



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, February 23, 2017

A. ROLL CALL

B. MINUTES

- B.1 Approval of Minutes of the regular City Council meeting of Thursday, February 9, 2017. (MOTION)

C. PRESENTATIONS AND PROCLAMATIONS

- C.1 Introduction of employees.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORT

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

- F.1 Authorization for the Mayor to sign a contractual services agreement with Abbe & Associates for preparation of a Long Term Recycling Plan, assistance with implementing a Commercial Organics Collection Program and audit of Material Stream Reporting – from Administrative Services Director Woodstock. (RESOLUTION)

NONCONSENT

- F.2 Approval of the Newark Pedestrian and Bicycle Master Plan – from Assistant City Manager Grindall and Public Works Director Fajeau. (RESOLUTION)

F.3 Acceptance of the Comprehensive Annual Financial Report (CAFR) for the period ending June 30, 2016 – from Administrative Services Director Woodstock. (MOTION)

F.4 Establishment of a Pension and Other Post-Employment Benefits Policy – from Administrative Services Director Woodstock. (INTRODUCTION OF ORDINANCE)(RESOLUTION)

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

I.1 Consideration of a resolution declaring the City of Newark a Welcoming City – from Vice Mayor Bucci. (RESOLUTION)

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

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

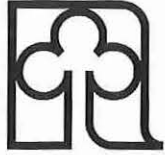
Approval of Audited Demands for the City Council meeting of February 23, 2017. (MOTION)

M. CLOSED SESSION

N. ADJOURNMENT

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

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



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, February 23, 2017

CITY COUNCIL:

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

CITY STAFF:

John Becker
City Manager

Terrence Grindall
Assistant City Manager

Susie Woodstock
Administrative Services Director

Sandy Abe
Human Resources Director

Soren Fajeau
Public Works Director

Jim Leal
Police Chief

David Zehnder
Recreation and Community Services Director

David J. Benoun
City Attorney

Sheila Harrington
City Clerk

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

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

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

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

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

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



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

Minutes

Thursday, February 9, 2017

A. ROLL CALL

Mayor Nagy called the meeting to order at 7:32 p.m. Present were Council Members Hannon, Collazo, Freitas, and Vice Mayor Bucci.

B. MINUTES

B.1 Approval of Minutes of the regular City Council meeting of Thursday, January 26, 2017. **MOTION APPROVED**

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

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Introduction of employees.

Mayor Nagy introduced: Deputy Community Development Director Art Interiano, Deputy Fire Marshall Andrew Lee, and Fire Code Compliance Officer Orlando Aguon.

D. WRITTEN COMMUNICATIONS

D.1 Zoning Administrator referral of an Administrative Special Civic Review for additions to a single-family residence at 5255 Orkney Court.

City Manager Becker gave the staff report noting that this item was review optional.

The City Council concurred with the action of the Zoning Administrator.

E. PUBLIC HEARINGS

F. CITY MANAGER REPORT

Council Member Hannon requested the removal of items F.3 and F.4 for separate consideration.

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

- F.1 Approval of the allocation of anticipated Community Development Block Grant Jurisdiction Improvement Project funds for Fiscal Year 2017-18.**

MOTION APPROVED

- F.2 Acceptance of public improvements for Tract 8165 (Equinox), a 15-unit, 16-lot single-family residential subdivision by Continental Residential, Inc., located on Birch Street between Jacaranda Drive and Peppertree Court.**

RESOLUTION NO. 10587

NONCONSENT

- F.3 Authorization for the Mayor to sign an agreement with Joel Nelson Productions, Inc., for the 2017 Music at the Grove Program.**

RESOLUTION NO. 10588

CONTRACT NO. 17002

Council Member Hannon thanked those involved in making this concert series possible.

Council Member Hannon moved, Council Member Collazo seconded to authorize the Mayor to sign an agreement with Joel Nelson Productions, Inc., for the 2017 Music at the Grove Program. The motion passed, 5 AYES.

- F.4 Authorization for the Mayor to sign a contractual services agreement with Hinderliter, de Llamas and Associates (HdL) for sales, use, tax and transaction tax audit and information services. RESOLUTION NO. 10589 -10590**

CONTRACT NO. 17003

Council Member Hannon stated that he was pleased with the cost of services and the revenue that may be identified through the tax audit.

Council Member Hannon moved, Council Member Collazo seconded to by resolutions, authorize the Mayor to sign a Contractual Services Agreement with Hinderliter, de Llamas and Associates for Sales and Use Tax and Transaction and Use Tax Audit and Information

Services and by separate resolution, authorize the examination of the Transaction (Sales) and Use Tax Records. The motion passed, 5 AYES.

F.5 Amendment of the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Years 2016-2017 and 2017-2018 for General Revisions and Revenue Forecast Increases. RESOLUTION NO. 10591

Administrative Services Director Woodstock gave a presentation on the proposed amendments (on file with City Clerk).

Vice Mayor Bucci moved, Council Member Hannon seconded to amend the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Years 2016-2017 and 2017-2018. The motion passed, 5 AYES.

F.6 Approval to reorganize the Public Works Building Inspection Division by adding an Assistant Building Official and reclassifying one Senior Administrative Support Specialist to Administrative Assistant by amending the Employee Classification Plan, the Compensation and Benefit Plan for City Officials, Management, Supervisory and Professional Employees, and the 2016-2018 Biennial Budget. RESOLUTION NO 10592 -10594

City Manager Becker gave the staff report recommending approval.

Council Member Hannon moved, Council Member Freitas seconded to approve by resolutions: (1) amending Resolution No. 2505, Employee Classification Plan, to create one new class specification entitled Assistant Building Official and (2) amending Resolution No. 10401, the Compensation and Benefit Plan for City Officials, and the Management, Supervisory and Professional Employee Group to add one new classification, entitled Assistant Building Official, and (3) amending the 2016-2018 Biennial Budget to add one Assistant Building Official position, add one Administrative Assistant position, and delete one Senior Administrative Support Specialist and amend the budget for Fiscal Years 2016-2017 and 2017-2018. The motion passed, 5 AYES.

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

Mayor Nagy wished everyone a Happy Valentine's Day.

Council Member Hannon stated that the Newark Rotary Club Crab Feed raised \$40,000 for the community and the Fund A Need portion of the event raised money to purchase books for all second graders at Newark schools.

Council Member Freitas stated that he heard a radio commercial for the Prima homes in Newark.

Council Member Collazo wished everyone Happy Valentine's Day and to shop Newark.

Vice Mayor Bucci stated that he has been approached by community members requesting that the City Council consider an immigration policy in Newark. He requested that staff place the discussion of a potential policy on the next City Council agenda.

Mayor Nagy stated that the Alameda County Mayors Conference adopted a resolution on this issue.

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

K. ORAL COMMUNICATIONS

No one came forward to speak.

L. APPROPRIATIONS

Approval of Audited Demands for the City Council meeting of February 9, 2017. MOTION APPROVED

City Clerk Harrington read the Register of Audited Demands: Check numbers 110048 to 110156.

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

M. CLOSED SESSION

N. ADJOURNMENT

At 8:16 p.m. Mayor Nagy adjourned the City Council meeting.

C.1 Introduction of employees.

Background/Discussion – Police Officer Jason Germano, Public Safety Dispatcher Bridget Gregory, and Public Safety Dispatcher Julie Sugimura will be at the meeting to be introduced to the City Council.

F.1 Authorization for the Mayor to sign a contractual services agreement with Abbe & Associates for preparation of a Long Term Recycling Plan, assistance with implementing a Commercial Organics Collection Program and audit of Material Stream Reporting – from Administrative Services Director Woodstock.

(RESOLUTION)

Background/Discussion – In December 2016, the Alameda County Waste Management Authority (Stopwaste.org) and the City of Newark agreed upon an Expenditure Plan for the Measure D (recycling) money that the City receives. The Expenditure Plan included hiring a consultant to prepare a long-term recycling plan, assist the City with implementing a commercial organics collection program, and audit the material stream reporting.

A request for proposals (RFP) was issued for these services. Two proposals were submitted in response to the RFP. The proposals were evaluated based on the criteria listed in the RFP of credentials, ability to perform the needed services, ability to provide future services, price, references, and responsiveness to the RFP. Abbe & Associates was selected because they submitted a proposal that demonstrated their qualifications, their proposal most aligned with the expectations for this project, and they are highly recommended.

The total cost of the contract is \$63,440 and is within the existing budget available for this project.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the Mayor to sign a contractual services agreement with Abbe & Associates to prepare a long-term recycling plan, assist with implementing a commercial organics collection program and audit the material stream reporting.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE MAYOR TO SIGN A
CONTRACTUAL SERVICES AGREEMENT WITH ABBE &
ASSOCIATES FOR PREPARATION OF A LONG-TERM
RECYCLING PLAN, ASSIST WITH IMPLEMENTING A
COMMERCIAL ORGANICS COLLECTION PROGRAM AND
AUDIT THE MATERIAL STREAM REPORTING

BE IT RESOLVED by the City Council of the City of Newark that the Mayor is hereby authorized to sign the contractual services agreement with Abbe & Associates to prepare a long-term recycling plan, assist the City with implementing a commercial organics collection program and audit the material stream reporting.

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this 23 day of FEBRUARY, 2017 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **ABBE & ASSOCIATIONS**, a Limited Liability Company ("Consultant"), collectively the "Parties".

WITNESSETH:

WHEREAS, City requested proposals to perform the services generally including: **PREPARE A LONG-TERM RECYCLING PLAN, ASSIST WITH IMPLEMENTING THE COMMERCIAL ORGANICS COLLECTION PROGRAM AND AUDIT OF MATERIAL STREAM REPORTING.**

WHEREAS, in response to City's request, Consultant submitted a proposal and, after negotiations, Consultant agreed to perform the Services more particularly described in Exhibit "A" ("Services"), in return for the compensation described in this Agreement and Exhibit "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 perform Services described, and in the time, place, and manner specified in Exhibit "A" in accordance with the terms and conditions of this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall control.

