessment Rate for the then current fiscal year.
- If the proposed annual assessment rate for the upcoming fiscal year is less than or equal to the Adjusted Maximum Assessment Rate established for that fiscal year then the proposed annual assessment is not considered an increased assessment.

PART D

Assessment Diagram

The boundary diagram for the Annexation is included herein as Appendix B, and is part of this report.

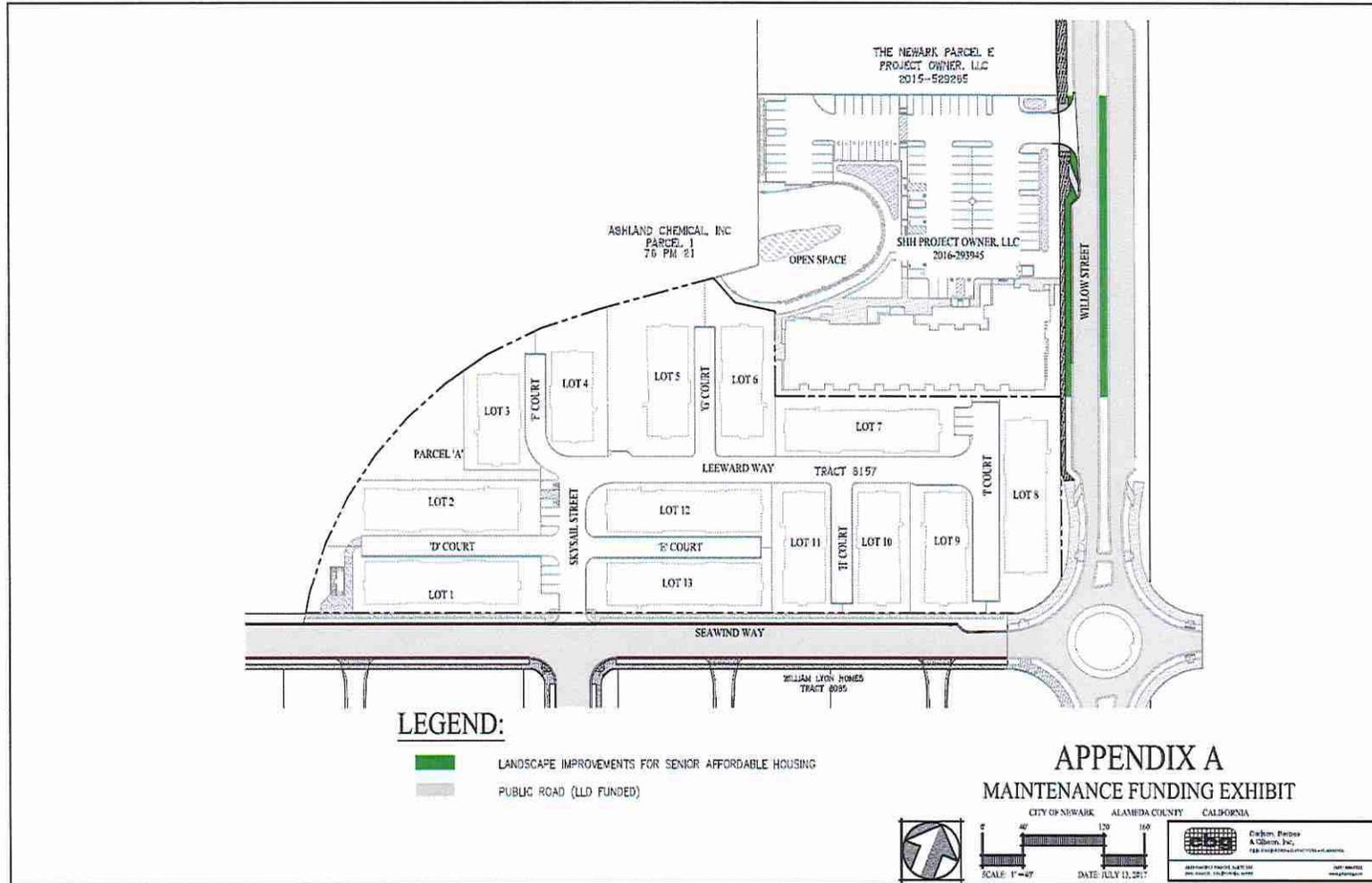
The lines and dimensions of each lot or parcel within the Annexation are those lines and dimensions shown on the maps of the Assessor of the County of Alameda for the fiscal year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made a part of this Report.

PART E

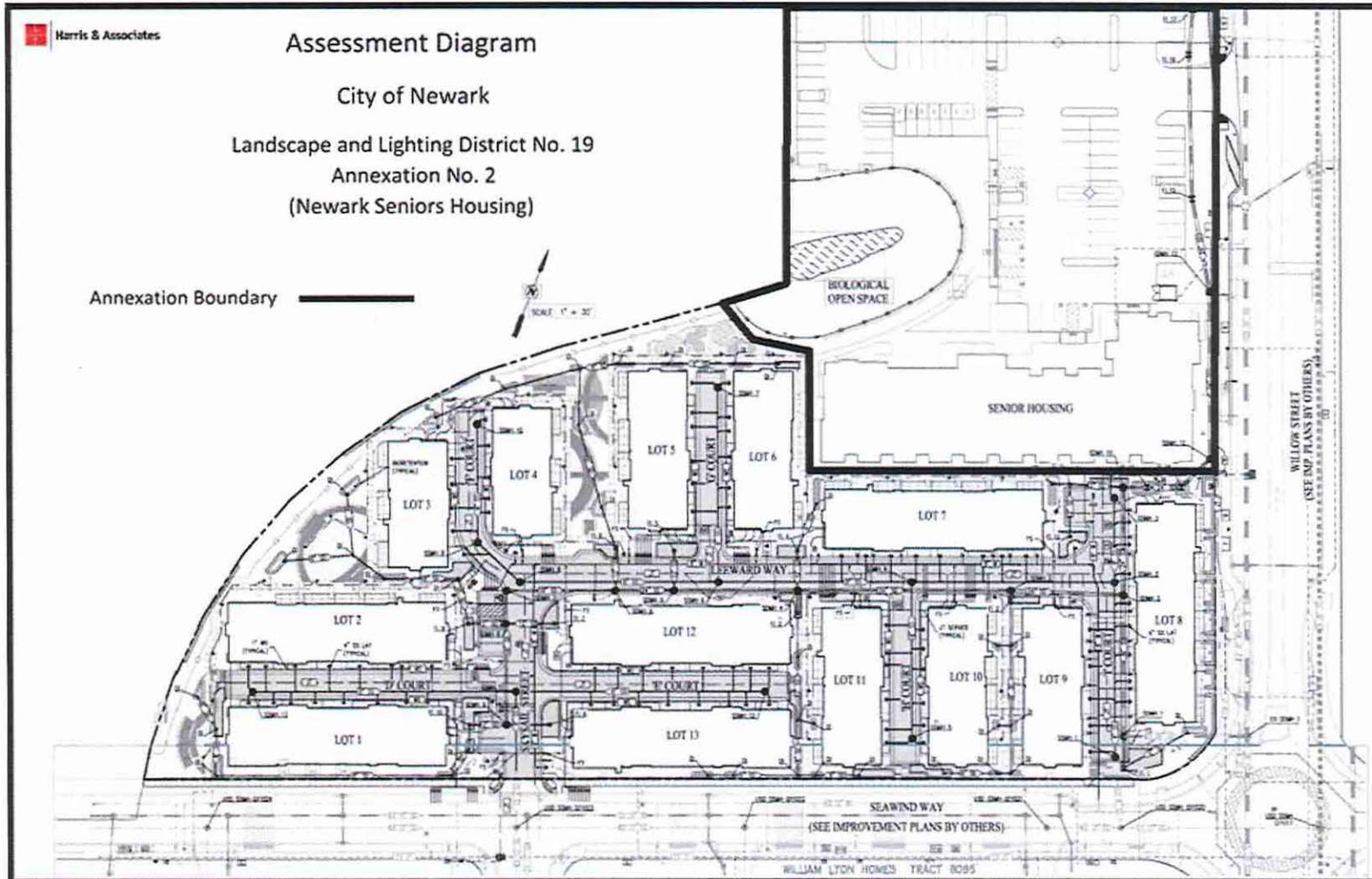
Assessment Roll

All assessed lots or parcels of real property within the Annexation are listed on the Assessment Roll. The Assessment Roll states the net amount to be assessed upon assessable lands within the Annexation for Fiscal Year 2017-18, shows the Fiscal Year 2017-18 assessment upon each lot and parcel within the Annexation, and describes each assessable lot or parcel of land within the Annexation. These lots are more particularly described in the Assessment Roll, which is included in this Report as Appendix C.

APPENDIX A Maintenance Funding Exhibit



APPENDIX B Assessment Diagram



**APPENDIX C
 Assessment Roll**

City of Newark
 Landscape and Lighting District No. 19
 Annexation No. 2
 (Newark Seniors Housing)

The Assessment Roll is hereby incorporated and made a part of this Report, as shown below

Reference is made to the Alameda County Assessment Roll for a description of the lots or parcels in the Annexation.

FY 2017-18 Assessment Roll

APN	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2017-18 MAXIMUM ASSESSMENT	2017-18 APPLIED ASSESSMENT
092 -0260-011	NEWARK 618, LP	APT	75.00	0.75	56.25	\$42.11	\$2,368.68	\$2,368.68
	TOTALS:		75.00		56.25		\$2,368.68	\$2,368.68

- F.3 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 Attendant 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 16, 2017. 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 Attendant 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 Attendant and janitorial services.

Newark Days Celebration Inc.

P.O. Box 608 Newark, California 94560
(510) 793-5683 Fax (510) 793-5689
www.newarkdays.org

July 5, 2017

Mayor Al Nagy and Council Members
City of Newark
37101 Newark Blvd.
Newark, CA 94560

Re: 2017 Newark Days Celebration

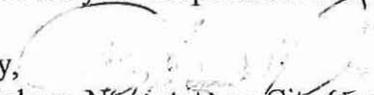
Dear Mayor Nagy and City Council Members:

As usual, the Newark Days Committee is again diligently working on planning the annual celebration of the 62nd Birthday of the City of Newark. The theme this year "A Jungle Adventure". The festivities will begin Thursday, September 14 and continue through to Sunday, September 17, 2017.

On behalf of the Newark Days Committee, I am requesting the following:

- A no-fee encroachment permit on Saturday, September 16, 2017 for the Newark Mile Race and the Newark Days Parade. We are also requesting traffic control along the race and parade route.
- The Newark Mile Race will begin approximately 9 am on Saturday, September 16, 2017.
 - Staging and route remains the same as previous years.
- The parade, "A Jungle Adventure", will begin approximately 9:45am, Saturday 16, 2017 with the last parade entries scheduled to pass the reviewing stand around 1 pm.
 - The parade route remains the same as in previous years with approximately the same staging area requirements (staging: Starting at Newark Blvd. and Central and along Newark Blvd. to Mayhews Landing; Civic Terrace west to Library, City parking lot (including entrance from Thornton Blvd.) and along Civic Terrace – East - to St. Edwards School lot.
- Cars parked along the parade route be tagged on the prior Friday evening to ensure that the streets are clear by 8:00 am on Saturday morning, and that the parade route be closed to regular traffic while the race and parade are in progress.
- Street vendors be restricted from the streets along the race and parade routes and the Community Center grounds during the entire Newark Days events.
- Waive any fees for the use of the Community Center and grounds during Newark Days with the exception of the building superintendent and janitorial services.

Thank you for your cooperation. I am available to respond to any questions regarding this matter.

Sincerely,

Pat Danielson, Newark Days City Coordinator,

F.4 Authorization for the purchase of two (2) 2018 Ford Fusions as replacement vehicles for the Alameda County Fire Department from Elk Grove Ford and outfitting by Signs by Randy – from Maintenance Supervisor Connolly.

(RESOLUTION)

Background/Discussion – The Alameda County Fire Department is in need of two (2) replacement vehicles that have reached the end of their useful lives. The 2016-2018 Biennial Budget and Capital Improvement Plan includes funding for vehicle replacements in the amount of \$56,000 as part of the Equipment Replacement Budget. Staff requested a quote from Fremont Ford for fleet pricing and determined that the pricing was cost prohibitive. Authorization is requested to participate in an intergovernmental procurement process for the purchase of two (2) 2018 Ford Fusions.

An intergovernmental procurement process (also known as a “piggybacking”) is an alternative option to Newark’s formal bidding process. By piggybacking onto another agency’s contract, the City would save the cost and time associated with the formal bid process but be able to be assured of competitive set prices established by another agency’s formal bidding process. Upon completion of a formal bidding process, the State of California entered into a master contract and a procurement contract with Elk Grove Ford for the purchase of new vehicles. This contract is in effect through February 21, 2018, and includes a provision to allow other agencies to participate.

The competitive process used by the State of California has been reviewed by the Public Works Department and satisfies the City’s requirements for the proposed vehicle purchases.

Based upon the State of California contract with Elk Grove Ford, the combined purchase cost for the two vehicles will be \$50,000. The purchase cost does not include outfitting of the vehicles which is estimated not to exceed \$6,000 combined for both vehicles. The outfitting is based on specialized vendor quotes for the installation of Alameda County Fire Department logos.

Action - It is recommended that the City Council, by resolution, authorize the purchase of two (2) 2018 Ford Fusions as replacement vehicles for the Alameda County Fire Department from Elk Grove Ford and outfitting by Signs by Randy.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE PURCHASE OF TWO (2) 2018
FORD FUSIONS AS REPLACEMENT VEHICLES FOR THE
ALAMEDA COUNTY FIRE DEPARTMENT FROM ELK
GROVE FORD AND OUTFITTING BY SIGNS BY RANDY

WHEREAS, the 2016–2018 Biennial Budget and Capital Improvement Plan includes funding for replacement of police vehicles that have reached the end of their useful lives; and

WHEREAS, the City of Newark will be participating in an intergovernmental procurement process (also known as “piggybacking”) with Elk Grove Ford as the holder of the State of California procurement contract to purchase two (2) new 2018 Ford Fusions at a total combined cost of \$50,000; and

WHEREAS, the two (2) proposed replacement vehicles will require additional equipment outfitting not to exceed an additional combined total cost of \$6,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark authorizes the purchase of two (2) 2018 Ford Fusions as replacement vehicles for the Alameda County Fire Department from Elk Grove Ford and outfitting by Signs by Randy.

F.5 Authorization for the City Attorney to sign a Certification and Mutual Indemnification Agreement with the County of Alameda from Accounting Manager 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 IDEMNIFICATION 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 2017/18 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
County of Alameda, California
(Print Title)

Approved as to form:

Farand C. Kan,
Deputy County Counsel

F.6 Authorization for the purchase of a replacement aquatic play structure at the Silliman Family Aquatic Center, declaration of Whitewater West Industries, Ltd. as the single source manufacturer, and amendment of the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Year 2017-2018 – from Recreation and Community Services Director Zehnder and Public Works Director Fajeau. (RESOLUTION)

Background/Discussion – An extensive maintenance project is planned during the upcoming winter season at the Silliman Family Aquatic Center to re-plaster the lap pool, lazy river, and activity pool, and complete other important maintenance work. As part of this project, staff is recommending that the existing children’s interactive aquatic play structure in the activity pool be removed and replaced with a new play structure at the same location. The play structure is a key feature of the award-winning Aquatic Center. The existing structure is an original piece of equipment and is now 13 years old. The unit has sustained damage to the primary vertical support members as well as extensive aesthetic damage to various interactive elements and other components. This damage is primarily due to the typical corrosive nature of an indoor, chlorinated pool environment and the fact that the unit’s structural members are in constant contact with the water.

