

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

Background/Discussion – At the April 27, 2017, meeting the City Council adopted Resolution No. 10,623 authorizing the City Manager, or Acting City Manager, to act on certain administrative matters, which should not be deferred until the next regularly scheduled meeting of the City Council. The City Council also directed the City Manager to report to the City Council after the recess on all such actions.

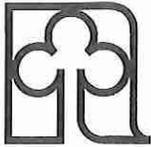
Administrative matters on which action was taken during the recess are noted in Exhibit A.

Attachment

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

EXHIBIT A

Date	Subject	Contract Number (if applicable)
8/09/17	Approve the consulting services contract with NHA Advisors, LLC for financial advisor services	C17037
8/14/17	Denial of claim of Crown Mfg. Co., Inc.	
8/15/17	Sign the Inter-Governmental Collaboration Agreement for the Completion of the Assessment of Fair Housing for CDBG Program	C17038



City of Newark

DATE: August 9, 2017
TO: John Becker, City Manager
FROM: Susie Woodstock, Administrative Services Director
SUBJECT: Financial Advisor Contract

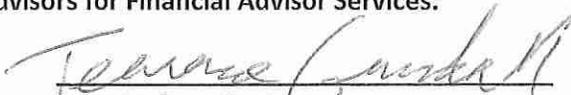
On May 18, 2017, a Request for Proposals was issued for Financial Advisor Services. This consultant will be assisting the City with issuing bonds for financing the Civic Center Project. Two firms submitted proposals. Proposals were reviewed and both firms participated in an interview process. The firm of NHA Advisors, LLC was selected. This firm demonstrated success in several similar projects and displays an ideology that matches the City's intent for the financing project.

The contract contains fees of \$25,000 for the initial work of evaluating and running analysis for the potential financing structures. A contract amendment will be issued for additional costs once the structure is determined for the debt issuance.

The consultant services will be funded by the Civic Center CIP project.

Recommendation – It is recommended that the City Manager approve the consulting services contract with NHA Advisors for Financial Advisor Services.

Pursuant to Newark Resolution No. 10,623, adopted April 27, 2017, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2017, I, John Becker, hereby approve the consulting services contract with NHA Advisors for Financial Advisor Services.



John Becker, City Manager



By

8-15-17

Date

CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS

This Service Agreement (hereinafter "Agreement") is made and entered into this 1ST day of August, 2017 by and between the CITY OF NEWARK, a municipal corporation ("City"), and NHA ADVISORS, LLC ("Consultant"), collectively the "Parties".

WITNESSETH:

WHEREAS, City requested proposals to perform the services generally including: Financial Advisory Services.

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

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

3. COMPENSATION.

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder for the initial phase of work shall not exceed the sum of twenty five thousand and No/100 Dollars (\$25,000.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

The costs for subsequent phases of work will be agreed upon in writing prior to initiation of the subsequent phases.

B. **Method of Billing.** To request payment, Consultant shall submit an invoice to City identifying Services performed and the charges therefore (including an identification of personnel who performed Services, hours worked, hourly rates, and reimbursable expenses), based upon Consultant’s billing rates (set forth on Exhibit “A” hereto).

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

Consultant agrees to include with all Subconsultants in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. A copy of this Agreement's Indemnity and Insurance provisions will be furnished to the Subconsultant upon request. The Consultant shall require all Sub-subconsultants to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any Services and will provide proof of compliance to the City.

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

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

8. INFORMATION AND DOCUMENTATION.

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

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

C. Ownership of Work Product. All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement ("Work Product"), whether complete or in progress, are the property of City and shall be given to City at the completion of Consultant's Services, or upon demand of City. Consultant shall have a right to make and keep copies of the Work Product except for any confidential information. Consultant shall not reveal the Work Product or the confidential information contained in the Work Product, or make it available, to any third party without the prior written consent of City.

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

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

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

12. **INSURANCE.** Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, subconsultants, or employees.

A. **Verification of Coverage.**

Consultant shall furnish City with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences.

Proof of Insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the City Risk Manager:

CITY OF NEWARK
Attn: Risk Manager
37101 Newark Boulevard
Newark, CA 94560

City reserves the right to require and obtain complete, certified copies of all required insurance policies and endorsements at any time. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. **Minimum Scope of Insurance.**

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CG 00 01 covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury; and
2. Insurance Services Office Form Number CA 00 01 covering Code 1, (any auto), or Code 8 (hired) and Code 9 (non-owned) if consultant has no owned autos; and
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance; and
4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

C. Minimum Limits of Insurance.

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

Consultant shall maintain limits no less than:

1. General Liability: **\$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(including products and completed operations, property damage, bodily injury, and personal and advertising injury)
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Errors and Omissions Liability: **\$1,000,000** per occurrence or claim; **\$2,000,000** aggregate.

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City Risk Manager. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, contractors, agents, and volunteers, or (2) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City Risk Manager or designee.

E. Claims Made Policies.

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

F. Wasting Policies.

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

G. Remedies.

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

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

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City Risk Manager. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

I. Other Insurance Provisions.

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

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

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

3. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled during the term of this Agreement without notice to City.

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

5. Deductibles and Self-Insured Retentions (SIR). All deductibles and self-insured retentions must be disclosed to the City Risk Manager for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

6. Subconsultants. Consultant shall include all subconsultants as insureds under its policies or shall require and verify separate certificates and endorsements have been obtained for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

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

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

9. Variation. The City Risk Manager may approve a variation in these insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interests are otherwise fully protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

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

14. INDEMNIFICATION/SAVE HARMLESS. To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type

arising out of or resulting from Consultant's performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, employees, agents, or subconsultants. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

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

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

Consultant/Subconsultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

16. TERM/TERMINATION.

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

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

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

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

NHA Advisors

CITY OF NEWARK

CRAIG HILL

SUSIE WOODSTOCK

Consultant

Administrator

Address: NHA Advisors, LLC
4040 Civic Center Drive, Ste
200
San Rafael, CA 94903
Attn: Craig Hill

City of Newark
Attn: Admin Services Director
37101 Newark Boulevard
Newark, CA 94560

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

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

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

not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,
a municipal corporation

NHA Advisors
LLC

By Terrace Bradford
City of Newark

By (GC)
Consultant

Date 8-15-17

Date 8/1/17

GERALD CRAIG HILL
Printed Name

Attest:
Sheila Harrington
City Clerk

Date 8/15/2017

Approved as to form:

[Signature]
City Attorney

Date 8-15-17

EXHIBIT A

SCOPE OF SERVICES, PAYMENT AND QUALIFICATIONS

EXHIBIT A

FINANCIAL ADVISORY & CONSULTING SCOPE OF SERVICES, COMPENSATION & DISCLOSURES

Consultant will work with City staff and other parties to develop funding strategies, options for project finance and other general advice for the proposed Civic Center Project as needed by City staff. The scope of work will generally include the following steps:

- Review City's existing general fund obligations
- Review City financials, budget and long-term projections
- Analyze long-term financial obligations
- Project revenue sources based on new revenue sources and growth projections
- Develop financial models assuming different general fund assumptions
- Calculate feasibility of refinancing any general fund obligations to maximize proceeds for proposed project and minimize impact on net general fund revenues
- Develop financing options
- Work with City staff to develop staff reports, memorandums and City Council presentations (as requested) for direction or input
- Provide advice, recommendations or quantitative analysis as requested by City staff

COMPENSATION

For work previously described, Consultant will be compensated based on time and materials required at the hourly rate schedule shown below.

Staff Allocation	Hourly Rate
Principal	\$325
Vice President	\$250
Associate	\$175
Analyst	\$125
Administrative	\$ 75

Out-of-Pocket - All expenses will be billed directly at cost to the City. Expenses will be limited to typical expenses necessary for completion of the services required, for example typical charges will include copying, mailing, shipping, and data purchase (if not provided by others). Travel will not be expensed. The maximum expense total will not exceed \$2,500.

Budget - Proposed budget for the Scope of Services, without further approval from the City, described above is \$25,000.

Duties and Disclosures. NHA Advisors, LLC is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board (“MSRB”). As such, NHA Advisors, LLC has a Fiduciary duty to City and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide City with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to City’s determination as to whether to proceed with a course of action or that form the basis for any advice provided to City; and
- d) undertake a reasonable investigation to determine that NHA Advisors, LLC is not forming any recommendation on materially inaccurate or incomplete information; NHA Advisors, LLC must have a reasonable basis for:
 - i. any advice provided to or on behalf of City;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by City, any other party involved in the municipal securities transaction or municipal financial product, or investors in City securities; and
 - iii. any information provided to City or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty

NHA Advisors, LLC must deal honestly and with the utmost good faith with City and act in City’s best interests without regard to the financial or other interests of NHA Advisors, LLC. NHA Advisors, LLC will eliminate or provide full and fair disclosure (included herein) to Issuer about each material conflict of interest (as applicable). NHA Advisors, LLC will not engage in municipal advisory activities with City as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in City’s best interests.

Conflicts of Interest and Other Matters Requiring Disclosures

- As of the date of the Agreement, there are no actual or potential conflicts of interest that NHA Advisors, LLC is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If NHA Advisors, LLC becomes aware of any potential conflict of interest that arise after this disclosure, NHA Advisors, LLC will disclose the detailed information in writing to City in a timely manner.
- The fee paid to NHA Advisors, LLC increases the cost of investment to City. The increased cost occurs from compensating NHA Advisors, LLC for municipal advisory services provided.
- NHA Advisors, LLC does not act as principal in any of the transaction(s) related to this Agreement.
- During the term of the municipal advisory relationship, this agreement will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within this agreement and the revised writing will be promptly delivered to City.

- NHA Advisors, LLC does not have any affiliate that provides any advice, service, or product to or on behalf of the client that is directly or indirectly related to the municipal advisory activities to be performed by NHA Advisors, LLC;
- NHA Advisors, LLC has not made any payments directly or indirectly to obtain or retain the City's municipal advisory business;
- NHA Advisors, LLC has not received any payments from third parties to enlist NHA Advisors, LLC's recommendation to City of its services, any municipal securities transaction or any municipal finance product;
- NHA Advisors, LLC has not engaged in any fee-splitting arrangements involving NHA Advisors, LLC and any provider of investments or services to City;
- NHA Advisors, LLC does not have any conflicts of interest from compensation for municipal advisory activities to be performed, that is contingent on the size or closing of any transactions as to which NHA Advisors, LLC is providing advice;
- NHA Advisors, LLC does not have any other engagements or relationships that might impair NHA Advisors, LLC ability either to render unbiased and competent advice to or on behalf of City or to fulfill its fiduciary duty to the City, as applicable; and
- NHA Advisors, LLC does not have any legal or disciplinary event that is material to the City's evaluation of the municipal advisory or the integrity of its management or advisory personnel.

Legal Events and Disciplinary History. NHA Advisors, LLC does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. City may electronically access NHA Advisors, LLC's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

Recommendations. If NHA Advisors, LLC makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by City and is within the scope of the engagement, NHA Advisors, LLC will determine, based on the information obtained through reasonable diligence of NHA Advisors, LLC whether a municipal securities transaction or municipal financial product is suitable for City. In addition, NHA Advisors, LLC will inform City of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which NHA Advisors, LLC reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for City; and

- whether NHA Advisors, LLC has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the City's objectives.

If City elects a course of action that is independent of or contrary to the advice provided by NHA Advisors, LLC, NHA Advisors, LLC is not required on that basis to disengage from City.

Record Retention. Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, NHA Advisors, LLC is required to maintain in writing, all communication and created documents between NHA Advisors, LLC and City for 5 years.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/31/2017

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

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

PRODUCER Phone: (858) 350-0555 Fax: (858) 350-0556 K T L BUSINESS INSURANCE SERVICES, INC. 322 8TH STREET SUITE # 101 DEL MAR CA 92014	CONTACT NAME: K T L Business Insurance Services, Inc. PHONE (A/C. No. Ext): (858) 350-0555 FAX (A/C. No.): (858) 350-0556 E-MAIL ADDRESS: kevin@ktlinsurance.com														
Agency Lic#: CA # 0D86601	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Sentinel Insurance Co., Ltd</td> <td>11000</td> </tr> <tr> <td>INSURER B : PHILADELPHIA INDEMNITY INSURANCE CO</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentinel Insurance Co., Ltd	11000	INSURER B : PHILADELPHIA INDEMNITY INSURANCE CO		INSURER C :		INSURER D:		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED NHA ADVISORS, LLC 4040 CIVIC CENTER DR STE 200 SAN RAFAEL CA 94903															

COVERAGES

CERTIFICATE NUMBER: 73455

REVISION NUMBER:

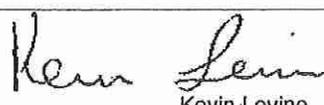
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			72SBMAK4728	02/01/17	02/01/18	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED. EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			72SBMAK4728	02/01/17	02/01/18	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE-POLICY LIMIT	\$
B	PROFESSIONAL LIABILITY			PHSD916871	02/06/17	02/06/18	EACH OCCURRENCE	1,000,000
							AGGREGATE	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THOSE USUAL TO THE INSURED'S OPERATIONS. CITY OF NEWARK, ITS OFFICERS, OFFICIALS, DIRECTORS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED PER THE BUSINESS LIABILITY COVERAGE FORM SS0008, ATTACHED TO THIS POLICY.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF NEWARK Attn: Risk Manager 37101 Newark Boulevard Newark, CA 94560 Attention:	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Kevin Levine
--	--

BUSINESS LIABILITY COVERAGE FORM

**QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY**

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. — Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

- (b) Performing duties related to the conduct of the insured's business, or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

BUSINESS LIABILITY COVERAGE FORM

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
 - (a) Advertising, broadcasting, publishing or telecasting;
 - (b) Designing or determining content of web sites for others; or
 - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section G. – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
 - (a) An "advertisement" for others on your web site;
 - (b) Placing a link to a web site of others on your web site;
 - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
 - (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.

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2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b. above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**E. LIABILITY AND MEDICAL EXPENSES
GENERAL CONDITIONS**

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

BUSINESS LIABILITY COVERAGE FORM

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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

2. Additional Insured - Managers Or Lessors Of Premises

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

 - (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Volunteer worker" means a person who:
- a. Is not your "employee";

BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
 - c. Acts at the direction of and within the scope of duties determined by you; and
 - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
24. "Your product":
- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
25. "Your work":
- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.

DECLARATION AND ADDENDUM TO ALL CONTRACTS AWARDED TO:

NHA Advisors, LLC

For the purpose of inducing the City of Newark to go forward with any contracts awarded to NHA Advisors, LLC, I declare as follows:

I, Gerald Craig Hill, Principal, am authorized to execute this document on behalf of NHA Advisors, LLC with respect to compliance with the California Workers' Compensation and Labor laws. All work required will be performed personally and solely by volunteers of NHA Advisors, LLC, who are independent contractors. If, however, NHA Advisors, LLC shall ever be required to hire employees or Subcontractors to perform this contract, NHA Advisors, LLC shall obtain Workers' Compensation Insurance and/or provide proof of Workers' Compensation Insurance coverage to the City of Newark.

This document constitutes a declaration by NHA Advisors, LLC against its financial interest, relative to any claims which may be asserted under the California Workers' Compensation and/or Labor laws against the City of Newark relating to any bid or contract awarded NHA Advisors, LLC.

NHA Advisors, LLC will defend, indemnify, and hold harmless the City of Newark, its officers and employees, from any and all claims and liability, including Workers' Compensation claims and liability that may be asserted or established by any party in the event it hires an employee in violation of this addendum or if a volunteer of the organization makes a claim against or alleges liability of the City of Newark for Workers' Compensation, and it will further indemnify the City of Newark, its officers and employees, for all damages the City thereby suffers.

I agree that these declarations shall constitute an addendum to any bid or contract awarded to: NHA Advisors, LLC.

Dated: August 1, 2017

NHA ADVISORS, LLC



By: _____
Gerald Craig Hill, Managing Principal



DATE: August 14, 2017
TO: John Becker, City Manager
FROM: Sheila Harrington, City Clerk
SUBJECT: Claim of Crown Mfg. Co., Inc., Claim No. NE-004 17/18

On July 24, 2017, the City received a claim from Crown Mfg. Co., Inc. in the amount of \$1,200 alleging damage to their roof when a City tree fell on it.

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

Recommendation: Staff recommends that the claim be denied.

Pursuant to Newark Resolution No. 10,623, adopted April 27, 2017, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2017, I, John Becker, hereby authorize the denial of the claim of Crown Mfg. Co., Inc. and authorize staff to inform the claimant of such denial.



John Becker, City Manager



By
8-15-17

Date



DATE: August 15, 2017
TO: John Becker
FROM: Sofia Mangalam, Associate Planner
SUBJECT: Inter-Governmental Collaboration Agreement for the Completion of the Assessment of Fair Housing for Community Development Block Grant Program.

Each year the City of Newark receives funding under the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. Newark's funds are disbursed through Alameda County. Department of Housing and Urban Development (HUD) Affirmatively Furthering Fair Housing Final Rule (AFFH) requires the County to submit a Fair Housing assessment document that requires significant administrative efforts to identify and evaluate fair housing issues, and factors contributing to fair housing issues in their defined geographic area. The AFFH replaces the previous assessment tool, the Analysis of Impediments (AI), with the Assessment of Fair Housing ("AFH") tool. Alameda County Participating County and Cities (PCC) will jointly fund the engagement of a consultant to develop a regional AFH for Alameda County. Each member of the PCC will contribute funds as described in the agreement. The City of Newark is required to contribute \$822.47 towards this. This will be paid from general administration funds of CDBG.

RECOMMENDATION – It is recommended that the City Manager signs the Inter-Governmental Collaboration Agreement for the Completion of the Assessment of Fair Housing for CDBG Program. Agreement is attached with this.

Pursuant to Newark Resolution No. 10,623, adopted April 27, 2017, authorizing the City Manager or his designee to act upon certain administrative matters on behalf of the City during the City Council summer recess of August 2017, I, John Becker, hereby signs Inter-Governmental Collaboration Agreement for the Completion of the Assessment of Fair Housing for CDBG Program.



John Becker, City Manager



By



Date

INTER GOVERNMENTAL COLLABORATION AGREEMENT
FOR THE
COMPLETION OF THE ASSESSMENT OF FAIR HOUSING

THIS INTER-GOVERNMENTAL COLLABORATION AGREEMENT COMPLETION OF THE ASSESSMENT OF FAIR HOUSING ("Agreement") is dated for convenience as of _____, 2017 by and among the County of Alameda, the City of Albany, the City of Dublin, the City of Emeryville, the City of Newark, and the City of Piedmont, hereinafter collectively referred to as the Participating County and Cities ("PCC" or "PCC member(s)").

W I T N E S S E T H

WHEREAS, the PCC recognizes that the Department of Housing and Urban Development (HUD) Affirmatively Furthering Fair Housing Final Rule ("AFFH") requires jurisdictions to submit a fair housing assessment document that requires significant administrative efforts, and that HUD encourages regional and multi-jurisdictional submissions; and

WHEREAS, the AFFH replaces the previous assessment tool, the Analysis of Impediments (AI), with the Assessment of Fair Housing ("AFH") tool, which HUD funded program participants must prepare and use to identify and evaluate fair housing issues, and factors contributing to fair housing issues in their defined geographic area; and

WHEREAS, the AFFH encourages and provides methodology for regional approaches to address fair housing issues, including collaboration across jurisdictions and public housing agencies; and

WHEREAS, all PCC members are part of the Urban County for the purpose of receiving one or more HUD funded programs and activities that require compliance with AFFH and recognize that the AFH is a comprehensive review of their respective laws, regulations, administrative policies, procedures and practices; and

WHEREAS, the County of Alameda (the "County") will facilitate the competitive procurement and management of the contractor who will assist the PCC with development of the AFH plan and will assume the role of lead for the PCC regional AFH effort; and

WHEREAS, all PCC members recognize the efficiency of coordinating efforts to complete the AFH by the HUD prescribed deadline for the County; and

WHEREAS, the County's deadline for submission of the AFH is October 5, 2019; and

WHEREAS, the PCC members have agreed to reimburse the County in an agreed upon proportionate amount to fund completion of the required meetings, plan, and submission documents; and

WHEREAS, the PCC members agree that the participating county and cities, collectively, will fund 65% of the total cost of the AFH consultant fee; and

WHEREAS, the Urban County cities and County are responsible for 8.57% of the 65%.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Collaboration: The parties agree to jointly prepare a regional AFH for Alameda County. Each member of the PCC will perform the tasks outlined in Attachment A.
2. Funding: The parties agree to jointly fund the engagement of a consultant to develop a regional AFH for Alameda County. Each member of the PCC will contribute funds as described in Attachment A - "Project Consultant Fee Contribution and Scope of Work."
3. Lead Agency: The County will act as lead agency in the development and completion of the regional AFH, including the procurement and contracting for the AFH consultant. As such, the County will, undertake responsibilities set forth in Attachment A, which is incorporated herein by reference that are required for completion of the AFH. The County reserves the right to conduct the procurement and contracting process for the AFH consultant pursuant to the County's policies.
4. PCC Responsibilities: Each PCC member will be responsible for providing information about its respective policies and practices and other information as required by the consultant to complete the AFH. The County will provide the information to the consultant and provide the information for the Unincorporated County.
5. Remittance: The PCC members will each remit their respective AFH Consultant Fee contributions to the County upon receipt of an invoice(s) based on the approved project budget (Attachment A).
6. Records Retention: The County will keep all documents relating to the AFH readily accessible to the other PCC members for at least ten years from the completion of the project.
7. Indemnification: Each PCC member shall defend, hold harmless and indemnify each and every other PCC member, their respective elected officials, appointed officials, commissioners, members, officers, employees, and agents from any and all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature, or description directly or indirectly arising out of or connected with the PCC member's performance under this Agreement, and any of that PCC member's operations or activities related thereto, excluding the willful misconduct or gross negligence of the person or entity seeking to be defended, indemnified or held harmless.
8. Amendment: This Agreement may be altered only by written consent of each of the signatory parties.
9. Term: The term of this Agreement shall begin on August 1, 2017 and end on October 31, 2019, and may be extended or amended based on mutual agreement.
 - a) This Agreement will automatically terminate if (i) the AFH is no longer required by HUD and/or the terms of the Agreement have been satisfied, and (ii) all outstanding invoices have been paid.

10. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, and each of which shall constitute together one instrument. The counterparts will be binding on each of the parties, even though the various parties may have executed separate counterparts.

COUNTY OF ALAMEDA, a political subdivision of the State of California

By: _____
Chris Bazar, CDA Director
Community Development Agency
224 West Winton Avenue, Room 110
Hayward CA 94544-1215

Date: _____

Approved as to form:
Donna R. Ziegler, County Counsel

By: _____
Heather M. Littlejohn
Deputy County Counsel

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.

CITY OF ALBANY, a Municipal Corporation

By: _____
City Manager

Date: _____

Approved as to Form:

City Attorney

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.

CITY OF DUBLIN, a Municipal Corporation

By: _____
City Manager

Date: _____

Approved as to Form:

City Attorney

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.

