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**AGENDA  
CITY OF UNION CITY  
CITY COUNCIL/REDEVELOPMENT AGENCY MEETING**

**TUESDAY, OCTOBER 11, 2011  
7:00 PM**

**COUNCIL CHAMBERS  
34009 ALVARADO NILES ROAD**

**A SPECIAL MEETING CLOSED SESSION PRECEDES THE REGULAR MEETING AT 6:30 P.M.**

**I. CALL TO ORDER**

I.a Pledge of Allegiance

I.b Roll Call

*Mayor Mark Green  
Vice Mayor Jim Navarro  
Councilmember Emily Duncan  
Councilmember Lorrin Ellis  
Councilmember Pat Gacoscos*

**II. UNFINISHED BUSINESS - None**

**III. PROCLAMATIONS AND PRESENTATIONS**

3.a Introduction of New and Promoted Employees

3.b Resolution in Recognition of Javier Munoz and Victor Gutierrez and Their Heroic Actions on September 26, 2011

3.c Proclamation Recognizing October 15, 2011 as White Cane Safety Day in the City of Union City

3.d Presentation Regarding Feasibility of a Firehouse Medical Clinic by Alameda County Fire Chief Sheldon Gilbert and Director of Alameda County Health Care Services Alex Briscoe

**IV. ORAL COMMUNICATIONS**

*Comments from the audience on non-agenda items will be accepted for a period of 30 minutes. Speakers are limited to three minutes each. Persons wishing to speak must complete a speaker card available at the rear of the Council Chamber or from the City Clerk. If the number of speakers exceeds the time allotment, cards will be shuffled and 10 speakers chosen at random. The remaining speakers may speak under Section XI of the agenda.*

**V. CONSENT CALENDAR**

*All matters listed on the Consent Calendar are considered routine in nature and will be enacted by one motion. If discussion is required on a specific item, it will be removed from the Consent Calendar and considered separately.*

- 5.a Motion to Waive Further Reading of Proposed Ordinance (This permits reading the title only in lieu of reciting the entire text of any proposed Ordinance)
- 5.b Approve Minutes of Regular Meeting on September 13, 2011
- 5.c Approve Minutes for the Special and Regular Meetings of September 27, 2011
- 5.d Reject Claim No. 835, Submitted by Lilia Albano, as Recommended by the City's Claims Administrator
- 5.e Reject Claim No. 844, Submitted by Jaime Lovato, as Recommended by the City's Claims Administrator
- 5.f Reject Claim No. 845, Submitted by Nelson Lumalu, as Recommended by the City's Claims Administrator
- 5.g Reject Claim No. 846, Submitted by Sharon Howe, as Recommended by the City's Claims Administrator
- 5.h Reject Claim No. 847, Submitted by Attorney John Lacklen on behalf of his client Alma Groves, as Recommended by the City's Claims Administrator
- 5.i Second Reading and Adoption of an Ordinance Amending Chapters 5.24 "Enforcement-Appeals" and 7.04 "Solid Waste Management" of the Union City Municipal Code Assessing Delinquent Business License Taxes, Solid and Organic Waste Collection and Disposal, and Recyclable Materials Collection and Processing Charges on the Tax Roll (Introduced September 27, 2011)
- 5.j Adopt a Resolution Authorizing the City Manager to Execute an Amended and Restated Joint Powers Agreement for Alameda County Associated Community Program (ACAP)
- 5.k Adopt a Resolution to Enter into an Agreement with 4Leaf, Inc. for Construction Inspection and Material Testing Services on the Whipple Road Overhead Seismic Retrofit Project, City Project No. 11-19, Federal Project No. STPLZ5354(026)
- 5.l Adopt a Resolution to Accept Work for the TOD Infrastructure Improvements Project, City Project No. 09-03
- 5.m Adopt a Resolution by the Community Redevelopment Agency of the City of Union City to adopt additional amendments to the Enforceable Obligation Payment Schedule (EOPS)

**VI. PUBLIC HEARINGS - None**

**VII. CITY MANAGER REPORTS - None**

**VIII. REDEVELOPMENT AGENCY - None**

**IX. AUTHORITIES AND AGENCIES - None**

**X. CITY COMMISSION/COMMITTEE REPORTS - None**

**XI. SECOND ORAL COMMUNICATIONS**

**XII. SCHEDULED ORAL COMMUNICATION - None**

**XIII. ITEMS REFERRED BY COUNCIL**

- 13.a Oral Reports by Mayor and Councilmembers on meetings of County or Regional Boards and Commissions

**XIV. GOOD OF THE ORDER**

**XV. CLOSED SESSION - None**

**XVI. ADJOURNMENT**

*A complete agenda packet is available for review at City Hall or on our website [www.unioncity.org](http://www.unioncity.org)*

*Any writings or documents provided to a majority of City Council members regarding any item on this agenda will be made available for public inspection at the City Clerk's Counter at City Hall, located at 34009 Alvarado-Niles Road, Union City, California, during normal business hours.*

*Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Interested person must request the accommodation at least two working days in advance of the meeting by contacting the City Clerk at (510) 675-5348.*



DATE: October 11, 2011  
TO: City Council  
FROM: Richard Digre, Administrative Services Director  
SUBJECT: Introduction of New and Promoted Employees

Staff presents the following new and promoted employees to the Mayor and City Council:

*Economic Community Development Department*

*New Hires:*

- **Andrew Block** was hired on October 5, 2011. He will work with the Economic & Community Development Department as an Environmental Programs Manager.

*Leisure Services Department – Youth and Family Services*

*New Hires:*

- **Jasmine Valentine** was hired on June 22, 2011. She will work with the Youth and Family Services Department as a Street Outreach Worker.

*Police Department*

*New Hires:*

- **Michael Brunicardi** was hired on July 11, 2011. He will work in the Police Department as a Police Officer Recruit II.
- **Christopher Figueiredo** was hired on July 11, 2011. He will work in the Police Department as a Police Officer.
- **Andrew Doyle** was hired on August 8, 2011. He will work in the Police Department as a Police Dispatcher Trainee.
- **Jeff Willson** was hired on August 15, 2011. He will work in the Police Department as a Police Officer Recruit II.
- **Audrey Villalobos** was hired on August 15, 2011. She will work in the Police Department as a Police Officer Assistant.

***Promotions:***

- ***Paul Kanazeh*** was promoted from Police Officer to Police Corporal effective May 2, 2011.

***Public Works Department***

***New Hires:***

- ***Murray Chang*** was hired on May 16, 2011. He will work with the Public Works Department as a Civil Engineer I.
- ***Thomas Ruark*** was hired on September 5, 2011. He will work with the Public Works Department as a City Engineer.

Prepared by:  
Leticia Najera  
Personnel Analyst

Submitted by:  
Richard Digre  
Administrative Services Director

Approved by:  
Larry Cheeves  
City Manager

# CITY OF UNION CITY

## RESOLUTION



### RECOGNITION OF JAVIER MUNOZ AND VICTOR GUTIERREZ

*WHEREAS, Javier Munoz has served the Community of Union City since being hired in 2007 as a Streets Maintenance Worker with the Union City Public Works Department, and Victor Gutierrez is a Union City resident who was assigned as a Seasonal employee, but now serves as a Facility Maintenance Worker with the Union City Public Works Department; and*

*WHEREAS, during the morning of September 26, 2011, while in the Decoto District of Union City, Javier Munoz and Victor Gutierrez observed two loose pit bull dogs running at large, unsupervised, and displaying aggressive behavior towards pedestrians on the street; and*

*WHEREAS, almost immediately after first observing the pit bull dogs Javier Munoz and Victor Gutierrez saw them, without provocation, attack a small terrier dog being walked on a leash by a young female pedestrian; and*

*WHEREAS, upon observing the attack Javier Munoz and Victor Gutierrez immediately, without any fear or thought of their own safety, exited their vehicle and began to hit the pit bull dogs in an attempt to stop the attack on the young girl and dog; and*

*WHEREAS, through their efforts Javier Munoz and Victor Gutierrez were able to stop the attack and force the pit bull dog to release the terrier dog from its mouth and end the attack on the terrier dog and its owner; and*

*WHEREAS, through their efforts Javier Munoz and Victor Gutierrez were able to prevent major injury to the dog owner, but were unable to save the life of the owner's terrier dog; and*

*WHEREAS, Javier Munoz and Victor Gutierrez were able to capture one of the pit bull dogs and secure it until the arrival of the police and were able to follow the other pit bull dog to its home, thus aiding in the investigation of this attack,*

*NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Union City would like to commend Javier Munoz and Victor Gutierrez for their heroic actions during the morning of September 26, 2011, for their continued dedicated service to the community of the City of Union City, and extend to them our thanks and gratitude.*

**DATED:** October 11, 2011

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MARK GREEN, Mayor

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JIM NAVARRO, Vice Mayor

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EMILY DUNCAN, Councilmember

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LORRIN ELLIS, Councilmember

---

PAT GACOSCOS, Councilmember

# CITY OF UNION CITY PROCLAMATION

## *Recognizing October 15, 2011 as "White Cane Safety Day" in Union City*

*WHEREAS, the white cane, or guide dog, which every blind citizen of Union City has the right to use, demonstrates and symbolizes his/her ability to work productively in competitive employment; and*

*WHEREAS, the white cane, or guide dog, by allowing every blind person to move freely and safely from place to place, makes it possible for him/her to participate fully in and contribute to our society; and*

*WHEREAS, motorists should be aware that the law requires that blind pedestrians carrying a white cane or using a guide dog shall be given the right-of-way; and*

*WHEREAS, California law calls upon employers, both public and private, to be aware of and utilize the employment skills of blind citizens by recognizing their worth as individuals and their productive capacities as employees; and*

*WHEREAS, through the public education and outreach efforts of the National Federation of the Blind of California, citizens of Union City can look forward to a continued expansion of employment opportunities for the greater acceptance of blind persons in the competitive labor market.*

*NOW, THEREFORE, BE IT PROCLAIMED that the City Council of the City of Union City does hereby recognize October 15, 2011, as "White Cane Safety Day," for the purpose of bringing a greater understanding of blindness and what it means to be blind to the citizens of Union City, and calls upon our schools to offer full opportunities for training to blind persons; public and private employers to utilize the available skills of competent blind persons and to open new opportunities for the blind in our rapidly changing society; and, for all citizens to recognize the white cane and guide dog as instruments of safety and self-help for blind pedestrians on our streets and highways.*

*DATED this 11<sup>th</sup> day of October 2011*

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*MARK GREEN, Mayor*

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*JIM NAVARRO, Vice Mayor*

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*EMILY DUNCAN, Councilmember*

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*LORRIN ELLIS, Councilmember*

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*PAT GACOSCOS, Councilmember*

**MINUTES  
CITY OF UNION CITY  
CITY COUNCIL/REDEVELOPMENT AGENCY MEETING**

**TUESDAY, SEPTEMBER 13, 2011  
7:00 PM**

**COUNCIL CHAMBERS  
34009 ALVARADO NILES ROAD**

***A SPECIAL MEETING CLOSED SESSION PRECEDED THE REGULAR MEETING AT 6:00 P.M.***

**I. CALL TO ORDER**

Vice Mayor Navarro called the meeting to order at 7:10 p.m.

I.a Pledge of Allegiance

I.b Roll Call

Present: Councilmembers Duncan, Ellis and Gacoscos, Vice Mayor Navarro  
Absent: Mayor Green (arrived at 7:13 p.m.)

**II. UNFINISHED BUSINESS – None**

**III. PROCLAMATIONS AND PRESENTATIONS**

3.a Resolution in Support of the Alameda County Public Libraries Banned Books Week 2011 Celebration in the City of Union City

Mayor Green read the resolution aloud, and presented it to Union City Librarian Mira Geroy.

**IV. ORAL COMMUNICATIONS**

Ian Palavi, Manager of the Starbuck's on Decoto Road, announced a community event was planned to celebrate the remodel of his store on October 8, 2011, from 10 am – 2 pm. Mr. Palavi requested City support for a child ID program Starbuck's has planned that day. City Manager Cheeves stated staff would be happy to work with Mr. Palavi.

Carol Dutra-Vernaci expressed her appreciation to Councilmember's who attended the CERT drill on Saturday, and reminded everyone of the importance of activating the City's Disaster Council.

Hugh McNamara noted there are two alternates on the Senior Commission, and inquired as to when it would be appropriate to appoint a replacement for deceased Commissioner Aylesworth. Mayor Green directed the City Clerk to agendize the appointment for the next City Council meeting on October 11, 2011.

## V. CONSENT CALENDAR

It was moved by Councilmember Gacoscos, seconded by Councilmember Ellis, to approve Consent Calendar Items 5.a through 5.h, as recommended by staff. Motion carried unanimously.

- 5.a Waived Further Reading of Proposed Ordinance (This permits reading the title only in lieu of reciting the entire text of any proposed Ordinance)
- 5.b Approved Minutes for the Special and Regular Meetings of August 23, 2011
- 5.c Approved Minutes for the Special Meetings of August 27, 2011 and August 30, 2011
- 5.d Rejected Claim No. 841, Submitted by TransPac for Century National Insurance, as Recommended by the City's Claims Administrator
- 5.e Adopted **Resolution No. 4211-11** Awarding a Contract for the Purchase of One Lease-Returned Sedan for the Union City Police Department and Authorization to Surplus One 1999 Mercury Grand Marquis, City Project No. 11-21
- 5.f Adopted **Resolution No. 4212-11** Amending Resolution No. 4207-11 by Removing the Exemption to Mandatory Multi-Family Recycling Fees for Facilities Currently Receiving Commercial-Style Recycling Services, and Extending Fee Implementation Thirty Days to November 1, 2011
- 5.g Adopted **Resolution No. 4213-11** Accepting Improvements for the Union City Corporation Yard Concrete Pad Improvements, City Project No.09-17
- 5.h Adopted **Resolution No. 4214-11** Authorizing and Directing The City Manager to Execute An Agreement with the County of Alameda Designating the City of Union City as a Sub-Recipient of HOME Investment Partnership Act Funds and Continued Participation in the HOME Program Consortium for Fiscal Years 2012, 2013 and 2014

## VI. PUBLIC HEARINGS

- 6.a Adopt a Resolution Approving Site Development Review (SD-11-002) to Allow the Expansion of an Existing AT&T Roof-Mounted Wireless Telecommunication Facility at 33709 Mission Boulevard, at the Corner of Decoto Road

Economic and Community Development Director Malloy presented the staff report. Zachary Carter from AT&T responded to technical questions from Councilmembers.

Mayor Green opened the public hearing. Zachary Carter, representing AT&T, expressed his appreciation for staff's work on the project. There were no other speakers on the matter. Mayor Green closed the public hearing.

It was moved by Vice Mayor Navarro, seconded by Councilmember Duncan, to adopt **Resolution No. 4215-11** Approving Site Development Review, SD-11-002, to Expand an Existing Roof-Mounted Wireless Telecommunication Facility at 33709 Mission Boulevard. Motion carried unanimously.

## VII. CITY MANAGER REPORTS

- 7.a Adopt Four Resolutions: 1) Resolution of the City Council of the City of Union City Authorizing the Acceptance and Appropriation of the 2008 Transit Oriented Development Housing Program (TOD) Grant Awarded by the State of California Department of Housing and Community Development, and Authorizing the Execution of a Standard Agreement and All Related Agreements and Documents Required in Connection with Such Grant; 2) Resolution of the Community Redevelopment Agency of the City of Union City Approving the Assignment of an Infill Infrastructure Grant Award to the City of Union City 3) Resolution of the City Council of the City of Union City Authorizing the Acceptance of an Award from the State of California Department of Housing and Community Development for Funding Under the Infill Infrastructure Grant Program, and Authorizing the Execution of a Standard Agreement and All Related Agreements and Documents Necessary to Participate in the Infill Infrastructure Grant Program; 4) Resolution of the City Council of the City of Union City Authorizing the Execution of an Agreement with MidPen Housing Corporation Outlining Certain Obligation in Connection with Grants Received from the California Department of Housing and Community Development Pursuant to the Transit Oriented Development Program and the Infill Infrastructure Grant Program

Redevelopment Agency Manager Evanoff presented the staff report and responded to questions from Councilmembers.

It was moved by Councilmember Duncan, seconded by Vice Mayor Navarro, to adopt **Resolution 4208-11** Authorizing the Acceptance and Appropriation of the 2008 Transit Oriented Development Housing Program (TOD) Grant Awarded by the State of California Department of Housing and Community Development, and Authorizing the Execution of a Standard Agreement and all Related Agreements and Documents required in Connection with Such Grant. Motion carried unanimously.

It was moved by Councilmember Ellis, seconded by Councilmember Gacoscos, to adopt **RDA Resolution No. 446-11** Approving the Assignment of an Infill Infrastructure Grant Award to the City of Union City. Motion carried unanimously.

It was moved by Councilmember Gacoscos, seconded by Councilmember Duncan, to adopt **Resolution 4209-11** Authorizing the Acceptance of an Award from the California Department of Housing and Community Development for Funding Under the Infill Infrastructure Grant Program, and Authorizing the Execution of a Standard Agreement and all Related Agreements and Documents Necessary to Participate in the Infill Infrastructure Grant Program. Motion carried unanimously.

It was moved by Councilmember Ellis, seconded by Vice Mayor Navarro, to adopt **Resolution 4210-11** Authorizing the Execution of an Agreement with Midpen Housing Corporation Outlining Certain Obligations in Connection with Grants Received from the California Department of Housing and Community Development Pursuant to the Transit Oriented Development Program and the Infill Infrastructure Grant Program. Motion carried unanimously.

- 7.b A Follow-up Report with Recommendations Regarding the Rehabilitation Status and Interim Use of the Former Fire Station #3 on 10th Street

Deputy City Manager Acosta presented the staff report and responded to questions from Councilmembers. Councilmembers considered the various policy options as outlined in the staff report.

Artist Lilia Reynoso respectfully declined to do a mural at a temporary building location, but did offer to provide her services on the design and creation of a mural on a permanent property owned by the City.

By consensus, the City Council provided the following direction to staff:

- 1) Approved interim uses to remain for 1-3 years, until the real estate market recovers and property can be sold;
- 2) Authorized code compliance repairs estimated at \$33,000 - \$40,000 from Leisure Revolving Fund (Fund 2410), and to defer a new fire sprinkler system due to cost and limited lifespan, and to cap the building occupancy at no more than 49 persons; and,
- 3) Approved amending the Leisure FY 2011-12 operating budget to include \$27,600 for operations and maintenance costs (Fund 2410).

Council directed staff to return by November 2011, with a report recommending a proposal to accept artist Lilia Reynoso's offer to design and paint a mural on a permanent city-owned property, and with a recommendation for potential property sites.

