



CITY OF NEWARK CITY COUNCIL

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

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

AGENDA

Thursday, July 23, 2015

- A. ROLL CALL

- B. MINUTES
 - B.1 Approval of Minutes of the regular City Council meeting of Thursday, July 9, 2015. (MOTION)

- C. PRESENTATIONS AND PROCLAMATIONS
 - C.1 Presentation by the Alameda-Contra Costa Transit District on their proposed Service Expansion Plan. (PRESENTATION)

- D. WRITTEN COMMUNICATIONS

- E. PUBLIC HEARINGS
 - E.1 Hearing to consider abandonment of a portion of the western half of Hickory Street right-of-way north of Perrin Avenue - from Assistant City Engineer Fajeau. (RESOLUTION)

F. CITY MANAGER REPORTS

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

CONSENT

- F.1 Approval of a leave of absence without pay through August 31, 2015 for Senior Equipment Mechanic Rothman – from Human Resources Technician Gendreau. (MOTION)

- F.2 Authorization to issue a no-fee encroachment permit to Newark Days Celebration, Inc. for the Newark Days Parade and Newark Mile Race, provide police services for traffic control and waive fees related to the parade and race, and waive fees for use of the Community Center and MacGregor Playfields, with the exception to the fees required for the building superintendent and janitorial services – Assistant Engineer Carmen and Police Sergeant Hoppe. (MOTIONS-3)**
- F.3 Approval of plans and specifications, acceptance of bid and award of contract to G. Bortolotto & Company, Inc. for 2015 Asphalt Concrete Street Overlay Program, Project 1093 – from Associate Civil Engineer Tran. (MOTION)(RESOLUTION)**
- F.4 Approval of the final map for Tract 8165, a 15-unit residential subdivision (Continental Residential, Inc.) located at 38517 Birch Street – from Assistant City Engineer Fajeau. (RESOLUTION)**
- F.5 Amendment of the 2014-2016 Biennial Budget and Capital Improvement Plan for Fiscal Year 2015-2016 Capital Budget Rollover – from Administrative Services Director Woodstock. (RESOLUTION)**

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

- I.1 Designation of a voting delegate and alternate(s) for the Annual Business Meeting of the League of California Cities' Annual Conference – from City Clerk Harrington. (MOTION)**

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

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

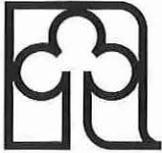
Approval of Audited Demands for the City Council meeting of, July 23, 2015. (MOTION)

M. CLOSED SESSION

N. ADJOURNMENT

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

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



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

AGENDA

Thursday, July 23, 2015

CITY COUNCIL:

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

CITY STAFF:

John Becker
City Manager
Terrence Grindall
Assistant City Manager
Susie Woodstock
Administrative Services Director
Sandy Abe
Human Resources Director
Peggy A. Claassen
Public Works Director
Jim Leal
Police Chief
David Zehnder
Recreation and Community
Services Director
David J. Benoun
City Attorney
Sheila Harrington
City Clerk

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

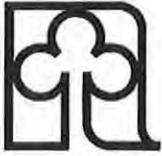
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|-------------------------------------|-------------------------|
| A. ROLL CALL | I. COUNCIL MATTERS |
| B. MINUTES | J. SUCCESSOR AGENCY |
| C. PRESENTATIONS AND PROCLAMATIONS | TO REDEVELOPMENT AGENCY |
| D. WRITTEN COMMUNICATIONS | K. ORAL COMMUNICATIONS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

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

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

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

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



CITY OF NEWARK CITY COUNCIL

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

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

Minutes

Thursday, July 9, 2015

A. ROLL CALL

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

B. MINUTES

B.1 Approval of Minutes of the regular City Council meeting of Thursday, June 25, 2015.

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

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Commending Tim Watson.

Mayor Nagy presented the commendation to Tim Watson, whose quick actions on his bus route led to the safe return of a boy who had been kidnapped in Milpitas.

C.2 Proclamation for the Portuguese Fraternal Society of America Council No. 16 Holy Ghost Festival and 93rd Anniversary.

Mayor Nagy presented the proclamation to members of the Portuguese Fraternal Society.

C.3 Proclaiming July "Parks Make Life Better Month" in Newark.

Mayor Nagy presented the proclamation to Parks and Recreation Director David Zehnder.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

E.1 Hearing to consider P-15-24, a planned unit development, and U-15-25, a conditional use permit, for a temporary Salvation Army facility to be

located at 36601 Newark Boulevard (APN: 92A-900-1-2) and a request for a waiver of the application fees.

**RESOLUTION NO. 10404
MOTION APPROVED**

City Manager Becker stated that the Salvation Army would like to lease units in the Old Town Center for the duration of the construction of their new building. The Salvation Army estimates they would need approximately 18 months at this temporary location. The food distribution shall take place inside the facility and all visitors will be directed inside upon arrival.

Mayor Nagy opened the public hearing at 7:45 p.m.

Captain Williams, representing the Salvation Army, said that he had read the resolution and agreed to the conditions. He noted that a mobile social service unit is being used in Fremont and Union City for food distribution. He believed this would reduce the lines in Newark. He also stated that have discontinued receiving donations of goods at the temporary and new facility. They will clean up anything that is left outside the facility on a regular basis.

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

Council Member Freitas moved, Council Member Bucci seconded to approve: (1) by resolution, with Exhibit A, pages 1 through 8, approve P-15-24, a planned unit development, and U-15-25, a conditional use permit, for a temporary Salvation Army facility to be located at 36601 Newark Boulevard (APN: 92A-900-1-2); and (2) by motion, approve the request for waiver of fees. The motion passed, 5 AYES.

E.2 Hearing to consider property owners' objections and confirmation of the Superintendent of Streets' report concerning weed abatement assessments.

**MOTION APPROVED
RESOLUTION NO. 10405**

City Manager Becker stated that in April the City Council directed the Superintendent of Streets to abate weeds on 151 parcels of land. Private property owners cleared 141 parcels and the City's contractor cleared 10 parcels.

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

Mayor Nagy closed the public hearing at 7:58 p.m.

Vice Mayor Collazo moved, Council Member Hannon seconded to by motion, act upon any objections by property owners for assessments on their parcels for the 2015 Weed Abatement Program and, by resolution, confirm the Superintendent of Streets' report concerning weed abatement assessments. The motion passed, 5 AYES.

F. CITY MANAGER REPORTS

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

CONSENT

- F.1 Authorization for the Mayor to sign an amendment to the Joint Powers Agreement between the City of Newark and the City of Fremont for Paratransit Services for Fiscal Year 2014 – 2015. RESOLUTION NO. 10406
CONTRACT NO. 09044**
- F.2 Authorization for the City Attorney to sign a Certification and Mutual Indemnification Agreement with the County of Alameda. RESOLUTION NO. 10407
CONTRACT NO. 15032**
- F.3 Authorization for the Public Works Director to renew the contract with Rosas Brothers Construction for 2015 Curb, Gutter and Sidewalk Replacement, Project 1095. RESOLUTION NO. 10408**
- F.4 Authorization for the Mayor to sign a Lease Agreement with Alameda County for lease of the Newark library facility. RESOLUTION NO. 10409
CONTRACT NO. 15033**
- F.5 Authorization for the Mayor to sign the Consultant Services Agreement with Bartel Associates LLC for Actuarial Services. RESOLUTION NO. 10410
CONTRACT NO. 15034**

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

Vice Mayor Collazo commended Tim Watson and encouraged people to look out for one another. She encouraged the public to attend Music at the Grove tomorrow night and the Mariachi Festival on July 19.

Council Member Bucci commended Tim Watson for his actions. He stated that the Movie in the Park will be *Home* on Saturday. The following weekend is the Relay for Life event at Newark Memorial High School. Their goal is to raise \$86,000.

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

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

Approval of Audited Demands for the City Council meeting of July 9, 2015.

City Clerk Harrington read the Register of Audited Demands: Check numbers 105021 to 105162.

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

M. CLOSED SESSION

N. ADJOURNMENT

At 8:05 p.m. Mayor Nagy adjourned the City Council meeting.

C.1 Presentation by the Alameda-Contra Costa Transit District on their proposed Service Expansion Plan. (PRESENTATION)

Background/Discussion – The Alameda-Contra Costa Transit District (AC Transit) is proposing approximately 40 updated recommendations for expanded and improved routes and schedules throughout their service area. Detailed information about this Service Expansion Plan is available on the AC Transit website at actransit.org/sep.

Austin Lee, Transportation Planner for AC Transit will give a presentation on the proposed Service Expansion Plan at the City Council meeting.

E.1 Hearing to consider abandonment of a portion of the western half of Hickory Street right-of-way north of Perrin Avenue - from Assistant City Engineer Fajeau. (RESOLUTION)

Background/Discussion – On June 25, 2015, the City Council adopted Resolution No. 10,395 declaring its intention to abandon a portion of the western half of Hickory Street right-of-way north of Perrin Avenue. The proposed limits of the abandonment are the Alameda County Flood Control and Water Conservation District (District) property located just north of Perrin Avenue and a line approximately 337 feet north of the District boundary as measured along the original Hickory Street centerline. The requested abandonment is consistent with the recent approval of abandonment of the eastern half of this segment of Hickory Street. This right-of-way has never been improved to public street standards, is not currently used as a public street, and is not needed for future street purposes. The area is utilized by Cargill, Inc. as a primary haul route.

If abandoned, this segment of Hickory Street right-of-way would revert back to Cargill, Inc., as the underlying fee title owner. Utility providers with services in this general area have been notified of the proposed right-of-way abandonment. Utility easements will be reserved over portions of the right-of-way in a manner consistent with previous easement reservations on the eastern half of Hickory Street. Staff has not received any objections to the proposed abandonment.