CITY OF EMERYVILLE, a Municipal Corporation

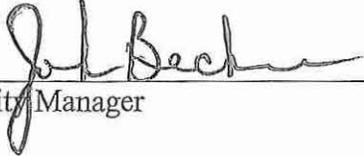
By: _____ Date: _____
City Manager

Approved as to Form:

City Attorney

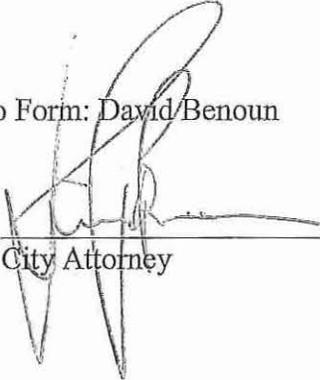
By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

CITY OF NEWARK, a Municipal Corporation

By: 
City Manager

Date: 8-21-17

Approved as to Form: David Benoun

By: 
City Attorney

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.

CITY OF PIEDMONT, a Municipal Corporation

By: _____
City Manager

Date: _____

Approved as to Form:

City Attorney

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.

ATTACHMENT A

**Alameda County Participating County and Cities (PCC)
Inter-Governmental Collaboration Agreement for the
Completion of the Assessment of Fair Housing**

**PROJECT CONSULTANT FEE CONTRIBUTION
AND
SCOPE OF WORK**

1. Project Funding Sources

Contributions based upon a shared contribution of 65% of costs paid between the County and City Jurisdictions, collectively.

- The County and City Jurisdiction's 65% contribution; the Urban County cities and County are responsible for 8.57% of the 65%. The 8.57% (\$5,568.50) will be prorated based on the jurisdictional percentage from the 2016 CDBG allocation, resulting in the dollar amount indicated in Table A below. The actual funding will come from FY17 CDBG administrative funds.

County of Alameda	\$3,417.39
City of Albany	\$394.63
City of Dublin	\$559.63
City of Emeryville	\$271.19
City of Newark	\$822.47
City of Piedmont	\$103.02
Funds Available County and Cities	\$5,568.50

I. Estimated Project Budget

AFH Consultant \$100,000

II. Roles and Responsibilities

Lead Agency

As the Lead Agency, Alameda County's tasks include but are not limited to:

- Provide day-to-day oversight and planning of activities to be undertaken throughout the AFH plan process.
- Prepare a draft Request for Proposals (RFP) to select the AFH Consultant. Solicit comments from the PCC members regarding the scope of the RFP.
- Prepare and issue the final RFP.
- Receive proposals and coordinate the rating and ranking process.
- Contract with the selected AFH consultant.
- Receive, review and pay invoices submitted by the AFH consultant.
- Coordinate requests for information submitted by the AFH consultant to the PCC members.
- The County reserves the right to control the manner in which these tasks are performed, including but not limited the right to withdraw or modify the RFP and negotiate, approve or disapprove any proposed contract, and to modify or terminate a contract at its discretion.

PCC Members

- Provide input on the preparation of the RFP for the AFH consultant.
- Participate in the AFH consultant selection process through the input to the working group.
- Provide respective jurisdictional information to the AFH consultant, HUD and other PCC members as needed.
- Promote, market and host public workshops and any other forms of outreach mutually agreed upon by the PCC members.
- Respond to written and oral comments in a timely manner as applicable.
- Participate in meetings and conference calls throughout the AFH Plan process.
- Develop goals and priorities for their respective jurisdiction to be included in the AFH Plan.
- Participate in joint analysis and joint goals to be included in the AFH Plan.
- Review AFH Plan drafts and return comments in accordance with

timeline.

- Obtain respective board/commission approval of the AFH Plan.
- Pay invoices submitted by the Lead Agency within 30 days of receipt.

III. AFH Consultant Scope of Work

The AFH Consultant's tasks will include but are not limited to:

- Completion of all final required components and deliverables of the Assessment of Fair Housing by the Contract deadline including public meetings, collection and analysis of public input, data analysis, form completion and report completion as required in the Alameda County Consultant Services Contract Scope of Work.
- Development of Assessment of Fair Housing plan and milestones for the PCC members by June 30, 2018.
- Consult with PCC representatives at agreed upon intervals and in the agreed upon method.
- Provide one printed copy and electronic version (Word or pdf) to each PCC.

F.2 Authorization for the purchase of a 2018 Ford F-250 Truck as a replacement vehicle for the Maintenance Division of the Public Works Department through Downtown Ford Sales with outfitting by Classic Graphics – from Maintenance Supervisor Connolly. (RESOLUTION)

Background/Discussion- The 2016-2018 Biennial Budget for Fiscal Year 2017-2018 includes funding for the replacement of the City of Newark Maintenance Division’s existing Landscape Inspection truck through the City’s Equipment Replacement Program. This truck is used to transport tools, equipment, and landscape debris throughout the City. The existing vehicle has reached the end of its useful life and is currently non-operational. Authorization is requested to participate in an intergovernmental procurement process for the purchase of one (1) 2018 Ford F-250 Truck from Downtown Ford Sales.

An intergovernmental procurement process (also known as a “piggyback”) 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. Staff did obtain comparison quotes from Ford for fleet pricing which is representative of pricing through local dealerships, but that pricing was determined to not be competitive.

Upon completion of a formal bidding process, the State of California entered into a master contract and a procurement contract with Downtown Ford Sales 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 Downtown Ford Sales, the purchase cost for the new Maintenance Division truck would be \$31,000. The vehicle purchase cost does not include outfitting of vehicle by Classic Graphics which is estimated not to exceed \$7,000. The outfitting is based on specialized vendor quotes.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the purchase of a 2018 Ford F-250 Truck as a replacement vehicle for the Maintenance Division of the Public Works Department through Downtown Ford Sales with outfitting by Classic Graphics.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE PURCHASE OF A 2018 FORD F-250 TRUCK AS A REPLACEMENT VEHICLE FOR THE MAINTENANCE DIVISION OF THE PUBLIC WORKS DEPARTMENT THROUGH DOWNTOWN FORD SALES WITH OUTFITTING BY CLASSIC GRAPHICS.

WHEREAS, the 2016 – 2018 Biennial Budget and Capital Improvement Plan includes funding through the Equipment Replacement Program for replacement of vehicles that have reached the end of their useful life; and

WHEREAS, the City of Newark will be participating in an intergovernmental procurement process (also known as “piggybacking”) with Downtown Ford Sales as the holder of the State of California procurement contract to purchase one (1) new 2018 Ford F-250 Truck at a total cost of \$31,000; and

WHEREAS, the proposed replacement vehicle will require equipment outfitting based on quotes not to exceed a combined total cost of \$7,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby authorize the purchase of a new 2018 Ford F-250 Truck as a replacement vehicle for the Maintenance Division of the Public Works Department through Downtown Ford Sales with outfitting by Classic Graphics.

F.3 Authorization for the purchase of a 2018 Ford F-350 Cab/Chassis with a Scelzi Utility Body as a replacement vehicle for the Maintenance Division of the Public Works Department through Downtown Ford Sales with outfitting by Classic Graphics – from Maintenance Supervisor Connolly. (RESOLUTION)

Background/Discussion- The 2016-2018 Biennial Budget for Fiscal Year 2017-2018 includes funding for the replacement of one the City of Newark Building Maintenance Section’s existing vehicles through the City’s Equipment Replacement Program. This vehicle is used to transport furniture, fixtures, and tools throughout the City and the existing vehicle has reached the end of its useful life. Authorization is requested to participate in an intergovernmental procurement process for the purchase of one (1) 2018 Ford F-350 Cab/Chassis with a Scelzi Utility Body from Downtown Ford Sales.

An intergovernmental procurement process (also known as a “piggyback”) is an alternative option to the City’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. Staff did obtain comparison quotes from Ford for fleet pricing which is representative of pricing through local dealerships, but that pricing was determined to not be competitive.

Upon completion of a formal bidding process, the State of California entered into a master contract and a procurement contract with Downtown Ford Sales 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 Downtown Ford Sales, the purchase cost for the vehicle with a Scelzi Utility Body would be \$45,000. The vehicle cost does not include outfitting of vehicle by Classic Graphics which is estimated not to exceed \$500. The outfitting is based on specialized vendor quotes.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the purchase of a 2018 Ford F-350 Cab/Chassis with a Scelzi Utility Body as a replacement vehicle for the Maintenance Division of the Public Works Department through Downtown Ford Sales with outfitting by Classic Graphics.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE PURCHASE OF A 2018 FORD F-350 CAB/CHASSIS WITH A SCELZI UTILITY BODY AS A REPLACEMENT VEHICLE FOR THE MAINTENANCE DIVISION OF THE PUBLIC WORKS DEPARTMENT THROUGH DOWNTOWN FORD SALES WITH OUTFITTING BY CLASSIC GRAPHICS.

WHEREAS, the 2016 – 2018 Biennial Budget and Capital Improvement Plan includes funding through the Equipment Replacement Program for replacement of vehicles that have reached the end of their useful life; and

WHEREAS, the City of Newark will be participating in an intergovernmental procurement process (also known as “piggybacking”) with Downtown Ford Sales as the holder of the State of California procurement contract to purchase one (1) new 2018 Ford F-350 Cab/Chassis with a Scelzi Utility Body at a total combined cost of \$45,000; and

WHEREAS, the proposed replacement vehicle will require equipment outfitting based on quotes not to exceed a combined total cost of \$500.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby authorize the purchase of a new 2018 Ford F-350 Cab/Chassis with a Scelzi Utility Body as replacement vehicle for the Maintenance Division of the Public Works Department through Downtown Ford Sales with outfitting by Classic Graphics.

F.4 Authorization for the Mayor to sign a Memorandum of Understanding with developers in the Dumbarton Transit Oriented Development Specific Plan Area regarding future reimbursement of waterline extension costs – from Public Works Director Fajeau. (RESOLUTION)

Background/Discussion – The City Council has approved several residential developments totaling more than 1,500 new residential units within the Dumbarton Transit Oriented Development Specific Plan Area. Subsequent to the City’s approval of the specific plan and the first two individual development projects, the Alameda County Water District (ACWD) identified the need for a waterline extension on Willow Street to ensure overall redundancy, reliability, and performance of the water supply system in and around the project area. The total cost for this waterline extension is estimated to be \$1,380,000.

The developers with approved and currently active projects in the specific plan area are agreeable to completing installation of this waterline extension at such time as required by ACWD. These developers have agreed to ultimately spread the total cost among all property owners in the specific plan area by using a pro-rata share based on the site area associated with each development. The developers collectively entered into a formal Waterline Agreement and a subsequent First Amendment to Waterline Agreement to set forth the terms for construction of the waterline extension and the distribution of overall final construction costs. Developers with current projects underway will fund construction of the waterline extension. Property owners of future developments will reimburse the current developers at the time those future developments are approved by the City.

The City was not a party to these agreements. However, in order to assist the current developers with ensuring reimbursement of the waterline extension costs from property owners of future development projects, the current developers have requested approval of a supplemental Memorandum of Understanding (MOU) with the City. This MOU, in short, states that the City would agree to require as a condition of approval for future projects in the specific plan area that reimbursement for the waterline extension will be made by the property owner of a new development based on the designated pro-rata share, prior to the approval of any final map or issuance of any building permit thereunder. The City would not be a participant in the cost of this waterline extension and this MOU would not obligate the City to assume any responsibility for notifying, invoicing, or collecting any amounts from an individual property owners. All property owners with current developments within the specific plan area have signed the MOU.

Attachment

Action – It is recommended that the City Council, by resolution, authorize the Mayor to sign a Memorandum of Understanding with developers in the Dumbarton Transit Oriented Development Specific Plan Area regarding future reimbursement of waterline extension costs.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE MAYOR TO SIGN A
MEMORANDUM OF UNDERSTANDING WITH
DEVELOPERS IN THE DUMBARTON TRANSPORTATION
ORIENTED DEVELOPMENT SPECIFIC PLAN AREA
REGARDING FUTURE REIMBURSEMENT OF WATERLINE
EXTENSION COSTS

WHEREAS, the Alameda County Water District has identified a need for installation of a waterline extension on Willow Street within the Dumbarton Transit Oriented Development Specific Plan Area (Plan Area) to provide a redundant connection that will ensure overall water system performance and reliability. This project has an estimated cost of \$1,380,000; and

WHEREAS, developers with active projects within the Plan Area are agreeable to completing construction of this waterline extension with the final construction cost to ultimately be spread among all property owners in the Plan Area using a pro-rata share based on the site area associated with each development; and

WHEREAS, said developers with active projects collectively entered into a Waterline Agreement and a subsequent First Amendment to Waterline Agreement (Agreements) to set forth the terms of construction of the waterline extension and final sharing of associated costs. Said developers with active projects will provide initial funding to complete construction of the waterline extension, subject to reimbursement by the property owners of future development projects at the time such development projects are approved by the City; and

WHEREAS, in order to help ensure that said developers of active projects are reimbursed for said waterline extension costs by property owners of future development projects, a Waterline Reimbursement Memorandum of Understanding (MOU) has been prepared wherein the City agrees to apply a condition of approval to each future project in the Plan Area to require the future developer to provide reimbursement under the terms of the Agreements and the MOU, prior to the issuance of any final map approval or building permits.

NOW THEREFORE, BE IT RESOLVED BY THE City Council of the City of Newark that the City Council does hereby authorize the Mayor to sign a Memorandum of Understanding with developers in the Dumbarton Transit Oriented Development Specific Plan Area regarding future reimbursement of waterline extension costs.

WATERLINE REIMBURSEMENT MEMORANDUM OF UNDERSTANDING

This Waterline Reimbursement Memorandum of Understanding (this “**MOU**”) is entered into as of the _____, 2017 (the “**Effective Date**”) by and among Lennar Homes of California Inc., a California Corporation (“**Lennar**”), TH-HW Newark, LLC, a Delaware limited liability company (“**Trumark**”) (Lennar and Trumark, are sometimes referred to herein as a “**Developer**” and collectively as “**Developers**”), Ashland LLC, a Kentucky limited liability company (“**Ashland**”), Villa Developers & Investment, LLC, a California limited liability company (“**Villa**”), William Lyon Homes, Inc., a California corporation (“**Lyon**”) and FMC corporation, a Delaware corporation (“**FMC**”) (Ashland, Villa, Lyon and FMC are sometimes referred to herein as a “**Non-Funding Owner**” and collectively as the “**Non-Funding Owners**;”), and the City of Newark, a municipal corporation (the “**City**”). Developers, Non-Funding Owners, and City are sometimes referred to hereunder as “**Party**” or “**Parties**” with reference to the following facts:

A. The Alameda County Water District (“**ACWD**”) has required the construction of an extension of the Willow Street Waterline generally depicted on Exhibit “A” (the “**Waterline**”) which will benefit the real property described on Exhibit “B” and depicted on Exhibit “C” (the “**Benefitted Property**”). Exhibit “D” shows the benefit attributable to each portion of the Benefitted Property as the “Pro-Rata Benefit Percentage.”

B. Carlson, Barbee, and Gibson, Civil Engineers (“**CBG**”) has been engaged to act as engineer with respect to the Waterline and has currently estimated the cost of the Waterline to be One Million Three Hundred Eighty Thousand Dollars (\$1,380,000) (“**Estimated Cost**”). ACWD is uncertain as to exactly when it will require the construction of the Waterline, and wants to have the Estimated Cost fully funded on a current basis. ACWD intends to provide the Parties written notice when it determines that Waterline construction needs to commence.

C. Through that certain Waterline Agreement, effective November 28, 2016, as amended by that certain First Amendment to Waterline Agreement effective June 15, 2017 (the “**Waterline Agreement**”), the Developers have agreed to deposit the Estimated Cost of the Waterline, and have agreed to reimburse the Developer that undertakes construction of the Waterline (the “**Construction Manager**”), subject to pro-rata reimbursement (the “**Pro-Rata Benefit Percentage**”) by all other owners of the Benefitted Property (each, an “**Other Owner**”). Non-Funding Owners have agreed to pay such reimbursements in accordance with the terms of this MOU and the Waterline Agreement. The City agrees that it will not delay any final map approval, issuance of any building permit or issuance of any certificate of occupancy due to the timing of the Estimated Cost deposits or due to the timing of the construction of the Waterline.

D. To assist in the reimbursement to Developers, City agrees to require the Non-Funding Owners and Other Owners to pay the Pro-Rata Benefit Percentage of cost of the Waterline attributable to the area they own that is intended to be developed, to each of Lennar, Lyon, and Trumark, in proportion to their Funding Percentages (as defined in Exhibit D).

NOW THEREFORE, IN CONSIDERATION OF the mutual covenants and agreements set forth therein and other good and valuable consideration and receipt of sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Payments by Non-Funding Owners and Other Owners of the Benefitted Property.

1.1 Developer has requested, and City has agreed, that City will require through a condition of approval (the "**Condition of Approval**") to any development entitlement that includes a portion of the Benefitted Property, or other mechanism, that each Other Owner pay to Developer the dollar amount equal to the Pro-Rata Benefit Percentage Cost set forth on Exhibit D plus or minus the Pro-Rata Benefit Percentage attributable to any true-up payment for actual costs of construction prior to the earlier of the recording of a final subdivision map or the issuance of a building permit for that portion of the Benefitted Property. The required Condition of Approval will be set forth in substantially the following form:

"Prior to issuance of any final maps or building permits, applicant shall reimburse the Developers (as such term is defined in that certain Waterline Agreement dated November 28, 2016 (the "Waterline Agreement") for applicant's Pro-Rata Benefit Percentage (as defined in the Waterline Agreement) of the cost of construction of the extension of the Willow Street waterline. The estimated and actual cost attributable to applicant will be set forth in an invoice or invoices that will be provided by the Construction Manager (as defined in the Waterline Agreement") designated by Developers. Applicant can satisfy this condition by providing to City evidence of payment to Developers of the dollar amount set forth in Construction Manager's invoice."

1.2 The Construction Manager is responsible for notifying all Developers and Other Owners of the total amounts payable by, or reimbursable to, Lennar, Lyon, and Trumark and each Other Owner based on the Pro-Rata Benefit Percentage for each entity.

1.3 City is not responsible for notifying, invoicing or collecting any amounts due from Developers, Non-Funding Owners or Other Owners under the Waterline Agreement or under this MOU. City shall issue a building permit or record a final map related to an Other Owner's Benefitted Property only upon that Other Owner providing to City (i) Construction Manager's notice of the amount due from that Other Owner and (ii) reasonable evidence of payment of that dollar amount. City shall not be liable to Developers or Non-Funding Owners for any false claims by Other Owners.

1.4 Developers shall indemnify, defend, and hold the City and its elected and appointed officers, officials, employees, agents and representatives (all of the foregoing, collectively the "**Indemnitees**") harmless from and against all liabilities, losses, damages, fines, deficiencies, penalties, claims, demands, suits, actions, causes of action, legal or administrative proceedings, judgments, costs and expenses (including without limitation reasonable attorneys' fees and court costs) (all of the foregoing, collectively "**Claims**") arising as a result of or in connection with (i) any and all present and future Claims by Non-Funding Owners, Other Owners or any third parties arising from or in connection with any City action taken under this MOU, or (ii) any activity or

performance is by the Developers or by anyone directly or indirectly employed by or contracted with the Developers with the Waterline. This Section 1.4 shall survive the construction of the Waterline and repayment of all amounts due by Other Owners and Non-Funding Owners due to Developers for construction of the Waterline and the termination of this MOU subject to the assignment provisions of Section 2.14 below.

2. General Provisions.

2.1 Notices. Any notice, request, demand or other communication given or required to be given hereunder by a Party ("notice") shall be in writing and personally delivered, or sent by United States registered or certified mail, return receipt requested, postage prepaid, or sent by a recognized courier service such as Federal Express, addressed as follows:

LENNAR: 2603 Camino Ramon, Suite 525
San Ramon, CA 94583
Attn: Chad Kiltz
Telecopier: 949-448-1696

WITH A COPY TO: Samuels, Green & Steel, LLP
19800 MacArthur Blvd., Suite 1000
Irvine, CA 92612
Attn: Herbert Samuels
Telecopier: 949-263-0005

WITH A COPY TO: Rutan & Tucker, LLP
611 Anton Boulevard, 14th Floor
Costa Mesa, CA 92626
Attn: Hans Van Ligten, Esq.
Telecopier No. 714-546-9035

TRUMARK: TH-HW Newark LLC
c/o Trumark Homes
3001 Bishop Drive, Suite 100
San Ramon, CA 94583
Attn: Veronica Vargas
Telecopier No. 925-648-3130

WITH A COPY TO: Cox, Castle & Nicholson
50 California Street, 32nd Floor
San Francisco, CA 94111
Attn: Christian H. Cebrian.
Telecopier No. 415-262-5199

ASHLAND 3499 Blazer Parkway
Lexington, KY 40512
Attn: Kristina M. Woods, Esq.

WITH A COPY TO: Barry J. Shotts, Attorney at Law
1715 Tainter Street
Saint Helena, CA 94574

FMC FMC Corporation
2929 Walnut Street
Philadelphia, PA 19104
Attn: Victoria W. Hollinger
Telecopier: (215) 287-5861

WITH A COPY TO: FMC Corporation
2929 Walnut Street
Philadelphia, PA 19104
Attn: Shawn Tollin
Telecopier: (215) 299-6947

VILLA DEVELOPERS Villa Developers & Investment, LLC
2850 Stevens Creek Blvd.
San Jose, CA 95128
Attn: Tony Baig

WITH A COPY TO: Bao-Quan P. Pham, Esq.
Law Office of Bao-Quan P. Pham
4 N. 2nd Street, Suite 280
San Jose, CA 95113

LYON William Lyon Homes, Inc.
Attn: Carl Morabito
2603 Camino Ramon, Suite 450
San Ramon, CA 94583

CITY City of Newark
37101 Newark Blvd.
Newark, CA 94560
Attn: City Manager

Delivery of any notice shall be deemed made on the date of its actual delivery to the address of the addressee, if personally delivered or delivered by electronic mail, and on the date indicated in the return receipt or courier's records as the date of (first attempted) delivery to that address, if sent by mail or courier. Notice may also be given by telecopier to any party having a telecopier machine compatible with the telecopier machine of the party sending the notice. Any notice given by telecopier shall be deemed delivered when received by the telecopier machine of the receiving party if received before 5:00 p.m. (Pacific Time) on the business day received, or if received after 5:00 p.m. (Pacific Time) or on a day other than a business day (i.e., a Saturday, Sunday, or legal holiday), then such notice shall be deemed delivered on the next following

business day. The transmittal confirmation receipt produced by the telecopier machine of the sending party shall be prima facie evidence of such receipt. Any party may change its address or telecopier number for notice purposes by giving notice to the other parties.

2.2 Time Periods. Time is of the essence of the Parties' obligations hereunder. Except as otherwise provided herein, all time periods measured by days in this MOU shall be measured by calendar days and, if the last day in that period is a Saturday, Sunday or legal holiday, then the last day of the period shall be deemed to be the next following business day.

2.3 Interpretation. Each Party and its counsel has reviewed and revised this MOU and any rule of contract interpretation to the effect that ambiguities or uncertainties are to be interpreted against the drafting party or the party who caused it to exist shall not be employed in the interpretation of this MOU or any document executed in connection herewith.

2.4 No Partnership. This MOU shall not be construed as creating a partnership or joint venture between the Parties or among the Parties and any third party or cause any of them to be responsible in any manner for the other's or any third party's debts or obligations.

2.5 Further Assurances. Each Party shall each promptly sign and deliver all additional documents and perform all acts reasonably necessary to perform its obligations and carry out the intent expressed in this MOU.

2.6 Severability. If any part of this MOU is invalid or unenforceable, then the remainder of this MOU shall remain valid and enforceable and in force and effect.

2.7 No Waiver. A waiver by any Party of a default by another Party is only effective against a Party that waives such default in writing and shall not be construed as a waiver of any other default.

