



# CITY OF NEWARK CITY COUNCIL

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

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

## AGENDA

Thursday, September 13, 2018

- A. ROLL CALL
  
- B. MINUTES
  - B.1 Approval of Minutes of the City Council meetings of July 26 and August 20, 2018. (MOTION)
  
- C. PRESENTATIONS AND PROCLAMATIONS
  - C.1 Introduction of employees.
  
  - C.2 Proclaiming September 20-23, 2018, as Newark Days. (PROCLAMATION)
  
  - C.3 Proclaiming September 15 to October 15 as Hispanic and Latino Heritage Month. (PROCLAMATION)
  
- D. WRITTEN COMMUNICATIONS
  
- E. PUBLIC HEARINGS
  
- F. CITY MANAGER REPORT

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

### CONSENT

- F.1 Approval to use the Contra Costa County P25 subscriber radio contract to purchase East Bay Regional Communication System Authority (EBRCSA) compliant radios and authorization for the City Manager to sign a lease to own agreement with Motorola Solutions, Inc. (Red Cloud, Inc.) – from Police Chief Carroll. (RESOLUTION)

- F.2 Authorization for the purchase of replacement vehicle rescue tools for Fire Station No. 27, and declaration of L.N. Curtis & Sons as the single source vendor – from Maintenance Supervisor Connolly. (RESOLUTION)**
- F.3 Declaration of certain vehicles and equipment as surplus and authorization for the sale or disposal thereof – from Maintenance Supervisor Connolly. (RESOLUTION)**
- F.4 Approval of plans and specifications, acceptance of bid, and award of contract to Chrisp Company for 2018-2019 Citywide Thermoplastic Street Striping, Project 1222 – from Assistant City Engineer Imai. (MOTION)(RESOLUTION)**
- F.5 Report on administrative actions during August recess – from City Manager Becker. (MOTION)**

## **NONCONSENT**

- F.6 Second reading and adoption of an ordinance establishing a Planned Development Overlay District at 37093 Locust Street – from Associate Planner Mangalam. (ORDINANCE)**
- F.7 Approval of Final Conceptual Master Plan for Sportsfield Park Synthetic Turf Fields, Project 1192 - from Assistant City Engineer Imai. (RESOLUTION)**
- F.8 Approval of Final Conceptual Master Plan for Newark Skate Park at Sportsfield Park, Project 1193 - from Assistant City Engineer Imai. (RESOLUTION)**
- F.9 Introduction of an Ordinance repealing and replacing Chapter 2.09 of the Newark Municipal Code (“City Councilmembers—Salaries”) to increase the salaries of City Councilmembers and Mayor by ten percent (10%) and to increase the health and welfare benefits of City Councilmembers and Mayor to be equivalent with benefits offered to City employees under the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group – from City Manager Becker. (INTRODUCTION OF ORDINANCE)**

## **G. CITY ATTORNEY REPORTS**

**H. ECONOMIC DEVELOPMENT CORPORATION**

**I. CITY COUNCIL MATTERS**

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

**K. ORAL COMMUNICATIONS**

**L. APPROPRIATIONS**

Approval of Audited Demands.

**(MOTION)**

**M. CLOSED SESSION**

**M.1 Closed Session for conference with legal counsel on existing litigation pursuant to Government Code Section 54956.9(d)(1) *Conrad Rodgers v. City of Newark, et. al Workers Compensation Appeals Board, Case Numbers: ADJ10840163* – from Human Resources Director Abe.**

**N. ADJOURNMENT**

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

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



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

## AGENDA

**Thursday, September 13, 2018**

### CITY COUNCIL:

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

### CITY STAFF:

John Becker  
City Manager  
  
Terrence Grindall  
Assistant City Manager  
  
Susie Woodstock  
Administrative Services Director  
  
Sandy Abe  
Human Resources Director  
  
Soren Fajeau  
Public Works Director  
  
Michael Carroll  
Police Chief  
  
David Zehnder  
Recreation and Community  
Services Director  
  
David J. Benoun  
City Attorney  
  
Sheila Harrington  
City Clerk

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

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

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

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

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

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



# CITY OF NEWARK CITY COUNCIL

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

## Minutes

Thursday, July 26, 2018

### A. ROLL CALL

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

### B. MINUTES

#### B.1 Approval of Minutes of the City Council meeting of July 12, 2012.

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

### C. PRESENTATIONS AND PROCLAMATIONS

#### C.1 Commending Administrative Services Director Woodstock.

Mayor Nagy presented a retirement commendation to Administrative Services Director Susie Woodstock.

#### C.2 Commending Nancy Eddy.

Mayor Nagy presented a retirement commendation to Nancy Eddy, founder and leader of Deaf Plus Adult Community.

#### C.3 Commending Tim Jones.

Mayor Nagy presented a retirement commendation to Special Assistant Tim Jones.

#### C.4 Commending Police Service Canine Ares.

Mayor Nagy presented a retirement commendation to Police Service Canine Ares and his handler, Officer Nick Mavrakis.

#### C.5 Introduction of employees.

Mayor Nagy introduced recently hired Police Officers Juan Herrera and Salvador Hernandez.

**D. WRITTEN COMMUNICATIONS**

**E. PUBLIC HEARINGS**

- E.1 Hearing to consider property owners’ objections and confirmation of the Superintendent of Streets’ report concerning weed abatement assessments. MOTION APPROVED RESOLUTION NO. 10825**

City Manager Becker gave the staff report recommending approval.

Mayor Nagy opened the public hearing at 7:50 p.m.

No one came forward to speak.

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

Council Member Bucci moved, Council Member Collazo seconded to, by motion, act upon any objections by property owners for assessments on their parcels for the 2018 Weed Abatement Program and, by resolution, confirm the Superintendent of Streets’ report concerning weed abatement assessments. The motion passed, 5 AYES.

- E.2 Hearing to consider establishing a Planned Development Overlay District and a Planned Development Plan, P-18-5 to allow construction of a 6-unit apartment project located at 37093 Locust Street. RESOLUTION NO. 10826 INTRODUCTION OF ORDINANCE**

Council Member Freitas announced that he owns property within 500 feet of the project and would recuse himself from participation. Council Member Freitas left the Council Chambers.

Assistant City Manager Grindall gave a presentation (on file with City Clerk) of the proposed 6-unit apartment project located at 37093 Locust Street.

Mayor Nagy opened the public hearing at 7:57 p.m.

Stanley Cherry, property owner, stated that he agreed to the conditions.

In response to Council Member Bucci’s comments regarding train traffic, Mr. Cherry stated that he would build a sound wall for this property, if needed.

Mayor Nagy closed the public hearing at 8:00 p.m.

In response to Council Member Bucci, Assistant City Manager Grindall stated that if the rail traffic creates noise above the City standard, then a wall will be required. Mr. Cherry is responsible for his section for the sound wall, the rail operator would be responsible for the remainder of the wall.

Council Member Bucci moved, Vice Mayor Hannon seconded to: 1) by resolution, approve, P-18-5, a planned development plan to allow construction of a 6-unit apartment project located at 37093 Locust Street (APN 92-125-10); and 2) introduce an ordinance establishing a Planned Development Overlay District at 37093 Locust Street (APN 92-125-10). The motion passed, 4 AYES, 1 RECUSED.

Council Member Freitas returned to the Council Chambers.

## **F. CITY MANAGER REPORT**

Vice Mayor Hannon requested the removal of item F.2 for separate consideration.

Council Member Collazo moved, Council Member Bucci seconded, to approve Consent Calendar Items F.1 and F.2 through F.5, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions. The motion passed, 5 AYES.

## **CONSENT**

- F.1 Authorization for the City Manager to sign a Bill of Sale for the sale of retired Police Service Canine Ares. RESOLUTION NO. 10827**
- F.3 Approval of plans and specifications, acceptance of bid and award of contract to G. Bortolotto & Company, Inc. for the 2018 Asphalt Concrete Street Overlay Program, Project 1179. MOTION APPROVED RESOLUTION NO. 10829 CONTRACT NO. 18023**
- F.4 Amendment of the 2018-2020 Biennial Budget and Capital Improvement Plan for Fiscal Year 2018-2019 for Capital Improvement Plan Budget Rollover. RESOLUTION NO. 10830**
- F.5 Authorization to issue a no-fee encroachment permit to Newark Days Celebration, Inc. for the Newark Days Parade and Newark Mile Race, provide police services for traffic control and waive fees related to the parade and race, and waive fees for use of the Community Center and MacGregor Playfields, with the exception of the fees required for the building attendant and janitorial services. MOTIONS(3) APPROVED**

**NONCONSENT**

- F.2 Authorization for the City of Newark to accept a State of California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) grant. RESOLUTION NO. 1082**

Vice Mayor Hannon thanked the Police Department for applying for the grant.

Vice Mayor Hannon moved, Council Member Collazo seconded, by resolution, to authorize the City accept a State of California Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) grant. The motion passed, 5 AYES.

- F.6 Approval of the Final Map, Subdivision Improvement Agreement, and waiver to allow up to ten percent relief of required setbacks for Tract 8417 – Sanctuary Village 1 (Arroyo Cap III, LLC), an 85-unit residential subdivision in General Plan Area 3 at the intersection of Cherry Street and Stevenson Boulevard. RESOLUTION NO. 10831-10832 CONTRACT NO. 18024**

City Manager Becker requested that the City Council consider items F.6 through F.8 concurrently since they are all related to the Sanctuary Village Project. The City Council agreed.

Assistant City Manager Grindall gave a presentation (on file with City Clerk) recommending approval. He noted that the Waiver request would result in larger front yards for some of the odd shape lots.

Council Member Freitas moved Council Member Collazo seconded to by resolutions, approve: 1) the Final Map, and Subdivision Improvement Agreement for Tract 8417 – Sanctuary Village 1, an 85-unit residential subdivision in General Plan Area 3 at the intersection of Cherry Street and Stevenson Boulevard; and 2) W2018-004, a waiver request to allow up to 10% relief from dimensional requirements of required setbacks for Tract 8417 – Sanctuary Village 1. The motion passed, 5 AYES.

- F.7 Approval of the Final Map, Subdivision Improvement Agreement, and waiver to allow up to ten percent relief of required setbacks for Tract 8419 – Sanctuary Village 3 (KB Sanctuary, LLC), a 97-unit residential subdivision in General Plan Area 3 at the intersection of Cherry Street and Stevenson Boulevard. RESOLUTION NO. 10833-10834 CONTRACT NO. 18025**

Council Member Freitas moved Council Member Collazo seconded to, by resolutions, approve: 1) the Final Map, and Subdivision Improvement Agreement for Tract 8419 –



Sanctuary Village 3, a 97-unit residential subdivision in General Plan Area 3 at the intersection of Cherry Street and Stevenson Boulevard; and 2) W2018-003, a waiver request to allow up to 10% relief from dimensional requirements of required setbacks for Tract 8419 – Sanctuary Village 3. The motion passed, 5 AYES.

- F.8 Approval of the Final Map, Subdivision Improvement Agreement, and waiver to allow up to ten percent relief of required setbacks for for Tract 8420 – Sanctuary Village 4 (KB Sanctuary, LLC), a 96-unit residential subdivision in General Plan Area 3 at the intersection of Cherry Street and Stevenson Boulevard.**
- RESOLUTION NO. 10835-10836  
CONTRACT NO. 18026**

Council Member Freitas moved Council Member Collazo seconded to by resolutions, approve: 1) the Final Map, and Subdivision Improvement Agreement for Tract 8420 – Sanctuary Village 4, a 96-unit residential subdivision in General Plan Area 3 at the intersection of Cherry Street and Stevenson Boulevard; and 2) W2018-003, a waiver request to allow up to 10% relief from dimensional requirements of required setbacks for Tract 8420 – Sanctuary Village 4. The motion passed, 5 AYES.

**G. CITY ATTORNEY REPORTS**

**H. ECONOMIC DEVELOPMENT CORPORATION**

**I. CITY COUNCIL MATTERS**

Mayor Nagy stated that this was the last meeting before the August recess.

Council Member Bucci wished his father a Happy Birthday. He stated that Jolie Macias was the first female cross fit champion. Chyna Cho of the local cross fit gym has qualified to participate in this year's competition.

Council Member Freitas complimented the new civic center sign and thanked the residents for passing Measure GG.

In response to Council Member Freitas, Public Works Director Fajeau stated that the traffic control on Cedar Boulevard will be coming down by next week. The majority of the work is complete; however, permission from the SFPUC is pending for the remainder of the improvements.

Council Member Collazo encouraged everyone to participate in National Night Out, attend the next Music at the Grove concert, and shop Newark.

Vice Mayor Hannon commended Administrative Services Director Woodstock on her outstanding work.

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

**K. ORAL COMMUNICATIONS**

Daniel Roberts requested that the City adopt an ordinance that requires outdoor cooks to install systems to prevent smoke from drifting into their neighbors' property. He cited particulate matter in the smoke causing health issues and landscaping covered with soot.

Chris Moylan, District Director for Congressman Khanna, thanked Mayor Nagy and City Manager Becker for helping them find a town hall location after the previous location revoked permission.

**L. APPROPRIATIONS**

**Approval of Audited Demands.**

**MOTION APPROVED**

City Clerk Harrington read the Register of Audited Demands: Check numbers 115026 to 115159.

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

**M. CLOSED SESSIONS**

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

**Closed Session for conference with legal counsel on existing litigation pursuant to Government Code Section 54956.9(d)(1) for People of the State of California v. Residential Funding Company, et al. Alameda County Superior Court, Case Number HG17885734.**

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

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

- M.1 Closed Session for conference with legal counsel on existing litigation pursuant to Government Code Section 54956.9(d)(1) *Roderick Hogan v. City of Newark, et. al* Workers Compensation Appeals Board, Case Numbers: ADJ10421980; ADJ11119563.**
- M.2 Closed session for conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(2), Anticipated Litigation: One case.**
- M.3 Closed Session for conference with legal counsel on existing litigation pursuant to Government Code Section 54956.9(d)(1) for *People of the State of California v. Residential Funding Company, et al.* Alameda County Superior Court, Case Number HG17885734.**

At 8:42 p.m. the City Council recessed to a closed session.

At 8:50 p.m. the City Council convened in closed session.

At 9:25 p.m. the City Council reconvened in open session with all Council Members present.

## **N. ADJOURNMENT**

Mayor Nagy adjourned the meeting at 9:25 p.m.



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## SPECIAL MEETING

City Administration Building  
6:00 p.m.  
City Council Chambers

## Minutes

Monday, August 20, 2018

### A. ROLL CALL

Mayor Nagy called the meeting to order at 6:03 p.m. Present were Council Members Collazo, Freitas, Bucci and Vice Mayor Hannon.

### B. Adoption of a resolution providing for appointment to offices of the City that were to be elected on Tuesday, November 6, 2018 and cancelling the General Municipal Election. **RESOLUTION NO. 10837**

City Clerk Harrington gave the staff report recommending canceling the election and appointing Mayor Nagy, Council Member Hannon, and Council Member Bucci.

Council Member Collazo moved, Council Member Freitas seconded to provide for the appointment to the offices of this City that were to be elected on Tuesday, November 6, 2018 and cancel the General Municipal Election. The motion passed, 5 AYES.

### C. ADJOURNMENT

Mayor Nagy adjourned the meeting at 6:06 p.m.

**C.1 Introduction of employees.**

**Background/Discussion** – Public Safety Dispatcher Chelsea Pedranti and Finance Manager Krysten Lee will be at the meeting to be introduced to the City Council.

**C.2 Proclaiming September 20-23, 2018, as Newark Days.**

**(PROCLAMATION)**

**Background/Discussion** – Newark Days, celebrating Newark’s 63rd birthday, will be held September 20-23, 2018. A proclamation has been prepared and members of the Newark Days Committee will accept it at the City Council meeting.

**C.3 Proclaiming September 15 to October 15 as Hispanic and Latino Heritage Month. (PROCLAMATION)**

**Background/Discussion** – Each year, Americans observe National Hispanic and Latino Heritage Month from September 15 to October 15, by celebrating the contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean, Central America, and South America.

Community Preservation Specialist Patricia Montejano will accept the proclamation on behalf of the Hispanic and Latino community.

**F.1 Approval to use the Contra Costa County P25 subscriber radio contract to purchase East Bay Regional Communication System Authority (EBRCSA) compliant radios and authorization for the City Manager to sign a lease to own agreement with Motorola Solutions, Inc. (Red Cloud, Inc.) – from Police Chief Carroll. (RESOLUTION)**

**Background/Discussion** – The East Bay Regional Communications System Authority (EBRCSA) was created as a Joint Powers Authority (JPA) in 2007 with the goal of developing and operating a state-of-the-art radio communications system that would provide regional interoperability. The City of Newark is an original member of the JPA.

The EBRCSA is authorized to acquire, plan, design, finance, construct, operate, and maintain a P-25 compliant communications system serving Alameda and Contra Costa counties currently covering 43 jurisdictions. With the recent addition of two larger entities, Oakland and Hayward, the existing Motorola infrastructure is nearing its capacity.

The City of Newark currently maintains an inventory of 155 radios on the EBRCSA network. Our current XTS2500 portable and XTL2500 mobile radios are no longer being manufactured by Motorola. At the end of 2018, Motorola factory repair shops will stop servicing these radios, so accessories and replacement parts will soon be unavailable. In July 2019, the EBRCSA Southwest cell, which includes Newark, will be the first area moved to Phase II Time Division Multiple Access (TDMA) technology making Phase I radios on the EBRCSA network in this zone obsolete.

Of the 155 radios, 124 need replacement and 31 will need a software upgrade to make them compatible with the Phase II (TDMA) system. A staff audit found there were an insufficient number of radios to equip all emergency vehicles and responders, including trained volunteers. This project would increase the City's radio inventory by 11, from 155 to 166.

This purchase will be procured through an existing agreement with Motorola Solutions, Inc. utilizing the local Motorola Solutions distributor, Red Cloud, Inc. All prices are based on the discounts incorporated in the current competitive bid covered by the 2009 Contra Costa County P25 Subscriber radio contract #0904-018. The Contra Costa County bid process is in compliance with the City of Newark's competitive bid process. This quote reflects the 2018 EBRCSA TDMA Upgrade Special Incentive Pricing, discounting further below the Contra Costa County Contract. The attached proposals are valid through September 21, 2018. Prices quoted include removal and replacement of mobile radios arranged through Red Cloud, Inc. Alameda County's IT Department will provide the reprogramming and redesign of the code plug at a standard per radio rate.

This project is included in the 2018-2020 Biennial Budget. There is \$900,000 budgeted under account number 034-1032-7000. The total cost of this five-year lease to own agreement, including reprogramming, is estimated to be \$585,766.



**Attachment**

**Action** - It is recommended that the City Council, by resolution, approve the use of the Contra Costa County P25 subscriber radio contract to purchase East Bay Regional Communication System Authority (EBRCSA) compliant radios and authorize the City Manager to sign a lease to own agreement with Motorola, Inc. (Red Cloud, Inc.).

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE USE OF THE CONTRA COSTA COUNTY P25 SUBSCRIBER RADIO CONTRACT TO PURCHASE EAST BAY REGIONAL COMMUNICATION SYSTEM AUTHORITY (EBRCSA) COMPLIANT RADIOS AND AUTHORIZING THE CITY MANAGER TO SIGN A LEASE TO OWN AGREEMENT WITH MOTOROLA SOLUTIONS, INC. (RED CLOUD, INC.)