Attachment

Action - It is recommended that the City Council, by resolution, abandon a portion of the western half of Hickory Street right-of-way north of Perrin Avenue.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ABANDONING A PORTION OF THE WESTERN
HALF OF HICKORY STREET RIGHT-OF-WAY NORTH OF
PERRIN AVENUE

WHEREAS, on June 25, 2015, the City Council adopted Resolution No. 10,395 declaring its intention to proceed under the provisions of Part 3, Division 9, of the Streets and Highways Code of the State of California, known as the Street Vacation Act of 1941, to abandon a portion of Hickory Street, Newark, California; and

WHEREAS, proceedings were conducted in a manner provided by law; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark as follows:

1. That the City Council finds from all the evidence submitted that the certain portion of the western half of Hickory Street, Newark, California, as described in the above mentioned Resolution of Intention with minor modifications as hereafter described in Exhibit A attached hereto and made a part hereof, is unnecessary for present or prospective public street purposes.
2. That the City Council further finds from the evidence submitted that reservation of public utility easements for sanitary sewer services is necessary for protection and maintenance of existing public utility facilities.
3. That the City Council hereby reserves public utility easements portions of the area to be abandoned as shown on the accompanying legal description and plat designated as Exhibit B attached hereto and made a part hereof. These easements are to be kept open and free from permanent buildings and structures of any kind.

BE IT FURTHER RESOLVED and it is hereby ordered by the City Council of the City of Newark that the certain portion of public street in the City of Newark, lawfully, officially, and commonly known as a portion of the western half of Hickory Street north of Perrin Avenue in the City of Newark as described in Exhibit A, be and the same is hereby abandoned and subject to the reservation of public utility easements as shown on Exhibit B;

BE IT FURTHER RESOLVED that the time and date of recording a certified copy of this resolution in the office of the County Recorder of Alameda County, State of California, shall be left to the discretion of the City Engineer.

RIGHT OF WAY AND PUBLIC UTILITY
EASEMENT IN FAVOR OF CITY OF
NEWARK PER RE 5618, IM 745

CITY OF NEWARK
PER RE 3199, IM 420

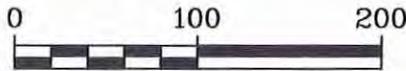
PARCEL 1
315 PM 84



6-17-15

PARCEL 1
252 PM 81

WILLIAM LYON HOMES
2013-310645
2013-310647



(IN FEET)
1 inch = 100 ft.

N68°11'04"E
40.00'

N21°48'56"W 362.23'

PORTION OF HICKORY STREET (WEST)
N21°48'56"W 362.28'

HICKORY STREET
PER "MAP OF
TOWN OF NEWARK"
17 M 10

ACFC & WCD
(RE 180, IM 904)

ACFC & WCD
(RE 38, IM 637)

P.O.B.

N68°15'33"E
40.00'

PERRIN AVENUE

LEGEND

- BOUNDARY LINE
- PROPERTY LINE

P.O.B. POINT OF BEGINNING

ACFC & WCD ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

(R) RADIAL BEARING

Q:\082000\081007\MAPPING\PLATS\HICKORY STREET.DWG

EXHIBIT "A"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR ABANDONMENT OF A
PORTION OF THE WESTERN HALF
HICKORY STREET

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA



RUGGERI-JENSEN-AZAR

ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:
1"=100'

DATE:
6-17-2015

JOB NO.:
081007

EXHIBIT – “A”

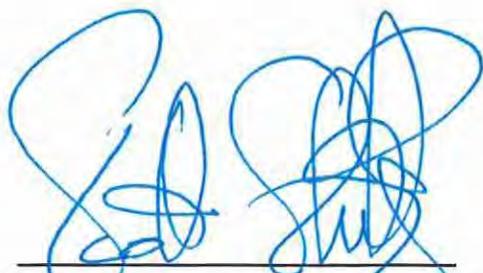
REAL PROPERTY SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF NEWARK, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND BEING A PORTION OF HICKORY STREET, AS SAID HICKORY STREET IS SHOWN ON THE "MAP OF THE TOWN OF NEWARK, ALAMEDA COUNTY, CAL.", FILED MAY 6, 1878, IN BOOK 17, OF MAPS AT PAGE 10, OFFICIAL RECORDS OF ALAMEDA COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL 1 AS SHOWN ON THE PARCEL MAP 7505 FILED ON SEPTEMBER 8, 2000 IN BOOK 252 OF PARCEL MAP AT PAGE 81 OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE WEST LINE OF HICKORY STREET, NORTH 21° 48' 56" WEST – 362.23; THENCE ACROSS HICKORY STREET , NORTH 68° 11' 04" EAST – 40.00 FEET TO A POINT ON THE CENTERLINE OF HICKORY STREET; THENCE ALONG THE CENTERLINE OF HICKORY STREET, SOUTH 21° 48' 56" EAST – 362.28 FEET TO THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (ACFC&WCD) RECORDED ON MARCH 3, 1960 IN REEL 38, IMAGE 637 OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTH LINE OF THE ACFC&WCD PARCEL, SOUTH 68° 15' 33" WEST – 40.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 14,490 SQUARE FEET OF LAND AREA, MORE OR LESS.

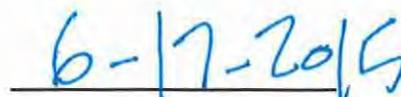
END OF DESCRIPTION

PREPARED BY:



SCOTT A. SHORTLIDGE, LS 6441





DATE

RIGHT OF WAY AND PUBLIC UTILITY
EASEMENT IN FAVOR OF CITY OF
NEWARK PER RE 5618, IM 745

CITY OF NEWARK
PER RE 3199, IM 420

PARCEL 1
315 PM 84

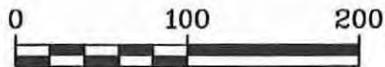
N21°48'56"W
75.87'
R=295.00'
Δ=19°32'04"
L=100.58'

PARCEL 1
252 PM 81

PUBLIC UTILITY
EASEMENT RESERVATION

N21°48'56"W
174.51'

WILLIAM LYON HOMES
2013-310645
2013-310647



(IN FEET)
1 inch = 100 ft.

HICKORY STREET
PER "MAP OF
TOWN OF NEWARK"
17 M 10

PORTION OF HICKORY STREET
(WEST)

ACFC & WCD
(RE 180, IM 904)

ACFC & WCD
(RE 38, IM 637)

P.O.B.

PERRIN AVENUE

LEGEND

- BOUNDARY LINE
- PROPERTY LINE
- P.O.B.** POINT OF BEGINNING
- ACFC & WCD ALAMEDA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
- (R) RADIAL BEARING

© 1/2000/081007/147796/PLATS/HICKORY STREET PUE RESERVATION.DWG

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR PUBLIC UTILITY EASEMENT RESERVATION
PORTION OF THE WESTERN HALF
HICKORY STREET
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

RJA
RUGGERI-JENSEN-AZAR
ENGINEERS • PLANNERS • SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE:
1"=100'

DATE:
7-14-2015

JOB NO.:
081007

EXHIBIT – “B”

REAL PROPERTY SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF NEWARK, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AND BEING A PORTION OF HICKORY STREET, AS SAID HICKORY STREET IS SHOWN ON THE "MAP OF THE TOWN OF NEWARK, ALAMEDA COUNTY, CAL.", FILED MAY 6, 1878, IN BOOK 17, OF MAPS AT PAGE 10, OFFICIAL RECORDS OF ALAMEDA COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 AS SHOWN ON THE PARCEL MAP 7505 FILED ON SEPTEMBER 8, 2000 IN BOOK 252 OF PARCEL MAP AT PAGE 81 OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE WEST LINE OF HICKORY STREET, NORTH 21° 48' 56" WEST – 362.23 FEET; THENCE ACROSS HICKORY STREET , NORTH 68° 11' 04" EAST – 23.02 FEET FOR THE **POINT OF BEGINNING** HEREOF; THENCE CONTINUING ACROSS HICKORY STREET, NORTH 68° 11' 04" EAST – 16.98 FEET TO A POINT ON THE CENTERLINE OF HICKORY STREET; THENCE ALONG THE CENTERLINE OF HICKORY STREET, SOUTH 21° 48' 56" EAST – 174.51 FEET FOR THE BEGINNING OF A CURVE TO THE RIGHT, FROM WHICH POINT THE CENTER BEARS NORTH 48° 39' 00" WEST; THENCE CROSSING THROUGH THE WESTERN PORTION OF HICKORY STREET FOR THE FOLLOWING TWO (2) COURSES: (1) IN A NORTHWESTERLY DIRECTION ~~100.58~~ FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 295.00 FEET AND THROUGH A CENTRAL ANGLE OF 19° 32' 04", AND (2) NORTH 21° 48' 56" WEST – 75.87 FEET TO THE **POINT OF BEGINNING**.

END OF DESCRIPTION

PREPARED BY:


SCOTT A. SHORTLIDGE, LS 6441



7-15-15
DATE

**F.1 Approval of a leave of absence without pay through August 31, 2015 for Senior Equipment Mechanic Rothman – from Human Resources Technician Gendreau.
(MOTION)**

Background/Discussion – Jim Rothman, Senior Equipment Mechanic for the Public Works Department has requested an extension to his medical leave of absence without pay through August 31, 2015. The Personnel Rules and Regulations require City Council approval for leaves of absences without pay in excess of two calendar months.

Attachment – None

Action - It is recommended that the City Council, by motion, approve a leave of absence without pay through August 31, 2015 for Senior Equipment Mechanic Rothman.

F.2 Authorization to issue a no-fee encroachment permit to Newark Days Celebration, Inc. for the Newark Days Parade and Newark Mile Race, provide police services for traffic control and waive fees related to the parade and race, and waive fees for use of the Community Center and MacGregor Playfields, with the exception to the fees required for the building superintendent and janitorial services – Assistant Engineer Carmen and Police Sergeant Hoppe. (MOTIONS-3)

Background/Discussion – The annual Newark Days Parade and Newark Mile Race will be held on Saturday, September 19, 2015. The routes for the parade and race will be the same as last year. Newark Days Celebration, Inc. has requested that the City: (1) issue a no-fee encroachment permit for the parade and race; (2) provide police services for traffic control and waive fees related to the parade and race; and (3) waive fees for use of the Community Center and MacGregor Playfields, with exception to the fees required for the building superintendent and janitorial services.

Attachment

Action – It is recommended that the City Council, by motions: (1) authorize staff to issue a no-fee encroachment permit to Newark Days Celebration, Inc. for the Newark Days Parade and Newark Mile Race; (2) provide police services for traffic control and waive fees related to the parade and race; and (3) waive fees for use of the Community Center and MacGregor Playfields, with the exception to the fees required for the building superintendent and janitorial services.