2.8 No Beneficiaries. No party besides a Party, its permitted successors and assigns has any rights or remedies under this MOU.

2.9 Incorporation. The recitals set forth above and exhibits attached hereto and referred to herein are incorporated into this MOU.

2.10 Governing Law. This MOU shall be enforced and interpreted under California's laws and judicial decisions without giving effect to its conflicts of laws provisions.

2.11 Authority. Each of the individuals executing this MOU verifies that each of them has the authority to enter into this MOU, that the necessary resolutions or other consents have been passed or obtained, and that this MOU shall be binding on the Parties for whom each of them is signing.

2.12 Headings. Section headings are for reference purposes only and do not affect this MOU.

2.13 Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. This MOU may be delivered to all Parties by facsimile or other form of electronic transmission.

2.14 Successors and Assigns. Each Party shall have the right to assign this Agreement, including the indemnity obligations in Section 1.4 above, without the prior written consent of the other Parties, to any party who acquires in fee title in any portion of the real property owned by such Party. However, the original Party shall not be relieved of the liabilities and obligations contained in this Agreement unless (i) original Party (or assignee) was not in default of this Agreement at the time of conveyance, and (ii) the assignee executes and delivers to all Parties a written assumption agreement in which: (1) the name and address of the assignee is set forth, and (2) the assignee expressly assumes the obligations of original Party under this Agreement. Failure to deliver a written assumption agreement hereunder shall not negate, modify or otherwise affect the liability of any assignee pursuant to the provisions of this Agreement

* * * *

(Signatures continue on following page)

"LENNAR"

Date: 6/20/17

Lennar Homes of California Inc.,
A California Corporation

By: B. C. C.

Printed Name: BRIAN OLIN

Title: VICE PRESIDENT

"TRUMARK"

Date: _____

TH-HW Newark, LLC
A Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

"FMC"

Date: _____

FMC corporation, a Delaware corporation

By: _____

Printed Name: _____

Title: _____

"ASHLAND"

Date: _____

Ashland LLC a Kentucky limited liability
company

By: _____

Printed Name: _____

Title: _____

"LENNAR"

Date: _____

Lennar Homes of California Inc.,
A California Corporation

By: _____

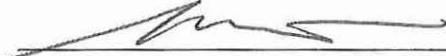
Printed Name: _____

Title: _____

"TRUMARK"

Date: 7/13/17

TH-HW Newark, LLC
A Delaware limited liability company

By:  _____

Printed Name: Christopher Davenport

Title: Sr. V.P. of Land Development

"FMC"

Date: _____

FMC corporation, a Delaware corporation

By: _____

Printed Name: _____

Title: _____

"ASHLAND"

Date: _____

Ashland LLC a Kentucky limited liability
company

By: _____

Printed Name: _____

Title: _____

"LENNAR"

Date: _____

Lennar Homes of California Inc.,
A California Corporation

By: _____

Printed Name: _____

Title: _____

"TRUMARK"

Date: _____

TH-HW Newark, LLC
A Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

"FMC"

Date: 7/21/17

FMC corporation, a Delaware corporation

By: Christina Kaba

Printed Name: Christina Kaba

Title: Director, EHS Remediation & Governance

"ASHLAND"

Date: _____

Ashland LLC a Kentucky limited liability company

By: _____

Printed Name: _____

Title: _____

"LENNAR"

Date: _____

Lennar Homes of California Inc.,
A California Corporation

By: _____

Printed Name: _____

Title: _____

"TRUMARK"

Date: _____

TH-HW Newark, LLC
A Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

"FMC"

Date: _____

FMC corporation, a Delaware corporation

By: _____

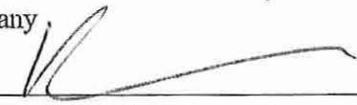
Printed Name: _____

Title: _____

"ASHLAND"

Date: 7/3/2017

Ashland LLC a Kentucky limited liability
company

By:  _____ KMW

Printed Name: Craig A. Kunkemoller

Title: Director, Real Estate & Facilities

“VILLA”

Date: 6/23/17

Villa Developers & Investment, LLC a
California limited liability company

By: Tony Baig

Printed Name: Tony Baig

Title: Managing Partner

“LYON”

Date 6.22.17

William Lyon Homes, Inc. a California
corporation

By: Scott T. Hilk

Printed Name: Scott T. Hilk
VP Project Manager

Title: _____

“CITY”

Date _____

City of Newark a municipal corporation

By: _____
Alan L. Nagy, Mayor City of Newark

Approved as to Form:

By: _____
City Attorney

Date _____

EXHIBIT "A"

WATERLINE

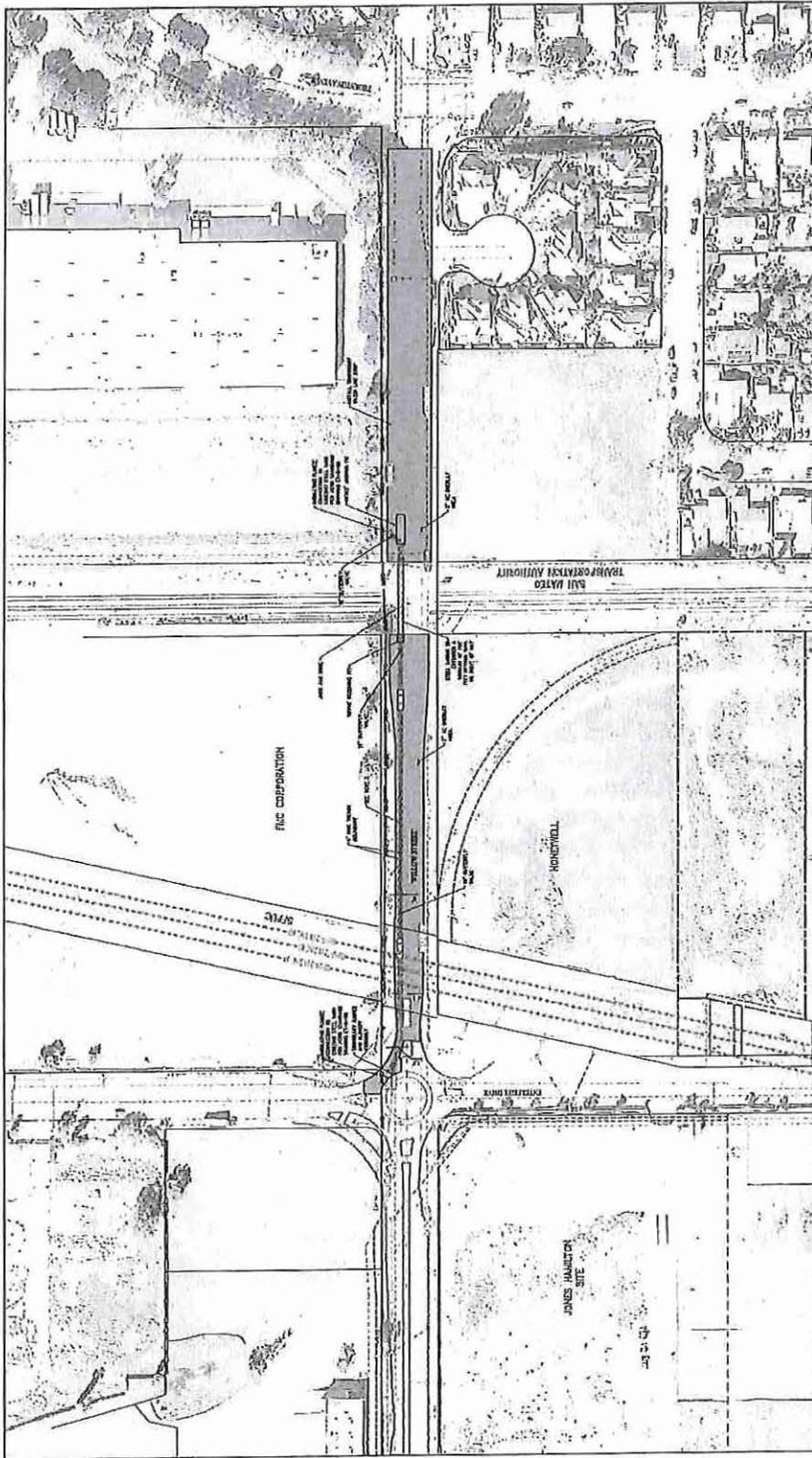


EXHIBIT A
ACWD WATER LINE EXTENSION
WILLOW STREET

CITY OF MENAHE ALAMOGA COUNTY CALIFORNIA

SCALE: 1"=50'

DATE: 08/11/11

PROJECT: ACWD WATER LINE EXTENSION

DESIGNED BY: GBS

CHECKED BY: [Signature]

DATE: 08/11/11

- NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF MENAHE SPECIFICATIONS AND STANDARD SPECIFICATIONS FOR PUBLIC WORKS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MENAHE AND ALAMOGA COUNTY.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL ADJACENT PROPERTIES AND PUBLIC AREAS.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS TO ORIGINAL OR BETTER CONDITION AFTER COMPLETION OF WORK.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY CONSTRUCTION DETAILS AND METHODS.

0682931 \ 8414139v5\0682931 \ 8223427v8

EXHIBIT "A"

SEPTEMBER 19, 2016
JOB NO.: 1934-000

EXHIBIT B
DESCRIPTION
WILLOW STREET WATERLINE AGREEMENT
NEWARK, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF
NEWARK, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING THOSE PARCELS INCLUSIVE OF THE DUMBARTON TRANSITED ORIENTED
DEVELOPMENT SPECIFIC PLAN BOUNDARY AS ADOPTED BY THE CITY OF NEWARK
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING ALL OF THE FOLLOWING ASSESSOR'S PARCELS AS SAID PARCELS ARE
SHOWN AND SO DESIGNATED ON ALAMEDA COUNTY ASSESSOR'S MAP BOOK NO. 92,
PAGES 100, 101, 115, 116 AND 140 AND ASSESSOR'S MAP BOOK NO. 537,
PAGES 551 AND 852:

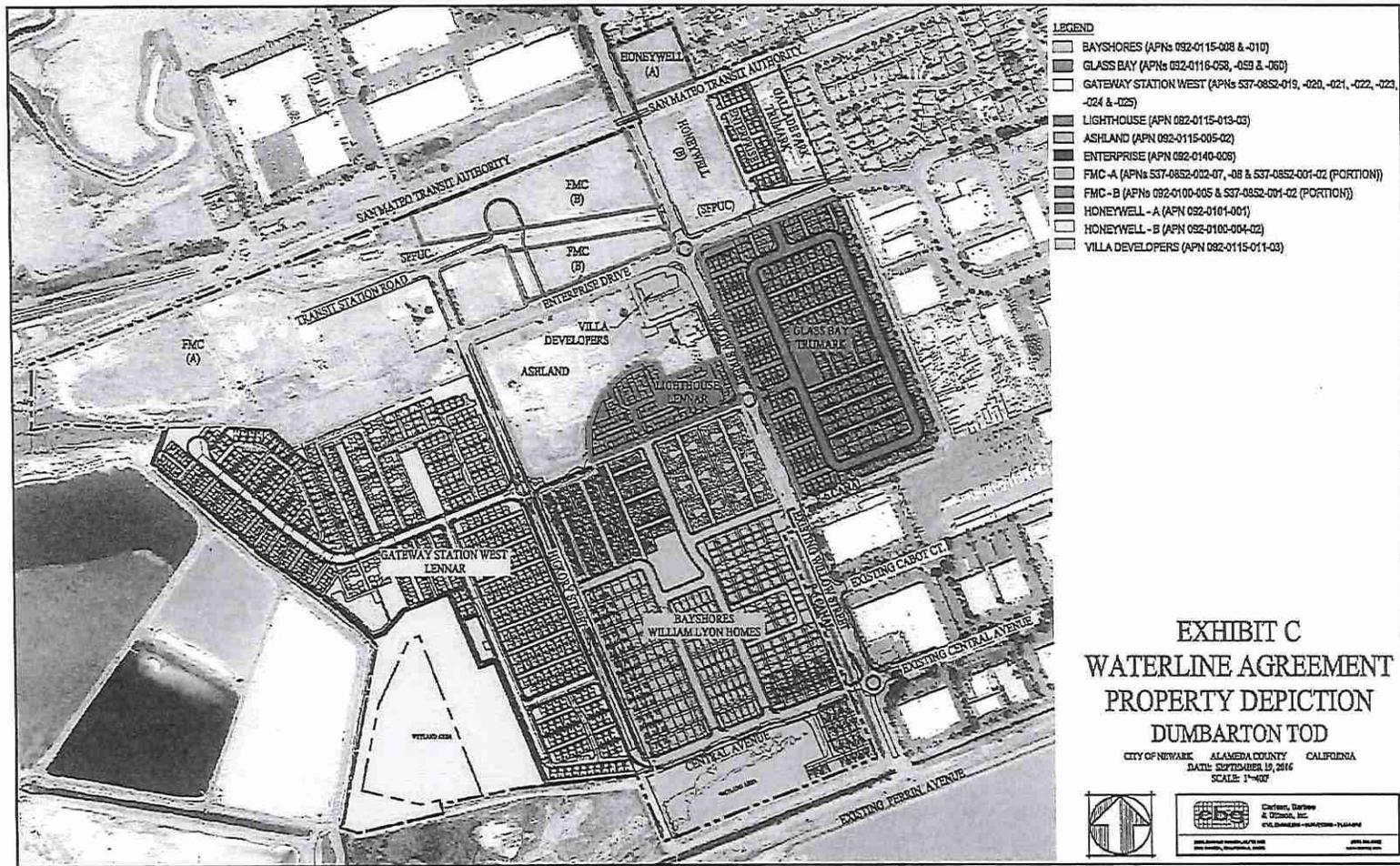
APN 092-0100-004-02, APN 092-0100-005, APN 092-0100-004-02, APN 092-
0101-001, APN 092-0115-005-02, APN 092-0115-008, APN 092-0115-010, APN
092-0115-011-03, APN 092-0115-013-03, APN 092-0116-058, APN 092-0116-
059, APN 092-0116-060, APN 092-0140-006, APN 537-0852-001-02, APN 537-
0852-002-07, APN 537-0852-002-08, APN 537-0852-019, APN 537-0852-020,
APN 537-0852-021, APN 537-0852-022, APN 537-0852-023, APN 537-0852-024
AND APN 537-0852-025.

END OF DESCRIPTION

P:\1900 - 1999\1934-000\LEGALSL\LG-002 WATERLINE AGREEMENT .DOC

EXHIBIT "C"

BENEFITTED PROPERTY



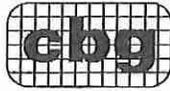
068293\ 8414139v5\ 068293\ 8223427v8

EXHIBIT "C"

G:\1498-40\ACAD\EXHIBITS\80_DUMBARTON TOD PROPERTY OWNER CONTRIBUTIONS.DWG
01/20/18 10:00 AM

EXHIBIT "D"

PRO-RATA BENEFIT PERCENTAGE



**Carlson, Barbee
& Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS

NET ACREAGE CALCULATION
WILLOW STREET WATERLINE AGREEMENT ACREAGE CALCULATION
CITY OF NEWARK, CALIFORNIA

June 13, 2017
Job No. 1934-000

Property	Owner	Net Acreage	Funding Percentage	Estimated Funding Cost
Glass Bay	Trumark	21.10	34.14%	\$ 471,165.05
Bridgeway	Lennar	36.68	59.32%	\$ 818,821.36
Lighthouse	Lennar	4.04	6.54%	\$ 90,213.59
Total		61.80	100%	\$ 1,380,000.00

Note:

1. The Estimated Funding Cost is based on the Engineer's Preliminary Cost Estimate prepared by CBG, Inc. dated June 28, 2016 and Revised on September 14, 2016.

2633 CAMINO RAMON, SUITE 350 • SAN RAMON, CALIFORNIA 94583 • (925) 866-0322 • www.cbandg.com

SAN RAMON • SACRAMENTO

PA1900 - 1599\1934-000\WILLOW STREET WATERLINE ACREAGE_2017-03-16.xlsx\Summary (2)

Page 1 of 1



**Carlson, Barbee
& Gibson, Inc.**

CIVIL ENGINEERS • SURVEYORS • PLANNERS

EXHIBIT D

NET ACREAGE CALCULATION
WILLOW STREET WATERLINE AGREEMENT ACREAGE CALCULATION
CITY OF NEWARK, CALIFORNIA

April 28, 2017
Job No. 1934-000

Property	Owner	Net Acreage	Pro-Rata Benefit Percentage	Estimated Pro-Rata Benefit Cost
Bayshores	Lyon	11.17	9.52%	\$ 131,388.97
Glass Bay	Trumark	21.10	17.98%	\$ 248,150.67
Enterprise	Honeywell	2.14	1.82%	\$ 25,187.89
Bridgeway	Lennar	38.66	31.24%	\$ 431,147.09
Lighthouse	Lennar	4.04	3.44%	\$ 47,513.21
Hotel Site	Villa Developers	1.22	1.04%	\$ 14,348.05
FMC - A	FMC	18.29	15.59%	\$ 215,103.12
FMC - B	FMC	7.25	6.18%	\$ 85,265.04
Honeywell - A	Honeywell	2.02	1.72%	\$ 23,750.60
Honeywell - B	Honeywell	3.57	3.04%	\$ 41,985.68
Ashland	Ashland Inc.	9.88	8.42%	\$ 116,195.67
Total		117.34	100%	\$ 1,380,000.00

Note:

- The estimated Pro-Rata Benefit Cost is based on the Engineer's Preliminary Cost Estimate prepared by CBG, Inc. dated June 28, 2016 and revised on September 14, 2016.

2633 CAMINO RAMON, SUITE 350 • SAN RAMON, CALIFORNIA 94583 • (925) 866-0322 • www.cbagd.com

SAN RAMON • SACRAMENTO

PA1900 - 19921934-000WILLOW STREET WATERLINE ACREAGE_2017-03-16 JSL

Page 1 of 1

F.5 Authorization for the Mayor to sign an agreement with Alameda County for participation in the Alameda County Urban County Community Development Block Grant Program for Fiscal Year 2017-2018 – from Assistant Planner Mangalam. (RESOLUTION)

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

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

Attachment

Action - It is recommended that the City Council, by resolution, authorize the Mayor to sign an agreement with Alameda County for participation in the Alameda County Urban County Community Development Block Grant (CDBG) Program for the 2017-2018 fiscal year.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE MAYOR TO SIGN AN
AGREEMENT WITH ALAMEDA COUNTY FOR
PARTICIPATION IN THE ALAMEDA COUNTY URBAN
COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROGRAM FOR FISCAL YEAR 2017-2018

BE IT RESOLVED by the City Council of the City of Newark that the Mayor of the City of Newark is hereby authorized to sign an agreement with Alameda County for participation in the Alameda County Urban County Community Development Block Grant (CDBG) Program for Fiscal Year 2017-2018, said agreement on file in the Office of the City Clerk.

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

THIS AGREEMENT is made and entered into this 12th day of September, 2017, by and between the County of Alameda (hereinafter referred to as "County"), and the City of Newark, located in the County of Alameda, State of California, (hereafter referred to as "City").

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

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

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

I. STATEMENT OF WORK AND COMPENSATION

- A. City will perform or arrange for the performance of the work under this Agreement in the manner and time provided herein and in accordance with: the budget; the scope of work and any specifications and drawings; and all related documents and provisions attached hereto as Exhibit A and incorporated herein by reference.
- B. The maximum amount of fiscal year 2017 CDBG funds covered by this agreement shall be \$153,925.44. In the event that HUD reduces the Urban County CDBG allocation, the City's allocation will be reduced proportionately.

II. COMMENCEMENT AND COMPLETION REQUIREMENTS

- A. This Agreement shall start on July 1, 2017 and be in effect until June 30, 2019 or until all fiscal year 2017 Urban County CDBG funds allocated to City are disbursed to and expended by City, or for the duration of any regulatory agreement or contract executed in conjunction with a project financed with fiscal year 2017 CDBG funds, or when all of the contract terms have been completed whichever shall first occur.
- B. It shall be the responsibility of the City to coordinate and schedule the work to be performed so that commencement and completion will take place in accordance with the provisions of this Agreement. The County may extend the time for completion of the work to be performed under this Agreement in writing, if it determines that delay in the progress of work is not attributable to the negligence of the City and that such delay was due to causes beyond the control of the City, and if such extension will not cause the County to be out of compliance with CDBG rules and regulations for timely commitment and expenditure of funds.
- C. Any time extension granted to the City to enable the City to complete the work shall not constitute a waiver of rights the County may have under this Agreement.

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

III. SUBCONTRACTS

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

IV. BUDGET

- A. Any requested modification to the Budget attached to this Agreement and incorporated as part of this Agreement, shall be reviewed and approved by the Alameda County Housing Director on behalf of the County. Any budget modifications require the prior written approval of Alameda County Housing Director on behalf of the County. Budget modifications shall not alter: 1) The basic scope of services (Exhibit A) required to be performed under this Agreement; 2) the time period for the services to be performed under this Agreement; and, 3) the total amount of the authorized budget of this Agreement (Exhibit A), subject to future amendments as approved by the Alameda County Housing Director. Any of the cost categories shown in the Agreement Budget, except administration, may be exceeded by ten percent of the indicated figure, provided that the total approved amount of allowable costs is not exceeded and stays under the 15% Urban County Public Services cap.
- B. FY17 funds will be monitored on a project by project basis, rather than by the Urban County as a whole. Projects that do not spend down funds in each quarter must provide a written explanation as to why the project is stalled/delayed and when it is expected that the project will start to expend funds.

V. RECORDS AND REPORTS

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

VI. PROGRAM MONITORING AND EVALUATION

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

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

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

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

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

VII. PROGRAM INCOME

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

VIII. UNIFORM ADMINISTRATIVE REQUIREMENTS

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

IX. RELIGIOUS ACTIVITY PROHIBITION

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

X. REVERSION OF ASSETS

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

solely by the negligence or willful misconduct of any Indemnitee.

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

* * * * *

CITY OF NEWARK

COUNTY OF ALAMEDA

Approved as to form:

Approved as to form: Donna R. Ziegler
County Counsel

By: _____
City Attorney

By: _____
Heather M. Littlejohn
Deputy County Counsel

Date: _____

Date: _____

By: _____
Mayor

By: _____
President, Board of Supervisors

Attest: _____
City Clerk

Date: _____

Date: _____

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

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

EXHIBIT A

03 – Public Facility and Improvements	
Improve ADA access in three public parks	\$117,250
14A Rehabilitation – Single Unit Residential	
Minor Home Repair and Owner Rehab Programs that promote the maintenance of homes and community development.	\$29,697.91
Minor Home Repair and Owner Rehab Program Project Delivery	-10,762.09
21A Administration	
Provide overall CDBG program administration.	\$6,977.53
AFH Plan Consultant	-822.47
TOTAL - CITY OF NEWARK	\$153,925.44
<i>Anticipated Program Income*</i>	<i>\$15,000</i>

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

EXHIBIT A1

ALAMEDA COUNTY HOUSING AND COMMUNITY DEVELOPMENT
AND
CITY OF NEWARK

CFDA number:

■□ CDBG 14.218

CFDA Title: Community Development Block Grants/Entitlement Funds

Name of Federal Agency: Housing and Community Development Department (HUD)

Subrecipient Data Universal Numbering System (DUNS) Number: 021116418

Federal Award Date of award to HCD by HUD:

Federal Award Identification Number: B-17-UC-06-0001

EXHIBIT B

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

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

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

F.6 Initiation of proceedings for annexation of Tract 8098 to Zone 4 – Glass Bay of Landscaping and Lighting District No. 19, approval of the Preliminary Engineer’s Report, declaration of intention to order annexation of Tract 8098 to the assessment district, and setting of public hearing date on November 9, 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. TH-HW Newark, LLC (Trumark Homes), developer of Tract 8098 – Glass Bay, located on the southeastern corner of the intersection of Willow Street and Enterprise Drive, has submitted a petition requesting annexation to Landscaping and Lighting District No. 19.