The original play structure is a model AP(AquaPlay)-350 manufactured by Whitewater West Industries, Ltd. The Aquatic Center activity pool was designed and built to accommodate this specific model with concrete floor footing locations and all associated plumbing infrastructure established accordingly. The most cost-effective approach for replacement of the play structure is to install a new structure with matching or very similar structural components and plumbing requirements. Any new structure that varies from the original design would require extensive footing and plumbing modifications that would add significantly to the cost for replacement. Given the typical lead times from all North American manufacturers, it is desirable to order the replacement aquatic play structure in advance of letting a contract out to bid for the maintenance project to ensure that the structure is available for installation during the designated project timeframe.

The City recently entered into a contract with Aquatic Design Group for design consultant services to assist with the upcoming maintenance project at the Aquatic Center. Aquatic Design Group has extensive experience and a high level of expertise in the design and placement of aquatic play structures for both indoor and outdoor facilities. The consultant reviewed the original activity pool design and the existing AP-350 play structure in advance of a detailed analysis of the North American market for suitable replacement play structures. Standard models were reviewed from all of the major aquatic play structure manufacturers, including Water Odyssey and Fountain People, Inc., Waterplay Solutions Corp., Whitewater West Industries, Ltd., and Vortex Aquatic Solutions International, Inc.

Based on Aquatic Design Group’s analysis, the AP-350 model by Whitewater West Industries, Ltd. was determined to be the most suitable replacement structure. Purchase costs for the most similar structures from each of the other manufacturers are approximately the same as the AP-

350. However, the AP-350 is the only structure available in the North American market with a basic design and footprint that corresponds with the existing concrete floor footings and plumbing infrastructure in the activity pool. Structures from any of the other manufacturers would require extensive pool floor demolition, removal and replacement, new concrete footings, and plumbing alterations that would add significant time and cost to the project. It is estimated by Aquatic Design Group that these modifications would increase the overall replacement cost of the structure by at least \$150,000. As a result, staff is recommending purchase of a new AP-350 model from Whitewater West Industries, Ltd. at this time. Furthermore, given the identified constraints of the Aquatic Center activity pool infrastructure and the lack of any other viable aquatic play structure options, staff is recommending that Whitewater West Industries, Ltd. be declared a single source manufacturer for this purchase.

In accordance with the Single Source Exemption in the City's Purchasing Ordinance, formal bidding procedures are not required in the event the City Council, by resolution, makes certain findings and declarations that:

1. Formal bids would work an incongruity and would be unavailing in affecting the final results; and
2. Formal bids would not produce an advantage to the City; or,
3. It is practically impossible to obtain what is required through the formal bidding process; or,
4. The product sought, or a significant portion thereof, is the subject of a patent and cannot be purchased from any source other than the holder of the patent.

The single source exemption is appropriate for this recommended purchase under paragraphs 1., 2., and 3. There is only one manufacturer to provide a suitable replacement aquatic play structure. Since that is the case, it is incongruous, or not appropriate, to require a formal bid for the purchase since only one manufacturer could bid and it would be useless (unavailing), failing to achieve the desired result (i.e. competitive, multiple bids assuring the best use of public funds). Formal bids would not produce an advantage to the City, but would instead result in an extraneous use of public funds to lead to the same result. It is impossible, in a practical sense, to obtain competitive bids through a formal bidding process since only a single manufacturer could meet the City's needs for replacement of the play structure.

As previously noted, it is desirable to purchase the replacement aquatic play structure in advance of letting the maintenance project out to a formal public works bid, thereby ensuring that the City has ownership of the equipment for the targeted project timeframe this winter. The purchase and delivery price for the themed AP-350 aquatic play structure is \$370,000. This price also includes manufacturer's certification as required by the California Department of Occupational Safety and Health. The structural components of the new play structure would be made of stainless steel which would provide a much longer anticipated lifespan compared to the original structure.

Recreation and Community Services Department and Public Works Department staff would coordinate the play structure's detailed features and themes with the project consultant and manufacturer prior to actual purchase.

The 2016-2018 Biennial Budget and Capital Improvement Plan listed the Activity Pool Play Structure Replacement as an unfunded project and therefore a budget amendment would be necessary for this equipment purchase. It is recommended that Capital Improvement Fund Reserves be utilized.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the purchase of a replacement aquatic play structure at the Silliman Family Aquatic Center, declare Whitewater West Industries, Ltd. as a single source manufacturer, and amend the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Year 2017-2018.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE PURCHASE OF A REPLACEMENT AQUATIC PLAY STRUCTURE AT THE SILLIMAN FAMILY AQUATIC CENTER, DECLARATION OF WHITEWATER WEST INDUSTRIES, LTD. AS A SINGLE SOURCE MANUFACTURER, AND AMENDMENT OF THE 2016-2018 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2017-2018

WHEREAS, the purchase of a replacement children's interactive aquatic play structure located in the activity pool at the Silliman Family Aquatic Center is necessary due to the age and sustained damage of the existing structure; and

WHEREAS, the activity pool at the Silliman Family Aquatic Center was originally designed and built to accommodate a specific aquatic play structure, model AP-350, by Whitewater West Industries, Ltd., and

WHEREAS, based on analysis by the City's design consultant and City staff, the only viable and cost-effective alternative for a replacement aquatic play structure is the original model AP-350 by Whitewater West Industries, Ltd.; and,

WHEREAS, per the City Purchasing Ordinance, formal bidding procedures shall not apply in the event that the City Council makes certain findings and declarations; and

WHEREAS, the City Council, having reviewed and considered the facts related to the purchase of a replacement aquatic play structure at the Silliman Family Aquatic Center, finds and declares, as set forth below, and as required by Resolution No. 9816 which modified the Single Source Exemption Regulations in Resolution No. 7053, Purchasing Rules and Regulations, that:

- a. Formal bids would work an incongruity and would be unavailing in affecting the final results since there is only one manufacturer available to provide a suitable and cost-effective replacement aquatic play structure and therefore there is no comparable competitive product for which a competitive bid could be provided; and
- b. Formal bids would not produce an advantage to the City since, as stated above, a formal bid would produce only a single bid from one manufacturer for the desired product that can be accommodated in the existing activity pool at the Aquatic Center; and
- c. It is practically impossible to obtain what is required through the formal bidding process because, as stated above, multiple competitive bids for the desired product cannot be obtained.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby authorize the purchase of a replacement aquatic play structure at the Silliman Family Aquatic Center in the amount of \$370,000 and declares Whitewater West Industries, Ltd. as the single source manufacturer for this purchase.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby amends the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Year 2017-2018 as follows:

	<u>Account</u>	<u>Description</u>	<u>Amount</u>
From:	401-0000-2991	Capital Improvement Fund Reserves	\$370,000
To:	401-5600-5280-1190	Silliman Aquatic Center – Activity Pool Play Structure Replacement	\$370,000

F.7 Authorization for the City Manager to sign a Lease Agreement with Viola Blythe Community Service Center of Newark, Inc. for use of the Jerry Raber Newark Ash Street Park Building #1 for the operation of a food and clothing distribution center – from City Manager Becker. (RESOLUTION)

Background/Discussion – The current Lease Agreement for use of the Jerry Raber Ash Street Park Building #1 by the Viola Blythe Community Service Center of Newark expired on June 30, 2017. Viola Blythe Community Service Center wishes to enter into a new one-year Agreement. A new Lease Agreement has been prepared, the conditions of which remain essentially the same as in the past. A share of the utility cost will be paid on a bi-annual basis. The Center provides a valuable service to the community and staff recommends that the City Council authorize an extension of the lease for an additional year, through June 30, 2018, at an annual rental fee of \$1 per year.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the City Manager to sign a Lease Agreement with Viola Blythe Community Service Center of Newark, Inc. for lease of the Ash Street Park Building #1 for the operation of a food and clothing distribution center.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY MANAGER TO SIGN A LEASE AGREEMENT WITH VIOLA BLYTHE COMMUNITY SERVICE CENTER FOR LEASE OF JERRY RABER ASH STREET PARK BUILDING #1 FOR THE OPERATION OF A FOOD AND CLOTHING DISTRIBUTION CENTER

WHEREAS, the current lease agreement for the Viola Blythe Community Service Center of Newark for use of Ash Street Building #1 expired on June 30, 2017; and

WHEREAS, it is recommended that an extension be authorized for an additional year, through June 30, 2018, and for a rental fee of \$1 per year; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager of the City of Newark is hereby authorized to sign a lease agreement with Viola Blythe Community Service Center for the operation of a food and clothing distribution center, said agreement on file in the Office of the City Clerk.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this _____ day of July, 2017, by and between the CITY OF NEWARK, CALIFORNIA, a municipal corporation hereinafter referred to as "CITY," and the VIOLA BLYTHE COMMUNITY SERVICE CENTER OF NEWARK, Inc., a California not for profit Corporation, hereinafter called respectively, the Lessor and Lessee, without regard to number or gender.

IT IS AGREED between the parties hereto as follows:

1. DESCRIPTION OF PREMISES

The Lessor hereby leases to Lessee, and Lessee hires from Lessor, on the terms and conditions hereinafter set forth, those certain premises with the appurtenances, situated in the City of Newark, County of Alameda, State of California, and commonly known and described as 37365 Ash Street, Building #1 Newark, California.

2. TERMS

Said lease shall be for a period of one (1) year commencing July 1, 2017, and ending on June 30, 2018.

3. RENT

The rent is One Dollar (\$1.00) per year payable upon entering into this Lease Agreement.

4. USE

The premises are hereby leased to the Lessee for the purpose of providing a Community Service Center. Agreement to this use in this lease shall not be deemed a waiver of compliance with any ordinance of the City of Newark now in force or hereafter enforced.

5. WASTE, QUIET CONDUCT

Lessee shall not commit, or suffer to be committed, any waste upon the said premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant.

6. ALTERATIONS, MECHANICS' LIENS

Lessee shall not make or suffer to be made, any alterations of the said premises, or any part thereof without the written consent of Lessor first had and obtained, and any additions to, or alterations of, the said premises, except moveable furniture and trade fixtures, shall become at once a part of the realty and belong to Lessor. Lessee shall keep the demised premises and the property in which the demised premises are situated free from any liens arising out of any work performed, material furnished, or obligations incurred by Lessee.

Lessee further grants Lessor the right to inspect the premises to assure compliance with the provision of this paragraph and all other provisions of this lease.

7. OBLIGATIONS TO REPAIR DAMAGE.

Lessee shall reimburse CITY upon demand for all costs and expenses incurred by Lessor for the repair of any damage to the Premises caused by the negligence or willful misconduct of Lessee.

8. UTILITIES

a. Lessee shall obtain and pay for all telephone service. Lessee shall pay the CITY 25% of the City's total Ash Street Park electrical bills not to exceed \$110 per month. Payment shall be made twice annually: on January 1, 2018, for electric services for the months of July through December 2017; and on July 1, 2018 for electric services for the months of January through June 2018.

b. Lessor shall provide water service at no additional cost to Lessee.

9. JANITORIAL

Lessee shall, at its own cost, provide janitorial services as needed to keep the interior in good and sanitary order.

10. ACCEPTANCE OF PREMISES AS IS. SURRENDER AT END OF TERM

By entry hereunder, Lessee accepts the premises as being in good and sanitary order, condition and repair and agrees on the last day of said term, or sooner termination of this lease, to surrender unto Lessor all and singular said premises with said appurtenances in the same condition as when received, reasonable use and wear thereof and damage by fire, Act of God or by the elements excepted, and to remove all of Lessee's signs from said premises.

11. COMPLIANCE WITH LAW

Lessee shall, at its sole cost and expense, comply with all of the requirements of all 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, local law, and State and Federal statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessor be a part thereto or not, that Lessee has violated any such ordinance or statute in the use of the premises shall be conclusive of the fact as between Lessor and Lessee.

No narcotics or drugs as defined by the Health and Safety Code as being illegal, and no alcoholic beverages of any kind, shall be permitted on the premises.

Lessee shall not use the premises in any manner which constitutes a public or private nuisance by statute or common law.

Lessee further grants the Police Department the right to inspect the premises and surrounding areas at any time to assure compliance with law.

12. CITY TO BE HELD HARMLESS

Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for damages to goods, wares, and merchandise, in, upon or about said premises and for injuries to Lessee, its agents or third persons in or about said premises from any cause arising at any time, and Lessee will hold Lessor exempt and harmless from any damage or injury to any person, or to the goods, wares, and merchandise of any person, arising from the use of the premises by Lessee, or from the failure of Lessee to keep the premises in good condition and repair, as herein provided, excepting therefrom any and all claims, liability, loss against Lessor for damages resulting from the intentional and/or negligent acts or omissions of Lessor, its officers, employees, and agents.

13. NON-LIABILITY FOR DAMAGES

This lease is made upon the express condition that Lessor is to be free from all liability and claim for damages by reason of any injury to any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause or causes whatsoever while in, upon, or in any way connected with said demised premises or the said sidewalks adjacent thereto during the term of this lease or any extension hereof or any occupancy hereunder, Lessee hereby covenanting and agreeing to indemnify and save harmless Lessor from all liability, loss, cost, and obligations on account of or arising out of any such injuries or losses however occurring.

14. INSURANCE

Lessee shall acquire and maintain Workers' Compensation, employer's liability, and commercial general liability insurance coverage relating to the activities of Lessee, its agents, representatives, or employees in, on, upon, or relating to the premises leased herein covering City's risks in form subject to the approval of the City Attorney.

The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the occupancy of the premises.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage
(occurrence Form CG 00 01).

Workers' Compensation insurance as required by the State of California, including Employer's Liability Coverage.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

- 2. Employer's Liability:** **\$1,000,000** per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Other Insurance Provisions

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

Additional Insureds. The City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Lessee.

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

Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after ten (10) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Qualifications. All insurance companies providing coverage to Lessee shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

Waiver of Subrogation. With respect to Workers' Compensation, the insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed on the premises by Lessee.

Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this Paragraph 14 is a material element of this lease and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this lease.

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

Licensors shall maintain real property insurance on said premises which shall include coverage for and against loss or damage to the real property caused in whole or in part by Licensee. Licensee shall not be responsible or liable for the loss of or damage to said premises of Licensors. Licensee shall maintain personal property insurance to insure its own personal property against loss or damage which shall include coverage for and against loss or damage to Licensee's personal property caused in whole or in part by Licensors.

15. ASSIGNMENT OR SUBLETTING

Lessee shall not assign this lease, or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the said premises, or any portion thereof, without the written consent of Lessor first had and obtained, and a consent to one assignment, subletting, occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Lessor, terminate this lease.