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

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

3. **COMPENSATION.**

A. **“Not to Exceed” Compensation.** City shall compensate Consultant for all Services performed by Consultant hereunder in an amount based upon Consultant’s hourly or other rates set forth in Exhibit “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 Sixty Three thousand, four hundred and forty and No/100 Dollars (\$63,440.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

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

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 Blvd.
Newark, CA 94560

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

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

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

4. **ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by

written task order approved in advance of the performance thereof. Such task order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a task order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

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

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

6. **PERSONNEL.** Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its Subconsultants, if any, identified in Exhibit "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. **FACILITIES AND EQUIPMENT.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

8. **INFORMATION AND DOCUMENTATION.**

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

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

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

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

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

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

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

A. Verification of Coverage.

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

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

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

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

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

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

C. Minimum Limits of Insurance.

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

Consultant shall maintain limits no less than:

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

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

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

F. Wasting Policies.

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

G. Remedies.

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

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

H. Acceptability of Insurers.

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

I. Other Insurance Provisions.

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

1. Additional Insureds. City, its officers, officials, directors, employees and volunteers (“Additional Insureds”) are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.
2. Primary Coverage. For any claims related to Services, Consultant’s insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant’s insurance and shall not be contribute with it. Consultant’s policy will not seek contribution from the City’s insurance or self insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. TERM/TERMINATION.

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

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

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

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

Abbe & Associates, LLC

CITY OF NEWARK

Ruth Abbe, Pincipal

Consultant

Administrator

Address: 1028 Fair Oaks Ave
Alameda, CA 94501

City of Newark
Attn: Susie Woodstock
37101 Newark Boulevard
Newark, CA 94560

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,
a municipal corporation

Abbe & Associates, LLC

By _____
City of Newark

By Ruth C Abbe
Consultant

Date _____

Date 2-16-17

Ruth C. Abbe, Principal
Printed Name

Attest:

City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A
SCOPE OF SERVICES

I. IDENTIFY TARGET SECTORS

Objective: Identify goals and objectives of the Recycling Plan by evaluating opportunities by generator sector.

Approach: There are a number of useful data sources for profiling the generator sectors in the City: reports from

Republic Services, recycling reports or invoices prepared for Newark Unified, 2008 Alameda County waste characterization study, the CalRecycle 2014 generator based waste composition study and community profiles based on local demographics, and benchmark studies performed by Stopwaste, among others. We do not anticipate that data from the 2017 Alameda County waste characterization study will be available during the 6-8 month period that the City anticipates for the Recycling Plan. It is unclear whether the methodology

to be used in the countywide study will provide enough specific information about the City's generator sectors to be

useful for the Recycling Plan. Therefore, we will review available data and create a profile for each generator sector in the City, including: single family, multifamily, commercial, roll-off and schools. Based on these profiles and including information from the Task 6 review of current hauler reporting (discussed below), we will identify the generator sectors that should be targeted for the Recycling Plan. The results of this task will inform the development of the goals and objectives for the Recycling Plan.

Deliverables: One draft and one final memo identifying the targeted sectors, goals and objectives. We anticipate that the memo will be incorporated into a section of the Recycling Plan.

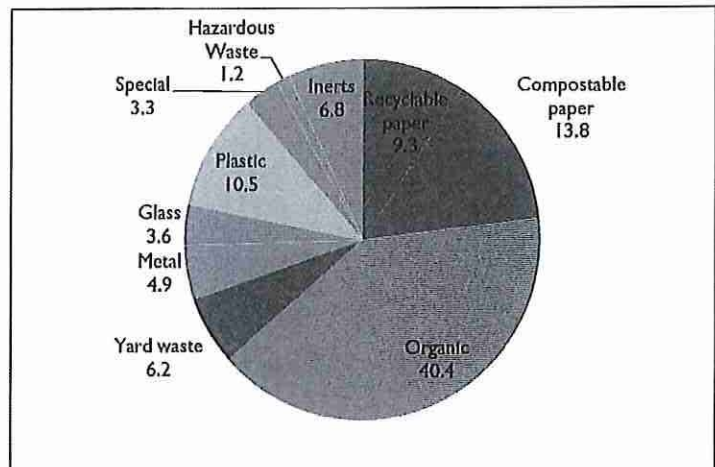
II. REVIEW CURRENT PROGRAMS

Objective: Prepare a description of the City's existing policies, programs and regional facilities and identify opportunities for expansion or improvement.

Approach: For this task, we will prepare a description of each of the City's existing policies, programs and regional facilities. Based on available information provided by City staff and Republic, we will identify the participation and capture rates, historic recycling and refuse tonnage over time, the years when programs were implemented, and the successes achieved (in tons and dollars, where available). We will provide a brief evaluation and identify the opportunities for expansion and enhancement, where appropriate.

Deliverables: One draft and one final memo describing the current programs and identifying opportunities for expansion and enhancement to contribute to the sector-specific goals and objectives identified in task 1. We anticipate that the memo will be incorporated into a section of the Recycling Plan.

2008 Aggregate Waste Composition
by Major Material Group



Source: 2008 Alameda County Waste Characterization Study Stopaste.org
Note: Over 60% of discarded material is compostable.

III. RECOMMEND PROGRAMS

Objective: Based on discarded materials generation, characterization, local markets, and demographic data, we will identify the opportunities for decreasing the volume of discarded materials generated by: single-family, multi-family, commercial, roll-off and schools.

Approach: We will review and discuss the opportunities for increased diversion from each generator sector. We will discuss program improvement opportunities and options for increasing diversion. We are familiar with the City's collection contract services and will discuss opportunities for increasing incentives for diversion by the contractor and the generators. We will review the current service contracts and identify opportunities for future changes in the service contract, rate structure or compensation mechanism.



Our team members were key staff to the U.S. EPA in the development of a new website: *Managing and Transforming Waste Streams – A Tool for Communities* (See: <http://www2.epa.gov/managing-and-transforming-waste-streams-tool-communities>). This website includes a tool that highlights best practices for community-wide procurement and contracting for solid waste and recycling services at: <http://www2.epa.gov/managing-and-transforming-waste-streams-tool-communities/contracting-best-practices-resources-used>. We will review this tool with City staff and identify the programs recommended for implementation.

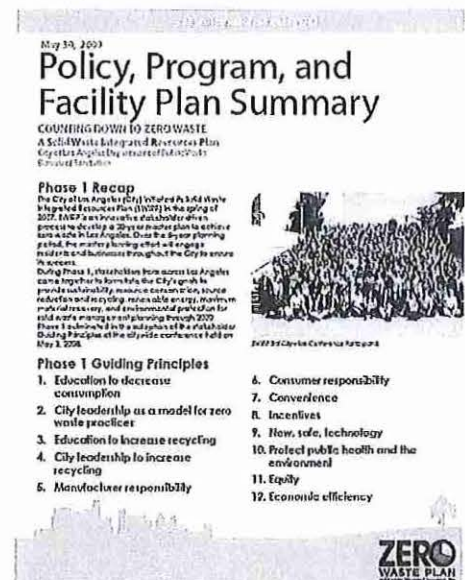
Deliverables: One draft and one final memo identifying the recommended programs. We anticipate that the memo will be incorporated into a section of the Recycling Plan. One public meeting, either a Council study session or community workshop, is included in this task to present the recommendations and receive community input.

IV. ESTIMATE DIVERSION POTENTIAL AND COSTS

Objective: Prepare diversion estimate, economic analysis and implementation plan, highlighting the Recycling Plan steps for meeting the goals and objectives identified pursuant to Task 1.

Approach: For this task, we will identify the planning level costs associated with each of the proposed policy, program and facility initiatives and identify an appropriate funding source for each initiative. We will estimate the potential diversion rates and greenhouse gas reductions based on diverted tons using the U.S. EPA Waste Reduction Model.

We will also develop an implementation plan, identifying all of the action steps required to implement the Recycling Plan elements. The implementation plan will include an estimate of staff time necessary for implementation along with the opportunities for partnerships. The implementation plan will include a phasing schedule and diversion estimate by goal year and will serve as the “workbook” for City staff.



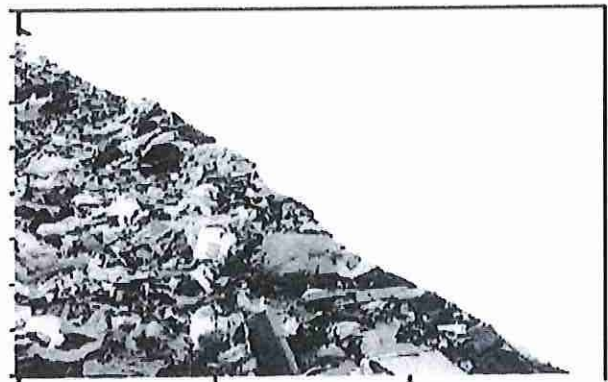
Deliverables: One draft and one final memo presenting the diversion and economic analysis and implementation plan. We anticipate that the memo will be incorporated into a section of the Recycling Plan. Compilation of the memos, findings and research into the Recycling Plan are included in this task. We anticipate preparing one draft and one final of the Recycling Plan.

V. EVALUATE RATE STRUCTURE

Objective: Determine whether changes in collection rates would increase recycling behaviors.

Approach: We know that the City's rates are tiered to incentivize customers to right-size their containers. Single-family residential customers pay more for more refuse volume and recycling and organics collection are included in the refuse rates. Commercial rates include a lower rate for recycling and organics collection compared to the same size container for refuse. The City and Republic have taken a step toward a cost of service model that would stabilize rates

over time as customers migrate to smaller refuse containers. This avoids the "death spiral" where rate revenues do not match the costs to provide service. However, based on the current commercial and industrial recycling rates, it is possible that changes to the rate structure could change recycling behavior. Alternative approaches for keeping cost of service rates intact while also providing an incentive to recycling have been hard to achieve. For this task, we will survey 8 to 10 local



The Death Spiral

governments about the success of different rate structures and profile each approach, discussing the pros and cons. For example, the Central Contra Costa Solid Waste Authority's contract with Republic provides commercial recycling and organics collection at no extra charge to the commercial customers (similar to single family). As a result, all of the schools in the service area are now fully participating in recycling and composting collection services and have collectively achieved a 56% diversion rate. San Francisco has been experimenting with commercial rates by having Recology charge by volume for all services and then providing a discount for more recycling or organics collection (similar to Newark's approach). San Francisco is also having Recology enforce their mandatory recycling and compost collection ordinance by charging a 50% surcharge to customers who contaminate their refuse with recyclables or compostables or contaminate their recycling and composting with refuse.