Because the landscaping and lighting improvements associated with Tract 8098 will provide a different level of service and benefit to the parcels within Tract 8098 than to the parcels currently within Landscaping and Lighting District No. 19, Tract 8098 will annex to, or join, Landscaping and Lighting District No. 19 as “Zone 4 – Glass Bay” to differentiate it from the existing zones listed below:

- Zone 1 – Bayshores
- Zone 2 – Lighthouse
- Zone 3 – Senior Housing

A separate assessment rate will be calculated for each zone based on the distinct level of service and special 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 8098 to Zone 4 – Glass Bay of Landscaping and Lighting District No. 19 is recommended for consideration by the City Council at a Public Hearing on November 9, 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 8098 to Zone 4 – Glass Bay 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 Enterprise Drive to the southern boundary of Tract 8098
- II. The maintenance of the landscaping, landscape irrigation system, and street lighting system within the planter strips, median, and traffic circles on Enterprise

Drive, from its intersection with Willow Street to the eastern boundary of Tract 8098

- III. The maintenance of an “in-tract” street lighting system along the following public street frontages: Back Bay Road, Bay Landing Road, Bay Crest Road, Blue Anchor Way, Bluff Way and Seawind Way
- IV. The maintenance of a trash capture device located along the Enterprise Drive frontage of Tract 8098
- V. The maintenance of trash capture devices located within the “in-tract” public rights-of-way

Maintenance of landscape improvements along the “in-tract” public street frontages within the Tract 8098 will be the responsibility of the developer and eventually the Homeowner’s Association of Tract 8098.

Based on the Preliminary Engineer’s Report, the maximum assessment for Fiscal Year 2017-18 for Zone 4 – Glass Bay would be \$91.14 for each single-family unit within Tract 8098, for a total district assessment of \$19,777.38. 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, while trash capture devices provide a certain level of special benefit to the parcels within Zone 4 – Glass Bay, they also provide a general benefit to the City of Newark as a whole by reducing the amount of trash and contaminants in our streams and bay. The City’s contribution for the general benefits from the trash captured devices is \$4,636.80.

Attachment

Action – It is recommended that the City Council, by resolution: (1) initiate proceedings for the annexation of Tract 8098 to Zone 4 – Glass Bay of Landscaping and Lighting District No. 19, (2) approve the Preliminary Engineer’s Report, (3) declare the intention to order the annexation of Tract 8098 to the assessment district, and (4) set the Public Hearing date on November 9, 2017.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK INITIATING PROCEEDINGS FOR THE ANNEXATION OF TRACT 8098 TO ZONE 4 – GLASS BAY OF LANDSCAPING AND LIGHTING DISTRICT NO. 19, APPROVING THE PRELIMINARY ENGINEER’S REPORT, DECLARING INTENTION TO ORDER THE ANNEXATION OF TRACT 8098 TO THE ASSESSMENT DISTRICT, AND SET THE PUBLIC HEARING DATE ON NOVEMBER 9, 2017

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

1. The City Council proposes to annex Tract 8098 to Zone 4 – Glass Bay 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 Enterprise Drive to the southern boundary of Tract 8098
 - II. The maintenance of the landscaping, landscape irrigation system, and street lighting system within the planter strips, median, and traffic circles on Enterprise Drive, from its intersection with Willow Street to the eastern boundary of Tract 8098
 - III. The maintenance of an “in-tract” street lighting system along the following public street frontages: Back Bay Road, Bay Landing Road, Bay Crest Road, Blue Anchor Way, Bluff Way and Seawind Way
 - IV. The maintenance of a trash capture device located along the Enterprise Drive frontage of Tract 8098
 - V. The maintenance of trash capture devices located within the “in-tract” public rights-of-way.

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 4 – Glass Bay 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 Preliminary Engineer's 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 8098 to Zone 4 – Glass Bay of Landscaping and Lighting District No. 19 in accordance with Section 22620 of the Streets and Highways Code. A Public Hearing will be held by the City Council on Thursday, November 9, 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 \$19,777.38, and the maximum assessment per single-family dwelling unit for Fiscal Year 2017-2018 is \$91.14. 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 4 – Glass Bay of Landscaping and Lighting District No. 19.



PRELIMINARY ENGINEER'S REPORT

Landscape and Lighting District No. 19 Annexation No. 3 (Tract 8098 – Glass Bay)

Fiscal Year 2017/18

For the

CITY OF NEWARK

Alameda County, California

September 14, 2017



Harris & Associates

**ENGINEER'S REPORT
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Appendices

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

CERTIFICATIONS

**ANNEXATION INTO THE CITY OF NEWARK
LANDSCAPE AND LIGHTING DISTRICT NO. 19
(Tract No. 8098 – Glass Bay)**

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: September 14, 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 XIIID 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 XIIID 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:

**THE CITY OF NEWARK
LANDSCAPE AND LIGHTING DISTRICT NO. 19
ANNEXATION NO. 3 – TRACT 8098 (Glass Bay)**

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

The proposed improvements for the Annexation 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 as shown on the maintenance exhibit in Appendix A, specifically:

- The east side of Willow Street at the southeast and northeast corners of Seawind Way and Willow Street
- Medians along Willow Street along the westerly border of the tract
- Medians along Enterprise Drive along the northerly border of the tract
- Traffic Circle at the intersection of Willow Street and Seawind Way
- Traffic Circle at the intersection of Willow Street and Enterprise Drive
- 27 Landscape Debris/Trash Capture Devices ("TCD") throughout the tract

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 on the maintenance exhibit in Appendix A, specifically:

- 21 street lights located throughout the interior of the tract
- 4 street lights located along Enterprise Drive at the northerly boundary of the tract
- 4 street lights located along Willow Street between Central Avenue and Seawind Way
- 4 street lights located along Willow Street between Seawind Way and Enterprise Drive

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

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.

Item	Cost/Year
Maintenance	
Landscape Maintenance	\$9,978.65
Street Lighting Maintenance	<u>3,215.19</u>
Total Maintenance Cost	\$13,193.84
Administrative Cost	\$5,530.81
Reserves	
Operating Reserve (10% of Total Maintenance Cost)	\$1,319.38
Annual Capital Replacement Reserve	<u>7,476.78</u>
Total Reserves	\$8,796.16
Total Maintenance, Administrative and Reserve Costs	\$27,520.81
Less: Beginning Balance	0.00
Less: Required Contribution from General Fund	<u>(7,743.43)</u>
Total Assessment Amount - Annexation No. 3	\$19,777.38

Maintenance Costs

Item	Unit	Quantity	Cost/Unit	Cost/Year
<u>Landscape Maintenance</u>				
Medians along Willow between Seawind and northern boundary of tract	SF	5,155.00	\$0.23	1,185.65
Medians along Willow between Seawind and southern boundary of tract	SF	3,500.00	\$0.23	805.00
Medians along Enterprise between Willow and Bay Landing	SF	3,255.00	\$0.23	748.65
Medians along Enterprise between Bay Landing and eastern boundary of tract	SF	3,090.00	\$0.23	710.70
Entrance of tract, north and south of Seawind	SF	1,965.00	\$0.23	451.95
Traffic Circle at intersection of Willow and Seawind	SF	2,645.00	\$0.23	608.35
Traffic Circle at intersection of Willow and Enterprise	SF	2,645.00	\$0.23	608.35
Trash Capture Devices ("TCD")	EA	27	\$180.00	<u>4,860.00</u>
Total Landscape Maintenance Cost				\$9,978.65
<u>Street Lighting Maintenance</u>				
Enterprise at northern boundary of tract	EA	4	\$97.43	\$389.72
Willow from Central to Seawind	EA	4	\$97.43	389.72
Willow from Seawind to Enterprise	EA	4	\$97.43	389.72
Throughout interior of tract	EA	21	\$97.43	<u>2,046.03</u>
Total Street Lighting Maintenance Cost				\$3,215.19
Total Maintenance Cost				\$13,193.84

Administrative Costs

Item	Cost/Year
<u>Administrative Cost</u>	
City Personnel Costs	\$1,319.38
Contractual Maintenance Costs	1,319.38
Inspection	1,055.51
Assessment Engineering	1,500.00
Alameda County Collection Charges (1.7%)	336.22
Rounding Adjustment	<u>0.32</u>
Total Administrative Cost	\$5,530.81

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/Year
<u>Landscape Improvements</u>					
Medians along Willow between Seawind and northern boundary of tract	SF	5,155.00	\$1.40	75	96.23
Medians along Willow between Seawind and southern boundary of tract	SF	3,500.00	\$1.40	75	65.33
Medians along Enterprise between Willow and Bay Landing	SF	3,255.00	\$1.40	75	60.76
Medians along Enterprise between Bay Landing and eastern boundary of tract	SF	3,090.00	\$1.40	75	57.68
Entrance of tract, north and south of Seawind	SF	1,965.00	\$1.40	75	36.68
Traffic Circle at intersection of Willow and Seawind	SF	2,645.00	\$1.40	75	49.37
Traffic Circle at intersection of Willow and Enterprise	SF	2,645.00	\$1.40	75	49.37
Trash Capture Devices ("TCD")	EA	27.00	\$500.00	30	<u>450.00</u>
Total Landscape Improvements Replacement Cost					\$865.42
<u>Street Lighting Improvements</u>					
LED Post Top	EA	33	\$1,771.92	14	\$4,268.13
LED Printed Circuit Boards	EA	33	\$480.00	14	1,156.20
Driver	EA	33	\$92.31	14	222.35
Button Photocell	EA	33	\$86.54	25	114.23
Fusing	EA	33	\$19.23	25	25.38
Tapered Round POLE	EA	33	\$1,044.38	75	459.53
Pole Bracket/Arm	EA	33	\$830.77	75	<u>365.54</u>
Total Street Lighting Improvements Replacement Cost					\$6,611.36
Total Annual Replacement Cost					\$7,476.78

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, 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, 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 Glass Bay Tract Map 8098 is comprised of 217 single family homes 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 Area

There are parcels outside of the Annexation area that receive special benefit from some of the Improvements. Parcels that front the west side of Willow Street receive special benefit from the Improvements on Willow Street. The Improvements that provide special benefit to parcels outside of the Annexation area 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 Lighthouse and Newark Seniors Housing developments.
- Medians along Willow Street, between Seawind Way and the southerly border of the tract provide special benefit to the parcels in the Bayshores development.
- Traffic Circle at the intersection of Seawind Way and Willow Street provides special benefit to the Lighthouse and Bayshores developments.
- Traffic Circle at the intersection of Willow Street and Enterprise Drive provides special benefit to the Newark Seniors Housing development.

Share of Landscape Maintenance Cost Estimate to Parcels Outside of the Annexation Area

The share of the cost estimate related to landscape maintenance that provides special benefit to parcels outside of the Annexation area are shown in the following tables:

Allocation of the Cost of Willow Street Medians between Seawind Way and the Northerly Border of the Tract to Annexation Parcels and Parcels Outside of the Annexation Area

Item	EDUs	% of EDUs	Cost Share
Lighthouse	66.00	19.45%	\$230.66
Newark Seniors Housing	56.25	16.58%	196.59
Trumark	<u>217.00</u>	<u>63.96%</u>	<u>758.40</u>
Total for Medians	339.25	100.00%	\$1,185.65

Allocation of the Cost of Willow Street Medians between Seawind Way and the Southerly Border of the Tract to Annexation Parcels and Parcels Outside of the Annexation Area

Item	EDUs	% of EDUs	Cost Share
Bayshores	475.75	68.68%	\$552.84
Trumark	<u>217.00</u>	<u>31.32%</u>	<u>252.16</u>
Total for Medians	692.75	100.00%	\$805.00

Allocation of the Cost of the Traffic Circle at the intersection of Willow Street and Seawind Way to Annexation Parcels and Parcels Outside of the Annexation Area

Item	EDUs	% of EDUs	Cost Share
Lighthouse	66.00	8.70%	\$52.92
Bayshores	475.75	62.70%	381.44
Trumark	<u>217.00</u>	<u>28.60%</u>	<u>173.99</u>
Total for Traffic Circle	758.75	100.00%	\$608.35

Allocation of the Cost of the Traffic Circle at the intersection of Willow Street and Enterprise Drive to Annexation Parcels and Parcels Outside of the Annexation Area

Item	EDUs	% of EDUs	Cost Share
Newark Seniors Housing	56.25	20.59%	\$125.23
Trumark	<u>217.00</u>	<u>79.41%</u>	<u>483.12</u>
Total for Traffic Circle	273.25	100.00%	\$608.35

Street Lighting Improvements

- Street lights along Willow Street between Central Avenue and Seawind Way (including the street light on the Traffic Circle at Seawind Way) provide special benefit to the parcels in the Bayshores development.
- Street lights along Willow Street between Seawind Way and Enterprise Drive provide special benefit to the parcels in the Lighthouse and Newark Seniors Housing developments.

Share of Street Lighting Maintenance Cost Estimate to Parcels Outside of the Annexation Area

The share of the cost estimate related to street lighting maintenance that provides special benefit to parcels outside of the Annexation area are shown in the following tables:

Allocation of the Cost of Street Lights along Willow Street between Central Avenue and Seawind Way to Annexation Parcels and Parcels Outside of the Annexation Area

Item	EDUs	% of EDUs	Cost Share
Bayshores	475.75	68.68%	\$267.64
Trumark	<u>217.00</u>	<u>31.32%</u>	<u>122.08</u>
Total for Street Lights	692.75	100.00%	\$389.72

Allocation of the Cost of Street Lights along Willow Street between Seawind Way and Enterprise Drive to Annexation Parcels and Parcels Outside of the Annexation Area

Item	EDUs	% of EDUs	Cost Share
Lighthouse	66.00	19.45%	\$75.82
Newark Seniors Housing	56.25	16.58%	64.62
Trumark	<u>217.00</u>	<u>63.96%</u>	<u>249.28</u>
Total for Street Lights	339.25	100.00%	\$389.72

Required Contribution for Special Benefit to Parcels Outside of the Annexation Area

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

Item	Cost/Year
<u>Landscape Maintenance</u>	
Medians along Willow between Seawind and northern boundary of tract	\$427.25
Medians along Willow between Seawind and southern boundary of tract	552.84
Traffic Circle at intersection of Willow and Seawind	434.36
Traffic Circle at intersection of Willow and Enterprise	<u>125.23</u>
Total Landscape Maintenance Cost	\$1,539.68
<u>Street Lighting Maintenance</u>	
Willow from Central to Seawind (including light on Traffic Circle at Seawind)	\$267.64
Willow from Seawind to Enterprise	<u>140.44</u>
Total Street Lighting Maintenance Cost	\$408.08
Total Maintenance Cost	\$1,947.76
<u>Reserves</u>	
Operating Reserve (10% of Total Maintenance Cost)	\$194.78
Annual Capital Replacement Reserve	<u>964.09</u>
Total Reserves	\$1,158.87
Total Maintenance and Reserve Costs	\$3,106.63

The share of costs allocated to parcels outside of the Annexation area cannot be assessed to Annexation parcels and this amount is the required contribution from some other sources, such as assessments from parcels within another Zone of Landscape and Lighting District No. 19 that receive special benefit from the improvements, or from 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 Annexation parcels between special and general benefit.

The Improvements that provide general benefit are as follows:

- 27 Trash Capture Devices

General Benefit Share of Cost Estimate

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

27 Trash Capture Devices

Item	EDUs	% of EDUs	Cost Share
Special Benefit to Parcels	43.40	20.0%	\$972.00
General Benefit to Parcels	<u>173.60</u>	<u>80.0%</u>	<u>3,888.00</u>
Totals	217.00	100.0%	\$4,860.00

Required Contribution for General Benefit

The total required contribution for general benefit is as follows:

Item	Cost/Year
<u>Landscape Maintenance</u>	
Trash Capture Devices	<u>\$3,888.00</u>
Total Landscape Maintenance Cost	\$3,888.00
<u>Reserves</u>	
Operating Reserve (10% of Total Maintenance Cost)	\$388.80
Annual Capital Replacement Reserve	<u>360.00</u>
Total Reserves	\$748.80
<u>Total Maintenance and Reserve Costs</u>	<u>\$4,636.80</u>

The share of costs allocated to parcels outside of the Annexation area 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 and Special Benefit to Parcels Outside of the Annexation Area

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

Item	Cost/Year
Required Contribution for Special Benefit	\$3,106.63
Required Contribution for General Benefit	<u>4,636.80</u>
Total Required Contribution for General Benefit and Special Benefit to Parcels Outside of the District	\$7,743.43

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. Glass Bay is a low density residential development with approximately 217 planned single family residential units with a total EDU count of 217, located on approximately 21.37 acres. This calculates to an EDU Factor of 10.15 EDU per developed non-residential acre. All properties that are developed for non-residential uses are therefore assigned 10.15 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 2.03 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	10.15 EDU Per Acre
Vacant Property	2.03 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	217.00	1.000	217.00
Multi-Family - Condo - Townhome	0.00	0.750	0.00
Non-Residential	0.00	10.15	0.00
Vacant Property	0.00	2.030	0.00
Totals	217.00		217.00

Assessment Rate Per EDU

The Maximum Assessment Rate Per EDU for the Annexation is calculated by dividing the Maximum 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
\$19,777.38	217.00	\$91.14

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 and Applied Assessment		
Maximum Assessment Rate	Maximum Assessment	Applied Assessment Rate
\$91.14 per EDU	\$19,777.38	\$0.00 per EDU

The Applied Assessment Rate 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 2017/18, 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

The Maintenance Funding Exhibit is shown on the following page.



MAINTENANCE FUNDING EXHIBIT
 CITY OF NEWARK
 LANDSCAPE AND LIGHTING DISTRICT NO. 19
 ANNEXATION NO. 3
 (GLASS BAY - TRACT 8098)

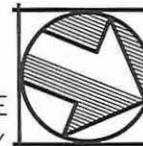
ALAMEDA COUNTY CALIFORNIA

DATE: AUGUST 24, 2017

SCALE: 1"=150'

LEGEND:

-  LANDSCAPE
-  PUBLIC STREET
-  STREET LIGHT
-  CATCH BASIN WITH TRASH CAPTURE DEVICE
-  ANNEXATION BOUNDARY



Carlson, Barbee
 & Gibson, Inc.
 CIVIL ENGINEERS • SURVEYORS • PLANNERS

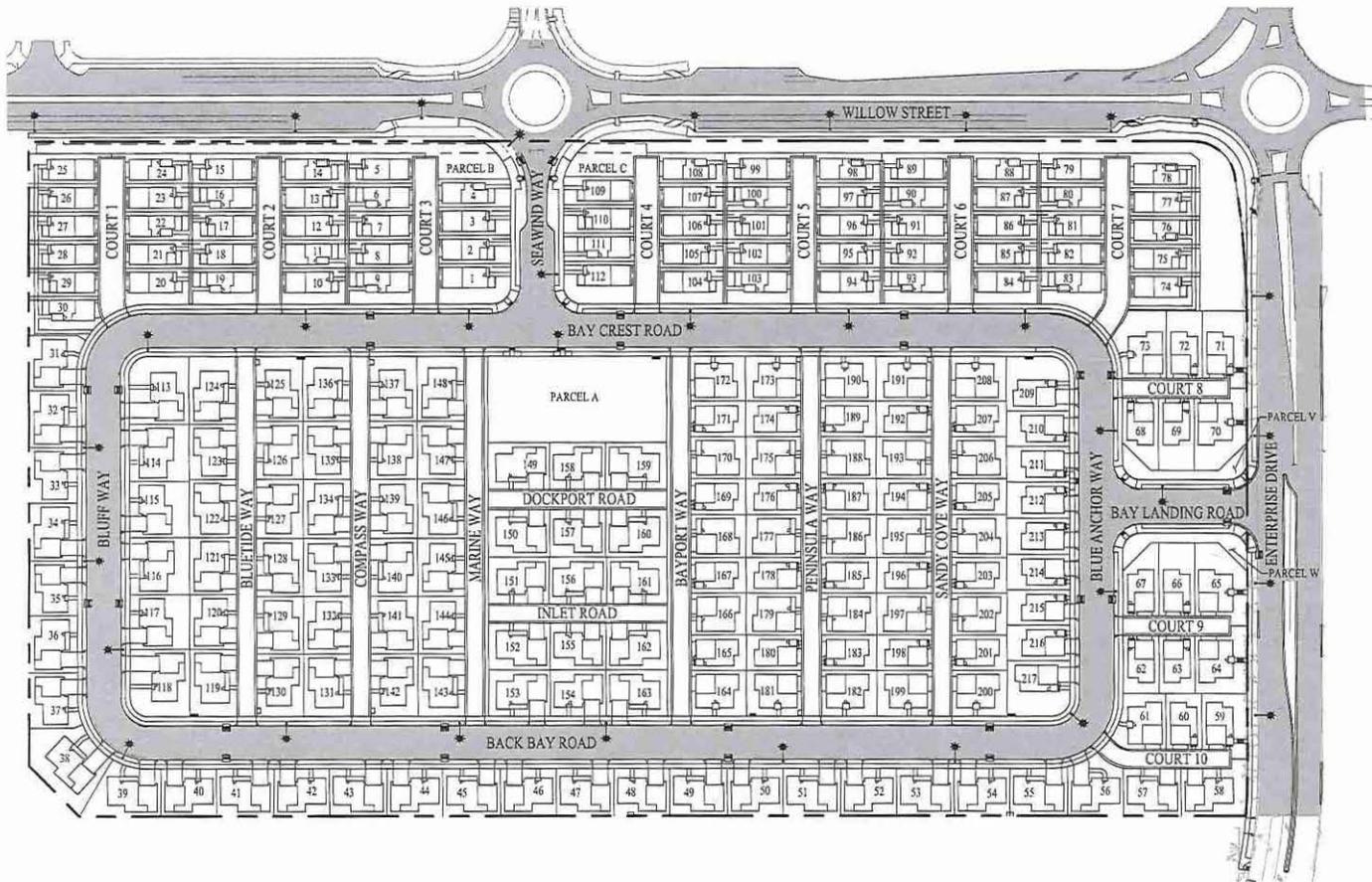
2633 CAMINO RAMON, SUITE 350
 SAN RAMON, CALIFORNIA 94583

(925) 866-0322
 www.cbandg.com

APPENDIX B

The Assessment Diagram for the Annexation is shown on the following page.

**ASSESSMENT DIAGRAM OF
LANDSCAPE AND LIGHTING DISTRICT NO. 19
ANNEXATION NO. 3 (TRACT 8098 - GLASS BAY)
CITY OF NEWARK, COUNTY OF ALAMEDA STATE OF CALIFORNIA**



LEGEND:

- ANNEXATION BOUNDARY
- ASSESSMENT NUMBER
- PUBLIC STREET

GRAPHIC SCALE
1" = 150'

NOTES:

REFERENCE IS HEREBY MADE TO THE MAPS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF ALAMEDA FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCELS SHOWN HEREIN, WHICH MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS.