Newark Days Celebration Inc.

P.O. Box 608 Newark, California 94560
(510) 793-5683 Fax (510) 793-5689
www.newarkdays.org

July 9, 2015

Mayor Al Nagy and Council Members
City of Newark
37101 Newark Blvd.
Newark, CA 94560

Re: 2015 Newark Days Celebration

Dear Mayor Nagy and City Council Members:

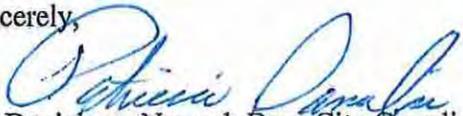
The Newark Days Committee is again diligently working on planning the annual celebration of the 60th birthday of the City of Newark. The theme this year for the 60th Annual Newark Days is "Set Sail for Newark". The festivities will begin Thursday, September 17 and continue through to Sunday, September 20, 2015.

On behalf of the Newark Days Committee, I am requesting the following:

- A no-fee encroachment permit on September 19, 2015 for the Newark Mile Race and the Newark Days Parade. We are also requesting traffic control along the race and parade route.
- The Newark Mile Race will begin approximately 9 am on Saturday, September 19, 2015.
 - Staging and route remains the same as previous years.
- The parade, "Sail to Adventures and Treasures", will begin approximately 9:45am, Saturday 19, 2015 with the last parade entries scheduled to pass the reviewing stand around 1 pm.
 - The parade route remains the same as in previous years with approximately the same staging area requirements (staging: Starting at Newark Blvd. and Central and along Newark Blvd. to Mayhews Landing; Civic Terrace west to Library, City parking lot (including entrance from Thornton Blvd.) and along Civic Terrace – East - to St. Edwards School lot.
- Cars parked along the parade route be tagged on the prior Friday evening to ensure that the streets are clear by 8:00 am on Saturday morning, and that the parade route be closed to regular traffic while the race and parade are in progress.
- Street vendors be restricted from the streets along the race and parade routes and the Community Center grounds during the entire Newark Days events.
- Waive any fees for the use of the Community Center and grounds during Newark Days with the exception of the building superintendent and janitorial services.

Thank you for your cooperation. I am available to respond to any questions regarding this matter.

Sincerely,


Pat Danielson, Newark Days City Coordinator, 745-9363

F.3 Approval of plans and specifications, acceptance of bid and award of contract to G. Bortolotto & Company, Inc. for 2015 Asphalt Concrete Street Overlay Program, Project 1093 – from Associate Civil Engineer Tran. (MOTION)(RESOLUTION)

Background/Discussion – On February 26, 2015, the City Council authorized staff to advertise for bids for this year’s street maintenance projects. This year’s maintenance overlay and patch paving, and citywide parking lot repair projects are being combined into one project to result in better unit prices. The combined project scope of work includes localized patch paving, pavement grinding, surfacing paving, and re-striping on various City streets and parking lots.

Bids for the project were opened on June 30, 2015 with the following results:

Bidder	Amount
G. Bortolotto & Company, Inc.	\$ 918,999.39
O’Grady Paving, Inc.	950,347.50*
C. F. Archibald Paving, Inc.	964,408.25
DeSilva Gates Construction LP	989,055.00
Granite Construction Company	1,098,343.50
Goodfellow Top Grade Construction, LLC.	1,229,365.00
Interstate Grading & Paving, Inc.	1,418,056.50
Engineer’s Estimate	\$ 912,000.00

**Corrected for minor mathematical error*

The 2014-2016 Biennial Budget includes funding for this project in Fiscal Year 2014-2015. The streets maintenance portion of this project will be funded through Alameda County Measure B Sales Tax funds, Vehicle Registration Fee funds, and the Traffic Congestion Relief Fund. The parking lots maintenance portion will be funded with Capital funds.

Staff recommends that this project be awarded to the lowest responsible bidder, G. Bortolotto & Company, Inc.

Attachment

Action – It is recommended that the City Council, by motion, approve the plans and specifications and by resolution, accept the bid and award the contract to G. Bortolotto & Company, Inc. for 2015 Asphalt Concrete Street Overlay Program, Project 1093.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ACCEPTING THE BID AND AWARDING THE
CONTRACT TO G. BORTOLOTTO & COMPANY, INC. FOR
2015 ASPHALT CONCRETE STREET OVERLAY PROGRAM,
PROJECT 1093

BE IT RESOLVED that the City Council of the City of Newark does hereby find that G. Bortolotto & Company, Inc. was the lowest responsible bidder for 2015 Asphalt Concrete Street Overlay Program, Project 1093, in the City of Newark;

BE IT FURTHER RESOLVED that the City Council does hereby accept said bid of said company and does hereby authorize the Mayor of the City of Newark to sign an agreement with said company for the construction of 2015 Asphalt Concrete Street Overlay Program, Project 1093, according to the plans, specifications, and terms of said bid.

F.4 Approval of the final map for Tract 8165, a 15-unit residential subdivision (Continental Residential, Inc.) located at 38517 Birch Street – from Assistant City Engineer Fajeau. (RESOLUTION)

Background/Discussion – On June 12, 2014, the City Council approved Tentative Tract Map 8165 for a 15-unit residential subdivision on an approximate 1.82-acre site located at 38517 Birch Street. Continental Residential, Inc., has submitted the required fees, bonds, and other documents for approval of the final map for Tract 8165. Off-site improvements on Birch Street include a new driveway opening for a private street, frontage sidewalk and landscaping, utility connections, and a pavement overlay. Recording of the final map and issuance of any subsequent permits for construction activity will be at the discretion of the City Engineer.

Attachment

Action – It is recommended that the City Council, by resolution, approve the final map for Tract 8165, a 15-unit residential subdivision (Continental Residential, Inc.) located at 38517 Birch Street.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING THE FINAL MAP FOR TRACT 8165
A 15-UNIT RESIDENTIAL SUBDIVISION (CONTINENTAL
RESIDENTIAL, INC.) LOCATED AT 38517 BIRCH STREET

WHEREAS, on June 12, 2014, with Resolution No. 10,225, the City Council of the City of Newark approved Tentative Tract Map 8165 for a 15-unit residential subdivision on an approximate 1.82-acre site located at 38517 Birch Street.

NOW THEREFORE, BE IT RESOLVED BY THE City Council of the City of Newark that the City Council does hereby approve the final map and improvement plans for Tract 8165, City of Newark, County of Alameda, State of California, and that the Mayor is authorized and hereby directed to execute an agreement between the City of Newark and Continental Residential, Inc., for the improvements of said tract; and

BE IT FURTHER RESOLVED that the City Council does hereby accept all parcels of land offered for public use in conformity with the terms of offer of dedication as shown on the final map for Tract 8165; and

BE IT FURTHER RESOLVED that the City Council does hereby approve the Performance Bond in the amount of \$625,000 and the Materials Bond in the amount of \$313,000 posted by the developer to secure the installation of improvements in accordance with the plans and specifications and the Subdivision Improvement Agreement; and

BE IT FURTHER RESOLVED that the recording of the final map and final approval for the start of construction activity for Tract 8165, including issuance of all related construction permits, shall be at the discretion of the City Engineer.

OWNER'S STATEMENT

THE UNDERSIGNED, CONTINENTAL RESIDENTIAL, INC., A CALIFORNIA CORPORATION, DOES HEREBY STATE THAT IT IS THE OWNER OF ALL THE LANDS DELINEATED AND EMBRACED WITH THE EXTERIOR BOUNDARY LINE OF THIS MAP ENTITLED "TRACT 8165", CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA. CONSISTING OF THREE (3) SHEETS, THIS STATEMENT BEING UPON SHEET ONE (1) THEREOF. THAT THE OWNER CAUSED SAID MAP TO BE PREPARED FOR RECORD AND CONSENTS TO THE PREPARATION AND RECORDATION OF SAID MAP; THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL THE PARCELS INTENDED FOR SALE OR DEDICATION BY THEIR NUMBER, LETTER, BOUNDARY, COURSES AND EXTENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: THE PARCELS OF LAND DESIGNATED BIRCH STREET, AS DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THIS MAP, FOR THE PURPOSE OF PUBLIC STREETS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF APPLICABLE STRUCTURES AND APPURTENANCES UNDER, UPON AND OVER ANY AREA OR STRIP OF LAND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT), AS DELINEATED WITHIN THE EXTERIOR BOUNDARY OF THIS MAP; SAID AREAS OR STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT APPLICABLE UTILITY STRUCTURES AND APPURTENANCES, IRRIGATION SYSTEMS AND APPURTENANCES, AND LAWFUL FENCES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: AN EASEMENT FOR INGRESS AND EGRESS OF EMERGENCY VEHICLES OVER, UPON AND ACROSS THOSE FULL WIDTH STRIPS OF LAND DESIGNATED AS "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "WLE" (WATER LINE EASEMENT) FOR INGRESS AND EGRESS, CONSTRUCTION, AND MAINTENANCE OF WATER SYSTEM FACILITIES AND APPURTENANCES THERETO.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE AREAS DESIGNATED AS "SSC" (SANITARY SEWER EASEMENT) FOR INGRESS AND EGRESS, CONSTRUCTION, AND MAINTENANCE OF SANITARY SEWER FACILITIES AND APPURTENANCES THERETO.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE RIGHT TO CONSTRUCT AND MAINTAIN PUBLIC LANDSCAPING AND APPURTENANCES THERETO, ON AND OVER THOSE CERTAIN STRIPS OF LANDS SHOWN ON THIS MAP AND "LE" (LANDSCAPE EASEMENT), AS SHOWN WITHIN THE TRACT BOUNDARY LINES ON THIS MAP, AND THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTION, MAINTAINING, AND REPAIRING SAID PUBLIC LANDSCAPE AREAS AND APPURTENANCES THERETO, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OF THE PUBLIC FOR LANDSCAPE USE OVER AND ALONG SAID PUBLIC LANDSCAPE AREAS. MAINTENANCE OF SAID "LE" SHALL BE IN ACCORDANCE WITH THE COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING TRACT 8165.