This lease shall not, nor shall any interest therein, be assignable, as to the interest of Lessee, by operation of law, without the written consent of Lessor.

16. INDEMNITY OF CITY AND ITS OFFICERS

Lessee hereby acknowledges that it is not in any way connected with the City of Newark, in its operation of the Community Service Center and does hereby indemnify and hold City, its officers, officials, councils, commissions, volunteers, and employees harmless from any and all liability from the operation of the Community Service Center and does further agree to defend any and all litigation arising out of Lessee's operation of the Community Service Center on the Premises and in which the City of Newark is named as a defendant, excepting therefrom any and all claims, liability, or loss against Lessor for damages resulting from the intentional and/or negligent acts or omissions of Lessor, its officers, officials, volunteers, and employees. Lessee does hereby further agree to endorse City of Newark as an additional insured to its policies and to provide the City of Newark with a certificate of insurance acceptable to the City Attorney.

17. RELATIONSHIP OF LESSEE/LESSOR

The relationship between Viola Blythe Community Service Center of Newark, Inc. and the City of Newark is that of Lessee/Lessor and Viola Blythe Community Service Center of Newark, Inc. is not the employee, servant or agent of the City of Newark.

18. NOTICES

Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent), postage prepaid and addressed to:

Lessor:

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

Lessee:

President of the Board
Viola Blythe Community Service Center of Newark, Inc.

37365 Ash Street, Building #1
Newark, CA 94560

19. HOLDING OVER

Any holding over after the expiration of the term or notice of termination shall be at a monthly rental of \$1.00 and shall otherwise be on the terms and conditions herein specified, so far as applicable.

20. TERMINATION

The Lessor may terminate this lease at any time upon thirty (30) days written notice.

21. NON-DISCRIMINATION

VIOLA BLYTHE agrees that no person in the United States shall on the grounds of race, color, religious creed, national origin, sex, age, physical disability, mental disability, medical condition, marital status, sexual orientation, or any other basis, 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. VIOLA BLYTHE shall not, on any basis as defined in California Civil Code Section 51:

- 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.

22. AMENDMENTS

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

23. ENTIRE AGREEMENT

This instrument constitutes the entire agreement between CITY and VIOLA BLYTHE relative to the premises and this lease, and may be altered only by an instrument in writing signed by both CITY and VIOLA BLYTHE. CITY and VIOLA BLYTHE 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.

24. 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.

25. 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.

VIOLA BLYTHE COMMUNITY
SERVICE CENTER OF NEWARK, INC.

CITY OF NEWARK

By _____
Executive Director, Debra Rodriguez

By _____
City Manager, City of Newark

Attest

City Clerk, Sheila Harrington

Approved as to form:

City Attorney, David J. Benoun

F.8 Authorization for the City Manager to sign a Lease Agreement with Child, Family, and Community Services, Inc. for use of the Jerry Raber Newark Ash Street Park Building #2 for the operation of a Head Start Preschool Program – from City Manager Becker. (RESOLUTION)

Background/Discussion – The current Lease Agreement for use of the Jerry Raber Ash Street Park Building #2 by the Child, Family, and Community Services, Inc. expired on May 31, 2017. Child, Family, and Community Services, Inc. wishes to enter into a new one-year Agreement for this upcoming school year. A new Lease Agreement has been prepared, the conditions of which remain essentially the same as in the past. A share of the utility cost will be paid on a bi-annual basis. The Center provides a valuable service to the community and staff recommends that the City Council authorize an extension of the lease for an additional school year, commencing August 14, 2017 through June 8, 2018, at an annual rental fee of \$1 per year.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the City Manager to sign a Lease Agreement with Child, Family, and Community Services, Inc. for lease of the Jerry Raber Ash Street Park Building #2 for the operation of a Head Start Preschool Program.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE CITY MANAGER TO SIGN A
LEASE AGREEMENT WITH CHILD, FAMILY, AND
COMMUNITY SERVICES, INC. FOR LEASE OF JERRY
RABER ASH STREET PARK BUILDING #2 FOR THE
OPERATION OF A HEAD START PRESCHOOL PROGRAM

WHEREAS, the current lease agreement with Child, Family, and Community Services, Inc. for use of Jerry Raber Ash Street Building #2 expired on May 31, 2017; and

WHEREAS, it is recommended that an extension be authorized for an additional school year, through June 8, 2018, and for a rental fee of \$1 per year; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager of the City of Newark is hereby authorized to sign a lease agreement with Child, Family, and Community Services, Inc. for the operation of a Head Start Preschool program, said agreement on file in the Office of the City Clerk.

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this _____ day of July, 2017, by and between the CITY OF NEWARK, CALIFORNIA, a municipal corporation hereinafter referred to as "CITY," and the CHILD, FAMILY AND COMMUNITY SERVICES, INC., a California Non-Profit Public Benefits Corporation, hereinafter called respectively, the Lessor and Lessee, without regard to number or gender.

IT IS AGREED between the parties hereto as follows:

1. DESCRIPTION OF PREMISES

The Lessor hereby leases to Lessee, and Lessee hires from Lessor, on the terms and conditions hereinafter set forth, those certain premises with the appurtenances, situated in the City of Newark, County of Alameda, State of California, and commonly known and described as 37365 Ash Street, Building #2, Newark, California.

2. TERMS

Said lease shall be for a period of approximately one (1) school year commencing August 14, 2017, and ending on June 8, 2018.

3. RENT

The rent is One Dollar (\$1.00) per year payable on the first day of September, 2017.

4. USE

The premises are hereby leased to the Lessee for the purpose of providing a pre-school program for Head Start. Agreement to this use in this lease shall not be deemed a waiver of compliance with any ordinance of the City of Newark now in force or hereafter enforced.

5. WASTE, QUIET CONDUCT

Lessee shall not commit, or suffer to be committed, any waste upon the said premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant.

6. ALTERATIONS, MECHANICS' LIENS

Lessee shall not make or suffer to be made, any alterations of the said premises, or any part thereof without the written consent of Lessor first had and obtained, and any additions to, or alterations of, the said premises, except moveable furniture and trade fixtures, shall become at once a part of the realty and belong to Lessor. Lessee shall keep the demised premises and the property in which the demised premises are situated free

from any liens arising out of any work performed, material furnished, or obligations incurred by Lessee.

Lessee further grants Lessor the right to inspect the premises to assure compliance with the provision of this paragraph and all other provisions of this lease.

7. OBLIGATIONS TO REPAIR DAMAGE.

Lessee shall reimburse CITY upon demand for all costs and expenses incurred by Lessor for the repair of any damage to the Premises caused by the negligence or willful misconduct of Lessee.

8. UTILITIES

a. Lessee shall obtain and pay for all telephone service to the building. Lessee shall pay the City of Newark 75% of the City's total Ash Street Park electrical service bills.

b. Lessor shall provide water service at no additional cost to Lessee.

9. JANITORIAL SERVICES

Lessee shall, at its own cost, provide janitorial services as needed to keep the interior of the leased premises in good and sanitary order.

10. ACCEPTANCE OF PREMISES AS IS. SURRENDER AT END OF TERM

By entry hereunder, Lessee accepts the premises as being in good and sanitary order, condition and repair and agrees on the last day of said term, or sooner termination of this lease, to surrender unto Lessor all and singular said premises with said appurtenances in the same condition as when received, reasonable use and wear thereof and damage by fire, Act of God or by the elements excepted, and to remove all of Lessee's signs from said premises.

11. COMPLIANCE WITH LAW

Lessee shall, at its sole cost and expense, comply with all of the requirements of all 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 judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessor be a part thereto or not, that Lessee has violated any such ordinance or statute in the use of the premises shall be conclusive of the fact as between Lessor and Lessee.

No narcotics or drugs as defined by the Health and Safety Code as being illegal, and no alcoholic beverages of any kind, shall be permitted on the premises.

Lessee shall not use the premises in any manner which constitutes a public or private nuisance by statute or common law.

Lessee further grants the Police Department the right to inspect the premises and surrounding areas at any time to assure compliance with law.

12. CITY TO BE HELD HARMLESS

Lessee, as a material part of the consideration to be rendered to Lessor, hereby waives all claims against Lessor for damages to goods, wares, and merchandise, in, upon or about said premises and for injuries to Lessee, his agents or third persons in or about said premises from any cause arising at any time, and Lessee will hold Lessor exempt and harmless from any damage or injury to any person, or to the goods, wares, and merchandise of any person, arising from the use of the premises by Lessee, or from the failure of Lessee to keep the premises in good condition and repair, as herein provided, excepting therefrom any and all claims, liability, loss against Lessor for damages resulting from the intentional and/or negligent acts or omissions of Lessor, its officers, employees, and agents.

13. NON-LIABILITY FOR DAMAGES

This lease is made upon the express condition that Lessor is to be free from all liability and claim for damages by reason of any injury to any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause or causes whatsoever while in, upon, or in any way connected with said demised premises or the said sidewalks adjacent thereto during the term of this lease or any extension hereof or any occupancy hereunder, Lessee hereby covenanting and agreeing to indemnify and save harmless Lessor from all liability, loss, cost, and obligations on account of or arising out of any such injuries or losses however occurring.

14. INSURANCE

Lessee shall acquire and maintain Workers' Compensation, employer's liability, and commercial general liability insurance coverage relating to the activities of Lessee, its agents, representatives, employees, or sub lessees in, on, upon, or relating to the premises leased herein covering City's risks in form subject to the approval of the City Attorney.

The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the occupancy of the premises.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage
(occurrence Form CG 0001).

Workers' Compensation insurance as required by the State of California and Employer's Liability Coverage.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

- 2. Employer's Liability:** **\$1,000,000** per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

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

Acceptability of Insurers

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

Verification of Coverage

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

Other Insurance Provisions

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

Additional Insureds. The City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Lessee.

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

Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after ten (10) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Qualifications. All insurance companies providing coverage to Lessee shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

Waiver of Subrogation. With respect to Workers' Compensation, the insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed on the premises by Lessee.

Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this Paragraph 14 is a material element of this lease and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this lease.

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

Licensor shall maintain real property insurance on said premises which shall include coverage for and against loss or damage to the real property caused in whole or in part by Licensee. Licensee shall not be responsible or liable for the loss of or damage to said premises of Licensor. Licensee shall maintain personal property insurance to insure its own personal property against loss or damage which shall include coverage for and against loss or damage to Licensee's personal property caused in whole or in part by Licensor.

14. ASSIGNMENT OR SUBLETTING

Lessee shall not assign this lease, or any interest therein, and shall not sublet the said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the said premises, or any portion thereof, without the written consent of Lessor first had and obtained, and a consent to one assignment, subletting, occupation, or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Lessor, terminate this lease.

This lease shall not, nor shall any interest therein, be assignable, as to the interest of Lessee, by operation of law, without the written consent of Lessor.

15. INDEMNITY OF CITY AND ITS OFFICERS

Lessee hereby acknowledges that it is not in any way connected with the City of Newark, in its operation of the pre-school program (Head Start) and does hereby indemnify and hold City, its officers, officials, councils, commissions, volunteers, and employees harmless from any and all liability from the operation of the pre-school program (Head Start) and does further agree to defend any and all litigation arising out of Lessee's operation of the pre-school program on the Premises and in which the City of Newark is named as a defendant, excepting therefrom any and all claims, liability, or loss against Lessor for damages resulting from the intentional and/or negligent acts or omissions of Lessor, its officers, officials, volunteers, and employees. Lessee does hereby further agree to endorse City of Newark as an additional insured to its policies and to provide the City of Newark with a certificate of insurance acceptable to the City Attorney.

16. RELATIONSHIP OF LESSEE/LESSOR

The relationship between Child, Family and Community Services, Inc. and the City of Newark is that of Lessee/Lessor and Child, Family and Community Services, Inc. is not the employee, servant or agent of the City of Newark.

17. NOTICES

Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent), postage prepaid and addressed to:

Lessor:

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

and

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

Lessee:

Executive Director
Child, Family and Community Services, Inc.

32980 Alvarado Niles Road, Suite 846
Union City, CA 94587

18. HOLDING OVER

Any holding over after the expiration of the term or notice of termination shall be at a monthly rental of \$1.00 and shall otherwise be on the terms and conditions herein specified, so far as applicable.

19. TERMINATION

The Lessor or Lessee may terminate this lease at any time upon thirty (30) days written notice.

20. NON-DISCRIMINATION

CHILD, FAMILY AND COMMUNITY SERVICES agrees that no person in the United States shall on the grounds of race, color, religious creed, national origin, sex, age, physical disability, mental disability, medical condition, marital status, sexual orientation, or any other basis, 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. CHILD, FAMILY AND COMMUNITY SERVICES shall not, on any basis as defined in California Civil Code Section 51:

- 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 CHILD, FAMILY AND COMMUNITY SERVICES relative to the premises and this lease, and may be altered only by an instrument in writing signed by both CITY and CHILD, FAMILY

AND COMMUNITY SERVICES. CITY and CHILD, FAMILY AND COMMUNITY SERVICES 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. 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.

CHILD, FAMILY AND
COMMUNITY SERVICES, INC.

CITY OF NEWARK

By _____
Executive Director

By _____
City Manager, City of Newark

Attest

City Clerk, City of Newark

Approved as to form:

City Attorney, City of Newark

F.9 Authorization for the City Manager to sign an Agreement with Alameda County for Additional Library Services – from City Manager Becker and City Attorney Benoun. (RESOLUTION)

Background/Discussion – The current Agreement for Additional Library Services expired on June 30, 2017. A new agreement has been prepared, the conditions of which remain essentially the same as last year. The County agrees to provide four additional open hours of library service each Sunday per week at the Newark Branch Library. In exchange, the City agrees to pay the County in quarterly payments for a total of \$105,000 for the year. The Library provides a valuable service to the community and staff recommends that the City Council authorize the City Manager to sign the agreement for an additional year, through June 30, 2018.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the City Manager to sign the Agreement with Alameda County for Additional Library Services.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE CITY MANAGER TO SIGN
AN AGREEMENT WITH ALAMEDA COUNTY FOR
ADDITIONAL LIBRARY SERVICES

WHEREAS, the current agreement with Alameda County for additional library services expired on June 30, 2017; and,

WHEREAS, current funding levels for County Library services limit the number of open hours per week at the Newark Branch Library; and,

WHEREAS, the citizens of Newark wish to continue having Newark Branch Library open for service on Sundays for four hours more than the County funded hours per week; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Manager of the City of Newark be and is hereby authorized to sign an Agreement for Additional Library Services, said Amendment on file in the Office of the City Clerk.

**AGREEMENT BETWEEN THE CITY OF NEWARK
AND THE
COUNTY OF ALAMEDA
FOR
ADDITIONAL LIBRARY SERVICES
FISCAL YEAR 2017-18**

The County of Alameda and the City of Newark enter into this Agreement as follows:

WHEREAS, current funding levels for County Library services limit the number of open hours per week at the Newark Branch of the Alameda County Library system; and

WHEREAS, the citizens of Newark wish to have the Newark Branch Library open on Sundays for four hours more than the County funded hours per week, and wish to have additional services; and

The City of Newark and the County of Alameda agree to provide four additional hours on Sundays of library services at the Newark Branch of the Alameda County Library system subject to the following terms and conditions.