1. FILED IN THE OFFICE OF THE CITY CLERK, CITY OF NEWARK, THIS _____ DAY OF _____, 2017.

CITY CLERK

2. RECORDED IN THE OFFICE OF THE CITY ENGINEER, CITY OF NEWARK, THIS _____ DAY OF _____, 2017.

CITY ENGINEER
CITY OF NEWARK

3. AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL ON THE LOTS, PIECES, AND PARCELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM. SAID ASSESSMENT WAS LEVIED ON THE _____ DAY OF _____, 2017; THE ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE CITY ENGINEER, AS THE SUPERINTENDENT OF STREETS, OF THE CITY OF NEWARK ON THE _____ DAY OF _____, 2017. REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE CITY ENGINEER FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

CITY ENGINEER
CITY OF NEWARK

4. FILED THIS _____ DAY OF _____, 2017, AT THE HOUR OF _____ O'CLOCK ____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

COUNTY RECORDER,
COUNTY OF ALAMEDA

ASSESSMENT DIAGRAM OF
LANDSCAPE AND LIGHTING DISTRICT NO. 19
ANNEXATION NO. 3 (TRACT 8098 - GLASS BAY)
CITY OF NEWARK, COUNTY OF ALAMEDA
STATE OF CALIFORNIA



Harris & Associates

DATE: AUGUST 23, 2017

SHEET: 1 OF 1

APPENDIX C Assessment Roll

City of Newark Landscape and Lighting District No. 19 Annexation No. 3 Tract 8098 (Glass Bay)

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	092-0259-024	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
2	092-0259-025	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
3	092-0259-026	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
4	092-0259-027	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
5	092-0259-028	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
6	092-0259-029	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
7	092-0259-030	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
8	092-0259-031	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
9	092-0259-032	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
10	092-0259-033	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
11	092-0259-034	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
12	092-0259-035	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
13	092-0259-036	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
14	092-0259-037	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
15	092-0259-038	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
16	092-0259-039	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
17	092-0259-040	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
18	092-0259-041	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
19	092-0259-042	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
20	092-0259-043	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
21	092-0259-044	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
22	092-0259-045	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
23	092-0259-046	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
24	092-0259-047	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
25	092-0259-048	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
26	092-0259-049	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
27	092-0259-050	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
28	092-0259-051	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
29	092-0259-052	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
30	092-0259-053	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
31	092-0259-054	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
32	092-0259-055	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
33	092-0259-056	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
34	092-0259-057	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
35	092-0259-058	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
36	092-0259-059	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
37	092-0259-060	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
38	092-0259-061	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
39	092-0259-062	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00

Lot No.	APN	OWNER	PARCEL		EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2017/18	2017/18
			TYPE	UNITS				MAXIMUM ASSESSMENT	APPLIED ASSESSMENT
40	092-0259-063	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
41	092-0259-064	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
42	092-0259-065	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
43	092-0259-066	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
44	092-0259-067	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
45	092-0259-068	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
46	092-0259-069	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
47	092-0259-070	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
48	092-0259-071	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
49	092-0259-072	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
50	092-0259-073	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
51	092-0259-074	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
52	092-0259-075	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
53	092-0259-076	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
54	092-0259-077	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
55	092-0259-078	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
56	092-0259-079	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
57	092-0259-080	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
58	092-0259-081	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
59	092-0259-082	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
60	092-0259-083	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
61	092-0259-084	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
62	092-0259-085	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
63	092-0259-086	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
64	092-0259-087	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
65	092-0259-088	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
66	092-0259-089	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
67	092-0259-090	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
68	092-0259-091	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
69	092-0259-092	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
70	092-0259-093	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
71	092-0259-094	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
72	092-0259-095	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
73	092-0259-096	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
74	092-0259-097	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
75	092-0259-098	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
76	092-0259-099	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
77	092-0259-100	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
78	092-0259-101	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
79	092-0259-102	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
80	092-0259-103	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
81	092-0259-104	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
82	092-0259-105	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
83	092-0259-106	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
84	092-0259-107	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
85	092-0259-108	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
86	092-0259-109	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
87	092-0259-110	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
88	092-0259-111	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
89	092-0259-112	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
90	092-0259-113	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
91	092-0259-114	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
92	092-0259-115	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00

Lot No.	APN	OWNER	PARCEL		EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2017/18	2017/18
			TYPE	UNITS				MAXIMUM ASSESSMENT	APPLIED ASSESSMENT
93	092-0259-116	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
94	092-0259-117	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
95	092-0259-118	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
96	092-0259-119	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
97	092-0259-120	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
98	092-0259-121	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
99	092-0259-122	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
100	092-0259-123	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
101	092-0259-124	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
102	092-0259-125	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
103	092-0259-126	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
104	092-0259-127	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
105	092-0259-128	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
106	092-0259-129	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
107	092-0259-130	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
108	092-0259-131	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
109	092-0259-132	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
110	092-0259-133	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
111	092-0259-134	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
112	092-0259-135	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
113	092-0259-136	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
114	092-0259-137	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
115	092-0259-138	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
116	092-0259-139	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
117	092-0259-140	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
118	092-0259-141	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
119	092-0259-142	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
120	092-0259-143	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
121	092-0259-144	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
122	092-0259-145	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
123	092-0259-146	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
124	092-0259-147	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
125	092-0259-148	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
126	092-0259-149	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
127	092-0259-150	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
128	092-0259-151	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
129	092-0259-152	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
130	092-0259-153	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
131	092-0259-154	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
132	092-0259-155	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
133	092-0259-156	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
134	092-0259-157	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
135	092-0259-158	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
136	092-0259-159	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
137	092-0259-160	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
138	092-0259-161	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
139	092-0259-162	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
140	092-0259-163	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
141	092-0259-164	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
142	092-0259-165	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
143	092-0259-166	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
144	092-0259-167	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
145	092-0259-168	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00

Lot No.	APN	OWNER	PARCEL		EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2017/18	2017/18
			TYPE	UNITS				MAXIMUM ASSESSMENT	APPLIED ASSESSMENT
146	092-0259-169	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
147	092-0259-170	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
148	092-0259-171	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
149	092-0259-172	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
150	092-0259-173	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
151	092-0259-174	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
152	092-0259-175	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
153	092-0259-176	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
154	092-0259-177	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
155	092-0259-178	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
156	092-0259-179	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
157	092-0259-180	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
158	092-0259-181	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
159	092-0259-182	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
160	092-0259-183	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
161	092-0259-184	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
162	092-0259-185	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
163	092-0259-186	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
164	092-0259-187	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
165	092-0259-188	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
166	092-0259-189	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
167	092-0259-190	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
168	092-0259-191	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
169	092-0259-192	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
170	092-0259-193	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
171	092-0259-194	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
172	092-0259-195	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
173	092-0259-196	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
174	092-0259-197	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
175	092-0259-198	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
176	092-0259-199	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
177	092-0259-200	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
178	092-0259-201	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
179	092-0259-202	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
180	092-0259-203	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
181	092-0259-204	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
182	092-0259-205	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
183	092-0259-206	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
184	092-0259-207	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
185	092-0259-208	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
186	092-0259-209	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
187	092-0259-210	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
188	092-0259-211	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
189	092-0259-212	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
190	092-0259-213	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
191	092-0259-214	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
192	092-0259-215	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
193	092-0259-216	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
194	092-0259-217	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
195	092-0259-218	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
196	092-0259-219	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
197	092-0259-220	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
198	092-0259-221	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00

Lot No.	APN	OWNER	PARCEL TYPE	UNITS	EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2017/18	2017/18
								MAXIMUM ASSESSMENT	APPLIED ASSESSMENT
199	092-0259-222	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
200	092-0259-223	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
201	092-0259-224	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
202	092-0259-225	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
203	092-0259-226	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
204	092-0259-227	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
205	092-0259-228	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
206	092-0259-229	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
207	092-0259-230	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
208	092-0259-231	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
209	092-0259-232	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
210	092-0259-233	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
211	092-0259-234	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
212	092-0259-235	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
213	092-0259-236	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
214	092-0259-237	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
215	092-0259-238	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
216	092-0259-239	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
217	092-0259-240	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
		TOTALS:		217.00		217.00		\$19,777.38	\$0.00

F.7 Adopting a Compensation Plan for Certain Positions in the Exempt Service Employee Group to amend the Hourly Wage Rate Schedule for Part-Time, Seasonal, and Temporary (PST) Classifications, and Revoking Resolution No. 10,570 – from Human Resources Director Abe. (RESOLUTION)

Background/Discussion – The Schedule of Part-time, Seasonal, and Temporary (PST) Classifications provides a list of hourly wage rates for temporary positions. Due to a scheduled increase in the California minimum wage and the recently negotiated salary for Public Safety Dispatcher, this schedule was reviewed to identify recommendations for minimum wage compliance and for the maintenance of equitable internal compensation relationships.

The first recommendation is based on the recently negotiated salary range for full-time Public Safety Dispatchers. The Police Department employs both full-time and PST dispatchers as needed during staff vacancies, vacations, and other absences. This compliment of full-time and PST dispatchers facilitates appropriate staffing levels in the most cost effective manner by reducing the need for overtime. A 4% adjustment to the hourly pay rate for PST Public Safety Dispatchers is recommended effective September 16, 2017 for pay equity.

The second recommendation is needed for compliance with State minimum wage legislation. Effective January 1, 2018, the California minimum wage will increase from \$10.50 to \$11 per hour. As a result, starting January 1, 2018, the starting pay for some temporary positions will need to be increased by \$0.50 per hour.

Because the negotiated salary adjustment for Public Safety Dispatcher took effect recently, staff recommends that the adjustment for hourly pay rate for PST Public Safety Dispatchers take effect the next pay period, which begins on September 16, 2017. Also, because the state law minimum wage increase commences January 1, 2018, staff recommends that the adjustments for those temporary positions take effect on January 1, 2018.

Accordingly, a draft resolution has been prepared that would implement the 4% adjustment for PST Public Safety Dispatchers the next pay period and start the \$0.50 per hour increase for some temporary positions on January 1, 2018. The attached resolution would also revoke the previously adopted resolution that established the existing pay schedule (Resolution 10,570).

Action - It is recommended that the City Council, by resolution, adopt Compensation Plans for certain positions in the Exempt Service Employee Group to amend the Hourly Wage Rate Schedule for Part-Time, Seasonal, and Temporary (PST) Classifications, and revoke Resolution No. 10,570.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ADOPTING COMPENSATION PLANS FOR CERTAIN POSITIONS IN THE EXEMPT SERVICE EMPLOYEE GROUP TO AMEND THE SCHEDULE OF HOURLY WAGE RATES FOR PART-TIME, SEASONAL, AND TEMPORARY (PST) CLASSIFICATIONS, AND REVOKING RESOLUTION NO. 10570

WHEREAS, the City of Newark ("City") currently employs "part-time, seasonal, and temporary" employees, otherwise known as "PST" employees;

WHEREAS, there was a recently negotiated salary increase for full-time public safety dispatchers;

WHEREAS, there is a need to amend the Schedule of Hourly Wage Rates for PST employees (hereinafter "Schedule") so that part-time public safety dispatchers receive equitable compensation;

WHEREAS, commencing January 1, 2018, the California minimum wage will increase from \$10.50 per hour to \$11 per hour and, therefore, the Schedule will need to be amended accordingly; and

WHEREAS, the City Council of the City of Newark desires to amend the Schedule to reflect the aforementioned.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby adopts the Compensation Plans, as attached, for certain positions in the Exempt Service, as follows:

- (1) Exempt Service for the purposes of this resolution includes PST Employees;
- (2) Effective September 16, 2017, the Schedule for PST Classifications is contained in EXHIBIT "A";
- (3) Effective January 1, 2018, EXHIBIT "A" shall be automatically revoked and the Schedule for PST classifications shall be contained in EXHIBIT "B"; and
- (4) Employees appointed to exempt positions listed on the Schedules contained in EXHIBITS "A" and "B" shall receive an hourly rate between the top and bottom of the range based on the qualifications of the appointee.

BE IT FURTHER RESOLVED that Resolution Number 10,570 is hereby revoked effective September 16, 2017, and if any provisions contained herein are found to be in conflict with provisions of any other resolutions, the provisions herein shall prevail.

EXHIBIT A
City of Newark, CA
PART-TIME, SEASONAL, and TEMPORARY (PST) CLASSIFICATIONS
Schedule of Hourly Wage Rates Effective September 16, 2017

Position	Hourly Rate Range	
	<u>Bottom</u>	<u>Top</u>
Activity Coordinator	12.00	21.00
Aquatics Instructor I	12.50	18.00
Aquatics Instructor II	13.50	30.00
Café Worker I	10.50	12.00
Café Worker II	11.50	16.00
Customer Service Representative	10.50	12.00
Engineering Aide	24.50	34.00
Equipment Operator	21.00	28.00
General Maintenance Worker I	10.50	19.00
General Maintenance Worker II	12.50	22.00
General Maintenance Worker III	20.00	25.00
Inspector	25.00	45.00
Intern	13.00	25.00
Lifeguard I	11.50	15.00
Office Assistant I	15.00	24.00
Office Assistant II	16.50	26.00
Plan Checker	33.50	46.00
Planning Commissioner	75.00 per meeting	
Police Services Aide I*	10.50	15.00
Police Services Aide II*	14.00	20.00
Police Officer Trainee	30.00	
Pool Service Technician	15.00	25.00
Preschool Aide	12.00	17.00
Preschool Instructor	16.50	23.00
Public Safety Dispatcher	39.61	48.16
Professional Services Specialist	50.00	125.00
Recreation Instructor	13.50	30.00
Recreation Leader I	10.50	13.00
Recreation Leader II	11.00	15.00
Red Light Photo Enforcement Technician	31.62	38.43
Senior Customer Service Representative	12.50	17.00
Senior Lifeguard	15.00	24.00
Special Assistant	15.00	75.00
Sports Official	13.00	30.00

**The Police Services Aide positions receive a yearly \$100 uniform allowance. The allowance is paid in two payments of \$50 each on January 31 and July 31.*

EXHIBIT B
City of Newark, CA
PART-TIME, SEASONAL, and TEMPORARY (PST) CLASSIFICATIONS
Schedule of Hourly Wage Rates Effective January 1, 2018

Position	Hourly Rate Range	
	<u>Bottom</u>	<u>Top</u>
Activity Coordinator	12.00	21.00
Aquatics Instructor I	12.50	18.00
Aquatics Instructor II	13.50	30.00
Café Worker I	11.00	12.00
Café Worker II	11.50	16.00
Customer Service Representative	11.00	12.00
Engineering Aide	24.50	34.00
Equipment Operator	21.00	28.00
General Maintenance Worker I	11.00	19.00
General Maintenance Worker II	12.50	22.00
General Maintenance Worker III	20.00	25.00
Inspector	25.00	45.00
Intern	13.00	25.00
Lifeguard I	11.50	15.00
Office Assistant I	15.00	24.00
Office Assistant II	16.50	26.00
Plan Checker	33.50	46.00
Planning Commissioner	75.00 per meeting	
Police Services Aide I*	11.00	15.00
Police Services Aide II*	14.00	20.00
Police Officer Trainee	30.00	
Pool Service Technician	15.00	25.00
Preschool Aide	12.00	17.00
Preschool Instructor	16.50	23.00
Public Safety Dispatcher	39.61	48.16
Professional Services Specialist	50.00	125.00
Recreation Instructor	13.50	30.00
Recreation Leader I	11.00	13.00
Recreation Leader II	11.50	15.00
Red Light Photo Enforcement Technician	31.62	38.43
Senior Customer Service Representative	12.50	17.00
Senior Lifeguard	15.00	24.00
Special Assistant	15.00	75.00
Sports Official	13.00	30.00

**The Police Services Aide positions receive a yearly \$100 uniform allowance. The allowance is paid in two payments of \$50 each on January 31 and July 31.*

F.8 Amendment of the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Year 2017-2018 for Capital Improvement Plan Budget Rollover and Budget Revisions – from Administrative Services Director Woodstock. (RESOLUTION)

Background/Discussion – Fiscal Year 2017-2018 is the second year in the City’s two-year budget cycle. Two actions are needed as the new budget year begins: rollover of approved Capital Improvement Plan (CIP) projects and revisions to the operating budget where deficiencies have been identified.

The budgeted projects in the CIP that are ongoing require re-appropriation for each fiscal year. The amount for each project reflects the remaining balance for the projects. Projects that have been completed or have been combined with another project are closed and not include in this ongoing list. The capital budget amendments include rolling over \$11.95 million in projects. Exhibit A shows the budgeted CIP projects that require rollover of appropriations.

The Fiscal Year 2017-2018 operating budget was approved in June of 2016 and amended in February of 2017. There is a need for additional revisions at this time. There are several reasons for these revisions such as contractual changes since the budget adoption, unforeseen increases in necessary professional services and other increases in costs of services. The amendment includes a total of \$2.17 million in additional expenditures. The expenditures are offset by a combination of using the projected budget surplus of \$1.4 million and a transfer of \$0.8 million from the unallocated fund balance. Exhibit B is a table of the operating budget amendments. The following are the larger expenditure increases included in Exhibit B:

- \$1,660,000 - The cost of the salary and benefit adjustments in the July 2017 contractual agreements.
- \$ 350,000 - The increase in cost of claims for Workers Compensation.
- \$ 76,000 - The increase in costs of Legal Professional Services.

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 for Capital Improvement Plan budget rollover and budget revisions.

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 FOR CAPITAL IMPROVEMENT PLAN BUDGET
ROLLOVER AND BUDGET REVISIONS

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 adopted by Resolution No. 10209 on June 9, 2016, and subsequently amended by resolutions, is hereby amended as set forth in Exhibit A and Exhibit B attached.

Exhibit A

City of Newark
 Capital Projects Budget Rollover
 Fiscal Year 2017-2018

Fund	Fund/Project Description	Project	Capital Rollovers	Total by Fund
Street Construction (XXX-5000-5280)				
201	2016 Street Asphalt Concrete Overlay Program	1116	3,400	
	2017 Citywide Accessible Pedestrian Ramps	1130	30,000	
	2017 Traffic Calming Measures	1160	50,000	83,400
202	Cast Iron Storm Water Grate Replacement Program	890	15,000	
	2017 Citywide Street Signs	1135	4,400	19,400
203	Lindsay Tract Storm Drainage Study	766	66,300	
	2016 Street Tree Maintenance	1119A	5,400	
	2017 Thermoplastic Street Striping	1159	16,100	87,800
204	2016 Curb, Gutter, and Sidewalk Replacement	1118	18,700	
	2017 Street Asphalt Concrete Overlay Program	1141	461,000	479,700
206	Enterprise Drive Pavement Rehabilitation	1066	336,600	
	2016 Traffic Calming Measures	1112	9,000	
	2017 Street Asphalt Concrete Overlay Program	1141	19,500	365,100
207	Central Avenue Overpass	600	630,000	630,000
208	Citywide Geographic Information System (GIS)	456	22,700	22,700
209	Citywide Accessible Pedestrian Ramps	1130	127,624	127,624
210	Traffic Signals - LED Lamp and Accessory Replacement	1161	60,000	60,000
211	Enterprise Drive Pavement Rehabilitation	1066	154,900	
	2017 Street Asphalt Concrete Overlay Program	1141	173,000	327,900
212	Citywide Accessible Pedestrian Ramps	1101	54,000	54,000
214	Enterprise Drive Pavement Rehabilitation	1066	454,000	454,000
215	2016 Street Asphalt Concrete Overlay Program	1116	13,700	
	2017 Curb, Gutter, and Sidewalk Replacement	1143	69,600	83,300
216	2017 Street Asphalt Concrete Overlay Program	1141	171,900	171,900
217	Central Avenue Overpass Project Development Phase I	1014	2,101,500	2,101,500
218	2017 Street Asphalt Concrete Overlay Program	1141	374,100	
	2017 Street Slurry Seal Program	1142	299,600	673,700
219	2017 Curb, Gutter, and Sidewalk Replacement	1143	99,600	99,600
Capital Improvements (XXX-5600-5280)				
025	Zoning Code Update	998	241,900	
	Greater NewPark Specific Plan	1187	113,500	355,400
052	New Civic Center	1188	825,700	825,700
401	Thornton Avenue Widening	662	405,000	
	Disaster Recovery Infrastructure	747	100,000	
	Surplus Property Disposal - Old Fire Station No. 1	845	16,800	
	Old Town Thornton Avenue Street Light Replacement	868	180,000	
	Document Conversion	884	37,000	
	Crystal Springs Storm Drain Pump Repairs	933	25,000	
	Lakeshore Park Lake Dredging Needs Scoping Analysis	935	25,000	
	2010 Park Pathway Repair and Resealing	937	19,700	
	2011 Park Pathway Repair and Resealing	969	28,600	
	2013 Park Pathway Repair and Resealing	1030	30,000	
	Underground Electrical Wiring Security Devices	1038	27,900	
	Citywide Parking Lot Repair and Resealing	1050	4,500	
	Service Center Clean Water Requirements	1058	95,000	
	Citywide Parking Lot Repair and Resealing	1073	42,100	
	Park Pathways Repairs and Resealing	1079	30,000	
	Finance System Replacement Parts 1 & 2	1086	1,162,700	
	Irrigation Main Line Partial Replacement at Community Park	1088	198,100	

Transition to Paperless Documents	1090	8,100	
2016 Citywide Parking Lot Repair and Resealing	1102	47,700	
Citywide Parks Furniture Installation and Replacement	1104	5,000	
Citywide Playground Resurfacing	1106	2,200	
2016 Park Pathways Repair and Resealing	1109	29,300	
Silliman Aquatic Center Improvements	1114	380,100	
Trash Capture Devices	1122	67,600	
Engineering New Vehicle	1124	30,000	
Citywide Building Floor Covering Replacement	1126	13,300	
Citywide Building Painting	1127	65,000	
Citywide Building Roof Repairs	1128	113,600	
Citywide Building Upgrades	1129	63,700	
Citywide Parking Lot Repair and Resealing	1131	50,000	
Citywide Parks/City Facilities Fence Repairs	1132	4,100	
Citywide Parks Irrigation Systems Upgrade/Modification	1133	148,700	
Citywide Work Station Replacement	1136	10,700	
2017 Park Pathways Repair and Resealing	1137	30,000	
Citywide HVAC Replacements	1144	142,100	
Email Message Archiving	1145	15,000	
Lakeshore Park Landscape Restoration	1146	326,400	
Large Computer Monitors for Plan Review	1147	4,900	
Lawn Aerator Tractor Implement	1148	14,000	
Old Town PDA Specific Plan and Development Strategy	1150	160,000	
Patrol Annex Work Station Upgrades	1151	13,100	
Silliman Activity Center - HVAC Unit Replacements	1152	274,800	
Silliman Activity Center - Light Control Board	1153	50,000	
Silliman Aquatic Center - Air Handler #1 Replacement	1154	250,000	
Silliman Aquatic Center - Variable Frequency Drive Unit	1157	45,000	
Slit-Seeder Tractor Implement	1158	20,000	
Web Site Upgrade	1185	117,300	4,929,100
	Subtotal	\$ 11,951,824	\$ 11,951,824

Exhibit B - 2017-2018 Budget Amendment

Expenditures:			
Department	Account	Amount	Reason/Funding Source
Public Works	9410,4012,4014	\$ 50,000	General Maintenance Workers PSTS
Public Works	040-4014-5280	\$ 15,000	Landscape Improvements
Citywide	GF-All Dept-4110-000	\$ 1,660,000	Contractual Employee Adjustment
City Attorney	010-1012-5271	\$ 76,000	Professional Services
Library	1071	\$ 5,000	increase in Alameda Co. Library costs for additional hours
Public Works	4010	\$ (16,500)	change in master fee schedule for weed abatement
Public Works	4014	\$ 16,500	Change in master fee schedule for weed abatement
IS	1024	\$ 10,000	Increase in cell phone costs and Microsoft Licensing
Citywide Workers Compensation Internal Service Funds	GF-All Dept-8521	\$ 350,000	Increase charges to departments for Workers Comp Costs
General Fund Expenditures Subtotal:		\$ 2,166,000	

Revenue:			
Aquatics Programs	030-0000-3823	\$ (100,000)	Three month closure of pools
Investment Earnings	010-0000-3310	\$ 85,000	Increase in cash balance and interest rates
Use Budgeted Surplus		\$ 1,359,800	
Unallocated Fund Balance	010-0000-2991	\$ 821,200	Transfer from Unallocated Fund Balance
General Fund Revenue Subtotal:		\$ 2,166,000	

Other Funds			
Workers Compensation Internal Services Fund	703-0000-3940	\$ 350,000	Increase revenue from departments to WC fund
Workers Compensation Expenses	703-9210-5271	\$ 350,000	Workers Compensation Claims

Public Liability	708-9230-5120	\$ 5,000	AED replacement supplies
Public Liability	708-9230-5480	\$ 30,000	ABAG Reimbursable Expenses
Public Liability Revenue	708-0000-3995	\$ 30,000	Reimbursement From ABAG
Public Liability Fund Balance	708-0000-2991	\$ 5,000	Fund Balance

CIP-Highway User Tax (HUTA)	Gas Tax Fund	\$ 141,000	Governors budget increase street construction funding
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Corrections:			
Vehicle in-lieu	010-0000-3420	\$ (3,384,000)	Account Correction
Property Tax-VLF	010-0000-3010-VLF	\$ 3,384,000	Account Correction
Police PSTs	010-1036-4300	\$ (50,000)	Account Correction
Police Consulting Services	010-1030-5271	\$ 50,000	Account Correction

F.9 Authorization for the purchase of a replacement pool slide 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 – The Public Works Department and the Recreation and Community Services Department are coordinating an extensive maintenance project 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 large blue open-flume slide at the lazy river pool be removed and replaced with a new slide at the same location. The blue slide is an original piece of equipment and is now 13 years old. Recent inspections have been performed on all slides by the State of California’s Division of Occupational Safety and Health (DOSH), better known as Cal/OSHA. As a result of these inspections, DOSH inspectors and staff have concluded that the fiberglass tube sections of the blue slide need to be replaced.