Deliverables: One draft and one final memo presenting the results of the survey and recommendations for the City. We anticipate that the profiles for each community will be incorporated into an appendix of the Recycling Plan.

VI. REVIEW AND EVALUATE CURRENT HAULER REPORTING

Objective: Establish current diversion rates, compare these to other similar communities, and identify areas where the City and Republic can improve diversion.

Approach: For this task we will review all of the reports that the City currently receives from Republic and request additional available data from Republic, if appropriate. We will calculate the citywide franchise diversion rate and the diversion rate for each generator sector (single family, multi-family, commercial and roll-off/industrial). Year-to-date 2016 reports provided by the City show an approximately 50-53% diversion rate for residential customers and a 5-8% diversion rate for roll-off and front load service,

resulting in a 27% diversion rate citywide. We will dig more deeply into this data to understand the factors that are contributing to these diversion rates and identify opportunities for program improvement. Using City staff input we will identify 8 to 10 “peer cities” based on demographics and similar basic collection programs. Then we will compare diversion results, program implementation strategies, and contract provisions that could improve diversion in the City and meet state mandates.

Deliverables: One draft and one final report detailing the findings and recommendations.

VII. REVIEW CURRENT COMMERCIAL ORGANICS COLLECTION PROGRAM PROPOSAL

Objective: Evaluate the current commercial organics collection program proposal and identify the most cost-effective means for implementing the program and meeting the objectives of state and local mandates.

Approach: We will review the current commercial organics collection program proposal provided by Republic and compare this to other successful organics collection programs that have been implemented in our area. In our experience, organics collection program implementation requires hand-holding and technical assistance. Training in languages other than English may be desirable based on the demographics of the City. We will evaluate Republic’s approach for meeting the needs of its customers and identify opportunities from ensuring that the program is successful. A key issue is Republic’s plans for charging organics collection rates to its customers and the opportunities for “right-sizing” trash collection. The City and Republic will need to balance the incentives to the rate-payers with the need to ensure that enough revenue is generated to cover the system costs.

Deliverables: One draft and one final report detailing the findings and recommendations.

| Task | Deliverable | Meeting | Schedule |
|---|------------------|----------------------|------------------------------------|
| I. Identify Target Sectors | Memo | Kickoff | Month 1 |
| II. Review Current Programs | Memo | | Month 2 |
| III. Recommend Programs | Memo | Community or Council | Month 3 |
| IV. Estimate Diversion Potential and Costs | Memo Report | Staff | Month 4 (memo) Month 6 (report) |
| V. Evaluate Rate Structure | Memo Appendix | | Month 5 |
| VI. Review and Evaluate Current Hauler Reporting | Report | Staff | Month 1 |
| VII. Review Current Commercial Organics Collection Program Proposal | Report | Staff | Month 2 |

EXHIBIT B

PAYMENT

| Task | Hours | Cost | Lead | Support |
|---|------------|---------------|---------|-----------------|
| I. Identify Target Sectors | 48 | 6800 | Ruth | Gary |
| II. Review Current Programs | 48 | 6200 | Richard | Portia Ruth |
| III. Recommend Programs | 80 | 10000 | Portia | Richard Ruth |
| IV. Estimate Diversion Potential and Costs | 64 | 10320 | Ruth | Kevin |
| V. Evaluate Rate Structure | 64 | 11040 | Kevin | Ruth |
| Subtotal Recycling Plan | 304 | 44,360 | | |
| VI. Review and Evaluate Current Hauler Reporting | 60 | 10,380 | Gary | Kevin Ruth |
| VII. Review Current Commercial Organics Collection Program Proposal | 60 | 8700 | Rich | Ruth |
| Total | 424 | 63,440 | | |

| Staff | Rate |
|---------|------|
| Ruth | 150 |
| Kevin | 180 |
| Rich | 125 |
| Richard | 125 |
| Portia | 125 |
| Gary | 125 |

EXHIBIT C
QUALIFICATIONS

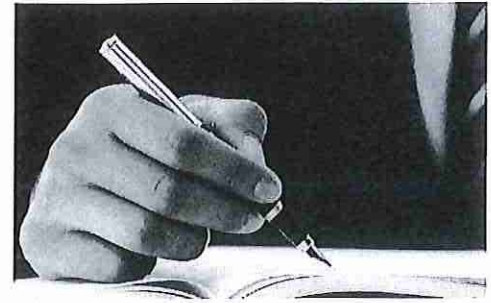
ABBE & ASSOCIATES FIRM QUALIFICATIONS

Abbe & Associates is a full-service management consulting firm specializing in solid waste management program development, economic analysis, collection and processing procurement, contract negotiations, and stakeholder engagement. We work with municipal clients and institutional and commercial generators to plan and implement the social and physical infrastructure needed to reach 75 percent.

Abbe & Associates also has expertise in program analysis, data collection and management, CalRecycle compliance assistance, contract development, and rate analysis. We have performed these services for clients including the Castro Valley Sanitary District; the cities of Fremont, San Francisco and Stockton; the Counties of Fresno, Santa Cruz, and Sonoma; and the South Bayside Waste Management Authority, among others.

Abbe & Associates has extensive experience working with communities to develop solid waste plans and programs similar to those requested by the City. The following table summarizes recent solid waste planning projects undertaken by our team.

| Project | Stakeholder Outreach | Program Evaluation | Financial Analysis | Implementation Plan |
|---|----------------------|--------------------|--------------------|---------------------|
| Austin Resource Recovery Plan | ✓ | ✓ | ✓ | ✓ |
| Alameda Zero Waste Plan | ✓ | ✓ | ✓ | ✓ |
| Castro Valley Sanitary District Zero Waste Strategic Plan | ✓ | ✓ | ✓ | ✓ |
| Dallas Local Solid Waste Management Plan | ✓ | ✓ | ✓ | ✓ |
| Fort Collins Road to Zero Waste Plan | ✓ | ✓ | ✓ | ✓ |
| Menlo Park Zero Waste Plan | ✓ | ✓ | ✓ | ✓ |
| Louisville/Jefferson County Solid Waste Master Plan | ✓ | ✓ | | |
| Los Angeles Solid Waste Integrated Resources Plan | ✓ | ✓ | ✓ | ✓ |
| Mecklenburg County Solid Waste Management Plan | ✓ | ✓ | | |
| Pasadena Zero Waste Strategic Plan | ✓ | ✓ | ✓ | ✓ |
| Santa Monica Zero Waste Strategic Operations Plan | ✓ | ✓ | ✓ | ✓ |



OUR SERVICES INCLUDE

- Sustainability services, including high diversion planning and green house gas accounting
- Independent assessments of waste management technologies and projects
- Waste prevention, reuse, and recycling, including processing and recovery facilities and marketing recovered materials
- Local and regional integrated waste management master plans
- Siting, environmental assessment, and permitting for solid waste facilities
- Economic, environmental, and feasibility analyses
- System and facility procurements
- Organics management
- Collection efficiency studies, rate review, and hauler procurements and negotiations assistance
- Diversion and disposal studies
- Waste composition and generation projections
- Waste reduction technical assistance to large commercial and institutional generators
- In-service training and certification
- CalRecycle compliance assistance
- Construction and demolition debris ordinance development and compliance assistance



Education

B.A., Philosophy and Fine Arts,
Amherst College

Professional Affiliations

Solid Waste Association of North
American, Gold Rush Chapter, Past
President

Californians Against Waste, Board of
Directors

Grassroots Recycling Network,
President

California Resource Recovery
Association, Global Recycling
Council, Co-Chair

Northern California Recycling
Association, Past President

Expertise

- High Diversion Programs and
Infrastructure
- Composition Analysis, Waste
Diversion and Generation
Projections
- Collection and Facility
Procurement, Negotiations, and
Contract Development
- Economic Analysis and Financial
Planning
- Organics Management,
Composting and Anaerobic



RUTH ABBE, PROJECT MANAGER

Ruth Abbe is a senior management consultant with 25 years of experience in program planning and implementation, facility and collection procurement, contract negotiation, financial analysis, and stakeholder engagement. She is a national leader in Zero Waste planning and works with municipalities across the country to develop the social and physical infrastructure to achieve high diversion. Ruth has worked with more than 50 communities and private sector clients to plan and implement their recycling, organics, construction and demolition debris programs and high diversion strategies. She has provided planning and program implementation services to the Cities of Austin and Dallas, and Fort Collins (CO); Mecklenburg County (NC); and the Cities of Los Angeles, Palo

Alto, Pasadena, and San Jose. She has supported the City of San Francisco in Zero Waste Analysis since 2001. She has assisted the Cities of Austin (TX) and Los Angeles to evaluate the feasibility of implementing their mandatory recycling and composting ordinances. She is negotiation new collection and processing contracts for Fresno County, California State University, and the East Bay Regional Park District. She has developed an award-winning recycling and composting program for the Alameda schools (the Alameda Green Schools Challenge) and supports the "Miss Alameda Says, 'Compost!'" program to help implement mandatory recycling and composting requirements at Alameda restaurants and multifamily buildings.



Education

B.S., Environmental Policy Analysis and Planning, University of California at Davis

Professional Affiliations

California Resource Recovery Association

Solid Waste Association of North American, Gold Rush Chapter

Expertise

- Executive and Program Management
- Diversion Program Analysis, Long Range Planning and Implementation
- Contract Negotiation and Management
- Facility Operations and Master Planning
- Financial Analysis and Budgeting

KEVIN MCCARTHY, RATES AND SERVICE ANALYSIS

Kevin McCarthy has over 27 years of experience in both the private and public sector developing and implementing environmentally and economically sustainable programs, notably in the areas of recycling and solid waste management, and environmental education.

