



**City of Newark – Newark Unified School District
Liaison Committee**



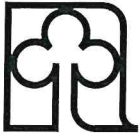
Monday, September 9, 2019, at 5:30 p.m.

**SPECIAL MEETING
City of Newark
City Administration Building
City Council Chambers, 6th Floor
37101 Newark Boulevard
Newark, CA 94560**

AGENDA

- A. ROLL CALL**
- B. MINUTES**
 - B.1 Approval of Minutes of April 15, 2019**
- C. OLD BUSINESS**
 - C.1 Discuss MacGregor Fields Licensing Agreement – Superintendent Sanchez and City Manager Benoun**
 - C.2 Discuss staging earthquake supplies at school sites – Superintendent Sanchez and City Manager Benoun**
- D. NEW BUSINESS**
 - D.1 Census – Superintendent Sanchez and City Manager Benoun**
 - D.2 Discuss providing multi-cultural presentations / performances for students – Committee Member Collazo**
 - D.3 Update on enrollment for 2019/2020 – Superintendent Sanchez**
 - D.4 Schedule next meeting – City Manager Benoun**
- E. PUBLIC COMMENT**
- F. ADJOURNMENT**

Agendas are posted pursuant to Government Code Section 54954.2. Pursuant to Government Code 54957.5: Supplemental materials distributed less than 72 hours before this meeting, to a majority of the City Liaison Committee, will be made available for public inspection at this meeting and at Newark Unified School District, 5715 Musick Avenue., and Newark City Hall, 37101 Newark Blvd., Newark during normal business hours. Materials prepared by City or school staff and distributed during the meeting are available for public inspection at the meeting or after the meeting if prepared by some other person. Assistance will be provided to those requiring accommodations for disabilities. Please submit your accommodation request to the City Clerk at least two business days before the meeting at city.clerk@newark.org or 510-578-4266.



**City of Newark – Newark Unified School District
Liaison Committee**



Monday, April 15, 2019, at 5:30 p.m.

**Newark Unified School
District Boardroom
5715 Musick Avenue
Newark, CA 94560**

MINUTES

A. ROLL CALL

Chair Gutierrez called the meeting to order at 5:35 p.m.

Present were Committee Members Collazo, Hannon and Chair Gutierrez. Committee Member Rodriguez was noted absent. Alternate Zhang, City Manager Benoun and Superintendent Sanchez were also present.

B. MINUTES

B.1 Approval of Minutes of January 29, 2019.

Committee Member Collazo moved, Committee Member Hannon seconded to approve the minutes. The motion passed, 4 AYES.

C. OLD BUSINESS

C.1 Update on the status of the MacGregor Playfields agreement.

Superintendent Sanchez reported that the licensing agreement is almost finished, but needs further editing. City Manager Benoun agreed.

Committee Member Hannon moved, Committee Member Collazo seconded, to continue discussion to the next Liaison Committee meeting to finalize the agreement. The motion passed 4 AYES.

D. NEW BUSINESS

D.1 Consideration of a request from the public to place earthquake supply staging at school sites for Liaison Committee discussion on a future meeting.

Cindy Parks addressed the Committee on the need for the NUSD and the City to work together to provide uniform emergency supplies at all the schools to service the community in case of an earthquake. She asked if there was developer money available for this.

Committee Member Collazo asked if there were containers available at the school sites for storing supplies. She said she did not know if developer funds were available for this use.

City Manager Benoun stated he did not think there are any development impact fees available to fund this request, but there is also the possibility of federal funds; he would have staff investigate. He cautioned against further discussion as the purpose of this item was to add discussion of this topic to a future agenda.

Committee Member Hannon requested that this item be continued to the next Liaison Committee meeting for discussion and asked that school district and city staff provide some background information and revenue options to explore.

D.2 New School Site Area 3 – What are the potential actions the school district can take for that piece of land to be granted to NUSD.

Committee Member Zhang said he understood there is a seven-year time frame for the construction of a school and wanted to know how much time was left since the first permit was pulled for Sanctuary Village. He also wanted to know what funding options the school district could explore as far as a new school.