#### 7.c Update on the Economic Development Study Session Format for Four Geographic Areas in the City

Economic and Community Development Director Malloy presented the staff report and responded to questions from Councilmembers. Councilmembers provided comment and confirmed:

- The geographic areas, in order of preference are: Old Alvarado and Union City Boulevard; East of BART (Station District and DIPSA/RDC); Central Bay Industrial Park; and the Horner/Veasy Area.
- The participants for each geographic area will include a commercial broker, commercial developer, residential developer, retail broker, two businesses within the area (to be selected by Economic Development Advisory Team members Dutra-Vernaci, Duncan and Ellis), an investor, and the East Bay Economic Development Alliance.
- Work sessions will be scheduled as follows:
  - October 4, 2011..... Old Alvarado and Union City Boulevard
  - October 18, 2011..... East of BART (Station District and DIPSA/RDC)
  - November 1, 2011..... Central Bay Industrial Park
  - November 29, 2011..... Horner/Veasy Area

Barry Ferrier requested economic development goals be identified to make clear the City's primary objectives.

Hugh McNamara expressed concern about the current conditions and businesses along Union City Boulevard.

Carol Dutra-Vernaci, Chair of the Economic Development Advisory Team, requested Council direction on the preferred uses within the target geographic areas.

**VIII. REDEVELOPMENT AGENCY - None**

**IX. AUTHORITIES AND AGENCIES - None**

**X. CITY COMMISSION/COMMITTEE REPORTS - None**

**XI. SECOND ORAL COMMUNICATIONS - None**

**XII. SCHEDULED ORAL COMMUNICATION - None**

**XIII. ITEMS REFERRED BY COUNCIL**

13.a Oral Reports by Mayor and Councilmembers on meetings of County or Regional Boards and Commissions

Vice Mayor Navarro stated he will attend the League of California Cities East Bay Division dinner on September 15, 2011.

Vice Mayor Navarro stated he will attend the League of California Cities conference in San Francisco, September 21-23, 2011.

Councilmember Gacoscos stated she attended the Housing Authority of Alameda County meeting on August 24, 2011. Councilmember Gacoscos stated the authority voted to approve the Memorandum of Understanding with the local Service Employees International Union.

Councilmember Gacoscos stated she attended the City Council Economic Development Opportunity Sites Tour on August 27, 2011.

Councilmember Gacoscos stated she attended the Special City Council/Redevelopment Agency Joint Meeting with New Haven Unified School District meeting on August 30, 2011.

Councilmember Gacoscos stated she attended the Union City Youth Soccer League grand opening at James Logan High School on September 10, 2011.

Councilmember Gacoscos stated she attended the Community Emergency Response Team (CERT) annual refresher training on September 10, 2011, and urged residents to attend CERT trainings.

Councilmember Gacoscos stated she will attend the Housing Authority of Alameda County meeting on September 14, 2011.

Councilmember Ellis stated he attended the Economic Development Advisory Team meeting on August 24, 2011.

Councilmember Ellis stated he attended the Special City Council/Redevelopment Agency Joint Meeting with New Haven Unified School District meeting on August 30, 2011.

Councilmember Ellis stated he attended the Northern Silicon Valley Partnership

business social on September 7, 2011.

Councilmember Ellis stated he attended the 10<sup>th</sup> anniversary remembrance ceremony at the Flight 93 Memorial on September 11, 2011.

Councilmember Duncan stated she attended the Economic Development Advisory Team meeting on August 24, 2011.

Councilmember Duncan stated she attended City Council Economic Development Opportunity Sites Tour on August 27, 2011.

Councilmember Duncan stated she attended the Special City Council/Redevelopment Agency Joint Meeting with New Haven Unified School District meeting on August 30, 2011. Councilmember Duncan expressed interest in scheduling a follow up meeting with the school district.

Councilmember Duncan stated she attended the Community Emergency Response Team (CERT) annual refresher training on September 10, 2011, and urged residents to participate in CERT events.

Councilmember Duncan stated she attended the 10<sup>th</sup> anniversary remembrance ceremony at the Flight 93 Memorial on September 11, 2011.

Councilmember Duncan stated she will attend the Associated Community Action Program meeting on September 15, 2011, on behalf of Vice Mayor Navarro.

Councilmember Duncan stated she will attend the League of California Cities conference in San Francisco, September 21-23, 2011.

Mayor Green stated he attended the 10<sup>th</sup> anniversary remembrance ceremony at the Flight 93 Memorial on September 11, 2011.

Mayor Green stated he attended the Alameda County Transportation Commission (ACTC) meeting on September 12, 2011. Mayor Green stated the committee voted to advance \$5 million to the east-west connector project, and voted separately to engage with the Metropolitan Transportation Commission in the formation of a strategy to purchase right-of-way on the Dumbarton Rail. Mayor Green stated the commission agreed to accept ACTC Executive Director Art Dao's offer to forego his scheduled raise.

Mayor Green stated he will attend the Association of Bay Area Governments Executive Board meeting on September 15, 2011.

Mayor Green stated he and City Attorney Reyes met with representatives from the City of Pinole to encourage the City to retain their membership to the Association of Bay Area Governments.

Mayor Green stated he attended the Joint Meeting of the Waste Management Authority and Recycling Boards on September 8, 2011, at the Castro Valley library. Mayor Green stated the discussion included the potential for a mandatory countywide recycling program and a possible countywide plastic bag ban.

Mayor Green stated he met with a representative from Wells Fargo to discuss real estate and economic conditions.

Mayor Green stated he had scheduled a meeting for Administrative Services Director Digre to meet with a representative from a document company on September 19, 2011.

Mayor Green stated a Leisure Services employee had a serious medical problem over the weekend and is now recovering.

#### **XIV. GOOD OF THE ORDER**

Councilmember Duncan stated there is a vacant lot near the corner of Decoto Road and Mission Boulevard with miscellaneous debris. Councilmember Duncan requested steps be taken to clean up the mess. City Manager Cheeves stated staff will determine who owns the lot and take steps to ensure the site is cleaned up.

Councilmember Ellis commended staff for the successful 10<sup>th</sup> anniversary remembrance ceremony on September 11, 2011, at the Flight 93 Memorial.

Councilmember Ellis commended the Public Works department for its management of the Dyer Street rehabilitation project.

Councilmember Ellis requested a cost analysis for funding disaster support efforts in conjunction with the Community Emergency Response Team.

Councilmember Gacoscos commended Public Works staff on the completion of the Dyer Street rehabilitation project and stated residents are pleased with the result.

Councilmember Gacoscos commended staff for the successful 10<sup>th</sup> anniversary remembrance ceremony on September 11, 2011, at the Flight 93 Memorial.

Vice Mayor Navarro requested City staff clean up the graffiti on the exterior wall of the S K Donut shop located at the corner of Dyer Street and Alvarado Boulevard.

Mayor Green commended Community Emergency Response Team (CERT) Coordinator Carol Dutra-Vernaci on the successful annual CERT refresher training on September 10, 2011.

Mayor Green commented he was pleased the Union City Youth Soccer League was able to hold their season opening event on September 10, 2011.

Mayor Green stated he attended the James Logan High School football game on September 9, 2011.

Mayor Green stated he will meet with the general manager of US Pipe on September 20, 2011, to discuss air district requirements.

Mayor Green stated he will be attending the State of the San Francisco Estuary conference on September 21, 2011.

Mayor Green stated he will be unable to attend the upcoming East Bay Economic

Development Alliance meeting because he will be attending the League of California Cities conference in San Francisco, September 21-23, 2011.

Mayor Green stated the Alameda County Transportation Commission will be exploring policy changes at the upcoming meeting.

**XV. CLOSED SESSION - None**

**XVI. ADJOURNMENT**

Mayor Green adjourned the regular meeting at 9:17 p.m.

Respectfully submitted,

Renee Elliott  
City Clerk

**MINUTES  
OF SPECIAL MEETING  
CITY OF UNION CITY  
CITY COUNCIL/REDEVELOPMENT AGENCY**

**Tuesday, September 27, 2011  
6:30 p.m.**

**City Council Conference Room  
34009 Alvarado-Niles Road**

**I. CALL TO ORDER**

Mayor Green called the special meeting to order at 6:30 p.m.

Present: Councilmembers Duncan, Ellis, and Gacoscos  
Vice Mayor Navarro  
Mayor Green  
Absent: None

**II. ORAL COMMUNICATIONS – None.**

**III. CLOSED SESSION – CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

(Pursuant to Government Code Section 54956.8)

Property: APN Nos. 087-0102-001, 087-0102-005, 087-0102-006, 087-0102-007; and, APN Nos. 087-0101-080-32, 087-0101-080-33, 087-0101-080-35, 087-0101-080-38, 087-0101-080-39  
Buyer: City of Union City represented by Joan Malloy and Mark Evanoff  
Seller: 2C Development Company LLC, a limited liability company represented by Howard Ellman  
Under negotiation: Price and terms

**IV. CLOSED SESSION – CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

(Pursuant to Government Code Section 54956.8)

Property: APN Nos. 087-0340-001, 087-0340-002, 087-0340-003, 087-0340-004, 087-0340-005, 087-0340-006, 087-0340-007, 087-0019-018, and 087-0019-019  
Buyer: City of Union City represented by Joan Malloy and Mark Evanoff  
Seller: TBA  
Under negotiation: Price and terms

**V. CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – EXISTING**

**LITIGATION** (Pursuant to Government Code Section 54956.9(a))

CRA, LOCC, Union City, et al. v. Ana Matosantos – Cal. Supreme Court Case No. S194861

**VI. ADJOURNMENT**

Mayor Green adjourned the special meeting at 7:10 p.m. with no reportable action.

Respectfully submitted,

Renee Elliott  
City Clerk

**MINUTES  
CITY OF UNION CITY  
CITY COUNCIL/REDEVELOPMENT AGENCY MEETING**

**TUESDAY, SEPTEMBER 27, 2011  
7:00 PM**

**COUNCIL CHAMBERS  
34009 ALVARADO NILES ROAD**

***A SPECIAL MEETING CLOSED SESSION PRECEDED THE REGULAR MEETING AT 6:30 P.M.***

**I. CALL TO ORDER**

Mayor Green called the meeting to order at 7:12 p.m.

I.a Pledge of Allegiance

I.b Roll Call

Present: Councilmembers Duncan, Ellis and Gacoscos, Vice Mayor Navarro, Mayor Green

Absent: None

Mayor Green announced there was no reportable action from the Closed Session held earlier.

**II. UNFINISHED BUSINESS - None**

**III. PROCLAMATIONS AND PRESENTATIONS - None**

**IV. ORAL COMMUNICATIONS**

Recycling Coordinator Roberto Muñoz announced a "Science in the Park" event scheduled for Saturday, October 1, 2011, at the Oliver Sports Park.

Ian Pavlavi announced the remodel of the Starbuck's store on Decoto Road had been rescheduled and, as a result, the ID program for children event will likely be rescheduled to October 29, from 10 am – 2 pm. Mr. Pavlavi will confirm this date at the next City Council meeting.

**V. CONSENT CALENDAR**

**Item 5.b was removed from the Consent Calendar.**

It was moved by Vice Mayor Navarro, seconded by Councilmember Duncan, to approve Consent Calendar Items 5.a and 5.c through 5.h, as recommended by staff. Motion carried unanimously.

5.a Waived Further Reading of Proposed Ordinance (This permits reading the title only in lieu of reciting the entire text of any proposed Ordinance)

5.c Adopted **Resolution No. 4216-11** Appointing Suzanne Ortt to Serve on the Senior Citizens Commission

- 5.d Adopted **RDA Resolution No. 447-11** Ratifying the Enforceable Obligation Payment Schedule (EOPS) Adopted Pursuant to Health and Safety Code Section 34169(g), Adopting Amendments to the EOPS, and Adopting A Preliminary Initial Recognized Obligation Payment Schedule Pursuant to Health and Safety Code Section 34169(g); and adopted **RDA Resolution No. 448-11** Approving Payments to the City of Union City Pursuant to the Voluntary Alternative Redevelopment Program
- 5.e Adopted **Resolution No. 4217-11** Declaring Certain Vehicles as Surplus and Authorizing the Disposal at Auction

**Consideration of Item 5.b removed from the Consent Calendar.**

- 5.b Approve Minutes for the Special and Regular Meetings of September 13, 2011

Councilmember Gacoscos noted a correction was needed to reflect the name of the Councilmember who seconded her motion to approve the Consent Calendar items on the regular meeting minutes for September 13, 2011. City Clerk Elliott stated the correction would be made, and the minutes brought back for Council approval on October 11, 2011.

It was moved by Councilmember Gacoscos, seconded by Councilmember Ellis, to approve the Special Meeting Minutes of September 13, 2011. Motion carried unanimously.

**VI. PUBLIC HEARINGS - None**

**VII. CITY MANAGER REPORTS**

- 7.a Introduction of an Ordinance of the City Council of the City of Union City Amending Chapters 5.24 "Enforcement - Appeals" and 7.04 "Solid Waste Management" of the Union City Municipal Code Assessing Delinquent Business License Taxes, Solid and Organic Waste Collection and Disposal, and Recyclable Materials Collection and Processing Charges on the Tax Roll

Deputy City Manager Acosta presented the staff report and responded to questions from Councilmembers.

It was moved by Councilmember Ellis, seconded by Vice Mayor Navarro, to introduce an Ordinance Amending Chapters 5.24 "Enforcement-Appeals" and 7.04 "Solid Waste Management" of the Union City Municipal Code Assessing Delinquent Business License Taxes, Solid and Organic Waste Collection and Disposal, and Recyclable Materials Collection and Processing Charges on the Tax Roll. Motion carried unanimously.

- 7.b Adopt a Resolution Creating the Employee Classification of Communications and Marketing Manager, and Amending the City Employee Compensation Plan and Authorized Position List Accordingly

City Manager Cheeves presented the staff report and responded to questions from Councilmembers.

Barry Ferrier spoke about the importance of publishing the job announcement in numerous marketing journals.

Hugh McNamara spoke in support of the Marketing Manager position.

It was moved by Councilmember Ellis, seconded by Councilmember Gacoscos, to adopt **Resolution No. 4218-11** Approving the Employee Classification of Communication and Marketing Manager and Amending the City Employee Compensation Plan and Authorized Position List Accordingly. Motion carried unanimously.

**VIII. REDEVELOPMENT AGENCY - None**

**IX. AUTHORITIES AND AGENCIES - None**

**X. CITY COMMISSION/COMMITTEE REPORTS - None**

**XI. SECOND ORAL COMMUNICATIONS - None**

**XII. SCHEDULED ORAL COMMUNICATION - None**

**XIII. ITEMS REFERRED BY COUNCIL**

13.a Oral Reports by Mayor and Councilmembers on meetings of County or Regional Boards and Commissions

Vice Mayor Navarro stated he attended the League of California Cities conference in San Francisco, September 21–23, 2011. Vice Mayor Navarro stated the sessions were informative.

Councilmember Gacoscos stated she attended the Housing Authority of Alameda County meeting on September 14, 2011. Councilmember Gacoscos stated the authority adopted the operating budget for fiscal year ending June 30, 2012; budget adoption had been deferred pending completion of labor negotiations.

Councilmember Gacoscos stated she attended the Joint Session of the City Council and Senior Commission on September 20, 2011.

Councilmember Gacoscos stated she attended the League of California Cities conference on September 22, 2011.

Councilmember Duncan stated she attended the Associated Community Action Program board meeting on September 15, 2011, on behalf of Vice Mayor Navarro. Councilmember Duncan stated the board voted to reconstruct the governing board to be comprised of city managers from participating cities, and no longer include elected officials.

Councilmember Duncan stated she attended the Joint Session of the City Council and Senior Commission on September 20, 2011. Councilmember Duncan stated the Senior Commission expressed the need for a permanent staff member at the Ruggieri Senior Center.

Councilmember Duncan stated she attended the League of California Cities conference in San Francisco, September 21–23, 2011. Councilmember Duncan stated the sessions were informative and useful.

Vice Mayor Navarro stated he would like Councilmember Duncan to attend the National League of Cities conference in Phoenix, Arizona, November 9-12, 2011.

Mayor Green stated he attended the League of California Cities conference in San Francisco, September 21– 23, 2011.

Mayor Green expressed support for a representative from the City attending the National League of Cities conference.

Mayor Green stated Governor Brown signed Assembly Bill No. 1086 (Wieckowski), allowing for a sales tax measure to be on the ballot for November 2012. Mayor Green provided information regarding the potential ballot measure.

Mayor Green stated he will attend the Metropolitan Transportation Commission meeting on September 28, 2011. Mayor Green provided information regarding potential locations for the regional government facility to be jointly occupied by the San Francisco Bay Conservation and Development Commission (BCDC), Metropolitan Transportation Commission (MTC), Bay Area Air Quality Management District (BAAQMD), and the Association of Bay Area Governments (ABAG). Mayor Green expressed support for the regional government facility to be located in Oakland.

Mayor Green stated he met with East Bay Bicycle Coalition advocates regarding bicycle projects in our community.

Mayor Green stated the Alameda County Green Business Recognition Event will be held on October 27, 2011, at the David Brower Center in Berkeley.

Mayor Green stated the 2011 Stopwaste.org Partnership Business Efficiency Awards will be on October 28, 2011, at the Oakland Asian Cultural Center.

Mayor Green stated he will attend the Association of Bay Area Governments Fall General Assembly on October 13, 2011, at the Westin St. Francis in San Francisco.

Mayor Green stated he will attend the Alameda County Heroes Breakfast on September 28, 2011, in Oakland.

Mayor Green stated he will attend the Safe Alternatives to Violent Environments (SAVE) 9<sup>th</sup> Annual Breakfast Eye Opener on September 30, 2011, at the Newark Hilton.

Mayor Green stated he will attend the Dumbarton Rail Committee meeting on September 30, 2011, in the Council Chambers.

#### **XIV. GOOD OF THE ORDER**

Councilmember Ellis commended Public Works staff for early completion of road projects near Almaden Boulevard.

Councilmember Ellis stated there are crosswalks on Almaden Boulevard with incomplete striping.

Councilmember Ellis stated he had received citizen comments regarding graffiti on the boarded windows of 34772 Chesapeake Drive. Councilmember Ellis requested City staff take necessary steps to clean up the graffiti.

Councilmember Gacoscos stated she will attend the opening of the Police Resource Center at Four Corners on September 28, 2011.