WHEREAS, the East Bay Regional Communications System Authority (EBRCSA) was created as a Joint Powers Authority (JPA) on September 11, 2007 with the goal of developing and operating a state-of-the-art radio communications system that would provide regional interoperability; and

WHEREAS, the EBRCSA is authorized to acquire, plan, design, finance, construct, operate, and maintain a P-25 compliant communications system serving Alameda and Contra Costa counties currently covering 43 jurisdictions therein; and

WHEREAS, with the recent addition of two larger entities, Oakland and Hayward, the existing Motorola infrastructure is nearing its capacity; and

WHEREAS, the current XTS2500 portable and XTL2500 mobile radios are no longer being manufactured by Motorola and by the end of the year Motorola factory repair shops will stop servicing these radios, so accessories and replacement parts will soon be unavailable; and

WHEREAS, in July 2019 the EBRCSA Southwest cell, which includes Newark, will be the first area moved to Phase II Time Division Multiple Access (TDMA) technology making Phase I radios on the EBRCSA network in this zone obsolete; and

WHEREAS, the City of Newark currently maintains an inventory of 155 radios on the EBRCSA network which includes 124 that need to be replaced and 31 requiring a software upgrade to make them compatible with the Phase II (TDMA) system; and

WHEREAS, a staff audit found there were an insufficient number of radios to equip all emergency vehicles and responders, including trained volunteers, so this project would increase the City's radio inventory by 11, from 155 to 166; and

WHEREAS, this purchase will be procured through an existing agreement with Motorola Solutions, Inc. utilizing the local Motorola Solutions distributor, Red Cloud, Inc.; and

WHEREAS, all prices are based on the discounts incorporated in the current competitive bid covered by the 2009 Contra Costa County P25 Subscriber radio contract #0904-018, which meets City standards for a competitive bidding process; and

WHEREAS, this quote reflects the 2018 EBRCOA TDMA Upgrade Special Incentive Pricing, discounting further below the Contra Costa County Contract and is valid through September 21, 2018; and

WHEREAS, prices quoted include removal and replacement of mobile radios arranged through Red Cloud, Inc. and Alameda County's IT Department will provide the reprogramming and redesign of the code plug at a standard per radio rate; and

WHEREAS, this project is included in the 2018-2020 Biennial Budget with \$900,000 budgeted under account number 034-1032-7000; and

WHEREAS, the total cost of this five-year lease to own agreement, including reprogramming, is estimated to be \$585,766;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark approves the use of the Contra Costa County P25 subscriber radio contract to purchase East Bay Regional Communication System Authority (EBRCOA) compliant radios and authorizes the City Manager to sign a lease to own agreement with Motorola, Inc. (Red Cloud, Inc.).



Date: August 30, 2018

Financing proposal for: City of Newark, CA

Motorola Customer Financing recognizes that each opportunity presents unique issues and characteristics. Therefore, our approach involves understanding our customer's operational goals and financial objectives. Should you feel another financing structure is required, Motorola Customer Financing would welcome the opportunity to work with you.

Transaction Type: Municipal Lease-Purchase Agreement / Tax Exempt Financing

Lessor: Motorola Solutions, Inc. (or its Assignee)

Lessee: City of Newark, CA

Amount: \$585,766.21

Down Payment: \$0.00

Balance to Finance: \$585,766.21

Equipment: As per the Motorola Solutions equipment proposal.

Title, Insurance, & Maintenance: Title to the equipment will vest with the Lessee, and the Lessee will be responsible to insure & maintain the equipment as outlined in the lease contract.

Taxes: Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	<u>Option One</u>	<u>Option Two</u>	<u>Option Three</u>
Lease Term:	Three Years	Five Years	Seven Years
Payment Frequency:	Annual	Annual	Annual
Lease Rate:	4.49%	4.57%	4.67%
Lease Factor:	0.363705	0.228236	0.170759
Lease Payment:	\$213,045.96	\$133,693.03	\$100,024.70
Payment Structure:	Arrears	Arrears	Arrears
Payment Commencement:	First payment due one year after contract execution.	First payment due one year after contract execution.	First payment due one year after contract execution.

Please be advised the rates and payment streams above are valid for lease purchase contracts executed and returned NO LATER than: 9/28/2018

Program Highlights: Low, tax exempt financing interest rates... the cheapest & easiest way for State & Locals to raise cash.

Eliminate miscellaneous financing costs associated with bonding... NO special counsel fees, underwriter's fees, origination costs, or reserve fund requirements. Every dollar you borrow gets allocated towards your project.

No pre-payment penalties provided payment is made on a regularly scheduled lease payment date.

Lease Payments are subject to annual appropriation, so the Lessee DOES NOT pledge its full faith and credit.

Future equipment upgrades can easily be accommodated via add-on lease schedules, restructuring already existing deals, etc.

Qualifications: Receipt of a properly executed documentation package.

The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last 2 year's audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final credit approval.

For questions concerning this quote, please contact: Hannah Cliff  
Motorola Solutions Credit Company LLC  
847-260-7133  
hannah.cliff@motorolasolutions.com

## EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24423

**LESSEE:**

City of Newark  
37101 Newark Blvd.  
Newark, CA 94560

**LESSOR:**

Motorola Solutions, Inc.  
500 W. Monroe  
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

**1. TERM.** This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

**2. RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

**3. DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

**4. REPRESENTATIONS AND WARRANTIES.** Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER,

AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

**5. NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

**6. LESSEE CERTIFICATION.** Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

**7. TITLE TO EQUIPMENT; SECURITY INTEREST.** Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

**8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

**9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

**10. LOCATION; INSPECTION.** The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**11. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

**12. RISK OF LOSS; DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss") , Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

**13. INSURANCE.** Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts,

covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

**14. INDEMNIFICATION.** Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

**15. ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

**16. EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.



**17. REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**18. PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

**19. NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

**20. SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**21. GOVERNING LAW.** This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

**22. DELIVERY OF RELATED DOCUMENTS.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

**23. ENTIRE AGREEMENT; WAIVER.** This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

**24. EXECUTION IN COUNTERPARTS.** This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_ day of September, 2018.

**LESSEE:**  
City of Newark

**LESSOR:**  
MOTOROLA SOLUTIONS, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: Authorized Signatory

**CERTIFICATE OF INCUMBENCY**

I, Sheila Harrington do hereby certify that I am the duly elected or  
(Printed Name of Secretary/ Clerk)

appointed and acting Secretary or Clerk of the City of Newark, an entity duly organized and existing under the laws of the State of California that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24423**, between City of Newark and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of City of Newark, hereto this \_\_\_\_ day of September 2018.

By: \_\_\_\_\_  
(Signature of Secretary/Clerk)

SEAL

**OPINION OF COUNSEL**

With respect to that certain Equipment Lease-Purchase Agreement 24423 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

\_\_\_\_\_  
David J. Benoun Esq.  
Attorney for City of Newark

**SCHEDULE A  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A                    24423  
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24423** ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

<b>QUANTITY</b>	<b>DESCRIPTION (Manufacturer, Model, and Serial Nos.)</b>
	Refer to attached Equipment List.
<b>Equipment Location:</b>	

**Initial Term: 60 Months**

**Commencement Date: 9/28/2018**

**First Payment Due Date: 10/1/2019**

**5 annual payments of \$133,693.03** as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Radio Type	TDMA Readiness	Needed number	Cost	AC Radio	
Emergency Consolette	Capable	2	\$541.88	2	x
Mobile- In Vehicle	Capable	21	\$5,689.74	21	x
Portable - hand held	Capable	4	\$1,083.76	4	x
Mobile-Motorcycle	Capable	4	\$1,083.76	4	x
Emergency Consolette	Not Capable	1	\$5,533.14	1	x
Mobile- In Vehicle	Not Capable	38	\$180,236.13	38	x
Portable - hand held	Not Capable	95	\$379,235.81	95	x
Emerg Desk Consolette	Not Capable	1	\$5,117.99	1	x

\$8,399.14

5 Year Lease \$578,522.21

To be Programmed 166

ITD Programming cost \$7,244.00

Total Cost \$585,766.21

**City of Newark Schedule B (Lease #24423)**

Compound Period: Annual

Nominal Annual Rate: 4.556%

**CASH FLOW DATA**

Event	Date	Amount	Number	Period	End Date
1 Loan	9/28/2018	585,766.21	1		
2 Payment	10/1/2019	133,693.03	5	Annual	10/1/2023

**AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year**

Date	Payment	Interest	Principal	Balance
Loan 9/28/2018				585,766.21
1 10/1/2019	133,693.03	26,922.18	106,770.85	478,995.36
2 10/1/2020	133,693.03	21,824.76	111,868.27	367,127.09
3 10/1/2021	133,693.03	16,727.64	116,965.39	250,161.70
4 10/1/2022	133,693.03	11,398.27	122,294.76	127,866.94
5 10/1/2023	133,693.03	5,826.09	127,866.94	0.00
Grand Totals	668,465.15	82,698.94	585,766.21	

INITIAL INSURANCE REQUIREMENT: \$585,766.21

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

**F.2 Authorization for the purchase of replacement vehicle rescue tools for Fire Station No. 27, and declaration of L.N. Curtis & Sons as the single source vendor – from Maintenance Supervisor Connolly. (RESOLUTION)**

**Background/Discussion** - The 2018-2020 Biennial Budget and Capital Improvement Plan includes Equipment Replacement funding in Fiscal Year 2018-2019 in the amount of \$24,500 for the replacement of cutter and spreader vehicle rescue tools for Fire Station No. 27 (Cherry Street). The existing cutter and spreader tools were purchased in early 1990's and have reached the end of their useful lives. Properly functioning tools allow firefighters to provide quick and efficient rescues, including rescues on modern vehicles that are constructed with high strength steel alloys, such as titanium and boron. The Alameda County Fire Department has identified the Hurst S 788E2 eDraulic Cutter Package and the Hurst SP555E2 eDraulic2 28" Spreader Package as the ideal replacement vehicle rescue tools for Fire Station No. 27.

L.N. Curtis & Sons is the exclusive representative for the purchase of Hurst tools in the State of California. In accordance with the City's Purchasing Ordinance and Resolution No. 9816 which revised the Single Source Exemption in the Purchasing Rules and Regulations, formal bidding procedures are not required in the event the City Council makes certain findings and declarations that:

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

The single source exemption is appropriate for this recommended purchase under paragraphs 1., 2., and 3. There is only one vendor (L.N. Curtis & Sons is an exclusive representative in this area) to provide the necessary Hurst cutter and spreader vehicle rescue tools. Since that is the case, it is incongruous, or not appropriate, to require a formal bid since only one bidder could provide a 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; rather it would result in an extraneous use of public funds to lead to the same result.

The City has received a proposal from L. N. Curtis & Sons to purchase the desired replacement cutter and spreader vehicle rescue tools for \$24,035. There is sufficient funding for this purchase in the Fiscal Year 2018-2019 Equipment Replacement fund.

**Attachment**

**Action** – It is recommended that the City Council, by resolution, authorize the purchase of replacement vehicle rescue tools for Fire Station No. 27, and declare L.N. Curtis & Sons as the single source vendor.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AUTHORIZING THE PURCHASE OF  
REPLACEMENT VEHICLE RESCUE TOOLS FOR FIRE  
STATION NO. 27, AND DECLARATION OF L.N. CURTIS &  
SONS AS THE SINGLE SOURCE VENDOR

WHEREAS, the 2018–2020 Biennial Budget and Capital Improvement Plan includes Equipment Replacement funding in Fiscal Year 2018-2019 for in the amount of \$24,500 for the replacement of cutter and spreader vehicle rescue tools for Fire Station No. 27; and

WHEREAS, replacement of the existing cutter and spreader vehicle rescue tools is necessary because the tools have reached the end of their useful lives; and

WHEREAS, properly functioning vehicle rescue tools allow firefighters to provide quick and efficient rescues, including rescues on modern vehicles that are constructed with high strength steel alloys; and

WHEREAS, The Alameda County Fire Department has identified the Hurst S 788E2 eDraulic Cutter Package and the Hurst SP555E2 eDraulic 28” Spreader Package as the ideal replacement vehicle rescue tools for Fire Station No. 27; and

WHEREAS, L.N. Curtis & Sons is the exclusive vendor for the purchase of the desired Hurst cutter and spreader vehicle rescue tools in the State of California; and

WHEREAS, per the City of Newark 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 replacement cutter and spreader vehicle rescue tools for Fire Station No. 27, finds and declares, as set forth below, and as required by Resolution No. 9816 which modified the Single Source Exemption Regulations in Resolution 7053, Purchasing Rules and Regulations, that:

1. Formal bids would work an incongruity and would be unavailing in affecting the final results since there is one vendor to provide suitable replacement vehicle rescue tools and therefore there is no comparable competitive product for which a competitive bid could be provided; and
2. Formal bids would not produce any advantage to the City since, as stated above, a formal bid would produce only a single bid from one vendor for the desired product; or,
3. 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 of the City of Newark authorizes the purchase of replacement vehicle rescue tools for Fire Station No. 27 and declares L.N. Curtis & Sons as the single source vendor.

**F.3 Declaration of certain vehicles and equipment as surplus and authorization for the sale or disposal thereof – from Maintenance Supervisor Connolly.**  
**(RESOLUTION)**

**Background/Discussion** - The City's Vehicle Replacement Policy and Procedures, Administrative Regulation 0208, provides procedures for the disposal of surplus vehicles and equipment that no longer have a useful purpose as part of the City's fleet. The Maintenance Superintendent and Maintenance Supervisor, in consultation with the Public Works Maintenance Division – Equipment Maintenance Section, have evaluated the vehicles and equipment identified on Attachment A and recommend that all items be declared as surplus and disposed of pursuant to the Vehicle Replacement Policy and Procedures. This evaluation was based on individual vehicle/equipment characteristics such as mileage, service hours, age, and/or general condition, among other factors, as well as the needs of each City department. Vehicles and equipment designated as surplus are to be sold at auction through an auction house under an Annual Purchase Agreement with all proceeds to be deposited in the City's Equipment Replacement Fund.

**Attachment**

**Action** - It is recommended that the City Council, by resolution, declare certain vehicles and equipment as surplus and authorization for the sale or disposal thereof.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK DECLARING CERTAIN VEHICLES AND  
EQUIPMENT AS SURPLUS AND AUTHORIZATION FOR  
THE SALE OR DISPOSAL THEREOF

WHEREAS, the City's Vehicle Replacement Policy and Procedures, City Administration Regulation 0208, provides surplus equipment procedures for vehicles and equipment that no longer have a useful purpose as part of the City's fleet; and

WHEREAS, pursuant to City Administration Regulation 0208, the City's Maintenance Superintendent and Maintenance Supervisor, in consultation with the Public Works Maintenance Division – Equipment Maintenance Section, have evaluated certain vehicles and equipment as listed on Attachment A that, based on mileage, services hours, age, and/or general condition and in consideration of the needs of all individual departments, no longer provide value to the City in reserve capacities and should therefore be designated as surplus; and

WHEREAS, vehicles and equipment designated as surplus that no longer have a useful purpose as part of the City's fleet are to be sold at auction through an auction house under an Annual Purchase Agreement with all proceeds to be deposited in the City's Equipment Replacement Fund.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby declares the vehicles and equipment listed on Attachment A as surplus and authorizes the sale or disposal thereof in accordance with the City's Vehicle Replacement Policy and Procedures.

## ATTACHMENT A – SURPLUS VEHICLES AND EQUIPMENT

Vehicle Number	Year	Make	Model	VIN
xS9	2004	Ford	Taurus	1FAFP55S34A125240
xS10	1991	Ford	Taurus	1FACP50U4MG123215
xS134	2003	Dodge	1 Ton Van	2D7KB31Z63K522223
xS1405	2004	Ford	Crown Victoria K-9 Unit	2FAFP71W84X108589
xS145	1999	Ford	Explorer	1GTEG25F0G7520341
xS147	2001	Ford	Expedition	1FMPU16L41LB46388
xS148	2003	Ford	Expedition	1FMPU16L53LC03801
xS1504	2005	Ford	Crown Victoria	2FAFP71W75X140533
xS154	1999	Chevrolet	1 Ton Van	1GCHG35R1X1127416
xS1703	1997	Ford	Crown Victoria	2FALP71W8VX176667
xS1802	2008	Ford	Crown Victoria - K-9 Unit	2FAHP71V58X144471
xS1901	2009	Dodge	Charger	2B3KA43T09H570559
xS1902	2009	Dodge	Charger	2B3KA43T79H570560
xS1903	2009	Dodge	Charger	2B3KA43T69H570565
xS195	1995	GMC	3/4 Ton P.U.	1GTFC24H2SZ559903
xS196	1996	Dodge	Ram 1 Ton P.U.	1B6MC36W5TJ185462
xS197	1999	Dodge	3/4 Ton P.U.	3B7KC26Z5XM563733
xS202	1992	Ford	F800 (Water Truck)	1FDXK84A5NVA04576
xS21	2007	Dodge	Charger	2B3LA43H77H661860
xS23	2007	Pontiac	Grand Prix	2G2WP552271130703
xS263	1984	Toyota	Forklift	4P019195
xS3	2000	Chevrolet	Blazer	1GNDDT13W6Y2229627
xS305	1980	Snowco	Trailer	101307
xS314	1996	Hotsy	Pressure Washer	CNH2HH230596
xS358	1986	Winco Power	Generator	55040F83
xS360	1989	Bomag	Vibra-Roller	101620021305
xS361	1999	Von Arx	Grinder/Scarifier & Truck	665-97-04010
xS363	1999	Von Arx	Grinder Truck	63199-02002
xS369	1998	Graco	Linestriper	BA6803
xS372	1999	Sase	Vacuum - Type 127	n/a
xS389	1975	Ryan	Mataway Thatcher	51981
xS400	2003	John Deere	Mower 72"	TC1435DP21036
xS5	1997	Mercury	Marquis	2MELM74WXVX608415
xS7	2009	Dodge	Avenger	1B3LC46D39N565026
xS808	1985	Homelite	Trash Pump	1G1000042
xS908	1986	Dayton	Post hold digger	67-08H5204
xS913	1985	Danhauser	Auger	62245
xSM22	2003	Harley Davidson	Police Edition	1HD1FHW113Y710725
xSM23	2005	Harley Davidson	Police Edition	1HD1FTW3X5Y623509
xSMT319	1992	Made by hand	Motorcycle trailer	CA650165

**F.4 Approval of plans and specifications, acceptance of bid, and award of contract to Chrisp Company for 2018-2019 Citywide Thermoplastic Street Striping, Project 1222 – from Assistant City Engineer Imai. (MOTION)(RESOLUTION)**

**Background/Discussion** – On August 28, 2018, bids were opened for 2018-2019 Citywide Thermoplastic Street Striping, Project 1222, an on-call project to install thermoplastic striping and markings, and replace missing or damaged pavement markers throughout the City.

Bid results were as follows:

<b>Bidder</b>	<b>Amount</b>
Chrisp Company	\$120,600.00
Engineer’s Estimate	\$178,000.00

The terms of the project specifications allow for the City to increase or decrease the scope of work on an as-needed basis through the remainder of the current fiscal year. Work will be limited to the budgeted amount of \$15,000 annually.

The 2018-2020 Biennial Budget includes sufficient funding for this project in Fiscal Year 2018-2019 using Highway Users Tax funds.

**Attachment**

**Action** - It is recommended that the City Council, by motion, approve the plans and specifications and, by resolution, accept the bid and award the contract to Chrisp Company for 2018-2019 Citywide Thermoplastic Street Striping, Project 1222.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK ACCEPTING THE BID AND AWARDING THE  
CONTRACT TO CHRISP COMPANY FOR 2018-2019  
CITYWIDE THERMOPLASTIC STREET STRIPING,  
PROJECT 1222

BE IT RESOLVED that the City Council of the City of Newark does hereby find that  
Chrisp Company was the lowest responsible bidder for 2018-2019 Citywide Thermoplastic Street  
Striping, Project 1222, in the City of Newark;

BE IT FURTHER RESOLVED that the City Council does hereby accept said bid of said  
company and does hereby authorize the Mayor of the City of Newark to sign an agreement with  
said company for the construction of 2018-2019 Citywide Thermoplastic Street Striping,  
Project 1222, according to the plans, specifications, and terms of said bid.