City Manager Benoun explained the timeline and process of the New School Site Area 3. The school district has 7 years from August 2018 to begin construction of a permanent school campus. If after 7 years the district has not begun the construction of a new school, the land will go back to the developer and a payment will be made to the City.

Committee Member Zhang asked about the funding source. Superintendent Sanchez communicated that no decisions have been made. He indicated the Board is wrestling with declining enrollment and deficit spending. To begin building, the District would need to look at a bond or sales of currently owned property. Committee members discussed potential funding options.

Chair Gutierrez asked if there was a specific type of school to be built. City Manager Benoun communicated that the development agreement says six acres of land for the development of an elementary school.

Member Zhang asked what would be the rough estimate of construction costs in 6-7 years to build a school in Area 3. Superintendent Sanchez said roughly \$45 to \$60 million depending on the structure. A K-8 model could accommodate around 800 students; generally, with that space, not more than 1,000 students.

During public comment Mr Knoop stated that while the City has been very generous in negotiating this land for a school, the District has to consider if it is a viable option because enrollment in the last 10 years has gone down 14% which is the highest school district shrinkage in Alameda County. He questions the justification of building a new school when maybe the District should consider closing a school.

D.3 Children's Innovation Center – Ms. Shanti Balaraman.

Ms. Shanti Balaraman gave a presentation to the committee regarding the Children's Innovation Center.

The Children's Innovation Center is a program of Green Kids Now, Inc., a non-profit organization established in 2009 whose mission is to build responsible innovators and change makers.

Committee Member Hannon thanked Ms. Balaraman for her presentation and her forward thinking for getting children motivated.

Chair Gutierrez also thanked Ms. Balaraman for her presentation and recognized the need to get all children prepared for the future. She asked Ms. Balaraman if she wanted to actually teach the students or teach the staff to implement the program. Ms. Balaraman said that ideally this would be an after school program taught by professionals.

Superintendent Sanchez said NUSD is moving toward applied academics. It takes time, but the District is starting to build momentum.

Committee Member Zhang said that today's five biggest companies are high tech and one of his priorities is to prepare all students for the new economy.

E. PUBLIC COMMENT

Mr. Knoop addressed the committee regarding the agenda and keeping it relevant to the committee. Committee Member Hannon stated that if members of the community had ideas for discussion they are welcome to email their suggestions to City Manager Benoun or Superintendent Sanchez.

F. ADJOURNMENT

The committee members scheduled the next meeting for Monday, September 9, 2019, in the City Council Chamber, City Administration Building.

Future Agenda Items:

Mac Gregor Fields Licensing Agreement

Earthquake Supplies

Census

Multi-Cultural Presentations/Performances for students

Chair Gutierrez adjourned the meeting at 6:36 pm.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**License**”) is entered into this (**Date TBD**) (the “Effective Date”), by and between the CITY OF NEWARK, CALIFORNIA, a municipal corporation hereinafter referred to as “**City**”, and the NEWARK UNIFIED SCHOOL DISTRICT, hereinafter referred to as “**District**” (City and District are individually referred to as “**Party**” and collectively referred to as “**Parties**”).

RECITALS

WHEREAS, the City and District entered into that certain School Playfield Development and Maintenance Agreement dated (**Date TBD**) (the “**Agreement**”); and the District.

WHEREAS, the Agreement, in summary, authorized the City to construct and maintain a playfield and a parking lot commonly known as the MacGregor School Playfields and, in exchange, District leased to City said premises for one **dollar (\$1.00) per year for five (5) years**; and

WHEREAS, the purpose of the Agreement was to provide “wholesome recreation facilities for the residents of Newark”; and

WHEREAS, the Agreement further recognized that the construction and maintenance of the playfields would provide a “benefit to the City of Newark and the Newark Unified School District as well as the citizens of Newark”; and

WHEREAS, the Parties recognize that the playfields continue to be a benefit to the City, District, and citizens and residents of Newark by providing recreational facilities to organizations such as the Newark Soccer League and Newark Little Leagues, and by providing a venue to host the City’s annual birthday celebration commonly known as “Newark Days”; and