TERMS AND CONDITIONS

- 1) Time Period: This Agreement will be in effect from July 1, 2017 to June 30, 2018.
- 2) Services Described: During the time period specified above, the County agrees to provide 4.00 additional open hours on Sunday per week of library service at the Newark Branch Library, excluding County-observed holidays, in order to maintain a total weekly schedule of open hours at the Newark Branch Library at 43 hours per week. The Newark library will be open on Sundays from 1.00 to 5.00PM.
- 3) Payments: The City agrees to pay the County \$105,000 in four (4) quarterly installments as follows:

September 30, 2017	\$26,250
December 31, 2017	\$26,250
March 31, 2018	\$26,250
June 30, 2018	\$26,250

Payments shall be due and payable on the dates stated above. In addition to the amounts stated above interest of 5 percent / month shall be payable for any payment which is more than 30 days overdue.

- 4) Extension: All terms and conditions of this Agreement may be extended, by mutual written agreement on a year-to-year basis or as otherwise agreed to by the parties, provided the amount paid by the City of Newark to the County of Alameda is adjusted annually to reflect increases/decreases to the costs connected with providing the services.
- 5) Augmentation: The services provided through this Agreement and the amount to be paid by the City of Newark to the County of Alameda may be augmented during the year, by mutual agreement, to reflect additional City of Newark funds and monies donated to the City of Newark by groups, other public agencies, and individuals for this purpose.
- 6) Periodic Activity Reports: Activity Reports will be provided by the County Librarian to the Newark City Council. Newark City Council may request such reports at any time.
- 7) Option to Terminate or Renegotiate Agreement: In the event that either party determines that it no longer has sufficient funding or staffing to meet the obligations of this agreement, that party may terminate or renegotiate this Agreement by giving at least thirty (30) days written notice.
- 8) Liability:
 - a) No persons engaged in the performance of library services and functions under this Agreement shall be considered City employees or gain rights to City pension, Civil Service, or other City employment status or right by way of this Agreement.
 - b) The City shall not be called upon to assume any liability for the direct payment of any salary, wages, or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this Agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his/her employment.
 - c) The County will assume liability and pay cost of defense and hold the City harmless from loss, costs or expenses caused by the negligent or wrongful act or omission of County officers, agents and employees occurring in the performance of agreements between the parties hereto to the extent that such liability is imposed on the City by the provisions of Section 895.2 of the Government Code of the State of California.

d) The City will assume liability and pay cost of defense and hold the County harmless from loss, costs or expenses caused by the negligent or wrongful act or omission of City officers, agents and employees occurring in the performance of agreements between the parties hereto to the extent that such liability is imposed on the County by the provisions of Section 895.2 of the Government Code of the State of California.

9) Notices: Notices pertaining to this agreement shall be sent to the following:

CITY:
City Administrator
CITY OF NEWARK
37101 Newark Blvd
Newark CA 94560

COUNTY:
President, Board of Supervisors
COUNTY OF ALAMEDA
Administration Building
1221 Oak Street
Oakland, CA 94612

County Librarian
ALAMEDA COUNTY LIBRARY
2450 Stevenson Blvd.
Fremont, CA 94538-2326

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement the day and year first above written, and the 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.

CITY OF NEWARK

COUNTY OF ALAMEDA

By: _____
City Manager
City of Newark, County of Alameda
State of California

By: _____
President
Board of Supervisors
State of California

Date: _____

Date: _____

ATTEST:

By: _____
City Clerk

By: _____
Clerk of the Board of Supervisors

APPROVED AS TO FORM

By: _____
Deputy County Counsel

NEWARK LIBRARY
FY 2017-18 Projected Budget

EXPENSES:

Branch Personnel (14.27 FTE)	\$1,215,592
Services &Supplies	\$75,000
*All other Direct Cost	\$800,472
Total Direct Costs	\$2,091,064
**Admin. Cost	\$450,479
GRAND TOTAL	\$2,541,543

*Direct Cost include share of Material costs, ITD cost and cost of Learning Group Services (Bookmobile: Literacy: Senior Services and Services to those with Disability)

**Admin. Cost includes the shared cost of Administration.

REVENUE:

County Library Property Tax	\$1,874,098	(39 Base Hours)
City Contract	\$105,000	(4.0 Add. Hours)
Other County Library Funds	\$562,445	
GRAND TOTAL	\$2,541,543	

F.10 Authorization for the Mayor to Sign the Second Amendment to Lease Agreement with County of Alameda for reimbursement of janitorial services – from Maintenance Supervisor Connolly and City Attorney Benoun. (RESOLUTION)

Background/Discussion – In 2015, the City Council authorized the Mayor to sign a five year lease with County of Alameda 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.

Last 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 consulted with County staff and the County agreed to reimburse the City for the higher standard of janitorial services. A first amendment to the lease was authorized by the Council to provide for reimbursement of the janitorial services and a plumbing expense. The current amendment expired on June 30, 2017.

Maintenance staff has consulted with County staff and the County has agreed to reimburse the City for the current cost of increased janitorial services for an additional year, through June 30, 2018.

Attachments

Action - It is recommended that the City Council, by resolution, authorize the Mayor to sign the Second Amendment to Lease Agreement with County of Alameda for reimbursement of janitorial services.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE MAYOR TO SIGN THE
SECOND AMENDMENT TO LEASE AGREEMENT WITH
COUNTY OF ALAMEDA FOR REIMBURSEMENT OF
JANITORIAL SERVICES

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,

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 Second Amendment to Lease Agreement with County of Alameda, said Amendment on file in the Office of the City Clerk.

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement is made as of July 1, 2017, 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 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

- B. Janitorial Services: Commencing July 1, 2017, COUNTY agrees to pay CITY for janitorial services for the premises, the sum of five thousand three hundred ten dollars, fifty four cents (\$5,310.54) 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 July 1, 2017, 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. CITY anticipates a CPI increase of approximately five percent (5%) and partial labor cost increase, both commencing April 2018. CITY will provide prompt notice to COUNTY in the event CITY incurs such costs and the parties shall meet and confer to amend this lease to reflect the increased costs.

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

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

COUNTY OF ALAMEDA

CITY OF NEWARK

By: _____
Signature

By: _____
Signature

Name: _____
(Printed)

Name: _____
(Printed)

Title: President of the Board of Supervisors

Title: _____

Date: _____

Approved as to Form:

By: _____
County Counsel Signature

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

EXHIBIT A

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

WORK SCHEDULE FOR JANITORIAL SERVICE

BUILDING AND LOCATION:

APPROXIMATE GROSS AREA: 15,000

Newark Library
6300 Civic Terrace Avenue

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.
Sunday – 1 p.m. to 5 p.m.

Daily/WEEKLY/BI-WEEKLY DUTIES

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

ITEM #	WORK DESCRIPTION	SPECIAL INSTRUCTIONS	FREQUENCY
A	Waste Removal		
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	Restroom Care		
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)
C	Floor Care		
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
D	Employee Lunchroom		
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)
E	Furnishing Care		
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

BUILDING AND LOCATION:

APPROXIMATE GROSS AREA: 15,000

Newark Library
6300 Civic Terrace Avenue

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.
Sunday – 1 p.m. to 5 p.m.

MONTHLY SERVICES OR LESS OFTEN DUTIES (to be scheduled with Maintenance Supervisor)

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

ITEM #	WORK DESCRIPTION	SPECIAL INSTRUCTIONS	FREQUENCY
A			
Miscellaneous			
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			
Restrooms			
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
C			
Floor Care			
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
D			
Furnishings			
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)
E			
Miscellaneous			
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)

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.

2-14-16

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

By *Scott Roggentz*
Chairperson of the Board of Supervisors
County of Alameda, State of California

CITY OF NEWARK

By *Richard A. Negro*
Mayor, City of Newark

By *[Signature]*
Clerk of the Board of Supervisors
Deputy

Attest *Sheila Harrington*
City Clerk, City of Newark

Approved as to form:

J. F. Kan
Dep. County Counsel

Approved as to form:

[Signature]
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
A Waste Removal			
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 Restroom Care			
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)
C Floor Care			
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
D Employee Lunchroom			
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)
E Furnishing Care			
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

ITEM #	WORK DESCRIPTION	SPECIAL INSTRUCTIONS	FREQUENCY
A Miscellaneous			
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 Restrooms			
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
C Floor Care			
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
D Furnishings			
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)
E Miscellaneous			
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

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

City of Newark
37101 Newark Boulevard
Newark, CA 94560

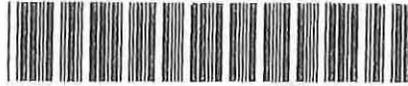
WHEN RECORDED MAIL TO:

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

*12AK
VM*

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)

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:

- 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 1.5 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.

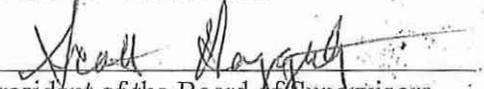
29. HEADINGS

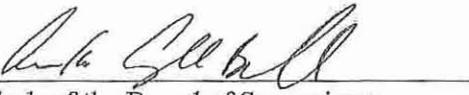
The headings used in this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

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

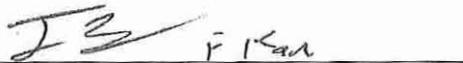
President of the Board of Supervisors who is hereunto duly authorized the day and year first above written.

COUNTY OF ALAMEDA

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

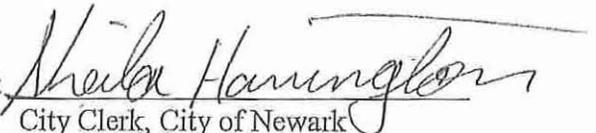
By 
Clerk of the Board of Supervisors
Anika Campbell-Belton

Approved as to form:

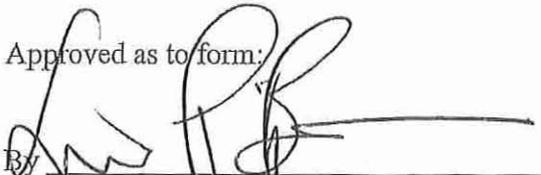
By 
County Counsel

CITY OF NEWARK

By 
Mayor, City of Newark
Alan L. Nagy

Attest 
City Clerk, City of Newark
Sheila Harrington

Approved as to form:

By 
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. Slaffter, 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. Slaffter
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

personally appeared

Scott Haggerty

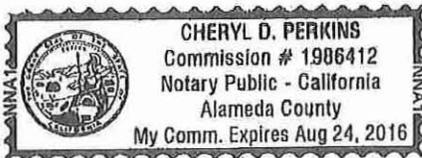
Here Insert Name and Title of the Officer

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:

Corporate Officer - Title(s):

Partner - Limited General

Individual Attorney In Fact

Trustee Guardian or Conservator

Other:

Signer Is Representing:

Signer's Name:

Corporate Officer - Title(s):

Partner - Limited General

Individual Attorney In Fact

Trustee Guardian or Conservator

Other:

Signer Is Representing:

F.11 Amendment of the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Year 2017-2018 to add six additional Capital Improvement Projects – from Administrative Services Director Woodstock. (RESOLUTION)

Background/Discussion – During the annual review of capital projects for Fiscal Year 2017-2018, a need has been identified to amend the 2016-2018 Biennial Budget and Capital Improvement Plan to add six additional projects. Four of the projects are the design phase of priority projects identified in the recently adopted Citywide Parks Master Plan (Newark Community Dog Park, Birch Grove Dog Park, Sportsfield Skate Park, and Sportsfield All-Weather Turf Fields with Pathway). The other two projects are park tree pruning projects.

The cost of the additional projects are \$744,000. The park projects will be paid from the Park Impact Fee account and the tree pruning projects will be paid from the Capital Improvement Fund.

Exhibit A outlines the projects and appropriations for Fiscal Year 2017-2018.

Attachment

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

RESOLUTION NO.

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

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 2017-2018 was adopted by Resolution No. 10,509 on June 9, 2016, and is hereby amended for capital budget additions as set forth in Exhibit A attached.

City of Newark
Capital Projects Budget for Additional Project Requests
Fiscal Year 2017-2018

Exhibit A

Fund	Fund/Project Description	Funding
	<i>CIP Budget Additional Project Requests - New Projects</i>	
104	Sportsfield Park All-Weather Turf Fields with Pathway - Phase 1 (Design)	265,000
	Skate Park at Sportsfield Park - Phase 1 (Design)	210,000
	Birch Grove Dog Park - Phase 1 (Design)	68,000
	Newark Community Dog Park - Phase 1 (Design)	31,000
401	2018 Park Tree Grid Pruning	100,000
	Birch Grove Park Tree Maintenance	70,000
		<u>744,000</u>

F.12 Second reading and adoption of an ordinance amending Title 17 (Zoning) of the Newark Municipal Code to revise Chapter 17.20 (Commercial Districts) and Chapter 17.24 (Industrial Districts) by amending Sections 17.20.030, 17.020.040, 17.24.030 and 17.24.040 to require distribution and warehouse uses to go through the Conditional Use Permit process – from City Clerk Harrington and Deputy Community Development Director Interiano. (ORDINANCE)

Background/Discussion – On July 13, 2017 the City Council introduced an ordinance amending Title 17 (Zoning) of the Newark Municipal Code to revise Chapter 17.20 (Commercial Districts) and Chapter 17.24 (Industrial Districts) by amending Section 17.20.030, 17.020.040, 17.24.030 and 17.24.040.

The ordinance will remove “Distribution and Warehousing Uses” as a permitted use in the General Commercial, Intermediate Commercial, High Technology Park, Industrial Technology Park, Industrial Park, Limited Industrial, and General Industrial Zoning Districts and add “Distribution and Warehouse Uses” as a conditional use in the General Commercial, Intermediate Commercial, High Technology Park, Industrial Technology Park, Industrial Park, Limited Industrial, and General Industrial Zoning Districts with the aim of establishing the appropriate process to determine potential negative impacts associated with Distribution and Warehouse Uses. At the first reading of the ordinance, the City Council extended the time before a nonconforming use would be considered abandoned from 7 years to 10 years. The attached ordinance includes that revision and requires a second reading.

Attachment

Action –Staff recommends that the City Council adopt an ordinance amending Title 17 (Zoning) of the Newark Municipal Code to revise Chapter 17.20 (Commercial Districts) and Chapter 17.24 (Industrial Districts) by amending Section 17.20.030, 17.020.040, 17.24.030 and 17.24.040.

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING TITLE 17 (ZONING) OF THE NEWARK MUNICIPAL CODE TO REVISE CHAPTER 17.20 (COMMERCIAL DISTRICTS) AND CHAPTER 17.24 (INDUSTRIAL DISTRICTS) BY AMENDING SECTIONS 17.20.030, 17.020.040, 17.24.030 AND 17.24.040.