Vice Mayor Navarro asked if there was an ordinance addressing how far in advance of an event signs could be posted for garage sales, open houses and elections. City Manager Cheeves stated there is an ordinance regarding temporary signs which prohibits signs for garage sales and open houses located on a public right-of-way. City Manager Cheeves added it is difficult to enforce the ordinance since most temporary signs are posted on the weekend when City staffing is minimal. City Manager Cheeves stated political signs must be removed within 15 days after an election, and political signs are not allowed on any public right-of-way. The City cannot dictate or prohibit, however, how early campaign signs are posted on private property. Vice Mayor Navarro requested the matter be added to a future agenda. City Attorney Reyes responded to questions from Councilmembers, and stated the matter would be added to the October 25, 2011, regular meeting agenda for further discussion.

Mayor Green stated he attended an event sponsored by the NAACP and Lifemark Group, at Scott's Seafood Restaurant in Oakland, honoring Bishop Ernestine Cleveland Reems on September 26, 2011.

Mayor Green stated former Councilmember Irv Williams passed away on September 25, 2011.

Mayor Green adjourned the regular meeting to Closed Session at 8:10 p.m. in memory of former Councilmember Irv Williams.

#### **XV. CLOSED SESSION**

15.a **CLOSED SESSION - CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION** (Pursuant to Government Code Section 54956.9)  
(Several Cases)

Mayor Green convened the Closed Session at 8:15 p.m., with all Councilmembers present.

#### **XVI. ADJOURNMENT**

Mayor Green adjourned the Closed Session with no reportable action at 8:55 p.m.

Respectfully submitted,

Renee Elliott  
City Clerk



DATE: October 11, 2011

TO: Mayor and Councilmembers

FROM: Renee Elliott, City Clerk

SUBJECT: Reject Claim No. 835, Submitted by Lilia Albano, as Recommended by the City's Claims Administrator

**BACKGROUND**

A timely claim was filed by Lilia Albano on January 13, 2011. Claimant is seeking damages for a trip and fall accident on an allegedly uneven section of sidewalk on Freddy Street, close to the corner formed at Smith, on January 11, 2011.

**FISCAL IMPACT**

None at this time.

**RECOMMENDATION.**

Reject Claim No. 835, filed by Lilia Albano, as recommended by the City's Claims Administrator.

Submitted by:  
Renee Elliott  
City Clerk

Approved by:  
Larry Cheeves  
City Manager



DATE: October 11, 2011

TO: Mayor and Councilmembers

FROM: Renee Elliott, City Clerk

SUBJECT: Reject Claim No. 844, Submitted by Jaime Lovato, as Recommended by the City's Claims Administrator

**BACKGROUND**

A timely claim was filed by Jamie Lovato on August 24, 2011. Claimant is seeking reimbursement for damages to his automobile as the result of a tree branch falling on his vehicle on July 30, 2011.

**FISCAL IMPACT**

None at this time.

**RECOMMENDATION.**

Reject Claim No. 844, filed by Jaime Lovato, as recommended by the City's Claims Administrator.

Submitted by:  
Renee Elliott  
City Clerk

Approved by:  
Larry Cheeves  
City Manager



DATE: October 11, 2011

TO: Mayor and Councilmembers

FROM: Renee Elliott, City Clerk

SUBJECT: Reject Claim No. 845, Submitted by Nelson Lumalu, as Recommended by the City's Claims Administrator

**BACKGROUND**

A timely claim was filed by Nelson Lumalu on August 29, 2011. Claimant is seeking reimbursement for damages he claims to have sustained when driving on Dyer, near the intersecting railroad tracks by the intersection formed at Alvarado, during resurface construction on August 24, 2011.

**FISCAL IMPACT**

None at this time.

**RECOMMENDATION.**

Reject Claim No. 845, filed by Nelson Lumalu, as recommended by the City's Claims Administrator.

Submitted by:  
Renee Elliott  
City Clerk

Approved by:  
Larry Cheeves  
City Manager



DATE: October 11, 2011

TO: Mayor and Councilmembers

FROM: Renee Elliott, City Clerk

SUBJECT: Reject Claim No. 846, Submitted by Sharon Howe, as Recommended by the City's Claims Administrator

**BACKGROUND**

A timely claim was filed by Sharon Howe on September 8, 2011. Claimant is seeking reimbursement for damages she claims to have sustained when she fell from her four-wheeled power chair as she descended a newly-constructed ADA ramp on the north sidewalk of Decoto Road approaching the intersection at 8<sup>th</sup> Street, on July 1, 2011.

**FISCAL IMPACT**

None at this time.

**RECOMMENDATION.**

Reject Claim No. 846, filed by Sharon Howe, as recommended by the City's Claims Administrator.

Submitted by:  
Renee Elliott  
City Clerk

Approved by:  
Larry Cheeves  
City Manager



DATE: October 11, 2011

TO: Mayor and Councilmembers

FROM: Renee Elliott, City Clerk

SUBJECT: Reject Claim No. 847, Submitted by Attorney John Lacklen on behalf of his client Alma Groves, as Recommended by the City's Claims Administrator

**BACKGROUND**

A timely claim was filed by Attorney John Lacklen, on behalf of his client Alma Groves, on September 8, 2011. Claimant is seeking reimbursement for injuries sustained as the result of a sidewalk trip-and-fall incident, on Whipple Road and Industrial Parkway, on March 4, 2011.

**FISCAL IMPACT**

None at this time.

**RECOMMENDATION.**

Reject Claim No. 847, filed by Attorney John Lacklen on behalf of his client Alma Groves, as recommended by the City's Claims Administrator.

Submitted by:  
Renee Elliott  
City Clerk

Approved by:  
Larry Cheeves  
City Manager



**DATE:** October 11, 2011

**TO:** City Council

**FROM:** Tony Acosta, Deputy City Manager  
Richard Digre, Administrative Services Director

**SUBJECT:** **SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING CHAPTERS 5.24 “ENFORCEMENT-APPEALS” AND 7.04 “SOLID WASTE MANAGEMENT” OF THE UNION CITY MUNICIPAL CODE ASSESSING DELINQUENT BUSINESS LICENSE TAXES, SOLID AND ORGANIC WASTE COLLECTION AND DISPOSAL, AND RECYCLABLE MATERIALS COLLECTION AND PROCESSING CHARGES ON THE TAX ROLL**

**Background:**

On September 27, 2011, the City Council introduced an Ordinance that addressed the an effort to ensure compliance with both the Business Tax Licensing process and the Solid and Organic Waste Collection and Disposal through changes to Sections 5.24 and 7.04 of the City’s Municipal Code.

**Discussion:**

The City uses many different means in collecting outstanding charges. However, one such method not utilized is in the instance where the property owner fails to pay either the business tax or the solid waste fee, resulting in the City placing a lien on the property and collecting such delinquent payment through the property tax roll. The proposed changes to the Municipal Code will allow the City to use property tax lien collection method at a much reduced cost in collecting on overdue charges, which is important, given the general increase in delinquencies that may be a result of poor local economic conditions.

The proposed “assessable lien” process will also relieve Allied Waste from the inconvenience of initiating “bad debt” collection procedures against those who fail to pay their fees, and may also reduce the adverse impact such collection procedures can have on individual (and business) credit scores and ratings. A relatively minor increase in City franchise fee payments may also result from the proposed assessable lien procedure.

*Changes to Section 5.24 – Business Licenses*

-Provides Citation powers for non-compliance to Finance Director and his/her designee.

- Sets the time period of back payments at three years from time of notification.
- Allows for use of Liens on Property Tax Roll in collection effort if business and property owner are the same.
- Describes procedures for property owner notification of potential lien, Council Public Hearing and Lien placement on Property Tax Roll.
- Process for release of lien upon payment of outstanding business license tax.

*Changes to Section 7.04 – Solid Waste and Organic Waste Collection and Disposal Franchise fee collection*

- Procedure and notice for delinquent collection charges
- Establishes an Administrative Hearing to hear any protests regarding delinquent charges for services.
- Reporting mechanism to the City Council on delinquent collections.
- Notice of Public Hearing, Council review and approval of property tax liens.
- Notification of County Assessor and Auditor Controller regarding assessment of property liens.

**Fiscal Impact:**

Collection efforts are expensive and in some instances the cost of collection is as much as 50% of the charges. Utilizing the Tax Roll significantly reduces the collection costs to 1.7% of the charge plus a small handling fee depending on the type of collection. The reduced collection fee results in a greater amount of the charge being retained by the City.

**Recommendation:**

It is recommended that the City Council waive reading the full text of the Ordinance, conduct the second reading of the title of the proposed Ordinance and adopt the Ordinance approving changes in Sections 5.24 and 7.04 of the Union City Municipal Code.

The Ordinance will become effective 30 days from the date of adoption.

Prepared and Submitted by:

Tony Acosta  
Deputy City Manager

Richard Digre  
Administrative Services Director

Approved by:

Larry Cheeves  
City Manager

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UNION CITY AMENDING CHAPTERS 5.24 “ENFORCEMENT-APPEALS” AND 7.04 “SOLID WASTE MANAGEMENT” OF THE UNION CITY MUNICIPAL CODE ASSESSING DELINQUENT BUSINESS LICENSE TAXES, SOLID AND ORGANIC WASTE COLLECTION AND DISPOSAL, AND RECYCLABLE MATERIALS COLLECTION AND PROCESSING CHARGES ON THE TAX ROLL**

**WHEREAS**, the City collects business license taxes pursuant to Chapter 5.24 of the Union City Municipal Code (“UCMC”); and

**WHEREAS**, Allied Waste Services, the City’s solid waste and organic waste collection and disposal franchisee, collects solid and organic waste collection charges pursuant to Section 7.04.060 of the UCMC; and

**WHEREAS**, Tri-CED Community Recycling, a 501(c)(3) non-profit corporation and the City’s recycling franchisee, collects single stream materials (cans, mixed paper, plastic, cardboard and glass waste) for recycling; and

**WHEREAS**, it has come to the City’s attention that there has remained unpaid, delinquent charges pertaining to business license taxes, solid and organic waste and recycling service at the end of recent fiscal years; and

**WHEREAS**, the City desires to enact an enforceable mechanism in the Union City Municipal Code by which the City may recoup these delinquent charges; and

**WHEREAS**, pursuant to Civil Code section 2881, Government Code section 38790.1 and Government Code section 25831, the City may ensure collection of delinquent business tax and solid and organic waste and recyclable materials collection charges by placing such charges as assessments on the tax roll; and

**WHEREAS**, it is the intent of the City in enacting this Ordinance to institute a process by which the City may notify residents of delinquent charges pertaining to business license taxes, solid & organic waste and recycling services and place all such charges that remain unpaid as assessments on the tax roll.

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

**SECTION 1. RECORD AND BASIS FOR ACTION.**

The City Council of the City of Union City has duly considered the full record before it, which may include but is not limited to such things as the City Staff Report, testimony by staff and the public, and other materials and evidence submitted or provided to the City Council. The recitals set forth above are found to be true and correct and are incorporated herein by reference.

## **SECTION 2. AMENDMENT OF TITLE 5 OF THE UCMC.**

Title 5 “BUSINESS LICENSES AND REGULATIONS”, Chapter 5.24 “ENFORCEMENT-APPEALS” is hereby amended as follows:

5.24.100 Remedies cumulative.

5.24.110 Effect of title on past actions and unexpired licenses.

5.24.120 Permit fee required for police investigation of application.

5.24.130 Denial, suspension and revocation.

5.24.140 Appeal.

### **5.24.020 Enforcement duties and authority of Finance Director.**

It shall be the duty of the Finance Director and he/she is directed to enforce each and all of the provisions of Chapters 5.04 through 5.20. The Finance Director (or designee) may issue citations in accordance with the Administrative Enforcement provisions of Chapter 1.18 of this Code. All City departments shall render such assistance in the enforcement hereof as may from time to time be required by the Finance Director, the City Manager or the City Council.

### **5.24.050 Business license tax deemed debt.**

A. The amount of any business license tax and penalty imposed by the provisions of Chapters 5.04 through 5.20 shall be deemed a debt to the City. An action may be commenced in the name of the City in any court of competent jurisdiction, for the amount of any delinquent license tax, interest and penalties.

B. An action to collect any business license tax charges must be commenced within three (3) years of the date the business license tax becomes due. An action to collect the penalty and interest for nonpayment of the business license tax charges must be commenced within three (3) years of the date the penalty and interest accrues. The statute of limitations on an action by the City to collect unpaid tax charges is tolled while the City is unaware of the existence or ongoing activities of a business due to the taxpayer’s failure to obtain a business license and/or failure to comply with annual reporting requirements.

C. The amount of the business license tax, penalty and interest imposed under this Chapter is assessed against the property on which the business license tax is imposed in those instances in which the owner of the business and the business property are one and the same. If the taxes are not paid when due, such tax, penalty and interest shall constitute an assessment against such business property and shall be a lien on the property for the amount thereof in accordance with Sections 5.24.060 through 5.24.090 of this Chapter. The lien shall continue until paid or discharged of record.

### **5.24.060 Notice to owner of unpaid business license tax charges.**

A. In those instances in which the owner of the business and the business property are one and the same, if the business license tax charges have not been paid in full, the City will send a written notice to the owner regarding the unpaid amount.

B. Upon the expiration of not less than fifteen (15) days following the mailing of the request for payment, if the bill remains unpaid the City Finance Director shall compile the name(s) of said owner(s), the address of the business, the amount due, and the steps taken to secure payment into a report. At least annually the City Finance Director shall submit to the City Manager the information for those owners from the report against whose property the City would like to file liens for outstanding business license tax charges.

**5.24.070 Report of delinquent business license tax charges transmitted to City Council; Notice and Hearing.**

A. At least annually, the City Manager shall transmit to the City Council the report of delinquent business license tax charges to date. At this time, the City Council shall fix a time and place for a public hearing.

B. The City Manager shall cause written notice of the report of delinquent tax charges and public hearing to be mailed to the business/business property owner not less than ten (10) days prior to the date of the public hearing. Such written notice shall be mailed to the business/business property owner of each premises that is assessed in the most recent property ownership records provided to the City by the County Assessor on the date the City Manager causes notice to be mailed. The act of mailing a copy of such notice as of the date that the City Manager causes notice to be mailed constitutes proper service, and service shall be deemed complete at the time of deposit in the United States mail.

C. At the public hearing, the City Council may make revisions to the report of delinquent business license tax charges and adopt these revisions by resolution.

**5.24.080 Collection of delinquent business license tax charges by special tax roll assessment.**

A. After public hearing, and with the confirmation of the report of delinquent business license tax charges by the City Council, the delinquent business license tax charges contained therein which remain unpaid by the owner of the business/business property shall constitute a special assessment against said business property and shall be collected at such time as is established by the County Assessor for inclusion in the next property tax assessment.

B. The City Finance Director shall turn over to the County Assessor for inclusion in the next property tax assessment the total sum of unpaid delinquent business license tax charges consisting of the delinquent business license taxes, penalties, interest at the rate of one percent (1%) per month or fraction thereof from the date of recordation to the date of lien, an administrative charge in the amount set forth in the City of Union City master fee schedule (as amended from time-to-time) and a release of lien filing fee in an amount equal to the amount charged by the Alameda County Recorder's Office.

C. Thereafter, said assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure of sale as provided for delinquent ordinary municipal taxes. The assessment liens shall be subordinate to health and safety liens except for those of state, county and

municipal taxes with which it shall be upon parity. The lien shall continue until the assessment and all interest and charges due and payable thereon are paid. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to said special assessments.

**5.24.090 Recordation of lien for delinquent business license tax charges.**

Upon confirmation of the report of delinquent business license taxes by the City Council, a lien on the real property for delinquent business license tax charges which were assessed shall be recorded with the Recorder of the County of Alameda.

**SECTION 3. AMENDMENT OF TITLE 7 OF THE UCMC.** Title 7 “HEALTH AND SANITATION” Chapter 7.04 “SOLID WASTE MANAGEMENT” is hereby amended as follows:

**7.04.020 Definitions**

7. “Collection” means the collection of solid waste and its transportation to a disposal site; organic waste and its transportation to a processing facility; recyclable material and its transportation to a materials recovery facility; and construction and demolition debris and its transportation to a materials recovery facility or other facility.

10. “Container” means an approved container used for the disposal and storage of solid waste, organic waste and recyclable material.

26. “Processing facility” means a facility to which residential organic waste is brought to be processed into compost, mulch or another soil amendment.

32. “Refuse” means putrescible and nonputrescible solid waste or debris, except sewage, whether combustible or noncombustible. For the purposes of this chapter, refuse does not include recyclable material or organic waste.

36. “Solid waste” means all putrescible and nonputrescible residential refuse, commercial solid waste, organic waste and as otherwise defined in Public Resources Code §40191. Any material that a generator pays to be hauled away shall be defined to be solid waste and not a recyclable material. Solid waste which is not required to be offered for collection includes:

a. Hazardous waste or low-level radioactive waste regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the Health and Safety Code;

b. Medical waste which is regulated pursuant to the Medical Waste Management Act (Chapter 6.1 (commencing with Section 25015) of Division 20 of the Health and Safety Code), provided that the medical waste, whether treated or untreated, is not disposed of at a solid waste facility. Medical waste which has been treated and which is deemed to be solid waste shall be regulated pursuant to this division;

c. Construction or demolition debris or yard trimmings which are not offered by the individual or contractor performing the work and which may be legally collected and disposed of by some alternate means;

d. Salvageable materials as may be accumulated for collection by youth, civic and charitable entities and salvageable materials purchased by junk collectors who do not collect such materials for purposes of disposal or recycling.

37. "Solid waste franchisee" means that company that has been awarded the solid waste collection and the organic waste collection franchise by the City Council.

42. "Organic waste" means food waste, food-contaminated paper and cardboard (not containing plastic coatings), compostable serveware and beverage containers, tree trimmings, grass cuttings, dead plants, leaves, branches and dead trees (not more than six inches in diameter) including Christmas trees and similar materials separated, set aside, handled, packaged or offered for collection by the waste generator.

#### **7.04.030 Collection and disposal of solid waste and recyclable material required.**

A. Collection and Disposal of Solid Waste. All solid waste created, produced or accumulated in or about a dwelling, house, or residential premises in the City shall be placed for collection by the occupant of the respective premise. All solid waste created, produced or accumulated at hotels, restaurants, boardinghouses or other commercial and industrial premises situated in the City shall be placed for collection by any person generating solid waste at, or who has control over operations conducted at such premises. Solid waste shall be collected from premises and disposed of at least once each week by the City's solid waste franchisee, unless excepted by Article VIII and Section 7.04.130. The Alameda County Health Department may require a greater number of collections per week. It is declared to be unlawful and an infraction, for the occupant of any of the above-described premises to fail or neglect to provide for the collection and disposal of solid waste pursuant to this Chapter. Each day's violation of this Section shall be treated and considered as a separate and distinct offense.