Kevin has served in a variety of private and public sector recycling/solid waste planning roles including: providing operational oversight, management and environmental compliance at solid waste transfer stations and material recovery facilities (MRFs); management of a national electronics recycling business; and Executive Director for a twelve member public joint powers agency (SBWMA/RethinkWaste) in

California representing nearly 500,000 residents and 10,000 businesses. He is a results-oriented manager with skills and advanced knowledge and expertise in: executive management, contract negotiation and management, program management, financial analysis, facility operations and master planning, public speaking and communications, and public policy development.

Kevin is currently managing facility operations procurement in Boulder, Colorado and supporting San Benito County with a wide range of projects including contract negotiations with a landfill operator, collection services franchise agreement support and ongoing diversion program technical assistance.



Education

B.A., in Communications, with concentration in Public Relations from the University of Dayton

Professional Affiliations

Zero Waste San Diego, President
California Organics Recycling Council
California Resource Recovery Association

Expertise

- Composting
- Resource Management
- Sustainable Farming
- Public Relations

RICH FLAMMER, ORGANICS ANALYSIS

Rich has more than 25 years of hands-on composting experience working extensively in nine U.S. states and Mexico. He has designed, managed, permitted, evaluated, and/or remediated more than 75 large-scale composting facilities for both private and public sector clients. He has also been involved in public policy formation, rulemaking development for state composting regulation, composting technology assessment and development, and regional studies evaluating organic resource management.

With extensive experience in permitting and regulatory compliance, Rich has provided permitting and regulatory compliance services for more than 30 private and public sector clients in the continental U.S., Hawaii and Mexico, and is familiar with OMRI and NOP rules, CEQA, CalRecycle composting

regulations, US EPA Part 503, NPDES, zoning and local land use rules in various regions of the state, as well as air and water board rules and composting regulations in other states.

A specialist in public relations and education, Rich does frequent outreach work, writes instructional manuals, promotional materials, editorial pieces, and gives lectures and workshops on a regular basis. He is Contributing Editor, BioCycle, Journal of Composting & Organics Recycling. He has designed three permanent home composting exhibits and has appeared in two instructional videos, one of which won an Emmy.

Rich is President and founding board member of Zero Waste San Diego. He is also a member of the San Diego County Farm Bureau and the Surfrider Foundation.



Education

B.A., M.A., Political Science (Public Administration), California State University, Long Beach, California

Professional Affiliations

Board of Directors Grassroots Recycling Network (1996-present)
Board of Directors; California Resource Recovery Association (1975-1979, 1980-1993, 1994-96, 2000-present)

Board of Directors; Keep California Beautiful (1991- present)

Board of Directors; Mount Carmel Soccer Booster Club dba Sun Devil Recycling (1991-96)

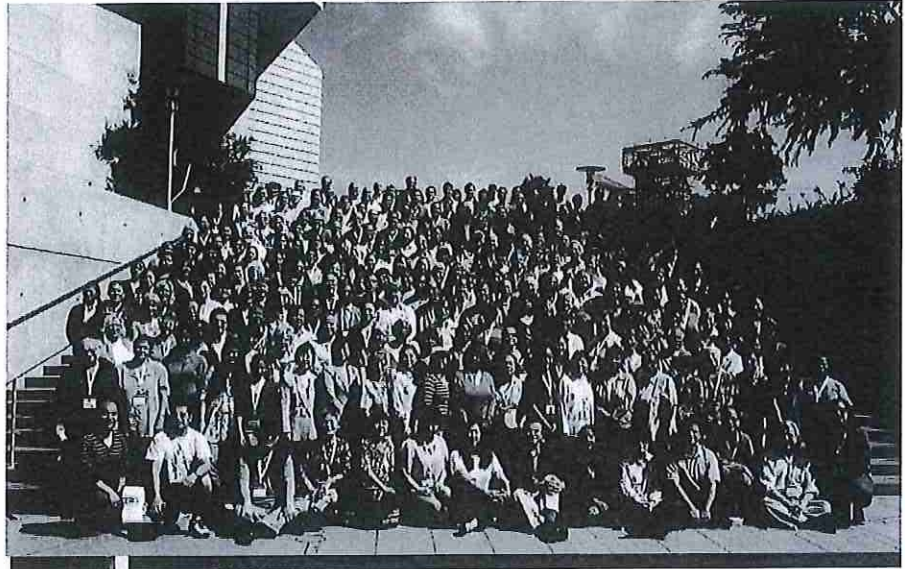
Founding member and former Board of Director; National Recycling Coalition (1980-1993)

California State University Long Beach, Associated Students Ecology Commission (1971-1974)

Board of Directors; Zero Waste International Alliance (ZWIA) (2003-present)

Expertise

- Economic and Community Development
- Market Development
- Policy Development and Analysis
- Program Planning and Management



RICHARD ANTHONY, SERVICE OPPORTUNITIES

Richard V. Anthony began his career in Public Administration in 1971 as a manager of the California State University Long Beach Recycling Center. He received a MS in Public Administration in 1974. Rick has worked his entire career in environmental program management positions, beginning in Fresno County. As a Solid Waste Manager he wrote and then implemented Solid Waste plans for Fresno County (1979-1987). While in Fresno County, he supported the development of the American Avenue Landfill and staffed the County's solid waste commissions. He hosted the first National Recycling Congress in Fresno County, which highlighted the County's policies and programs. He was the Solid Waste Manager for San Diego County (1987-1998) and expanded the County's recycling programs and solid waste infrastructure.

He has participated in developing high diversion and Zero Waste plans as a consultant since 1998.

He is an internationally recognized and published expert in the area of Resource Management using the Zero Waste Systems approach. He has led International Dialogs on Zero Waste in Nanaimo Canada, Berkeley and San Francisco USA, Florianopolis, Brazil, Puerto Princesa, Philippines, and Naples, Italy. Richard Anthony is a founder and member of the Board of Directors of the California Resource Recovery Association, the Grassroots Recycling Network, the Zero Waste International Alliance, and the U.S. Zero Waste Business Council. He has been a Professor of Zero Waste at Irvine Valley College and an Instructor in the California Resource Recovery Association Certificate Program.



Education

B.A., Interdisciplinary Social Science,
San Francisco State University

Professional Affiliations

Northern California Recycling
Association, Editor and Past
President and Board Member

Global Recycling Council of the
California Resource Recovery
Association, Executive Committee
Member

Zero Waste USA, Program Director

Zero Waste Brain Trust, Convener

LITE Initiatives - Zero Waste
Sonoma County and Community
Bikes, Founder and Executive
Director

Expertise

- Project Management, Data Management And Programming
- Event and Meeting Production and Facilitation
- Research, Planning And Field Studies
- Public Outreach and Education, Websites and Social Media
- Program Analysis, Design, Implementation And Monitoring
- Reuse and Repair Program Development and Directory Production
- Commercial and Multi-Family

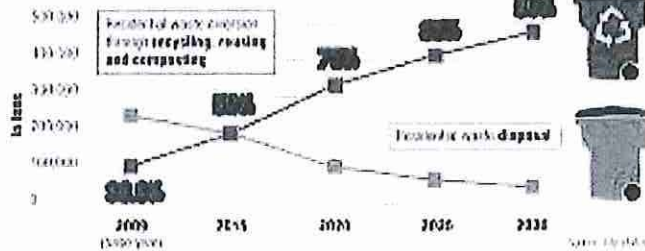
PORTIA SINNOTT, PROGRAM ANALYSIS

Portia is the owner of Micro Services Plus (MS+), an environmental consultancy committed to the principles of sustainability. Established in 1983, MS+ specializes in innovative, cutting edge projects designed to serve as models for others. MS+ also provides research, data management, programming and project services to US and European agencies including U.S. EPA, City of San Francisco, StopWaste.Org, WASTE (Holland), UN Habitat (Kenya) and USAID (Bulgaria) as well as other consulting firms. Past accomplishments include writing for Resource Recycling Magazine: "The Value of Understanding – Reuse and Repair", "Fine-Tuning Your Multi-Family Recycling Program" and "State of the Art" a national survey of multi-family recycling programs, plus numerous websites, on-line surveys and directories.

A certified federal contractor, recent projects include a resource guide for EPA Region 1- New England and an assessment framework and contracting best practices for EPA Region 9 – Pacific Southwest. These large and comprehensive multi-year contracts provided content for the new EPA website: Managing and Transforming Waste Streams – A Tool for Communities (2015). Portia was the data manager for UN Habitat's 2010 Solid Waste Management in the World's Cities publication and wrote the chapters on the City of San Francisco and Tompkins County New York. She also initiated, co-designed and coordinated the San Francisco State University Extended Education Integrated Waste Management Certificate Program which was used as a model for similar programs at U. C. Berkeley and U. C. Santa Cruz.



Austin Resource Recovery MASTER PLAN DIVERSION INITIATIVES



GARY LISS, PROGRAM AND REPORTING ANALYSIS

Education

Masters in Public Administration,

Rutgers University

B.S., Civil Engineering

(Environmental Engineering major),

Tufts University

Professional Affiliations

Vice President, U.S. Zero Waste

Business Council

Programs Chair, Zero Waste USA

Policy Chair, Zero Waste

International Alliance

Board Member, National Recycling

Coalition

Expertise

- Zero Waste and High Diversion Planning
- RFPs and Contracts
- Resource Recovery Parks

Gary has more than 42 years of experience in the solid waste and recycling field. He has been President of Gary Liss & Associates since 1998 (18 years), which helps clients on procurement of refuse and recycling systems, strategic analyses of refuse rates and solid waste fees, development of commercial recycling incentives and programs, integrated waste management systems design, community-wide Zero Waste plans, project management, program planning and implementation, policy and program analysis and advocacy, and organizing resource recovery parks.

Gary is the former Solid Waste Manager for the City of San Jose and oversaw the implementation of

many of that City's state-of-the-art policies and programs. He has negotiated multiple franchise agreements and operating agreements designed to maximize diversion.

Gary is a leading advocate of Zero Waste and has helped more communities develop Zero Waste plans than anyone else in the U.S. He is a founder and President of the U.S. Zero Waste Business Council that is developing a third party certification program for Zero Waste Businesses. The California Resource Recovery Association selected him as Recycler of the Year in 2005. In 2008 he was elected to Council in Loomis, California and was Mayor in 2010.