WHEREAS, the Parties wish to reaffirm their commitment to providing recreational amenities to the residents of Newark and therefore wish to continue this longstanding arrangement by entering into this License.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. GRANT OF LICENSE

Pursuant to the terms and conditions of this License, the District provides a revocable, non-exclusive license to the City for that particular playfield and parking lot on property commonly known as 35777 Cedar Boulevard in Newark, California, as more specifically outlined with a dashed line in *Exhibit A* (referred to in this Agreement as “**MacGregor School Playfields**”), for the sole purpose of allowing the City access to the athletic fields for programming consistent with the intent of this License. City shall be responsible for all costs and services relating to City’s operations.

2. **TERM**

This License commences on the Effective Date of (Date TBD, 2019) and terminates on (Date TBD, 2024) (the “**Term**”), unless such Term is earlier terminated as provided in this License. The Term of this License shall be automatically extended for one (1) three (3) year period upon the same terms and conditions of this License commencing immediately upon the expiration of the Term, subject to the option of either Party to not renew this License upon one hundred eighty (180) days advance written notice to the other Party prior to expiration of the Term. Either Party may revoke this License for any reason upon one hundred eighty (180) days advance written notice to the other Party. Upon termination of this License for any reason, or at the expiration of the Term hereof, the City shall remove all City-owned portable equipment from the MacGregor School Playfields. Any fixtures or capital improvements installed shall remain on the MacGregor School Playfields.

3. **RENT**

City shall pay annual rent in the amount of one dollar (\$1.00) to the District on the Effective Date, and on each anniversary of the Effective Date during the Term.

4. **USE OF MACGREGOR SCHOOL PLAYFIELDS**

The District licenses the MacGregor School Playfields to the City for purposes of (1) providing playfields to Newark residents and community sports organizations, including, but not limited to, Newark Soccer Club and Newark Little Leagues; and (2) for hosting Newark Days pursuant to Chapter 8.34 of the Newark Municipal Code (“**Newark Days**”). No other uses by the City are permitted except by prior written consent of the District.

Newark Days shall be given first priority for purposes of scheduling activities at the MacGregor School Playfields. Newark Days is held the second weekend following the Labor Day weekend, with activities commencing on Thursday evening and concluding on Sunday evening.

City shall manage the scheduling of the MacGregor School Playfields, and shall provide the contact information to the District of the City employee in charge of scheduling. City may only schedule City use of the MacGregor School Playfields when not in conflict with Newark Days or the District’s scheduled use of the MacGregor School Playfields.

District shall notify the City of any District need to use the MacGregor School Playfields and City shall schedule the District’s request, provided the City has not already scheduled another use for the MacGregor School Playfields.

Notwithstanding any of the provisions in this License, the area identified as the Limited Access Area(s) on *Exhibit A* may not be used by City during school hours as set by the District’s official calendar, except for maintenance activities performed by the City or the City’s contractors. The City may only schedule use of the Limited Access Area(s) during non-school hours.

District makes no representations of any kind as to the conditions of, on or under the MacGregor School Playfields. City is familiar with the current condition of the MacGregor School Playfields and accepts the MacGregor School Playfields in their "as is" condition. District has no responsibility to make any modifications to the MacGregor School Playfields that may be required for the City's use. Furthermore, District makes no representations or warranties regarding the fitness or suitability of the MacGregor School Playfields for City's intended use of same.

5. SAFETY AND SECURITY

With the exception of District students or other persons who are under direct District supervision or are otherwise using the MacGregor School Playfields with the District's consent, and except as otherwise provided in this License, City shall be solely and completely responsible for the safety of all persons and property when using the MacGregor School Playfields pursuant to this Agreement.

6. USER FEES

Any user fee charged by the City shall be in compliance with all applicable laws.