B. Illegal Disposal of Solid Waste. It is unlawful for any person in the City to deposit solid waste container(s) upon any street, alley, gutter, parkway, or upon any lot or vacant area or other public place or way unless such solid waste is placed for collection subject to this Chapter.

C. Collection of Recyclable Material. All recyclable materials placed for collection by an occupant of residential premises in the City shall be collected from the premises at least once each week by the recycling franchisee(s). -Nothing in this chapter shall prohibit the owner of recyclable material from separating such materials from their solid waste and placing them for collection by a recycler permitted by the City who shall compensate owner for the recyclable material.

#### **7.04.040 Solid waste, organic waste and recycling containers.**

A. Residential Solid Waste Containers.

Occupants of each residential premises shall use a container of a standard size that is supplied by the solid waste franchisee. The combined weight of the container and contents shall not exceed the weight limit specified in the City approved program. All ashes, when placed for collection, shall be cold and free from any fire, live coals, or other substances which might ignite.

B. Commercial and Industrial Solid Waste Containers. Occupants of commercial and industrial premises shall place waste in bins and debris boxes provided by the solid waste franchisee that shall be:

1. Metal lined, leak proof, and provided with a lid;
2. Constructed of noncombustible materials and provided with a noncombustible lid;
3. Approved by the City as providing adequate protection against fire hazard; and
4. Located within enclosures designed for this purpose.

C. Organic Waste Containers. Occupants of residential, commercial and industrial premises that receive service from the solid waste franchisee shall separate and place organic waste in containers that comply with the City approved program.

D. Recycling Containers. Occupants of residential, commercial and industrial premises that receive service from the recycling franchisee(s) shall separate and place recyclable material in containers that comply with the City approved program.

E. Filling of Containers. No occupant shall so fill any container with solid waste, organic waste, or recyclable material above the top of the container to such an extent as to permit the contents of any container to be blown or otherwise strewn about.

#### **7.04.050 Timing of placement and removal of containers.**

It shall be the duty of occupants to place the containers for collection of solid waste, organic waste and recyclable material, by the solid waste and recycling franchisees as follows:

A. Proper Placement of Containers. Any container used for the purpose of reception and removal of solid waste, organic waste or recyclable material shall be placed at the curb in front of the premises occupied by the person depositing the same, to be collected by the solid waste and recycling franchisees unless the occupant is authorized by the City Manager to place containers in the backyard or side yard. In all cases of disputes or complaints concerning the place where solid waste, organic waste and recyclable material containers shall be placed while waiting for the removal of their contents, the City Manager shall designate the proper place.

B. **Time of Placement of Containers.** Occupants of residential and commercial and industrial premises shall not place at the curb, solid waste, organic waste or recyclable material containers for collection by the solid waste and recycling franchisees at any time earlier than sunset of the day preceding the day designated for collection by the solid waste and recycling franchisees for the collection of such solid waste, recyclable material or organic waste. All solid waste, organic waste and recyclable material containers shall be moved from the place of collection prior to midnight of the day the containers have been emptied unless the solid waste or recycling franchisee(s) fails to collect the solid waste, organic waste or recyclable material as scheduled and alternative collection arrangements are made. All residential properties utilizing curb-side collection shall store containers in a screened location that it is not visible from the public right-of-way unless containers are in the appropriate place of collection during the allowed time frame.

C. **Supervision of Containers.** Each occupant of residential, commercial and industrial premises shall maintain supervision and surveillance over the solid waste, organic waste and recyclable material containers on the premises and shall maintain the same in a sanitary condition. If the container or containers should not be emptied and the contents removed on the date and time scheduled by the solid waste and recycling franchisees, occupant should immediately notify the solid waste or recycling franchisees and it shall be the duty of the solid waste or recycling franchisees to forthwith arrange for the collection of the solid waste, organic waste and recyclable material.

D. **Unauthorized Tampering with Containers.** No person other than the waste generator or any employee thereof, franchisee or permittee of the City shall move, remove, or interfere with any container or the contents thereof.

#### **7.04.060 Franchisee's collection.**

A. **Residential Solid Waste Collection Services.** The solid waste franchisee shall collect and dispose of all solid waste generated at residential premises within the City and placed for its collection, not less than once each week, as scheduled. Solid waste containers shall be returned by the solid waste franchisee to the collection point upright, with lids properly secured. The solid waste franchisee shall make special arrangements with occupants of residential premises for the collection of excess material or bulky waste. The solid waste franchisee shall make special arrangements for the provision of solid waste containers (bins or debris boxes) to occupants of residential premises on a rental basis.

B. **Residential Organic Waste Collection Services.** The solid waste franchisee shall collect organic waste placed for collection from residential premises not less than every other week, as scheduled. organic waste containers shall be returned by the solid waste franchisee to the collection point upright, with lids properly secured. The solid waste franchisee shall also collect Christmas trees placed for its collection from residential premises between December 26th and January 13th. All such organic waste shall be processed for use as compost, mulch or soil amendment and none shall be deposited for disposal. The solid waste franchisee must ensure that the City receive the maximum diversion credit possible towards its AB 939 diversion goals.

C. Residential, Commercial and Industrial Recycling Collection Services. The recycling franchisee(s) or permittee(s) shall collect recyclable material placed for collection from all residential, commercial, and industrial premises not less than once per week, as scheduled or as directed by the City Manager. All such recyclable material shall be recycled or reused and none shall be deposited for disposal. The recycling franchisee(s) must ensure that the City receives the maximum diversion credit possible towards its AB 939 goals.

D. Commercial and Industrial Solid Waste Collection Services. The solid waste franchisee shall collect and dispose of all solid waste generated at commercial and industrial premises within the City and delivered to a can or bin for its collection from one (1) to five (5) times per week unless special arrangement is made with each occupant. The solid waste franchisee shall also collect and dispose of all solid waste generated at commercial and industrial premises within the City and delivered for its collection to a debris box as scheduled with each occupant. The solid waste franchisee shall also collect and dispose of all solid waste generated at construction and demolition sites and delivered for its collection to a debris box or bin, as scheduled with each waste generator of construction and demolition debris. All concrete, asphalt and dirt shall be diverted by the solid waste franchisee to available facilities whenever possible.

E. Clean-Up Events/Bulky Item Pickups. Upon request, and up to twice annually, the solid waste franchisee shall collect nonputrescible, bulky solid waste, including appliances from single-family dwelling units and shall divert from disposal as much material as possible and shall properly dispose of residual material. There shall be no charge for this service. The materials to be collected under this Section shall be defined in the franchise agreement between the City and the solid waste franchisee.

F. Collection/Spillage. The solid waste and recycling franchisees shall exercise all reasonable care and diligence in collecting solid waste, organic waste and recyclable material so as to prevent spilling, scattering or dropping such waste and materials and shall immediately, at the time of occurrence, clean up any spillage.

**7.04.070 Franchisee entitled to payment for collection services rendered; Notice to owner of unpaid bills; Nonpayment could result in assessment and lien on property.**

A. The solid waste and recycling franchisees shall be entitled to payment from property owner for any services rendered.

B. Upon the expiration of the period during which the solid waste and recycling franchisees have rendered service and has presented the property owner with a bill for such service, if the bill has not been paid in full, the solid waste and recycling franchisees shall send to the property owner a second request for payment.

C. Upon the expiration of not less than ten (10) days following the mailing of the second request for payment by the solid waste and recycling franchisees, if the bill remains unpaid, the solid waste and recycling franchisees may notify the City Finance Director of the name(s) of said owner(s), the address of the dwelling served, the period of such service, the amount due, the steps taken to secure payment, and such other information as the City Finance

Director may reasonably require. Such information shall be submitted by the solid waste and recycling franchisees to the City Finance Director not more than ninety (90) days following the end of the service period.

D. Should there be a failure by a property owner to make payment for any services rendered by the solid waste and recycling franchisees, the means for effecting payment shall be in accordance with the procedure set forth in Sections 7.04.080 through 7.04.110 of this UCMC, and may result in an assessment and lien against the property.

**7.04.080 Notice and administrative hearing on delinquent collection charges.**

A. After making payment to the solid waste and recycling franchisee, the City Finance Director will set a time and place for an administrative hearing to allow the owner(s) of premises against which delinquent charges are assessed an opportunity to protest the charges. The City Finance Director shall cause notice of this hearing to be mailed to each person to whom such described property is assessed in the most recent property ownership records provided to the City by the County Assessor on the date that the City Finance Director causes notice to be mailed. Notice of this hearing may be combined with notice of the hearing before the City Council as provided herein under Section 7.04.090.

B. At the administrative hearing, the City Manager, or authorized designee, and representative(s) of the solid waste and recycling franchisees will hear any protests regarding delinquent charges for services rendered, investigate the protest, and report their findings to the property owner prior to the hearing before the City Council provided in Section 7.04.090 of this Chapter. The City Manager may waive the service charge in those cases where he or she has found that the charges have been made improperly; or where the property owner was improperly notified of the delinquent service charge; or recommend to the City Council that the owner receive no waiver of payment of any charges.

**7.04.090 Report of delinquent collection charges transmitted to City Council; Public notice and hearing.**

A. Annually, the City Manager shall transmit to the City Council a report of delinquent collection charges to date.

B. The City Manager shall cause written notice of the report of delinquent charges and a public hearing to be mailed to the owner of the premises to which the service was rendered not less than ten (10) days prior to the date of hearing. Such written notice shall be mailed to the owner of each premises that is assessed in the most recent property ownership records provided to the city by the County Assessor on the date the City Manager causes notice to be mailed.

C. At the hearing, the City Council may make revisions to the report and adopt these revisions by resolution.

#### **7.04.100 Recordation of lien for delinquent collection charges.**

Upon confirmation of the report of delinquent collection charges by the City Council, a lien on the premises to which the service was rendered will be recorded with the Recorder of the County of Alameda.

#### **7.04.110 Collection of delinquent charges by special assessment.**

A. Upon confirmation of the report of delinquent charges by the City Council, the City Finance Director shall file the report listing the unpaid delinquent charges with the County Assessor for inclusion in the next property tax assessment, as well as a procedural fee in an amount equal to the amount charged by the Alameda County Recorder's Office for a County service charge and a release of lien filing fee, if any.

B. Thereafter, said assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected and shall be subject to the same penalties and the same procedures of sale as provided for delinquent ordinary municipal taxes. The assessment shall be subordinate to all existing special assessment liens previously imposed upon the premises and paramount to all other liens except for those of state, county and municipal taxes, with which it shall be upon parity. The lien shall continue until the assessment and all interest and charges due and payable thereon are paid. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to said special assessments.

#### **7.04.120 Duration of storage.**

It is unlawful for any person to store or accumulate any solid waste in any container or at any location other than as set forth in this chapter, or for any length of time other than as follows:

A. Putrescible Waste. Except as described in subsection C of this section, putrescible solid waste shall not be accumulated or stored for a period of time in excess of:

1. Commercial and industrial zone areas: one week, unless instructed by the City to decrease the period of accumulation;

2. All other areas: one week.

B. Nonputrescible Waste. Nonputrescible solid waste shall not be stored or accumulated for a period of time in excess of one week.

C. Organic Waste. Organic waste shall not be stored or accumulated for a period of time in excess of two weeks.

D. Holidays. The above periods of time which end in any week in which the holidays described in the franchise or recycling agreement occur are extended one additional day.

E. Storage Prohibited-Private Property. Other than as herein set forth, it is unlawful for any person to dump, bury, or otherwise dispose of or store or accumulate any solid waste on any private or public property within the City, provided, however, that leaves, grass clippings,

and the like may be permitted for the purpose of backyard composting or mulching. (Ord. 576-01 Ex. B (part), 2001: Ord. 433-94 § 3 (part), 1994)

#### **7.04.130 Processing and transfer.**

A. **Organic Waste Processing.** Effective January 1, 1995, the solid waste franchisee shall process, or shall deliver to a permitted organic waste processing facility, collected organic waste in a manner satisfactory to the City and in accordance with all federal, State and local laws and regulations.

B. **Other Processing.** City reserves the option, upon ninety days notice, prior to disposal, to direct the franchisee to deliver solid waste collected under this chapter to a MRF under contract with City for separation and recycling of any recyclable material contained therein. The solid waste franchisee shall assist City in routing its collection activities and identifying loads suitable for processing in the MRF in order to maximize diversion of waste from disposal sites. Said option shall only be exercised in writing authorized by City Council resolution.

C. **Recyclable Material Processing.** The recycling franchisee shall process, broker, or shall deliver to a permitted processing facility collected recyclable material in a manner satisfactory to the City and in accordance with all federal, State and local laws and regulations.

D. **Transfer.** The transfer of solid waste within the City limits from vehicles used in the collection of solid waste to vehicles used for the transport or disposal of solid waste shall be performed in accordance with all federal or State law or regulation or any County or City ordinance or regulation. Should the City operate or contract with the operator of a transfer facility, users shall follow the rules set down for the facility by the City Manager.

#### **7.04.140 Disposal.**

A. **Compliance with Laws.** Solid waste franchisee, persons operating pursuant to permits issued by the City pursuant to Article IV of this chapter, and waste generators disposing of their own solid waste shall dispose of solid wastes at a disposal site, transfer facility or processing facility in a manner satisfactory to the City and in accordance with all federal, State and local laws and regulations.

B. **Disposal Agreement.** Beginning on September 1, 1994, the solid waste franchisee must dispose of solid waste at the Tri-Cities Recycling and Disposal Facility or the Altamont Landfill, in accordance with the disposal agreement.

C. **Special Collection and Disposal Provisions.**

1. The removal of wearing apparel, bedding or other infectious waste from homes, hospitals or other places where highly infectious or contagious diseases have prevailed, shall be

performed under the supervision and direction of the Health Officer and such infectious waste shall neither be placed in containers nor left for regular collection and disposal.

2. Highly inflammable, explosive/radioactive, or other hazardous waste shall not be placed in container or containers for regular collection and disposal, but shall be removed by separate agreement, at occupant's expense, in accordance with all federal, State and local laws and regulations with a company properly licensed and permitted for the collection and disposal of inflammable, explosive/radioactive or other hazardous waste. If the solid waste or recycling franchisee determines that waste placed in any container for collection or delivered to any facility is hazardous waste, designated waste, or other waste that may not legally be disposed of at the disposal site or presents a hazard to franchisee's employees, the franchisee shall have the right to refuse to accept such waste.

3. Solid waste containing water or other liquids shall be drained before being placed in a container or containers for collection and disposal.

4. Animal waste(s), as herein defined, shall not be placed in containers, or containers for regular collection and disposal, but shall be removed by separate agreement, at the occupant's expense, in accordance with all federal, State and local laws and regulations.

5. The solid waste franchisee shall not be required to collect and dispose of solid waste or any other material from any place where highly infectious or contagious disease has prevailed. Franchisee shall, nevertheless, keep a record listing the address of the waste identified in this subsection(s) which shall be given to the City Manager on the date collection is refused. When any solid waste or organic waste is not collected by the solid waste franchisee, solid waste franchisee shall leave a tag on which the reason for refusal to collect and dispose of the solid waste or organic waste is indicated, giving references to the City ordinance codified in this chapter or to the section of rules and regulations, or contract, which has been violated and which gives grounds for refusal. This information shall be either in writing or by means of a check system. The tag shall be securely fastened to the container or the article refused.

6. The recycling franchisee shall not be required to collect and dispose of recyclable material that is contaminated with solid waste or other material to such a degree that if commingled with other recyclable material, would require all or part of the total commingled recyclable material to be disposed of. The recycling franchisee should notify occupants of violations as described in the recycling agreement with the City.

D. Burning, Dumping or Burying Solid Waste Prohibited. No person shall burn, dump, place or bury within the City any solid waste, or any other deleterious or offensive substance; provided, however, that this section shall not apply to any land approved by the City for a disposal site or to any privately-owned parcel wherein a specific waiver of this section is granted by the City Manager due to unusual or extraordinary conditions.

**SECTION 4. ORDINANCE ADOPTION.**

This amendment is adopted pursuant to the procedures established by state law, and all required notices have been given.

**SECTION 5. COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).**

This Ordinance is not a “project” within the meaning of section 15378 of the State CEQA Guidelines, because it has no potential for resulting in a direct or reasonably foreseeable indirect physical change in the environment.

**SECTION 6. SEVERABILITY.**

If any section, subsection, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise beyond the powers of the City Council of the City of Union City, such decision shall not effect the validity of the remaining portions of the Ordinance. The City Council of the City of Union City declares that it would have passed this Ordinance and each section, subsection, sentence or clause.

**SECTION 7. EFFECTIVE DATE.**

This Ordinance shall take effect and be enforced thirty (30) days after the date of its adoption, and prior to the expiration of fifteen (15) days from the passage thereof, the ordinance or a summary thereof shall be posted or published as may be required by law, and thereafter the same shall be in full force and effect.

The foregoing ordinance was introduced at a regular meeting of the City Council on the 27<sup>th</sup> of September, 2011, and adopted by the following vote on October 11, 2011:

AYES: COUNCILMEMBERS:  
NOES: COUNCILMEMBERS:  
ABSENT: COUNCILMEMBERS:  
ABSTAIN: COUNCILMEMBERS

APPROVED:

\_\_\_\_\_  
Mark Green, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Renee Elliot, City Clerk

\_\_\_\_\_  
Benjamin T. Reyes II, City Attorney

1709797.3



**DATE:** October 12, 2011

**TO:** HONORABLE MAYOR AND CITY COUNCIL

**FROM:** BENJAMIN T. REYES II, CITY ATTORNEY

**CC:** LARRY CHEEVES, CITY MANAGER

**SUBJECT:** Adoption of a Resolution Authorizing the City Manager to Approve and Execute an Amended and Restated Joint Powers Agreement for the Alameda Community Action Program (ACAP)

**BACKGROUND:**

The Associated Community Action Program (ACAP) is a joint powers authority (JPA) with a governing board comprised of elected officials from its member agencies. The members include Alameda County and the following twelve cities within Alameda County: Alameda, Albany, Dublin, Emeryville, Fremont, Hayward, Livermore, Newark, Piedmont, Pleasanton, San Leandro, and Union City. ACAP's purpose has been to administer programs and services for the low-income population through a variety of public and private funding sources. These programs included housing assistance, jobs training and education, and youth development services.