The original slide was manufactured by Whitewater West Industries, Ltd. The Aquatic Center lazy river pool slide area was designed and built to accommodate this specific slide with floor footing locations, all structural support members, and other pool features established accordingly. The most cost-effective approach for replacement of the slide is to install a new slide at the same location utilizing all existing structural support members. Any new slide that varies from the original design would require extensive footing and support structure modifications that would add significantly to the cost for replacement.

The City 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 slides and play structures for both indoor and outdoor facilities. Based on Aquatic Design Group’s knowledge and analysis of the North American manufacturers, replacement of the existing slide with the same slide from the original manufacturer is clearly the most cost effective investment. A new pool slide from any of the other manufacturer would require either extensive modifications to the footings and structural members or a completely new design with re-engineered fiberglass slide molds to attempt to match the existing infrastructure. It is estimated by Aquatic Design Group that either of these options would result in an overall increased cost of 50% or more above the cost of a basic replacement using the original molds and support structures. As a result, staff is recommending purchase of a replacement slide from Whitewater West Industries, Ltd. at this time. Furthermore, given the identified constraints of the existing pool infrastructure and the lack of any other viable slide replacement 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 pool slide. 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 slide.

The estimated purchase and delivery price for the replacement open-flume slide with translucent sections is \$95,000. Recreation and Community Services Department and Public Works Department staff would coordinate the final slide details with the project consultant and manufacturer prior to actual purchase. The 2016-2018 Biennial Budget and Capital Improvement Plan does not include a project for slide replacement 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 pool slide at the Silliman Family Aquatic Center, declare Whitewater West Industries, Ltd. as the 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 POOL SLIDE 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 open-flume pool slide located in the lazy river pool area at the Silliman Family Aquatic Center is necessary; and

WHEREAS, the Silliman Family Aquatic Center was originally designed and built to accommodate a specific set of pool slides in the lazy river area, manufactured 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 pool slide is the original slide 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 an open-plume pool slide 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 pool slide 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 lazy river pool area 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 pool slide at the Silliman Family Aquatic Center in the amount of \$95,000 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	\$95,000
To:	401-5600-5280-1191	Silliman Aquatic Center – Pool Slide Replacement	\$95,000



City of Newark

MEMO

DATE: September 5, 2017
TO: City Council
FROM: Sheila Harrington, City Clerk *S.H.*
SUBJECT: Approval of Audited Demands for the City Council Meeting of Sept 14, 2017.

REGISTER OF AUDITED DEMANDS

US Bank General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
July 21, 2017	Page 1-2	111760 to 111834	Inclusive
July 27, 2017	Page 1-2	111835 to 111895	Inclusive
July 27, 2017	Page 1	111896	Inclusive
August 04, 2017	Page 1-2	111897 to 111988	Inclusive
August 10, 2017	Page 1-2	111989 to 112054	Inclusive
August 18, 2017	Page 1-2	112055 to 112135	Inclusive
August 24, 2017	Page 1-2	112136 to 112185	Inclusive
September 01, 2017	Page 1-2	112186 to 112280	Inclusive



City of Newark

MEMO

DATE: September 5, 2017

TO: Sheila Harrington, City Clerk

FROM: Susie Woodstock, Administrative Services Director *SKW*

SUBJECT: Approval of Audited Demands for the City Council Meeting of Sept 14, 2017.

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

Final Disbursement List. Check Date 07/21/17, Due Date 07/31/17, Discount Date 07/31/17. Computer Checks.
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
111760	10736	ABACUS PRODUCTS INC	07/21/17	696.81	CITY ENVELOPES
111761	10223	LEXISNEXIS RISK SOLUTIONS ACCT# 1415640	07/21/17	428.40	BACKGROUND CHECKS
111762	11094	ACME AUTO LEASING, LLC	07/21/17	1,909.44	ARMORED RESCUE VEH LEASE - 07/17
111763	332	ADAMSON POLICE PRODUCTS	07/21/17	1,471.78	POLICE SUPPLIES
111764	11059	AED SUPERSTORE	07/21/17	1,702.80	#2017-27 AED SUPPLIES
111765	4233	ALAMEDA COUNTY AUDITOR-CONTROLLER C/O ST	07/21/17	2,928.00	INVOICE FOR LAFCO COST
111766	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	07/21/17	341.24	FIRE APPARATUS REPAIR AND SERVICE
111767	3853	COUNTY OF ALAMEDA INTERNAL AUDIT UNIT RI	07/21/17	1,347.50	CITATION PROCESSING FEES - JUNE'17
111768	12	ALLIED AUTO STORES INC	07/21/17	653.84	AUTO PARTS
111769	411	AIG BENEFIT SOLUTIONS	07/21/17	2,047.00	EMPLOYEE LIFE INSURANCE
111770	11511	AQUATIC DESIGN GROUP, INC.	07/21/17	43,746.68	AQUATIC CENTER DESIGN
111771	348	AT&T	07/21/17	176.86	AT&T MONTHLY TELECOM
111772	11433	AUTOWISE	07/21/17	379.17	AUTO PARTS AND SERVICE
111773	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	07/21/17	858.76	BATTERIES
111774	4534	BAY AREA BARRICADE SERVICE INC	07/21/17	537.78	REGULATORY & STREET NAME SIGNS
111775	9680	BAY CENTRAL PRINTING	07/21/17	1,965.25	BUSINESS CARD IMPRINTING
111776	4603	CENTER FOR SPECIALIZED VETERINARY CARE B	07/21/17	225.00	VET SVCS
111777	3665	BRUCE'S TIRE	07/21/17	706.54	TIRES FOR FLEET
111778	11083	BURKE, WILLIAMS & SORENSEN, LLP	07/21/17	4,573.98	PROFESSIONAL SERVICES
111779	11286	CAL PERS FISCAL SERVICES DIVISION	07/21/17	257,000.00	OPEB ARC 17/18
111780	11286	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT	07/21/17	697.74	ARREARS CONTRIBUTIONS ID# 9363789985
111781	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	07/21/17	4,241.40	STREETLIGHT AND TRAFFIC SIGNAL MAINTENAN
111782	11254	CENTRAL MEDICAL LAB INC	07/21/17	65.00	BLOOD WITHDRAWAL SVC
111783	33	CENTRAL TOWING & TRANSPORT LLC	07/21/17	135.00	TOWING SERVICES
111784	214	CENTRAL VETERINARY HOSPITAL	07/21/17	91.25	VET SVCS
111785	242	CROP PRODUCTION SERVICES	07/21/17	2,793.75	WEED ABATEMENT CHEMICALS
111786	9511	DWYS LLC DBA RENAISSANCE TOTS, LLC ATTN	07/21/17	1,580.00	RECREATION CONTRACT
111787	11030	E POLY STAR INC	07/21/17	833.22	TRASH CAN LINERS
111788	11461	EMC PLANNING GROUP INC.	07/21/17	34,321.58	CONTRACTUAL SERVICES
111789	522	FEDEX	07/21/17	89.41	FEDEX CHARGES
111790	1120	FORENSIC ANALYTICAL SCIENCES, INC	07/21/17	497.00	LAB TESTS
111791	11112	FREMONT CHRYSLER DODGE JEEP RAM	07/21/17	711.03	FLEET PARTS
111792	550	FREMONT RUBBER STAMP CO INC	07/21/17	22.06	WALL SIGN
111793	4441	FREMONT UNIFIED SCHOOL DISTRICT TRANSPOR	07/21/17	1,136.00	BUS TRANSPORT FOR SDC
111794	2208	CHERYL GALVEZ	07/21/17	93.15	EXPENSE REIMBURSEMENT
111795	167	HARRIS COMPUTER SYSTEMS	07/21/17	3,232.28	SELECT ERP MAINTENANACE - 07/17
111796	11502	JOSEPH HUNTER	07/21/17	1,170.36	EXPENSE REIMBURSEMENT
111797	865	JOINT VENTURE-SILICON VALLEY NETWORK	07/21/17	2,250.00	2017-2018 ALLIANCE DUES
111798	10334	TIM JONES	07/21/17	413.75	EXPENSE REIMBURSEMENT
111799	293	LANGUAGE LINE SERVICES INC	07/21/17	245.57	INTERPRETATION SVCS
111800	11391	LIBOW AND WELLMAN MUNICIPAL LAW	07/21/17	5,566.00	PROFESSIONAL SERVICES
111801	7189	LINCOLN EQUIPMENT INC	07/21/17	857.42	CHEMICAL & POOL EQUIPMENT
111802	3518	MAD SCIENCE OF THE BAY AREA ATTN SUSAN F	07/21/17	1,264.20	RECREATION CONTRACT
111803	9029	MEYERS NAVE RIBACK SILVER & WILSON	07/21/17	150.00	PROFESSIONAL SERVICES
111804	11538	VERONICA MORA	07/21/17	152.93	EXPENSE REIMBURSEMENT
111805	10886	MUNISERVICES, LLC ATTN: BILLING DEPT.	07/21/17	2,075.00	CAFR STATISTICAL PACKAGE
111806	10865	NEW IMAGE LANDSCAPE	07/21/17	13,973.00	LANDSCAPE MAINTENANCE - 06/17
111807	324	NEWARK CHAMBER OF COMMERCE	07/21/17	450.00	CELEBRATION OF BUSINESS LUNCHEON
111808	89	NEWARK FLOWER SHOPPE	07/21/17	103.79	DECORATIONS
111809	325	NEWARK UNIFIED SCHOOL DISTRICT BUSINESS	07/21/17	3,097.74	RENTAL FOR NMHS THEATER FOR ANNUAL DANCE
111810	11064	NEWARK VALERO #7117 SAM ANDARY	07/21/17	1,912.18	FUEL WHILE PUMPS UNDER REPAIR

Final Disbursement List. Check Date 07/21/17, Due Date 07/31/17, Discount Date 07/31/17. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
111811	349	PACIFIC GAS & ELECTRIC	07/21/17	1,910.22	STREETLIGHTS AND TRAFFIC SIGNALS
111812	3674	PRIORITY 1 PUBLIC SAFETY EQUIPMENT INSTA	07/21/17	3,643.87	FLEET LIGHT STRIP
111813	9811	REDFLEX TRAFFIC SYSTEMS	07/21/17	18,800.00	REDLIGHT CAMERA MONITORING
111814	9842	REDWOOD VETERINARY CLINIC	07/21/17	131.76	CANINE PROGRAM
111815	7885	RENNE SLOAN HOLTZMAN SAKAI PUBLIC LAW GR	07/21/17	75,331.93	PROFESSIONAL SERVICES
111816	11537	JOSEPH RIVERA	07/21/17	994.85	EXPENSE REIMBURSEMENT
111817	11373	RRM DESIGN GROUP	07/21/17	8,148.39	NEWARK ZONING CODE UPDATE
111818	11074	RUTAN & TUCKER LLP	07/21/17	195.00	PROFESSIONAL SERVICES
111819	654	SFPUC-WATER DEPARTMENT CUSTOMER SERVICE	07/21/17	3,798.55	RENT/WATER
111820	1603	CITY OF SAN LEANDRO FINANCE DEPT. ATTN:	07/21/17	360.00	FISCAL YEAR 2016-17
111821	40	STAPLES ADVANTAGE DEPT LA	07/21/17	1,716.42	OFFICE SUPPLIES
111822	11306	SUPERION	07/21/17	4,000.00	TWO ADDITIONAL END-USER TRAKIT LICENSES
111823	11529	SURVEY INSTRUMENT SALES, INC.	07/21/17	2,551.40	ENGINEERING LOCATOR
111824	11396	SWA SERVICES GROUP INC	07/21/17	27,040.45	JANITORIAL SERVICES
111825	2038	U S BANK CM-9690	07/21/17	880.00	LOIB AID# 26 REASSESSMENT & REFUND OF 20
111826	690	UNITED PARCEL SERVICE UPS	07/21/17	5.00	REQUEST FOR PROOF OF DELIVERY
111827	10968	UTILITY TELEPHONE	07/21/17	15,948.41	NETWORK/PHONE SERVICES 07/17
111828	853	VALLEY OIL COMPANY LOCKBOX# 138719	07/21/17	12,573.14	FUEL
111829	10998	GARY M SHELDON VBS SERVICES	07/21/17	600.00	BLOOD WITHDRAWAL SVC
111830	5623	VERIZON WIRELESS	07/21/17	625.39	CELL SVC FOR MDT'S
111831	1914	VIOLA BLYTHE COMMUNITY SERVICE CENTER	07/21/17	250.00	EMPLOYEE SERVICE AWARD DONATION BY JOHN
111832	5050	WEST COAST ARBORISTS INC	07/21/17	42,640.75	PROJECT 1139 - PARK TREE PRUNING
111833	8723	WHITewater WEST INDUSTRIES LTD C/O VH109	07/21/17	3,500.00	DOSH REGULATORY REPAIRS
111834	143	WILCO SUPPLY P O BOX 3047	07/21/17	254.80	MISC BUILDING PARTS
Total				633,818.97	

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MICR #	Vendor	Payee	Check	Check	Description
Check#	Number		Date	Amount	
111835	10658	4LEAF INC	07/27/17	6,787.21	BLDG INSPECTION SERVICES
111836	149	ABAG PLAN CORPORATION	07/27/17	24,844.33	DEDUCTIBLE COSTS FOR PY 16/17 (PROPERTY/
111837	803	ACCOPSA JANE MANZO/ALAMEDA COUNTY SHERIF	07/27/17	500.00	ALCO POLICE & SHERIFF'S ASSOC
111838	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	07/27/17	1,045,483.50	FIRE SERVICES
111839	287	ALAMEDA COUNTY SHERIFF'S OFFICE GREGORY	07/27/17	332.50	CRIME LAB FEES
111840	1130	CRAIG ASHMORE	07/27/17	1,685.50	RECREATION CONTRACT
111841	348	AT&T	07/27/17	113.63	AT & T MONTHLY TELECOM
111842	1131	BAY ISLAND OFFICIALS ASSOCIATION ATTN FR	07/27/17	1,068.00	SPORTS OFFICIATING
111843	7784	BRIAN SCOTT PRODUCTIONS	07/27/17	375.00	PERFORMANCE FOR ASH STREET 8/2/17
111844	1513	BURTON'S FIRE INC	07/27/17	1,917.56	FIRE ENGINE SERVICE/REPAIR
111845	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	07/27/17	9,343.42	STREETLIGHT AND TRAFFIC SIGNAL MAINTENAN
111846	1249	CALBO	07/27/17	2,535.00	CALBO EDUCATION WEEK
111847	458	CHEVRON AND TEXACO BUSINESS CARD SERVICE	07/27/17	560.53	GAS CARDS
111848	10970	COCA COLA REFRESHMENTS UNION CITY SALES	07/27/17	801.64	CAFE SUPPLIES
111849	10060	COMCAST	07/27/17	13.96	CABLE TV
111850	10650	MARTIN BARRENECHEA MGD PRODUCTIONS INC	07/27/17	1,000.00	DANCE PERMIT DEPOSIT REFUND
111851	10650	CITY OF FREMONT POLICE S.A.C.N.E.T.	07/27/17	3,063.00	REFUND OF MONEY
111852	10650	SHELL ENERGY NORTH AMERICA (US), LP ATTN	07/27/17	1,295.54	UUT REFUND
111853	10793	JINGHUA YAO	07/27/17	300.00	RENTAL DEPOSIT REFUND
111854	10793	KIDANGO INC.	07/27/17	300.00	RENTAL DEPOSIT REFUND
111855	10793	KIM HUA	07/27/17	100.00	RENTAL DEPOSIT REFUND
111856	10793	CHINESE COMMUNITY UNITED METHODIST CHURC	07/27/17	50.00	RENTAL DEPOSIT REFUND
111857	10793	STEPHANIE O'NEIL	07/27/17	100.00	RENTAL DEPOSIT REFUND
111858	10793	EMILY DIAZ	07/27/17	300.00	RENTAL DEPOSIT REFUND
111859	10793	HALDEN MEYER	07/27/17	40.00	PROGRAM REFUND
111860	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	07/27/17	32.50	LEGAL ADS
111861	2135	DEPARTMENT OF INDUSTRIAL RELATIONS PAYME	07/27/17	901.25	SLIDE INSPECTION
111862	11404	ALHAMBRA	07/27/17	627.32	WATER SERVICE
111863	9511	DWYS LLC DBA RENAISSANCE TOTS, LLC ATTN	07/27/17	787.00	RECREATION CONTRACT
111864	522	FEDEX	07/27/17	27.20	FEDEX EXPRESS SERVICES
111865	5137	FOUR SEASONS POOL SERVICE	07/27/17	4,402.65	POOL PARTS
111866	5106	CITY OF FREMONT REVENUE DIVISION	07/27/17	22,194.59	FY16-17 SACGISA ANNUAL MAINTENANCE AND I
111867	3228	GRAINGER	07/27/17	40.85	PARTS FOR SILLIMAN POOL
111868	2469	LEONARD S SHAPIRO dba GRANDSTAND CARDS	07/27/17	209.70	TRADING CARDS
111869	11494	KANEN TOURS, INC.	07/27/17	2,457.00	POINT REYES STATION - 07/19/17
111870	11532	KELLY SERVICES	07/27/17	1,056.00	TEMP SERVICES AGENCY: OFFICE ASSISTANT
111871	6786	STACEY KENISON	07/27/17	24.66	EXPENSE REIMBURSEMENT
111872	11393	KRYSTEN LEE	07/27/17	149.20	EXPENSE REIMBURSEMENT
111873	190	LC ACTION POLICE SUPPLY LTD	07/27/17	296.83	GLOCK HANDGUN
111874	3644	RELX INC. DBA LEXISNEXIS	07/27/17	352.00	ONLINE LEGAL RESOURCE SUBSCRIPTION
111875	11246	LOOMIS ARMORED	07/27/17	288.20	ARMORED CAR SERVICE JUNE'17
111876	9029	MEYERS NAVE RIBACK SILVER & WILSON	07/27/17	8,621.22	LITIGATION & CONSULTING SRVC
111877	11357	MISSION UNIFORM SERVICE	07/27/17	1,433.89	UNIFORMS, MATS, & TOWELS
111878	11378	MNS ENGINEERS INC	07/27/17	23,387.50	ENGINEERING CONSULTANT SERVICES
111879	10865	NEW IMAGE LANDSCAPE	07/27/17	730.00	LANDSCAPE MAINTENANCE
111880	11528	OCEAN BLUE ENVIRONMENTAL SERVICES, INC.	07/27/17	129,431.25	CIP #1122 TRASH CAPTURE DEVICES
111881	349	PACIFIC GAS & ELECTRIC	07/27/17	63,011.03	GAS & ELECTRIC CHARGES
111882	10580	PEELLE TECHNOLOGIES INC	07/27/17	4,622.06	SCANNING
111883	10729	PETTY CASH CUSTODIAN-POLICE INVESTIGATIO	07/27/17	250.00	POLICE INVESTIGATION BUY FUND REPLENISHM
111884	11021	PRO-FIT	07/27/17	445.00	FITNESS CENTER MAINTENANCE
111885	11376	QUINCY ENGINEERING INC	07/27/17	73,813.55	PROFESSIONAL ENGINEERING SERVICES FOR CE

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MICR * Check#	Vendor Number	Payee	Check Date	Check Amount	Description
111886	11375	RESIDENCE INN SAN JOSE SOUTH	07/27/17	2,148.06	ACADEMY TRAINEE HOTEL
111887	9547	ROSAS BROTHERS CONSTRUCTION	07/27/17	93,272.41	CIP PROJECTS #1118 AND #1143: CURB, GUTT
111888	11074	RUTAN & TUCKER LLP	07/27/17	78.00	LITIGATION & CONSULTING SRVC
111889	5212	SIEMENS INDUSTRY, INC C/O CITYBANK (BLDG	07/27/17	9,334.00	YEARLY FIRE SPRINKLER INSPECTION
111890	11098	SILVER & WRIGHT LLP	07/27/17	12,628.96	LITIGATION & CONSULTING SRVC
111891	4418	SMITH & SONS ELECTRICAL CONTRACTORS INC	07/27/17	3,444.00	CIP #1155: SILLIMAN CENTER AUTOMATIC DOO
111892	7517	U S FOODS INC SAN FRANCISCO	07/27/17	1,695.82	FOOD SUPPLIES FOR THE CAFE
111893	10998	GARY M SHELDON VBS SERVICES	07/27/17	450.00	BLOOD WITHDRAWAL SVC
111894	5623	VERIZON WIRELESS	07/27/17	1,021.65	SERVICE FOR IPADS
111895	340	WITMER-TYSON IMPORTS	07/27/17	669.21	K9 TRAINING/SUPPLIES
Total				1,567,244.88	

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111896	11466	YORK	07/27/17	2,955.08	WORKERS' COMPENSATION ADMINISTRATION FEE
		Total		2,955.08	