AND THE UNDERSIGNED DOES HEREBY DECLARE THAT THE AREAS DESIGNATED AS "PVAW" (PRIVATE VEHICLE ACCESS WAY) ARE FOR INGRESS AND EGRESS PURPOSES FOR THE MUTUAL BENEFIT OF ALL LOT OWNERS. MAINTENANCE OF SAID "PVAW" SHALL BE ACCORDANCE WITH THE COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING TRACT 8165.

AND THE UNDERSIGNED DOES HEREBY DECLARE THAT THE AREAS DESIGNATED AS "SDE" (STORM DRAIN EASEMENT) ARE FOR ACCESS, INSTALLATION, AND MAINTENANCE OF STORM DRAIN AND APPURTENANCES THERETO.

AND THE UNDERSIGNED DOES HEREBY DECLARE THAT THE AREA DESIGNATED AS PARCEL A, ALLIUM WAY (PRIVATE STREET), IS RESERVED FOR THE USE AND VISITORS OF THIS SUBDIVISION, NOT LIMITED TO PRIVATE INGRESS, EGRESS, PRIVATE UTILITIES AND IMPROVEMENTS. SAID PARCEL SHALL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION OF TRACT 8165 SUBSEQUENT TO THE FILING OF THIS MAP. MAINTENANCE OF SAID PARCEL AND IMPROVEMENTS TO BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION AND TRACT 8165.

THIS MAP SHOWS OR NOTES ALL THE EASEMENTS EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP.

CONTINENTAL RESIDENTIAL, INC., A CALIFORNIA CORPORATION

BY: _____ DATE: _____

BY: _____ DATE: _____

TRACT 8165

CONSISTING OF 3 SHEETS
BEING A PORTION OF SUBDIVISION 2, BLOCK 102, "MAP SHOWING
THE SUBDIVISION OF A PART OF THE FARM LANDS", FILED IN
MAP BOOK 26, PAGE 37, ALAMEDA COUNTY RECORDS,
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

JULY 2015

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____, BEFORE ME, _____, A
NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT
BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT
THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF DEDICATION

CERTIFICATE OF DEDICATION FOR SAME PUBLIC PURPOSE (PER SUBDIVISION MAP ACT 66477.5). "TRACT 8165"
HAS DEDICATED HEREON IN FEE CERTAIN PUBLIC RIGHTS OF WAY FOR BIRCH STREET. IF THE CITY OF NEWARK
SUBSEQUENTLY MAKES A DETERMINATION PURSUANT TO THE PROVISION OF SECTION 66477.5 OF THE
SUBDIVISION MAP ACT THAT THE SAME PUBLIC PURPOSE FOR WHICH THE PROPERTY WAS DEDICATED DOES
NOT EXIST OR THE PROPERTY OR ANY PORTION OF THE PORTION OF PROPERTY THAT IS REQUIRED FOR THAT
SAME PUBLIC PURPOSE OR FOR PUBLIC UTILITIES, IT SHALL RECONVEY THE PROPERTY TO THE SUBDIVIDER.

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF _____ } SS.
COUNTY OF _____ }

ON _____, BEFORE ME, _____, A
NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT
BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT
THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE: _____

NAME (PRINT): _____

PRINCIPAL COUNTY OF BUSINESS: _____

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

COUNTY RECORDER'S STATEMENT

FILED FOR RECORD THIS _____ DAY OF _____, 20____, AT _____ H.
IN BOOK _____ OF MAPS, AT PAGES _____ UNDER SERIES NO. _____ AT THE
REQUEST OF FIRST AMERICAN TITLE COMPANY, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF
ALAMEDA, STATE OF CALIFORNIA.

FEES: _____ PO.

STEVE MANNING
COUNTY RECORDER IN AND FOR THE COUNTY
OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

TRACT 8165

TRACT 8165

CONSISTING OF 3 SHEETS
BEING A PORTION OF SUBDIVISION 2, BLOCK 102, "MAP SHOWING
THE SUBDIVISION OF A PART OF THE FARM LANDS", FILED IN
MAP BOOK 26, PAGE 37, ALAMEDA COUNTY RECORDS,
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

JULY 2015

CITY ENGINEER'S STATEMENT

I, PEGGY A. CLAASEN, CITY ENGINEER FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT 8165", CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, CONSISTING OF THREE (3) SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF, THAT THE SUBDIVISION AS SHOWN UPON SAID MAP IS SUBSTANTIALLY THE SAME AS SAID SUBDIVISION APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATION THEREOF; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA, AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

IN WITNESS, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2015.

PEGGY A. CLAASEN, PE 34477
REGISTRATION EXPIRES: SEPTEMBER 30, 2015
CITY ENGINEER FOR THE CITY OF NEWARK
COUNTY OF ALAMEDA, CALIFORNIA

DATE

I, DENNIS D. JONES, PROFESSIONAL SERVICES SPECIALIST FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE PURSUANT TO SECTION 66450(a)(4) OF THE GOVERNMENT CODE THAT I HAVE EXAMINED THE HEREIN EMBODIED MAP ENTITLED "TRACT 8165", CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, CONSISTING OF THREE (3) SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

IN WITNESS, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2015.

DENNIS D. JONES, PE 27062
REGISTRATION EXPIRES: MARCH 31, 2015
PROFESSIONAL SERVICES SPECIALIST FOR THE CITY OF NEWARK
COUNTY OF ALAMEDA, CALIFORNIA

DATE

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION, AT THE REQUEST OF CONTINENTAL RESIDENTIAL, INC., A CALIFORNIA CORPORATION. IT IS BASED UPON A FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION IN APRIL 2014, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE, AND IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE (1) YEAR OF THE COMPLETION OF THE STREET IMPROVEMENTS, AND THAT SAID MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE GROSS AREA WITHIN THE TRACT IS 2.00 ACRES, MORE OR LESS.

MARK H. WEHNER, P.L.S.
L.S. NO. 7960

DATE



SOILS REPORT

A SOILS REPORT WAS PREPARED BY BERLOGAR STEVENS & ASSOCIATES, DATED MARCH 4, 2015, PROJECT NO. 3695100, SIGNED BY GREGORY J. RUF, P.E., G.E. AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

CITY CLERK'S STATEMENT

I HEREBY STATE THAT CITY COUNCIL OF THE CITY OF NEWARK AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____, 20____, DULY APPROVED THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 8165", AND ACCEPTED ON BEHALF OF THE CITY OF NEWARK AND THE PUBLIC, ALL PARCELS OF LAND OFFERED FOR DEDICATION, SUBJECT TO IMPROVEMENT, AND ALL EASEMENTS AS OFFERED FOR PUBLIC USE IN CONFORMITY WITH THE OFFER OF DEDICATION.

SHEILA HARRINGTON
CITY CLERK AND CLERK OF THE COUNCIL OF THE
CITY OF NEWARK, COUNTY OF ALAMEDA, CALIFORNIA

DATE

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I, ANKA CAMPBELL-BELTON, CLERK OF THE BOARD OF SUPERVISORS FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE, AS CHECKED BELOW, THAT:

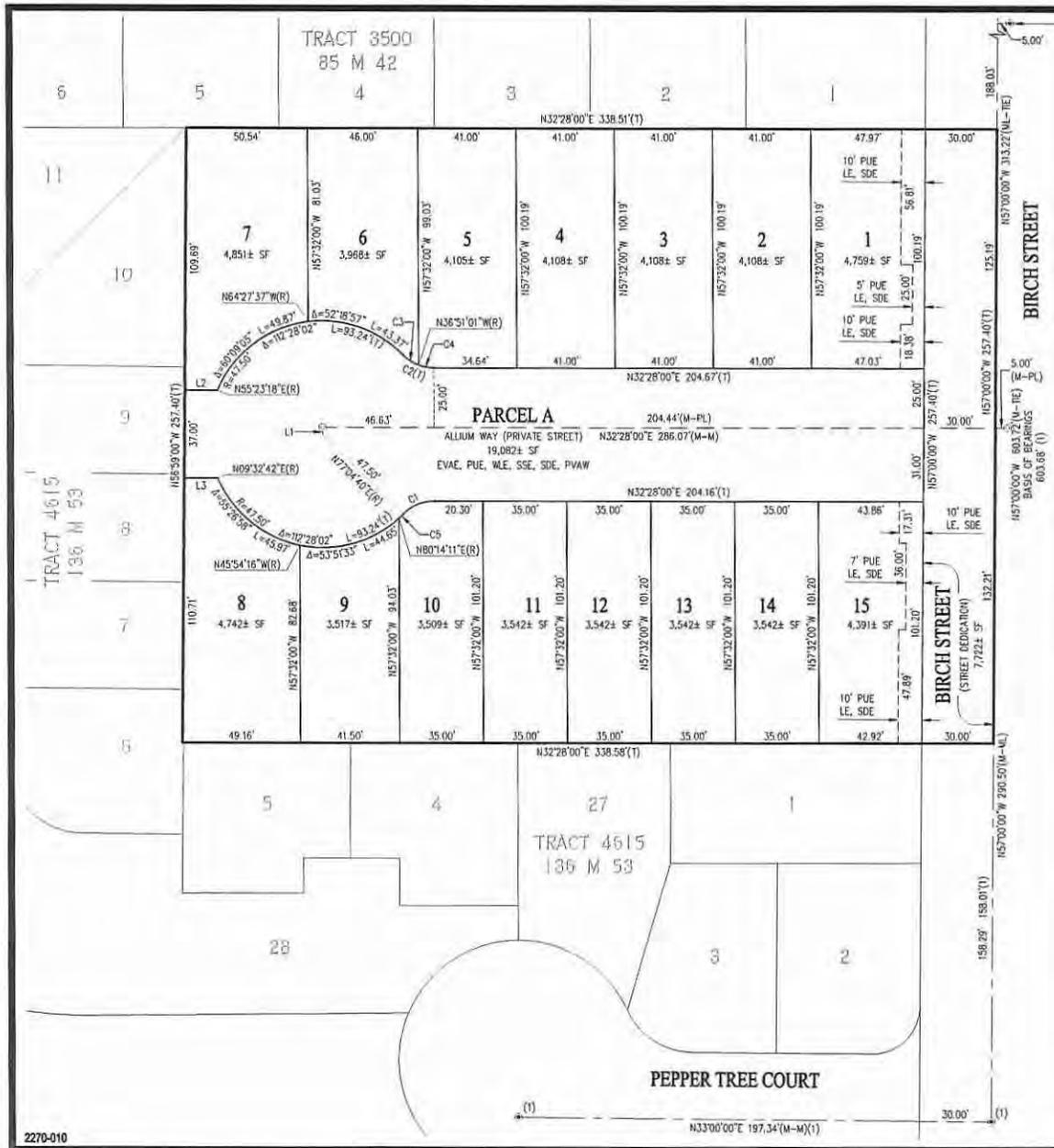
- [] AN APPROVED BOND HAS BEEN FILED WITH THE BOARD OF SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF \$ _____ CONDITIONED FOR THE PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE AND WAS DULY APPROVED BY SAID LOCAL BOARD IN SAID AMOUNT.
- [] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER—TAX COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER—TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20____.