**F.5 Report on administrative actions during August recess – from City Manager  
Becker. (MOTION)**

**Background/Discussion** – At the April 26, 2018, meeting the City Council adopted Resolution No. 10,777 authorizing the City Manager, or Acting City Manager, to act on certain administrative matters, which should not be deferred until the next regularly scheduled meeting of the City Council. The City Council also directed the City Manager to report to the City Council after the recess on all such actions.

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

**Attachment**



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

**EXHIBIT A**

<b>Date</b>	<b>Subject</b>	<b>Contract Number (if applicable)</b>
8/08/18	Authorization to purchase two (2) Community Development vehicles using an intergovernmental procurement process – Projects 1124 and 1207	
8/13/18	Authorization to purchase one (1) Police Department captain vehicle using an intergovernmental procurement process, Project 1216	
8/13/18	Authorization to purchase three (3) Police Department patrol vehicles using an intergovernmental procurement process, Project 1217	
8/13/18	Authorization to purchase two (2) Public Works Service Center vehicles using an intergovernmental procurement process, Project 1218	
8/14/18	Acceptance of work with Pavement Coatings Company for 2017 Street Slurry Seal Program, Project 1142	
8/14/18	Approval of plans and specifications, acceptance of bid, and award of contract to Pavement Coatings Company for 2018 Street Slurry Seal Program, Project 1180	<b>C18031</b>
8/15/18	Approval of plans and specifications, acceptance of bid, and award of contract to Mechanical Services, LLC for Silliman Aquatic Center – Air Handler No. 1 Replacement, Project 1154, with commissioning by Sysero, Inc.	<b>C18032</b>
8/29/18	Acceptance of work with Chrisp Company for 2016-2018 Citywide Thermoplastic Street Striping, Project 1159	
8/31/18	Authorization to purchase one (1) internal combustion lift truck (forklift) from Toyota Material Handling of Northern California	
8/31/18	Authorization to purchase one (1) replacement Public Works Service Center vehicle from Downtown Ford Dales using an intergovernmental procurement process	





**DATE:** August 8, 2018  
**TO:** John Becker, City Manager  
**VIA:** Soren Fajeau, Public Works Director   
**FROM:** Tonya Connolly, Maintenance Supervisor   
**SUBJECT:** AUTHORIZATION TO PURCHASE TWO (2) COMMUNITY DEVELOPMENT VEHICLES USING AN INTERGOVERNMENTAL PROCUREMENT PROCESS – PROJECTS 1124 AND 1207

The 2018-2020 Biennial Budget and Capital Improvement Plan includes funding in Fiscal Year 2018-2019 in the amount of \$55,000 under Projects 1124 and 1207 for the replacement of two vehicles currently used by the Community Development Department.

Your authorization is requested to participate in an intergovernmental procurement process for the purchase of two (2) new Ford Escapes.

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

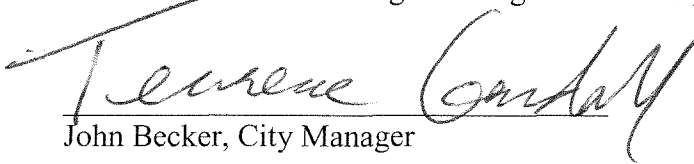
Upon completion of a formal bidding process, the State of California entered into a master contract and a procurement contract with Downtown Ford Sales for the purchase of vehicles. The contracts are in effect through April 30, 2020, and include provisions to allow other agencies to participate.

Based upon the State of California contract with Downtown Ford Sales, the vehicles will cost a total of \$52,000. The cost does not include the outfitting which is estimated at \$600 to be contracted out through the City’s APA vendor.

The competitive process used by the State of California has been reviewed by the Public Works Department and satisfies the City of Newark’s requirements for the proposed vehicle purchase, ensuring the most competitive pricing available. It is recommended that an intergovernmental procurement process be used for the purchase of two (2) Ford Escapes in lieu of the City’s formal bid process in a manner consistent with past practice.

RECOMMENDATION:

Pursuant to Newark Resolution No. 10,777, adopted April 26, 2018, 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 2018, I, John Becker, hereby authorize the purchase of two new vehicles for the Community Development Department, Projects 1124 and 1207, from Downton Ford Sales using an intergovernmental procurement process.

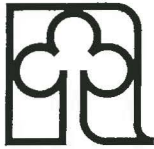
  
John Becker, City Manager

Terrence Grindall, Assistant City Manager

By

8-8-18

Date



**DATE:** August 13, 2018  
**TO:** John Becker, City Manager  
**VIA:** Soren Fajeau, Public Works Director *SF*  
**FROM:** Tonya Connolly, Maintenance Supervisor *A R. TC*  
**SUBJECT:** AUTHORIZATION TO PURCHASE ONE (1) POLICE DEPARTMENT CAPTAIN VEHICLE USING AN INTERGOVERNMENTAL PROCUREMENT PROCESS, PROJECT 1216

The 2018-2020 Biennial Budget and Capital Improvement Plan includes funding in Fiscal Year 2018-2019 in the amount of \$48,000 under Project 1216 for the purchase of one new Police Captain's vehicle for the Police Department. Your authorization is requested to participate in an intergovernmental procurement process for the purchase of a 2019 Ford Interceptor.

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

Upon completion of a formal bidding process, the State of California entered into a master contract and a procurement contract with Folsom Lake Ford for the purchase of certain vehicles, including 2019 Ford Interceptors. The contracts are in effect through June 6, 2020, and include provisions to allow other agencies to participate.

### **Recommendation**

The competitive process used by the State of California has been reviewed by the Public Works Department and satisfies the City of Newark's requirements for the proposed vehicle purchase. Staff recommends that this intergovernmental procurement process be used for the purchase of the one 2019 Ford Interceptor in lieu of the City's formal bid process.

Based upon the State of California contract with Folsom Lake Ford, the Police Captain's vehicle would cost a total of \$52,000. The cost does not include the vehicle outfitting, which is estimated at \$800 to be contracted out through the City's APA vendors. The combined purchase cost and outfitting cost for the vehicle is \$52,800 and exceeds the adopted budget amount by \$4,800. An adjustment to the project budget using Capital Improvement Fund Reserves in the amount of \$4,800 is also recommended.

Pursuant to Newark Resolution No. 10,777, adopted April 26, 2018, 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 2018, I, John Becker, hereby authorize the purchase of one new 2019 Ford Interceptor vehicle from Folsom Lake Ford and amendment of the 2018-2020 Biennial Budget and Capital Improvement Plan for Fiscal Year 2018-2019 as follows:

	<u>Account</u>	<u>Description</u>	<u>Amount</u>
From:	401-0000-2991	Capital Improvement Fund Reserves	\$4,800
To:	401-5600-5280-1216	Police Department Captain Vehicle	\$4,800

Terrence Grindall  
John Becker, City Manager

Terrence Grindall  
By

8-14-18  
Date



**DATE:** August 13, 2018  
**TO:** John Becker, City Manager  
**VIA:** Soren Fajeau, Public Works Director *SF*  
**FROM:** Tonya Connolly, Maintenance Supervisor *AJTC*  
**SUBJECT:** AUTHORIZATION TO PURCHASE THREE (3) POLICE DEPARTMENT PATROL VEHICLES USING AN INTERGOVERNMENTAL PROCUREMENT PROCESS, PROJECT 1217

The 2018-2020 Biennial Budget and Capital Improvement Plan includes funding in Fiscal Year 2018-2019 in the amount of \$180,000 under Project 1217 for the purchase of three (3) new patrol vehicles for the Police Department. Your authorization is requested to participate in an intergovernmental procurement process for the purchase of three (3) 2019 Ford Interceptors.

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

Upon completion of a formal bidding process, the State of California entered into a master contract and a procurement contract with Folsom Lake Ford for the purchase of certain vehicles, including 2019 Ford Interceptors. The contracts are in effect through June 6, 2020, and include provisions to allow other agencies to participate.

**Recommendation**


The competitive process used by the State of California has been reviewed by the Public Works Department and satisfies the City of Newark’s requirements for the proposed vehicle purchase. Staff recommends that this intergovernmental procurement process be used for the purchase of the three 2019 Ford Interceptors in lieu of the City’s formal bid process.


Based upon the State of California contract with Folsom Lake Ford, the three new patrol vehicles would cost a total of \$138,000. The cost does not include the vehicle outfitting, which is estimated at \$54,000 for all three vehicles and would be contracted out through our APA vendors consistent with past practice. The combined purchase cost and outfitting cost for all the three vehicles is \$192,000 and exceeds the adopted budget amount by \$12,000. An adjustment to the project budget using Capital Improvement Fund Reserves in the amount of \$12,000 is therefore also recommended.

Pursuant to Newark Resolution No. 10,777, adopted April 26, 2018, 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 2018, I, John Becker, hereby authorize the purchase of three new 2019 Ford Interceptor vehicles from Folsom Lake Ford and amendment of the 2018-2020 Biennial Budget and Capital Improvement Plan for Fiscal Year 2018-2019 as follows:

	<u>Account</u>	<u>Description</u>	<u>Amount</u>
From:	401-0000-2991	Capital Improvement Fund Reserves	\$12,000
To:	401-5600-5280-1217	Police Department – Patrol Vehicles (3)	\$12,000

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

  
\_\_\_\_\_  
By

  
\_\_\_\_\_  
Date



**DATE:** August 13, 2018

**TO:** John Becker, City Manager

**VIA:** Soren Fajeau, Public Works Director *SF*

**FROM:** Tonya Connolly, Maintenance Supervisor *T.C.*

**SUBJECT:** AUTHORIZATION TO PURCHASE TWO (2) PUBLIC WORKS SERVICE CENTER VEHICLES USING AN INTERGOVERNMENTAL PROCUREMENT PROCESS, PROJECT 1218

The 2018-2020 Biennial Budget and Capital Improvement Plan includes funding in Fiscal Year 2018-2019 in the amount of \$68,000 under Project 1218 for the purchase of two (2) new Service Center vehicles for the Public Works Department. Your authorization is requested to participate in an intergovernmental procurement process for the purchase of one Ford F-150 and one Ford Escape.

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

Upon completion of a formal bidding process, the State of California entered into a master contract and a procurement contract with Downtown Ford Sales for the purchase of vehicles. The contracts are in effect through April 30, 2020, and include provisions to allow other agencies to participate.

Based upon the State of California contract with Downton Ford Sales, the vehicles will cost a total of \$62,000. The cost does not include the outfitting which is estimated at \$4,000 for both vehicles and would be contracted out through the City’s APA vendor in a manner consistent with past practice.

**Recommendation**

The competitive process used by the State of California has been reviewed by the Public Works Department and satisfies the City of Newark’s requirements for the proposed vehicle purchases. Staff recommends that this intergovernmental procurement process be used for the purchase of one Ford F-150 and one Ford Escape in lieu of the City’s formal bid process.

Pursuant to Newark Resolution No. 10,777, adopted April 26, 2018, 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 2018, I, John Becker, hereby authorize the purchase of two new vehicles from Downton Ford Sales.

Terrence Grindall  
John Becker, City Manager

Terrence Grindall  
By

8-14-18  
Date





**DATE:** August 14, 2018

**TO:** John Becker, City Manager

**VIA:** Soren Fajeau, Public Works Director (ext. 4286) *SF*  
*JAM* Jayson Imai, Assistant City Engineer (ext. 4671)

**FROM:** Trang Tran, Senior Civil Engineer (ext. 4298) *TZ*

**SUBJECT:** ACCEPTANCE OF WORK WITH PAVEMENT COATINGS COMPANY FOR 2017 STREET SLURRY SEAL PROGRAM, PROJECT 1142

On July 13, 2017, the City of Newark awarded a contract to Pavement Coatings Company for 2017 Street Slurry Seal Program, Project 1142. This project provided an application of sand, aggregate and asphalt emulsion mixture, and pavement re-striping on various City streets.

This project was completed on time and within the original budget using a combination of Alameda County Measure B/BB Sales Tax funds, Vehicle Registration Fee funds, and the Traffic Congestion Relief Fund.

**Recommendation**

It is recommended that the City Manager accept the work with Pavement Coatings Company for 2017 Street Slurry Seal Program, Project 1142.

Pursuant to Newark Resolution No. 10,777, adopted April 26, 2018, 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 2018, I, John Becker, hereby accept the work with Pavement Coatings Company for the 2017 Street Slurry Seal Program, Project 1142.

*Terrence Grinda III*  
 \_\_\_\_\_  
 John Becker, City Manager

By *Terrence Grinda III*  
 \_\_\_\_\_

Date *8-14-18*  
 \_\_\_\_\_



**DATE:** August 14, 2018

**TO:** John Becker, City Manager

**VIA:** Soren Fajeau, Public Works Director (ext. 4286) *AF*  
 Jayson Imai, Assistant City Engineer (ext. 4671) *JAI*

**FROM:** Trang Tran, Senior Civil Engineer (ext. 4298) *TT*

**SUBJECT:** APPROVAL OF PLANS AND SPECIFICATIONS, ACCEPTANCE OF BID, AND AWARD OF CONTRACT TO PAVEMENT COATINGS COMPANY FOR 2018 STREET SLURRY SEAL PROGRAM, PROJECT 1180

The scope of work of the annual Street Slurry Seal Program includes the application of a sand, aggregate and asphalt emulsion mixture, and pavement re-striping on various City streets. Preventative street maintenance treatments such as slurry seals extend the useful life of roadway pavement at a relatively low cost.

The streets on the 2018 Street Slurry Seal Program include: Chapman Drive, Gateway Boulevard, Hebrides Court, Lundy Drive, Magnolia Street from Dairy Avenue to Thornton Avenue, Mayhews Landing Road from Cherry Street to UPRR, Mulberry Street from Dairy Avenue to Thornton Avenue, Oak Street from Snow Avenue to south end, Olive Street from Dairy Avenue to Thornton Avenue, and Orkney Court.

For the 2018 Street Slurry Seal Program, an additive alternate bid item to substitute black-colored aggregate for the more typical of grey aggregate in the slurry seal mixture was included. Use of black-colored aggregate allows the slurry seal to maintain a darker appearance for a longer period of time and produces a better contrast and visibility of pavement striping and markings on the roadways. As stated in the project Specifications, determination of the low monetary bidder was based on the Total Base Bid without considering alternate bid totals.

Bids for the project were opened on August 7, 2018 with the following results:

Bidder	Total Base Bid	Total with Alternate Bid
Pavement Coatings Company	\$ 229,755.00	\$ 239,029.61
Bond Blacktop, Inc.	239,563.44	244,473.53
American Asphalt Repair and Resurfacing Company, Inc.	250,305.75	261,217.05
Telfer Highway Technologies	260,070.35	287,348.60
VSS International, Inc.	273,000.00	294,822.60
Intermountain Slurry Seal, Inc.	289,178.48	308,817.82
Engineer's Estimate	\$ 265,000.00	\$ 281,000.00

The low monetary bidder, Pavement Coatings Company, is experienced in this type of project and is a responsible contractor. Based on the bid submitted by Pavement Coatings Company, staff recommends that Alternate Bid Item No. 1 – Black Aggregate Slurry Seal Mixture be added to the construction contract.

The 2016-2018 and 2018-2020 Biennial Budgets include sufficient funding for this project in Fiscal Years 2017-2018 and 2018-2019 through a combination of Alameda County Measure B/BB Sales Tax funds, Vehicle Registration Fee funds, SB1 Road Maintenance and Rehabilitation Account funds, and Highway Users Tax.

**Recommendation**

It is recommended the City Manager approve the plans and specifications, accept the bid, and award the contract to Pavement Coatings Company for 2018 Street Slurry Seal Program, Project 1180 for the Total Base Bid plus Alternate Bid Item No. 1.

Pursuant to Newark Resolution No. 10,777, adopted April 26, 2018, 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 2018, I, John Becker, hereby approve the plans and specifications, accept the bid, and award the contract (base bid with additive alternate bid no. 1) to Pavement Coatings Company for the 2018 Street Slurry Seal Program, Project 1180.

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

By   
\_\_\_\_\_

Date 8-14-18

**AGREEMENT (Public Works Contract)**

THIS AGREEMENT, made and entered into this 25 day, of August, 2018, and between the CITY OF NEWARK, a municipal corporation and the General Law Class, State of California, hereinafter called the "CITY" and PAVEMENT COATINGS COMPANY, a California Corporation, hereinafter called the "CONTRACTOR":

WITNESSETH:

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

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

**2018 STREET SLURRY SEAL PROGRAM, PROJECT 1180**

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

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

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

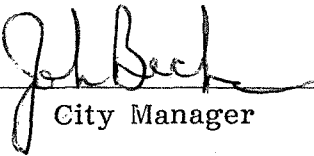
8. The City will pay the Contractor in current funds for the performance of the Contract on the basis of the completed work done at such time as are stated in the Specifications, and will otherwise fulfill its obligations thereunder.
9. All time limits stated in the Contract Documents are of the essence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

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

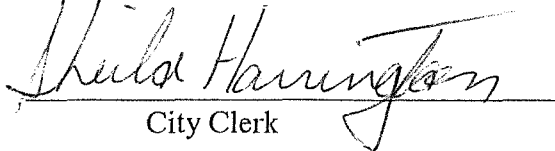
Approval of the insurance contracts does not relieve the Contractor or subcontractors from liability under this paragraph, including but not limited to the duty to indemnify City set forth herein. By execution of this Contract Contractor acknowledges and agrees that it has read and understands the provisions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

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

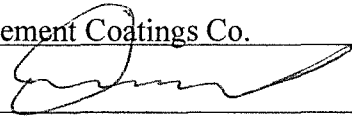
CITY OF NEWARK  
a Municipal Corporation

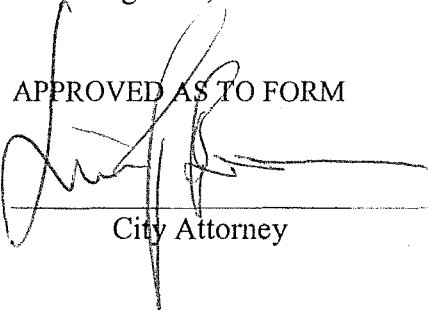
By  \_\_\_\_\_  
City Manager

ATTEST:

 \_\_\_\_\_  
City Clerk

FOR THE CONTRACTOR:

\_\_\_\_\_  
Pavement Coatings Co.  
By  \_\_\_\_\_  
Doug Ford, President

APPROVED AS TO FORM  
 \_\_\_\_\_  
City Attorney

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**



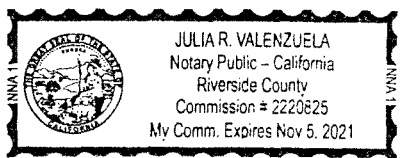
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Riverside )  
On August 23rd, 2018 before me, Julia R. Valenzuela, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Doug Ford  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature *Julia R. Valenzuela*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



**DATE:** August 15, 2018

**TO:** John Becker, City Manager

**VIA:** Soren Fajeau, Public Works Director *SF*

**FROM:** Tonya Connolly, Maintenance Supervisor *SJ for TC*

**SUBJECT:** APPROVAL OF PLANS AND SPECIFICATIONS, ACCEPTANCE OF BID, AND AWARD OF CONTRACT TO MECHANICAL SERVICES LLC FOR SILLIMAN AQUATIC CENTER – AIR HANDLER NO. 1 REPLACEMENT, PROJECT 1154, WITH COMMISSIONING BY SYSERCO, INC.