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

Section 1: Pursuant to Section 17.80.070 of Title 17 (Zoning) of the City of Newark Municipal Code, the City Council of the City of Newark does hereby find that the zoning text amendments embodied in this ordinance as set forth in Exhibit A, attached hereto and made a part hereof by reference, is necessary and desirable to achieve the purposes of Title 17 (Zoning) of the Newark Municipal Code, which seeks to remove “Distribution and Warehousing Uses” as a permitted use in the General Commercial, Intermediate Commercial, High Technology Park, Industrial Technology Park, Industrial Park, Limited Industrial, and General Industrial Zoning Districts and add “Distribution and Warehouse Uses” as a conditional use in the General Commercial, Intermediate Commercial, High Technology Park, Industrial Technology Park, Industrial Park, Limited Industrial, and General Industrial Zoning Districts with the aim of establishing the appropriate process to determine potential negative impacts associated with Distribution and Warehouse Uses.

Section 2: The City Council of the City of Newark does hereby find and declare that the zoning text amendment embodied in this ordinance as set forth in Exhibit A, attached hereto and made a part hereof by reference, is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15060(c)(2), which provides that an activity is not subject to CEQA if “the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment,” and Guidelines Section 15061(b)(3), which provides that “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA;” . There is no substantial evidence of unusual circumstances or evidence demonstrating a reasonable possibility of significant environmental impacts resulting from this amendment.

Section 3: Title 17 (Zoning) of the Newark Municipal Code is hereby amended as shown in Exhibit A, with ~~strikeout~~ denoting deletions and underline denoting additions.

Section 4: Effective Date. This ordinance shall take effect thirty (30) days from the date of its passage. Before expiration of fifteen (15) days after its passage, this ordinance shall be published in The Tri-City Voice, a newspaper of general circulation published and printed in the County of Alameda and circulated in the City of Newark.

Exhibit A

17.20.030 - Permitted uses.

Uses shall be permitted in the respective C commercial districts according to the appropriate list below, provided that the structure, if any, which any use shall occupy, use, retain or place upon the use's site shall be of new construction at the time of initial occupancy, and further provided that in the CG and CI districts, when in the planning director's opinion, the permitted use could result in air pollution, production of smoke, dust, vibrations, noxious odors, danger of fire or explosion or any danger to health or safety, a use permit as provided in this chapter shall be required.

Subsections A-E have been omitted for ease of review.

F. Uses permitted in the general commercial district (CG):

- Administrative, financial, professional and real estate offices;
- Automobile repairing and refurbishing within enclosed buildings;
- Automobile sales of new and used cars, parts and supplies including servicing within enclosed buildings;
- Bakery goods stores and bakeries for on-site sales;
- Bakery products plants;
- Barber shops;
- Beauty shops;
- Boat sales and service;
- Book binding;
- Building materials yards other than gravel, rock or cement yards when located at least three hundred feet from an R district;
- Cabinet and carpenter shops;
- Carpet and rug cleaning and dyeing;
- Catering shops;
- Christmas tree and other seasonable sales lots, not to exceed six per year (lots shall be cleaned up within seven days after sales have ceased);
- Coffee shops and specialty food stores;

- Cold storage plants;
- Contractor's equipment rental and storage yards when located at least three hundred feet from an R district;
- Diaper supply services;
- Electrical contractor shops;
- Exterminators;
- Feed and fuel stores;
- Food lockers;
- Garage door installation, repair, sales and service within enclosed building (no outdoor storage);
- Gift shops;
- Glass replacement and repair shops;
- Gunsmiths;
- Heating and ventilation shops;
- Household equipment repair shops;
- Laboratories, not including flammable liquids or explosives;
- Laundries and cleaning and dyeing plants;
- Linen supply services;
- Live storage, killing or dressing of poultry or rabbits for retail sales on the premises when located at least three hundred feet from an R district;
- Locksmiths;
- Lumber yards, not including planing mills or saw mills when located at least three hundred feet from an R district;
- Medical and dental offices and clinics;
- Meeting halls;
- Motorcycle sales and service;
- Musical instrument repair shops;
- Newspaper publishing and printing;
- Newsstands;

- Nurseries and garden supply stores;
- Office and business equipment repair shops;
- Packing and crating;
- Parcel delivery services, including repair shop facilities;
- Parking lots improved according to the standards prescribed for required off-street parking;
- Photocopy shops including self-serve facilities;
- Photographic developing and printing plants;
- Plumbing shops;
- Post offices;
- Prescription pharmacies and dental and optical laboratories;
- Printing, lithographing and engraving plants;
- Refrigeration and air conditioning equipment shops;
- Rental of hand tools, garden tools, power tools, trailers and other similar equipment;
- Repair and storage garages within enclosed buildings;
- Restaurants and drive-in restaurants, excluding filmed or live entertainment;
- Safe and vault repair shops;
- Self-service laundries and dry-cleaning establishments;
- Sheet metal shops;
- Stone and monument yards when located at least three hundred feet from an R district;
- ~~— Storage buildings for commercial and household goods (except for the storage of perishable, flammable, explosive or dangerous materials, live animals, or use of the storage facilities for a dwelling or place of business, manufacturing or production);~~
- Storage yards for commercial vehicles;
- Taxidermists;
- Tire sales, retreading and recapping, within enclosed buildings;
- Trailer sales, service and other associated retail;

- Transit yards when located at least three hundred feet from an R district;
- Travel agencies and services;
- Trucking terminals when located at least three hundred feet from an R district;
- Union halls;
- Upholstering shops;
- Veterinarians' offices and small animal hospitals, including short-term animal boarding and incidental care but not including long-term boarding or kennels, with all operations conducted within a completely enclosed building;
- Veterinarians' offices and small animal hospitals, including long-term boarding and kennels, when located at least three hundred feet from an R district;
- ~~Warehouses except for the storage of fuel or flammable liquids or explosives;~~
- Accessory structures and uses located on the same site with and necessary for the operation of a permitted use.

G. Uses permitted in the intermediate commercial district (CI):

- Administrative, financial, professional and real estate offices;
- Administrative social services facilities;
- Automobile sales of new and used cars, parts and supplies including servicing within enclosed buildings;
- Automobile repairing and refurbishing within enclosed buildings;
- Bakery goods stores and bakeries for on-site sales;
- Bakery products plants;
- Barber and beauty supply stores;
- Boat sales and service;
- Bookbinding;
- Bottling works;
- Building contractor shops within enclosed buildings when located more than three hundred feet from an R district;
- Building materials manufacture and assembly, including composition wallboards, panels and prefabricated structures, within enclosed buildings;
- Cabinet and carpenter shops;

- Carpet and rug cleaning and dyeing;
- Catering shops;
- Christmas tree and other seasonable sales lots, not to exceed six per year (lots shall be cleaned up within seven days after sales have ceased);
- Clothing and yardage sales including wholesale;
- Cold storage plants;
- Community service organizations and facilities;
- Dairy products plants;
- Delicatessen stores;
- Diaper supply services;
- Feed and fuel stores;
- Fire protection equipment manufacture, assembly, sales and service;
- Food lockers;
- Food stores and supermarkets;
- Forklift rental, sales, service and storage within an enclosed building;
- Furniture auction halls;
- Garage door manufacture, assembly, sales and service within enclosed buildings;
- Glass replacement and repair shops;
- Gunsmiths;
- Gymnasiums and health spas;
- Heating and ventilation shops;
- Hobby shops;
- Household equipment repair shops;
- Household major appliance sales and service;
- Housewares stores;
- Laboratories, not including flammable liquids or explosives;
- Laundries and cleaning and dyeing plants;

- Linen supply services;
- Locksmiths;
- Lumberyards, not including planing mills or sawmills;
- Machine shops, not using drop hammers, automatic screw machines or punch presses with a rated capacity of over twenty tons, within enclosed buildings when located more than three hundred feet from an R district;
- Meeting halls;
- Motion picture and video production;
- Motorcycle sales and service;
- Musical instrument repair shops;
- Newspaper publishing and printing;
- Nurseries and garden supplies stores;
- Office and business equipment sales and repair stores;
- Packing and crating;
- Paint, glass and wallpaper stores;
- Parcel delivery services, including repair shop facilities within enclosed buildings;
- Parking lots improved according to the standards prescribed for required off-street parking;
- Party supply stores including wholesale;
- Pet and bird stores;
- Photocopy shops including self-service facilities;
- Photographic developing and printing plants;
- Plumbing shops;
- Printing, lithographing and engraving plants;
- Radio and television repair shops;
- Refrigeration and air conditioning equipment shops;
- Rental of hand tools, garden tools, power tools, trailers and other similar equipment within buildings;
- Repair and storage garages within enclosed buildings;

- Restaurant equipment sales, rental and service;
- Safe and vault repair shops;
- Sporting goods stores;
- ~~— Storage buildings for commercial and household goods (except for the storage of perishable, flammable, explosive or dangerous materials, live animals, or use of the storage facilities for a dwelling or place of business, manufacturing or production);~~
- Storage yards for recreational vehicles when located more than three hundred feet from an R district;
- Taxidermists;
- Tire sales, retreading and capping within enclosed buildings;
- Trailer sales, service and other associated retail;
- Trophy manufacturing and sales;
- Union halls;
- Upholstering shops;
- Veterinarians offices and small animal hospitals, including short-term animal boarding and incidental care, but not including long-term boarding or kennels, with all operations conducted within a completely enclosed building;
- ~~— Warehouses except for the storage of fuel or flammable liquids or explosives;~~
- Woodworking shops and sash and door manufacture, including only incidental millwork conducted within enclosed buildings when located more than three hundred feet from an R district;
- Accessory structures and uses located on the same site with and necessary for the operations of a permitted use.

17.20.040 - Conditional Uses.

Conditional uses shall be permitted in the respective C commercial districts, subject to securing a use permit, according to the appropriate list below. The planning director may determine if a use permit is required for accessory structures and uses located on the same site with and necessary for the operation of a conditional use.

Subsections A-E have been omitted for ease of review.

F. Conditional uses permitted in the general commercial district (CG):

- Automobile washing, including the use of mechanical conveyors, blowers and steam cleaning;
- Convenience food stores;
- Filmed or live entertainment at restaurants;
- Massage studios;
- Nonprofit youth clubs;
- Planned unit development as provided in Chapter 17.40;
- Public buildings, grounds, parks, playgrounds and other public recreational facilities;
- Public and private utility facilities and equipment;
- Service stations, subject to the following conditions:
 1. All operations except gasoline sales and automobile washing shall be conducted in buildings enclosed on at least three sides,
 2. No gasoline pump island shall be located closer than twenty feet to any property line.

— Warehouses except for the storage of fuel or flammable liquids or explosives. Notwithstanding Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming warehouse use shall not be considered abandoned until ~~seven~~ ten (7 10) years of non-operation or change to a conforming use and notwithstanding Section 17.68.080 (Restoration after Destruction) a nonconforming warehouse can be replaced even if damaged/destroyed up to one hundred percent (100%).

G. Conditional uses permitted in the intermediate commercial district (CI):

- Automobile washing, including the use of mechanical conveyors, blowers and steam cleaning;
- Barber shops;
- Beauty shops;
- Convenience food stores;
- Financial institutions;
- Massage studios;
- Nonprofit youth clubs;
- Planned unit development as provided in Chapter 17.40;

- Public and private utility facilities and equipment;
- Public buildings, grounds, parks, playgrounds and other public recreational facilities;
- Radio and television broadcasting studios;
- Service stations, subject to the following conditions:
 1. All operations except gasoline sales and automobile washing shall be conducted in buildings enclosed on at least three sides,
 2. No gasoline pump island shall be located closer than twenty feet to any property line,
 3. No rental of trailers or tools;
- Technical and trade schools;
- Warehouses except for the storage of fuel or flammable liquids or explosives. Notwithstanding, section 17.68.070 (Abandonment of Nonconforming use), a nonconforming warehouse use shall not be considered abandoned until seven ten (7 10) years of non-operation or change to a conforming use and notwithstanding Section 17.68.080 (Restoration after Destruction) a nonconforming warehouse can be replaced even if damaged/destroyed up to one hundred percent (100%).

17.24.030 - Permitted uses.

Uses shall be permitted in the respective M industrial districts according to the appropriate list below, except when, in the planning director's opinion, the permitted use could result in air pollution, production of smoke, dust, vibrations, noxious odors, danger of fire or explosion or any danger to health or safety or where a permitted use could be deemed a nuisance as defined at common law, by statute of the state or code of the city, a use permit as provided in this chapter shall be required.

A. Uses permitted in the high technology park district (MT-1):

- Administrative, financial and professional offices;
- Business machine manufacture and assembly;
- Cafeterias for site employees and business guests only incidental to, necessary for the operation of, and on the same site as a permitted use;
- Camera and photographic equipment manufacture and assembly, except film;
- Computer software development;
- Day care facilities for site employees, only incidental to and on the same site as a permitted use;

- Electronic instrument and component manufacture and assembly;
- Drug and pharmaceutical manufacture and assembly;
- Laboratories devoted to experimentation, research and development;
- Medical hardware manufacture and assembly;
- Motion picture and television production;
- Musical instrument manufacture and assembly;
- Optical goods manufacture and assembly;
- Parking lots improved according to the standards for required off-street parking facilities;
- Photographic processing and developing;
- Precision instrument manufacture and assembly;
- Printing, publishing, lithographing, engraving and binding;
- Research and development;
- Scientific, medical, dental and drafting instrument manufacture and assembly;
- ~~— Warehouse/distribution operations, except that such use shall only be permitted in a business park setting where no more than thirty three percent of the total developable area is used for this purpose;~~
- Accessory structures located on the same site with and necessary for the operation of a permitted use.

B. Uses permitted in the industrial technology park district (MT):

- Administrative, financial and professional offices;
- Business machine manufacture and assembly;
- Cafeterias for site employees and business guests only incidental to, necessary for the operation of, and on the same site as a permitted use;
- Camera and photographic equipment manufacture and assembly, except film;
- Computer software development;
- Day care facilities for site employees, only incidental to and on the same site as a permitted use;
- Drug and pharmaceutical manufacture and assembly;
- Electronic instrument and component manufacture and assembly;

- Laboratories devoted to experimentation, research and development;
- Medical hardware manufacture and assembly;
- Motion picture and television production;
- Optical goods manufacture and assembly;
- Parking lots improved according to the standards for required off-street parking facilities for the same site as the use for which it is intended only;
- Photographic processing and developing;
- Precision instrument manufacture and assembly;
- Printing, publishing, lithographing, engraving and binding;
- Recreational and educational facilities for site employees and business guests only incidental to, necessary for the operation of, and on the same site as a permitted use;
- Research and development;
- Retail stores for sale of products manufactured on-site incidental to and necessary for the operation of a permitted use;
- Residences for business guests, employees on temporary assignment and maintenance and security personnel only, incidental to, necessary for the operation of, and on the same site as a permitted use;
- Scientific, medical, dental and drafting instrument manufacture and assembly;
- ~~— Warehouses for related products not to exceed forty percent of the total site floor area, only incidental to, necessary for the operation of, and on the same site as a permitted use;~~
- Accessory structures for custodial and maintenance services only incidental to, necessary for the operation of, and on the same site as a permitted use.