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
111897	10736	ABACUS PRODUCTS INC	08/04/17	481.66	PRINTING SVCS
111898	11534	ABBE & ASSOCIATES LLC	08/04/17	20,414.75	CONSULTANT SERVICES
111899	10	ABC FIRE PROTECTION INC	08/04/17	2,142.69	FIRE EXTINGUISHER SERVICE
111900	413	AIR EXCHANGE INC	08/04/17	167.52	VEHICLE INSPECTION COSTS
111901	1774	AIRGAS USA, LLC	08/04/17	57.24	FLEET SUPPLIES
111902	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	08/04/17	813,762.73	FIRE APPARATUS REPAIR AND SERVICE
111903	344	ALAMEDA COUNTY WATER DISTRICT	08/04/17	83,427.54	WATER BILL
111904	284	INFORMATION TECHNOLOGY DEPARTMENT ATTN:	08/04/17	3,144.52	AWS ACCESS FEES
111905	11362	ANNETTE PAREDES	08/04/17	28.08	EXPENSE REIMBURSEMENT
111906	4534	BAY AREA BARRICADE SERVICE INC	08/04/17	2,037.24	PROJECT 1135 - FY 2016-17 REGULATORY & S
111907	23	FRANK BONETTI PLUMBING INC	08/04/17	270.00	PLUMBING WORK
111908	9888	BUREAU VERITAS NORTH AMERICA INC.	08/04/17	18,686.03	PLAN CHECK SERVICES
111909	10762	CALIFORNIA BUILDING STANDARDS COMMISSION	08/04/17	2,898.00	BUILDING STANDARDS FEES
111910	744	CALIFORNIA DEPARTMENT OF CONSERVATION DI	08/04/17	12,083.16	STRONG MOTION/SEISMIC MAPPING FEES
111911	10261	CARBONIC SERVICE	08/04/17	289.02	POOL CHEMICALS
111912	10970	COCA COLA REFRESHMENTS UNION CITY SALES	08/04/17	1,219.50	CAFE SUPPLIES
111913	10060	COMCAST	08/04/17	194.23	CABLE SVCS
111914	10649	SEARS HOME IMPROVEMENT	08/04/17	193.60	BP#SFD2017-0236 REFUND
111915	10793	DANIELLE POLANI	08/04/17	140.00	PROGRAM REFUND
111916	10793	ILIANA MORIELLA MENDOZA	08/04/17	300.00	RENTAL DEPOSIT REFUND
111917	10793	KINGDOM KREW	08/04/17	50.00	RENTAL DEPOSIT REFUND
111918	10793	SCRIBBLES MONTESSORI SCHOOL	08/04/17	50.00	RENTAL DEPOSIT REFUND
111919	10793	PRINCE OF PEACE LUTHERAN SCHOOL	08/04/17	50.00	RENTAL DEPOSIT REFUND
111920	10793	MORELAND SCHOOL DISTRICT CAMP	08/04/17	178.00	RENTAL DEPOSIT REFUND PLUS OVERPAYMENT
111921	10793	LARISA TROCHE	08/04/17	300.00	RENTAL DEPOSIT REFUND
111922	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	08/04/17	165.00	PUBLIC HEARING NOTICES
111923	7631	DELTA DENTAL	08/04/17	7,361.47	PAYROLL - DENTAL PREMIUM AUG'17
111924	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	08/04/17	430.19	PAYROLL - DENTAL PREMIUM AUG'17
111925	184	DEPARTMENT OF TRANSPORTATION CASHIER HQ	08/04/17	2,145.46	YE SIGNALS AND LIGHTING, SHARED
111926	1778	DISCOUNT SCHOOL SUPPLY	08/04/17	964.10	SUPPLIES FOR LICENSED CHILD CARE
111927	10575	ALHAMBRA	08/04/17	29.13	WATER SERVICE FOR SDC
111928	309	EMBLEM ENTERPRISES, INC.	08/04/17	98.78	SWAT PATCH SAMPLE CHARGE
111929	310	EQUIFAX INFORMATION SVCS LLC	08/04/17	50.00	CREDIT BUREAU REPORTS
111930	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	08/04/17	794.06	VISION PREMIUM
111931	522	FEDEX	08/04/17	22.73	BAY AREA EMPLOYEE RELATIONS SERVICE AGRE
111932	1733	FIRST BAPTIST CHURCH	08/04/17	80.00	PAYROLL DEDUCTION - DONATION JULY'17
111933	11027	FITGUARD, INC	08/04/17	95.00	FITNESS EQUIP MAINT
111934	1120	FORENSIC ANALYTICAL SCIENCES, INC	08/04/17	108.00	LAB TESTS
111935	5106	CITY OF FREMONT REVENUE DIVISION	08/04/17	22,894.59	NEWARK CASE MGMT
111936	11112	FREMONT CHRYSLER DODGE JEEP RAM	08/04/17	902.14	FLEET SUPPLIES AND MAINT
111937	4441	FREMONT UNIFIED SCHOOL DISTRICT TRANSPOR	08/04/17	552.00	BUS TRANSPORT FOR SDC
111938	8258	GALL HOUSE PRINTING CONSULTANTS	08/04/17	2,698.73	BUSINESS CARD SHELLS
111939	1165	LAURIE GEBHARD	08/04/17	33.36	EXPENSE REIMBURSEMENT
111940	3228	GRAINGER	08/04/17	95.47	YEAR-END EMERGENCY HVAC parts
111941	11290	HAWK ANALYTICS INC	08/04/17	3,995.00	HAWK ANALYTICS
111942	11123	I PIZZA	08/04/17	517.50	FOOD FOR CAFE/PARTIES
111943	11389	ISH AMITOK KAUER	08/04/17	2,583.60	RECREATION CONTRACT
111944	9687	J.J. KELLER & ASSOCIATES, INC.	08/04/17	995.00	ONLINE TRAINING SERVICES
111945	5692	JET MULCH INC	08/04/17	30,420.00	PLAYGROUND SURFACING
111946	524	JOHNSON ROBERTS & ASSOCIATES	08/04/17	182.00	BACKGROUND INV QUESTIONNAIRES
111947	11468	DEJUAN JOHNSON	08/04/17	971.83	EXPENSE REIMBURSEMENT

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111948	10334	TIM JONES	08/04/17	378.64	EXPENSE REIMBURSEMENT
111949	7964	KNORR SYSTEMS INC	08/04/17	2,809.60	CHEMICAL PURCHASES
111950	5884	TINA KNUTSON	08/04/17	111.15	EXPENSE REIMBURSEMENT
111951	6713	DAVID LEE	08/04/17	537.97	EXPENSE REIMBURSEMENT
111952	7189	LINCOLN EQUIPMENT INC	08/04/17	426.54	POOL SUPPLIES
111953	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	08/04/17	391.84	EMPLOYEE ASSISTANCE PROGRAM
111954	11309	MANUEL FERNANDEZ CONSTRUCTION	08/04/17	1,133.00	FY16-17 YE JANITORIAL COSTS FOR COMMUNIT
111955	11482	MARCI MARINO	08/04/17	305.00	PAYROLL DEDUCTION - SS PAYMENTS FOR PRO7
111956	7618	METLIFE SBC	08/04/17	1,802.46	PAYROLL - LONG TERM DISABILITY PREMIUM
111957	10686	MIRACLE METHOD OF CONTRA COSTA/ALAMEDA I	08/04/17	855.00	EMERGENCY SLIDE REPAIR AT SILLIMAN
111958	6	KAREN MORAJDA	08/04/17	34.79	EXPENSE REIMBURSEMENT
111959	10920	MOUNTAIN MIKE'S PIZZA	08/04/17	97.92	SPECIAL EVENT FOOD
111960	615	NATIONAL RECREATION & PARK ASSOC NRPA ME	08/04/17	170.00	NRPA MEMBERSHIP
111961	10865	NEW IMAGE LANDSCAPE	08/04/17	5,800.00	WEED ABATEMENT
111962	10918	ANKAR CYCLES, INC dba OAKLAND HARLEY-DAV	08/04/17	187.76	EMERGENCY BATTERY
111963	172	ORIENTAL TRADING COMPANY, INC	08/04/17	126.94	SUPPLIES FOR LICENSED CHILD CARE
111964	2027	PACHECO BROTHERS GARDENING, INC.	08/04/17	1,178.00	PARKS IRRIGATION WORK
111965	349	PACIFIC GAS & ELECTRIC	08/04/17	18,250.17	STREETLIGHTS AND TRAFFIC SIGNALS
111966	11509	MARC PALACIO	08/04/17	580.96	EXPENSE REIMBURSEMENT
111967	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	08/04/17	823.00	FY16-17 YE PEST MANAGEMENT - CITYWIDE BU
111968	10770	PRECISION TUNE AUTO CARE	08/04/17	396.12	FLEET SERVICE
111969	4176	MICHAEL QUEBEC	08/04/17	753.00	RECREATION CONTRACT
111970	11510	JENNA QUINONEZ	08/04/17	274.94	EXPENSE REIMBURSEMENT
111971	9547	ROSAS BROTHERS CONSTRUCTION	08/04/17	354,200.00	CONTRACTOR WORK FOR VARIOUS CIP STREETS
111972	11403	ROYSTON HANAMOTO ALLEY & ABEY DBA RHAA	08/04/17	5,227.43	NEWARK PARKS MASTER PLAN - 06/17
111973	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	08/04/17	270.00	SMRN SPAM FILTERING/WEB HOSTING
111974	9381	SCHINDLER ELEVATOR CORPORATION	08/04/17	1,440.93	ELEVATOR REPAIR
111975	11296	SIGNATURE CARPET ONE	08/04/17	1,598.00	PROJECT 1097 - CITYWIDE BUILDING FLOOR C
111976	4418	SMITH & SONS ELECTRICAL CONTRACTORS INC	08/04/17	664.79	ELECTRICAL REPAIR
111977	11411	SOFTWAREONE INC.	08/04/17	4,345.15	TRU-UP FOR MS-OFFICE/WINDOWS
111978	40	STAPLES ADVANTAGE DEPT LA	08/04/17	1,909.59	OFFICE SUPPLIES
111979	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	08/04/17	813.03	PAYROLL DEDUCTION - GARNISHMENT
111980	5463	MARY TEIXEIRA	08/04/17	8.56	EXPENSE REIMBURSEMENT
111981	1765	TEMPERATURE TECHNOLOGY INC	08/04/17	8,092.98	HVAC UNIT REPLACEMENT
111982	146	THYSSENKRUPP ELEVATOR CORPORATION	08/04/17	3,675.65	ELEVATOR SERVICE
111983	10586	JAMES C WHEELER DBA TOTAL AQUATIC MANAGE	08/04/17	1,000.00	AUDIT, INSPECTION & TESTING FY16/17
111984	7517	U S FOODS INC SAN FRANCISCO	08/04/17	1,183.73	FOOD FOR CAFE
111985	3930	UNION BANK UNION BANK TRUST DEPARTMENT -	08/04/17	2,190.00	202 COP TRUSTEE FEE
111986	5623	VERIZON WIRELESS	08/04/17	3,771.59	IPHONE SVC
111987	10822	WEE HOOP INC C/O DINAH SHAH	08/04/17	728.50	RECREATION CONTRACT
111988	5050	WEST COAST ARBORISTS INC	08/04/17	9,571.25	TREE MAINTENANCE
Total				1,479,866.63	

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111989	149	ASSOCIATION OF BAY AREA GOVERNMENTS	08/10/17	9,836.00	MEMBERSHIP DUES
111990	332	ADAMSON POLICE PRODUCTS	08/10/17	107.45	POLICE SUPPLIES
111991	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	08/10/17	1,485.96	PAYROLL - SHORT TERM DISABILITY PREMIUM
111992	177	ALAMEDA COUNTY TRANSPORTATION COMMISSION	08/10/17	21,341.00	FY17-18 MEMBER AGENCY FEES
111993	14	ALPINE AWARDS	08/10/17	567.13	T-SHIRT/AWARDS/PROMOS
111994	1085	AT&T	08/10/17	39.57	TELECOM LONG DISTANCE
111995	9680	BAY CENTRAL PRINTING	08/10/17	63.78	BUSINESS CARD IMPRINTING
111996	1131	BAY ISLAND OFFICIALS ASSOCIATION ATTN FR	08/10/17	313.00	SPORTS OFFICIATING
111997	11083	BURKE, WILLIAMS & SORENSEN, LLP	08/10/17	236.67	LITIGATION & LEGAL CONSULTING SRVCS
111998	214	CENTRAL VETERINARY HOSPITAL	08/10/17	345.00	VET SVCS
111999	6304	CLASSIC GRAPHICS T & J LEWIS INC	08/10/17	577.66	CERT TRAILER LOGO
112000	3751	BRYAN COBE	08/10/17	37.52	EXPENSE REIMBURSEMENT
112001	10060	COMCAST	08/10/17	13.68	CABLE TV
112002	1109	CAPITAL ONE COMMERCIAL	08/10/17	3,511.40	SUPPLIES
112003	11544	COTTON, SHIRES AND ASSOCIATES, INC.	08/10/17	1,530.00	GEOTECHNICAL CONSULTING SERVICES
112004	10649	ABSOLUTE ELECTRIC	08/10/17	96.80	BP# ELEC2017-0053 REFUND
112005	10793	AMANDA PRATT	08/10/17	100.00	RENTAL DEPOSIT REFUND
112006	10793	TERESA P HERNANDEZ	08/10/17	100.00	RENTAL DEPOSIT REFUND
112007	10793	GOLDDLOCKS	08/10/17	300.00	RENTAL DEPOSIT REFUND
112008	10793	MISSION HILLS MIDDLE SCHOOL	08/10/17	200.00	RENTAL DEPOSIT REFUND
112009	63	THE GOODYEAR TIRE & RUBBER CO	08/10/17	4,600.99	TIRES
112010	10794	DUKE DE LEON	08/10/17	195.00	VIDEO RECORDING SERVICES
112011	7183	DEMARAY'S GYMNASTICS ACADEMY	08/10/17	1,205.10	RECREATION CONTRACT
112012	11259	KATHRYN DENNIS	08/10/17	57.67	EXPENSE REIMBURSEMENT
112013	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	08/10/17	358.00	FINGERPRINTING FEES
112014	11015	EAST BAY LAWN MOWER	08/10/17	307.50	FLEET SUPPLIES AND MAINT
112015	904	EMPLOYMENT DEVELOPMENT DEPT.	08/10/17	1,817.97	UNEMPLOYMENT INSURANCE
112016	310	EQUIFAX INFORMATION SVCS LLC	08/10/17	50.00	CREDIT BUREAU REPORTS
112017	11431	EXTENDED STAY AMERICA	08/10/17	2,254.20	ACADEMY TRAINEE HOTEL
112018	10642	FASTENAL COMPANY	08/10/17	416.73	MISC PARK SUPPLIES
112019	522	FEDEX	08/10/17	122.62	FEDEX CHARGES
112020	153	FOLGERGRAPHICS, INC	08/10/17	8,304.44	ACTIVITY GUIDE PRINTING
112021	11400	DAN FRANKE	08/10/17	200.00	RESERVE UNIF ALLOWANCE
112022	11112	FREMONT CHRYSLER DODGE JEEP RAM	08/10/17	283.16	FLEET SUPPLIES AND MAINT
112023	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: P	08/10/17	764.23	FLEET SUPPLIES
112024	313	FREMONT URGENT CARE CENTER	08/10/17	466.00	PRE-EMPLOYMENT/DOT PHYSICALS
112025	11157	JASON GERMANO	08/10/17	200.00	RESERVE UNIF ALLOWANCE
112026	1591	PHILIP H HOLLAND	08/10/17	200.00	RESERVE UNIF ALLOWANCE
112027	1457	HOME DEPOT CREDIT SERVICES DEPT. 32 - 25	08/10/17	788.93	MISC PARTS
112028	7593	BRUCE HOWCROFT	08/10/17	200.00	RESERVE UNIF ALLOWANCE
112029	11123	I PIZZA	08/10/17	838.95	FOOD FOR CAFE/PARTIES
112030	11504	JOHN'S INCREDIBLE PIZZA COMPANY	08/10/17	749.50	SUMMER DAY CARE TRIP 8/17/17
112031	6690	KELLY MOORE PAINTS	08/10/17	80.21	PAINT FOR CERT TRAILER
112032	9904	CYNTHIA M KIRBY	08/10/17	1,200.00	POLYGRAPH TESTS
112033	277	LAKESHORE LEARNING MATERIALS	08/10/17	678.50	SUPPLIES FOR LICENSED CHILD CARE
112034	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	08/10/17	379.44	EMPLOYEE ASSISTANCE PROGRAM
112035	10710	MUNICIPAL CODE CORPORATION	08/10/17	500.00	ANNUAL WEB HOSTING FEE
112036	10947	NET TRANSCRIPTS	08/10/17	535.45	TRANSCRIPTION SVCS
112037	1350	OAKLAND POLICE DEPARTMENT PERSONNEL & TR	08/10/17	15.00	RECORDS POST TRAINING
112038	349	PACIFIC GAS & ELECTRIC	08/10/17	54.97	STREETLIGHTS AND TRAFFIC SIGNALS
112039	10766	PEAK SOFTWARE SYSTEMS, INC	08/10/17	100.36	CREDITCARD MAGSTRIP READER

By BRETT OEVERNDIEK (BRETTO)

Final Disbursement List. Check Date 08/10/17, Due Date 08/21/17, Discount Date 08/21/17. Computer Checks.
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
112040	329	PHOENIX GROUP INFORMATION SYSTEMS	08/10/17	100.00	PARKING CITATION PROGRAM
112041	7885	RENNE SLOAN HOLTZMAN SAKAI PUBLIC LAW GR	08/10/17	828.00	LITIGATION & CONSULTING SRVC
112042	9547	ROSAS BROTHERS CONSTRUCTION	08/10/17	40,539.82	DRIVEWAY ADDITIONS WORK
112043	11373	RRM DESIGN GROUP	08/10/17	1,403.87	NEWARK ZONING CODE UPDATE
112044	279	S & S WORLDWIDE INC ACCOUNTS RECEIVABLE	08/10/17	225.74	SUPPLIES FOR LICENSED CHILD CARE
112045	654	SFPUC-WATER DEPARTMENT CUSTOMER SERVICE	08/10/17	3,152.26	RENT/WATER
112046	220	SONITROL	08/10/17	1,059.00	ALARM MONITORING
112047	11396	SWA SERVICES GROUP INC	08/10/17	560.00	JANITORIAL SERVICE
112048	9359	THE COLLINS GROUP, INC.	08/10/17	76.95	AMERICAN FLAG
112049	928	UNDERGROUND SERVICE ALERT	08/10/17	2,174.35	UNDERGROUND SERVICE ALERT (USA NORTH 811
112050	3930	UNION BANK OF CALIFORNIA N.A.	08/10/17	25,750.00	AID#34 BOND PAYMENT
112051	88	UNITED ROTARY BRUSH CORP	08/10/17	835.27	SWEEPER PARTS
112052	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	08/10/17	261.24	PAYROLL PREMIUM - E0246926
112053	5623	VERIZON WIRELESS	08/10/17	1,714.09	CELL SVC FOR MDT'S
112054	11417	WHOLESALE DISTRIBUTION ALLIANCE	08/10/17	490.38	RETAIL MECHANDISE
Total				147,898.51	

Final Disbursement List. Check Date 08/18/17, Due Date 08/28/17, Discount Date 08/28/17. Computer Checks.
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
112055	11527	AAMCO TOTAL CAR CARE AND TRANSMISSIONS	08/18/17	1,476.23	FLEET MAINTENANCE
112056	10736	ABACUS PRODUCTS INC	08/18/17	785.06	PRINTING SVCS
112057	10027	AD SERVICES	08/18/17	130.00	COURIER SVCS
112058	218	ALAMEDA CO LIBRARY ATTN: FINANCIAL SERVI	08/18/17	25,000.00	CITY/COUNTY AGREEMENT ADDT'L LIBRARY SER
112059	12	ALLIED AUTO STORES INC	08/18/17	864.12	FLEET SUPPLIES
112060	11430	ALLTECH PETRO INC.	08/18/17	2,762.50	FUEL PUMP MAINT AND SERVICE
112061	11481	AMERICAN CANINE INSTITUTE	08/18/17	199.20	RECREATION CONTRACT
112062	348	AT&T	08/18/17	176.86	AT&T MONTHLY TELECOM
112063	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	08/18/17	118.61	FLEET SUPPLIES
112064	9680	BAY CENTRAL PRINTING	08/18/17	127.56	BUSINESS CARD IMPRINTING
112065	1513	BURTON'S FIRE INC	08/18/17	946.86	FLEET SUPPLIES AND MAINT
112066	7898	CALIFORNIA DIESEL & POWER	08/18/17	1,525.24	FLEET MAINTENANCE
112067	10845	CONTINUING EDUCATION OF THE BAR (CEB) OR	08/18/17	415.94	LEGAL LIBRARY RESOURCES
112068	11254	CENTRAL MEDICAL LAB INC	08/18/17	70.00	BLOOD W/DRAWAL SVC
112069	33	CENTRAL TOWING & TRANSPORT LLC	08/18/17	50.00	TOWING
112070	10970	COCA COLA REFRESHMENTS UNION CITY SALES	08/18/17	207.41	CAFE SUPPLIES
112071	10650	RABE PIMENTEL	08/18/17	1,000.00	DANCE PERMIT DEPOSIT REFUND
112072	10649	BLAINE TECH SERVICES, INC.	08/18/17	1,000.00	PERFORMANCE BOND RTN EP# 2017-0081
112073	10793	MARIO OLMOS	08/18/17	300.00	RENTAL DEPOSIT REFUND
112074	10793	SUSAN FOLEY	08/18/17	76.00	TRIP REFUND
112075	10793	CHRISTINE SCARBROUGH	08/18/17	8.75	CLASS REFUND
112076	10793	EVELYN KOOKEN	08/18/17	8.75	CLASS REFUND
112077	10793	ACHIEVER INSTITUTE	08/18/17	50.00	RENTAL DEPOSIT REFUND
112078	10793	JEANNENE ZETTLER RHODES	08/18/17	430.00	CAMP REFUND
112079	10793	RUBY (RONGHUI) ZHOU	08/18/17	300.00	RENTAL DEPOSIT REFUND
112080	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	08/18/17	88.75	LEGAL ADS
112081	2135	DEPARTMENT OF INDUSTRIAL RELATIONS PAYME	08/18/17	341.25	POOL INSPECTIONS/FEES
112082	10926	DIGITAL ENGINEERING SYSTEMS	08/18/17	5,143.98	HP DESIGNJET COLOR PLOTTER #2016-24
112083	3130	DOWNTOWN FORD SALES	08/18/17	66,026.50	2017-8 F-350 PURCHASE
112084	9511	DWYS LLC DBA RENAISSANCE TOTS, LLC ATTN	08/18/17	2,251.00	RECREATION CONTRACT
112085	11343	ENVIRONMENTAL LOGISTICS, INC.	08/18/17	471.50	HAZARDOUS WASTE PICK UP
112086	310	EQUIFAX INFORMATION SVCS LLC	08/18/17	50.42	CREDIT BUREAU REPORTS
112087	10642	FASTENAL COMPANY	08/18/17	220.77	SIGN RIVETS & MISC SUPPLY
112088	2986	FIRESTONE PHOTOGRAPHY	08/18/17	519.29	LT/CAPT/CHIEF PORTRAITS
112089	5106	CITY OF FREMONT REVENUE DIVISION	08/18/17	104,854.00	SHELTER OPERATING EXPS
112090	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: P	08/18/17	561.15	FLEET SUPPLIES
112091	550	FREMONT RUBBER STAMP CO INC	08/18/17	41.17	STAMPERS/DESK SIGNS
112092	313	FREMONT URGENT CARE CENTER	08/18/17	582.00	PRE-EMPLOYMENT/DOT PHYSICALS
112093	10983	G BORTOLOTTO & CO INC	08/18/17	162,828.37	CIP PARKING LOT REPAIR/RESEALING PROJECT
112094	275	GOVERNMENT FINANCE OFFICERS ASSOCIATION	08/18/17	305.00	GFOA MEMBERSHIPS/SUBSCRIPTIONS
112095	4607	CITY OF HAYWARD HAYWARD EXECUTIVE AIRPOR	08/18/17	150.00	SWAT TRAINING
112096	11553	HELLER MANUS ARCHITECTS	08/18/17	97,862.49	SCHEMATIC DESIGN FOR NEWARK CIVIC CENTER
112097	10663	HOSE & FITTING ETC	08/18/17	27.87	FLEET PARTS
112098	11494	KANEN TOURS, INC.	08/18/17	2,856.00	VISION QUEST TRIP - 08/09/17
112099	11532	KELLY SERVICES, INC.	08/18/17	5,808.00	KELLY SERVICES TEMP SERVICES
112100	10486	SHAKATI KHALSA	08/18/17	144.00	RECREATION CONTRACT
112101	7964	KNORR SYSTEMS INC	08/18/17	51.37	SILLIMAN POOL REPAIRS
112102	867	LAWCX	08/18/17	196,323.00	LAWCX EXCESS WORKERS' COMPENSATION PREMI
112103	8276	LEHR AUTO	08/18/17	189.84	FLEET SUPPLIES
112104	7496	LEXIPOL LLC	08/18/17	4,400.00	POLICY MANUAL UPDATE SUBSCRIPTION
112105	11147	LOS ANGELES COUNTY SHERIFF'S DEPARTMENT	08/18/17	425.96	SWAT SEB TRAINING