The 2018-2020 Biennial Budget and Capital Improvement Plan for Fiscal Year 2018-2019 includes funding for Silliman Activity Center – Air Handler No. 1, Project 1154. The project scope includes the replacement of one of the roof-mounted air handler units at the Phase II portion of the Silliman Activity and Family Aquatic Center. The unit is currently fourteen years old, has sustained significant interior damage, and has reached the end of its recommended life cycle. The unit will require approximately three months to build and staff estimates that installation will occur between the months of February and March 2019, weather permitting.

Bids for the project were opened on Wednesday, August 8, 2018 with the following results:

<b>Bidder</b>	<b>Amount</b>
Mechanical Services LLC	\$229,270
ACCO Engineered Systems	\$239,074
Bayside Heating and Air Conditioning, Inc.	\$255,055
Environmental Systems, Inc. of Northern CA	\$307,391
Engineer’s Estimate	\$250,000

Staff recommends that this project be awarded to the lowest responsible bidder, Mechanical Services LLC.

It is further recommended that commissioning of the Air Handler No.1 unit to the building’s energy management software, Alerton DDC Control System, be conducted by Syserco, Inc., the City’s sole source vendor for these services, at a cost not to exceed \$25,319. Commissioning involves comprehensive testing and evaluation of the new mechanical system along with programming integration with the existing building control system to ensure peak performance. The 2018-2020 Biennial Budget and Capital Improvement Plan for Fiscal Year 2018-2019 includes sufficient funding for the full scope of work.



**Recommendation**

It is recommended that the City Manager approve the plans and specifications and accept the bid and award the contract to Mechanical Services LLC for Silliman Aquatic Center – Air Handler No.1 Replacement, Project 1154, with commissioning by Syserco, Inc.

Pursuant to Newark Resolution No. 10,777, adopted April 26, 2018, 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 2018, I, John Becker, hereby approve the plans and specifications, and accept the bid and award the contract to Mechanical Services LLC for Silliman Aquatic Center – Air Handler No. 1 Replacement, Project 1154, with commissioning by Syserco, Inc.

Terrence Grindall  
John Becker, City Manager

Terrence Grindall  
By

8-16-18  
Date

**CONTRACTUAL EQUIPMENT AND SERVICES AGREEMENT**  
**SILLIMAN FAMILY AQUATIC CENTER AIR HANDLER No. 1 REPLACEMENT –**  
**PROJECT 1154**

This Service Agreement (hereinafter “Agreement”) is made and entered into this <sup>31st</sup> day of ~~August~~, 2018 by and between the CITY OF NEWARK, a municipal corporation (“City”), and MECHANICAL SERVICES LLC, a Limited Liability Company (“Consultant”), collectively the “Parties”.

**WITNESSETH:**

**WHEREAS**, City requested proposals to provide INNOVENT AIR HANDLER (“Equipment”) and services (“Services”) to City as described in Exhibit “A”, attached hereto and incorporated herein.

**WHEREAS**, in response to City’s request, Consultant submitted a proposal and, after negotiations, Consultant agreed to provide Equipment and perform the services more particularly described in Exhibit “A”, in return for the compensation described in this Agreement and Exhibit “B”.

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

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

**1. CONSULTANT’S SERVICES.** Consultant shall provide Equipment and perform the 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 provision of Software and 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 the 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 Equipment and Services provided and performed by Consultant hereunder in an amount based upon Consultant’s hourly or other rates set forth in Exhibit “B”. The payments specified in Exhibit “B” shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of Two hundred-twenty nine thousand two hundred-and sixty nine dollars and 79/100 Dollars (\$229,269.79) unless the performance of Services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such Services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

**B. Payment Schedule.** In consideration for the Software and Services to be provided by Consultant under this Agreement, the City agrees to pay Consultant the Total Contract Amount (“Contract Amount”) given in Exhibit “B” according to the following schedule (“Payment Schedule”):

<u>Milestone</u>	<u>Amount of Payment</u>
Arrival of Innovent Unit	\$185,625.94
Completion of Project	\$43,643.85

**C. Method of Billing.** Consultant shall submit all billings for said services to City in the manner specified in Exhibit “B”; or, if no manner is specified in Exhibit “B”, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

Invoices shall be sent to:

City of Newark  
Attn: Finance Department  
37101 Newark Boulevard  
Newark, CA 94560

**D. Payment.** Upon receipt of an invoice, City shall verify that the invoice has been properly prepared and that the conditions of payment have been fulfilled. If the payment conditions have been fulfilled, the invoice shall be processed and paid by City within thirty (30) days after City’s receipt thereof.

**E. 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 the Services described in Exhibit "A", 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 accomplished 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 "C". Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or subconsultants identified in Exhibit "C", without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

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. **EQUIPMENT.** Consultant shall, at its sole cost and expense, furnish all 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. **CONFIDENTIAL INFORMATION.** "Confidential Information" means any and all confidential information of a party to this Agreement that is not generally known to or by members of the public, including but not limited to businesses that compete with such a party, including but not limited to the Software and the Documentation pertaining thereto. Confidential Information shall not include information that is now or becomes part of the public domain, is required by applicable law to be disclosed, was already known by the receiving party at the time of disclosure, is independently developed by the receiving party without any use of the Confidential Information, or is lawfully obtained from a third party.

To the extent authorized by law, each party agrees to protect the other party's Confidential Information. Confidential Information will not be used or disclosed except as authorized by the providing party. Confidential Information will be disclosed to employees of the receiving party only on a "need to know" basis and only after such employees are informed of the confidential nature of the information and obligated to maintain confidentiality.

If a party or any party acting on its behalf is required to disclose by order of a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons, or other legal process, or by law, rule, or regulation, or by applicable regulatory or professional standards to produce Confidential Information, that party shall promptly (and prior to such disclosure) notify the other party in writing of such demand or requirement whereupon the parties shall cooperate and take all reasonable acts (without significant cost or expense to the notifying party) to exhaust the legal avenues available to maintain the confidentiality of such

Confidential Information, unless the party whose Confidential Information is at issue consents to the production and disclosure of such Confidential Information. In all events, only that portion of the Confidential Information specifically requested by the tribunal or person compelling such disclosure shall be provided and not interpretation or analysis of such data prepared for the purpose of such disclosure shall be disclosed unless approved by the party whose Confidential Information is at issue or required by law.

**10. 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.

**11. 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.

**12. 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.

**13. 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, subcontractors, 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 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 any auto, (Code 1) or Code 8 (hired) and 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.

**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 any Insurance policy or proceeds available to the named Insured; whichever is greater.

Consultant shall maintain limits no less than:

- |   |  |
|---|--|
| 1. General Liability:<br>(including products and completed operations, property damage, bodily injury and personal and advertising injury.) | <b>\$2,000,000</b> 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. |
| 2. Automobile Liability:  | <b>\$1,000,000</b> per accident for bodily injury and property damage.   |
| 3. Employer's Liability:  | <b>\$1,000,000</b> per accident for bodily injury or disease.  |
| 4. Errors and Omissions Liability:  | <b>\$1,000,000</b> 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 16 shall include a "wasting" policy limit (ie. limit that is eroded by the cost of defense).

**G. Remedies.**

In addition to 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 commercial 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 to 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 Retention (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 insured 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, agents, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 16 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 interest are otherwise fully protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

**14. 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 herein below) 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 and whether any City property was involved.

**15. INDEMNIFICATION/SAVE HARMLESS**. To the fullest extent permitted by law, Consultant shall: (1) immediately defend, and (2) indemnify City, and 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 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 the 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.

**16. 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.

**17. 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 21 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.

**18. CONTRACT ADMINISTRATION.** This Agreement shall be administered by **TONYA CONNOLLY** of the City of Newark (“Administrator”). All correspondence shall be directed to or through the Administrator or his/her designee.

**19. 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:

Mechanical Services, LLC

**CITY OF NEWARK**

\_\_\_\_\_  
**Consultant**

\_\_\_\_\_  
**TONYA CONNOLLY**  
**Administrator**

Address: Mechanical Services LLC  
2021 Las Positas Court  
Livermore, CA 94551  
\_\_\_\_\_

City of Newark  
\_\_\_\_\_  
37101 Newark Boulevard  
Newark, CA 94560

**20. 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.

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

**22. 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.

**23. 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.

**24. 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.

**25. 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.

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

27. **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.

28. **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.

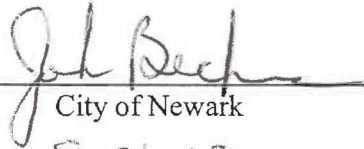
29. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City. This Agreement shall inure to the benefit of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

30. **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

Mechanical Services LLC  
a limited liability corporation

By   
City of Newark

By   
Consultant

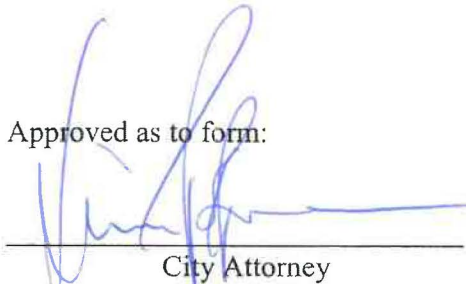
Date 8-31-18

Date 9/5/2018

Jeff Toulze, Managing Member  
Printed Name

Attest:  
  
City Clerk

Date 8/31/2018

Approved as to form:  
  
City Attorney

Date 9-5-18

**EXHIBIT A**

***SCOPE OF SERVICES***

Installation of Innovent Air Handler for Silliman Phase II; project includes seismic review, air balancing, replacement of return and supply ducting, disposal of old unit, crane rental and operator.

**EXHIBIT B**

***PAYMENT***

Upon arrival of Innovent Air Handler - \$185,625.94

30 days after completion of project - \$43,643.85



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

Mechanical Systems LLC was a responsive and lowest bidder to our Invitation to Bid for the Silliman Family Aquatic Center Air handler No. 1 Replacement – Project 1154.

Mechanical Systems LLC is a responsible company that has completed several projects at other municipalities of like size and larger. Mechanical Systems LLC has both C-4 and C-20 licenses.



**DATE:** August 29, 2018

**TO:** John Becker, City Manager

**VIA:** Soren Fajeau, Public Works Director (ext. 4286) *SF*  
Jayson Imai, Assistant City Engineer (ext. 4671) *JM*

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

**SUBJECT:** ACCEPTANCE OF WORK WITH CHRISP COMPANY FOR 2016-2018 CITYWIDE THERMOPLASTIC STREET STRIPING, PROJECT 1159

On August 8, 2016, the Public Works Director, as authorized under the original project specifications, signed a third and final contract renewal with Chrisp Company for 2016-2018 Citywide Thermoplastic Street Striping, Project 1159. This project installed thermoplastic striping and markings, and replaced missing or damaged pavement markers throughout the City. All the work is now complete.

**Recommendation**

It is recommended that the City Manager accept the work with Chrisp Company for 2016-2018 Citywide Thermoplastic Street Striping, Project 1159.

Pursuant to Newark Resolution No. 10,777, adopted April 26, 2018, 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 2018, I, John Becker, hereby accept the work with Chrisp Company for 2016-2018 Citywide Thermoplastic Street Striping, Project 1159.

John Becker, City Manager

By John Becker

Date 8-29-18



**DATE:** August 31, 2018

**TO:** John Becker, City Manager

**VIA:** Soren Fajeau, Public Works Director *SF*

**FROM:** Tonya Connolly, Maintenance Supervisor *A JTC*

**SUBJECT:** AUTHORIZATION TO PURCHASE ONE (1) INTERNAL COMBUSTION LIFT TRUCK (FORKLIFT) FROM TOYOTA MATERIAL HANDLING OF NORTHERN CALIFORNIA

The 2018-2020 Biennial Budget and Capital Improvement Plan includes Equipment Replacement funding in Fiscal Year 2018-2019 in the amount of \$34,000 for the replacement of one (1) internal combustion lift truck (forklift) used by the Maintenance Division Service Center of the Public Works Department. The existing forklift is 34 years old and is no longer certified to be driven in the United States. The forklift is an essential tool that is utilized regularly to unload and transport deliveries up to 6,000 pounds in weight.

In response to a formal request for bids, the Public Works Department received one responsive bid in the amount of \$33,682.28 from Toyota Material Handling of Northern California for the procurement of a new forklift that meets the City's required specifications.

**Recommendation**

It is recommended that the City Manager authorize the purchase of one (1) internal combustion lift truck (forklift) from Toyota Material Handling of Northern California.

Pursuant to Newark Resolution No. 10,777, adopted April 26, 2018, 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 2018, I, John Becker, hereby authorize the purchase of one (1) internal combustion lift truck (forklift) in the amount of \$33,628.28 from Toyota Material Handling of Northern California.

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

*John Becker*  
 \_\_\_\_\_  
 By

*8-31-18*  
 \_\_\_\_\_  
 Date



**DATE:** August 31, 2018

**TO:** John Becker, City Manager

**VIA:** Soren Fajeau, Public Works Director *SF*

**FROM:** Tonya Connolly, Maintenance Supervisor *T.C.*

**SUBJECT:** AUTHORIZATION TO PURCHASE ONE (1) REPLACEMENT PUBLIC WORKS SERVICE CENTER VEHICLE FROM DOWNTOWN FORD SALES USING AN INTERGOVERNMENTAL PROCUREMENT PROCESS

The 2018-2020 Biennial Budget and Capital Improvement Plan includes Equipment Replacement funding in Fiscal Year 2018-2019 in the amount of \$55,000 for the replacement of one (1) vehicle currently used by the Maintenance Division Service Center of the Public Works Department. Vehicle 164, a 1996 Dodge Ram modified one-ton dump truck is approximately 22 years old, has reached the end of its useful life, and lacks desired towing capacity for its day-to-day use. Your authorization is requested to participate in an intergovernmental procurement process for the purchase of one (1) Ford F-450 Regular Cab Diesel as a replacement vehicle.

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

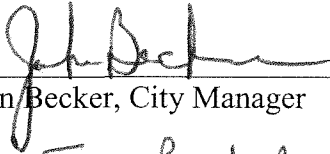
Upon completion of a formal bidding process, the State of California entered into a master contract and a procurement contract with Downtown Ford Sales for the purchase of vehicles. The contracts are in effect through April 30, 2020, and include provisions to allow other agencies to participate.

Based upon the State of California contract with Downtown Ford Sales, this vehicle will cost a total of \$55,000. The cost does not include the outfitting which is estimated at \$5,000 to be contracted out through the City’s APA vendor(s).

**Recommendation**

The competitive process used by the State of California has been reviewed by the Public Works Department and satisfies the City of Newark’s requirements for the proposed vehicle purchase, ensuring the most competitive pricing available. It is recommended that an intergovernmental procurement process be used for the purchase of one (1) Ford F-450 in the amount of \$55,000 in lieu of the City’s formal bid process and that outfitting be contracted through the City’s APA vendor(s) in a manner consistent with past practice.

Pursuant to Newark Resolution No. 10,777, adopted April 26, 2018, 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 2018, I, John Becker, hereby authorize the purchase of one new vehicle, a Ford F-450, from Downton Ford Sales in the amount of \$55,000 with outfitting contracted through the City's APA vendor(s).



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



By

8-31-18

\_\_\_\_\_  
Date

**F.6 Second reading and adoption of an ordinance establishing a Planned Development Overlay District at 37093 Locust Street – from Associate Planner Mangalam. (ORDINANCE)**

**Background/Discussion** – On July 26, 2018, the City Council approved a Planned Development Plan to allow construction of a 6-unit apartment project located at 37093 Locust Street (APN 92-125-10). As part of that approval, the City Council introduced an ordinance establishing a Planned Development Overlay District.

**Attachments**

**Action** – It is recommended that the City Council, by ordinance, establish a Planned Development Overlay District at 37093 Locust Street (APN 92-125-10).

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
NEWARK ESTABLISHING A PLANNED DEVELOPMENT  
OVERLAY DISTRICT AT 37093 LOCUST STREET (APN: 92-  
125-10)

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

Section 1: Pursuant to Section 17.39.070 of Title 17 (Zoning) of the City of Newark Municipal Code, the City Council of the City of Newark does hereby find that the zoning map amendment embodied in this ordinance is consistent with the General Plan; is necessary and desirable to achieve the purposes of Title 17 (Zoning) of the Newark Municipal Code, which seeks to establish a Planned Development Overlay District on the subject property.

Section 2: The City Council of the City of Newark does hereby find and declare that the zoning map amendment embodied in this ordinance is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which provides that where it can be seen with certainty that there is no possibility that the activity in question may have a significant impact on the environment, the activity is not subject to CEQA.

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

**F.7 Approval of Final Conceptual Master Plan for Sportsfield Park Synthetic Turf Fields, Project 1192 - from Assistant City Engineer Imai. (RESOLUTION)**

**Background/Discussion** – The Citywide Parks Master Plan, adopted by the City Council in June 2017, identified the replacement of nearly six acres of grass turf currently utilized as sports fields at the eastern end of Sportsfield Park with all-weather fields constructed from synthetic grass-like material as a high priority project. In June 2018, the City Council approved a Contractual Services Agreement with Verde Design, Inc. for professional design services for the Sportsfield Park Synthetic Turf Fields (Synthetic Turf Fields).

A Preliminary Conceptual Master Plan for the Synthetic Turf Fields was presented at a Community Workshop on August 14, 2018. Residents and members of local sports organizations were given the opportunity to express their opinions and provide feedback on the layout reflected in the preliminary plan.

A significant amount of time at the Community Workshop was spent discussing the different types of synthetic turf available. There are three basic types of synthetic turf infill that are used with synthetic turf fields: Rubber, Plastic, and Natural/Organic. Each type of infill has a number of available products that have their own unique characteristics, offering a variety of solutions to synthetic turf fields and play surfaces. The benefits and disadvantages of the various synthetic turf infill materials are summarized in the table below:

INFILL TYPE	UP-FRONT COST	MAINTENANCE	POTENTIAL BENEFITS & CONCERNS
RUBBER	Higher up-front costs	Lower level of maintenance	<ul style="list-style-type: none"> <li>+ Lower maintenance costs</li> <li>+ Does not require irrigation</li> <li>- Hotter surface temperatures</li> <li>- Limited availability</li> </ul>
PLASTIC	Higher up-front costs	Lower level of maintenance	<ul style="list-style-type: none"> <li>+ Lower maintenance costs</li> <li>+ Does not require irrigation</li> <li>- Material breaks down over time</li> <li>- Different grades of material can cause durability issues</li> </ul>
NATURAL/ORGANIC	Lower up-front costs	Higher level of maintenance	<ul style="list-style-type: none"> <li>+ Cooler surface temperatures</li> <li>+ Looks like natural soil</li> <li>- Some types of natural material (coconut fiber) requires regular irrigation</li> <li>- Higher maintenance costs</li> </ul>



Based on feedback received from the attendees of the Community Workshop and further discussions with the City's design consultant, staff recommends the use of a cork infill, which is a type of natural/organic infill material used with synthetic turf fields. Unlike other organic infill such as coconut fiber, cork infill typically does not require irrigation. Cork infill also produces a cooler surface temperature of the synthetic turf, which was strongly supported by those in attendance at the Community Workshop.

Based on the input received during the Community Workshop and further discussions with staff, Verde Design developed a Final Conceptual Master Plan for the Sportsfield Park Synthetic Turf Fields for City Council review and approval. The Conceptual Master Plan includes two full-size (120 yards x 73 yards) soccer fields, an eight-foot tall perimeter fence, and practice backstops for softball or baseball. As illustrated on the Conceptual Master Plan, there will also be the option to provide field striping for up to four smaller soccer fields, lacrosse, and a cricket pitch. The layout also allows for the potential future construction of a full baseball backstop, dugouts and bullpens.