7. MAINTENANCE

City shall, at its own cost, provide maintenance to the MacGregor School Playfields, including but not limited to mowing, fertilization, irrigation, irrigation repairs, aeration, weed management, insect and rodent control, repairing damage from heavy use or vandalism, and other work as necessary to keep the MacGregor School Playfields in reasonably good playing condition. City shall maintain the MacGregor School Playfields at the same standard that the City maintains for other City-owned natural surface playfields.

City shall also, at its own cost (1) maintain the backstops and goalposts in reasonably good working order; (2) provide trash pick-up and disposal on at least a weekly basis; (3) provide maintenance of the MacGregor School Playfields' parking lot (including curbs); and (4) maintain the park signage as identified in "Exhibit A" in reasonable order.

8. IMPROVEMENTS

Other than the maintenance and repairs described above, the City shall make no alterations, improvements, or modifications ("Improvements") to the MacGregor School Playfields without the prior written consent of the District. Prior to commencing any Improvements, the City shall provide the District's Superintendent or designee with drawings, plans, and specifications for its proposed Improvements for the District's review, and shall obtain the District's written approval. Such submission shall include the estimated dates for commencement and completion of the proposed Improvements and shall identify those Improvements, which require the approval of the California Division of the State Architect ("DSA") or another state agency.

Except as set forth herein or expressly agreed in writing by the Parties, the City shall be solely responsible for all of the costs and expenses related to Improvements, including but not limited to the costs of planning, permitting, design, engineering, architectural services,

and construction of Improvements. All Improvements completed by the City hereunder shall be compliant with all applicable law. All contracts for construction of the Improvements shall provide for compliance with all applicable laws regarding the construction of public works projects, including but not limited to, the payment of prevailing wage.

The District agrees to reasonably cooperate with the City, at no cost to District, to secure DSA approval of the Improvements as well as all other permits and required approvals (“Governmental Approvals”). However, the City acknowledges that it assumes full responsibility for securing and maintaining all such Governmental Approvals, and for the costs and expenses incurred in securing and maintaining the same.

The District agrees to take such actions as are reasonably necessary to facilitate planning, construction, and all activities attendant to the Improvements, including granting rights of entry onto the MacGregor School Playfields to the City, its contractors, and consultants, so long as such actions: are at no cost to District; comply with all applicable laws; and do not disrupt or interfere with school operations or activities at Whiteford Pre-School and Newark Adult Education. During school hours, the City’s contractors and consultants will comply with District and school rules and regulations regarding the presence of visitors on campus, and shall check in at the school office prior to entering campus for work other than regular maintenance activity occurring at the MacGregor School Playfields.

9. LIENS AND CLAIMS

City shall promptly pay in full all costs associated with any alterations installed or constructed by or on behalf of City, and any costs associated with any furnishings City shall cause to be delivered to the MacGregor School Playfields. City shall also timely pay in full all persons who perform labor or provide materials. If any mechanics’ or materialmen’s liens or any other liens or claims for any work done or items furnished at City’s request are filed against the MacGregor School Playfields, City shall promptly remove the liens and claims at City’s own expense. If City fails to remove the liens or claims and any judgment is entered thereon or thereunder, City shall pay that judgment. Should City fail, neglect, or refuse to remove any such liens or claim or to pay any judgment, District shall have the right to pay any amount required to release any such liens or claims, or to defend any action brought on the liens or claims and to pay any judgment entered on the liens or claims, and City shall be liable to District for all costs, damages, reasonable attorneys’ fees, and any amounts expended in defending any proceedings or in the payment of any of said liens or claims or any judgment obtained therefore. District may record, post and maintain upon the facilities a notice of non-responsibility. City shall not encumber by any security instrument, all or a part of City’s interest under this License without the prior written consent of District, and upon such terms and conditions as District may require.

10. DAMAGE TO MACGREGOR SCHOOL PLAYFIELDS

Any damage to the MacGregor School Playfields, resulting from misuse or abuse by the District, its employees, volunteers, contractors, students, or invitees shall be the responsibility of the District and shall be repaired or replaced by the District or its qualified licensed contractor. Before any work is performed, District will notify the City as to the

necessary repairs and the identity of the District's contractor for appropriate coordination.