In February 2011, ACAP staff presented a number of concerns about management of the ACAP to the ACAP Board of Directors ("Board"). Significant financial and performance issues have given rise to the termination and layoff of ACAP staff. During the next several months, the ACAP Board and its members have taken numerous collective steps to wind-up ACAP affairs. Management Partners Inc., and particularly, Dublin's retired City Manager Rich Ambrose, was engaged to manage and implement a close out of ACAP. ACAP members also advanced funds to cover liabilities and commitments that ACAP has not been able to meet. As the Council may recall, on May 3, 2011, the City Council authorized the City Manager to execute a joint reimbursement agreement that provides for the immediate disposition of the undisputed claims and liabilities of ACAP.

The general intention is to close out ACAP with a minimum of expense while minimizing the ACAP members' liabilities from various sources such as disallowed grant costs. According to Mr. Ambrose, all known grant obligations have been or will be closed out by September 30, 2011 or very soon thereafter. Current invoices are being processed and older invoices are being cleared in the system or paid. An audit for 2010 is underway. Management Partners Inc. is in the process of identifying a third-party administrator to manage ongoing obligations. A recommendation will be forthcoming for approval by the new ACAP Governing Board.

After Management Partners Inc. concludes its task and a third-party administrator is retained, most of the ongoing obligations will be administrative rather than policy oriented. There are several continuing obligations that ACAP cannot avoid, such as records retention, responding to lawsuits and claims, and paying for disallowed grant costs.

### **DISCUSSION:**

The representatives of the members and the ACAP Board have determined that the existing JPA that created ACAP should be amended to reflect the current status of ACAP. The JPA was last amended in 1995 and states that the members are liable for repayment of any misspent funds in the event that ACAP is unable to meet those obligations.

The ACAP Board now recommends approval of amendments to the JPA that will define ACAP's responsibilities to: (1) narrow ACAP's role to winding up its affairs, so as to limit future exposure for member agencies, and (2) change the Board representation to the City and County Managers rather than the elected officials from the member agencies that currently serve in that role.

ACAP's Attorney, John Bakker of Meyers Nave, prepared an Amended and Restated JPA that will limit future exposure for member agencies by delineating insurance ACAP must maintain and circumscribing ACAP's role simply to winding up its affairs. Specifically, the Amended and Restated JPA:

1. Restructures ACAP's powers to be consistent with its current "wind up" task (see Section I.C). This deletes all program activities and describes ACAP as a caretaker/close out organization.
2. Specifies that by entering into the Amended and Restated JPA, none of the members are admitting that they were parties to the original JPA (see Section VI.G).
3. Eliminates the CAB and related actions. Without this change, the Governing Board would be required to continue appointing members to the CAB and for the CAB to hold quarterly meetings.
4. Reconstitutes the Governing Board to be made up of the CEO of each member (i.e., the County Administrator and City Managers); authorizes the CEO to send an alternate to meetings (see Section II.A.1); this is recommended since the remaining close out activities will be administrative in nature.
5. Prohibits withdrawal of ACAP JPA members from the JPA.
6. Allows the ACAP Board to terminate the existence of ACAP after winding up is complete.

The ACAP Board met September 15, 2011 and voted to recommend approval of the Amended and Restated JPA to their respective governing bodies. The Amended and Restated JPA is being reviewed by the attorneys of all the member agencies, and is attached to this Staff Report. The JPA requires that all members approve the Amended and Restated JPA for it to take effect. The City Attorney's office has reviewed the JPA and recommends approval by the Council.

**FISCAL IMPACT:**

The Amended and Restated JPA has no immediate fiscal impact to the City. It has the potential to limit future City liability regarding ACAP.

**RECOMMENDATION:**

Staff and the City Attorney's Office recommend that the Council adopt the attached resolution authorizing the City Manager to approve and execute the Amended and Restated JPA.

Prepared by: Benjamin T. Reyes II, City Attorney

Attachments:

A RESOLUTION OF THE CITY COUNCIL OF UNION CITY  
AUTHORIZING THE CITY MANAGER TO APPROVE AND  
EXECUTE AN AMENDED AND RESTATED JOINT POWERS  
AGREEMENT FOR THE ASSOCIATED COMMUNITY ACTION  
PROGRAM "ACAP"

AMENDED AND RESTATED JOINT POWERS AGREEMENT

1721905.2

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF UNION CITY AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE AN AMENDED AND RESTATED JOINT POWERS AGREEMENT FOR THE ASSOCIATED COMMUNITY ACTION PROGRAM “ACAP”**

**WHEREAS**, the City of Union City (“City”) is a general law city and municipal corporation duly organized and existing under the laws of the State of California with the authority to enter into agreements with other public agencies; and

**WHEREAS**, the City entered into a Joint Powers Agreement of the Associated Community Action Program (“ACAP”) on July 12, 1994, along with the County of Alameda, and the Cities of Alameda, Albany, Dublin, Emeryville, Fremont, Hayward, Livermore, Newark, Piedmont, Pleasanton, and San Leandro (collectively the “Member Cities”); and

**WHEREAS**, ACAP is an agency whose purpose was to administer housing assistance, job training, education programs and services for the low-income population through a variety of public and private funding sources, including federal Community Service Block Grants (“CSBG”); and

**WHEREAS**, ACAP has become financially insolvent and the ACAP Board of Directors has voted to wind up the affairs of ACAP; and

**WHEREAS**, the City desires to amend and restate the ACAP Joint Powers Agreement in order to narrow ACAP’s role to winding up its affairs and change the ACAP Board representation to the City and County Managers rather than the elected officials from the member agencies that currently serve in that role, among other things; and

**WHEREAS**, the adoption of this resolution and approval of the Amended and Restated JPA does not constitute a project under the California Environmental Quality Act and no environmental assessment is required;

**NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED** by the City Council of the City of Union City as follows:

*Section 1. Incorporation of Recitals.* The above Recitals are hereby declared to be true and correct findings of the City Council.

*Section 2. Approval and Authorization of the Amended and Restated ACAP Joint Powers Agreement.* The City Manager is hereby authorized to approve the Amended and Restated ACAP Joint Powers Agreement in substantially the form presented at this meeting, with such non-substantive insertions, omissions and changes as approved by the City Attorney.

*Section 3. Execution.* The City Manager is hereby authorized and directed to execute the Amended and Restated ACAP Joint Powers Agreement and the City Clerk is hereby

authorized and directed to attest and deliver the Amended and Restated ACAP Joint Powers Agreement to Management Partners, Inc.

*Section 4. Other Actions Authorized.* The City Manager, City Attorney and City Clerk shall take all actions necessary or reasonably required by the parties to the Amended and Restated ACAP Joint Powers Agreement to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith.

*Section 5. Severability.* If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

*Section 6. Effective Date.* This Resolution shall be effective immediately upon its approval and adoption.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2011, by the following called vote:

**AYES**, Council members:

**NAYS**, Council members:

**ABSENT**, Council members:

**ABSTAINING**, Council members:

ATTEST

APPROVED

\_\_\_\_\_  
Renee Elliott, City Clerk

\_\_\_\_\_  
Mark Green, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Benjamin T. Reyes II, City Attorney

1722034.2

AMENDED AND RESTATED JOINT POWERS AGREEMENT  
of the  
ASSOCIATED COMMUNITY ACTION PROGRAM

THIS AMENDED AND RESTATED JOINT POWERS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_ 2011 by and among the County of Alameda, a political subdivision of the State of California (“County”), and the cities of Alameda, Albany, Dublin, Emeryville, Fremont, Hayward, Livermore, Newark, Piedmont, Pleasanton, San Leandro, and Union City, all of which are municipal corporations (collectively “Cities”). County and Cities are collectively referred to herein as the “Members.”

RECITALS

1. County and Cities are apparent parties to that certain Joint Powers Agreement, dated July 12, 1994 (the “Original JPA”), which created the reformed joint powers agency designated as Associated Community Action Program, or ACAP.
2. The purpose of the reformed ACAP was to plan, develop, and administer programs under the federal Community Services Block Grant program (42 U.S.C. 9901 et seq.) and implementing state law.
3. For such purposes, ACAP had been designated as a Community Action Agency.
4. Due to significant financial issues, the Board of Directors of ACAP in the Spring of 2011 chose to terminate its participation in various state and federal program and to effectively “go out of business.”
5. Since that time, ACAP’s management, County, and Cities have been engaged in winding up its affairs, and the parties have found the current ACAP governance structure cumbersome for such purposes.
6. ACAP’s management proposed that the Original JPA be amended to streamline the governance of ACAP so as to reflect the current need of ACAP’s member agencies (i.e. County and Cities) to wind up ACAP’s affairs as soon as possible.
7. In accordance with ACAP management’s proposal, the parties now wish to amend and restate the Original JPA without affecting the continuing existence of ACAP.

AGREEMENT

I. ORGANIZATION

- A. Name of Agency. The Agency continued for the purpose of administering this agreement shall be designated as the Associated Community Action Program.
- B. Purpose of Agreement. The purpose of this agreement is to continue the existence of ACAP for the sole purpose of winding up its affairs.

C. Powers of ACAP. In furtherance of its purpose, ACAP is authorized to do all acts necessary for the exercise of its authority, including but not limited to any or all of the following:

1. To the extent necessary or appropriate for achieving the stated purposes of this agreement, consistent with Government Code Division 6, Chapter 5, Article 1, section 6500 et seq. and the provisions of this agreement, to exercise any power which is common to both Cities and County. All powers shall be exercised subject to such restrictions upon the manner of exercising such powers as are set forth in this agreement and as are imposed upon County in its exercise of similar powers, as provided in, and for the purposes of, Section 6509 of the Government Code of the State of California.

2. To wind up the affairs of ACAP;

3. To perform any contractual obligations of ACAP existing on September 30, 2011;

4. To make and enter contracts in its own name for the purposes of winding up ACAP's affairs;

5. To employ agents, including legal counsel, and employees for the purposes of winding up its affairs; provided, however, that effective October 1, 2011, ACAP shall have no employees;

6. To manage, maintain, hold or dispose of equipment, material, supplies and property;

7. To receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and any governmental entity.

8. To sue or be sued in its own name.

## II. GOVERNANCE

### A. Governing Board.

1. Membership. The governing body of ACAP shall consist of a representative from each of the jurisdictions that are parties to this agreement ("the Governing Board"). The representative shall be the Member's chief executive officer. The Member's representative may, from time to time, appoint in writing an alternate to attend, participate and vote at any meeting of the Governing Board. The alternate shall serve at the pleasure of and in the manner determined by the Member's representative.

2. Voting. Each Member shall have one (1) vote. An action must receive a majority of votes from Members present in order to be passed. Actions of the Governing Board shall be by motion or resolution.

3. Quorum. The presence of representatives, or their alternates, representing a majority of the Members shall constitute a quorum for the transaction of business by the Governing Board, except that less than a quorum may adjourn from time to time. Votes shall be cast only in person and may not be cast by proxy.

4. Officers. The Governing Board shall elect a Chairperson, Vice Chairperson, and Secretary from among its members. The terms of office shall each be one (1) year, beginning in April of each year. The Chairperson shall preside at meetings of the Governing Board and perform such other duties as the Governing Board shall instruct. The duties of the Vice Chair and the Secretary shall be the usual and customary duties of such officers.

5. Meetings. All meetings of the Governing Board shall be held subject to the provisions of the California Public Meetings Law (the "Brown Act"), California Government Code Section 54950 et seq.

B. Powers of Board. The Governing Board shall be the administering agency of this Joint Powers Agreement, and, as such, shall be vested with the powers set forth, and shall execute and administer this Agreement in accordance with the purposes and functions provided, herein. Without in any way limiting the generality of the foregoing, the Governing Board may appoint an executive director to administer ACAP.

C. Community Action Board. As ACAP is not longer designated as a Community Action Agency under the Community Services Block Grant program, the Community Action Board is hereby dissolved.

### III. INSURANCE

A. Insurance Requirements. ACAP shall maintain the insurance required by this Article in full force and effect at all times during the prosecution of the work and until the final completion and acceptance thereof.

B. Workers' Compensation and Employer's Liability Insurance. ACAP shall take out and maintain during the life of the Agreement Workers' Compensation and Employer's Liability Insurance for all of its employees engaged in work under the agreement. Should any work be sublet, the ACAP shall require the subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance, all in strict compliance with federal and state laws and to fully protect the Members from any and all claims arising out of occurrences on the work.

C. Public Liability Insurance. ACAP shall take out and maintain in the name of ACAP and Members during the life of the agreement, such Public Liability Insurance as shall protect itself, Members, officials, officers, directors, employees, and agents, from claims which may arise from operations under this Agreement, whether such operations be by itself, by Members, its officials, officers, directors, employees, and agents, and contractors, or by anyone directly or indirectly employed by any of them. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to

property, resulting from Members' or subcontractor's operations, use of owned or non-owned automobiles, products, and completed operations. The amount of insurance shall not be less than the following:

Single Limit Coverage applying to Bodily and Personal Injury Liability and Property Damage: \$1,400,000.00.

The following endorsements must be attached to the policy:

1. If the insurance policy covers on an "accident" basis, it must be changed to "occurrence."
2. The policy must cover personal injury as well as bodily injury.
3. The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property MUST BE ELIMINATED from the basic policy endorsements.
4. The policy must include a gross liability or severability of interests clause.
5. The Members must be named as additional insured under the coverage afforded. with respect to the work being performed under the amended agreement
6. An endorsement shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance effected by the ACAP members will be called upon to contribute to a loss under this coverage.
7. Cancellation, non-renewal, or reduction in limits shall be sent to the ACAP members with at least thirty (30) days' notice.

D. Depositors' Forgery Coverage. ACAP shall also purchase depositors Forgery coverage in the amount of \$100,000.00.

E. Official Bond. The Executive Director is hereby required to file an Official bond in the amount of \$100,000.00.

#### IV. LIABILITY

A. In the event that judgment is rendered against ACAP by a court of competent jurisdiction or an administrative tribunal which orders repayment from nonfederal sources of federal funds determined to have been misspent, all means of further legal recourse have been exhausted or the time limits thereon have expired, and ACAP is unable to pay the judgment, then the parties to this amended agreement shall pay such judgment equally in proportion to their ACAP vote. However, if a party is found to be individually liable on any contract which it held with ACAP, by a court of competent jurisdiction or administrative tribunal and all means of further legal recourse have been exhausted or the time limits thereon

have expired, then that member is individually liable and responsible for payment of that debt unless it has been declared bankrupt or is otherwise prohibited by law from paying such debt in which case the remaining parties shall pay the debt, in accordance with the formula in the first sentence of this paragraph.

The signatories to this agreement are not liable for any funds misspent under CSBG.

B. Pursuant to Government Code section 6508.1, the debts, liabilities and obligations of ACAP shall be the debts, liabilities and obligations of the signatories to this agreement, to be shared equally.

C. ACAP agrees to hold harmless, indemnify, and to defend the ACAP members and their officers, employees and agents from any and all claims for injury or damage of whatever type brought by or on behalf of any third party, including, but not limited to, ACAP's officers, employees, and agents, arising from or connected with any acts or omissions in the performance of this agreement by ACAP except from any such claims arising solely out of acts or omissions attributable to the ACAP member or its officers, employees, or agents.

## V. FISCAL CONTROL

A. Depository; Controller. Pursuant to Section 6505.6 of the California Government Code, the Board shall appoint one of its officers or employees to serve as either or both the treasurer and the auditor. The offices of auditor and treasurer may be held by separate officers or employees or combined and held by one officer or employee. Such person or persons shall comply with the duties and responsibilities of the treasurer and auditor as set forth in subdivisions (a) to (d), inclusive, of California Government Code Section 6505.5 and shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Section 6505.

B. Records and Reports. ACAP shall establish and maintain such funds and accounts as may be required by good accounting practice or by law. The books and records of ACAP shall be open to inspection at all reasonable times by representatives of any signatory to this agreement.

C. Inspection and Audit. Representatives of any of the signatories to this agreement shall at all times have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of ACAP.

D. Disposition of Assets; Surplus Money. Upon termination of this agreement all costs, expenses and charges legally incurred by ACAP shall be paid and discharged; and ACAP shall sell such property as may be necessary therefor and shall be distributed to the United States Government and/or the State of California such property and funds as are lawfully required, the balance of such property and any surplus money on hand shall be distributed or returned in proportion to contributions made by the effected parties except to the extent otherwise agreed upon by the affected parties.

E. Fiscal Year. Unless otherwise required by federal or state law, the fiscal year for ACAP shall be from January 1, to and including December 31.

## VI. MISCELLANEOUS PROVISIONS

A. Indefinite Term. This agreement shall become effective upon execution by the signatories hereto and shall continue in full force and effect until terminated pursuant to this section.

B. Withdrawal Not Permitted. As ACAP's current purpose is to expeditiously wind up its affairs, the Members are not permitted to withdraw.

C. Termination. This Agreement shall terminate on the happening of either of the following events:

1. The governing boards of each of the Members approve the termination.

2. The entire Governing Board of ACAP unanimously adopts a resolution of termination stating: (a) that ACAP has been completely wound up; (b) that its known debts and liabilities have been actually paid or adequately provided for; (c) that the known assets of ACAP have been distributed to the persons entitled thereto after payment of known debts and liabilities; and (d) that ACAP is dissolved.

D. Amendments. This agreement may be amended at any time by the written agreement of the Members, as long as the amendment is not in conflict with applicable law.

E. Limitation of Power. Nothing contained in this agreement shall be construed to authorize any action which any signatory is not authorized by law to undertake.

F. Severability. Should any part, term, or provision of this agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

G. Reservation of Rights. By entering into this agreement, the purpose of which is to facilitate the orderly winding up of ACAP's affairs, none of the Members shall be deemed to be parties to the Original JPA nor shall any of the Members be deemed to have admitted responsibility for the debts, liabilities, and obligations of ACAP.

H. Submission of Notice to Secretary of State. Upon receipt of a fully executed copy of this agreement, ACAP shall prepare and file the notices with the Secretary of State and the State Controller required by Government Code sections 6503.5 and 6503.6.

***[Execution Page Follows]***

IN WITNESS WHEREOF, the parties have duly executed this Agreement by their duly authorized signatories effective on or as of the date written at the commencement of this Agreement.