ANKA CAMPBELL-BELTON
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY CLERK

TRACT 8165



FOUND MONUMENT AT INTERSECTION OF BELLFLOWER DRIVE (3)

TRACT 8165

CONSISTING OF 3 SHEETS
 BEING A PORTION OF SUBDIVISION 2, BLOCK 102, "MAP SHOWING THE SUBDIVISION OF A PART OF THE FARM LANDS", FILED IN MAP BOOK 26, PAGE 37, ALAMEDA COUNTY RECORDS, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

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

SCALE: 1" = 30' JULY 2015



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF BIRCH STREET SHOWN HEREON. THE BEARING BEING N57°00'00"W PER TRACT NO. 4615 (136 MAPS 53).

LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- MONUMENT LINE
- THE LINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-ML) MONUMENT TO MONUMENT LINE
- (M-PL) MONUMENT TO PROPERTY LINE
- ⊙ FOUND STANDARD STREET MONUMENT, AS NOTED
- ⊙ SET STANDARD STREET MONUMENT, STAMPED LS 7980
- EVAE EMERGENCY VEHICLE ACCESS EASEMENT
- LE LANDSCAPE EASEMENT
- SDE STORM DRAIN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- PVAW PRIVATE VEHICLE ACCESS WAY
- SNF SEARCHED FOR NOT FOUND
- SSE SANITARY SEWER EASEMENT
- WLE WATER LINE EASEMENT

LINE TABLE		
NO	BEARING	LENGTH
L1	N57°32'00"W	3.00'
L2	N32°28'00"E	13.57'
L3	N32°28'00"E	13.93'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	18.00'	45°23'20"	14.26'
C2	18.00'	45°23'20"	14.26'
C3	18.00'	24°42'21"	7.76'
C4	18.00'	20°40'59"	6.50'
C5	47.50'	3°08'31"	2.62'

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 4615 (136 M 53)
- (2) TRACT 3500 (85 M 42)
- (3) TRACT 2512 (48 M 76)

TRACT 8165

**CITY OF NEWARK
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8165**

This Subdivision Improvement Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF NEWARK, a municipal corporation (hereinafter "City"), and CONTINENTAL RESIDENTIAL, INC., a California corporation (hereinafter "Developer"). City and Developer may be collectively referred to herein as the "parties."

RECITALS

- A.** In accordance with the Subdivision Map Act (California Government Code Sections 66410, *et seq.*), and the Subdivision Ordinance (Newark Municipal Code, Title 16, Chapters 16.04, 16.08, 16.12, 16.16, 16.20, and 16.32), and the Street Ordinance (Newark Municipal Code, Title 12, Chapters 12.04 and 12.08), the Developer has submitted to the City a Final Map (hereinafter "Final Map") for the Project known as Tract 8165 at 38517 Birch Street, Newark (hereinafter "Project").
- B.** The Project is geographically located within the boundaries of the Vesting Tentative Tract Map known as "Vesting Tentative Map 8165". The Vesting Tentative Map is on file with the City Engineer, and is incorporated herein by reference.
- C.** The City's approval of the Vesting Tentative Map was subject to specified conditions of approval (hereinafter "Conditions"). The Conditions are on file with the City Engineer, and are incorporated herein by reference.
- D.** Improvement Plans and Specifications have been prepared on behalf of the Developer, and approved by the City Engineer, which describe the improvements which are required to be constructed by the Developer. The term "Plans and Specifications" shall include the entire improvement plans titled Tract 8165 Equinox - Birch Street Improvement Plans," approved by the City Engineer of the City of Newark. The Plans and Specifications are on file with the City Engineer, and are incorporated herein by reference.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. SCOPE OF WORK.** The Developer shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions (hereinafter "Work"), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8165**

provided, at the Developer's sole cost and expense. No change shall be made to the Scope of Work unless authorized in writing by the City Engineer.

2. **PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** The Developer shall, at the Developer's expense, obtain and maintain all necessary permits and licenses for the performance of the Work. The Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.
3. **DEVELOPER'S AUTHORIZED REPRESENTATIVE.** At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent (hereinafter "Authorized Representative") on site with authority to act on behalf of the Developer. The Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. The Developer shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work.
4. **IMPROVEMENT SECURITY.** The Developer shall furnish faithful performance and labor and material security concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work. The Developer shall furnish warranty security prior to the City's acceptance of the Work. The form of the security shall be as authorized by the Subdivision Map Act (including Government Code Sections 66499, *et seq.*) and the Newark Municipal Code, and as set forth below:
 5. **4(a). Faithful Performance.** Security in the amount of \$625,000 to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.
 - 4(b). Labor and Material.** Security in the amount of \$313,000 to secure payment by the Developer to laborers and materialmen pursuant to Government Code Sections 66499.2, 66499.3, and 66499.4.
 - 4(c). Warranty.** Security in the amount of \$63,000 to secure faithful performance of this Agreement (from the date on which the City accepts the Work as complete until one year thereafter) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.
5. **BUSINESS LICENSE.** The Developer shall apply for and pay the business license fees, in accordance with Newark Municipal Code Title 5, Chapter 5.04.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8165**

6. INSURANCE. Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer (including its agents, representatives, contractors, subcontractors, and employees) in connection with the performance of services under this Agreement. This Agreement identifies the minimum insurance levels with which Developer shall comply; however, the minimum insurance levels shall not relieve Developer of any other performance responsibilities under this Agreement (including the indemnity requirements), and Developer may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any services, the Developer shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Developer shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.

6(a). Minimum Insurance Levels. Developer shall maintain insurance at the following minimum levels:

6(a)(1). Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) coverage in an amount not less than \$5,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

6(a)(2). Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for “any auto”) coverage in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

6(a)(3). Workers’ Compensation coverage as required by the State of California.

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

6(c). Endorsements. The insurance policies shall be endorsed as follows:

6(c)(1). For the commercial general liability insurance, the City (including its elected officials, employees, volunteers, and agents) shall be named as additional insured, and the policy shall be

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8165**

endorsed with a form at least as broad as ISO form CG 20 10 11 85.

6(c)(2). Developer's insurance is primary to any other insurance available to the City with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be excess of the Developer's insurance and shall not contribute with it.

6(c)(3). Developer's insurance will not be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the City. During the term of this Agreement, Consultant will not materially alter any of the policies or reduce any of the levels of coverage afforded by its insurance policies.

6(c)(4). Maintenance of proper insurance coverage in conformity with this Section 6 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

6(d). Qualifications of Insurers. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M Best's rating of not less than "A:VII."

7. REPORTING DAMAGES. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Developer shall immediately notify the City Engineer's office by telephone at 510-578-4290, and Developer shall promptly submit to the City Engineer and the Risk Manager, a written report (in a form acceptable to the City) with the following information: (a) a detailed description of the damage (including the name and address of the injured or deceased person(s), and a description of the damaged property), (b) name and address of witnesses, and (c) name and address of any potential insurance companies.

8. INDEMNIFICATION. To the fullest extent permitted by law, Developer shall indemnify, hold harmless, and defend the City (including its elected officials, officers, volunteers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from performance, or failure to perform, under this Agreement (with the exception of the sole negligence or willful misconduct of the City).

9. TIME OF PERFORMANCE. Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8165**

adhered to unless otherwise modified in writing in accordance with this Agreement. The Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

9(a). Commencement of Work. No later than fifteen (15) days prior to the commencement of Work, the Developer shall provide written notice to the City Engineer of the date on which the Developer shall commence Work. The Developer shall not commence Work until after the notice required by this section is properly provided, and the Developer shall not commence Work prior to the date specified in the written notice.

9(b). Schedule of Work. Concurrently with the written notice of commencement of Work, the Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect the Developer's prosecution of the Work.

9(c). Completion of Work. The Developer shall complete all Work by no later than three hundred sixty-five (365) days after the City's execution of this Agreement, unless otherwise agreed to in writing by the City Engineer.

10. INSPECTION BY THE CITY. In order to permit the City to inspect the Work, the Developer shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation. The Developer shall provide third party compaction testing in accordance with City standards for all applicable public and private improvements. Testing results are subject to review and approval by City.

11. DEFAULT. If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8165**

- 11(a).** The Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:
- 11(a)(1).** The Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.
 - 11(a)(2).** The Developer abandons the Project site.
 - 11(a)(3).** The Developer fails to perform one or more requirements of this Agreement.
 - 11(a)(4).** The Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.
 - 11(a)(5).** The Developer violates any legal requirement related to the Work.

- 11(b).** In the event that the Developer fails to cure the default, the City may, in the discretion of the City Engineer, take any or all of the following actions:

- 11(b)(1).** Cure the default and charge the Developer for the costs therefor, including administrative costs and interest in an amount equal to seven percent (7 %) per annum from the date of default.
- 11(b)(2).** Demand the Developer to complete performance of the Work.
- 11(b)(3).** Demand the Developer's surety (if any) to complete performance of the Work.

- 12. ACCEPTANCE OF WORK.** Prior to acceptance of the Work by the City Engineer, the Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. The Developer's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Engineer has accepted the Work as complete.

- 13. WARRANTY PERIOD.** The Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City. In the event that (during the one year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Developer under this Agreement, the Developer shall be in default.