Based on the layout and features reflected in the Final Conceptual Master Plan, Verde Design has developed a preliminary cost estimate of \$4,936,000 for construction of the Synthetic Turf Fields. The 2018-2020 Biennial Budget and Capital Improvement Plan includes \$4,791,000 for Phase 2 (Construction) of the Sportsfield Park All-Weather Turf Fields. However, it should be noted that the preliminary cost estimate includes over \$840,000 in contingencies, which is typical for a project of this size during the conceptual design phase. During design development, staff will continue to work with Verde Design to refine the layout and design and resultant estimated cost of the Synthetic Turf Fields.

In addition, in an effort to better keep preliminary costs in line with the project budget, staff has worked with Verde Design to identify various features that could be included as add alternate bid items. These include field lighting, 25-foot tall netting in the area of the soccer goals, additional sports field striping, and perimeter landscape enhancements. The add alternate bid items could be added to the project if the project budget allows based on actual construction bids received.

Development of construction documents for the Turf Fields is anticipated to begin shortly after the Final Conceptual Master Plan is approved. Staff plans to advertise, bid, administer and construct both the Sportsfield Park Synthetic Turf Fields and the Skate Park Project 1193 under a single construction contract and anticipates returning to City Council for the award of contract in early Spring of 2019.

### **Attachments**

**Action** – It is recommended that the City Council, by resolution approve the Final Conceptual Master Plan for the Sportsfield Park Synthetic Turf Fields, Project 1192.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK APPROVING THE FINAL CONCEPTUAL MASTER  
PLAN FOR SPORTSFIELD PARK SYNTHETIC TURF FIELDS,  
PROJECT 1192

WHEREAS, on June 22, 2017, the City Council approved the City's first Citywide Parks Master Plan with Resolution No. 10,670; and

WHEREAS, the Citywide Parks Master Plan identifies the replacement of grass turf currently utilized as sports fields at Sportsfield Park with all-weather fields constructed from synthetic grass-like material as a high priority project; and

WHEREAS, a Community Workshop was held on Tuesday, August 14, 2018 to present a preliminary design for the synthetic turf fields and solicit input from the public; and

WHEREAS, based on the positive response and feedback received, a Final Conceptual Master Plan for the Sportsfield Park Synthetic Turf Fields has been developed which identifies the layout and various features that will be included.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby approve the Final Conceptual Master Plan for the Sportsfield Park Synthetic Turf Fields, Project 1192.



Draft Conceptual Plan  
 Newark Sportsfield Park  
 City of Newark, CA



August 14, 2018



LANDSCAPE ARCHITECTURE  
 CIVIL ENGINEERING  
 SPORT PLANNING & DESIGN  
 3455 The Alameda, Ste. 200  
 San Jose, CA 95128  
 Tel: 408.985.7200  
 Fax: 408.985.7260  
 www.verdedesign.com

**F.8 Approval of Final Conceptual Master Plan for Newark Skate Park at Sportsfield Park, Project 1193 - from Assistant City Engineer Imai. (RESOLUTION)**

**Background/Discussion** – The Citywide Parks Master Plan, adopted by the City Council in June 2017, identifies the construction of a new skate park at Sportsfield Park as a high priority project. In June 2018, the City Council approved a Contractual Services Agreement with Verde Design, Inc. for professional design services for the Newark Skate Park at Sportsfield Park (Skate Park).

The first of two Community Workshops for the Skate Park took place on July 18, 2018. Residents and members of the local skateboarding community were given the opportunity to share their ideas and preferences on the type of features and elements they would like to see in the new skate park.

Based on the input received during the initial Community Workshop, Verde Design and their skate park design subconsultant, Wormhoudt, Inc. developed a Preliminary Conceptual Master Plan for the Skate Park. The Preliminary Conceptual Master Plan was presented at the second of two Community Workshops held on August 16, 2018. Attendees of the second workshop continued to show their support of the Skate Park and were given the opportunity to express their opinions and provide feedback on the layout and features included in the Preliminary Conceptual Master Plan.

Based on the input received during Community Workshop #2 and further discussions with staff, Verde Design and Wormhoudt, Inc. developed a Final Conceptual Master Plan for the Skate Park for City Council review and approval. The Conceptual Master Plan includes both “street course” and “bowl” elements, a shaded seating area, perimeter landscaping and a low 42-inch high fence around the perimeter. The Citywide Parks Master Plan indicated that the new skate park would be open during standard park hours, dawn to dusk; however, based on input received during both Community Workshops and discussions between staff and the City’s consultants, the decision was made to include the installation of lighting as an alternate bid item. The addition of lighting at the Skate Park would allow it to remain open beyond daylight hours.

Based on the layout and features reflected in the Final Conceptual Master Plan, Verde Design has developed a preliminary cost estimate of \$1,127,000 for construction of the Skate Park. As discussed above, an add alternate bid item for site lighting has been identified which could possibly bring the total cost to \$1,612,000.

The 2018-2020 Biennial Budget and Capital Improvement Plan includes \$1,141,000 for Phase 2 (Construction) of the Skate Park at Sportsfield Park. A recommendation on whether to include the installation of site lighting to the construction contract for the Skate Park will be made based on actual bids received.

Development of construction documents for the Skate Park is anticipated to begin shortly after the Final Conceptual Master Plan is approved. Staff plans to advertise, bid, administer and construct both the Skate Park and Sportsfield Park Synthetic Turf Fields, Project 1192 under a single construction contract and anticipates returning to City Council for the award of contract in early Spring of 2019.

### **Attachments**

**Action** – It is recommended that the City Council, by resolution approve the Final Conceptual Master Plan for the Skate Park at Sportsfield Park, Project 1193.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK APPROVING THE FINAL CONCEPTUAL MASTER  
PLAN FOR NEWARK SKATE PARK AT SPORTSFIELD  
PARK, PROJECT 1193

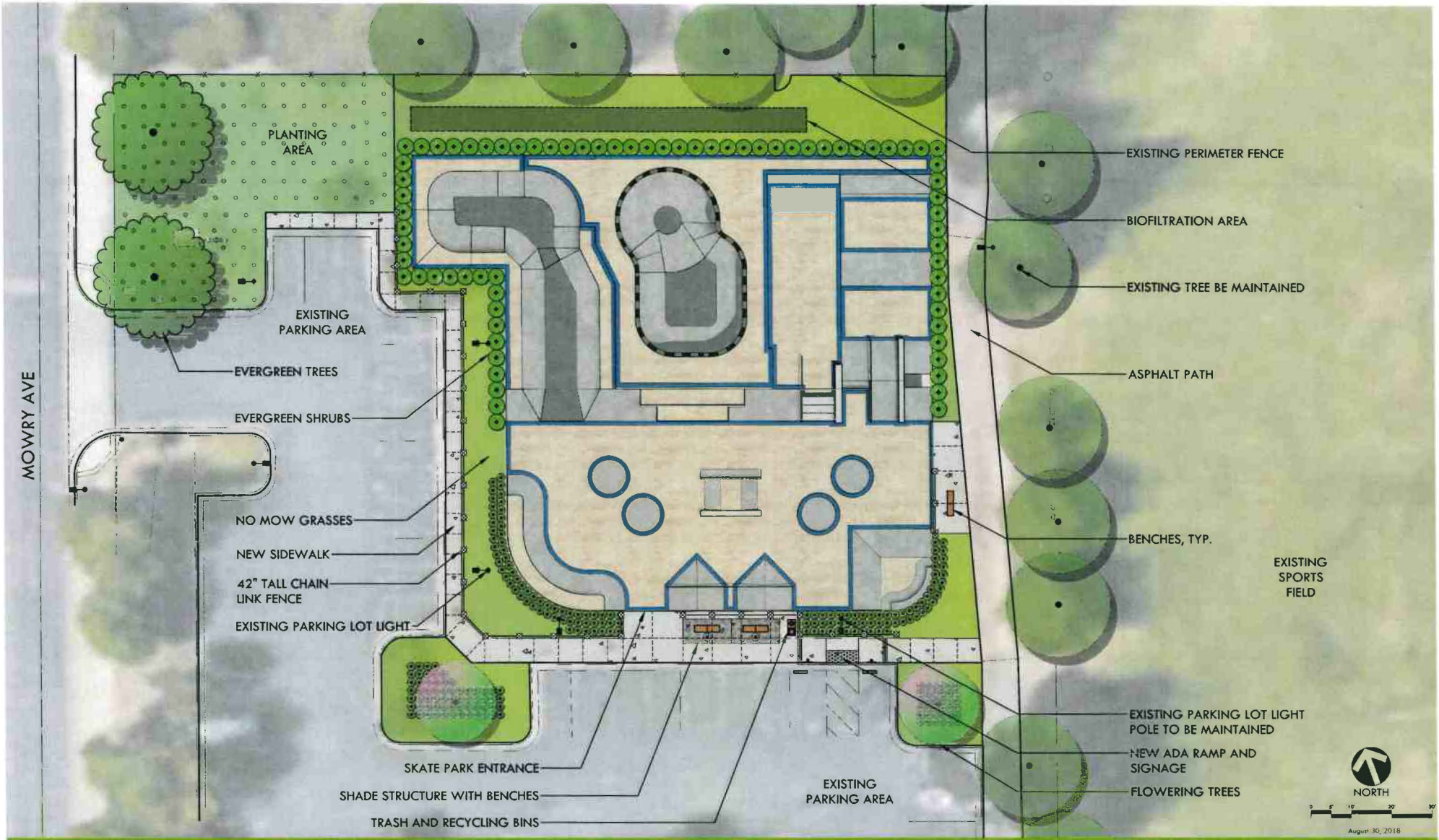
WHEREAS, on June 22, 2017, the City Council approved the City's first Citywide Parks Master Plan with Resolution No. 10,670; and

WHEREAS, the Citywide Parks Master Plan identifies a new skate park at Sportsfield Park as a high priority project; and

WHEREAS, two Community Workshops were held on Wednesday, July 18, 2018 and Thursday, August 16, 2018 to solicit input and present a preliminary design for the skate park to the public; and

WHEREAS, based on the positive response and feedback received, a Final Conceptual Master Plan for the Newark Skate Park at Sportsfield Park has been developed which identifies the layout and various features that will be included.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby approve the Final Conceptual Master Plan for the Newark Skate Park at Sportsfield Park, Project 1193.



**Draft Concept Plan**  
**Skate Park - Newark Sports Center**  
 City of Newark  
 Newark, CA



LANDSCAPE ARCHITECTURE  
 CIVIL ENGINEERING  
 SPORT PLANNING & DESIGN  
 2455 The Alameda, Ste. 200  
 Santa Clara, CA 95050  
 tel: 408.985.7200  
 fax: 408.985.7200  
 www.verdedesigninc.com

**F.9 Introduction of an Ordinance repealing and replacing Chapter 2.09 of the Newark Municipal Code (“City Councilmembers—Salaries”) to increase the salaries of City Councilmembers and Mayor by ten percent (10%) and to increase the health and welfare benefits of City Councilmembers and Mayor to be equivalent with benefits offered to City employees under the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group – from City Manager Becker. (INTRODUCTION OF ORDINANCE)**

**Background/Discussion** – The monthly salary and benefits for the Mayor and City Council are set by City ordinance. The Mayor’s salary is currently set at \$2,479 per month and City Councilmembers salaries are set at \$1,134 per month. Additionally, Councilmembers, excluding the Mayor, may elect to participate in a City-approved health and welfare benefit plan. The City makes a total payment of \$540 towards any such premiums. These salaries and benefits have not changed since December 1, 2007.

At the Newark City Council meeting held on July 12, 2018, City staff presented to the Council a survey of Mayoral and City Councilmember salary and benefits for all cities in Alameda County (excluding Oakland) as well as three additional Bay Area cities comparable in size to Newark. The results found that the combined salary and benefits for Newark’s Mayor and City Councilmembers was significantly lower than the average of the cities that were surveyed.

At that meeting, City staff requested the Council provide direction on whether there should be any adjustment of compensation and benefits for City Councilmembers and the Mayor. After some discussion, the Council directed staff to draft an ordinance that would reflect a ten percent (10%) salary increase and to have Councilmembers and Mayor receive the same level of health and welfare benefits received by City staff.

The Council further directed staff to include in the draft ordinance a section that would require automatic compensation review with each budget cycle, including consideration of a potential salary increase equal to the Consumer Price Index or salary increase awarded to City staff, subject to the five percent (5%) per calendar year increase limitation imposed by State law.

A draft ordinance has been prepared and is attached to this staff report. If enacted, the ordinance would, starting January 1, 2019, increase the salary of Councilmembers from \$1,134 per month to \$1,247 per month. The Mayor’s salary would increase from \$2,479 per month to \$2,727 per month.

Additionally, all members of the Council, including the Mayor, would, starting January 1, 2019, receive the same health and welfare benefits offered by the City under the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group. As of January 1, 2019, the City’s contribution is \$821 per month per participant.

This salary and benefits adjustment, if adopted, would increase the City’s liability to \$25,260 per year.



**Attachment**

**Action** – Staff recommends that the City Council introduce an ordinance repealing and replacing Chapter 2.09 of the Newark Municipal Code (“City Councilmembers—Salaries”) to increase the salaries of City Councilmembers and Mayor by ten percent (10%) and to increase the health and welfare benefits of City Councilmembers and Mayor to be equivalent with benefits offered to City employees under the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK REPEALING AND REPLACING CHAPTER 2.09 (“CITY COUNCILMEMBERS—SALARIES”) OF THE NEWARK MUNICIPAL CODE TO INCREASE THE SALARIES OF CITY COUNCILMEMBERS AND MAYOR BY TEN PERCENT (10%) AND TO INCREASE THE HEALTH AND WELFARE BENEFITS OF CITY COUNCILMEMBERS AND MAYOR TO BE EQUIVALENT WITH BENEFITS OFFERED TO CITY EMPLOYEES UNDER THE COMPENSATION AND BENEFIT PLAN FOR CITY OFFICIALS AND MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP

WHEREAS, Chapter 2.09 (“City Councilmembers—Salaries”) of the Newark Municipal Code provides for the payment of salaries and benefits to Newark City Councilmembers and the Mayor;

WHEREAS, Section 2.09.020 authorizes the City to pay Councilmembers a salary of one thousand one hundred thirty-four dollars (\$1,134) per month;

WHEREAS, said section authorizes the City to pay the Mayor a salary of two thousand four hundred seventy-nine dollars (\$2,479) per month;

WHEREAS, said section took effect December 1, 2007;

WHEREAS, Section 2.09.030 authorizes the City to make payments for premiums to City-approved health and welfare benefits as elected by members of the Council, excluding the Mayor, up to a maximum of five hundred forty dollars (\$540) per month;

WHEREAS, City Councilmembers and Mayor have not received an increase in salary since December 1, 2007;

WHEREAS, the City Council is authorized by Government Code Section 36516 to increase the salary of Councilmembers and the Mayor in an amount not to exceed five percent (5%) per calendar year from the operative date of the last adjustment of salary;

WHEREAS, therefore the City is allowed to increase the salary of Councilmembers by fifty-five percent (55%);

WHEREAS, the City Council is authorized by Government Code Section 36516.1 to pay an elected Mayor salary in excess to that which he or she receives as a Councilmember;

WHEREAS, at the City Council meeting held on July 12, 2018, City staff presented to the Council a survey of Mayoral and City Council Member salary and benefits for all cities in

Alameda County, excluding Oakland, as well as three additional Bay Area cities comparable in size to Newark;

WHEREAS, the results of said study found that the combined salary and benefits for Newark's Mayor and City Councilmembers were significantly lower than the average of the cities that were surveyed;

WHEREAS, the City Council desires to increase salary of the Councilmembers and Mayor by ten percent (10%) starting January 1, 2019; and

WHEREAS, the City Council also desires to, starting January 1, 2019, increase the City's payments to City-approved health and welfare benefits as elected by members of the Council so that the Councilmembers and Mayor could receive the same health and welfare benefits offered by the City under the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NEWARK DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. *Repeal and Replace of Chapter 2.09 the Newark Municipal Code.* Chapter 2.09 ("City Council") of Title 2 ("Administration and Personnel") is hereby repealed in its entirety and replaced with the text contained in EXHIBIT "A", which is attached hereto and incorporated as though fully set forth herein.

SECTION 2. *Severability.* The provisions of this Ordinance are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Ordinance or their applicability to other persons or circumstances.

SECTION 3. *Effective Date.* This ordinance shall take effect January 1, 2019. Before expiration of fifteen (15) days after its passage, this ordinance shall be published in the Tri-City Voice, a newspaper of general circulation published and printed in the County of Alameda and circulated in the City of Newark.

EXHIBIT "A"

Chapter 2.09

CITY COUNCILMEMBERS—COMPENSATION

Sections:

- 2.09.010 Salary and biennial adjustment.
- 2.09.020 Benefits.

2.09.010 Salary.

- A. Pursuant to Government Code Sections 36516 and 36516.5, each councilmember, other than the mayor, shall receive a salary of one thousand two hundred forty-seven dollars (\$1,247) per month commencing January 1, 2019.
- B. Pursuant to Government Code Section 36516.1, the elective mayor shall receive compensation in the amount of two thousand seven hundred twenty-seven dollars (\$2,727) per month commencing January 1, 2019.
- C. The compensation from the city to the city councilmembers and mayor under this section shall be reviewed during each two year biennial budget cycle. Any such review shall include consideration of: (1) the Consumer Price Index – All Urban Consumers, San Francisco-Oakland-San Jose; and (2) any increases in compensation awarded to city staff since the previous adjustment to councilmembers' compensation. Any increase to the city councilmembers compensation shall be limited to five percent (5%) per calendar year pursuant to Government Code Section 36516.

2.09.020 Benefits.

- A. Pursuant to Government Code Sections 53200 through 53210, each city councilmember and the mayor may participate in any health and welfare benefits offered by the city to its employees pursuant to the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group ("the Plan"). For the purposes of this subsection, the term "health and welfare benefits" shall mean medical, dental, and vision programs offered by the City, pursuant to the Plan, excluding any cash-in-lieu or cash out options.
- B. The city's payments towards any benefits elected under subsection (A) shall be equivalent to any payments made by the City for city employees pursuant to the Plan.



City of Newark

MEMO

**DATE:** August 31, 2018  
**TO:** City Council  
**FROM:** Sheila Harrington, City Clerk *SH*  
**SUBJECT:** Approval of Audited Demands for the City Council Meeting of September 13, 2018.

**REGISTER OF AUDITED DEMANDS**

US Bank General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
July 20, 2018	Page 1-2	115160 to 115245	Inclusive
July 26, 2018	Page 1-2	115246 to 115296	Inclusive
August 03, 2018	Page 1-2	115297 to 115360	Inclusive
August 09, 2018	Page 1-2	115361 to 115428	Inclusive
August 17, 2018	Page 1-2	115429 to 115496	Inclusive
August 23, 2018	Page 1-2	115497 to 115557	Inclusive
August 31, 2018	Page 1-2	115558 to 115637	Inclusive



City of Newark

MEMO

**DATE:** August 31, 2018

**TO:** Sheila Harrington, City Clerk

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

**SUBJECT:** Approval of Audited Demands for the City Council Meeting of September 13, 2018.

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

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Final Disbursement List. Check Date 07/20/18, Due Date 07/30/18, Discount Date 07/30/18. Computer Checks.