F.2 Approval of the Newark Pedestrian and Bicycle Master Plan – from Assistant City Manager Grindall and Public Works Director Fajeau. (RESOLUTION)

Background/Discussion – The City Council previously approved a grant funding agreement with the Alameda County Transportation Commission to fund preparation of the Newark Pedestrian and Bicycle Master Plan. The Master Plan is a long-range planning document that will provide a vision of Newark’s future biking and walking environment and is also a necessary tool that will allow the City to compete for discretionary local, state, and federal funding for future bicycle and pedestrian improvements. The City entered into a contract with Fehr & Peers Transportation Consultants for preparation of the plan. The plan addresses all Alameda County Transportation Commission Bicycle Master Plan Guidelines and Caltrans Active Transportation Program Guidelines.

The Pedestrian and Bicycle Master Plan has five primary goals:

1. Create a connected bicycle and pedestrian network.
2. Increase the number of people walking and bicycling.
3. Improve safety for pedestrians and bicyclists.
4. Develop a comprehensive Safe Routes to School program and supporting infrastructure plan.
5. Establish Citywide design guidelines for bicycle and pedestrian facilities.

A number of detailed policies are included in the Master Plan document to address these primary goals. Additionally, the Master Plan identifies a variety of relevant local, regional, state, and federal planning and policy documents to help ensure a consistent approach to future bicycle and pedestrian improvements. Among these documents are the Transportation Element of the City of Newark’s General Plan, the City’s Complete Streets Policy, the Newark-Fremont Bay Trail Feasibility Study, and various bicycle and pedestrian plans from other nearby jurisdictions as well as Alameda County.

In addition to the goals and policy context, the plan includes chapters for both a Bikeway Element and a Pedestrian Element. These chapters identify needs, examine existing conditions, discuss types of facilities, and include specific recommendations for improvements. A chapter is also dedicated to needs and recommendations for improvements in and around Newark’s public schools to address the Safe Routes to Schools component. Recommended support programs for biking and walking to supplement existing programs are also identified. The Master Plan document includes criteria for prioritizing both bicycle and pedestrian projects and provides recommendations for funding and implementation of all identified projects. The plan is supplemented with appendixes that incorporate additional policies, project listings, and detailed design guidelines.

Development of the Pedestrian and Bicycle Master Plan included an extensive outreach process. A local Bicycle and Pedestrian Advisory Committee (BPAC) was formed and several workshops and meetings were held where input was obtained from the BPAC and the community at large.

On February 2, 2017, the City's BPAC voted unanimously to recommend that the City Council approve the Master Plan. The Master Plan was presented as an informational item to the Alameda County Transportation Commission BPAC on February 9, 2017. The City of Newark Planning Commission voted unanimously to recommend approval of the Master Plan at its February 14, 2017 meeting.

Due to the fact that the Master Plan is a planning document with no specific projects evaluated for immediate implementation, the plan is not subject to the California Environmental Quality Act.

Attachment

Action - It is recommended that the City Council, by resolution, approve the Newark Pedestrian and Bicycle Master Plan.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING THE NEWARK PEDESTRIAN AND
BICYCLE MASTER PLAN

WHEREAS, the City Council previously approved a grant funding agreement with the Alameda County Transportation Improvement Authority (now the Alameda County Transportation Commission) and awarded a contractual services agreement to Fehr & Peers Transportation Consultants for assistance in the preparation of a Pedestrian and Bicycle Master Plan; and

WHEREAS, the City Council appointed a seven-member citizen-based Bicycle and Pedestrian Advisory Committee to provide input for preparation of the Newark Pedestrian and Bicycle Master Plan; and

WHEREAS, the Pedestrian and Bicycle Master Plan document has been prepared and provides goals and policies and recommended projects and programs related to improving the biking and walking environment in the City of Newark; and

WHEREAS, the Master Plan complies with all Alameda County Transportation Commission Bicycle Master Plan Guidelines and California Department of Transportation Active Transportation Program Guidelines; and

WHEREAS, the Master Plan is consistent with the City of Newark General Plan and the City's Complete Streets Policy; and

WHEREAS, the City and the Bicycle and Pedestrian Advisory Committee conducted several workshops and meetings to receive public comment and input for the Master Plan; and

WHEREAS, the Bicycle and Pedestrian Advisory Committee voted unanimously to recommend approval of the Pedestrian and Bicycle Master Plan; and

WHEREAS, the Planning Commission of the City of Newark has reviewed the Pedestrian and Bicycle Master Plan and voted unanimously to recommend plan approval.

NOW THEREFORE, BE IT RESOLVED BY THE City Council of the City of Newark that the City Council does hereby approve the Newark Pedestrian and Bicycle Master Plan.

Due to the volume of the Pedestrian & Bicycle Master Plan, it has been scanned separately.

F.3 Acceptance of the Comprehensive Annual Financial Report (CAFR) for the period ending June 30, 2016 – from Administrative Services Director Woodstock.
(MOTION)

Background/Discussion – As part of the year-end closing process, staff presents the audited Comprehensive Annual Financial Report (CAFR) for the fiscal year ending June 30, 2016. The financial statements included in this report provide information on the City’s year-end financial condition and the results of operation for the Fiscal Year 2015-2016. The report was audited by our independent auditors, Badawi & Associates, who have issued an unqualified opinion on the report.

The City’s financial statements were prepared according to the requirements of the Government Accounting Standards Board (GASB). The two government-wide financial statements provide a broad view of the City’s financial position and activities in a manner similar to the private sector business reporting. The Statement of Net Position provides information about the financial position of the City, including all assets and liabilities. The Statement of Activities provides information about the City’s revenues and expenses. In the Transmittal Letter and Management Discussion and Analysis, the Administrative Services Director provides a narrative overview and analysis of the City’s financial activities and performance during the fiscal year.

Copies of the CAFR have been provided to the City Council. A copy has also been placed in the Newark Library.

Attachment

Action - It is recommended that the City Council, by motion, accept the Comprehensive Annual Financial Report (CAFR) for the period ending June 30, 2016.

Due to the volume of the Comprehensive Annual Financial Report, it has been scanned separately.

F.4 Establishment of a Pension and Other Post-Employment Benefits Policy – from Administrative Services Director Woodstock. (INTRODUCTION OF ORDINANCE) (RESOLUTION)

Background/Discussion – The California Public Employees’ Retirement System (CalPERS) continues to experience less than projected investment returns and take actions that affect the rates the City pays into the system. In December 2016, the CalPERS Board of Administration took action to reduce the discount rate from 7.5% to 7.0%. This action will take place in steps over a three year period. At the end of the implementation it is estimated that this will increase the City’s rates by over \$1.7 million per year.

To prepare for the impacts of this action and future actions which CalPERS is discussing, a Pension and Other Post-Employment Benefit Reserve Policy has been prepared. The Reserve Policy establishes a reserve fund, allows the City Manager to direct future surpluses realized because of salary savings to be deposited into the reserve fund and commits the funds in the reserve to be used for paying the unfunded liability in the pension or other post-employment benefit (OPEB) plans. Specifically related to the CalPERS plan, the policy directs staff to evaluate the use of 20-year, level percent amortization schedules when the reserve balance allows.

The funds in the reserve will be committed for the purpose of paying pension or OPEB unfunded liabilities. The Government Accounting Standards Board’s committed classification is an accounting tool that allows the City Council to obligate funds for a certain purpose perpetually. An ordinance is required to commit the funds and funds may be uncommitted at a future time by another ordinance.

There are sufficient resources in the General Fund unallocated fund balance to transfer an initial lump sum of five million dollars (\$5,000,000) into the Pension and OPEB Reserve Fund. This initial amount will allow the City to opt into the 20-year, level percent amortization schedule for the current unfunded liabilities in the Miscellaneous and Classic Safety plans. The \$5 million is a sufficient amount to cover the increased payments for the first 17 years of the 20 year schedule. Changing to this alternate amortization schedule will save a little over \$14 million in the payoff of this unfunded liability.

Attachments

Action – It is recommended that the City Council, by resolution, approve the Pension and Other Post-Employment Benefit Reserve Policy and, by introduction of an ordinance, commit funds for the purpose reserves being held for future payments toward the City’s CalPERS and OPEB Unfunded Accrued Liabilities.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING THE PENSION AND OTHER POST-
EMPLOYMENT BENEFIT RESERVE POLICY

WHEREAS, the City of Newark has contractual agreements with the California Public Employee Retirement System (CalPERS) for pension benefits; and

WHEREAS, the CalPERS Board of Administration has reacted to the investment losses of the great recession and the current low investment returns by modifying projected investment returns and actuarial assumptions to reduce the risk of investment loss and to improve the long-term sustainability of CalPERS; and

WHEREAS, these actions taken by the CalPERS Board of Administration are prudent, but are causing significant rate increases to member agencies; and

WHEREAS, the City of Newark must prepare for continued CalPERS rate increases; and

WHEREAS, the City of Newark also provides Other Post-Employment Benefit (OPEB) of an amount determined by the Public Employee Medical and Hospital Care Act; and

WHEREAS, the City has established a trust fund to begin to set aside the funds necessary to provide this benefit to future retirees.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newark, California that the following actions, which will be known as the Pension and OPEB Reserve Policy, will be implemented:

1. The City shall annually contribute to CalPERS and the OPEB trust the full actuarial determined contribution.
2. The City recognizes CalPERS' funding goal of 100% funded.
3. The City shall establish a Pension and OPEB Reserve Fund numbered Fund 008.
4. An initial transfer of five million dollars (\$5,000,000) will be transferred from the General Fund into this Reserve for use in paying down the City's CalPERS and OPEB unfunded accrued liabilities in any manner.
5. The City shall use the 20-Year Alternate Amortization Schedule for the Current Unfunded Accrued Liability as shown in the current Actuarial Valuations and in Exhibit A.
6. At the end of each year, surplus in the salary expenditure accounts (the 4000 accounts) can be added to the Pension and OPEB Reserve at the discretion of the City Manager with the intent to provide sufficient funding for existing obligations.