- 14. RELATIONSHIP BETWEEN THE PARTIES.** Developer is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, contractors, or subcontractors, including

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8165**

any negligent acts or omissions. Developer is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

- 15. CONFLICTS OF INTEREST PROHIBITED.** Developer (including its employees, agents, contractors, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Developer maintains or acquires a conflicting interest, any contract with the City (including this Agreement) involving Developer's conflicting interest may be terminated by the City.
- 16. NONDISCRIMINATION.** Developer shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Developer shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex.
- 17. NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

City's Authorized Representative Developer's Authorized Representative

City of Newark
Attn: City Engineer
37101 Newark Boulevard
Newark, CA 94560

Continental Residential, Inc.
Attn: Julie A. Nebozuk
5050 Hopyard Road, Suite 180
Pleasanton, CA 94588

- 18. HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
- 19. SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8165**

jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

20. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.
21. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
22. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
23. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
24. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
25. **CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
26. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Work described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8165**

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

28. SITE OWNERSHIP CONTINGENCY. Prior to the commencement of any portion of the Work on an individual lot or parcel within the exterior boundary of the Final Map, Developer shall obtain ownership of said lot or parcel and provide City with each associated Grant Deed, or Developer shall provide written evidence of approval of the Work from the record property owner.

IN WITNESS WHEREOF, the City and Developer do hereby agree to the full performance of the terms set forth herein.

CONTINENTAL RESIDENTIAL, INC.
a California corporation

CITY OF NEWARK,
a municipal corporation

By: _____

By: _____
Alan L. Nagy, Mayor

Name: _____

ATTEST:

Title: _____

Sheila Harrington, City Clerk

APPROVED AS TO FORM:

David J. Benoun, City Attorney

F.5 Amendment of the 2014-2016 Biennial Budget and Capital Improvement Plan for Fiscal Year 2015-2016 Capital Budget Rollover – from Administrative Services Director Woodstock. (RESOLUTION)

Background/Discussion – During the annual review of capital projects for Fiscal Year 2015-2016, a need has been identified to amend the 2014-2016 Biennial Budget and Capital Improvement Plan. The Fiscal Year 2014-2015 appropriations have lapsed at year-end and projects that are ongoing or works in progress need to be re-appropriated for the Fiscal Year 2015-2016.

The capital budget amendments include rolling over \$9,317,030 of previously approved capital projects appropriations, including streets and roadway projects, and street trees and landscape maintenance projects. This amount is projected based on the estimated costs to complete the approved projects.

Exhibit A outlines all capital projects that require rollover of appropriations from Fiscal Year 2014-2015 to Fiscal Year 2015-2016.

Attachment

Action - It is recommended that the City Council, by resolution, amend the 2014-2016 Biennial Budget and Capital Improvement Plan for Fiscal Year 2015-2016 Capital Budget Rollover.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AMENDING THE 2014-2016 BIENNIAL BUDGET
AND CAPITAL IMPROVEMENT PLAN OF THE CITY OF
NEWARK FOR FISCAL YEAR 2015-2016 CAPITAL BUDGET
ROLLOVER

BE IT RESOLVED by the City Council of the City of Newark that the certain document entitled "2014-2016 Biennial Budget and Capital Improvement Plan of the City of Newark" for Fiscal Year 2015-2016 was adopted by Resolution No. 10,235 on June 12, 2014, and is hereby amended for capital budget rollover as set forth in Exhibit A attached.

**City of Newark
Capital Projects Budget Rollover
Fiscal Year 2015-16**

Exhibit A

Fund	Fund/Project Description	Project	FY15/16 Capital Rollovers
Park Construction (104-5400-5280)			
104	2009 Citywide Parks Irrigation System Upgrade/Modification	900	40,000
	2010 Citywide Parks Furniture Installation/Replacement	926	5,500
	2010 Citywide Parks Turf Renovation	928	900
	Citywide Parks Irrigation System Upgrade/Modification	1024	29,600
Street Construction (XXX-5000-5280)			
202	Gas Tax Project Administration	---	22,500
	Cast Iron Storm Water Grate Replacement Program	890	15,000
203	Lindsay Tract Storm Drainage Study	766	66,300
	2012 Traffic Calming Measure	996	2,100
	Tree Maintenance Service	1009C	40,800
204	Pedestrian and Bicycle Master Plan	953	20,800
	2015 Street Asphalt Overlay	1093	300,000
	2015 Curb, Gutter, and Sidewalk Replacement	1095	43,000
206	Citywide Traffic Signs	931	210
	2012 Thermoplastic Street Striping	995	21,900
	Tree Maintenance Services	1009B	7,300
	2013 Thermoplastic Street Striping	1036	14,400
	2014 Traffic Calming Measures	1060	14,900
	2014 Traffic Signal - LED Lamp and Accessory Replacement	1061	25,000
	Enterprise Drive Pavement Rehabilitation	1066	150,300
	2014 Thermoplastic Street Striping	1082	25,000
	2015 Traffic Signal - LED Lamp and Accessory Replacement	1083	25,000
207	Central Avenue Overpass	600	630,000
	Geese Deterrent Landscaping at Lakeshore Park	1027	40,000
208	Citywide Geographic Information System (GIS)	456	22,700
209	Citywide Handicap Ramps	1072	33,000
210	2011 Traffic Signals - LED Lamp and Accessory Replacement	975	8,000
	2012 Traffic Signals - LED Lamp and Accessory Replacement	997	18,100
	2013 Traffic Signals - LED Lamp and Accessory Replacement	1037	25,000
211	Enterprise Drive Pavement Rehabilitation	1066	155,720
	2015 Street Asphalt Overlay	1093	348,700
212	Newark Pedestrian and Bicycle Master Plan	953	10,000
	Citywide Handicap Ramps	1072	27,000
	2015 Curb, Gutter, and Sidewalk Replacement	1095	110,000
214	Enterprise Drive Pavement Rehabilitation	1066	454,000
216	2015 Street Asphalt Overlay	1093	300,000
	2015 Curb, Gutter, and Sidewalk Replacement	1095	158,000
217	Central Avenue Overpass Project Development Phase I	1014	2,753,600
218	2015 Asphalt Concrete Overlay Program	1093	151,000
	2015 Curb, Gutter, and Sidewalk Replacement	1095	43,000
219	2015 Curb, Gutter, and Sidewalk Replacement	1095	24,000

City of Newark
Capital Projects Budget Rollover
Fiscal Year 2015-16

Exhibit A

Fund	Fund/Project Description	Project	FY15/16 Capital Rollovers
	Capital Improvements (XXX-5600-5280)		
022	Bronze Statue Replacement at Silliman Recreation Center	1120	11,300
033	CAB Recycling Enclosure	1085	15,000
037	Building Inspection Permit Software	1043	71,300
401	Engineering Vehicles	---	30,000
	Thornton Avenue Widening	662	405,000
	Disaster Recovery Infrastructure	747	100,000
	Lakeshore Park Seawall Removal and Replacement - Phase 1	755	71,400
	Public Works Approach Databases Conversion	759	1,900
	Surplus Property Disposal - Old Fire Station No. 1	845	16,800
	Old Town Thornton Avenue Street Light Replacement	868	180,000
	Document Conversion	884	41,000
	2009 Park Pathway Repair and Resealing	910	7,500
	2010 Citywide Parking Lot Repair and Resealing	925	9,200
	Citywide Storm Water Treatment Improvements	930	37,300
	Crystal Springs Storm Drain Pump Repairs	933	25,000
	Lakeshore Park Lake Dredging Needs Scoping Analysis	935	25,000
	2010 Park Pathway Repair and Resealing	937	30,000
	2011 Citywide Building Painting	957	200
	2011 Citywide Building Roof Repairs	958	4,800
	2011 Citywide Parking Lot Repair and Resealing	961	50,000
	2011 Citywide Parks Irrigation System Upgrade/Modification	963	26,900
	2011 Park Pathway Repair and Resealing	969	28,600
	2012 Citywide Building Painting	982	900
	2012 Citywide Building Roof Repairs	983	20,000
	2012 Citywide Parking Lot Repair and Resealing	986	50,000
	Citywide Parks Furniture Installation Replacement	987	13,100
	2012 Citywide Parks Irrigation System Upgrade/Modification	988	16,000
	Zoning Code Update	998	250,000
	Lakeshore Park Seawall Design Consultant	1006	11,600
	Park Tree Pruning (Ongoing)	1013	3,000
	City Administration Building Lobby Repairs	1015	95,100
	City Administration Building Roof Beam Repairs	1016	60,000
	2013 Citywide Building Floor Covering Replacement	1018	2,300
	2013 Citywide Building Painting	1019	10,000
	2013 Citywide Building Roof Repairs	1020	20,000
	2013 Citywide Building Upgrades	1021	18,900
	2013 Citywide Parking Lot Repair and Resealing	1023	50,000
	2013 Citywide Parks Irrigation System Upgrade/Modification	1024	20,400
	2013 Park Pathway Repair and Resealing	1030	30,000
	Underground Electrical Wiring Security Devices	1038	28,000
	Citywide Building Floor Covering Replacement	1044	400
	Citywide Building Painting	1045	10,000
	Citywide Building Roof Repairs	1046	20,000
	Citywide Building Upgrades	1047	50,000
	Citywide Parking Lot Accessibility Upgrades	1049	10,200
	Citywide Parking Lot Repair and Resealing	1050	50,000
	Citywide Parks Furniture Installation/Replacements	1051	1,700
	Citywide Parks Irrigation System Upgrade/Modification	1052	50,000
	Citywide Parks/City Facilities	1053	600
	Citywide Workstation Replacements	1054	2,000
	Park Renovation	1056	1,800
	Park Tree Pruning	1057	4,300
	Service Center Clean Water Requirements	1058	95,000
	Citywide Building Floor Covering	1068	17,400

City of Newark
Capital Projects Budget Rollover
Fiscal Year 2015-16

Exhibit A

Fund	Fund/Project Description	Project	FY15/16 Capital Rollovers
	Citywide Building Painting	1069	15,000
	Citywide Building Roof Repairs	1070	20,000
	Citywide Building Upgrades	1071	50,000
	Citywide Parking Lot Repair and Resealing	1073	50,000
	Citywide Parks/City Facilities Fence Repairs	1074	5,000
	Citywide Parks Irrigation System Upgrade/Modification	1075	50,000
	Citywide Workstation Replacements	1078	6,400
	Park Pathways Repairs and Resealing	1079	30,000
	Park Renovation	1080	15,000
	Park Tree Pruning	1081	6,200
	Finance System Replacement Parts 1 & 2	1086	200,000
	Irrigation Main Line Partial Replacement at Community Park	1088	198,000
	Silliman Aquatic Center Lazy River Pool Replastering	1089	100,000
	Transition to Paperless Documents	1090	8,200
	Police Department Flooring and Painting Repairs	1121	20,000
	Trash Capture Devices	1122	160,000
		TOTAL	\$ 9,317,030

I.1 Designation of a voting delegate and alternate(s) for the Annual Business Meeting of the League of California Cities' Annual Conference – from City Clerk Harrington. (MOTION)

Background/Discussion – The League of California Cities' Annual Conference will be held from Wednesday, September 30 through Friday, October 2, 2015. The conference will be held at the San Jose Convention Center. The Annual Business Meeting will be held on October 2 beginning at noon. At this meeting the League membership considers and takes action on resolutions that establish League policy. The League has requested that the City Council designate a voting delegate and up to two alternates for the Annual Business Meeting. If none of the City Council Members are planning on attending the conference, then no action is necessary.