Bank 1001 WS BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115160	10658	4LEAF, INC.	07/20/18	3,602.35	PLAN CHECK SERVICES
115161	11539	ACCESS INFORMATION HOLDINGS, LLC.	07/20/18	80.00	SHREDDING SVCS
115162	10223	LEXISNEXIS RISK DATA MANAGEMENT INC BILL	07/20/18	424.20	BACKGROUND CHECKS
115163	10027	AD SERVICES	07/20/18	65.00	COURT RECORDING & COURIER SRVCS
115164	6259	ADVANCED TRAFFIC PRODUCTS, INC.	07/20/18	819.01	PARTS FOR FIRE ENGINE
115165	1774	AIRGAS USA, LLC	07/20/18	59.38	FLEET SUPPLIES
115166	803	ACCOPSA JANE MANZO/ALAMEDA COUNTY SHERIF	07/20/18	500.00	ALCO CHIEFS & SHERIFFS ASSOC
115167	8895	ALAMEDA COUNTY ENVIRONMENTAL HEALTH	07/20/18	6,601.00	CUPA REGULATORY FEES
115168	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	07/20/18	195.00	FIRE TRUCK REPAIR
115169	5821	ALL CITY MANAGEMENT SERVICES, INC	07/20/18	3,124.80	CROSSING GUARD SVCS
115170	12	ALLIED AUTO STORES INC	07/20/18	521.64	MISC FLEET PARTS
115171	11580	MATTHEW AVILA	07/20/18	209.00	EDUCATIONAL REIMBURSEMENT
115172	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	07/20/18	508.46	FLEET BATTERIES
115173	4534	BAY AREA BARRICADE SERVICE INC	07/20/18	1,220.97	MISC STREET SIGNS
115174	1131	BAY ISLAND OFFICIALS ASSOCIATION ATTN FR	07/20/18	1,616.00	SPORTS OFFICIATING
115175	23	FRANK BONETTI PLUMBING INC	07/20/18	15,289.29	PLUMBING REPAIR
115176	1513	BURTON'S FIRE INC	07/20/18	11,857.89	FIRE ENGINE REPAIR
115177	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	07/20/18	4,362.94	CIP #1183: TRAFFIC SIGNALS LED LAMP/ACCE
115178	11626	CASTAWAY CREATIVE LLC	07/20/18	3,440.00	COMMERCIAL VIDEO
115179	33	CENTRAL TOWING & TRANSPORT LLC	07/20/18	50.00	TOWING
115180	6304	CLASSIC GRAPHICS T & J LEWIS INC	07/20/18	20.85	UB OUT OF SVC SIGNS PATROL VEHS FY 17/18
115181	11076	CRIME SCENE CLEANERS INC	07/20/18	140.00	HAZ WASTER CLEANUP
115182	11549	CSG CONSULTANTS, INC.	07/20/18	7,593.75	ENGINEERING PLAN CHECK AND INSPECTION SE
115183	10650	ARIN DOFREDO	07/20/18	25.00	STOP PAYMENT FEE REIMBURSEMENT
115184	10793	EMILY DIAZ	07/20/18	300.00	RENTAL DEPOSIT REFUND
115185	10793	SHARON ZHAO	07/20/18	300.00	RENTAL DEPOSIT REFUND
115186	10793	LAKESHORE CHILDREN'S CENTER	07/20/18	100.00	RENTAL DEPOSIT REFUND
115187	10793	JASMINE A RAMIREZ	07/20/18	9.00	CLASS REFUND
115188	10793	RESURRECTION SCHOOL	07/20/18	188.00	RENTAL DEPOSIT & OVERPAYMENT REFUND
115189	10793	SOPHIA TAI	07/20/18	100.00	RENTAL DEPOSIT REFUND
115190	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	07/20/18	462.50	CIP #1179 AND #1180 LEGAL ADVERTISING
115191	11015	EAST BAY LAWN MOWER	07/20/18	155.38	FLEET SUPPLIES AND MAINT
115192	4211	EXECUTIVE DIRECTOR EAST BAY EDA	07/20/18	7,005.00	EDA MEMBERSHIP FY 2018-2019
115193	310	EQUIFAX INFORMATION SVCS LLC	07/20/18	50.86	CREDIT BUREAU REPORTS
115194	10642	FASTENAL COMPANY	07/20/18	332.81	PARK SUPPLIES
115195	522	FEDEX	07/20/18	29.12	FEDEX EXPRESS SERVICES
115196	11224	FREMONT RECYCLING & TRANSFER STATION	07/20/18	390,962.97	RETROACTIVE PAYMENT OF CONTRACTOR'S COST
115197	313	FREMONT URGENT CARE CENTER	07/20/18	760.00	PRE-EMPLOYMENT/DOT PHYSICALS
115198	11571	GEOCON CONSULTANTS, INC.	07/20/18	1,090.00	GEOTECHNICAL SERVICES FOR CIVIC CENTER S
115199	8762	GHA TECHNOLOGIES INC	07/20/18	473.85	INK CARTRIDGES FOR HP1530 COLOR PLOTTER
115200	10999	GURUS EDUCATIONAL SERVICES RITA KHURANA	07/20/18	948.00	RECREATION CONTRACT
115201	167	HARRIS COMPUTER SYSTEMS	07/20/18	3,393.89	ANNUAL HARRIS SELECT SUPPORT
115202	11553	HELLER MANUS ARCHITECTS	07/20/18	122,213.49	CIVIC CENTER DESIGN PHASE CHANGE ORDERS
115203	1457	HOME DEPOT CREDIT SERVICES DEPT. 32 - 25	07/20/18	1,025.99	FLEET SUPPLIES
115204	18	HORIZON	07/20/18	3,210.92	PROJECT 1133 IRIGATION PARKS
115205	10663	HOSE & FITTING ETC	07/20/18	155.88	FLEET PARTS
115206	187	INDUSTRIAL SAFETY SUPPLY CORPORATION	07/20/18	129.90	MISC SAFETY SUPPLIES
115207	11562	JEFF'S MOBILE GLASS INC.	07/20/18	226.46	FLEET WINDOW REPAIR
115208	8276	LEHR AUTO	07/20/18	360.00	FLEET SERVICE
115209	3644	RELX INC. DBA LEXISNEXIS	07/20/18	176.00	ONLINE LEGAL RESOURCE SUBSCRIPTION
115210	11246	LOOMIS ARMORED	07/20/18	298.72	ARMORED CAR SERVICE

Final Disbursement List. Check Date 07/20/18, Due Date 07/30/18, Discount Date 07/30/18. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115211	11482	MARCI MARINO	07/20/18	305.00	PAYROLL DEDUCTION - SS PAYMENTS FOR PR07
115212	10907	MICHAEL YORKS	07/20/18	1,575.00	BACKGROUND INVESTIGATIONS
115213	11357	MISSION UNIFORM SERVICE	07/20/18	1,582.42	UNIFORMS, MATS, AND TOWELS
115214	11378	MNS ENGINEERS INC	07/20/18	50,525.00	OVERTIME INSPECTION FEES FOR SANCTUARY (
115215	10710	MUNICIPAL CODE CORPORATION	07/20/18	7,610.87	MUNI CODE SUPPLEMENTS AND FEES
115216	1341	ALAN NAGY	07/20/18	3,266.06	EXPENSE REIMBURSEMENT
115217	10865	NEW IMAGE LANDSCAPE	07/20/18	2,048.00	MISC IRRIGATION REPAIR
115218	10918	ANKAR CYCLES, INC dba OAKLAND HARLEY-DAV	07/20/18	64,449.17	REPAIR OF MOTORCYCLE
115219	5681	OMNI-MEANS LTD DEPT LA 24696	07/20/18	1,556.00	TRAFFIC ENGINEERING AND TRANSPORTATION P
115220	349	PACIFIC GAS & ELECTRIC	07/20/18	2,006.67	STREETLIGHTS AND TRAFFIC SIGNALS
115221	11322	PAPA JOHNS PIZZA	07/20/18	515.79	FOOD FOR PARTIES AND CAFE
115222	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	07/20/18	492.00	PEST CONTROL
115223	11591	PORTER RENTS, LLC.	07/20/18	1,206.58	FORKLIFT RENTAL
115224	9337	ELIZABETH DANSIE, M.A., M.F.C.C. PSYCHOL	07/20/18	11,100.00	PSYCHOLOGICAL SVCS FY 18/19
115225	4346	QUALITY SIGN & BANNER	07/20/18	473.02	SIGN FOR CIVIC CENTER
115226	11376	QUINCY ENGINEERING INC	07/20/18	53,102.97	PROFESSIONAL ENGINEERING SERVICES FOR CE
115227	9811	REDFLEX TRAFFIC SYSTEMS	07/20/18	18,800.00	REDLIGHT CAMERA MONITORING
115228	11573	REYES COCA-COLA BOTTLING LLC.	07/20/18	1,044.29	CAFE AND PARTY DRINKS
115229	5068	SAFEWAY SIGN COMPANY	07/20/18	1,496.98	REGULATORY AND STREET SIGNS
115230	11476	MEGHA SALPEKAR	07/20/18	837.00	RECREATION CONTRACT
115231	654	SFPUC-WATER DEPARTMENT CUSTOMER SERVICE	07/20/18	3,259.60	RENT/WATER
115232	377	SIMON & COMPANY INC	07/20/18	2,252.93	LEGISLATIVE SERVICES
115233	220	SONITROL	07/20/18	1,059.00	BUILDING CONTRACTUAL SVCS
115234	8051	SPENCON CONSTRUCTION INC	07/20/18	8,200.00	RETENTION FEES FOR PRJ 1167
115235	11533	ST. FRANCIS ELECTRIC. LLC.	07/20/18	52,666.95	STREETLIGHT MAINTENANCE COSTS
115236	40	STAPLES ADVANTAGE DEPT LA	07/20/18	2,904.17	OFFICE SUPPLIES
115237	11414	SWIM SUIT STATION	07/20/18	1,045.37	SWIMSUITS FOR SILLIMAN RETAIL
115238	2038	U.S. BANK ST. PAUL CM-9705	07/20/18	879,699.28	AID 26 RFND 2013 ACCT#204275000
115239	5623	VERIZON WIRELESS	07/20/18	93.62	GPS TRACKERS
115240	11226	VIETNAM DAILY NEWS	07/20/18	180.00	LEGAL AD
115241	11416	VISION TECHNOLOGY SOLUTIONS LLC DBA VISI	07/20/18	10,903.00	WEBSITE PROJECT
115242	339	WASHINGTON HOSPITAL GENERAL ACCOUNTING	07/20/18	325.00	VICTIM MEDICAL EXAMS
115243	10249	WASHINGTON TOWNSHIP MEDICAL FOUNDATION	07/20/18	60.00	VACCINATION SERVICES
115244	11610	WASHINGTON URGENT CARE	07/20/18	20.00	TB Test
115245	5050	WEST COAST ARBORISTS INC	07/20/18	102,271.68	PRUNING & REMOVAL OF CITY TREES
Total				1,885,718.69	



Final Disbursement List. Check Date 07/26/18, Due Date 08/06/18, Discount Date 08/06/18. Computer Checks.  
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115246	149	PLAN JPA C/O BICKMORE	07/26/18	558,262.00	ANNUAL INSURANCE PREMIUM FY 18/19 (PROPE
115247	149	ASSOCIATION OF BAY AREA GOVERNMENTS	07/26/18	10,462.00	MEMBERSHIP DUES
115248	11094	ACME AUTO LEASING, LLC	07/26/18	1,909.44	ARMORED VEH LEASE
115249	332	ADAMSON POLICE PRODUCTS	07/26/18	1,249.63	TRAINEE UNIFORMS
115250	4233	ALAMEDA COUNTY AUDITOR-CONTROLLER C/O ST	07/26/18	3,325.00	LAFCO COST
115251	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	07/26/18	130.68	FIRE TRUCK REPAIR
115252	3853	COUNTY OF ALAMEDA INTERNAL AUDIT UNIT RI	07/26/18	2,542.50	CITATION PROCESSING FEES - JUNE'18
115253	287	ALAMEDA COUNTY SHERIFF'S OFFICE GREGORY	07/26/18	3,946.10	CRIME LAB FEES
115254	1970	TREASURER OF ALAMEDA COUNTY C/O ALAMEDA	07/26/18	2,188.00	BOOKING FEES
115255	11430	ALLTECH PETRO INC.	07/26/18	2,212.50	FUEL PUMP CONTRACT SVCS
115256	776	AMERICAN PUBLIC WORKS ASSOCIATION	07/26/18	206.00	FY18-19 ANNUAL MEMBERSHIP FOR PW DIRECTO
115257	1130	CRAIG ASHMORE	07/26/18	1,775.00	RECREATION CONTRACT
115258	4603	CENTER FOR SPECIALIZED VETERINARY CARE B	07/26/18	150.00	AFTER HOURS VET SVCS FY 17/18
115259	23	FRANK BONETTI PLUMBING INC	07/26/18	350.00	PLUMBING REPAIR
115260	1513	BURTON'S FIRE INC	07/26/18	2,035.28	FLEET PARTS FIRE
115261	11550	CAL ENGINEERING & GEOLOGY, INC.	07/26/18	1,380.00	GEOTECHNICAL CONSULTING SERVICES
115262	7439	CENTERVILLE LOCKSMITH	07/26/18	31.81	FLEET LOCKS AND KEYS
115263	11563	CENTRAL VALLEY TOXICOLOGY, INC.	07/26/18	426.00	LAB TESTS
115264	6304	CLASSIC GRAPHICS T & J LEWIS INC	07/26/18	112.60	FLEET SUPPLIES
115265	11076	CRIME SCENE CLEANERS INC	07/26/18	175.00	HAZ WASTER CLEAN UP
115266	10649	JHA REMEDIATION	07/26/18	474.13	PERMIT FEE REFUND
115267	10649	SIVARAMAKRISH CHANDRASHEKAR	07/26/18	1,000.00	PERFORMANCE BOND RTN EP# 2017-0103
115268	10649	ROOTER HERO PLUMBING	07/26/18	1,000.00	PERFORMANCE BOND RTN EP# 2017-0104
115269	10793	VANESA CAMPOS	07/26/18	300.00	RENTAL DEPOSIT REFUND
115270	10793	AARON SMITH	07/26/18	300.00	RENTAL DEPOSIT REFUND
115271	10793	MD RAFIQUOL ISLAM	07/26/18	300.00	RENTAL DEPOSIT REFUND
115272	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	07/26/18	151.25	PUBLISH LEGAL ADS
115273	7183	DEMARAY'S GYMNASTICS ACADEMY	07/26/18	1,643.20	RECREATION CONTRACT
115274	11404	ALHAMBRA	07/26/18	724.56	WATER SERVICE
115275	522	FEDEX	07/26/18	73.64	FEDEX CHARGES
115276	5106	CITY OF FREMONT REVENUE DIVISION	07/26/18	17,608.05	ANIMAL SHELTER LEASE FY 18/19
115277	11112	FREMONT DEL GRANDE INC	07/26/18	78,376.69	DEALERSHIP INCENTIVES 01/01-03/31/18
115278	11112	FREMONT CHRYSLER DODGE JEEP RAM	07/26/18	1,293.04	FLEET PARTS
115279	10999	GURUS EDUCATIONAL SERVICES RITA KHURANA	07/26/18	985.50	RECREATION CONTRACT
115280	1055	INTERNATIONAL INSTITUTE OF MUNICIPAL CLE	07/26/18	200.00	RENEWAL
115281	11577	KBA DOCUSYS INC.	07/26/18	335.02	COPIER LEASE AGREEMENT (COPIES)
115282	293	LANGUAGE LINE SERVICES INC	07/26/18	197.63	INTERPRETATION SVCS
115283	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	07/26/18	394.32	EMPLOYEE ASSISTANCE PROGRAM
115284	11309	MANUEL FERNANDEZ CONSTRUCTION	07/26/18	5,236.13	SUMMER CLEANING
115285	4312	NICK MAVRAKIS	07/26/18	98.30	EXPENSE REIMBURSEMENT
115286	10907	MICHAEL YORKS	07/26/18	4,650.00	BACKGROUND INVESTIGATION
115287	10710	MUNICIPAL CODE CORPORATION	07/26/18	500.00	ONLINE CODE HOSTING
115288	11322	PAPA JOHNS PIZZA	07/26/18	283.00	PIZZAS FOR PARTIES
115289	11578	ROBERT MOWAT ASSOCIATES	07/26/18	5,040.00	DOG PARKS DESIGN SERVICES (BIRCH GROVE A
115290	11188	CONRAD RODGERS	07/26/18	5,265.76	ADPP - 07/18
115291	9870	KATHLEEN RUSHING	07/26/18	350.00	ENTERTAINMENT FOR ASH ST. OPEN HOUSE ON
115292	7885	SLOAN SAKAI YEUNG & WONG LLP	07/26/18	2,069.50	LEGAL ADVICE FEES
115293	503	STANDARD INSURANCE COMPANY	07/26/18	697.23	EMPLOYEE LIFE INSURANCE AND AD&D COVERAG
115294	11396	SWA SERVICES GROUP INC	07/26/18	862.13	JANITORIAL SERVICES
115295	5246	TURF STAR INC	07/26/18	485.22	FLEET SUPPLIES
115296	5623	VERIZON WIRELESS	07/26/18	1,372.03	CELL SVC FOR MDT'S

Final Disbursement List. Check Date 07/26/18, Due Date 08/06/18, Discount Date 08/06/18. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
Total				725,135.87	