C. Uses permitted in the industrial park district (MP):

- Administrative, financial and professional offices;
- Bottling works;
- Camera and photographic equipment manufacture and assembly, except film;
- Ceramic products manufacture and assembly, using only previously pulverized clay and electric or gas-fired kilns;
- Cold storage plants;

- Cosmetic, perfume and toiletry manufacture, not including refining or rendering of fats or oils;
- Commercial advertising structure manufacture and assembly;
- Day care facilities for site employees, only incidental to and on the same site as a permitted use;
- Die and pattern making manufacture and assembly;
- Drug and pharmaceutical manufacture and assembly;
- Electrical appliance, supplies and equipment manufacture, provided that no noxious or offensive fumes or odors are emitted;
- Electronic instrument and component manufacture and assembly;
- Forklift rental, sales, service and storage;
- Hardware manufacture and assembly;
- Laboratories devoted to experimentation, research and development;
- Light sheet metal product manufacture and assembly;
- Manufacturing, assembling, compounding, packaging and processing from the following previously prepared materials:
 - bone,
 - canvas,
 - cellophane,
 - cellulose,
 - cloth,
 - cork,
 - feathers,
 - felt,
 - fiber and synthetic fiber,
 - fur,
 - glass,
 - hair,
 - horn,

- leather,
- paint (not using a boiling process),
- paper,
- plastics,
- precious or semiprecious metals or stones,
- rubber and synthetic rubber,
- shell,
- straw,
- textiles,
- tobacco,
- wood;
- Medical hardware manufacture and assembly;
- Metal products manufacture through stamping or extrusion of small items such as pins, buttons and kitchen utensils;
- Motion picture and television production;
- Musical instrument manufacture and assembly;
- Optical goods manufacture and assembly;
- Parking lots improved according to the standards for required off-street parking facilities;
- Precision instrument manufacture and assembly;
- Printing, publishing, lithographing, engraving and binding;
- Retail stores incidental to and on the same site with a permitted use;
- Scientific, medical, dental and drafting instrument manufacture and assembly;
- Union halls;
- ~~— Warehouse, except for storage of flammable liquids;~~
- Accessory structures located on the same site with and necessary for the operation of a permitted use.

D. Uses permitted in the limited industrial district (ML):

- Administrative, financial and professional offices;
- Automobile repairing and refurbishing within enclosed buildings;
- Battery manufacture and assembly;
- Bottling works;
- Box factories and cooperage;
- Breweries, distilleries and wineries;
- Building materials manufacture and assembly, not including cement, clay and metal products;
- Bus depots;
- Camera and photographic equipment manufacture and assembly, except film;
- Candle manufacture and assembly, not including rendering;
- Carpet and rug manufacture and assembly;
- Ceramic and porcelain products manufacture and assembly, using only previously pulverized clay and electric or gas-fired kilns;
- Cold storage plants;
- Commercial advertising structure manufacture and assembly;
- Cork manufacture and assembly;
- Cosmetic, perfume and toiletry manufacture, not including refining or rendering of fats or oils;
- Cotton ginning, cotton wadding and linter manufacture and assembly;
- Dairy product plants;
- Die and pattern making manufacture and assembly;
- Drug and pharmaceutical manufacture and assembly;
- Electrical appliances, supplies and equipment manufacture and assembly, provided that no noxious or offensive fumes or odors are emitted;
- Electronic instrument and component manufacture and assembly;
- Food and food product manufacture and assembly, provided that no noxious or offensive fumes or odors are emitted;
- Forklift rental, sales, service and storage;

— ~~Freight forwarding terminals;~~

- Furniture manufacture and assembly;
- Glass and glass product manufacture and assembly;
- Hardware manufacture and assembly;
- Laboratories devoted to experimentation, research and development;
- Light sheet metal product manufacture and assembly;
- Lumberyards, not including planing mills or sawmills;
- Machine shops, not using drop hammers, automatic screw machines or punch presses with a rated capacity of over twenty tons;
- Manufacturing, assembling, compounding, packaging and processing from the following previously prepared materials:
 - bone,
 - canvas,
 - cellophane,
 - cellulose,
 - cloth,
 - cork,
 - feathers,
 - felt,
 - fiber and synthetic fiber,
 - fur,
 - glass,
 - hair,
 - horn,
 - leather,
 - paint (not using a boiling process),
 - paper,
 - plastics,

- precious or semiprecious metals or stones,
- rubber and synthetic rubber,
- shell,
- straw,
- textiles,
- tobacco,
- wood;
- Mattress manufacture and assembly;
- Medical hardware manufacture and assembly;
- Metal container manufacture and assembly;
- Metal finishing and plating;
- Metal products manufacture through stamping or extrusion of small items such as pins, buttons and kitchen utensils;
- Motion picture and television production;
- Motor and generator manufacture and assembly;
- Musical instrument manufacture and assembly;
- Optical goods manufacture and assembly;
- Painting, enameling and lacquering shops;
- Paper products manufacture and assembly;
- Paraffin products manufacture and assembly;
- Parking lots improved according to the standards for required off-street parking facilities;
- Plastics manufacture and assembly;
- Precision instrument manufacture and assembly;
- Printing, publishing, lithographing, engraving and binding;
- Railroad stations;
- Retail stores incidental to and on the same site with a permitted use;
- Scientific, medical, dental and drafting instrument manufacture and assembly;

- Shoe polish manufacture and assembly;
- Small boat manufacture and assembly, not including ship building;
- Storage yards for commercial vehicles;
- Trailer rentals, sales and service;
- Transit yards;
- Trucking terminals;
- Union halls;
- ~~— Warehouse, except for storage of flammable liquids;~~
- Welding shops;
- Woodworking shops, with incidental millwork conducted within a completely enclosed structure only;
- Accessory structures located on the same site with and necessary for the operation of a permitted use.

E. Uses permitted in the general industrial district (MG):

- Administrative, financial and professional offices;
- Aircraft and aircraft accessories and parts manufacture and assembly;
- Automobile, truck and trailer manufacture and assembly, including accessories and parts;
- Battery manufacture and assembly;
- Boiler works;
- Bottling works;
- Box factories and cooperage;
- Breweries, distilleries and wineries;
- Building materials manufacture and assembly, not including cement, clay and metal products;
- Bus depots;
- Camera and photographic equipment manufacture and assembly, except film, provided that no sensitive electronics or precision parts of equipment are used or manufactured;
- Candle manufacture and assembly, not including rendering;

- Carpet and rug manufacture and assembly;
- Cement products manufacture and assembly;
- Ceramic, clay and porcelain products manufacture and assembly;
- Chemical products manufacture and assembly, provided no fire or explosive hazard is created;
- Cold storage plants;
- Commercial advertising structure manufacture and assembly;
- Cork manufacture and assembly;
- Cosmetic, perfume and toiletry manufacture, not including refining or rendering of fats or oils;
- Cotton ginning and cotton wadding and linter manufacture and assembly;
- Dairy products manufactured and assembly;
- Die and pattern making manufacture and assembly;
- Drug and pharmaceutical manufacture and assembly;
- Electrical appliance, supplies and equipment manufacture and assembly, provided that no noxious or offensive fumes or odors are emitted;
- Electronic instrument and component manufacture and assembly; provided that no sensitive electronics or precision parts or equipment are used or manufactured;
- Firearms manufacture and assembly;
- Food and food products manufacture and assembly;
- Forklift rental, sales, service and storage;
- ~~— Freight forwarding terminals;~~
- Furniture manufacture and assembly;
- Glass and glass products manufacture;
- Grain elevators;
- Graphite and graphite product manufacture and assembly;
- Gravel, rock and cement yards;
- Hardware and hand tool manufacture and assembly;
- Ink manufacture and assembly;

- Jute, hemp, sisal and oakum manufacture and assembly;
- Laboratories devoted to experimentation, research and development, with no sensitive electronic or precision parts or equipment;
- Leather and finishing and dyeing, not including tanning and curing;
- Light sheet metal product manufacture and assembly;
- Lumberyards, not including planing mills or sawmills;
- Machine shops, not using drop hammers, automatic screw machines or punch presses with a rated capacity of over twenty tons;
- Machine tool manufacture and assembly;
- Machinery manufacture, including light and heavy machines and appliances;
- Manufacturing, assembling, compounding, packaging and processing from the following previously prepared materials:
 - bone,
 - canvas,
 - cellophane,
 - cellulose,
 - cloth,
 - cork,
 - feathers,
 - felt,
 - fiber and synthetic fiber,
 - fur,
 - glass,
 - hair,
 - horn,
 - leather,
 - paint (not using a boiling process),
 - paper,

- plastics,
- precious or semiprecious metals or stones,
- rubber and synthetic rubber,
- shell,
- straw,
- textiles,
- tobacco,
- wood;
- Mattress manufacture and assembly;
- Meat product manufacture and assembly not including slaughtering and glue size manufacture;
- Medical hardware manufacture and assembly;
- Metal alloy and foil manufacture and assembly;
- Metal casting and foundries not including magnesium foundries;
- Metal container manufacture and assembly;
- Metal finishing and plating;
- Metal products manufacture through stamping or extrusion of small items such as pins, buttons and kitchen utensils;
- Motion picture and television production;
- Motor and generator manufacture and assembly;
- Motor testing of internal combustion engines;
- Musical instrument manufacture and assembly, provided that no sensitive electronics or precision parts of equipment are used or manufactured;
- Optical goods manufacture and assembly;
- Painting, enameling and lacquering shops;
- Paper product manufacture and assembly;
- Paraffin product manufacture and assembly;
- Parking lots improved according to the standards for required off-street parking facilities;

- Plastics manufacture and assembly;
- Precious metals reduction, smelting and refining;
- Precision instrument manufacture and assembly, provided that no sensitive electronics or precision parts of equipment are used or manufactured;
- Printing, publishing, lithographing, engraving and binding;
- Railroad freight stations, repair shops and yards;
- Railroad stations;
- Retail stores incidental to and on the same site with a permitted use;
- Rubber product manufacture and assembly;
- Salt works;
- Sandblasting;
- Scientific, medical, dental and drafting instrument manufacture and assembly;
- Shoe polish manufacture and assembly;
- Small boat manufacture and assembly, not including ship building;
- Starch and dextrine manufacture and assembly;
- Steel product manufacture and assembly;
- Stone products manufacture and assembly, including items such as abrasives;
- Storage, sorting, collecting or baling of iron, junk, paper, rags, or scrap metal within a completely enclosed structure;
- Storage yards for commercial vehicles;
- Textile bleaching;
- Textile, knitting and hosiery mills;
- Tobacco curing and processing;
- Trailer rentals, sales and service;
- Transit yards;
- Trucking terminals;
- Union halls;
- ~~— Warehouse, except for storage of flammable liquids;~~

- Watch and clock manufacture and assembly, provided that no sensitive electronics or precision parts of equipment are used or manufactured;
- Welding shops;
- Wire and cable manufacture and assembly;
- Wood and lumber processing and woodworking;
- Wool scouring and pulling;
- Accessory structures located on the same site with and necessary for the operation of a permitted use.

17.24.040 - Conditional uses.

Conditional uses shall be permitted in the respective M industrial districts according to the appropriate list below, subject to securing a use permit. The planning director may determine if a use permit is required for accessory structures and uses located on the same site with and necessary for the operation of a conditional use.

A. Conditional uses permitted in the high technology park district (MT-1):

- Accessory commercial uses when in conformity with an adopted specific plan;
- Biotechnology research, development and manufacturing operations;
- Hotels and motels, including restaurants and lounge bars as an integral part thereof, but excluding live and filmed entertainment;
- Planned unit developments as provided in Chapter 17.40;
- Public and private utility facilities and equipment;
- Railroad stations when in conformity with an adopted specific plan;
- Restaurants;
- Schools and colleges when in conformity with an adopted specific plan;
- Warehouse, except for storage of flammable liquids/distribution operations. Notwithstanding, Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming warehouse use shall not be considered abandoned until seven ten (7 10) years of non-operation or change to a conforming use notwithstanding Section 17.68.080 (Restoration after Destruction) a nonconforming warehouse can be replaced even if damaged/destroyed up to one hundred percent (100%).

B. Conditional uses permitted in the industrial technology park district (MT):

- Biotechnology research, development and manufacturing operations;
- Planned unit developments as provided in Chapter 17.40;

- Public and private utility facilities and equipment;
- Public buildings and grounds;

Warehouse, except for storage of flammable liquids/distribution operations.- Notwithstanding, section 17.68.070 (Abandonment of Nonconforming use), a nonconforming warehouse use shall not be considered abandoned until seven ten (7 10) years of non-operation or change to a conforming use and notwithstanding 17.68.080 (Restoration after Destruction) a nonconforming warehouse can be replaced even if damaged/destroyed up to one hundred percent (100%).

C. Conditional uses permitted in the industrial park district (MP):

- Financial institutions;
- Planned unit developments as provided in Chapter 17.40;
- Public buildings and grounds;
- Public and private utility facilities and equipment;
- Restaurants;
- Service stations, subject to the following conditions:
 1. All operations except gasoline sales and automobile washing shall be conducted in buildings enclosed on at least three sides,
 2. No gasoline pump island shall be located closer than twenty feet to any property line,
 3. No rental of trailers, hand tools, garden tools, power tools and other similar equipment as an incidental part of the service station operation,
 4. No major automobile repairs, such as engine overhaul, transmission and differential repair, body and fender work, and other repairs of a similar nature shall be performed;
- Technical and trade schools;
- The uses listed below shall be permitted with a conditional use permit, provided that on the basis of the use permit application and evidence submitted, the planning commission makes the following findings in addition to the findings prescribed for granting a use permit:
 1. That consideration of all the determinable characteristics of the use which is the subject of the application indicates that the use has the same essential characteristics as the uses permitted in the MP district with respect to method of operation, type of process, materials, equipment, structures, storage and appearance,
 2. That the use will not create significantly more vehicular or rail traffic than the volumes normally created by uses permitted in the MP district,

3. That the use reasonably can be expected to conform with the special conditions prescribed in Section 17.24.120 for uses permitted in the MP district,

Uses:

- Automobile repairing and refurbishing within enclosed buildings,
- Battery manufacture and assembly,
- Boat manufacture and assembly of small boats only, not including shipbuilding,
- Box factories and cooperage,
- Breweries, distilleries and wineries,
- Building materials manufacture and assembly, not including cement, clay and metal products,
- Bus depots,
- Candle manufacture and assembly, not including rendering,
- Carpet and rug manufacture and assembly,
- Cork manufacture and assembly,
- Cotton ginning and cotton wadding and linter manufacture and assembly,
- Dairy products plants,
- Food and food product manufacture, provided that no noxious or offensive fumes or odors are emitted,
- Freight forwarding terminals, Notwithstanding Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming freight forwarding terminal use shall not be considered abandoned until seven ten (7 10) years of non-operation or change to a conforming use and notwithstanding Section 17.68.080 (Restoration after Destruction) a nonconforming freight forwarding terminal can be replaced even if damaged/destroyed up to one hundred percent (100%).
- Furniture manufacture and assembly,
- Glass and glass product manufacture and assembly,
- Lumberyards, not including planing mills or sawmills,
- Machine shops, not using drop hammers, automatic screw machines or punch presses with a rated capacity of over twenty tons,
- Mattress manufacture and assembly,
- Metal container manufacture and assembly

- Metal finishing and plating,
- Motor and generator manufacture and assembly
- Painting, enameling and lacquering shops,
- Paper product manufacture and assembly,
- Paraffin product manufacture and assembly,
- Plastics manufacture and assembly,
- Porcelain manufacture and assembly,
- Railroad stations,
- Shoe polish manufacture and assembly,
- Storage yards for commercial vehicles,
- Trailer rentals, sales and service,
- Transit yards,
- Trucking terminals,
- Watchman's living quarters incidental to and on the same site with a permitted use,
- Warehouse, except for storage of flammable liquids/distribution operations, Notwithstanding Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming warehouse use shall not be considered abandoned until seven ten (7 10) years of non-operation or change to a conforming use and notwithstanding 17.68.080 (Restoration after Destruction) a nonconforming warehouse can be replaced even if damaged/destroyed up to one hundred percent (100%).
- Welding shops,
- Woodworking shops, including only incidental millwork conducted within a completely enclosed structure.