Attachment

Action - It is recommended that the City Council, by motion, designate a voting delegate and up to two alternates for the Annual Business Meeting of the League of California Cities' Annual Conference.



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2015

RECEIVED
JUN 08 2015
CITY CLERK

May 29, 2015

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 30 – October 2, San Jose**

The League's 2015 Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 18, 2015. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

-over-

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the San Jose Convention Center, will be open at the following times: Wednesday, September 30, 8:00 a.m. – 6:00 p.m.; Thursday, October 1, 7:00 a.m. – 4:00 p.m.; and Friday, October 2, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 18. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- 2015 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures 2015 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2015 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, September 18, 2015. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 18, 2015

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247

L. Appropriations



City of Newark

MEMO

DATE: July 10, 2015

TO: City Council

FROM: Sheila Harrington, City Clerk *S.H.*

SUBJECT: Approval of Audited Demands for the City Council Meeting of July 23, 2015.

REGISTER OF AUDITED DEMANDS

Bank of America General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
July 3, 2015	Pages 1-2	105163 to 105221	Inclusive
July 10, 2015	Pages 1-2	105222 to 105303	Inclusive



City of Newark

MEMO

DATE: July 10, 2015

TO: Sheila Harrington, City Clerk

FROM: Susie Woodstock, Administrative Services Director *SW.*

SUBJECT: Approval of Audited Demands for the City Council Meeting of July 23, 2015.

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

1
 Final Disbursement List. Check Date 07/03/15, Due Date 07/31/15, Discount Date 07/31/15. Computer Checks.
 Bank 1001 BANK OF AMERICA

MICR check#	Vendor Number	Payee	Check Date	Check Amount	Description
05163	10658	4LEAF INC	07/03/15	11,026.55	BLDG INSPECTION SERVICES
05164	332	ADAMSON POLICE PRODUCTS PROFESSIONAL POL	07/03/15	21.88	MISCELLANEOUS PURCHASES
05165	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	07/03/15	1,679.90	PAYROLL PREMIUMS
05166	287	ALAMEDA COUNTY SHERIFF'S OFFICE GREGORY	07/03/15	294.79	LATENT PRINTS
05167	14	ALPINE AWARDS	07/03/15	590.16	T-SHIRTS
05168	147	AT&T MOBILITY	07/03/15	1,978.71	CELL SVC FOR MDT'S
05169	134	BATTERY SYSTEMS	07/03/15	100.64	FY14-15 VEHICLE BATTERIES
05170	11045	BAXTERS FRAME WORKS AND BADGE FRAME	07/03/15	545.01	PD LOBBY SIGNAGE
05171	4534	BAY AREA BARRICADE SERVICE INC	07/03/15	4,350.17	REGULATORY SIGNS
05172	9680	BAY CENTRAL PRINTING	07/03/15	63.66	BUSINESS CARD IMPRINTING
05173	3778	BELSON OUTDOORS	07/03/15	2,832.38	BBQ GRILLS
05174	5691	BISHOP COMPANY	07/03/15	766.28	HAND TOOLS
05175	9888	BUREAU VERITAS NORTH AMERICA INC FILE 59	07/03/15	49,369.65	PLAN CHECK REVIEW, PC# 055-15
05176	1380	CHRISP COMPANY	07/03/15	531.94	RETENTION PAYMENT FOR PRJ 1036
05177	6304	CLASSIC GRAPHICS T & J LEWIS INC	07/03/15	1,128.10	14-15 YE VEHICLE REPAIR
05178	10060	COMCAST	07/03/15	167.84	CABLE
05179	10649	ZAYO GROUP	07/03/15	3,000.00	PERFORMANCE BOND RTN
05180	10649	CHAMPION TELECOM	07/03/15	1,000.00	PERFOMANCE BOND RTN
05181	10793	ELIZABETH MEJIA	07/03/15	150.00	CLASS CXLD
05182	10793	HITENDRA GUPTA	07/03/15	170.00	CLASS CXLD
05183	7631	DELTA DENTAL	07/03/15	6,770.26	PAYROLL PREMIUMS
05184	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	07/03/15	478.56	PAYROLL PREMIUMS
05185	10575	ALHAMBRA	07/03/15	77.19	WATER SERVICE FOR SUMMER DAY CARE JUNE 2
05186	10725	RENNY LAWSON	07/03/15	643.27	EE COMPUTER LOAN PROGRAM
05187	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	07/03/15	615.58	PAYROLL PREMIUMS
05188	1733	FIRST BAPTIST CHURCH	07/03/15	80.00	PAYROLL CONTRIBUTION
05189	5106	CITY OF FREMONT FINANCIAL SERVICES OFFIC	07/03/15	14,686.80	SACGISA INVOICE #28
05190	2215	FREMONT WHEEL & BRAKE	07/03/15	80.00	WHEEL ALIGNMENT
05191	1457	HOME DEPOT CREDIT SERVICES DEPT 32-25409	07/03/15	772.03	MISC. MAINT. SUPPLIES
05192	7964	KNORR SYSTEMS INC	07/03/15	72.20	CHEMICAL PURCHASES
05193	7189	LINCOLN EQUIPMENT INC	07/03/15	5,204.69	CHEMICALS
05194	80	LYNN PEAVEY COMPANY	07/03/15	279.47	UB COVERALLS FOR EBOLA EXPOSURE
05195	8218	JOLIE MACIAS	07/03/15	243.80	TRAINING TRAVEL EXP
05196	3518	MAD SCIENCE OF THE BAY AREA ATTN SUSAN F	07/03/15	2,053.80	RECREATION CONTRACT
05197	11205	MARINA ZEPEDA TRI COUNTY BLDG MAINT	07/03/15	4,343.00	FY14-15 JANITORIAL SERVICES
05198	7618	METLIFE SBC	07/03/15	2,037.59	PAYROLL PREMIUMS
05199	6	KAREN MORALDA	07/03/15	700.00	SUMMER DAY CARE/ASH ST EXPENSE ADVANCE
05200	1738	NEWARK BETTERMENT CORPORATION	07/03/15	371.88	PAYROLL CONTRIBUTION
05201	11089	NEWARK AUTO SERVICE	07/03/15	141.27	FY14-15 YE SMOG CHECKS
05202	172	ORIENTAL TRADING COMPANY, INC	07/03/15	9.50	SUPPLIES FOR PRESCHOOL
05203	349	PACIFIC GAS & ELECTRIC	07/03/15	19,080.98	YEAR-END FY14-15 STREET LIGHTS/TRAFFIC LI
05204	2460	PERS LONG-TERM CARE PROGRAM	07/03/15	67.54	PAYROLL PREMIUMS
05205	10729	PETTY CASH CUSTODIAN-SERVICE CENTER ROYA	07/03/15	359.13	PETTY CASH REPLENISHMENT
05206	107	RALEY'S SUPERSTORES IN STORE CHARGE-ACCT	07/03/15	912.97	PROGRAM SUPPLIES
05207	11234	RAY MORGAN COMPANY	07/03/15	2,827.52	COPIER RENTAL AGREEMENT RESO#10263
05208	750	DARRYL REINA	07/03/15	2,912.50	RECREATION CONTRACT
05209	7885	RENNE SLOAN HOLTZMAN SAKAI LLP	07/03/15	7,040.29	ADMINISTRATIVE INVESTIGATION SERVICES
05210	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	07/03/15	170.00	SPAM AND VIRUS FILTER SERVICE
05211	5206	SALVADOR SANDOVAL	07/03/15	2,109.93	FBI HOSTAGE TRNG EXPENSES
05212	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	07/03/15	150.00	PAYROLL WITHHOLDING
05213	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	07/03/15	135.00	PAYROLL WITHHOLDING

MICR check#	Vendor Number	Payee	Check Date	Check Amount	Description
05214	3846	SUN BADGE COMPANY	07/03/15	479.34	DEPT AWARDS
05215	11142	SUN RIDGE SYSTEMS INC	07/03/15	54,007.00	CAD MAINT AGREEMENT
05216	1765	TEMPERATURE TECHNOLOGY INC	07/03/15	1,542.85	FY14-15 YE HVAC REPAIR
05217	88	UNITED ROTARY BRUSH CORP	07/03/15	4,214.01	FY14-15 STORM DRAIN CLEAN/EQUIP REPAIRS
05218	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	07/03/15	388.98	PAYROLL PREMIUMS EO246926
05219	853	VALLEY OIL COMPANY DEPT# 35101	07/03/15	20,262.13	FY14-15 YE FUEL PURCHASE
05220	7011	VALLEY YELLOW PAGES DEPT 33302	07/03/15	2,230.80	ANNUAL DIRECTORY AD FOR USED OIL GRANT P
05221	5623	AMERICAN MESSAGING	07/03/15	23.12	PAGER SVC
Total				238,342.64	