Any damage to the MacGregor School Playfields resulting from misuse or abuse by City, its employees, volunteers, contractors, or invitees, including all Newark Days activities, shall be the responsibility of the City and shall be repaired or replaced by the City or a qualified licensed contractor. Before any work is performed, City will notify the District as to the necessary repairs and the identity of the contractor.

Any damage to the MacGregor School Playfields caused by parties other than those identified in the previous paragraphs, or caused by weather or other natural forces, shall be reported by City to the District as soon as reasonably practical following discovery by the City. Any necessary repairs or replacement as a result of such damage shall be the responsibility of the City

11. UTILITIES

City shall be solely responsible for paying for the service of water and electric utilities furnished to, or used for, the MacGregor School Playfields (collectively, "Utility Expenses") during the term of this License. For any Utility Expense directly invoiced or billed by the utility to the City, the City shall pay it as required by the utility.

For any Utility Expense directly invoiced or billed by the utility to the District, the City shall pay the District for such Utility Expense within forty-five (45) days of written notice from the District. The written notice shall be included on District letterhead and include a copy of the billing statement from the utility to support the invoice from the District. The MacGregor School Playfields are served by separate meters, however, if the amount of the Utility Expense to be paid by the City is not clear from the utility's invoice or bill, the City shall pay the City's share of the invoice or bill as reasonably estimated by the District and agreed upon by City based upon factors such as size of the MacGregor School Playfields and intensity of use of such utilities by City such that City shall pay the portion of such charges reasonably consistent with City's use of such utilities and similar services..

12. MUTUAL INDEMNIFICATION

To the fullest extent permitted by law, each Party to this License shall hold harmless, defend and indemnify the other Party, its elected officials, respective governing board, officers, employees and agents from and against any and all claims, demands, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from a Party's negligent and/or intentional misconduct in the performance of services under this License, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the respective Party's performance of this License (collectively, "Liabilities"). Each Party may participate in the defense of any such claim without relieving the other Party of any obligation hereunder. The indemnity, defense, and hold harmless obligations set forth herein shall survive the termination of this License.

13. INSURANCE

{SR336701}

Coverage Required. Before the execution of this License, and during the Terms thereof, each Party shall obtain and maintain, at its sole cost and expense, the following insurance policies covering the MacGregor School Playfields, and each Party's use of the MacGregor School Playfields, provided by an insurance company reasonably acceptable to the other Party:

- Commercial General Liability, using a standard ISO CG 00 01 occurrence form, including premises, operations, products and completed operations and contractual liability with limits not less than One Million Dollars (\$1,000,000) per Occurrence, Two Million Dollars (\$2,000,000) General Aggregate and Two Million Dollars (\$2,000,000) Products Completed Operations Aggregate for bodily injury, personal injury, and property damage.
- Automobile liability insurance for bodily injury, personal injury and property damage for vehicles owned, non-owned, or hired, with policy limits or not less than One Million Dollars (\$1,000,000) combined single limit covering all officers, agents, employees and contractors of Licensee involved in providing Licensee's Services at the MacGregor School Playfields.
- Workers' Compensation, Employer Liability. Workers' Compensation insurance as required by law and Employer's Liability insurance in an amount not less than the statutory requirements.

Other Agreements. If there is any other written agreement or agreements between the District and the City that obligates the City to have different policy limits, then the City shall hold the highest of the policy limits required by the agreements.

Property Insurance. District shall maintain property insurance against fire, vandalism, malicious mischief and such other additional perils as now are or hereafter may be included in a standard "All Risks" coverage, including coverage for earthquake and sprinkler leakage.

Insurance Policy Criteria. All policies of insurance required to be carried by the City shall be written by responsible insurance companies authorized to do business in the State of California, rated no less than the standard that the District requires for the schools within its boundaries (A.M. Best, A-, VII, or better), or the equivalent provided through a risk-pooling joint powers authority operating pursuant to Government Code section 6500, et seq. Any insurance required of the City hereunder may be furnished by the City pursuant to a blanket policy carried by it or under a separate policy.