COUNTY OF ALAMEDA

CITY OF ALAMEDA

By: \_\_\_\_\_  
Its:

By: \_\_\_\_\_  
Its:

CITY OF ALBANY

CITY OF DUBLIN

By: \_\_\_\_\_  
Its:

By: \_\_\_\_\_  
Its:

CITY OF EMERYVILLE

CITY OF FREMONT

By: \_\_\_\_\_  
Its:

By: \_\_\_\_\_  
Its:

CITY OF HAYWARD

CITY OF LIVERMORE

By: \_\_\_\_\_  
Its:

By: \_\_\_\_\_  
Its:

CITY OF NEWARK

CITY OF PIEDMONT

By: \_\_\_\_\_  
Its:

By: \_\_\_\_\_  
Its:

CITY OF PLEASANTON

CITY OF SAN LEANDRO

By: \_\_\_\_\_  
Its:

By: \_\_\_\_\_  
Its:

CITY OF UNION CITY

By: \_\_\_\_\_  
Its:

1723721.1



**DATE:** OCTOBER 11, 2011

**TO:** CITY COUNCIL

**FROM:** MINTZE CHENG, PUBLIC WORKS DIRECTOR

**SUBJECT:** ENTER INTO AN AGREEMENT WITH 4LEAF, INC. FOR CONSTRUCTION INSPECTION AND MATERIAL TESTING SERVICES ON THE WHIPPLE ROAD OVERHEAD SEISMIC RETROFIT PROJECT, CITY PROJECT NO. 11-19, FEDERAL PROJECT NO. STPLZ-5354(026)

**BACKGROUND:**

The Whipple Road Overhead was built in 1970 to carry Whipple Road traffic over the Bay Area Rapid Transit (BART) tracks. After the 1989 Loma Prieta Earthquake, the California Department of Transportation (CALTRANS) initiated the local Seismic Safety program. The Whipple Road Overhead was identified as a structure that could be subject to major damage or collapse in the event of a major earthquake. The Whipple Road Overhead Seismic Retrofit project will include structural improvements to the bridge piers and abutments that will allow the bridge to withstand a major earthquake on the Hayward Fault.

On June 28, 2011, City Council approved a contract for construction of the Whipple Road Overhead Seismic Retrofit project to RM Harris Company, Inc. Because this project will occur on BART property and in close proximity to the BART tracks, RM Harris is currently drafting a site work plan that must be approved by BART. It is currently anticipated that work will begin in December once BART approvals have been received.

The funds for the construction phase of the project are a combination of Federal Local Highway Bridge Program (HBP) funds and State Proposition 1B Bond monies. As currently programmed, there are no local funds that will be expended on the construction phase of the project. Because this project has Federal Funding, stringent quality-assurance and material-testing procedures must be implemented. On June 15, 2011, city staff developed a Request for Proposals (RFP) for material testing and inspection services. Both material testing and inspection are eligible items for reimbursement by the said grant fund.

**DISCUSSION:**

The RFP was published in the Tri-City Voice newspaper, DBE Good Faith website, posted on the City website, and transmitted to local Builder's Exchange offices. Two (2) proposals were received on August 11, 2011. The two firms that submitted proposals are: 4Leaf Inc. and

Ghirardelli and Associates. Upon review of the proposals and qualifications of each firm's capabilities, 4Leaf, Inc. was chosen as the most qualified firm. The selection was based on a review of: 1) the relevant experience of each firm; 2) the experience and qualifications of the project manager, inspection and testing staff of each firm; 3) understanding of the project requirements and experience with similar types of projects; and 4) the resources, project controls, and quality assurance of each firm.

Public Works staff reviewed the proposed number of hours and scope of services with 4Leaf, Inc. Staff has concluded that the final negotiated cost with 4Leaf, Inc. in a not-to-exceed amount of \$65,018 is reasonable for the scope of services required (See Exhibit "A".) 4Leaf, Inc. has not previously worked on a City of Union City project. However, 4Leaf, Inc. staff has demonstrated a significant amount of experience working on BART and federally-funded projects.

**FISCAL IMPACT:**

The Federal Local Highway Bridge Program grant of \$774,082 is at a fixed amount with the requirement of a minimum of 11.47% local match (\$106,291). For this Seismic Safety program, the local match will be provided by State Funding from Proposition 1B Bonds. Public Works staff estimates the total construction phase of the project is at \$880,373 including construction inspection and material testing services. It is not anticipated that the City will use any local funds for the project as sufficient monies are available for the requested construction inspection and material testing services contract agreement.

**RECOMMENDATION:**

It is recommended that the City Council of the City of Union City adopt the attached resolution to enter into an agreement in a not-to-exceed amount of \$65,018 with 4Leaf, Inc. to perform construction inspection and material testing services for the Whipple Road Overhead Seismic Retrofit Project, City Project No. 11-19, Federal Project No. STPLZ-5354(026).

Prepared by: Michael Renk, Civil Engineer III

Submitted by: Mintze Cheng, Public Works Director

Approved by: Larry Cheeves, City Manager

Exhibit A. Scope of Work

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY  
AWARDING A CONTRACT FOR  
CONSTRUCTION INSPECTION AND MATERIALS TESTING SERVICES  
FOR THE WHIPPLE ROAD OVERHEAD SEISMIC RETROFIT  
IMPROVEMENTS PROJECT  
CITY PROJECT NO. 11-19  
FEDERAL PROJECT NO. STPLZ-5354(026)**

**WHEREAS**, a Request for Proposals for professional services was solicited and to which two (2) professional engineering companies responded; and

**WHEREAS**, based upon evaluation of the two proposals, 4Leaf, Incorporated was deemed to be most capable engineering company to complete material testing and inspection services for said project; and

**WHEREAS**, 4Leaf, Incorporated's fee proposal was fair and reasonable for this type of project; and

**WHEREAS**, the funding from Federal Local Highway Bridge Program in the amount of \$774,082 and State Proposition 1B Bond funds in the amount of \$106,291 will provide \$880,373.00 towards the total construction phase of the project cost. Sufficient funds are available for the construction inspection and material testing services contract;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Union City hereby enters into a consultant agreement with 4Leaf, Incorporated in the amount \$65,018.00 for Professional Engineering Services for the construction inspections and material testing of the Whipple Road Overhead Seismic Retrofit Improvements Project, City Project No. 11-19, Federal Project No. STPLZ-5354(026).

**BE IT FURTHER RESOLVED** that the City Council of the City of Union City hereby authorizes the City Manager to Execute an Agreement with 4Leaf, Incorporated for said services.

## EXHIBIT A

### SCOPE OF SERVICES CONSTRUCTION INSPECTION

#### **1 Project Startup**

- 1a Perform detailed review of plans and specifications.
- 1b Attend pre-construction meeting with the City, Design Firm, Contractor, BART, and other staff.
- 1c Review, log, and distribute pre-construction submittals and RFIs from Contractor to applicable parties.

#### **2 Construction Management**

- 2a Perform full-time Construction Inspection Duties .
  - Inspect the construction elements of the project as required by the construction contract plans and specifications.
    - 1) Perform all field inspection activities to monitor compliance with the contract plans and specifications. Record and report all construction activities and maintain reports in a project file.
    - 2) Schedule necessary sampling and testing of materials for the project in accordance with the project specifications.
    - 3) Monitor the use of DBE contractors to verify goals for the project are met.
  - Maintain daily construction diaries that include documentation of the work progress.
    - 1) Record all items of work, labor, equipment, materials incorporated, materials tested, and any other pertinent information in a daily diary for permanent record of events.
    - 2) Project photographs and video documentation of project progress and major work components will be done on a weekly basis and kept for permanent records to support disputes and verify quality for acceptance.
  - Monitor the use of DBE contractors to assure that any goals set for the project are met.
- 2b Project Management - attend meetings, site visits, monthly reports

#### **3 Project Closeout**

- 3a Conduct, review, and follow up on inspection work to assure completion of the contract including punch list.
- 3b Perform final walk throughs w/Contractor
- 3c Review and approve final Contractor invoice, etc.

- Inspect work as it is completed. Develop punch list for any needed corrections as the work progresses.
- Perform final inspection of all work for acceptance.
- Submit all records and documents to the City upon final completion of the project.

#### **4 Materials Testing / Special Inspections**

##### 4a Materials Testing / Special Inspections .

- Make arrangements to perform necessary sampling and testing.
- Analyze records of materials used in the project in accordance with ASTM and California Standard Test Methods.
- Review test data and materials certifications submitted by the contractor and suppliers for compliance with the contract.



**EXHIBIT A**

**Revised Cost Estimate for Construction Management, Inspection, and Material Testing Services for the Whipple Road Overhaul Seismic Retrofit Project (Union City Project No. 06-10A), Union City, CA**

Part	Subtask Description	Staff Code	Rate	Qty	Units	Unit Rate	Total Cost	Assumptions
1	<b>Project Start-Up</b>							
	1a Perform site release and plot plan topographic	Project Manager / ALB27 Construction Manager / ALB27 Page 4	\$175 \$175	1 4	hr hr	\$175 \$175	\$175 \$700	Site checked for constructability issues Site checked for constructability issues
	1b Attend to construction management for Topographic, Utility, and Survey, 400' x 100' x 100'	Project Manager / ALB27 Construction Manager / ALB27 Page 4	\$175 \$175	1 2	hr hr	\$175 \$175	\$175 \$350	
1c Review, log and describe processes such as submittals and RFIs from contractor (applicable to project)	Construction Manager / ALB27 Page 4	\$175	4	hr	\$175	\$700		
						<b>Task 1 Subtotal:</b>	<b>\$1,925</b>	
2	<b>Construction Management</b>							
	2a Perform full-time Construction Inspection Duties	Construction Manager / ALB27 Page 4	\$175	10	hr	\$175	\$1,750	See Item (a) & (b)
	2b Project Management related meeting, check-in, monthly reports	Project Manager / ALB27	\$175	2	hr	\$175	\$350	
						<b>Task 2 Subtotal:</b>	<b>\$2,100</b>	
3	<b>Project Closure</b>							
	3a Develop final punch list, perform final walk-through of site, determine and discuss remaining C&I for construction site	Construction Manager / ALB27 Page 4	\$175	2	hr	\$175	\$350	
						<b>Task 3 Subtotal:</b>	<b>\$350</b>	
4	<b>Materials Testing / Special Inspections</b>							
	4a Materials Testing / Special Inspections - as directed by Special Inspector / Contractor	CTI Page 4	\$75		hr	\$75	\$150	See Item (c)
						<b>Total Estimated Costs:</b>	<b>\$16,818</b>	

**Note:**

(a) Assume that all source control tests will be performed by Union City staff.

(b) For materials testing and inspection, the quantity of work is based on the current budget for materials and inspection. The CTI fee is \$75 per hour. The field inspection rate is \$150 per hour. The field inspection rate is based on the current field inspection rate.

(c) See attached case for retained consultant for special inspections & materials testing laboratory.



**DATE:** 08/09/11  
**PROPOSAL No.:** P6608  
**CLIENT:** CITY OF UNION CITY  
**PROJECT:** CITY OF UNION CITY RFP - CM AND INSPECTIONS  
**LOCATION:** UNION CITY, CA

ITEM: I ONSITE TESTING & INSPECTIONS		ESTIMATED DAYS	ESTIMATED HOURS
CONCRETE <i>(Includes Rebar)</i>			
	FOOTINGS/GRADE BEAMS	5	8
	WALLS & COLUMNS	3	8
	SLAB PATCHING	4	4
	OTHER - MISC CONCRETE	4	8
	EPOXY BOLTS/PROOF LOAD	10	8

ITEM: II LABORATORY TESTING & ENGINEERING		ESTIMATED UNITS/HOURS
CONCRETE COMPRESSION TESTS		40
GRADATION		2
CLEANNESS		2
SPECIFIC GRAVITY		2
SAMPLE PICK-UPS		46
MIX DESIGNS		1
FINAL LETTER		1

*A 5% project management and admin fee will be charged monthly per invoice.*

*No contingency is budgeted by CTS for uncontrollable overtime, union or prevailing wage increases and unforeseen requirements that may arise in the specifications, as well as for work over the estimated hours. Owner should budget appropriate amount for budgetary purposes.*

*Estimate based on plans by BIGS dated 12-17-10. No construction schedule was available at the time this estimate was prepared.*



**2011 FEE SCHEDULE - P6608 8/9/11**  
**PERSONNEL FEES AND BASIS OF CHARGES**  
**INSPECTIONS, ENGINEERING & SPECIAL SERVICES**

	Standard Rate/Hour	Discounted Rate/Hour
<b>* FIELD INSPECTION AND LABORATORY SERVICE</b>		
Steel	<del>\$400.00</del>	\$67.00
Nondestructive - UT, MT, PT	<del>\$400.00</del>	\$67.00
Steel Visual/UT Combination	<del>\$400.00</del>	\$67.00
Concrete ACI	<del>\$400.00</del>	\$67.00
Concrete ICC	<del>\$400.00</del>	\$67.00
Pre-stressed Concrete	<del>\$400.00</del>	\$67.00
Masonry	<del>\$400.00</del>	\$67.00
Soil Technician w/Nuclear Gauge and/or Sand Cone <i>(portal-to-portal)</i>	<del>\$400.00</del>	\$67.00
Roofing & Waterproofing	\$100.00	
Specialty Inspector/or where formal certification is required	\$100.00	
Field Inspector with Special Enhancement	\$100.00	
Laboratory Technician	\$100.00	
Technician Typist	\$100.00	
<b>**PROFESSIONAL ENGINEERING SERVICES</b>		
Principal Engineer (Civil-Structural)	\$250.00	
Geotechnical Engineer	\$200.00	
Consulting Engineer (Civil-Structural)	\$160.00	
Associate Engineer, Licensed	\$150.00	
Staff Engineer/Project Manager	\$130.00	
Field Supervision	\$120.00	
ASNT Level III	\$120.00	
Drafting	\$110.00	
Quality Control Manager	QOR	
<b>SPECIAL SERVICES</b>		
Portable and mobile laboratories, NDT and Soils	QOR	
* Insert Pull-Out Testing (including normal equipment)	\$120.00	
* Coring, 1 Person (including equipment)	\$160.00	
* Coring, 2 Persons (including equipment)	\$210.00	
Project Research	QOR	
Ultrasonic Testing for Non-Metallic Materials	QOR	
Pavement Rehabilitation Analysis using Deflections	QOR	
Roof Moisture Survey	QOR	
Soil Drilling Equipment	QOR	
Geotechnical Site Investigations/Foundation Reports	QOR	
Pachometer, Schmidt Hammer, Windsor Probe	\$150.00	
Floor Flatness Testing FfFI - Equipment Fee \$100/Day	\$150.00	
Slab Moisture Testing - \$30/kit <span style="float:right">ASTM F1869</span>	\$150.00	
Ferroscon/GPR - Equipment Fee \$100/day	\$150.00	
Administration, Secretarial, Special Projects, Notary, Certified Payroll	\$75.00	
Concrete/Grout/Mortar Mix Design Review (less than 48 hours notice - \$500)	<del>\$260.00</del>	\$175.00
Welding Procedure Review (less than 48 hours notice - \$500)	\$250.00	
Welder Qualification Test	\$150.00	
Geotechnical Pad Letter (less than 48 hours notice - \$500)	\$250.00	
Final Letter, each (less than 48 hours notice - \$500)	<del>\$260.00</del>	\$200.00
<b>EXPERT WITNESS TESTIMONY</b>		
Court appearance, per day	\$1,160.00	
Court appearance, per half day	\$660.00	

\* Field inspection services will be billed in accordance with minimums shown on Basis of Charges.  
\*\*Professional engineering services and laboratory technician services will be billed at actual time.

*All fees subject to Basis of Charges*



**BASIS OF CHARGES**

**GENERAL**

Fees for tests and inspection include cost of technician, normal equipment and regular reports. Engineering services other than supervisory will be charged at applicable rates. Soils testing with nuclear gauge and/or sand cone equipment may require applicable travel and mileage charges for equipment transport and storage per code. Fees for special projects, services overseas, or elsewhere in the United States, will be quoted on request. With prior notification to Client, charges are subject to change at any time. Construction Testing Services reserves the right to adjust the rates quoted in this contract based upon any Union or prevailing wage increases and/or changes in any industry requirements.

**MINIMUM HOURLY CHARGES – INSPECTION**

Technician personnel and the following minimum charges are contractual commitment:

One-half day or less	4 Hours
Over one-half day	8 Hours
Show-up time (less than 2 hours notice = 4 hour charge)	2 Hours

**WORKING HOURS AND PREMIUM TIME**

Regular workday is the first 8 hours between 6:00 am and 6:00 pm Monday through Friday. Premium time is as follows:

Overtime, Week days and Saturdays (first 8 hours)	1.5 x quoted hourly rate
Overtime Saturdays (over 8 hours) and Sundays (first 8 hours)	2 x quoted hourly rate
Overtime Sundays (over 8 hours) and Holidays	3 x quoted hourly rate
Shift differential, swing and graveyard - (Work performed between 2:00 pm and 4:00 am)	12.5%/hour additional to base or quoted rate.

**MISCELLANEOUS CHARGES - Only Where Applicable**

Facsimile charges. Plus 1.00/page (n/c for cover page)	\$5.00 minimum
Parking Fees	At Cost
Air Travel	Cost Plus 5%
Outside Services	Cost Plus 20%
Subsistence (per union contract)	\$85.00/day
Mileage	Standard Federal Rate
Project Management & Administration	5% of Monthly Invoice
Samples Made by Others: Concrete Cylinders	\$100 + Test
Samples Made by Others: All Other Tests	\$40 + Test
Returned Check Fee	\$100

**TESTS**

Testing fees shown include normal time for performing test. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be quoted upon request. There will be a minimum charge of \$100.00 for any engineering report. Please note some tests maybe tested by subconsultants.

**INSURANCE**

For the waiver of subrogation if required by client, a 2% CTS administrative fee will be added to all gross billings/revenue in addition to the 3% fee from State Fund.

**PAYMENT**

Invoices will be submitted monthly or bimonthly for services performed during the preceding month and are payable on receipt. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by client. Visa, MasterCard and American Express payments are accepted however fees will apply. Visa and MasterCard payments require an additional 3% on top of the amount of the invoice being paid. American Express payments require an additional 4% on top of the amount of the invoice being paid.