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 Annual Disbursement List. Check Date 07/10/15, Due Date 07/31/15, Discount Date 07/31/15. Computer Checks.
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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
05222	803	ACCOPSA C/O DAISY ROA ALAMEDA COUNTY SHE	07/10/15	500.00	ALCO POLICE & SHERIFF'S ASSOC DUES
05223	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	07/10/15	8,603.71	FIRE ENGINE SERVICE
05224	284	TREASURER OF ALAMEDA COUNTY INFORMATION	07/10/15	62.50	RADIO REPAIR/MAIN
05225	5821	ALL CITY MANAGEMENT SERVICES, INC	07/10/15	1,388.52	CROSSING GUARD SVCS
05226	14	ALPINE AWARDS	07/10/15	1,852.67	T-SHIRTS
05227	11300	AMERICAN TRAINCO	07/10/15	990.00	TRAINING FOR JOSE
05228	9369	ASCAP	07/10/15	337.50	LICENSE FEE
05229	348	AT&T	07/10/15	94.55	ANNUAL TELECOM FY2015-16
05230	1085	AT&T	07/10/15	38.75	LONG DISTANCE FY2014-15
05231	8256	ADITYA T BABU	07/10/15	1,405.00	RECREATION CONTRACT Reinstated from clai
05232	11028	TRICIA BARTLETT	07/10/15	498.50	RECREATION CONTRACT
05233	381	BAY AREA NEWS GROUP EAST BAY	07/10/15	650.30	PH NOTICES FY 2014-15
05234	3681	MATT BREEN	07/10/15	669.05	EQUIPMENT EXPENSES
05235	214	CENTRAL VETERINARY HOSPITAL	07/10/15	694.13	VET SVCS
05236	6304	CLASSIC GRAPHICS T & J LEWIS INC	07/10/15	939.77	14-15 YE VEHICLE REPAIR
05237	10747	COLLECTION BUREAU OF AMERICA	07/10/15	87.50	COLLECTION COMMISSIONS
05238	10060	COMCAST	07/10/15	13.90	CABLE FOR SERVICE CENTER
05239	1109	CAPITAL ONE COMMERCIAL	07/10/15	2,029.66	PROGRAM SUPPLIES
05240	10649	JOSEPH SAMY	07/10/15	2,022.40	PARTIAL PERMIT FEE RTN
05241	10649	ZAYO GROUP	07/10/15	1,000.00	PERFORMANCE BOND RTN
05242	10649	AJ BONO PLUMBING	07/10/15	1,000.00	PERFORMANCE BOND RTN
05243	10649	CARLOS AVITIA	07/10/15	1,000.00	PERFORMANCE BOND RTN
05244	10649	SUBTRONIC CORPORATION	07/10/15	1,000.00	PERFORMANCE BOND RTN
05245	10793	MARYAM AHMADI	07/10/15	100.00	RENTAL DEPOSIT RTN
05246	10793	JASON MILLER	07/10/15	74.00	COURSE WITHDRAWAL
05247	10793	TIARA MITCHELL	07/10/15	100.00	BDAY DEPOSIT RTN
05248	10793	VIVIAN TRAN	07/10/15	100.00	BDAY DEPOSIT RTN
05249	10794	DUKE DE LEON	07/10/15	270.00	VIDEO SERVICES
05250	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	07/10/15	288.00	FINGERPRINTING FEE ANNUAL PURCHASE ORDER
05251	11081	DIVISION OF STATE ARCHITECT ATTN: SB 118	07/10/15	113.82	CA STATE CASP FEES
05252	10642	FASTENAL COMPANY	07/10/15	37.15	FY14-15 HARDWARE & FASTENERS
05253	522	FEDEX	07/10/15	36.81	PRIORITY OVERNIGHT
05254	1120	FORENSIC ANALYTICAL SCIENCES, INC	07/10/15	116.00	LAB TESTS
05255	9338	POSTER CITY, CITY OF JOHN CASTANHA	07/10/15	2,000.00	YEAR END TO COVER CALOPPS ANNUAL FEE
05256	5106	CITY OF FREMONT FINANCIAL SERVICES OFFIC	07/10/15	16,836.29	SHELTER LEASE FY 15/16
05257	5767	FREMONT PARK GOLF COURSE	07/10/15	653.90	RECREATION CONTRACT
05258	4441	FREMONT UNIFIED SCHOOL DISTRICT TRANSPOR	07/10/15	540.00	SDC BUS TRANSPORT JULY/AUG 2015
05259	313	FREMONT URGENT CARE CENTER	07/10/15	106.00	PRE-EMPLOYMENT AND DOT PHYSICAL SERVICES
05260	3638	MARK GOTHARD	07/10/15	2,899.65	RECREATION CONTRACT
05261	10707	GYM DOCTORS	07/10/15	150.00	FITNESS EQUIPMENT MTC
05262	11219	APRIL HARRIS	07/10/15	103.50	RECREATION CONTRACT
05263	11293	HOTSY PACIFIC	07/10/15	5,500.00	PRESSURE WASHER Reinstated from claim# 1
05264	11123	I PIZZA	07/10/15	1,197.60	PIZZAS
05265	187	INDUSTRIAL SAFETY SUPPLY	07/10/15	436.82	SAFETY VEST
05266	6009	JT2 INTEGRATED RESOURCES CORPORATE ACCOU	07/10/15	3,435.61	ANNUAL PO FOR WORKER'S COMP ADMINISTRATI
05267	11301	MYVAN KHUV-SEEMAN	07/10/15	1,480.94	CRW TRAINING EXPENSES
05268	1469	KING KOVERS OF FREMONT	07/10/15	2,898.80	REUPHOLSTERY
05269	2313	LINDSAY WILDLIFE MUSEUM	07/10/15	525.00	SPECIAL EVENT: SUMMER DAY CARE & CHILD C
05270	9117	RICHARD LOPEZ	07/10/15	250.00	COURSE DEPOSIT
05271	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	07/10/15	451.35	CITY EMPLOYEE ASSISTANCE PROGRAM
05272	11134	RATTANA MANALO	07/10/15	703.50	RECREATION CONTRACT

Annual Disbursement List. Check Date 07/10/15, Due Date 07/31/15, Discount Date 07/31/15. Computer Checks.
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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
05273	11205	MARINA ZEPEDA TRI COUNTY BLDG MAINT	07/10/15	23,023.21	FY14-15 JANITORIAL SERVICES
05274	615	NATIONAL RECREATION & PARK ASSOC NRPA ME	07/10/15	165.00	MEMBERSHIP
05275	324	NEWARK CHAMBER OF COMMERCE	07/10/15	420.00	CELEBRATING BUSINESS CHAMBER LUNCHEON, J
05276	325	NEWARK UNIFIED SCHOOL DISTRICT BUSINESS	07/10/15	2,354.80	THEATER RENTAL
05277	11299	MATTHEW J OREBIC	07/10/15	672.00	LEGAL CONSULTING
05278	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	07/10/15	330.00	PEST MANAGEMENT
05279	10729	PETTY CASH CUSTODIAN-HUMAN RESOURCES CHR	07/10/15	226.15	DEPARTMENT EXPENSES
05280	103	PLANTRONICS INC BANK OF AMERICA ILLINOIS	07/10/15	58.04	HEADSET MAINT
05281	1772	POWER MAINTENANCE CORPORATION	07/10/15	1,800.00	DISPATCH UPS SYSTEM
05282	8813	PROFORCE LAW ENFORCEMENT	07/10/15	1,460.09	UB TASERSUIT; ABAG GRANT REIMB
05283	4176	MICHAEL QUEBEC	07/10/15	1,084.50	RECREATION CONTRACT
05284	11203	R.F. MACDONALD	07/10/15	1,524.60	FY 14-15 YE BOILER REPAIRS/SERVICE
05285	654	SFPUC-WATER DEPARTMENT CUSTOMER SERVICE	07/10/15	2,947.13	FY14-15 HET HETCHY RENT
05286	10822	DINAH SHAH	07/10/15	576.00	RECREATION CONTRACT
05287	377	SIMON & COMPANY INC	07/10/15	2,183.38	LEGISLATIVE SERVICES
05288	11297	SOFT RESOURCES LLC	07/10/15	2,475.00	FINANCE SOFTWARE EVALUATION
05289	40	STAPLES ADVANTAGE DEPT LA	07/10/15	2,324.03	OFFICE SUPPLIES
05290	679	TARGET SPECIALTY PRODUCTS	07/10/15	148.38	MISC.PARTS
05291	335	TELECOMMUNICATIONS ENGINEERING & ASSOC T	07/10/15	3,720.00	SECURITY SERVICES FIREWALL CONFIGURATION
05292	146	THYSSENKRUPP ELEVATOR CORPORATION	07/10/15	3,434.58	ELEVATOR MAINTNEANCE - CITY HALL
05293	5246	TURF STAR INC	07/10/15	776.61	MISC VEHICLE PARTS
05294	7517	U S FOODS INC SAN FRANCISCO	07/10/15	1,850.38	CAFE PURCHASES
05295	11278	UNITED SHIELD INTERNATIONAL LLC	07/10/15	2,800.13	RIOT HELMETS; APPROVAL #2015-18
05296	363	UNITED STATES POSTMASTER	07/10/15	2,500.00	DELIVERY OF CITY NEWSLETTER
05297	363	UNITED STATES POSTMASTER	07/10/15	3,200.00	POSTAGE FOR FALL 2015 ACTIVITIES GUIDE
05298	10968	UTILITY TELEPHONE	07/10/15	15,833.66	YEAR END TELECOM FY2014-15
05299	5623	VERIZON WIRELESS	07/10/15	703.82	CELLULAR SERVICE & EQUIPMENT FY2014-15
05300	7684	WARNACO SWIMWEAR GRP/AFK	07/10/15	202.10	GOOGLES AND SWIM CAPS
05301	142	WESTERN STATES OIL CO	07/10/15	781.36	OILS & LUBRICANTS
05302	340	WITMER-TYSON IMPORTS	07/10/15	1,054.05	K9 TRAINING/SUPPLIES
05303	738	WURTH USA INC	07/10/15	439.95	TOOL FOR EQUIP SHOP
Total				149,352.10	