7. Each time a gain/loss or an assumption change adds a amortization schedule to the pension plans, staff will review the ability to use the 20-Year, level percent amortization schedule for additional unfunded liability added by the change. This will be evaluated by looking at the existing level of reserves versus the total cost of level percent schedule.
8. The Pension and OPEB Reserves may be used to pay the unfunded liability of the pension or OPEB plan in any manner necessary.
9. Interest will be allocated to this fund each year.

Exhibit A- Amortization of Classic Safety Plan and Miscellaneous Plan Combined.

| | <u>Current Amortization Payment Schedule</u> | <u>20-Year, Level % Payment Schedule</u> | <u>Annual Payment Difference</u> | <u>Estimated Pension Reserve Fund Balance*</u> | <u>Estimated Addition to Reserve</u> |
|-----------|--|--|--------------------------------------|--|--|
| | | | | 5,000,000 | |
| 6/30/2017 | 5,108,756 | 6,363,689 | 1,254,933 | 4,127,828 | +350,000 |
| 6/30/2018 | 5,818,860 | 6,554,600 | 735,740 | 3,772,024 | +350,000 |
| 6/30/2019 | 6,566,973 | 6,751,238 | 184,265 | 3,969,261 | +350,000 |
| 6/30/2020 | 6,932,469 | 6,953,775 | 21,306 | 4,332,339 | +350,000 |
| 6/30/2021 | 7,308,099 | 7,162,389 | -145,710 | 4,866,673 | +350,000 |
| 6/30/2022 | 7,527,344 | 7,377,260 | -150,084 | 5,409,691 | +350,000 |
| 6/30/2023 | 7,753,162 | 7,598,577 | -154,585 | 5,961,591 | +350,000 |
| 6/30/2024 | 7,985,758 | 7,826,536 | -159,222 | 6,522,579 | +350,000 |
| 6/30/2025 | 7,994,527 | 8,061,331 | 66,804 | 6,860,221 | +350,000 |
| 6/30/2026 | 8,265,777 | 8,303,172 | 37,395 | 7,230,209 | +350,000 |
| 6/30/2027 | 8,513,750 | 8,552,266 | 38,516 | 7,602,026 | +350,000 |
| 6/30/2028 | 8,769,161 | 8,808,834 | 39,673 | 7,975,652 | +350,000 |
| 6/30/2029 | 9,032,239 | 9,073,100 | 40,861 | 8,351,070 | +350,000 |
| 6/30/2030 | 9,303,205 | 9,345,292 | 42,087 | 8,728,254 | +350,000 |
| 6/30/2031 | 9,058,760 | 9,625,651 | 566,891 | 8,579,454 | +350,000 |
| 6/30/2032 | 8,915,431 | 9,914,421 | 998,990 | 7,993,908 | +350,000 |
| 6/30/2033 | 8,495,660 | 10,211,853 | 1,716,193 | 6,680,737 | +350,000 |
| 6/30/2034 | 8,310,160 | 10,518,209 | 2,208,049 | 4,861,269 | +350,000 |
| 6/30/2035 | 8,105,882 | 10,833,755 | 2,727,873 | 2,503,264 | +350,000 |
| 6/30/2036 | 6,157,201 | 11,158,767 | 5,001,566 | -2,165,489 | +350,000 |
| 6/30/2037 | 4,105,251 | | | | |
| 6/30/2038 | 4,228,411 | | | | |
| 6/30/2039 | 4,355,264 | | | | |
| 6/30/2040 | 4,485,920 | | | | |
| 6/30/2041 | 3,830,568 | | | | |
| 6/30/2042 | 3,762,002 | | | | |
| 6/30/2043 | 3,251,833 | | | | |
| 6/30/2044 | 690,615 | | | | |
| 6/30/2045 | 84,007 | | | | |
| 6/30/2046 | 351,033 | | | | |
| Total | 185,068,078 | 170,994,715 | | | |
| | <u>Savings:</u> | <u>14,073,363</u> | | | |

* includes 0.8% interest

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
NEWARK TO COMMIT FUNDS FOR CALPERS AND OTHER
POST-EMPLOYMENT BENEFIT UNFUNDED ACCRUED
LIABILITIES

WHEREAS, the Government Accounting Standards Board (GASB) enacted GASB 54 – Fund Balance Reporting and Government Fund Type Definitions that requires the highest action of the City Council to Commit Funds. GASB defines Committed Funds as funds that can only be used for a specific, designated purpose; and

WHEREAS, there is currently Unfunded Accrued Liability in the City’s California Public Employee Retirement System (CalPERS) plans and in the Other Post-Employment Benefit (OPEB) plan.

NOW THEREFORE, the City Council of the City of Newark does ordain as follows:

Section 1: The current transfer of funds into Fund 008 and future funds deposited into Fund 008 for the purpose of reserves being held for future payments towards the City’s CalPERS and OPEB Unfunded Accrued Liabilities, shall be committed for said purpose.

Section 2: Effective Date. This ordinance shall take effect thirty days from the date of its passage. Before expiration of fifteen days after its passage, this ordinance shall be published in The Argus, a newspaper of general circulation, published and printed in the County of Alameda and circulated in the City of Newark.

**I.1 Consideration of a resolution declaring the City of Newark a Welcoming City –
from Vice Mayor Bucci. (RESOLUTION)**

Background/Discussion – Vice Mayor Bucci requests that the Newark City Council consider adopting a resolution declaring the City of Newark as a Welcoming City in order to show that Newark is committed to enhancing its cultural fabric by supporting and celebrating its multi-ethnic diversity, which includes newcomers and immigrants.

A proposed resolution has been prepared by Vice Mayor Bucci in consultation with the City Attorney. The resolution declares that the City of Newark is committed to building an inclusive community that welcomes immigrants and newcomers to participate in civic, cultural, and economic life. In addition, the proposed resolution affirms the Newark Police Department’s policy related to immigration enforcement; specifically that Newark Police Officers focus their time on responding to and investigating high-priority crimes and not enforcing federal immigration laws as this would undermine community trust and could deter law-abiding individuals from reporting crimes or coming forward as witnesses

The Newark community is diverse. Recent United States Census figures report that 37.2% of Newark’s population is foreign born and that 52.6% percent of Newark residents speak a language other than English at home. The proposed resolution indicates that the City values the social and cultural contributions of immigrants and recognizes that they are critical to the overall prosperity of the City.

The City of Newark has a history of commitment towards inclusiveness. Ten years ago, the City of Newark joined the National League of Cities Inclusive Communities Partnership Program. As part of this program the City put up signs and banners throughout the community with the message: “We are building an Inclusive Community.” The proposed resolution would further develop this commitment.

Attachment

Action – Vice Mayor Bucci requests that the City Council consider adopting a resolution declaring the City of Newark a Welcoming City.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK DECLARING THE CITY OF NEWARK A
WELCOMING CITY

WHEREAS, the City of Newark is committed to building a neighborly community that is inclusive, hospitable, and welcoming;

WHEREAS, the City of Newark seeks to help people, families, and institutions thrive and to value the contributions of all members of the community including newcomers and immigrants;

WHEREAS, the City of Newark is a diverse, multi-ethnic community that celebrates and embraces its many cultures; and

WHEREAS, the City of Newark is committed to continue enhancing its cultural fabric, economic success, global competitiveness and overall prosperity for all those who choose to make their home in the City; and

WHEREAS, the City of Newark promotes the health, safety, and success of all; and

WHEREAS, the City of Newark promotes inclusiveness, mutual respect, and cooperation throughout the community; and

WHEREAS, the Newark Police Department, in keeping with this philosophy, does not actively participate in the enforcement of federal immigration laws, which are under the jurisdiction of the U.S. Immigration and Customs Enforcement; and

WHEREAS, the Newark Police Department, like many other police departments in California, focuses their time on responding to and investigating high-priority crimes and not the enforcement of federal immigration laws; and

WHEREAS, the Newark Police Department has no desire to undermine community trust, and deter law-abiding individuals from reporting crimes or coming forward as witnesses; and

WHEREAS, the Newark Police Department serves all members of the public equally; and

WHEREAS, for all of the foregoing reasons, the City Council of the Newark would like to declare the City of Newark a Welcoming City;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby declares the City of Newark a Welcoming City.



City of Newark

MEMO

DATE: February 13, 2017
TO: City Council
FROM: Sheila Harrington, City Clerk *L.H.*
SUBJECT: Approval of Audited Demands for the City Council Meeting of February 23, 2017.

REGISTER OF AUDITED DEMANDS

Bank of America General Checking Account

| <u>Check Date</u> | | <u>Check Numbers</u> | |
|-------------------|----------|----------------------|-----------|
| February 03, 2017 | Page 1-2 | 110157 to 110217 | Inclusive |
| February 09, 2017 | Page 1-2 | 110218 to 110286 | Inclusive |



City of Newark

MEMO

DATE: February 13, 2017

TO: Sheila Harrington, City Clerk

FROM: Susie Woodstock, Administrative Services Director *SW*

SUBJECT: Approval of Audited Demands for the City Council Meeting of February 23, 2017.