1

Final Disbursement List. Check Date 08/03/18, Due Date 08/13/18, Discount Date 08/13/18. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115297	10	ABC FIRE PROTECTION INC	08/03/18	2,996.66	FIRE EXTINGUISHERS
115298	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	08/03/18	1,432.02	PAYROLL - SHORT TERM DISABILITY PREMIUM
115299	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	08/03/18	786,386.34	FIRE SERVICES
115300	218	ALAMEDA CO LIBRARY ATTN: FINANCIAL SERVI	08/03/18	26,250.00	CITY/COUNTY AGREEMENT - ADDT'L LIBRARY S
115301	1970	TREASURER OF ALAMEDA COUNTY C/O ALAMEDA	08/03/18	7,435.20	BOOKING FEES
115302	284	INFORMATION TECHNOLOGY DEPARTMENT ATTN:	08/03/18	6,480.37	AWS ACCESS FEES
115303	8414	ANDRE'S MECHANICAL & GENERAL ENGINEERING	08/03/18	990.00	BUILDING MAINTENANCE
115304	348	AT&T	08/03/18	292.07	ATT TELECOM & T1 TO FS
115305	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	08/03/18	989.34	FLEET SUPPLIES BATTERIES
115306	9680	BAY CENTRAL PRINTING	08/03/18	63.78	BUSINESS CARD IMPRINTING
115307	6630	BOUNDTREE MEDICAL LLC	08/03/18	681.27	GLOVES
115308	6533	CA POLICE CHIEFS ASSOC	08/03/18	40.00	IACP LUNCHEON
115309	1249	CALBO	08/03/18	2,340.00	CALBO TRAINING
115310	7439	CENTERVILLE LOCKSMITH	08/03/18	4.28	SILLIMAN LOCKS AND KEYS
115311	10060	COMCAST	08/03/18	112.04	CABLE BILL
115312	10650	ROMEO BERMILLO	08/03/18	1,000.00	DANCE PERMIT SECURITY DEPOSIT REFUND
115313	10650	JULIUS BANGURA	08/03/18	1,000.00	DANCE PERMIT SECURITY DEPOSIT REFUND
115314	10650	ELIZABETH PAGENDARM	08/03/18	4.42	UUT REFUND
115315	10649	TH-HW NEWARK LLC	08/03/18	75,000.00	HOUSING IMPACT FEE REMBURSEMENT LOTS 134
115316	10793	JIRI CANTRES	08/03/18	100.00	RENTAL DEPOSIT REFUND
115317	10793	ALVIN H ZHOU	08/03/18	28.30	CLASS REFUND
115318	10793	KULSUM OMAIR	08/03/18	31.16	CLASS REFUND
115319	10793	ABDUL QAYUM	08/03/18	100.00	RENTAL DEPOSIT REFUND
115320	10793	AYUSHI PATEL	08/03/18	28.30	CLASS REFUND
115321	10793	MARIA MORENO	08/03/18	300.00	RENTAL DEPOSIT REFUND
115322	10793	SHIV SIDHU	08/03/18	195.00	RENTAL DEPOSIT REFUND
115323	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	08/03/18	151.25	PUBLISH LEGAL ADS
115324	10794	DUKE DE LEON	08/03/18	210.00	VIDEO RECORDING SERVICES
115325	7631	DELTA DENTAL	08/03/18	14,508.67	DENTAL PREMIUM - AUGUST'18
115326	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	08/03/18	437.13	DENTAL PREMIUM - AUGUST'18
115327	184	DEPARTMENT OF TRANSPORTATION CASHIER HQ	08/03/18	1,011.01	FY17-18 SHARED ENERGY AND MAINTENANCE CO
115328	10575	ALHAMBRA	08/03/18	36.59	WATER SERVICE FOR SDC
115329	10772	MARVIN RAMIREZ EL REPORTERO	08/03/18	477.95	LEGAL AD
115330	4731	EWING IRRIGATION PRODUCTS INC	08/03/18	546.23	IRRIGATION SUPPLIES
115331	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	08/03/18	1,761.00	VISION PREMIUM
115332	522	FEDEX	08/03/18	16.81	PACKAGE DELIVERY
115333	1733	FIRST BAPTIST CHURCH	08/03/18	80.00	PAYROLL DEDUCTION - DONATION JULY'18
115334	11641	FIRSTTWO, INC.	08/03/18	2,400.00	TECH NEEDS; FIRST TWO LICENSE
115335	11224	FREMONT RECYCLING & TRANSFER STATION	08/03/18	8,877.10	RETROACTIVE PAYMENT OF CONTRACTOR'S COST
115336	11639	GALAXY JUMPERS	08/03/18	450.00	JUMP HOUSES FOR MOVIE NIGHT EVENT
115337	10707	GYM DOCTORS	08/03/18	150.00	MONTHLY GYM MTC.
115338	167	HARRIS COMPUTER SYSTEMS	08/03/18	3,393.89	ANNUAL HARRIS SELECT SUPPORT
115339	73	THE ED JONES CO INC	08/03/18	1,836.28	BADGES & INSIGNIA
115340	11494	KANEN TOURS, INC.	08/03/18	3,328.00	ROARING CAMP TRIP 07/10/18
115341	7496	LEXIPOL LLC	08/03/18	4,664.00	POLICY MANUAL
115342	11309	MANUEL FERNANDEZ CONSTRUCTION	08/03/18	429.97	EVIDENCE ROOM FLOORS MAINT
115343	11618	MARTIN AND THE GREEN GUITAR	08/03/18	300.00	PERFORMANCE AT SDC ON 8/7/18
115344	7618	METLIFE SBC	08/03/18	1,706.72	LONG TERM DISABILITY PREMIUM
115345	9029	MEYERS NAVE RIBACK SILVER & WILSON	08/03/18	3,863.00	LITIGATION & LEGAL CONSULTING SRVCS
115346	10920	MOUNTAIN MIKE'S PIZZA	08/03/18	94.21	SPECIAL EVENT FOOD
115347	7335	MUNICIPAL MAINTENANCE EQUIPMENT INC	08/03/18	272.70	FLEET SUPPLIES

JCS.AP Accounts Payable Release 8.3.0 R\*APZCKREG\*FDL

By BRETT OEVERNDIEK (BRETT)

Final Disbursement List. Check Date 08/03/18, Due Date 08/13/18, Discount Date 08/13/18. Computer Checks.

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115348	10865	NEW IMAGE LANDSCAPE	08/03/18	2,489.00	MISC IRRIGATION AND TRIM WORK
115349	8894	NRPA	08/03/18	175.00	MEMBERSHIP DUES FOR DZ
115350	11322	PAPA JOHNS PIZZA	08/03/18	496.00	PIZZAS FOR PARTIES
115351	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	08/03/18	794.00	PEST CONTROL
115352	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	08/03/18	248.96	NO PARKING SIGNS
115353	11573	REYES COCA-COLA BOTTLING LLC.	08/03/18	1,207.48	COCA-COLA ORDER FOR CAFE
115354	11635	RHOADES PLANNING GROUP, INC.	08/03/18	12,789.29	OLD TOWN SP
115355	11074	RUTAN & TUCKER LLP	08/03/18	874.19	LITIGATION & LEGAL CONSULTING SRVCS
115356	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	08/03/18	175.00	DNS AND MAIL FILTERING
115357	9381	SCHINDLER ELEVATOR CORPORATION	08/03/18	1,487.61	ELEVATOR CONTRACTUAL SVCS
115358	11098	SILVER & WRIGHT LLP	08/03/18	2,820.05	LITIGATION & LEGAL CONSULTING SRVCS
115359	7517	U S FOODS INC SAN FRANCISCO	08/03/18	4,103.31	FOOD FOR CAFE
115360	10968	UTILITY TELEPHONE	08/03/18	16,794.38	UTILITY TELEPHONE PHONE AND WAN SERVICE
Total				1,009,737.33	

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115361	413	AIR EXCHANGE INC	08/09/18	448.25	BUILDING MAINTENANCE
115362	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	08/09/18	841,744.58	FIRE SERVICES
115363	2036	ALAMEDA COUNTY SHERIFF'S OFFICE REGIONAL	08/09/18	400.00	RANGE FEES
115364	344	ALAMEDA COUNTY WATER DISTRICT	08/09/18	94,380.83	CITY WATER USE
115365	14	ALPINE AWARDS	08/09/18	36.77	POLOS
115366	11362	ANNETTE PAREDES	08/09/18	19.35	EXPENSE REIMBURSEMENT
115367	11433	AUTOWISE	08/09/18	785.88	FLEET SERVICE
115368	3473	BEHAVIORAL ANALYSIS TRAINING, INC.	08/09/18	481.00	INVESTIGATIONS POST TRAINING
115369	9888	BUREAU VERITAS NORTH AMERICA INC.	08/09/18	39,570.68	BUILDING INSPECTION SERVICES
115370	11568	CALRECYCLE ACCOUNTING OFFICE	08/09/18	11,473.00	PAYMENT PROGRAM UNSPENT FUNDS FY15/16
115371	10261	CARBONIC SERVICE	08/09/18	120.50	CARBON DIOXIDE
115372	10845	CONTINUING EDUCATION OF THE BAR (CEB) OR	08/09/18	437.79	LEGAL LIBRARY RESOURCES
115373	458	CHEVRON AND TEXACO BUSINESS CARD SERVICE	08/09/18	681.23	FUEL
115374	10060	COMCAST	08/09/18	74.86	CABLE SVCS
115375	11076	CRIME SCENE CLEANERS INC	08/09/18	170.00	HAZ WASTE CLEAN UP
115376	10649	KATHLEEN CONNER	08/09/18	1,000.00	PERFORMANCE BOND RTN EP# 2017-0129
115377	10793	ARIANA CORTES	08/09/18	300.00	RENTAL DEPOSIT REFUND
115378	10793	NORITA RICH	08/09/18	300.00	RENTAL DEPOSIT REFUND
115379	10793	BRIAN LAU	08/09/18	15.50	POOL CLOSURE REFUND
115380	10793	XUE XIE	08/09/18	14.50	POOL CLOSURE REFUND
115381	10793	SOHAILA AMIN	08/09/18	18.25	POOL CLOSURE REFUND
115382	10793	JON EHLEN	08/09/18	14.50	POOL CLOSURE REFUND
115383	10793	MARIA ROSAS	08/09/18	14.50	POOL CLOSURE REFUND
115384	10793	NICOLE MONTOYA-GENTRY	08/09/18	38.50	POOL CLOSURE REFUND
115385	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	08/09/18	155.00	LEGAL AD FOR INTERNAL COMBUSTION LIFT (F
115386	9511	DWYS LLC DBA RENAISSANCE TOTS, LLC ATTN	08/09/18	1,682.50	RECREATION CONTRACT
115387	11587	ECS IMAGING, INC.	08/09/18	2,785.00	IMAGING SERVICES
115388	10478	EUGENE'S HOME APPLIANCE SERVICE	08/09/18	3,561.66	COMMERCIAL REFRIGERATOR #2018-22
115389	5106	CITY OF FREMONT REVENUE DIVISION	08/09/18	1,250.00	NEWARK CASE MGMT
115390	4441	FREMONT UNIFIED SCHOOL DISTRICT TRANSPOR	08/09/18	1,480.00	BUS TRANSPORTATION FOR SDC
115391	2215	FREMONT WHEEL & BRAKE	08/09/18	80.00	FLEET MAINTENANCE
115392	7563	HILLYARD / SAN FRANCISCO	08/09/18	201.73	BUILDING SUPPLIES
115393	11389	ISH AMITOJ KAU	08/09/18	1,992.60	RECREATION CONTRACT
115394	4124	THE J P COOKE CO	08/09/18	308.87	DOG LICENSE TAGS
115395	11540	JANSSEN'S PLACE AUTO BODY	08/09/18	10,849.71	REPAIR OF PD VEHICLE
115396	11393	KRYSTEN LEE	08/09/18	5,050.00	EDUCATION REIMBURSEMENT
115397	867	LAWCX	08/09/18	224,458.00	EXCESS WORKERS COMPENSATION PREMIUM
115398	11335	LEGACY ROOFING & WATERPROOFING	08/09/18	730.00	PROJECT 1128 ROOF REPAIRS
115399	80	LYNN PEAVEY COMPANY	08/09/18	173.22	EVIDENCE SUPPLIES
115400	10907	MICHAEL YORKS	08/09/18	825.00	BACKGROUND INVESTIGATIONS
115401	6	KAREN MORAIDA	08/09/18	36.52	EXPENSE REIMBURSEMENT
115402	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	08/09/18	722.32	FLEET PARTS
115403	1350	OAKLAND POLICE DEPARTMENT PERSONNEL & TR	08/09/18	25.00	PATROL POST TRAINING
115404	349	PACIFIC GAS & ELECTRIC	08/09/18	18,822.78	STREETLIGHTS AND TRAFFIC SIGNALS
115405	11322	PAPA JOHNS PIZZA	08/09/18	696.50	PIZZAS FOR PARTIES
115406	11645	AASKA PATEL	08/09/18	748.80	RECREATION CONTRACT
115407	329	PHOENIX GROUP INFORMATION SYSTEMS	08/09/18	263.90	PARKING CITATION PROGRAM
115408	10683	PITNEY BOWES INC	08/09/18	531.71	MAILING MACHINE LEASE AGREEMENT
115409	11591	PORTER RENTS, LLC.	08/09/18	1,206.58	FORKLIFT RENTAL
115410	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	08/09/18	118.60	OCE PLOTTER PAPER
115411	11234	RAY MORGAN COMPANY	08/09/18	10,095.88	COPIER LEASE AGREEMENT

Final Disbursement List. Check Date 08/09/18, Due Date 08/20/18, Discount Date 08/20/18. Computer Checks.

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115412	11624	RESTAURANT SUPPLY	08/09/18	8,146.98	EQUIP REPL FREEZER APPROVAL # 2018-22
115413	9547	ROSAS BROTHERS CONSTRUCTION	08/09/18	337,622.40	CIP #1179 ASPHALT CONCRETE OVERLAY
115414	11476	MEGHA SALPEKAR	08/09/18	962.50	RECREATION CONTRACT
115415	654	SFPUC-WATER DEPARTMENT CUSTOMER SERVICE	08/09/18	4,473.83	RENT/WATER
115416	112	WILLE ELECTRICAL SUPPLY CO INC	08/09/18	268.77	LIGHT BULBS SILLIMAN
115417	5212	SIEMENS INDUSTRY, INC C/O CITYBANK (BLDG	08/09/18	1,173.72	FIRE ALARM MONITORING
115418	40	STAPLES ADVANTAGE DEPT LA	08/09/18	829.31	OFFICE SUPPLIES
115419	5463	MARY TEIXEIRA	08/09/18	10.37	EXPENSE REIMBURSEMENT
115420	1765	TEMPERATURE TECHNOLOGY INC.	08/09/18	2,995.93	HVAC REPAIR
115421	11642	TIAA COMMERCIAL FINANCE, INC.	08/09/18	432.92	COPIER LEASE AGREEMENT (KBA)
115422	7517	U S FOODS INC SAN FRANCISCO	08/09/18	1,326.88	FOOD FOR CAFE
115423	928	UNDERGROUND SERVICE ALERT OF NORTHERN CA	08/09/18	2,740.61	UNDERGROUND SERVICE ALERT (ANNUAL FEE)
115424	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	08/09/18	261.24	PAYROLL PREMIUM - E0246926
115425	11637	ALICIA VALDIVIA	08/09/18	16.13	EXPENSE REIMBURSEMENT
115426	5623	VERIZON WIRELESS	08/09/18	614.54	CELL SVC FOR MDT'S
115427	10822	WEE HOOP INC C/O DINAH SHAH	08/09/18	855.00	RECREATION CONTRACT
115428	11417	WHOLESALE DISTRIBUTION ALLIANCE	08/09/18	598.80	GOGGLES FOR RETAIL SALES
Total				1,644,722.28	

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115429	149	PLAN JPA C/O BICKMORE	08/17/18	12,782.72	DEDUCTIBLE COSTS
115430	11534	ABBE & ASSOCIATES LLC	08/17/18	10,200.00	CONSULTANT SERVICES
115431	1774	AIRGAS USA, LLC	08/17/18	167.03	RENTAL TANKS AND EQUIPMENT
115432	1970	TREASURER OF ALAMEDA COUNTY C/O ALAMEDA	08/17/18	6,842.60	BOOKING FEES FY 17/18
115433	12	ALLIED AUTO STORES INC	08/17/18	1,181.29	FLEET PARTS
115434	348	AT&T	08/17/18	187.82	ATT TELECOM & T1 TO FS
115435	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	08/17/18	508.46	FLEET SUPPLIES BATERIES
115436	7439	CENTERVILLE LOCKSMITH	08/17/18	12.14	BUILDING SUPPLIES
115437	9572	ELSA CERVANTES	08/17/18	1,494.61	EXPENSE REIMBURSEMENT
115438	3751	BRYAN COBB	08/17/18	21.16	EXPENSE REIMBURSEMENT
115439	10060	COMCAST	08/17/18	26.84	CABLE FOR YARD
115440	10649	PFSA DBA NEWARK HOLY GHOST	08/17/18	3,316.37	PERFORMANCE BOND RTN EP# 2018-0095
115441	10649	BIZHAN DELGOSHAEI	08/17/18	100.00	PERMIT REFUND
115442	10793	JAPANESE COMMUNITY YOUTH COUNCIL	08/17/18	100.00	RESERVATION DEPOSIT REFUND
115443	10793	SCRIBBLES MONTESSORI SCHOOL	08/17/18	100.00	RESERVATION DEPOSIT REFUND
115444	10793	CHINESE COMMUNITY UNITED METHODIST CHURC	08/17/18	100.00	RESERVATION DEPOSIT REFUND
115445	10793	YMCA DOWNTOWN BERKELEY	08/17/18	100.00	RESERVATION DEPOSIT REFUND
115446	10793	KINSHIP YOUTH PROGRAM FAMILY SUPPORT SER	08/17/18	100.00	RESERVATION DEPOSIT REFUND
115447	10793	CELIA SIERRA	08/17/18	14.00	POOL CLOSURE REFUND
115448	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	08/17/18	617.50	LEGAL AD FOR CIP #1154 SILLIMAN AIR HAND
115449	41	DALE HARDWARE	08/17/18	664.08	FLEET SUPPLIES
115450	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	08/17/18	194.00	FINGERPRINTING FEES
115451	2135	DEPARTMENT OF INDUSTRIAL RELATIONS PAYME	08/17/18	97.50	SLIDE INSPECTIONS
115452	11648	BRANDON DERAS	08/17/18	116.63	EXPENSE REIMBURSEMENT
115453	11015	EAST BAY LAWN MOWER	08/17/18	345.62	FLEET SUPPLIES
115454	10452	ELECTRONIC INNOVATIONS INC	08/17/18	359.90	REPAIR OF PD GATE
115455	310	EQUIFAX INFORMATION SVCS LLC	08/17/18	50.43	CREDIT BUREAU REPORTS
115456	10478	EUGENE'S HOME APPLIANCE SERVICE	08/17/18	756.07	APPLIANCE MAINTENANCE
115457	4731	EWING IRRIGATION PRODUCTS INC	08/17/18	254.33	IRRIGATION SUPPLIES
115458	11596	SAMANTHA FALLON	08/17/18	34.01	EXPENSE REIMBURSEMENT
115459	153	FOLGERGRAPHICS, INC	08/17/18	8,129.39	ACTIVITIES GUIDE PRINTING
115460	5106	CITY OF FREMONT REVENUE DIVISION	08/17/18	66,814.02	NEWARK PARATRANSIT 17/18
115461	11112	FREMONT CHRYSLER DODGE JEEP RAM	08/17/18	1,376.19	REPAIR OF PD VEHICLES
115462	313	FREMONT URGENT CARE CENTER	08/17/18	698.00	PRE-EMPLOYMENT/DOT PHYSICALS
115463	11157	JASON GERMANO	08/17/18	200.00	RESERVE UNIF ALLOW
115464	11636	JESSICA GURULE	08/17/18	11.03	EXPENSE REIMBURSEMENT
115465	11553	HELLER MANUS ARCHITECTS	08/17/18	293,937.58	DESIGN SERVICES FOR CIVIC CENTER
115466	7563	HILLYARD / SAN FRANCISCO	08/17/18	30.01	SILLIMAN BUILDING SUPPLIES
115467	1591	PHILIP H HOLLAND	08/17/18	200.00	RESERVE UNIF ALLOW
115468	1457	HOME DEPOT CREDIT SERVICES DEPT. 32 - 25	08/17/18	1,623.63	FLEET SUPPLIES
115469	10663	HOSE & FITTING ETC	08/17/18	61.98	FLEET SUPPLIES
115470	7593	BRUCE HOWCROFT	08/17/18	200.00	RESERVE UNIF ALLOW
115471	11502	JOSEPH HUNTER	08/17/18	129.80	EXPENSE REIMBURSEMENT
115472	10319	NICK ICASIANO	08/17/18	119.98	EXPENSE REIMBURSEMENT
115473	7964	KNORR SYSTEMS INC	08/17/18	351.20	POOL CHEMICALS
115474	11647	LYNDA LEE	08/17/18	116.63	EXPENSE REIMBURSEMENT
115475	6124	BRIAN LEWIS	08/17/18	179.97	EXPENSE REIMBURSEMENT
115476	11246	LOOMIS ARMORED	08/17/18	299.05	ARMORED CAR SERVICE
115477	7114	METRO MOBILE COMMUNICATIONS	08/17/18	3,107.48	PROJECT 2018-19 PD MOTORCYCLES
115478	1409	LAWRENCE E MURPHY PHD CONSULTING PSYCHOL	08/17/18	1,400.00	PSYCHOLOGICAL EVALUATIONS
115479	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	08/17/18	1,747.25	FLEET PARTS