*All fees subject to Basis of Charges*



**CONCRETE AND MASONRY TESTS**

		Standard Rate/Each	Discounted Rate/Each
<b>PORTLAND CEMENT CONCRETE</b>			
Compression test, 6" x 12" cylinder (including mold)	ASTM C-39	<del>\$60.00</del>	\$15.00
Cylinder molds, 6" x 12"	ASTM C-470	\$40.00	
Cylinders stored and cured, not tested (including mold)		\$40.00	
Compression test, Gunite (including sample prep)		\$55.00	
Compression test, Cores	ASTM C-42	\$60.00	
Lightweight insulating concrete, 3" x 6" cylinders	ASTM C-495		
Compression test, including mold		\$60.00	
Unit Weight test, including mold		\$60.00	
Flexural test, 6" x 6" x 18"	ASTM C-78	\$200.00	
Splitting tensile test, 6" x 12" cylinder	ASTM C-495	\$150.00	
Unit Weight, concrete cylinder		\$50.00	
Modulus of elasticity (static)	ASTM C-469	\$210.00	
Laboratory trial batch (mixing and molding only)	ASTM C-192	\$460.00	
Drying shrinkage (3 specimens – 28 days, including prep)	ASTM C-157 Mod	\$370.00	
Unit Weight – fireproofing, each	ASTM E-805	\$100.00	
Sample pick up		<del>\$15.00/each</del>	\$10.00/each
High Strength Concrete – Mix Designs/trial batches/and other considerations		QOR	
Compression tests (over 8000 p.s.i. or 400 k) each		\$100.00	
Grab sample, sealing and storing for 2 months in a humidity and temperature controlled room.		\$35.00	
<b>MASONRY</b>			
Compression test			
mortar 2' x 4" cylinder, U.B.C. (including mold)		\$50.00	
mortar molds, 2' x 4". Single use		\$40.00	
grout, U.B.C.		\$50.00	
mortar or grout stored and cured not tested (including mold)		\$50.00	
non-shrink grout		\$50.00	
2' x 2" x 2' cubes		\$50.00	
cores (including sample prep)		\$100.00	
composite grouted prism, each		\$100.00	
Shear test – bed joint – Preece method (including sample prep)		\$170.00	
Compression test, gross area only each	ASTM C-140	\$85.00	
Compression test, net area and gross area each	ASTM C-140	\$105.00	
Absorption, Moisture content and unitweight	ASTM C-140	\$105.00	
Linear shrinkage	CMA Rapid Method	\$110.00	
Linear Shrinkage	British Method	\$130.00	
Tensile test	CMA Method	QOR	
Non-standard block (all tests)		QOR	
<b>* BRICK</b>			
Modulus of rupture	ASTM C-67	\$100.00	
Compression	ASTM C-67	\$100.00	
Saturation coefficient (including absorption)	ASTM C-67	\$100.00	
Suction rate	ASTM C-67	\$100.00	
Efflorescence	ASTM C-67	\$100.00	

*\*Unusual sample preparation for brick specimens will be charged at the established hourly rate.*

*All fees subject to Basis of Charges*



**SOILS, AGGREGATE, ASPHALTIC CONCRETE SERVICES & TESTS**

		Standard Rate/Each	Discounted Rate/Each
<b>SOILS</b>			
Plasticity index	ASTM D-4318	\$220.00	
Expansion Index	ASTM D-4829/UBC 18.2	\$220.00	
Laboratory moisture - density tests	ASTM D-1557/D-698	\$300.00	
	Calif. 216 (Wet Method)	\$260.00	
* "R" (Resistance) value (minimum 3 pts) Untreated	Calif. 301	\$350.00	
California bearing ratio, with curve	ASTM C-1883	\$225.00	
Cement treated base laboratory design (3 specimens)	Calif. 312	\$300.00	
Cement treated base field control (3 specimens) (Aggregate quality test not included.)	Calif. 312	\$250.00	
Cement treated base Mix Design (additional cement content)		\$105.00	
Moisture Content Determination & Dry Density	ASTM D-2216/D-2937	\$50.00	
Moisture Density Check Point		\$170.00	
Unconfined Compressive Strength	ASTM D-2166	\$160.00	
Triaxial Compression Test		\$500.00	
Direct Shear Test		\$300.00	
Consolidation		\$500.00	
pH of Soil		\$260.00	
Hydraulic Conductivity	ASTM D-5084	\$300.00	
Sieve Analysis –			
Coarse Retained on No. 4 Sieve	ASTM C-136/Calif.202	<del>\$439.00</del>	\$75.00
Fine Passing No.4 Sieve	ASTM C-136/Calif.202	\$160.00	
Combined with 200 Wash		\$190.00	
200 Wash Only	ASTM C-117	\$120.00	
Hydrometer analysis - includes fine sieve	ASTM D-422	\$320.00	
Specific gravity, Bulk S.S.D. –			
Coarse (includes absorption)	ASTM C-127	<del>\$439.00</del>	\$100.00
Fine (includes absorption)	ASTM C-128	<del>\$439.00</del>	\$100.00
Corrosivity Tests on Soils	ASTM/Caltrans	\$275.00	
<b>AGGREGATES</b>			
Cleaness value	Calif. 227	<del>\$299.00</del>	\$125.00
Sand equivalent (average of 3)	Calif. 217	\$100.00	
Durability factor-course	Calif. 229	\$255.00	
Durability factor-fine	Calif. 229	\$240.00	
Durability factor-combined	Calif. 229	\$270.00	
Crushed particles. Coarse and fine	ASTM D-693/Calif. 205	\$200.00	
** Sodium sulfate soundness, per size fraction (5 cycles)	ASTM C-88/Calif. 214	\$140.00	
Low Angles Rattler C535	ASTM C-131/Calif. 211	\$285.00	
Unit weight of aggregate	ASTM C-29/Calif. 212	\$105.00	
Organic impurities		\$95.00	
Wetting/drying		\$350.00	
Flat and elongated particles	D4791, CE119, CE120	\$200.00	

\* Unusual sample preparation (dried clays, saturated clays, etc.) and all other tests for treated or untreated soils, aggregate subbase and aggregate base will be charged at established rates for laboratory technician.

\*\* Does not include sample preparation or sieve analysis



*SOILS, AGGREGATE, ASPHALTIC CONCRETE SERVICES & TESTS Continued...*

ASPHALTIC CONCRETE		Standard Rate/Each
Stability tests, premixed per samples –		
Hveem (2 specimens)	Calif. 366	\$365.00
Marshall (3 specimens)	ASTM D-1559	\$575.00
Marshall (1 specimen)		\$75.00
Swell (in conjunction with Hveem stabilometer)	Calif. 305	\$190.00
Moisture content, xylene reflux	ASTM D-2172	\$205.00
Extraction, % asphalt - Method B	ASTM D-2172	\$220.00
Extraction with Gradation		\$350.00
Asphalt Specific Gravity and Unit Weight	ASTM D1188	\$100.00
Asphalt stripping	ASTM D-1664/Calif. 302	\$100.00
Centrifuge kerosene equivalent, percent oil retained	Calif. 303	\$175.00
Lab Test Maximum Density- LTMD	Calif. 375	\$360.00
Marshall Maximum Density	Calif. 304	\$285.00
Rice Maximum Theoretical Specific Gravity	ASTM D-2041/Calif. 309	\$195.00
Unit weight compacted sample	Calif. 308	\$130.00
Unit weight compacted core	Calif. 308	\$130.00
Thickness of asphalt concrete cores		\$100.00
Complete asphalt design for given asphalt and aggregate by one of the following methods: (includes aggregate gradings)		QOR
1. Hveem TM CA 367		
2. Marshall. Asphalt Inst. MS-2		
 <b>MATERIALS MECHANICAL TESTS</b>		
#3 to #8 Rebar Tensile Tests	ASTM A-615	\$125.00
#9 to #11 Rebar Tensile Tests	ASTM A-615	\$150.00
#14 Rebar Tensile Tests	ASTM A-615	QOR
#9 and Smaller Rebar Bend Tests	ASTM A-615	\$100.00
Mechanical Couplers		QOR
High Strength Bolt Test		
Bolts: Proof Load & Ultimate Load		\$150.00
Hardness		\$40.00
Nuts: Proof Load		\$150.00
Hardness		\$40.00
Washers: Hardness		\$100.00
Fastener Set (1 bolt, 1 nut & 1 washer)		\$175.00
Tensile & Elongation Test		\$270.00
 <b>CONTACT INFORMATION</b>		
Headquarters: 2174 Rheem Drive, Suite A • Pleasanton, CA 94588 • P 925.462.5151 • F 925.462.5183		
Peninsula: One Embarcadero Center, Suite 535 • San Francisco, CA 94111 • P 415.334.4747 • F 415.438.2357		
Oakland: 246 30th Street • Oakland, CA 94601 • P 510.444.4747 • F 510.835.1825		
San Jose: 2033 Gateway Place, #500 • San Jose, CA 95110 • P 408.573.6992 • F 408.437.1201		
Stockton: 343 East Main Street, #711 • Stockton, CA 95202 • P 209.507.7555 • F 209.507.7554		
Sacramento: 4770 Duxhorn Drive • Sacramento, CA 95834 • P 916.419.4747 • F 916.419.4774		
Chico: 2260 Park Avenue, Suite B • Chico, CA 95928 • P 530.345.2355 • F 530.666.4749		
Las Vegas: 3842 E. Post Road • Las Vegas, NV 89120 • P 702.257.4747 • F 702.257.4718		

*All fees subject to Basis of Charges*





**DATE:                   OCTOBER 11, 2011**

**TO:                     CITY COUNCIL**

**FROM:                 MINTZE CHENG, PUBLIC WORKS DIRECTOR**

**SUBJECT:             ACCEPT WORK - TOD INFRASTRUCTURE  
IMPROVEMENTS PROJECT, CITY PROJECT NO. 09-03**

Gallagher & Burke, Inc. has completed the improvements for the TOD Infrastructure Improvements project, City Project No. 09-03, in accordance with the plans and specifications approved for this project and has supplied the City with all bonding requirements as specified in the contract.

### **BACKGROUND:**

The City Council awarded the contract to Gallagher & Burke, Inc. of Oakland, CA in the amount of \$3,431,552 for TOD Infrastructure Improvements Project, City Project No. 09-03, at its meeting of September 8, 2009.

Gallagher & Burke's low bid amount of \$2,880,864 was \$1,119,220 or approximately 28% below the Engineer's Estimate of \$4.0 Million for base bid work. Since the construction of Galliano Way was included in the bid package as a bid alternate in anticipation of receiving a competitive bid, Gallagher & Burk's bid proposal for Galliano Way in the amount of \$343,560, which was 3.5% below the engineer's estimate of \$356,153, was added to the contract. Another bid alternate included in the contract, consisting of lengthening the left-turn pocket on Decoto Road for the movement from the south-bound Decoto Road onto east-bound 11<sup>th</sup> Street for the ultimate build-out of the TOD site, was also added to the contract at a cost of \$207,128. Considering the Base Bid and the two Additive Bid Alternates, the total contract awarded to Gallagher & Burke was \$3,431,552 which was still \$1,104,589 or approximately 24% below the Engineer's Estimate of \$4,536,141 for the entire work.

### **DISCUSSION:**

The scope of the TOD Infrastructure Improvements project included constructing new roadways (Cheeves Way, Galliano Way and Berger Way) comprised of curb & gutter, pavement, storm drain system, sanitary system, water system with fire suppression amenities, trees, irrigation system, landscaping, LED street lighting, and a Greenway on top of the previously completed Line M box culvert.

The final construction cost of \$3,295,859.77 is \$135,692.30 or approximately 4% below the award amount of \$3,431,552. At the completion of the construction, the actual quantity of work completed resulted in a reduction of \$ 353,007.09 of the construction cost. Thus, the net result of the twelve CCOs and actual quantity of work was a reduction of contract amount of \$135,692.23.

There were a total of twelve (12) Contract Change Orders (CCOs) issued for this project to account for unforeseen site conditions and design changes made during the course of this project. The last CCO No. 12 in the amount of \$98,035.55 was issued to address/settle forty miscellaneous items including the cost to implement changes to gas line tie-ins mandated by PG&E and to compensate the contractor for removing unexpectedly thick asphalt concrete encountered during the construction of concrete median on Decoto Road. Since this final CCO is over \$75,000, it requires City Council approval before the issuance of the payment. Staff recommends approval of this final Contract Change Order and acceptance of the project work in the final amount of \$3,295,859.77.

**FISCAL IMPACT:**

The City received a 2008 TOD Infrastructure Grant from the Department of Housing and Community Development in the amount of \$7,637,102 to help construct the backbone infrastructure at its Intermodal Station District TOD site. The commitment from the City was to provide 20% local match of the grant funding and reimbursement requests prior to December 1, 2011. The said Housing Grant fund was budgeted under Capital Projects Fund (Fund 4100) and the local match was budgeted under RDA Fund (Fund 7115). Sufficient funds were available from these funding sources to accept work for this project.

**RECOMMENDATION:**

It is recommended that the City Council adopt the attached resolution approving Contract Change Order No. 12 in the amount of \$98,035.55 and accepting the TOD Infrastructure Improvements Project, City Project No. 09-03 in the final contract amount of \$3,295,859.77.

Prepared by: Farooq Azim, Principal Civil Engineer

Submitted by: Mintze Cheng, Public Works Director

Approved by: Larry Cheeves, City Manager

**EXHIBITS:**

- A. Certificate of Completion
- B. Notice of Completion and Notice of Acceptance

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNION CITY  
ACCEPT WORK FOR THE  
TOD INFRASTRUCTURE IMPROVEMENTS PROJECT  
CITY PROJECT NO. 09-03**

**WHEREAS,** Gallagher & Burke, Inc. has successfully completed the improvements for the TOD Infrastructure Improvements Project, City Project No. 09-03, per plans and specifications; and

**WHEREAS,** the work, consisting of constructing new roadways (Cheeves Way, Galliano Way and Berger Way) and including curb & gutter, pavement, storm drain system, sanitary system, water system with fire suppression amenities, trees, irrigation system, landscaping, LED street lighting, and a Greenway on top of the previously completed Line M box culvert, has been completed to the satisfaction of the City Engineer; and

**WHEREAS,** the City received a 2008 TOD Infrastructure Grant from the Department of Housing and Community Development in the amount of \$7,637,102 to help construct the backbone infrastructure at City's Intermodal Station District TOD site; and

**WHEREAS,** the commitment from the City was to provide 20% local match of the grant funding and reimbursement requests prior to December 1, 2011 has been met; and

**WHEREAS,** the said Housing Grant fund was budgeted under Capital Projects Fund (Fund 4100) and the local match was budgeted under RDA Fund (Fund 7115) and sufficient funds were available from these funding sources to accept all the improvements of this project.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Union City does hereby approve the Contract Change Order No. 12 in the amount of \$98,035.55 to the contractor.

**BE IT FURTHER RESOLVED** that the City Council of the City of Union City does hereby accepts the improvements in the final amount of \$3,295,859.77 for the TOD Infrastructure Improvements Project, City Project No. 09-03.

**BE IT FURTHER RESOLVED** that the City Clerk of the City of Union City be directed to record the Notice of Completion with the Office of the County Recorder of

Alameda County, California.

**BE IT FURTHER RESOLVED** that the City Council of the City of Union City does hereby authorize the City to allow the release of the final retention being held in an Escrow Account in the amount of \$164,792.99 to Gallagher & Burke, Inc. at the completion of improvements of City Project No. 09-03 in accordance with the plans and specifications on file at the Office of the City Engineer.

**CERTIFICATE OF COMPLETION**  
(Sec. 4005 Government Code)

**TITLE: TOD INFRASTRUCTURE IMPROVEMENTS PROJECT,  
CITY PROJECT NO. 09-03**

I, MINTZE CHENG, Public Works Director for the City of Union City, County of Alameda, State of California, do hereby certify as follows:

- a. That the scope of the TOD Infrastructure Improvements project included constructing new roadways (Cheeves Way, Galliano Way and Berger Way) comprising of curb & gutter, pavement, storm drain system, sanitary system, water system with fire suppression amenities, trees, irrigation system, landscaping, LED street lighting, and a Greenway on top of the existing Line M box culvert; and
- b. That contract agreement was approved by the City Council in the amount of **\$3,431,552**; and
- c. That the adopted and approved plans and specifications have been changed in the following respects:

CCO #	CONTRACT CHANGE DESCRIPTION	AMOUNT
	<b>Original Contract</b>	<b>\$3,431,552</b>
	Net Additional/(Reduced) Bid Quantities	(\$353,007.09)
1	Construct EVA Prior to 4-1-10; Relocate pole at trailer	11,494.08
2	Add'l Soil Sampling, Const. Ent. at Lot 5, ACFC permit	\$7,558.07
3	Work per revised Gas Drawings, Revised JT Drawings	\$8,472.50
4	Stockpile Soil, Remove Unsuitable subgrade & Various	\$25,876.86
5	Break up, Remove & Dispose of PCC Haul Road	\$38,367.90
6	USD Permit fees, Remove abandoned gas line & Various	\$11,171.14
7	Relocate Irrigation Sleeves, Hydroseed Stockpile, Various	\$20,777.47
8	Resolution of NPC 15-21	\$14,343.87
9	Place Fill at Lots 1 & 5, Trackwalk stockpile at Lot 5	\$9,019.05
10	Changes to Pavement Section and Earthwork Quantities	(\$42,931.70)
11	Resolution of NPC 2,3,6 & 23 and reduce item A6 Qty.	\$15,130.00
12	PG&G changes to gas tie-in, Decoto AC removal & Var.	\$98,035.55
<b>Total Construction Contract Cost to City</b>		<b>\$ 3,295,859.77</b>

- d. That the work has been performed in accordance with approved plans and specifications.
- e. That Gallagher & Burke, Inc. performed the work, at a total cost of **\$3,295,859.77** including the above noted contract change description.
- f. That the final retention, being held in an escrow account in the amount of **\$164,792.99**, will be released 35 days after the project's acceptance.

Dated: \_\_\_\_\_, 2011.

\_\_\_\_\_  
MINTZE CHENG, P.E.  
PUBLIC WORKS DIRECTOR

The City of Union City  
Public Works Department  
34009 Alvarado-Niles Road  
Union City CA, 94587

The City Engineer  
The City of Union City  
34009 Alvarado-Niles Road  
Union City, CA 94587

**NOTICE OF COMPLETION  
AND NOTICE OF ACCEPTANCE**

General Contract or Assessment Proceedings

**TITLE: TOD INFRASTRUCTURE IMPROVEMENTS PROJECT, CITY  
PROJECT NO. 09-03**

NOTICE IS HEREBY GIVEN that I, MINTZE CHENG, as the Public Works Director of the City of Union City, County of Alameda, California, on the 11<sup>th</sup> day of October , 2011, did file with the Department of Public Works of said City, the Certificate of Completion of the following described work, the contract for which was heretofore awarded to Gallagher & Burk, Inc., 344 High Street, Oakland, CA 94601 and entered into on September 8, 2009, in accordance with the specifications for said work filed with said Department of Public Works and adopted by the Director of Public Works of said City.

That said work and improvements are located at: New roadways north of existing 11<sup>th</sup> Street consisting of Cheeves Way, Berger Way and Galliano Way

were actually accepted by the Director of Public Works of the City of Union City on the 11<sup>th</sup> day of October , 2011, and that the name of the surety on the Contractor's bond for labor and materials on said contract is the Travelers Casualty and Surety Company of America.