Final Disbursement List. Check Date 08/18/17, Due Date 08/28/17, Discount Date 08/28/17. Computer Checks.
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
112106	3518	MAD SCIENCE OF THE BAY AREA ATTN SUSAN F	08/18/17	1,344.60	RECREATION CONTRACT
112107	11482	MARCI MARINO	08/18/17	305.00	PAYROLL DEDUCTION - SS PAYMENTS FOR PRO8
112108	11536	MADISYN MCCANE	08/18/17	14.61	EXPENSE REIMBURSEMENT
112109	10907	MICHAEL YORKS	08/18/17	5,175.00	BACKGROUND INVESTIGATIONS
112110	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	08/18/17	1,289.25	FLEET PARTS
112111	10865	NEW IMAGE LANDSCAPE	08/18/17	14,743.00	LANDSCAPE MAINTENANCE
112112	11272	NICHOLAS CUEVAS	08/18/17	57.72	EXPENSE REIMBURSEMENT
112113	10918	ANKAR CYCLES, INC dba OAKLAND HARLEY-DAV	08/18/17	6.93	FLEET SUPPLIES AND MAINT
112114	349	PACIFIC GAS & ELECTRIC	08/18/17	54.49	STREETLIGHTS AND TRAFFIC SIGNALS
112115	11509	MARC PALACIO	08/18/17	284.72	EXPENSE REIMBURSEMENT
112116	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	08/18/17	1,009.00	PEST CONTROL
112117	10770	PRECISION TUNE AUTO CARE	08/18/17	300.10	FLEET SERVICE
112118	11412	PROSHRED SFBA	08/18/17	445.00	COMM ENG SHRED EVENT
112119	11510	JENNA QUINONEZ	08/18/17	302.28	EXPENSE REIMBURSEMENT
112120	11234	RAY MORGAN COMPANY	08/18/17	10,574.93	COPIER LEASE AGREEMENT
112121	7885	RENNE SLOAN HOLTZMAN SAKAI PUBLIC LAW GR	08/18/17	11,489.48	LEGAL ADVICE FEES
112122	279	S & S WORLDWIDE INC ACCOUNTS RECEIVABLE	08/18/17	12.61	SUPPLIES FOR LICENSED CHILD CARE
112123	11476	MEGHA SALPEKAR	08/18/17	187.50	RECREATION CONTRACT
112124	377	SIMON & COMPANY INC	08/18/17	1,905.29	LEGISLATIVE SERVICES
112125	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	08/18/17	440.00	PAYROLL DEDUCTIONS - GARNISHMENT
112126	676	SUMMIT UNIFORMS CORP	08/18/17	1,136.20	VEST EQUIP REPL; APPROVAL #2017-13
112127	11396	SWA SERVICES GROUP INC	08/18/17	25,954.23	JANITORIAL SERVICE
112128	7744	T-MOBILE USA, INC.	08/18/17	1,071.00	CALL DETAIL RECORDS FY 16/17
112129	1765	TEMPERATURE TECHNOLOGY INC	08/18/17	5,206.76	HVAC REPAIR
112130	10948	TRAINING FOR SAFETY, INC.	08/18/17	296.00	REC/COMM POST TRAINING
112131	5246	TURF STAR INC	08/18/17	211.96	FLEET PARTS
112132	6797	US BANK CORPORATE PAYMENT	08/18/17	14,824.33	US BANK CC PAYMENT 07/24/17
112133	7517	U S FOODS INC SAN FRANCISCO	08/18/17	1,853.80	FOOD AND SUPPLIES FOR THE CAFE
112134	339	WASHINGTON HOSPITAL GENERAL ACCOUNTING	08/18/17	100.00	LAB TESTS
112135	11466	YORK RISK SERVICES GROUP ATTN: CLIENT TR	08/18/17	81,656.70	WORKERS' COMPENSATION CLAIMS
Total				872,805.26	

Final Disbursement List. Check Date 08/24/17, Due Date 09/04/17, Discount Date 09/04/17. Computer Checks.
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
112136	10223	LEXISNEXIS RISK SOLUTIONS ACCT# 1415640	08/24/17	428.40	BACKGROUND CHECKS
112137	11094	ACME AUTO LEASING, LLC	08/24/17	1,909.44	ARMORED RESCUE VEH LEASE
112138	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	08/24/17	540.00	FIRE APPARATUS REPAIR AND SERVICE
112139	3853	COUNTY OF ALAMEDA INTERNAL AUDIT UNIT RI	08/24/17	1,598.00	CITATION PROCESSING FEES - JULY'17
112140	287	ALAMEDA COUNTY SHERIFF'S OFFICE GREGORY	08/24/17	104.25	CRIME LAB FEES
112141	344	ALAMEDA COUNTY WATER DISTRICT	08/24/17	457.89	CITY WATER USE
112142	14	ALPINE AWARDS	08/24/17	3,127.63	T-SHIRTS/AWARDS/PROMOS
112143	11289	ALTA LANGUAGE SERVICES	08/24/17	120.00	BILINGUAL LANGUAGE TESTING
112144	8414	ANDRE'S MECHANICAL & GENERAL ENGINEERING	08/24/17	7,873.40	REPLACEMENT OF SUMP PUMP
112145	9680	BAY CENTRAL PRINTING	08/24/17	63.78	BUSINESS CARD IMPRINTING
112146	3473	BEHAVIOR ANALYSIS TRAINING INSTITUTE INC	08/24/17	481.00	PATROL POST TRAINING
112147	11002	JENNIFER BLOOM	08/24/17	1,063.50	EXPENSE REIMBURSEMENT
112148	9888	BUREAU VERITAS NORTH AMERICA INC	08/24/17	1,797.17	PLAN REVIEW
112149	6533	CA POLICE CHIEFS ASSOC	08/24/17	662.00	CA POLICE CHIEFS ASSOC MEMBERSHIP 17/18
112150	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	08/24/17	6,950.04	TRAFFIC SIGNAL MAINTENANCE
112151	2050	CCUG	08/24/17	750.00	CLETS TRAINING SEMINAR
112152	163	CHILDREN'S HOSPITAL - OAKLAND	08/24/17	1,260.00	FY 16/17 VICTIM MED EXAM
112153	11413	CINDY K. HULL & ASSOCIATES FORENSIC CONS	08/24/17	906.25	LATENT PRINTS
112154	10793	TACL LYF	08/24/17	300.00	RENTAL DEPOSIT REFUND
112155	63	THE GOODYEAR TIRE & RUBBER CO	08/24/17	854.05	TIRES
112156	10642	FASTENAL COMPANY	08/24/17	6.23	FLEET PARTS
112157	2986	FIRESTONE PHOTOGRAPHY	08/24/17	282.86	CAPT PORTRAIT/CITY EMP OF YEAR PORTRAIT
112158	11552	FIRST RESPONDERS ANIMAL RESQ	08/24/17	50.00	PRIDE AWARD DONATION FROM SEAN ERIKSEN
112159	1120	FORENSIC ANALYTICAL SCIENCES, INC	08/24/17	54.00	LAB TESTS
112160	4845	HINDERLITTE DELLAMAS & ASSOCIATES	08/24/17	10,073.72	SALES TAX CONSULTING/AUDIT SERVICES
112161	293	LANGUAGE LINE SERVICES INC	08/24/17	243.69	INTERPRETATION SVCS
112162	3644	RELX INC. DBA LEXISNEXIS	08/24/17	176.00	ONLINE LEGAL RESOURCE SUBSCRIPTION
112163	11246	LOOMIS ARMORED	08/24/17	285.13	ARMORED CAR SERVICE
112164	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	08/24/17	379.44	EMPLOYEE ASSISTANCE PROGRAM
112165	9029	MEYERS NAVE RIBACK SILVER & WILSON	08/24/17	171.00	LITIGATION & LEGAL CONSULTING SRVCS
112166	11357	MISSION UNIFORM SERVICE	08/24/17	1,596.08	UNIFORMS, MATS, AND TOWELS
112167	10947	NET TRANSCRIPTS	08/24/17	1,047.07	FY 16/17 TRANSCRIPTION SVC
112168	10918	ANKAR CYCLES, INC dba OAKLAND HARLEY-DAV	08/24/17	199.76	FLEET SUPPLIES AND MAINT
112169	1350	OAKLAND POLICE DEPARTMENT ATTN: OFFICER	08/24/17	50.00	PATROL POST TRAINING
112170	349	PACIFIC GAS & ELECTRIC	08/24/17	67,866.85	CITY ELECTRIC & GAS
112171	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	08/24/17	185.00	PEST CONTROL
112172	9811	REDFLEX TRAFFIC SYSTEMS	08/24/17	18,800.00	REDLIGHT CAMERA MONITORING
112173	11074	RUTAN & TUCKER LLP	08/24/17	5,967.00	LITIGATION & CONSULTING SRVC
112174	5456	AMERICAN RIVER COLLEGE C/O SRPSTC	08/24/17	133.00	PATROL POST TRAINING
112175	220	SONITROL	08/24/17	2,106.00	QUARTERLY CAMERA MONITORING
112176	11533	ST. FRANCIS ELECTRIC. LLC.	08/24/17	1,514.35	STREETLIGHT MAINTENANCE
112177	503	STANDARD INSURANCE COMPANY	08/24/17	1,977.39	EMPLOYEE LIFE INSURANCE AND AD&D COVERAG
112178	40	STAPLES ADVANTAGE DEPT LA	08/24/17	1,243.63	OFFICE SUPPLIES
112179	2038	U.S. BANK ST. PAUL CM-9705	08/24/17	861,872.45	AID 26 RFND 2013 ACCT# 204275000
112180	7517	U S FOODS INC SAN FRANCISCO	08/24/17	1,847.06	FOOD SUPPLIES FOR THE CAFE
112181	10998	GARY M SHELDON VBS SERVICES	08/24/17	350.00	BLOOD WITHDRAWAL SVC
112182	10249	WASHINGTON URGENT CARE	08/24/17	20.00	VACCINATION SERVICES
112183	11417	WHOLESALE DISTRIBUTION ALLIANCE	08/24/17	494.79	RETAIL MERCHANDISE
112184	340	WITMER-TYSON IMPORTS	08/24/17	761.95	K9 TRAINING/SUPPLIES
112185	11466	YORK	08/24/17	2,955.08	WORKERS' COMPENSATION ADMINISTRATION FEE

Final Disbursement List. Check Date 08/24/17, Due Date 09/04/17, Discount Date 09/04/17. Computer Checks.
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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
		Total		1,013,956.33	

Final Disbursement List. Check Date 09/01/17, Due Date 09/11/17, Discount Date 09/11/17. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
112186	10658	4LEAF INC	09/01/17	7,678.41	PLAN CHECK SERVICES
112187	149	ASSOCIATION OF BAY AREA GOVERNMENTS	09/01/17	13,933.55	DEDUCTIBLE COSTS FY17/18
112188	332	ADAMSON POLICE PRODUCTS	09/01/17	571.81	VEST REPLACEMENT #2017-13
112189	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	09/01/17	1,485.96	PAYROLL - SHORT TERM DISABILITY PREMIUM
112190	1774	AIRGAS USA, LLC	09/01/17	58.92	FLEET SUPPLIES
112191	2036	ALAMEDA COUNTY SHERIFF'S OFFICE REGIONAL	09/01/17	4,200.00	SWAT TRAINING
112192	284	INFORMATION TECHNOLOGY DEPARTMENT ATTN:	09/01/17	4,045.88	RADIO REPAIR/MAINT
112193	14	ALPINE AWARDS	09/01/17	23.60	DEPARTMENT AWARDS
112194	1353	AMERICAN PLANNING ASSOCIATION	09/01/17	16.00	SUBSCRIPTION 10/01/17-09/30/18
112195	11227	GUSTAVO ARROYO	09/01/17	1,373.31	EXPENSE REIMBURSEMENT
112196	348	AT&T	09/01/17	113.63	AT&T MONTHLY TELECOM
112197	11491	JASON AVERY	09/01/17	99.99	EXPENSE REIMBURSEMENT
112198	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	09/01/17	117.40	FLEET SUPPLIES
112199	9680	BAY CENTRAL PRINTING	09/01/17	63.78	BUSINESS CARD IMPRINTING
112200	6630	BOUNDTREE MEDICAL LLC	09/01/17	307.09	GLOVES
112201	7898	CALIFORNIA DIESEL & POWER	09/01/17	1,429.37	GENERATOR REPAIR
112202	7439	CENTERVILLE LOCKSMITH	09/01/17	29.85	KEYS FOR SILLIMAN
112203	458	CHEVRON AND TEXACO BUSINESS CARD SERVICE	09/01/17	1,018.23	FUEL
112204	10060	COMCAST	09/01/17	113.59	CABLE BILL
112205	10649	PFSA DBA NEWARK HOLY GHOST	09/01/17	1,446.78	PERFORMANCE BOND RTN EP# 2017-0115
112206	10793	BAY AREA CHILD CARE CENTERS	09/01/17	230.00	RENTAL DEPOSIT REFUND
112207	10793	JENNIFER SILVA	09/01/17	100.00	RENTAL DEPOSIT RETURN
112208	10793	MAIHANI KAWALHAE	09/01/17	100.00	RENTAL DEPOSIT REFUND
112209	10793	BARBARA WELCH	09/01/17	88.48	RENTAL DEPOSIT REFUND
112210	10793	HONG NGUYEN	09/01/17	100.00	RENTAL DEPOSIT REFUND
112211	10793	KATHLEEN SCHULER	09/01/17	238.00	CLASS REFUND
112212	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	09/01/17	157.50	PUBLIC HEARING NOTICES
112213	41	DALE HARDWARE	09/01/17	283.49	FLEET SUPPLIES
112214	6365	MARK DELAPPE	09/01/17	152.90	EXPENSE REIMBURSEMENT
112215	7631	DELTA DENTAL	09/01/17	7,304.44	DENTAL PREMIUM SEPT'17
112216	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	09/01/17	462.87	DENTAL PREMIUM SEPT'17
112217	11404	ALHAMBRA	09/01/17	756.64	WATER SERVICE
112218	10575	ALHAMBRA	09/01/17	16.11	WATER SERVICE FOR SDC
112219	11015	EAST BAY LAWN MOWER	09/01/17	43.89	FLEET SUPPLIES AND MAINT
112220	4211	EXECUTIVE DIRECTOR EAST BAY EDA	09/01/17	7,005.00	MEMBERSHIP 2017-2018
112221	11461	EMC PLANNING GROUP INC.	09/01/17	6,002.29	CONTRACTUAL SERVICES
112222	4731	EWING IRRIGATION PRODUCTS INC	09/01/17	544.57	IRRIGATION PARTS
112223	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	09/01/17	773.30	VISION PREMIUM
112224	10642	FASTENAL COMPANY	09/01/17	182.20	MISC PARK SUPPLIES
112225	1733	FIRST BAPTIST CHURCH	09/01/17	80.00	DONATION
112226	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: P	09/01/17	266.51	FLEET SUPPLIES
112227	4441	FREMONT UNIFIED SCHOOL DISTRICT TRANSPOR	09/01/17	428.48	BUS TRANSPORT FOR SDC
112228	8762	GHA TECHNOLOGIES INC	09/01/17	969.65	LARGE MONITOR FOR BLDG PLAN REVIEWS
112229	167	HARRIS COMPUTER SYSTEMS	09/01/17	3,232.28	SELECT ERP MAINTENANCE 08/17
112230	1591	PHILIP H HOLLAND	09/01/17	1,241.80	EXPENSE REIMBURSEMENT
112231	1457	HOME DEPOT CREDIT SERVICES DEPT. 32 - 25	09/01/17	2,431.58	FLEET SUPPLIES
112232	7593	BRUCE HOWCROFT	09/01/17	1,155.99	EXPENSE REIMBURSEMENT
112233	11123	I PIZZA	09/01/17	916.00	FOOD FOR CAFE/PARTIES
112234	11443	HIROSHI ICHIMURA	09/01/17	993.60	RECREATION CONTRACT
112235	1055	INTERNATIONAL INSTITUTE OF MUNICIPAL CLE	09/01/17	200.00	RENEWAL NOTICE
112236	11540	JANSSEN'S PLACE AUTO BODY	09/01/17	360.58	AUTOBODY REPAIR

Final Disbursement List. Check Date 09/01/17, Due Date 09/11/17, Discount Date 09/11/17. Computer Checks.
 Bank 1001 US BANK

MICR * Check#	Vendor Number	Payee	Check Date	Check Amount	Description
112237	2540	DEOL OIL JARVIS SHELL	09/01/17	1,011.00	PATROL VEHICLE CLEANING
112238	73	THE ED JONES CO INC	09/01/17	1,158.74	BADGES & INSIGNIA
112239	10334	TIM JONES	09/01/17	97.63	EXPENSE REIMBURSEMENT
112240	11532	KELLY SERVICES	09/01/17	2,376.00	KELLY SERVICES TEMP SERVICES
112241	5069	KIDZ LOVE SOCCER, INC.	09/01/17	6,762.00	RECREATION CONTRACT
112242	11327	YOLO COUNTY SHERIFF'S OFFICE ATTN:SUZANN	09/01/17	280.00	COMM ENGAGEMENT PROGRAM
112243	6713	DAVID LEE	09/01/17	532.78	EXPENSE REIMBURSEMENT
112244	7189	LINCOLN EQUIPMENT INC	09/01/17	424.73	POOL SUPPLIES
112245	80	LYNN PEAVEY COMPANY	09/01/17	2,138.58	CERT SUPPLIES
112246	3518	MAD SCIENCE OF THE BAY AREA ATTN SUSAN F	09/01/17	1,216.80	RECREATION CONTRACT
112247	11467	SOFIA MANGALAM	09/01/17	10.81	EXPENSE REIMBURSEMENT
112248	11482	MARCI MARINO	09/01/17	305.00	PAYROLL DEDUCTION - SS PAYMENTS FOR PR08
112249	10686	MIRACLE METHOD OF CONTRA COSTA/ALAMEDA I	09/01/17	2,790.00	WATER SLIDE REPAIR
112250	1803	NATIONAL NOTARY ASSOCIATION	09/01/17	69.00	MEMBERSHIP DUES
112251	10865	NEW IMAGE LANDSCAPE	09/01/17	28,390.00	PARKS IRRIGATION UPGRADE/MODIFICATION
112252	1290	NEWARK DAYS CELEBRATION INC	09/01/17	30.00	ENTRY FEE FOR NEWARK DAYS
112253	349	PACIFIC GAS & ELECTRIC	09/01/17	18,000.55	STREETLIGHTS AND TRAFFIC SIGNALS
112254	11509	MARC PALACIO	09/01/17	301.73	EXPENSE REIMBURSEMENT
112255	10580	PEELLE TECHNOLOGIES INC	09/01/17	462.96	PROJECT 884
112256	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	09/01/17	1,006.00	PEST CONTROL
112257	10770	PRECISION TUNE AUTO CARE	09/01/17	149.32	FLEET SERVICE
112258	11510	JENNA QUINONEZ	09/01/17	604.56	EXPENSE REIMBURSEMENT
112259	7885	RENNE SLOAN HOLTZMAN SAKAI PUBLIC LAW GR	09/01/17	1,127.50	LITIGATION & LEGAL CONSULTING SRVCS
112260	10864	JEFF REVAY	09/01/17	2,216.53	EXPENSE REIMBURSEMENT
112261	11558	KEEP IT MOVIN' ENTERTAINMENT	09/01/17	300.00	DEPOSIT FOR DJ SERVICES
112262	1282	EDDA RIVERA	09/01/17	43.20	EXPENSE REIMBURSEMENT
112263	11074	RUTAN & TUCKER LLP	09/01/17	2,714.00	LITIGATION & LEGAL CONSULTING SRVCS
112264	654	SFPUC-WATER DEPARTMENT CUSTOMER SERVICE	09/01/17	3,152.26	RENT/WATER
112265	112	WILLE ELECTRICAL SUPPLY CO INC	09/01/17	857.76	LIGHT BULBS
112266	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	09/01/17	270.00	SMRN SPAM FILTERING/WEB HOSTING
112267	11098	SILVER & WRIGHT LLP	09/01/17	3,785.70	LITIGATION & LEGAL CONSULTING SRVCS
112268	11411	SOFTWAREONE INC.	09/01/17	28,094.29	MICROSOFT ANNUAL LICENSE EA#8015621
112269	11133	COMMERCIAL SPEEDOMETER SERVICES, INC DBA	09/01/17	608.00	SPEEDOMETER CALIBRATION
112270	11533	ST. FRANCIS ELECTRIC. LLC.	09/01/17	5,355.00	STREETLIGHT MAINTENANCE
112271	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	09/01/17	440.00	PAYROLL DEDUCTION - GARNISHMENT
112272	9476	YSERCO INC	09/01/17	970.00	SILLIMAN QUARTERLY MAINTENANCE
112273	11521	THE EMBLEM AUTHORITY	09/01/17	361.00	SWAT PATCHES
112274	146	THYSSENKRUPP ELEVATOR CORPORATION	09/01/17	7,552.00	EMERGENCY ELEVATOR REPAIR
112275	4639	TREASURER OF ALAMEDA COUNTY PUBLIC WORKS	09/01/17	77,073.00	FY17-18 STORMWATER FEE CALCULATION SERVI
112276	11514	UNITED UNIFORM DIST. LLC.	09/01/17	927.94	REC/DISPATCH FLEECE JACKETS
112277	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	09/01/17	261.24	PAYROLL PREMIUM - E0246926
112278	10968	UTILITY TELEPHONE	09/01/17	15,953.48	NETWORK/PHONE SERVICES 08/17
112279	853	VALLEY OIL COMPANY LOCKBOX# 138719	09/01/17	18,335.69	FUEL
112280	5623	VERIZON WIRELESS	09/01/17	1,092.55	WIRELESS SERVICE FOR IPADS
Total				314,554.63	