D. Conditional uses permitted in the limited industrial district (ML):

- Automobile washing, including the use of mechanical conveyors, blowers and steam cleaning;
- Financial institutions;
- Freight forwarding terminals; Notwithstanding Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming Freight forwarding terminal use shall not be considered abandoned until seven 10 (7 10) years of non-operation or change to a conforming use and notwithstanding Section 17.68.080 (Restoration after Destruction) a

nonconforming freight forwarding terminal can be replaced even if damaged/destroyed up to one hundred percent (100%).

- Planned unit developments as provided in Chapter 17.40;
- Public buildings and grounds;
- Public and private utility facilities and equipment;
- Restaurants;
- Service stations, subject to the following conditions:
 1. All operations except gasoline sales and automobile washing shall be conducted in buildings enclosed on at least three sides,
 2. No gasoline pump island shall be located closer than twenty feet to any property line,
 3. No rental of trailers, hand tools, garden tools, power tools and other similar equipment as an incidental part of the service station operation;

— Technical and trade schools;

— The uses listed below shall be permitted with a conditional use permit, provided that on the basis of the use permit application and evidence submitted, the planning commission makes the following findings in addition to the findings prescribed for granting a use permit:

1. That consideration of all the determinable characteristics of the use which is the subject of the application indicates that the use has the same essential characteristics as the uses permitted in the ML district with respect to method of operation, type of process, materials, equipment, structures, storage and appearance,
2. That the use will not create significantly more vehicular or rail traffic than the volumes normally created by uses permitted in the ML district,
3. That the use reasonably can be expected to conform with the special conditions prescribed in Section 17.24.120 for uses permitted in the ML district,

Uses:

- Aircraft and aircraft accessories and parts manufacture and assembly,
- Automobile, truck and trailer manufacture and assembly, including accessories and parts,
- Boiler works,
- Cement product manufacture and assembly,

- Chemical product manufacture and assembly provided no fire or explosive hazard is created,
- Clay product manufacture and assembly,
- Firearms manufacture and assembly,
- Food processing, roasting, refining, pasteurizing and extracting, not including processing of meat or fish,
- Grain elevators,
- Graphite and graphite process manufacture and assembly,
- Gravel, rock and cement yards,
- Ink manufacture and assembly,
- Jute, hemp, sisal and oakum products manufacture and assembly,
- Leather and fur finishing and dyeing, not including tanning and curing,
- Machine tool manufacture and assembly,
- Machinery manufacture and assembly, including light and heavy machines and appliances,
- Meat product processing and packaging, not including slaughtering and glue size manufacture,
- Metal alloy and foil manufacture and assembly,
- Metal casting and foundries not including magnesium foundries,
- Motor testing of internal combustion engines,
- Precious metals reduction, smelting and refining
- Railroad freight stations, repair shops and yards,
- Rubber product manufacture and assembly,
- Salt works,
- Sandblasting,
- Starch and dextrine manufacture and assembly
- Steel and structural steel product manufacture and assembly,
- Stone product manufacture and assembly, including items such as abrasives,

— Storage, sorting, collecting or baling of iron, junk, paper, rags, or scrap metal within a completely enclosed structure,

— Textile bleaching,

— Textile, knitting and hosiery mills,

— Tobacco curing and processing,

— Warehouse, except for storage of flammable liquids/distribution operations, Notwithstanding Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming warehouse use shall not be considered abandoned until seven ten (7 10) years of non-operation or change to a conforming use and notwithstanding Section 17.68.080 (Restoration after Destruction) a nonconforming warehouse can be replaced even if damaged/destroyed up to one hundred percent (100%).

— Watchman's living quarters incidental to and on the same site with a permitted use,

— Wire and cable manufacture and assembly,

— Wood and lumber processing and woodworking,

— Wool scouring and pulling.

E. Conditional uses permitted in the general industrial district (MG):

— Airports and heliports;

— Asphalt and asphalt product manufacture and assembly;

— Automobile washing, including the use of mechanical conveyors, blowers and steam cleaning;

— Cement, lime, gypsum and plaster of paris manufacture;

— Charcoal, lampblack and fuel briquette manufacture;

— Chemical manufacture with potential fire or explosive hazard;

— Coal, coke and tar products manufacture and assembly;

— Drop forges;

— Explosives manufacture and assembly, including fireworks;

— Film manufacture and assembly;

— Financial institutions;

— Fish products manufacture;

— Freight forwarding terminals; Notwithstanding Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming freight forwarding terminal use shall not be considered abandoned until seven ten (7 10) years of non-operation or change to a conforming use and notwithstanding Section 17.68.080 (Restoration after Destruction) a nonconforming freight forwarding terminal can be replaced even if damaged/destroyed up to one hundred percent (100%).

- Gas manufacture and storage;
- Gelatin, glue or size manufacture from animal or fish refuse;
- Lard manufacture;
- Linoleum or oil cloth manufacture and assembly;
- Magnesium foundries;
- Manure, peat and topsoil processing and storage;
- Match manufacture and assembly;
- Metal and metal ores reduction, refining, smelting and alloying;
- Motor vehicle wrecking yards;
- Paint manufacture including enamel, lacquer, shellac, turpentine and varnish;
- Paper manufacture and assembly;
- Petroleum and petroleum products refining;
- Planned unit developments as provided in Chapter 17.40;
- Public and private utility facilities and equipment;
- Public buildings and grounds;
- Recycling plants;
- Restaurants;
- Rifle ranges;
- Rolling mills;
- Rubber manufacture or processing;
- Sensitive electronic or precision parts or equipment used or manufactured as part of a permitted use;
- Service stations, subject to the following conditions:

1. All operations except gasoline sales and automobile washing shall be conducted in buildings enclosed on at least three sides,
 2. No gasoline pump island shall be located closer than twenty feet to any property line,
 3. No rental of trailers, hand tools, garden tools, power tools and other similar equipment as an incidental part of the service station operation;
- Soap manufacture including rendering of fats or oils;
 - Steam plants;
 - Storage of flammable liquids;
 - Tallow manufacture;
 - Tanneries and storage and curing of rawhides;
 - Technical and trade schools;
 - Warehouse, except for storage of flammable liquids/distribution operations; Notwithstanding Section 17.68.070 (Abandonment of Nonconforming use), a nonconforming warehouse use shall not be considered abandoned until seven ten (7 10) years of non-operation or change to a conforming use and notwithstanding Section 17.68.080 (Restoration after Destruction) a nonconforming warehouse can be replaced even if damaged/destroyed up to one hundred percent (100%).
 - Watchman's living quarters incidental to and on the same site with a permitted use;
 - Wood and bones distillation;
 - Wood pulp and fiber reduction and processing.

F.13 Approving the Union City/Newark Multi-Jurisdiction Hazard Mitigation Plan: Volume 1 and Newark's portion of Volume 2 - from Assistant City Manager Grindall. (RESOLUTION)

Background/Discussion – In 2016, the cities of Union City and Newark and special districts within their operational areas embarked on a planning process to prepare for and lessen the impacts of specified natural hazards by creating the Union City/Newark Multijurisdictional Hazard Mitigation Plan. Responding to federal mandates in the Disaster Mitigation Act of 2000 (Public Law 106-390), the partnership was formed to pool resources and to create a uniform hazard mitigation strategy that can be consistently applied to the defined planning area and used to ensure eligibility for specified grant funding success. The cities of Union City and Newark entered into an agreement with Tetra Tech, Inc. to facilitate the development of the Plan.

This effort represents the third comprehensive update to the initial hazard mitigation plan, approved by the Federal Emergency Management Agency (FEMA) in November of 2005 and developed in partnership with the Association of Bay Area Governments (ABAG), as well as a return to a truly regional effort following the 2010 planning process. The 5 member coalition of partners involved in this program includes; Union City, Newark, Alameda County Water District, Union Sanitary District and Newark Unified School District. The planning area for the hazard mitigation plan was defined as the Union City/Newark Operational Area. The result of the organizational effort is a FEMA and California Office of Emergency Services (CalOES) approved multi-jurisdictional, multi-hazard mitigation plan.

Mitigation is defined in this context as any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event. Mitigation planning is the systematic process of learning about the hazards that can affect the community, setting clear goals, identifying appropriate actions and following through with an effective mitigation strategy. Mitigation encourages long-term reduction of hazard vulnerability and can reduce the enormous cost of disasters to property owners and all levels of government. Mitigation can also protect critical community facilities, reduce exposure to liability, and minimize post-disaster community disruption.

The hazard identification and profiling in the hazard mitigation plan addresses the following hazards of concern within the planning area:

1. Dam failure
2. Drought
3. Earthquake
4. Flood
5. Landslide
6. Severe weather
7. Tsunami
8. Wildfire

Climate change is incorporated as a summary assessment of current and anticipated impacts for each identified hazard of concern.

With the exception of dam failure, this plan does not provide a full risk assessment of human-caused hazards. However, brief, qualitative discussions of the following hazards of interest are included: terrorism, cyber threats, hazardous materials release, pipeline and tank failure, and airline incidents.

A Planning Team consisting of local officials has taken the lead in developing the hazard mitigation plan. All participating local jurisdictions have been responsible for assisting in the development of the hazard and vulnerability assessments and the mitigation action strategies for their respective jurisdictions and organizations. The Plan presents the accumulated information in a unified framework to ensure a comprehensive and coordinated plan covering the entire Union City/Newark Operational Area. Each jurisdiction has been responsible for the review and approval of their individual sections of the Plan.

Additionally, the plan has been aligned with the goals, objectives and priorities of the State's multi-hazard mitigation plan.

A 16 member Steering Committee (SC) composed of representative stakeholders was formed early in the planning process to guide the development of the Plan. In addition, residents were asked to contribute by sharing local knowledge of their individual area's vulnerability to natural hazards based on past occurrences. Public involvement has been solicited via a comprehensive public outreach campaign that included two rounds of public meetings, web-based information, a questionnaire, and multiple social media updates.

Benefits of Plan Adoption

Once the hazard mitigation plan is adopted by all of the jurisdictional partners and approved by FEMA, the partnership will collectively and individually become eligible to apply for hazard mitigation project funding from both the Pre-Disaster Mitigation Grant Program (PDM) and the Hazard Mitigation Grant Program (HMGP). The Pre-Disaster Mitigation Grant Program is a competitive grant program which provides funds to State, Tribal, and local governments for pre-disaster mitigation planning and projects primarily addressing natural hazards. Cost-Effective pre-disaster mitigation activities reduce risk to life and property from natural hazard events before a natural disaster strikes, thus reducing overall risks to the population and structures, while also reducing reliance on funding from actual disaster declarations. The Hazard Mitigation Grant Program (HMGP) is authorized under Section 404 of the Stafford Act, the program administered by FEMA provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration. The purpose of the program is to reduce the loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the immediate recovery from a disaster.

Next Steps

Upon adoption of Volume I and Newark Annex of Volume II of the Union City/Newark Multijurisdictional Area Hazard Mitigation Plan Update (HMP), Newark will be eligible to apply for specified grants. The attached Local Hazard Mitigation Plan has been approved by Cal OES and FEMA. The grant funds are made available to states and local governments and can be used to implement the long-term hazard mitigation measures specified within the City's annex of the HMP before and after a major disaster declaration. The HMP is considered a living document such that, as awareness of additional hazards develops and new strategies and projects are conceived to offset or prevent losses due to natural disasters, the HMP will be evaluated and revised on a continual 5-year time frame.

In a future action Staff will bring a General Plan Amendment forward to formally include the Mitigation Plan in the City's General Plan.

Attachments

Action - Staff recommends that the Council, by resolution, adopt the Union City/Newark Multi-Jurisdiction Hazard Mitigation Plan: Volume 1 and the Newark specific portion of Volume 2.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ADOPTING THE UNION CITY/NEWARK MULTI-
JURISDICTION HAZARD MITIGATION PLAN: VOLUME 1
AND THE NEWARK SPECIFIC PORTION OF VOLUME 2

WHEREAS, all of the Union City/Newark Operational Area has exposure to natural hazards that increase the risk to life, property, environment and the County's economy; and

WHEREAS; pro-active mitigation of known hazards before a disaster event can reduce or eliminate long term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre and post-disaster hazard mitigation programs; and

WHEREAS; a coalition of Union City/Newark Operational area, Cities, Towns and Special Districts with like planning objectives has been formed to pool resources and create consistent mitigation strategies within the Union City/Newark Operational Area; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy; and

WHEREAS, the Union City/Newark Multijurisdictional Hazard Mitigation Plan is exempt from CEQA per Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby:

- 1.) Adopts in its entirety, Volume I and the Introduction, Chapter 3 – City of Newark, the Addendum, and the Appendices of Volume II of the Union City/Newark Multijurisdictional Hazard Mitigation Plan (HMP);
- 2.) Will use the adopted and approved portions of the HMP to guide pre- and post-disaster mitigation of the hazards identified;
- 3.) Will coordinate the strategies identified in the HMP with other planning programs and mechanisms under its jurisdictional authority;
- 4.) Will continue its support of the Steering Committee and continue to participate in the Planning Partnership as described by the HMP; and
- 5.) Will help to promote and support the mitigation successes of all HMP Planning Partners.

Due to the size of the attachments, they have been posted as separate documents.



City of Newark

MEMO

DATE: July 17, 2017

TO: City Council

FROM: Sheila Harrington, City Clerk

SH

SUBJECT: Approval of Audited Demands for the City Council Meeting of July 27, 2017.

REGISTER OF AUDITED DEMANDS

US Bank General Checking Account

Check Date

Check Numbers

June 07, 2017	Page 1-2	111633 to 111687	Inclusive
June 13, 2017	Page 1-2	111688 to 111759	Inclusive



City of Newark

MEMO

DATE: July 17, 2017

TO: Sheila Harrington, City Clerk

FROM: Susie Woodstock, Administrative Services Director *skw*

SUBJECT: Approval of Audited Demands for the City Council Meeting of July 27, 2017.