That the following work has been completed: The scope of the TOD Infrastructure Improvements project included constructing new roadways comprising of curb & gutter, pavement, storm drain system, sanitary system, water system with fire suppression amenities, trees, irrigation system, landscaping, LED street lighting, and a Greenway on top of the existing Line M box culvert.

Dated: \_\_\_\_\_, 2011.

\_\_\_\_\_  
MINTZE CHENG, P.E.  
PUBLIC WORKS DIRECTOR

STATE OF CALIFORNIA )  
 )  
COUNTY OF ALAMEDA )

MINTZE CHENG, being first duly sworn, deposes and says:

That she is the duly appointed Public Works Director of the City of Union City, California; that she has read the foregoing Notice of Completion and Notice of Acceptance and knows the contents thereof, and that the same is true of her own knowledge except as to the matters therein stated on her own information and belief, and as to those matters that she believes it to be true.

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MINTZE CHENG, P.E.  
PUBLIC WORKS DIRECTOR

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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CITY CLERK in and for the City of Union City,  
County of Alameda, State of California



**DATE:** October 11, 2011

**TO:** Agency Board

**FROM:** Joan Malloy, Assistant Executive Director

**SUBJECT:** Adopt Agency resolution to adopt additional amendments to the Enforceable Obligation Payment Schedule (EOPS)

### **BACKGROUND**

Pursuant to the requirements of ABx1 26, the City Council adopted the Enforceable Obligation Payment Schedule (EOPS) at its meeting on August 23, 2011. The EOPS was ratified by the Agency Board at its meeting on September 27, 2011.

ABx1 26 provides that the EOPS may be amended at a public meeting of the Agency. The EOPS was also amended by the Agency Board at its meeting on September 27, 2011. This staff report and attached resolution and exhibit are presented to further amend the EOPS.

### **DISCUSSION**

The additional amendments are to:

- Change the Project Name in Reference line 120 from “BART Phase 1 Exchange Agreement” to be “East-West Connector” and increase the Total Outstanding Obligation by \$10,000,000 to \$17,600,000 to incorporate an expected increase in funding required.

The purpose of this amendment is to identify the full obligation the City may incur for the East-West Connector construction, thus the obligation is increased from \$7.6 million to \$17.6 million. “BART Phase 1 Exchange Agreement” is renamed to more specifically indicate the purpose of the exchange, which is the East-West Connector.

- Add Reference lines 126 and 127 to now include Trustee fees and potential new Bond Issues that were not previously listed.

**FISCAL IMPACT**

Adoption of the resolution will have no fiscal impact. Lack of adoption could potentially limit the Agency's or successor agency's ability to make certain payments in the future.

**RECOMMENDATION**

Staff recommends that the Agency Board adopt the attached resolution that amends the Enforceable Obligation Payment Schedule (EOPS).

**Prepared by:**

Steve Sprotte

Management Analyst

**Submitted by:**

Joan Malloy

Assistant Executive Director

**Approved by:**

Larry Cheeves

Executive Director

**RESOLUTION NO. \_\_**

**RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF UNION CITY ADOPTING ADDITIONAL AMENDMENTS TO THE ENFORCEABLE OBLIGATION PAYMENT SCHEDULE (EOPS)**

WHEREAS, the Community Redevelopment Agency of the City of Union City (“Agency”) is a redevelopment agency formed, existing and exercising its powers pursuant to California Community Redevelopment Law, Health and Safety Code Section 33000 et seq. (the “CRL”);

WHEREAS, pursuant to CRL Section 34169(g) (enacted pursuant to Assembly Bill x1 26), the Agency is required adopt an Enforceable Obligation Payment Schedule (“EOPS”) that lists all of the obligations that are “enforceable obligations” within the meaning of Section 34167(d) of the CRL, and the Agency is required to post the EOPS on the Agency’s website and transmit a copy to the County Auditor-Controller, the State Controller and the State Department of Finance;

WHEREAS, an EOPS was approved by City Council Resolution No. 4204-11 adopted August 23, 2011, ratified by Agency Resolution No. 447-11 adopted September 27, 2011, and was transmitted to all required parties;

WHEREAS, CRL Section 34169(g)(2) provides that the EOPS may be amended at a public meeting of the Agency, and that such amendments must be posted on the Agency’s website and transmitted to the County Auditor-Controller, the State Controller and the State Department of Finance;

WHEREAS, the EOPS was amended by Agency Resolution No. 447-11 adopted September 27, 2011;

WHEREAS, the Agency wishes to further amend the EOPS pursuant to this Resolution;

WHEREAS, the Agency does not, by adoption of this Resolution nor the undertaking of the actions described herein, waive any rights to challenge the legality of Assembly Bill x1 26 and Assembly Bill x1 27.

NOW, THEREFORE, the Community Redevelopment Agency of the City of Union City does hereby resolve as follows:

1. The Recitals set forth above are true and correct, and are incorporated herein by reference.
2. The amended Enforceable Obligation Payment Schedule (EOPS) attached hereto as Exhibit A is hereby adopted, subject to all reservations of rights and contingencies set forth above.

3. The Agency Executive Director or designee is authorized to take all actions necessary to implement this Resolution, including without limitation, the posting of this Resolution, the EOPS on the Agency's website, and the provision of notice of adoption of this Resolution and such schedules to the County Auditor-Controller, the State Controller and the State Department of Finance.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

ATTEST:

APPROVED:

\_\_\_\_\_  
Agency Secretary

\_\_\_\_\_  
Chair

# Exhibit A – EOPS

Name of Redevelopment Agency  
 Project Area(s)  
 Community Redevelopment Agency of the City of Union City  
 All there is only one Project Area comprised of the Original Area and the Added Area)

## ENFORCEABLE OBLIGATIONS PAYMENT SCHEDULE Per AB 26 - Section 34167 and 34168 (\*)

Ref.	Project Name / Debt Obligation	Vendor Name	Description	Total Outstanding Debt or Obligation	*** Annual Calculation?	Total Due During Fiscal Year	Payments by month					Total
							Aug**	Sept	Oct	Nov	Dec	
1	2001A TAB	Bank of New York (Trustee)	Bonds issued to fund projects	22,176,475.15	No	946,359.38	619,368.75					619,368.75
2	2001B TAB	Bank of New York (Trustee)	Bonds issued to fund projects	11,066,383.77	No	488,330.00	298,371.25					298,371.25
3	2003 TAB	Bank of New York (Trustee)	Advance Refunding of 1993 TAB	15,108,918.75	No	1,165,052.50	933,563.75					933,563.75
4	2005 TAB	Bank of New York (Trustee)	Bonds issued to fund projects	68,549,412.50	No	1,457,950.00	728,975.00					728,975.00
5	2007 TAB	Bank of New York (Trustee)	Advance Refunding of 1999 TAB	58,096,437.50	No	1,618,425.00	809,212.50					809,212.50
6	2010 TAB	Bank of New York (Trustee)	Bonds issued to fund projects	54,312,606.00	No	1,362,987.50	681,493.75					681,493.75
7	2011 TAB	Bank of New York (Trustee)	Bonds issued to fund projects	56,174,561.28	No	2,231,942.39	1,333,173.64					1,333,173.64
8	Station District Affordable Housing	MidPen Housing	Last payment of Agency contribution	8,102,809.19	No	8,102,809.19	8,102,809.19					8,102,809.19
9	Station District Affordable Housing	MidPen Housing	Annual contribution towards garage maintenance	2,300,000.00	Yes	100,000.00						100,000.00
10	East-West Connector	Alameda County Transportation Commission	Union City Equity Payment	30,000,000.00	No	7,000,000.00						7,000,000.00
11	Tropics Rental Assistance Program	Union Bank (Trustee)	Annual contribution of \$200,000 for 10 years	2,000,000.00	No	200,000.00						200,000.00
12	County Housing Rehabilitation Program	County of Alameda HCD	Annual contribution of \$250,000 for 10 years	2,500,000.00	No	250,000.00						250,000.00
13	Pedestrian Promenade, Playground and Street	ROMA Design Group	Engineering and Design	135,100.00	No	135,100.00						135,100.00
14	Pedestrian Promenade, Playground, and Street	Ghirardelli Associates	Construction Management	74,008.00	No	37,004.00						37,004.00
15	Pedestrian Promenade, Playground, and Street	Blossom Valley Construction	Construction	1,479,030.00	No	739,515.00						739,515.00
16	East Plaza and Transit Loop Road	ROMA Design Group	Engineering and Design	1,166,038.00	No	1,166,038.00						1,166,038.00
17	East Plaza and Transit Loop Road	Ghirardelli Associates	Construction Management	657,944.00	No	300,000.00						300,000.00
18	East Plaza and Transit Loop Road	Joseph J. Albanes Construction	Construction	5,640,168.00	No	2,500,000.00						2,500,000.00
19	BART Phase 2	ROMA Design Group	Engineering and Design	2,295,380.00	No	2,296,380.00						2,296,380.00
20	BART Phase 2	BART	Construction Management and Fare Gates	5,450,100.00	No	0.00						0.00
21	BART Phase 2	XYZ Construction	Construction	8,690,000.00	No	0.00						0.00
22	BART Phase 2	XYZ Construction	Construction	2,200,558.00	No	0.00						0.00
23	BART Phase 2	XYZ Construction	Pedestrian Crossing, Right-of-Way, and Contingency	1,150,000.00	Yes	50,000.00						50,000.00
24	Union Landing OPA for CFD 1997-1	Papias Union City LP	per OPA Agreement	4,584,642.00	No	210,039.00						210,039.00
25	Union Landing OPA for CFD 1997-1	Dyer Triangle LLP	per OPA Agreement	5,068,458.00	No	225,595.00						225,595.00
26	Union Landing Agreement for CFD 1997-1	TOMTEX Investments	per OPA Agreement	134,487.00	No	7,911.00						7,911.00
27	Alma Via Skilled Nursing	State of California	Repayment of HELP loan	1,495,000.00	No	65,000.00						65,000.00
28	Intermodal Station Funding	Noite Associates	Consulting for Grants Administration	1,500,000.00	Yes	50,000.00						50,000.00
29	Employee costs	Employees of the Agency	Payroll and benefits for employees	65,342,425.00	Yes	2,840,975.00	473,495.00					236,748.00
30	Union Square Office Buildings	PCOM, Inc.	Property Management	345,000.00	Yes	15,000.00	2,500.00					1,250.00
31	Union Square Office Buildings	facilitated by PCOM, Inc	Maintenance, operations, and security	2,300,000.00	Yes	100,000.00	16,670.00					8,333.00
32	Administrative support services	City of Union City	City Services to support RDA	10,350,000.00	Yes	450,000.00						450,000.00
33	Redevelopment operations	PG&E	Utilities for RDA properties	207,000.00	Yes	9,000.00						9,000.00
34	Redevelopment operations	United Site Services of California	Fencing for RDA properties	103,500.00	Yes	4,500.00						4,500.00
35	Redevelopment operations	Alhambra & Sierra Strings	Water service for construction trailer	11,040.00	Yes	480.00						480.00
36	Redevelopment operations	Hdl, Coren & Cone	Property Tax Analysis	552,000.00	Yes	24,000.00						24,000.00
37	Redevelopment operations	California Redevelopment Association	Dues and legal fees	552,000.00	Yes	24,000.00						24,000.00
38	Redevelopment operations	Union City Chamber of Commerce	Economic Development	920,000.00	Yes	40,000.00						40,000.00
39	Redevelopment operations	The ARC of Alameda County	Blight removal	1,380,000.00	Yes	60,000.00						60,000.00
40	Redevelopment operations	Centro de Servicios	Blight removal	1,150,000.00	Yes	50,000.00						50,000.00
41	Redevelopment operations	Mejeres-Nave	Legal Services	2,760,000.00	Yes	120,000.00						120,000.00
42	Economic Development operations	Co-Star Group, Inc.	Property research	460,000.00	Yes	20,000.00						20,000.00
43	Economic Development operations	MK Partners, Inc.	Marketing	138,000.00	Yes	6,000.00						6,000.00
44	Economic Development operations	The Federal Technology Center	Government Procurement / Workshops and Counseling	276,000.00	Yes	12,000.00						12,000.00
45	Economic Development operations	Mangover, Inc.	Administrative Assistant - Part time	1,380,000.00	Yes	60,000.00						60,000.00
46	Economic Development operations	Workit, Inc.	ED Advertising	276,000.00	Yes	12,000.00						12,000.00
47	Economic Development operations	Mission Peak Business Products	Promotional Items	138,000.00	Yes	6,000.00						6,000.00
48	Economic Development operations	WWWhite Design	Production of Brochure / Web Updates	276,000.00	Yes	12,000.00						12,000.00
49	Economic Development operations	LINK Silicon Valley LLC	Annual Membership	19,800.00	Yes	600.00						600.00
50	Economic Development operations	Bay Area Bioscience Association	BAYBIO Membership Dues	57,500.00	Yes	2,500.00						2,500.00
51	Economic Development operations	Crowne Plaza Hotel	Economic Development Events & Seminars	276,000.00	Yes	12,000.00						12,000.00
52	Economic Development operations	Bay Central Printing & Copy	Marketing Graphics and Products	115,000.00	Yes	5,000.00						5,000.00
53	Redevelopment and Economic Development	Daily Journal Corp	Publications	23,000.00	Yes	1,000.00						1,000.00
54	Economic Development operations	Seifel Consulting	Fiscal Analysis	460,000.00	Yes	20,000.00						20,000.00
55	Economic Development operations	Federal Express Corp	Shipping costs	27,600.00	Yes	1,200.00						1,200.00
56	Redevelopment projects	Goldfrap & Lipman	Legal analysis	552,000.00	Yes	24,000.00						24,000.00
57	Redevelopment and Economic Development	Office Depot	Office supplies	27,600.00	Yes	1,200.00						1,200.00



OTHER OBLIGATIONS

Ref	Project Name / Debt Obligation	Vendor Name	Description	Total Outstanding Debt or Obligation	*** Annual Calculation?	Total Due During Fiscal Year	Payments by month				Total	
							Aug**	Sept	Oct	Nov		Dec
001	Contractual Pass-through Agreement	County of Alameda and Library District	Agreement dated September 29, 1988	124,864,953.00	Yes	5,428,911.00						0.00
002	Contractual Pass-through Agreement	Alameda County Superintendent of Schools	Agreement dated April 18, 1989	144,532.00	Yes	6,284.00						0.00
003	Contractual Pass-through Agreement	East Bay Regional Park District	Agreement dated June 13, 1988	2,149,649.00	Yes	93,463.00						0.00
004	Contractual Pass-through Agreement	New Haven Unified School District	Agreement dated March 25, 1997	0.00	Yes	0.00						0.00
005	Contractual Pass-through Agreement	Ohlone College	Agreement dated June 13, 1988	0.00	Yes	0.00						0.00
006	H&S 33676 pass-through	County of Alameda	H&S 33676 pass-through withheld by County	6,115,470.00	Yes	265,890.00						0.00
007	H&S 33676 pass-through	Alameda County Library District	H&S 33676 pass-through withheld by County	771,880.00	Yes	33,560.00						0.00
008	H&S 33676 pass-through	Alameda County Food Control District	H&S 33676 pass-through withheld by County	738,806.00	Yes	32,122.00						0.00
009	H&S 33676 pass-through	Alameda County Mosquito Abatement District	H&S 33676 pass-through withheld by County	29,233.00	Yes	1,271.00						0.00
010	H&S 33676 pass-through	Bay Area Rapid Transit District	H&S 33676 pass-through withheld by County	297,828.00	Yes	9,036.00						0.00
011	H&S 33676 pass-through	Ohlone College	H&S 33676 pass-through withheld by County	5,159,061.00	Yes	224,307.00						0.00
012	H&S 33676 pass-through	City of Union City	H&S 33676 pass-through withheld by County	3,601,877.00	Yes	165,299.00						0.00
013	County Administration Fee	Alameda County Administrators Office	Withheld for County services	428,674.00	Yes	18,638.00						0.00
014	AB 1290 pass-through	Alameda County Administrators Office	Payments required pursuant to AB 1290	2,024.00	Yes	88.00						0.00
015	AB 1290 pass-through	Alameda County Mosquito Abatement District	Payments required pursuant to AB 1290	23,552.00	Yes	1,024.00						0.00
016	AB 1290 pass-through	Alameda County Superintendent of Schools	Payments required pursuant to AB 1290	51,129.00	Yes	2,223.00						0.00
017	AB 1290 pass-through	Alameda County Food Control District	Payments required pursuant to AB 1290	55,430.00	Yes	2,410.00						0.00
018	AB 1290 pass-through	Alameda County Library District	Payments required pursuant to AB 1290	207.00	Yes	9.00						0.00
019	AB 1290 pass-through	Alameda County Resource Conservation District	Payments required pursuant to AB 1290	33,672.00	Yes	1,464.00						0.00
020	AB 1290 pass-through	Alameda County Water District	Payments required pursuant to AB 1290	13,777.00	Yes	599.00						0.00
021	AB 1290 pass-through	Bay Area Rapid Transit District	Payments required pursuant to AB 1290	4,692.00	Yes	204.00						0.00
022	AB 1290 pass-through	Chabot College	Payments required pursuant to AB 1290	59,064.00	Yes	2,568.00						0.00
023	AB 1290 pass-through	City of Union City	Payments required pursuant to AB 1290	360,088.00	Yes	15,656.00						0.00
024	AB 1290 pass-through	East Bay Regional Park District	Payments required pursuant to AB 1290	83,122.00	Yes	3,614.00						0.00
025	AB 1290 pass-through	Education Augmentation Relief Fund (ERAF)	Payments required pursuant to AB 1290	554,162.00	Yes	24,094.00						0.00
026	AB 1290 pass-through	New Haven Unified School District	Payments required pursuant to AB 1290	391,483.00	Yes	17,021.00						0.00
027	AB 1290 pass-through	Ohlone College	Payments required pursuant to AB 1290	0.00	Yes	0.00						0.00
028	AB 1290 pass-through	Redevelopment Agency internal fund transfer	Low/Moderate split of Tax increment	88,917,333.00	Yes	3,865,971.00						0.00
029	Low/Moderate Housing Obligation			234,963,630.00	Yes	10,215,810.00						0.00
TOTAL				954,559,111.86		53,977,308.68	1,856,074.69	13,101,202.50	866,128.08	2,604,251.72	850,728.08	19,278,385.07

\* For those payments requiring an annual calculation the Total Outstanding Debt or Obligation amount is estimated to be 23 times the Total Due During Fiscal Year (i.e. through FY 33-34)

84 COMBINED TOTAL