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115480	11455	NATIONAL DATA & SURVEYING SERVICES	08/17/18	95.00	CIP #1160 TRAFFIC CALMING
115481	10865	NEW IMAGE LANDSCAPE	08/17/18	14,336.30	PROJECT 1186B PARK AND LANDSCAPE SERVICE
115482	349	PACIFIC GAS & ELECTRIC	08/17/18	67,321.62	CITY ELECTRICITY AND GAS
115483	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	08/17/18	142.00	PEST CONTROL
115484	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	08/17/18	118.13	SPECIFICATIONS FOR CIP #1180 SLURRY SEAL
115485	11635	RHOADES PLANNING GROUP, INC.	08/17/18	14,165.42	OLD TOWN SPECIFIC PLAN
115486	2752	SSDTTF	08/17/18	529.00	PATROL POST TRAINING Reinstated from cla
115487	377	SIMON & COMPANY INC	08/17/18	1,729.96	LEGISLATIVE SERVICES
115488	11396	SWA SERVICES GROUP INC	08/17/18	27,406.60	JANITORIAL
115489	146	THYSSENKRUPP ELEVATOR CORPORATION	08/17/18	3,796.22	SERVICE CONTRACT FOR CITY HALL ELEVATOR
115490	5246	TURF STAR, INC.	08/17/18	654.43	FLEET SUPPLIES
115491	6797	US BANK CORPORATE PAYMENT	08/17/18	14,405.72	US BANK CC PAYMENT 07/23/18
115492	853	VALLEY OIL COMPANY LOCKBOX# 138719	08/17/18	23,070.06	FUEL
115493	5623	VERIZON WIRELESS	08/17/18	5,000.59	GPS TRACKERS
115494	11610	WASHINGTON URGENT CARE	08/17/18	60.00	TB TESTS
115495	11417	WHOLESALE DISTRIBUTION ALLIANCE	08/17/18	290.70	GOGGLES FOR RETAIL SALES
115496	143	WILCO SUPPLY P O BOX 3047	08/17/18	494.53	BUILDING SUPPLIES
Total				595,194.58	



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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115497	11539	ACCESS INFORMATION HOLDINGS, LLC.	08/23/18	80.00	SHREDDING SVCS
115498	10223	LEXISNEXIS RISK SOLUTIONS ACCT# 1415640	08/23/18	424.20	BACKGROUND CHECKS
115499	11094	ACME AUTO LEASING, LLC	08/23/18	1,909.44	ARMORED VEH LEASE
115500	1774	AIRGAS USA, LLC	08/23/18	61.12	RENTAL TANKS AND EQUIPMENT
115501	3853	COUNTY OF ALAMEDA INTERNAL AUDIT UNIT RI	08/23/18	1,740.00	CITATION PROCESSING FEES - JULY'18
115502	2036	ALAMEDA COUNTY SHERIFF'S OFFICE REGIONAL	08/23/18	4,000.00	ACADEMY FEES
115503	344	ALAMEDA COUNTY WATER DISTRICT	08/23/18	1,555.78	WATER FOR SWEEPER TRUCK
115504	11580	MATTHEW AVILA	08/23/18	250.00	EXPENSE REIMBURSEMENT
115505	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	08/23/18	43.74	FLEET SUPPLIES BATTERIES
115506	4603	CENTER FOR SPECIALIZED VETERINARY CARE B	08/23/18	431.30	VET SVCS AFTER HOURS
115507	11563	CENTRAL VALLEY TOXICOLOGY, INC.	08/23/18	480.00	LAB TESTS
115508	458	CHEVRON AND TEXACO BUSINESS CARD SERVICE	08/23/18	759.26	FUEL
115509	6304	CLASSIC GRAPHICS T & J LEWIS INC	08/23/18	439.56	FLEET SUPPLIES
115510	11633	COMMERCIAL TREE CARE	08/23/18	425.00	EMERGENCY TREE WORK
115511	1004	CPRS	08/23/18	1,675.00	18/19 FY MEMBERSHIPS
115512	11076	CRIME SCENE CLEANERS INC	08/23/18	70.00	HAZ WASTER CLEAN UP
115513	10649	FORMOSA ELECTRIC CORP	08/23/18	121.00	OVERPAYMENT REFUND
115514	10793	ELIZABETH GUIDRY	08/23/18	150.00	RENTAL DEPOSIT REFUND
115515	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	08/23/18	111.25	PH NOTICES
115516	1778	DISCOUNT SCHOOL SUPPLY	08/23/18	918.51	SUPPLIES FOR LICENSED CHILD CARE.
115517	10478	EUGENE'S HOME APPLIANCE SERVICE	08/23/18	1,847.18	APPLIANCE REPAIR
115518	10642	FASTENAL COMPANY	08/23/18	9.97	FLEET SUPPLIES
115519	11027	FITGUARD, INC	08/23/18	95.00	FITNESS EQUIP MAINT
115520	9338	CITY OF FOSTER CITY	08/23/18	7,962.00	BAERS ANNUAL MEMBERSHIP AND CALOPPS ANNU
115521	11361	GEORGE EMMETT	08/23/18	245.78	EXPENSE REIMBURSEMENT
115522	275	GOVERNMENT FINANCE OFFICERS ASSOCIATION	08/23/18	305.00	GFOA MEMBERSHIPS
115523	167	HARRIS COMPUTER SYSTEMS	08/23/18	3,393.89	ANNUAL HARRIS SELECT SUPPORT
115524	4607	HAYWARD POLICE DEPARTMENT RANGE PROGRAM	08/23/18	1,250.00	RANGE FEES
115525	4845	HINDERLITTER DELLAMAS & ASSOCIATES	08/23/18	300.00	TRANSACTION TAX
115526	11546	INDUSTRIAL PLUMBING SUPPLY, LLC.	08/23/18	206.03	SILLIMAN PLUMBING SUPPLIES
115527	187	INDUSTRIAL SAFETY SUPPLY CORPORATION	08/23/18	568.91	SAFETY SUPPLIES
115528	11501	INFORMATION TECHNOLOGY DEPT. ALAMEDA COU	08/23/18	530.61	RADIO REPAIR/MAINT FY 17/18
115529	9687	J.J. KELLER & ASSOCIATES, INC.	08/23/18	995.00	TRAINING SITE LICENSE
115530	6690	KELLY MOORE PAINTS	08/23/18	37.28	PAINT FOR BUILDINGS
115531	10486	SHAKATI KHALSA	08/23/18	192.00	RECREATION CONTRACT
115532	293	LANGUAGE LINE SERVICES INC	08/23/18	197.63	INTERPRETATION SVCS
115533	3644	RELX INC. DBA LEXISNEXIS	08/23/18	176.00	ONLINE LEGAL RESOURCE SUBSCRIPTION
115534	11271	MASAKOS MUSIC STUDIO MASAKO YAMAMOTO	08/23/18	521.40	RECREATION CONTRACT
115535	11357	MISSION UNIFORM SERVICE	08/23/18	1,503.40	MATS, TOWELS AND UNIFORMS
115536	5046	MOTOROLA SOLUTIONS, INC	08/23/18	1,817.46	PORTABLE RADIO BATTERIES
115537	325	NEWARK UNIFIED SCHOOL DISTRICT BUSINESS	08/23/18	289.12	2018-20 BIENNIAL BUDGET PRINTING
115538	327	OCCU-MED LTD	08/23/18	60.00	PRE-EMPLOYMENT PHYSICALS
115539	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	08/23/18	125.00	PEST CONTROL
115540	11573	REYES COCA-COLA BOTTLING LLC.	08/23/18	1,429.60	CAFE AND PARTY DRINKS
115541	1282	EDDA RIVERA	08/23/18	42.47	EXPENSE REIMBURSEMENT
115542	2752	SSDTTF	08/23/18	453.00	PATROL POST TRAINING
115543	11296	SIGNATURE CARPET ONE	08/23/18	3,059.00	PROJECT 1163 FLOORING
115544	11098	SILVER & WRIGHT LLP	08/23/18	9,945.23	LITIGATION & LEGAL CONSULTING SRVCS
115545	220	SONITROL	08/23/18	2,106.00	REGULAR MONITORING OF SECURITY CAMERAS
115546	503	STANDARD INSURANCE COMPANY	08/23/18	664.21	EMPLOYEE LIFE INSURANCE AND AD&D COVERAG
115547	40	STAPLES ADVANTAGE DEPT LA	08/23/18	1,693.50	OFFICE SUPPLIES

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115548	9476	YSERCO INC	08/23/18	1,028.00	SILLIMAN CONTRACTUAL SVCS
115549	11642	TIAA COMMERCIAL FINANCE, INC.	08/23/18	432.92	COPIER LEASE AGREEMENT (KBA)
115550	5246	TURF STAR, INC.	08/23/18	2,352.14	FLEET PARTS
115551	10968	UTILITY TELEPHONE	08/23/18	16,829.74	UTILITY TELEPHONE PHONE AND WAN SERVICE
115552	5050	WEST COAST ARBORISTS INC	08/23/18	810.00	EMERGENCY BRANCH REMOVAL
115553	11466	YORK RISK SERVICES GROUP ATTN: CLIENT TR	08/23/18	10,000.00	WORKERS COMPENSATION CLAIMS #NEWA-0525
115554	11466	YORK RISK SERVICES GROUP ATTN: CLIENT TR	08/23/18	15,000.00	WORKERS COMPENSATION CLAIMS #NEWA-1347
115555	11466	YORK RISK SERVICES GROUP ATTN: CLIENT TR	08/23/18	50,000.00	WORKERS COMPENSATION CLAIMS #NEWA-1347
115556	11466	YORK RISK SERVICES GROUP ATTN: CLIENT TR	08/23/18	25,000.00	WORKERS COMPENSATION CLAIMS #NEWA-1347
115557	11466	YORK	08/23/18	3,028.92	WORKERS COMPENSATION ADMINISTRATION FEES
Total				182,148.55	

Final Disbursement List. Check Date 08/31/18, Due Date 09/10/18, Discount Date 09/10/18. Computer Checks.  
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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115558	10736	ABACUS PRODUCTS INC	08/31/18	804.62	CITY LETTERHEAD/ENVELOPES
115559	1774	AIRGAS USA, LLC	08/31/18	1,777.89	RENTAL TANKS AND EQUIPMENT
115560	344	ALAMEDA COUNTY WATER DISTRICT	08/31/18	122.34	WATER FOR SWEEPER TRUCK
115561	284	INFORMATION TECHNOLOGY DEPARTMENT ATTN:	08/31/18	3,393.07	AWS ACCESS FEE
115562	14	ALPINE AWARDS	08/31/18	21.40	DEPARTMENT AWARDS
115563	10691	APPLIED CONCEPTS INC	08/31/18	16.23	TRAFFIC SUPPLIES
115564	348	AT&T	08/31/18	114.25	ATT TELECOM & T1 TO FS
115565	11433	AUTOWISE	08/31/18	1,143.70	FLEET SERVICE
115566	4534	BAY AREA BARRICADE SERVICE INC	08/31/18	104.27	SIGNS AND HARDWARE
115567	11625	BAY AREA TEMPORARY SANITATION, INC. ATTN	08/31/18	746.30	BATHROOMS FOR REC EVENT
115568	11561	BAYSIDE HEATING & AIR CONDITIONING, INC.	08/31/18	9,995.00	PROJECT 1152 SILLIMAN HVAC
115569	3046	BEEELINE GLASS CO INC	08/31/18	53.78	GLASS REPAIR
115570	6630	BOUNDTREE MEDICAL LLC	08/31/18	979.75	OVERDOSE KITS
115571	1513	BURTON'S FIRE INC	08/31/18	1,561.26	FIRE TRUCK SUPPLIES/PARTS
115572	11550	CAL ENGINEERING & GEOLOGY, INC.	08/31/18	15,939.70	CIP #1192 SPORTSFIELD TURF FIELDS AND #1
115573	11286	CAL PERS FISCAL SERVICES DIVISION	08/31/18	357,780.00	2018/19 ARC
115574	923	CALIFORNIA DEPARTMENT OF PUBLIC HEALTH	08/31/18	3,127.00	FY18-19 RADIOACTIVE MATERIALS LICENSE FE
115575	10261	CARBONIC SERVICE	08/31/18	250.37	CARBON DIOXIDE
115576	5337	CDW GOVERNMENT INC	08/31/18	3,597.25	50 LG MONITORS #2019-5
115577	33	CENTRAL TOWING & TRANSPORT LLC	08/31/18	481.60	TOWING SVCS
115578	214	CENTRAL VETERINARY HOSPITAL	08/31/18	431.25	VET SVCS
115579	6304	CLASSIC GRAPHICS T & J LEWIS INC	08/31/18	3,060.17	HUMVEE DECALS
115580	9934	COMCAST SPOTLIGHT	08/31/18	1,484.79	COMMERCIAL AIRTIME 2018
115581	7633	CONTRA COSTA COUNTY SHERIFF'S OFFICE LAW	08/31/18	349.00	PATROL POST TRAINING
115582	11076	CRIME SCENE CLEANERS INC	08/31/18	70.00	HAZ WASTER CLEAN UP
115583	10650	DENNIS FINDLEY	08/31/18	1,000.00	DANCE PERMIT DEPOSIT REFUND
115584	10650	IMRAAN MOHAMMED	08/31/18	176.00	BUSINESS LICENSE FEE REFUND
115585	10649	SAGEBRUSH CABLE ENGINEERING	08/31/18	1,000.00	PERFORMANCE BOND RTN EP# 2016-0309
115586	10793	EDUARD VILLANUEVA	08/31/18	300.00	RENTAL DEPOSIT REFUND
115587	10793	VICTORIA ELAZIGUE	08/31/18	300.00	RENTAL DEPOSIT REFUND
115588	10793	BRIGHT HORIZON CHINESE SCHOOL	08/31/18	100.00	RENTAL DEPOSIT REFUND
115589	10793	BAY AREA CHILD CARE CENTERS	08/31/18	100.00	RENTAL DEPOSIT REFUND
115590	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	08/31/18	277.50	CIP #1222 CITYWIDE THERMOPLASTIC STREET
115591	7183	DEMARAY'S GYMNASTICS ACADEMY	08/31/18	1,157.00	RECREATION CONTRACT
115592	2135	DEPARTMENT OF INDUSTRIAL RELATIONS PAYME	08/31/18	195.00	SLIDE INSPECTIONS
115593	3130	DOWNTOWN FORD SALES	08/31/18	50,963.18	FORD ESCAPE
115594	11404	ALHAMBRA	08/31/18	647.47	WATER SERVICE
115595	10575	ALHAMBRA	08/31/18	97.06	WATER SERVICE FOR SDC
115596	10478	EUGENE'S HOME APPLIANCE SERVICE	08/31/18	1,279.96	APPLIANCE REPAIR
115597	522	FEDEX	08/31/18	146.55	FEDEX CHARGES
115598	11112	FREMONT CHRYSLER DODGE JEEP RAM	08/31/18	405.80	FLEET PARTS
115599	10707	GYM DOCTORS	08/31/18	150.00	MONTHLY GYM MTC.
115600	10771	RODERICK HOGAN	08/31/18	4,059.12	ADPP - 08/08-08/31/18
115601	10663	HOSE & FITTING ETC	08/31/18	18.70	FLEET SUPPLIES
115602	69	HULBERT LUMBER & SUPPLY	08/31/18	234.12	LUMBER
115603	11443	HIROSHI ICHIMURA	08/31/18	1,321.80	RECREATION CONTRACT
115604	11562	JEFF'S MOBILE GLASS INC.	08/31/18	40.00	FLEET GLASS REPAIR
115605	11402	JESSICA RIVAS	08/31/18	888.54	EXPENSE REIMBURSEMENT
115606	11577	KBA DOCUSYS INC.	08/31/18	333.83	COPIER LEASE AGREEMENT (COPIES)
115607	5069	KIDZ LOVE SOCCER	08/31/18	8,815.20	RECREATION CONTRACT
115608	11492	KIER & WRIGHT CIVIL ENGINEERS AND SURVEY	08/31/18	11,899.22	CIP #1220 SKATE PARK AND CIP #1221 SPORT

Final Disbursement List. Check Date 08/31/18, Due Date 09/10/18, Discount Date 09/10/18. Computer Checks.

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Check#	MICR Vendor Number	Payee	Check Date	Check Amount	Description
115609	277	LAKESHORE LEARNING MATERIALS	08/31/18	1,160.22	SUPPLIES FOR LICENSED CHILD CARE.
115610	80	LYNN PEAVEY COMPANY	08/31/18	159.79	EVIDENCE SUPPLIES
115611	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	08/31/18	379.44	EMPLOYEE ASSISTANCE PROGRAM
115612	10907	MICHAEL YORKS	08/31/18	3,075.00	BACKGROUND INV
115613	10865	NEW IMAGE LANDSCAPE	08/31/18	16,205.00	MISC IRRIGATION REPAIR
115614	5681	OMNI-MEANS LTD DEPT LA 24696	08/31/18	11,214.25	TRAFFIC ENGINEERING AND TRANSPORTATION P
115615	349	PACIFIC GAS & ELECTRIC	08/31/18	20,812.76	CITY ELECTRICITY AND GAS
115616	11551	PAVEMENT COATINGS CO.	08/31/18	2,871.61	CIP PROJECT 1142: SLURRY SEAL AND CIVIC
115617	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	08/31/18	644.00	PEST CONTROL
115618	8813	PROFORCE LAW ENFORCEMENT	08/31/18	142.41	TASER SUPPLIES
115619	9811	REDFLEX TRAFFIC SYSTEMS	08/31/18	18,800.00	REDLIGHT CAMERA MONITORING
115620	11188	CONRAD RODGERS	08/31/18	5,265.76	ADPP - 08/18
115621	11074	RUTAN & TUCKER LLP	08/31/18	1,467.34	LITIGATION & LEGAL CONSULTING SRVCS
115622	112	WILLE ELECTRICAL SUPPLY CO INC	08/31/18	778.11	LIGHT BULBS
115623	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	08/31/18	175.00	DNS AND MAIL FILTERING
115624	7885	SLOAN SAKAI YEUNG & WONG LLP	08/31/18	1,026.50	LEGAL ADVICE FEES
115625	11533	ST. FRANCIS ELECTRIC. LLC.	08/31/18	29,603.30	STREETLIGHT MAINTENANCE
115626	10883	THE TACTICAL ADVANTAGE POLICE SUPPLY	08/31/18	150.52	AMMUNITION
115627	2342	TELEPATH CORPORATION	08/31/18	15,484.18	PROJECT #2017-28 BUILD OUT OF VEHICLE
115628	1765	TEMPERATURE TECHNOLOGY INC.	08/31/18	21,140.40	PROJECT 1144 CITY WIDE HVAC
115629	10586	JAMES C WHEELER DBA TOTAL AQUATIC MANAGE	08/31/18	400.00	AUDIT, INSPECTION & TESTING FY 18/19
115630	7517	U S FOODS INC SAN FRANCISCO	08/31/18	1,773.50	FOOD FOR CAFE
115631	10998	GARY M SHELDON VBS SERVICES	08/31/18	900.00	BLOOD WITHDRAWAL SVC
115632	5623	VERIZON WIRELESS	08/31/18	5,698.61	CELL SVC FOR MDT'S
115633	11160	VIEVU	08/31/18	34,242.00	BODY CAMERA EQUIP REPL #2018-18
115634	5050	WEST COAST ARBORISTS INC	08/31/18	5,971.10	EMERGENCY TREE WORK
115635	8714	WESTERN PACIFIC SIGNAL LLC	08/31/18	399.13	CIP #1225 TRAFFIC SIGNAL ACCESORIES
115636	7308	THE GOODYEAR TIRE & RUBBER COMPANY	08/31/18	4,111.85	TIRES
115637	11466	YORK RISK SERVICES GROUP ATTN: CLIENT TR	08/31/18	79,100.71	WORKERS COMPENSATION CLAIMS #NEWA-0544
Total				776,463.53	

**M.1 Closed Session for conference with legal counsel on existing litigation pursuant to Government Code Section 54956.9(d)(1) *Conrad Rodgers v. City of Newark, et. al* Workers Compensation Appeals Board, Case Numbers: ADJ10840163 – from Human Resources Director Abe.**

**Background/Discussion** – City staff has requested a closed session to discuss existing litigation pursuant to Government Code Section 54956.9(d)(1).