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

1

Final Disbursement List. Check Date 02/03/17, Due Date 02/13/17, Discount Date 02/13/17. Computer Checks.
Bank 1001 US BANK

| MICR Check# | Vendor Number | Payee | Check Date | Check Amount | Description |
|----------------|------------------|--|---------------|-----------------|--|
| 110157 | 10449 | AFLAC ATTN: REMITTANCE PROCESSING SERVIC | 02/03/17 | 1,557.58 | PAYROLL - SHORT TERM DISABILITY PREMIUM |
| 110158 | 1774 | AIRGAS USA, LLC | 02/03/17 | 53.85 | WELDING SUPPLIES |
| 110159 | 1129 | ALAMEDA COUNTY CLERK RECORDER'S OFFICE | 02/03/17 | 50.00 | EXEMPTION FILING (HANDLING FEE) FOR PROJ |
| 110160 | 1129 | ALAMEDA COUNTY CLERK RECORDER'S OFFICE | 02/03/17 | 50.00 | EXEMPTION FILING (HANDLING FEE) FOR PROJ |
| 110161 | 1396 | ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC | 02/03/17 | 1,480,398.25 | FIRE SERVICES |
| 110162 | 344 | ALAMEDA COUNTY WATER DISTRICT | 02/03/17 | 26,564.12 | WATER USAGE |
| 110163 | 9928 | KATRINA ARMSTRONG | 02/03/17 | 424.18 | EXPENSE REIMBURSEMENT |
| 110164 | 134 | BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI | 02/03/17 | 59.76 | BATTERIES |
| 110165 | 8137 | BAVCO BACKFLOW APPARATUS & VALVE CO | 02/03/17 | 443.56 | IRRIGATION BACKFLOW REPAIR SUPPLIES |
| 110166 | 11471 | BEAR ELECTRICAL SOLUTIONS, INC. | 02/03/17 | 9,450.63 | TRAFFIC SIGNAL MAINTENANCE SERVICES (STE |
| 110167 | 9888 | BUREAU VERITAS NORTH AMERICA INC. | 02/03/17 | 4,715.08 | BLDG PLAN REVIEW SERVICES |
| 110168 | 9150 | CAL-WEST LIGHTING & SIGNAL MAINTENANCE I | 02/03/17 | 12,008.65 | STREETLIGHT AND TRAFFIC SIGNAL MAINTENAN |
| 110169 | 11413 | CINDY K. HULL & ASSOCIATES FORENSIC CONS | 02/03/17 | 1,200.00 | NON POST PATROL TRAINING |
| 110170 | 10060 | COMCAST | 02/03/17 | 76.00 | CABLE SVCS 01/28-02/27/17 |
| 110171 | 10649 | ENEDELIA LUGO | 02/03/17 | 1,000.00 | PERFORMANCE BOND RTN EP# 2015-0095 |
| 110172 | 10649 | LEI CHENG | 02/03/17 | 1,000.00 | PERFORMANCE BOND RTN EP# 2015-308 ENCP20 |
| 110173 | 10649 | JEFFREY D. YOUNT | 02/03/17 | 3,000.00 | PERFORMANCE BOND RTN EP# 2016-0038 |
| 110174 | 10649 | RAJVIR BHOGAL | 02/03/17 | 1,000.00 | PERFORMANCE BOND RTN EP# 2015-264 |
| 110175 | 10793 | GLENISHA FIELDS-ALEXANDER | 02/03/17 | 100.00 | RENTAL DEPOSIT REFUND |
| 110176 | 10793 | TRACY LIVELL | 02/03/17 | 100.00 | RENTAL DEPOSIT REFUND |
| 110177 | 10793 | ANTHONY HVERY | 02/03/17 | 100.00 | RENTAL DEPOSIT REFUND |
| 110178 | 7631 | DELTA DENTAL | 02/03/17 | 7,032.42 | PAYROLL - DENTAL PREMIUM FEB'17 |
| 110179 | 7641 | DELTA DENTAL INSURANCE COMPANY ATTN: ACC | 02/03/17 | 434.31 | PAYROLL - DENTAL PREMIUM FEB'17 |
| 110180 | 7183 | DEMARAY'S GYMNASTICS ACADEMY | 02/03/17 | 342.55 | RECREATION CONTRACT |
| 110181 | 184 | DEPARTMENT OF TRANSPORTATION CASHIER HQ | 02/03/17 | 1,444.81 | FY16-17 SHARED ENERGY AND MAINTENANCE CO |
| 110182 | 11342 | EAGLE CANYON CAPITAL | 02/03/17 | 153.00 | PATROL VEHICLE CLEANING |
| 110183 | 310 | EQUIFAX CONSUMER SERVICES | 02/03/17 | 52.10 | CREDIT BUREAU REPORTS |
| 110184 | 10478 | EUGENE'S HOME APPLIANCE SERVICE | 02/03/17 | 445.84 | APPLIANCE REPAIR |
| 110185 | 7663 | FIDELITY SECURITY LIFE INSURANCE/EYEMED | 02/03/17 | 696.80 | VISION PREMIUM |
| 110186 | 1733 | FIRST BAPTIST CHURCH | 02/03/17 | 80.00 | PAYROLL DEDUCTION - DONATION JAN'17 |
| 110187 | 1120 | FORENSIC ANALYTICAL SCIENCES, INC | 02/03/17 | 98.00 | LAB TESTS |
| 110188 | 234 | FREMONT ALARM C/O JOE TRIMBLE | 02/03/17 | 4,051.00 | ALARM SERVICE CITY BUILDINGS |
| 110189 | 550 | FREMONT RUBBER STAMP CO INC | 02/03/17 | 36.45 | STAMPERS/DESK SIGNS |
| 110190 | 313 | FREMONT URGENT CARE CENTER | 02/03/17 | 788.00 | PRE-EMPLOYMENT/DOT PHYSICALS |
| 110191 | 11438 | FRANK HERBERT | 02/03/17 | 243.75 | EXPENSE REIMBURSEMENT |
| 110192 | 5069 | KIDZ LOVE SOCCER, INC. | 02/03/17 | 2,131.20 | RECREATION CONTRACT |
| 110193 | 11469 | HORACE DOUGLAS LEONARD | 02/03/17 | 100.00 | ENTERTAINMENT FOR SENIOR CENTER |
| 110194 | 80 | LYNN PEAVEY COMPANY | 02/03/17 | 254.71 | EVIDENCE SUPPLIES |
| 110195 | 11439 | MACBRIDE OFFICE FURNITURE | 02/03/17 | 600.00 | DEVELOPMENT SERVICES WORK AREA REMODEL |
| 110196 | 7618 | METLIFE SBC | 02/03/17 | 1,844.40 | PAYROLL - LONG TERM DISABILITY PREMIUM |
| 110197 | 10907 | MICHAEL YORKS | 02/03/17 | 5,250.00 | BACKGROUND INVESTIGATIONS |
| 110198 | 3452 | NEWARK PAVILION | 02/03/17 | 500.00 | ROOM RENTAL FEE FOR 2017 EMPLOYEE SERVIC |
| 110199 | 327 | OCCU-MED LTD | 02/03/17 | 120.00 | PRE-EMPLOYMENT PHYSICALS |
| 110200 | 349 | PACIFIC GAS & ELECTRIC | 02/03/17 | 1,894.38 | STREETLIGHTS AND TRAFFIC SIGNALS |
| 110201 | 10729 | PETTY CASH CUSTODIAN-RECREATION CHERYL G | 02/03/17 | 596.65 | PETTY CASH REPLENISHMENT |
| 110202 | 329 | PHOENIX GROUP INFORMATION SYSTEMS | 02/03/17 | 127.65 | PARKING CITATION PROGRAM |
| 110203 | 1935 | PREFERRED ALLIANCE INC ATTN: ACCOUNTS RE | 02/03/17 | 1,139.04 | ANNUAL DOT RANDOM TESTING PROGRAM FEE |
| 110204 | 7885 | RENNE SLOAN HOLTZMAN SAKAI PUBLIC LAW GR | 02/03/17 | 10,539.76 | LEGAL ADVICE FEES |
| 110205 | 5164 | SAN MATEO REGIONAL NETWORK INC SMRN.COM | 02/03/17 | 170.00 | WEB HOSTING, EMAIL FILTERING, & NETWORK |
| 110206 | 2778 | STATE OF CALIFORNIA FRANCHISE TAX BOARD | 02/03/17 | 440.00 | PAYROLL DEDUCTIONS - GARNISHMENT |
| 110207 | 2778 | STATE OF CALIFORNIA FRANCHISE TAX BOARD | 02/03/17 | 1,088.91 | PAYROLL DEDUCTION - GARNISHMENT |

Final Disbursement List. Check Date 02/03/17, Due Date 02/13/17, Discount Date 02/13/17. Computer Checks.

Bank 1001 US BANK

| MICR Check# | Vendor Number | Payee | Check Date | Check Amount | Description |
|----------------|------------------|--|---------------|-----------------|---|
| 110208 | 11175 | SUPPORT WAREHOUSE LTD | 02/03/17 | 228.00 | POST WARRANTY SUPPORT RENEWAL (SILLIMAN |
| 110209 | 11396 | SWA SERVICES GROUP INC | 02/03/17 | 26,817.06 | JANITORIAL SERVICES |
| 110210 | 2038 | U.S. BANK ST. PAUL CM-9705 | 02/03/17 | 69,137.45 | AID 26 RFND 2013 ACCT# 204275000 |
| 110211 | 3930 | UNION BANK OF CALIFORNIA N.A. CORPORATE | 02/03/17 | 1,041.00 | AID 34 #6711679600 01/01/17-12/31/17 |
| 110212 | 8751 | PROVIDENT LIFE & ACCIDENT INSURANCE COMP | 02/03/17 | 261.24 | PAYROLL PREMIUM - E0246926 |
| 110213 | 5623 | VERIZON WIRELESS | 02/03/17 | 5,231.31 | IPHONE SVC |
| 110214 | 8714 | WESTERN PACIFIC SIGNAL LLC | 02/03/17 | 3,911.15 | TRAFFIC SIGNAL PARTS |
| 110215 | 143 | IDN WILCO | 02/03/17 | 219.53 | LOCKS & SUPPLIES |
| 110216 | 11466 | YORK RISK SERVICES GROUP | 02/03/17 | 13,500.00 | WORKER'S COMP PREFUND REQUEST |
| 110217 | 11466 | YORK RISK SERVICES GROUP | 02/03/17 | 56,500.00 | WORKER'S COMP REFUND REQUEST |
| Total | | | | 1,762,894.13 | |

1

Final Disbursement List. Check Date 02/09/17, Due Date 02/21/17, Discount Date 02/21/17. Computer Checks.