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

1

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

Bank 1001- US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
111633	332	ADAMSON POLICE PRODUCTS	07/07/17	438.94	POLICE SUPPLIES
111634	8895	ALAMEDA COUNTY ENVIRONMENTAL HEALTH	07/07/17	7,435.00	CUPA REGULATORY FEES
111635	14	ALPINE AWARDS	07/07/17	3,598.05	T-SHIRT/AWARDS/PROMO ITEMS
111636	776	AMERICAN PUBLIC WORKS ASSOCIATION	07/07/17	200.00	ANNUAL MEMBERSHIP TO APWA
111637	8256	ADITYA T BABU	07/07/17	1,015.00	RECREATION CONTRACT
111638	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	07/07/17	121.98	BATTERIES
111639	4534	BAY AREA BARRICADE SERVICE INC	07/07/17	480.16	PROJECT 1135 - FY 2016-17 REGULATORY & S
111640	11458	GINA BRAVO	07/07/17	909.50	RECREATION CONTRACT
111641	9888	BUREAU VERITAS NORTH AMERICA INC.	07/07/17	8,688.02	BLDG PLAN REVIEW SERVICES
111642	1004	CPRS	07/07/17	1,820.00	FY 17/18 AGENCY MEMBERSHIP
111643	10793	JOSE ANDRADE	07/07/17	300.00	RENTAL DEPOSIT REFUND
111644	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	07/07/17	58.75	PUBLIC HEARING NOTICES
111645	41	DALE HARDWARE	07/07/17	609.76	MISC PARTS FLEET
111646	63	THE GOODYEAR TIRE & RUBBER CO	07/07/17	1,426.82	TIRES
111647	10794	DUKE DE LEON	07/07/17	255.00	VIDEO RECORDING SERVICES
111648	11081	DEPARTMENT OF GENERAL SERVICES DIVISION	07/07/17	93.30	CA STATE CASP FEES
111649	11404	ALHAMBRA	07/07/17	669.85	WATER SERVICE
111650	10575	ALHAMBRA	07/07/17	73.14	WATER SERVICE FOR SUMMER DAY CARE
111651	10725	DAVID HIGBEE	07/07/17	2,217.66	EE COMP LOAN PROGRAM
111652	10478	EUGENE'S HOME APPLIANCE SERVICE	07/07/17	569.57	APPLIANCE REPAIR
111653	11431	EXTENDED STAY AMERICA	07/07/17	2,254.20	PATROL POST TRAINING
111654	1120	FORENSIC ANALYTICAL SCIENCES, INC	07/07/17	487.00	LAB TESTS
111655	11112	FREMONT CHRYSLER DODGE JEEP RAM	07/07/17	1,124.53	FLEET PARTS
111656	4441	FREMONT UNIFIED SCHOOL DISTRICT TRANSPOR	07/07/17	408.00	BUS TRANSPORT FOR SDC
111657	3228	GRAINGER	07/07/17	103.90	PARTS FOR SILLIMAN POOL
111658	11308	HAPPY BIRDS	07/07/17	700.00	PERFORMANCE FOR SDC & CHILD CARE
111659	11443	HIROSHI ICHIMURA	07/07/17	977.40	RECREATION CONTRACT
111660	11389	ISH AMITQJ KAUR	07/07/17	1,462.80	RECREATION CONTRACT
111661	10192	SITEONE LANDSCAPE SUPPLY	07/07/17	275.07	IRRIGATION SUPPLIES
111662	11377	KELCO SERVICES INC	07/07/17	1,175.00	TESTING COMM CENTER
111663	6786	STACEY KENISON	07/07/17	25.07	EXPENSE REIMBURSEMENT
111664	10486	SHAKATI KHALSA	07/07/17	220.00	RECREATION CONTRACT
111665	1452	MISA LEAL	07/07/17	140.00	EXPENSE REIMBURSEMENT
111666	6713	DAVID LEE	07/07/17	616.22	EXPENSE REIMBURSEMENT
111667	11467	SOPIA MANGALAM	07/07/17	22.87	EXPENSE REIMBURSEMENT
111668	11309	MANUEL FERNANDEZ CONSTRUCTION	07/07/17	140.00	SUMMER CLEANING COMM CENTER
111669	11271	MASAKOS MUSIC STUDIO MASAKO YAMAMOTO	07/07/17	653.40	RECREATION CONTRACT
111670	349	PACIFIC GAS & ELECTRIC	07/07/17	14.12	GAS & ELECTRIC CHARGES
111671	10709	PARS LIGHTING PRODUCTS CO	07/07/17	763.86	LIGHTING SUPPLIES
111672	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	07/07/17	284.00	PEST CONTROL SILLIMAN
111673	329	PHOENIX GROUP INFORMATION SYSTEMS	07/07/17	205.90	PARKING CITATION PROGRAM
111674	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	07/07/17	369.27	NO PARKING SIGNS
111675	11412	PROSHRED SFBA	07/07/17	140.00	SHREDDING SVCS
111676	4176	MICHAEL QUEBEC	07/07/17	582.00	RECREATION CONTRACT
111677	11520	MELANIE SADEK	07/07/17	100.00	COMMUNITY ENGAGEMENT PROGRAM
111678	112	WILLE ELECTRICAL SUPPLY CO INC	07/07/17	58.58	ELECTRICAL SUPPLIES SILLIMAN
111679	377	SIMON & COMPANY INC	07/07/17	1,780.44	LEGISLATIVE SERVICES
111680	1683	S.B.R.P.S.T.C.	07/07/17	169.00	PATROL POST TRAINING
111681	40	STAPLES ADVANTAGE DEPT LA	07/07/17	1,962.93	OFFICE SUPPLIES
111682	11396	SWA SERVICES GROUP INC	07/07/17	267.91	JANITORIAL SERVICES
111683	1765	TEMPERATURE TECHNOLOGY INC	07/07/17	2,087.93	HVAC CONTRACTOR

Final Disbursement List. Check Date 07/07/17, Due Date 07/17/17, Discount Date 07/17/17. Computer Checks.
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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
111684	1476	THE OAKLAND ZOO SCHOOL PROGRAMS REGISTRA	07/07/17	627.50	SDC TRIP TO OAKLAND ZOO
111685	5623	VERIZON WIRELESS	07/07/17	3,684.26	IPHONE SVC
111686	5623	VERIZON BUSINESS SERVICES	07/07/17	610.77	CELL SVC FOR MDT'S
111687	5050	WEST COAST ARBORISTS INC	07/07/17	3,110.25	EMERGENCY TREE WORK
Total				58,584.68	

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
111688	11524	ACCESS DOOR SOLUTIONS	07/13/17	17,567.85	CIP #1155: SILLIMAN CENTER AUTOMATIC DOO
111689	5821	ALL CITY MANAGEMENT SERVICES, INC	07/13/17	2,872.80	CROSSING GUARD SVCS
111690	11430	ALLTECH PETRO INC.	07/13/17	620.84	REPAIR OF FUEL PUMPS AND PARTS
111691	14	ALPINE AWARDS	07/13/17	802.58	T-SHIRTS/AWARDS
111692	8414	ANDRE'S MECHANICAL & GENERAL ENGINEERING	07/13/17	1,020.00	SUMP PUMP CITY HALL
111693	11362	ANNETTE PAREDES	07/13/17	35.72	EXPENSE REIMBURSEMENT
111694	3665	BRUCE'S TIRE	07/13/17	208.24	TIRES FOR FLEET
111695	1513	BURTON'S FIRE INC	07/13/17	424.54	FIRE ENGINE SERVICE/REPAIR
111696	11381	CLARK'S HOME AND GARDEN, INC.	07/13/17	871.52	SOIL MIXES AND GRAVEL
111697	3751	BRYAN COBB	07/13/17	29.80	EXPENSE REIMBURSEMENT
111698	10060	COMCAST	07/13/17	190.02	CABLE TV
111699	1109	CAPITAL ONE COMMERCIAL	07/13/17	2,235.52	SUPPLIES
111700	10793	ANGELA GREENLEE	07/13/17	40.00	RENTAL DEPOSIT REFUND
111701	10793	PIRU YU	07/13/17	300.00	RENTAL DEPOSIT REFUND
111702	10793	YUN LIU	07/13/17	300.00	RENTAL DEPOSIT REFUND
111703	10793	CARESSA C DANIEL	07/13/17	100.00	RENTAL DEPOSIT REFUND
111704	10793	TONYA CONNOLLY	07/13/17	285.00	RENTAL DEPOSIT REFUND
111705	10793	DEBBIE DASILVA	07/13/17	300.00	RENTAL DEPOSIT REFUND
111706	11499	DEERE & COMPANY AG & TURF CBD & GOVERNME	07/13/17	24,324.43	JOHN DEER MOWER & WARRANTY PROJECT 2017-
111707	7631	DELTA DENTAL	07/13/17	7,362.37	PAYROLL - DENTAL PREMIUM JULY'17
111708	7183	DEMARAY'S GYMNASTICS ACADEMY	07/13/17	945.10	RECREATION CONTRACT
111709	11259	KATHRYN DENNIS	07/13/17	59.71	EXPENSE REIMBURSEMENT
111710	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	07/13/17	580.00	FINGERPRINTING FEES
111711	11015	EAST BAY LAWN MOWER	07/13/17	100.00	MISC PARTS
111712	310	EQUIFAX INFORMATION SVCS LLC	07/13/17	152.52	CREDIT BUREAU REPORTS
111713	10642	FASTENAL COMPANY	07/13/17	3,974.54	HARDWARE & FASTENERS
111714	11493	ROBERT FERGUSON	07/13/17	751.80	RECREATION CONTRACT
111715	11400	DAN FRANKE	07/13/17	200.00	RESERVE UNIFORM ALLOWANCE
111716	5106	CITY OF FREMONT REVENUE DIVISION	07/13/17	24,606.52	SHELTER OPERATING EXPS
111717	11157	JASON GERMANO	07/13/17	200.00	RESERVE UNIFORM ALLOWANCE
111718	3228	GRAINGER	07/13/17	69.18	PARTS FOR SILLIMAN POOL
111719	1591	PHILIP H HOLLAND	07/13/17	200.00	RESERVE UNIF ALLOWANCE
111720	1457	HOME DEPOT CREDIT SERVICES DEPT. 32 - 25	07/13/17	1,182.97	MISC PARTS
111721	10663	HOSE & FITTING ETC	07/13/17	29.12	HYDRAULIC HOSES, PARTS & REPAIRS
111722	7593	BRUCE HOWCROFT	07/13/17	200.00	RESERVE UNIF ALLOWANCE
111723	11502	JOSEPH HUNTER	07/13/17	1,020.00	EXPENSE REIMBURSEMENT
111724	11123	I PIZZA	07/13/17	2,592.50	PIZZAS FOR CAFE AND PARTIES
111725	73	THE ED JONES CO INC	07/13/17	1,772.54	BADGES & INSIGNIA
111726	11532	KELLY SERVICES	07/13/17	792.00	TEMP SERVICES AGENCY: OFFICE ASSISTANT
111727	5069	KIDZ LOVE SOCCER, INC.	07/13/17	1,004.40	RECREATION CONTRACT
111728	1452	MISA LEAL	07/13/17	126.63	EXPENSE REIMBURSEMENT
111729	11467	SOFIA MANGALAM	07/13/17	13.00	EXPENSE REIMBURSEMENT
111730	11482	MARCI MARINO	07/13/17	305.00	PAYROLL DEDUCTION - SS PAYMENTS FOR PR07
111731	11536	MADISYN MCCANE	07/13/17	14.04	EXPENSE REIMBURSEMENT
111732	6	KAREN MORALDA	07/13/17	46.17	EXPENSE REIMBURSEMENT
111733	10710	MUNICIPAL CODE CORPORATION	07/13/17	450.00	ADMINISTRATIVE SUPPORT FEE 6/1/2017 TO 5
111734	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	07/13/17	6,719.29	FLEET PARTS
111735	10865	NEW IMAGE LANDSCAPE	07/13/17	360.00	LANDSCAPE MAINTENANCE
111736	11272	NICHOLAS CUEVAS	07/13/17	26.94	EXPENSE REIMBURSEMENT
111737	349	PACIFIC GAS & ELECTRIC	07/13/17	107.79	STREETLIGHTS AND TRAFFIC SIGNALS
111738	10729	PETTY CASH CUSTODIAN-CASHIER RAQUEL THOM	07/13/17	48.43	PETTY CASH RELPENISHMENT

Final Disbursement List. Check Date 07/13/17, Due Date 07/24/17, Discount Date 07/24/17. Computer Checks.

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
111739	10729	PETTY CASH CUSTODIAN-POLICE BEVERLY RYAN	07/13/17	653.34	PETTY CASH REPLENISHMENT
111740	10729	PETTY CASH CUSTODIAN-PUBLIC WORKS MYVAN	07/13/17	80.79	PETTY CASH REPLENISHMENT
111741	10729	PETTY CASH CUSTODIAN-RECREATION CHERYL G	07/13/17	298.92	PETTY CASH REPLENISHMENT
111742	10729	PETTY CASH CUSTODIAN-MAINTENANCE/AMY DAV	07/13/17	153.18	PETTY CASH REPLENISHMENT
111743	1772	POWER MAINTENANCE CORPORATION	07/13/17	1,900.00	DISPATCH UPS SYSTEM
111744	9337	ELIZABETH DANSIE, M.A., M.F.C.C. PSYCHOL	07/13/17	11,100.00	PSYCH SVCS FY 17/18
111745	11234	RAY MORGAN COMPANY	07/13/17	2,922.84	COPIER LEASE AGREEMENT
111746	750	DARRYL REINA	07/13/17	2,675.00	RECREATION CONTRACT
111747	7885	RENNE SLOAN HOLTZMAN SAKAI PUBLIC LAW GR	07/13/17	928.24	LEGAL ADVICE FEES
111748	11375	RESIDENCE INN SAN JOSE SOUTH	07/13/17	5,907.17	ACADEMY TRAINEE HOTEL
111749	197	STATE BOARD OF EQUALIZATION	07/13/17	6,648.37	TAX IMPLEMENTATION
111750	11535	ANNE STEDLER	07/13/17	357.99	EXPENSE REIMBURSEMENT
111751	5463	MARY TEIXEIRA	07/13/17	8.03	EXPENSE REIMBURSEMENT
111752	5246	TURF STAR INC	07/13/17	323.27	MOWER & AMT PARTS & REPAIR
111753	6797	US BANK CORPORATE PAYMENT	07/13/17	11,301.85	US BANK CC PAYMENT 06/22/17
111754	7517	U S FOODS INC SAN FRANCISCO	07/13/17	725.33	FOOD FOR CAFE
111755	363	UNITED STATES POSTMASTER	07/13/17	3,190.00	POSTAGE FOR FALL ACTIVITIES GUDE
111756	5623	VERIZON WIRELESS	07/13/17	1,128.02	GPS TRACKERS
111757	10249	WASHINGTON URGENT CARE	07/13/17	80.00	VACCINATION SERVICES
111758	11417	WHOLESALE DISTRIBUTION ALLIANCE	07/13/17	958.74	RETAIL MERCHANDISE
111759	143	WILCO SUPPLY P O BOX 3047	07/13/17	35.09	MISC BUILDING PARTS
Total				159,917.59	