Copies of Policies. A true and exact copy of each paid-up policy evidencing insurance or a certificate of the insurer, certifying that a policy has been issued, providing the coverage required and containing the provisions specified herein, shall be delivered to District prior to the Effective Date, and upon renewals, not less than thirty (30) days prior to the expiration of such coverage. Any policy provided by the City under this License shall be occurrence based, not "claims made." In addition, District shall be named as an additional insured on the liability policies. District may, at any time and from time to time, upon

reasonable notice to the City and at no cost to the City, inspect and/or copy any and all insurance policies required hereunder.

Liability. In no event shall the policies required hereunder be considered as limiting the liability of the City under this License.

City may meet these insurance requirements through self-insurance.

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

14. NO PROPERTY INTEREST

This License does not create any interest for City in the MacGregor School Playfields or any property owned or maintained by the District, and is not coupled with any property interest or other interest. The License is personal to City and is not assignable without first obtaining District's consent, which consent may be withheld in District's sole discretion.

15. EVENT OF DEFAULT

An Event of Default under this License shall occur if any Party fails to comply with any of the covenants or obligations hereunder and does not cure such failure within thirty (30) days after receipt of written notice thereof (or fails to commence to cure such default within such thirty (30) day period and thereafter fails to proceed with due diligence to cure such default). Upon the occurrence of an Event of Default hereunder, the non-defaulting Party may terminate this License by giving written notice, and the Parties may pursue all remedies at law or in equity, expressly including the remedy of specific performance of this License.

16. NOTICES

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

City:

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

with a copy to:

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

District:

Superintendent of Schools
Newark Unified School District
5715 Musick Avenue
Newark, CA 94560

17. COMPLIANCE WITH LAWS

{SR336701}

City, at its sole cost and expense, shall comply with all applicable local state and federal laws pertaining to the use, operation and management of the MacGregor School Playfields. City shall not itself use the License for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the MacGregor School Playfields which would result in a nuisance or a violation of law. City shall use its best efforts to not permit any permittees, licensees, guests or invitees to use the MacGregor School Playfields for any unlawful purpose or perform, permit or suffer any act of omission or commission upon or about the MacGregor School Playfields which would result in a nuisance or a violation of law.

18. ENTIRE AGREEMENT

This License constitutes the entire agreement between City and District relative to the MacGregor School Playfields and this License, and this License may be altered or amended only by an instrument in writing signed by both City and District and approved by their governing bodies. City and District agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the MacGregor School Playfields are merged in or revoked by this License.

19. SEVERABILITY

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

20. WAIVER

The failure by either Party to enforce any term or provision of this License shall not constitute a waiver of that term or provision, or any other term or provision. No waiver by either party of any term or provision of this License shall be deemed or shall constitute a waiver of any other provision of this License, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.

21. HEADINGS

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

22. GOVERNING LAW; VENUE

This License shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any legal action filed in connection with this License shall be filed in the Superior Court of Alameda County, California.

23. EXECUTION IN COUNTERPARTS

This License may be executed in counterparts such that the signatures may appear on separate pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed License. Signatures transmitted by facsimile or electronic mail shall be deemed original signatures.

24. SUBJECT TO APPROVAL BY GOVERNING BODY

This License shall become effective only upon approval or ratification by the respective governing bodies of the Parties.

25. ATTORNEYS' FEES

If a party to this License commences a legal action against the other party to enforce a provision of this License or seek damages related to this License, the prevailing party in the legal action will be entitled to recover from the other party all of its reasonable litigation expense, costs, and fees actually incurred, including reasonable attorneys' and experts' fees.

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

"DISTRICT"
NEWARK UNIFIED SCHOOL DISTRICT

"CITY"
CITY OF NEWARK

By _____

By _____
Mr. David J. Benoun
City Manager

Attest:

Harrington

Ms. Sheila
City Clerk

Approved as to Form:

Mr. Kristopher J. Kokotaylo, Esq.
Interim City Attorney

3222397.2