Bank 1001 US BANK

| MICKR Check# | Vendor Number | Payee | Check Date | Check Amount | Description |
|-----------------|------------------|--|---------------|-----------------|--|
| 110218 | 10658 | 4LEAF INC | 02/09/17 | 9,880.00 | BLDG INSPECTION SERVICES |
| 110219 | 1396 | ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC | 02/09/17 | 783,770.75 | FIRE SERVICES |
| 110220 | 11137 | AL CO TRAINING & EDUCATION CENTER | 02/09/17 | 365.00 | EXCEL TRAINING |
| 110221 | 284 | INFORMATION TECHNOLOGY DEPARTMENT ATTN: | 02/09/17 | 2,639.52 | AWS ACCESS FEES |
| 110222 | 5821 | ALL CITY MANAGEMENT SERVICES, INC | 02/09/17 | 1,795.50 | CROSSING GUARD SVCS 01/01-01/14/17 |
| 110223 | 11430 | ALLTECH PETRO INC. | 02/09/17 | 513.62 | FUEL TANK REPAIR |
| 110224 | 11270 | ARBORWELL | 02/09/17 | 2,835.00 | DECORATIVE LIGHTING |
| 110225 | 8137 | BAVCO BACKFLOW APPARATUS & VALVE CO | 02/09/17 | 31.46 | IRRIGATION BACKFLOW REPAIR SUPPLIES |
| 110226 | 3046 | BEE LINE GLASS CO INC | 02/09/17 | 165.00 | GLASS DOOR REPAIR |
| 110227 | 7275 | PETER BEIREIS | 02/09/17 | 19.53 | EXPENSE REIMBURSEMENT |
| 110228 | 11002 | JENNIFER BLOOM | 02/09/17 | 1,485.38 | EXPENSE REIMBURSEMENT |
| 110229 | 23 | FRANK BONETTI PLUMBING INC | 02/09/17 | 667.44 | PLUMBING/PIPE FITTING |
| 110230 | 3665 | BRUCE'S TIRE | 02/09/17 | 278.31 | TIRE PURCHASE/REPAIR |
| 110231 | 9150 | CAL-WEST LIGHTING & SIGNAL MAINTENANCE I | 02/09/17 | 4,963.93 | STREETLIGHT AND TRAFFIC SIGNAL MAINTENAN |
| 110232 | 7898 | CALIFORNIA DIESEL & POWER | 02/09/17 | 707.50 | GENERATOR REPAIR FIRE STATION |
| 110233 | 7439 | CENTERVILLE LOCKSMITH | 02/09/17 | 8.54 | YALE KEYS |
| 110234 | 11011 | CHANDLER GARAGE DOOR | 02/09/17 | 875.00 | DOOR REPAIR FIRE STATION |
| 110235 | 6304 | CLASSIC GRAPHICS T & J LEWIS INC | 02/09/17 | 1,120.63 | AUTO BODY REPAIRS/DECALS |
| 110236 | 10060 | COMCAST | 02/09/17 | 132.71 | CABLE AT THE SERVICE CENTER |
| 110237 | 1109 | CAPITAL ONE COMMERCIAL | 02/09/17 | 581.06 | SUPPLIES |
| 110238 | 10649 | DISCOUNT PLUMBING & ROOTER | 02/09/17 | 184.00 | BUILDING PERMIT REFUND PLMB2017-0006 ISS |
| 110239 | 10793 | DEANNA BLASE | 02/09/17 | 649.50 | CLASS REFUND |
| 110240 | 10793 | CORINA CARCAMO | 02/09/17 | 581.80 | CLASS REFUND MINUS PROCESSING FEE AND CL |
| 110241 | 10677 | DAILY JOURNAL CORPORATION CALIFORNIA NEW | 02/09/17 | 1,125.00 | LEGAL ADS |
| 110242 | 10794 | DUKE DE LEON | 02/09/17 | 285.00 | VIDEO RECORDING SERVICES |
| 110243 | 3728 | DEPARTMENT OF JUSTICE ACCOUNTING OFFICE | 02/09/17 | 520.00 | FINGERPRINTING FEES |
| 110244 | 11015 | EAST BAY LAWN MOWER | 02/09/17 | 928.54 | SMALL ENGINES AND TOOLS |
| 110245 | 10725 | AARON SLATER | 02/09/17 | 2,098.93 | EE COMPUTER LOAN PROGRAM |
| 110246 | 10642 | FASTANEL COMPANY | 02/09/17 | 127.83 | HARDWARE & FASTENERS |
| 110247 | 11314 | FH DAILEY CHEVROLET | 02/09/17 | 85.09 | GENERAL MOTORS PARTS & SERVICE |
| 110248 | 7351 | KARL FREDSTROM | 02/09/17 | 203.14 | EXPENSE REIMBURSEMENT |
| 110249 | 5106 | CITY OF FREMONT REVENUE DIVISION | 02/09/17 | 9,143.28 | NEWARK CASE MGMT |
| 110250 | 11112 | FREMONT CHRYSLER DODGE JEEP RAM | 02/09/17 | 501.27 | AUTO REPAIRS/SERVICE |
| 110251 | 2215 | FREMONT WHEEL & BRAKE | 02/09/17 | 80.00 | ALIGNMENTS |
| 110252 | 11465 | FRONTIER BUILDING PRODUCTS PACIFIC, LLC | 02/09/17 | 1,375.00 | SILLIMAN GATE REPAIR |
| 110253 | 8258 | GALL HOUSE PRINTING CONSULTANTS | 02/09/17 | 893.80 | BUSINESS CARD SHELLS |
| 110254 | 11157 | JASON GERMANO | 02/09/17 | 200.00 | RESERVE UNIF ALLOWANCE |
| 110255 | 1591 | PHILIP H HOLLAND | 02/09/17 | 200.00 | RESERVE UNIF ALLOWANCE |
| 110256 | 1457 | HOME DEPOT CREDIT SERVICES DEPT 32-25409 | 02/09/17 | 1,636.00 | MISC PARTS |
| 110257 | 10663 | HOSE & FITTING ETC | 02/09/17 | 11.01 | HYDRAULIC HOSES, PARTS & REPAIRS |
| 110258 | 7593 | BRUCE HOWCROFT | 02/09/17 | 200.00 | RESERVE UNIF ALLOWANCE |
| 110259 | 7964 | KNORR SYSTEMS INC | 02/09/17 | 3,105.30 | SILLIMAN AQUATIC REPAIRS |
| 110260 | 11335 | LEGACY ROOFING & WATERPROOFING | 02/09/17 | 1,320.00 | CIP PROJECT #983 ROOFING REPAIR |
| 110261 | 11246 | LOOMIS ARMORED | 02/09/17 | 297.71 | ARMORED CAR SERVICE |
| 110262 | 4313 | ANGELA MONTEZ | 02/09/17 | 54.58 | EXPENSE REIMBURSEMENT |
| 110263 | 6 | KAREN MORAIDA | 02/09/17 | 27.16 | EXPENSE REIMBURSEMENT |
| 110264 | 4139 | TAYYAB ALIM | 02/09/17 | 491.00 | PATROL VEHICLE CLEANING |
| 110265 | 78 | PERFORMANCE PEST MANAGEMENT LPC SERVICES | 02/09/17 | 694.00 | PEST CONTROL |
| 110266 | 11346 | PHAN'S SMOG STATION | 02/09/17 | 80.00 | VEHICLE SMOG CHECK |
| 110267 | 4176 | MICHAEL QUEBEC | 02/09/17 | 824.50 | RECREATION CONTRACT |
| 110268 | 11234 | RAY MORGAN COMPANY | 02/09/17 | 7,622.91 | COPIER LEASE AGREEMENT |

Final Disbursement List. Check Date 02/09/17, Due Date 02/21/17, Discount Date 02/21/17. Computer Checks.

Bank 1001 US BANK

| MICR Check# | Vendor Number | Payee | Check Date | Check Amount | Description |
|----------------|------------------|--|---------------|-----------------|--|
| 110269 | 11403 | ROYSTON HANAMOTO ALLEY & ABEY DBA RHAA | 02/09/17 | 9,136.25 | NEWARK PARKS MASTER PLAN - 12/16 |
| 110270 | 2017 | SANCRA MIKE MAINE, HAYWARD AREA RECREATI | 02/09/17 | 25.00 | 2017 MEMBERSHIP |
| 110271 | 1683 | S.B.R.P.S.T.C. | 02/09/17 | 1,580.00 | PATROL POST TRAINING |
| 110272 | 11223 | SOUTHERN COMPUTER WAREHOUSE, INC | 02/09/17 | 3,967.28 | MEETING ROOM DISPLAY |
| 110273 | 11171 | SSP DATA, INC | 02/09/17 | 4,228.00 | BACKUP SERVERS SUPPORT RENEWAL |
| 110274 | 40 | STAPLES ADVANTAGE DEPT LA | 02/09/17 | 2,419.48 | OFFICE SUPPLIES |
| 110275 | 5463 | MARY TEIXEIRA | 02/09/17 | 9.10 | EXPENSE REIMBURSEMENT |
| 110276 | 1765 | TEMPERATURE TECHNOLOGY INC | 02/09/17 | 5,401.30 | HVAC CONTRACTOR |
| 110277 | 146 | THYSSENKRUPP ELEVATOR CORPORATION | 02/09/17 | 3,675.65 | ELEVATOR REPAIR & SERVICE |
| 110278 | 135 | TURF & INDUSTRIAL EQUIPMENT CO | 02/09/17 | 141.35 | EQUIPMENT PARTS |
| 110279 | 7517 | U S FOODS INC SAN FRANCISCO | 02/09/17 | 18.39 | CAFE PURCHASES |
| 110280 | 3930 | UNION BANK OF CALIFORNIA N.A. CORPORATE | 02/09/17 | 750.00 | AID# 34 FINAL INTEREST PAYMENT #67116796 |
| 110281 | 5623 | VERIZON WIRELESS | 02/09/17 | 93.62 | GPS TRACKERS |
| 110282 | 11437 | JOYCE WANG | 02/09/17 | 295.42 | EXPENSE REIMBURSEMENT |
| 110283 | 10249 | WASHINGTON TOWNSHIP | 02/09/17 | 380.00 | VACCINATION SERVICES |
| 110284 | 10249 | WASHINGTON URGENT CARE | 02/09/17 | 720.00 | VACCINATION SERVICES |
| 110285 | 5050 | WEST COAST ARBORISTS INC | 02/09/17 | 5,920.00 | 2017 STREET TREE MAINTENANCE |
| 110286 | 9357 | WILMA LOTT CATERING | 02/09/17 | 1,888.04 | CATERING FOR 2017 EMPLOYEE SERVICE AWARD |
| Total | | | | 889,031.11 | |