

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, November 12, 2015

A. ROLL CALL

B. MINUTES

- B.1 Approval of Minutes of the regular City Council meeting of Thursday, October 22, 2015. (MOTION)

C. PRESENTATIONS AND PROCLAMATIONS

- C.1 Introduction of employees.

- C.2 Commending Newark Days Committee members. (COMMENDATION)

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORTS

(It is recommended that Items F.1 through F.4 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 Authorization for the City to accept the Office of Traffic Safety (OTS) "Avoid the 21" DUI enforcement campaign grant award, authorize the Police Chief to sign the Memorandum of Understanding, and amend the 2014-2016 Biennial Budget – from Police Chief Leal. (RESOLUTION)

- F.2 Adopting a Compensation Plan for Certain Positions in the Exempt Service Employee Group to amend the Hourly Wage Rate Schedule for

Part-Time, Seasonal, and Temporary (PST) Classifications; and Revoking Resolution No. 10,293 – from Human Resources Director Abe. (RESOLUTION)

F.3 Authorization for the purchase of three (3) new, replacement vehicles for the Police Department from Folsom Lake Ford and outfitting by Classic Graphics and Lehr – from Maintenance Supervisor Connolly. (RESOLUTION)

F.4 Approval of the final map for Tract 8208, a 281-unit residential subdivision entitled Continental Residential, Inc. (formally known as Prima Residential) at Cedar Boulevard and Cedar Court – from Assistant City Engineer Fajeau. (RESOLUTION)

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

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

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

Approval of Audited Demands for the City Council meeting of November 12, 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, November 12, 2015

CITY COUNCIL:

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

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:

- | | |
|--------------------------------------------|--------------------------------|
| 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, October 22, 2015

A. ROLL CALL

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

B. MINUTES

B.1 Approval of Minutes of the special and regular City Council meetings of Thursday, October 8, 2015.

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

C. PRESENTATIONS AND PROCLAMATIONS

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORTS

Council Member Freitas moved, Vice Mayor Collazo seconded, to approve Consent Calendar Item F. 1. The motion passed, 5 AYES.

CONSENT

F.1 Cancellation of the November 26 and December 24, 2015 City Council meetings. MOTION APPROVED

NONCONSENT

- F.2 Authorization to amend the 2014-2016 Biennial Budget to provide additional staffing in the Public Works Department to address increased work load demands; remodel the Development Services Area; and the relocation of the Chamber of Commerce. RESOLUTION NO. 10424**

City Manager Becker stated that Staffing levels in the Building and Engineering Divisions of the Public Works Department are insufficient to meet the growing demands of the community. He requested that the Council approve additional budget appropriations to hire a full-time Associate Civil Engineer, a full-time Building Inspector, and a part-time Senior Administrative Support Specialist. Additional funding was requested for contract Public Works inspections services, building inspection and plan checking, and civil engineering assistance.

City Manager Becker stated that staff has reviewed options for a redesign of the first floor Development Services area to accommodate the new positions and recommended the relocation of the Chamber of Commerce from City Hall to the Community Center. The estimated cost for the additional staffing, contract services, the reconfiguration/remodel of the Development Services area, and the relocation of the Chamber is \$584,000. Unallocated general fund balance would be used to pay for this.

In response to Vice Mayor Collazo, City Manager Becker stated that the Community Center halls would still be available for rentals.

Council Member Hannon moved, Vice Mayor Collazo seconded to, by resolution, amend the 2014-2016 Biennial Budget and Capital Improvement Plan for Fiscal Year 2015-2016 to provide for additional staffing and contract services in the Public Works Department, the remodel of the Development Services area, and the relocation of the Chamber Of Commerce. The motion passed, 5 AYES.

G. CITY ATTORNEY REPORTS**H. ECONOMIC DEVELOPMENT CORPORATION****I. CITY COUNCIL MATTERS**

Council Member Bucci shared Halloween events in Newark.

Vice Mayor Collazo stated that October is Breast Cancer and Prostate Awareness Month, she encouraged citizens to get tested.

Vice Mayor Collazo invited the public to attend Dia de Muertos (day of the dead) at Magnolia Plaza on Sunday.

Council Member Hannon reported that he and Vice Mayor Collazo attend the first meeting of the Liaison Committee with the Newark Unified School District. He stated that they will meet on a quarterly basis.

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 October 22, 2015. MOTION APPROVED

City Clerk Harrington read the Register of Audited Demands: Check numbers 105907 to 106037.

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

M. CLOSED SESSION

N. ADJOURNMENT

At 7:45 pm, Mayor Nagy adjourned the City Council meeting.

C.1 Introduction of employees.

Background/Discussion – Newly hired Public Works General Laborer Francisco Aguirre and recently promoted Senior Building Mechanic Jim Murray will be at the meeting to be introduced to the City Council.

C.2 Commending Newark Days Committee members.

(COMMENDATION)

Background/Discussion – Newark Days was held September 17-20, 2015, and celebrated the City’s 60th birthday. Members of the Newark Days Committee (Committee) volunteer their time and effort to ensure a successful event. Members of the Committee will accept a commendation at the City Council meeting.

F.1 Authorization for the City to accept the Office of Traffic Safety (OTS) “Avoid the 21” DUI enforcement campaign grant award, authorize the Police Chief to sign the Memorandum of Understanding, and amend the 2014-2016 Biennial Budget – from Police Chief Leal. (RESOLUTION)

Background/Discussion – Every year in communities throughout the state, irresponsible drinking and driving causes collisions, which result in significant injuries, as well as fatalities. Historically the “Avoid the 21” DUI enforcement campaign has been a joint effort of agencies within Alameda County whose goal is to crack down on drivers under the influence by conducting sobriety checkpoints during winter and spring mobilizations. Over the past seven years, the Newark Police Department has received grant funding from the Office of Traffic Safety (OTS) to support DUI enforcement campaigns. The Livermore Police Department facilitated this process for all allied agencies in Alameda County beginning in fiscal year 2008-2009 through 2012-2013 with the Hayward Police Department serving as the “pass through” agency since then. Grant funds were used to cover overtime costs associated with conducting a number of saturation patrols, DUI checkpoints, and warrant sweeps, in addition to participating in multi-agency task forces.

The Hayward Police Department will continue to facilitate this process for fiscal year 2015-2016. An award was granted and the Newark Police Department will receive funding in the amount of \$14,540 for saturation patrols, a DUI checkpoint, and a warrant sweep.

Attachment

Action - It is recommended that the City Council, by resolution, accept the Office of Traffic Safety (OTS) “Avoid the 21” DUI enforcement campaign grant award, authorize the Police Chief to sign the Memorandum of Understanding, and amend the 2014-2016 Biennial Budget.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE CITY TO ACCEPT THE OFFICE OF TRAFFIC SAFETY (OTS) "AVOID THE 21" DUI ENFORCEMENT CAMPAIGN GRANT AWARD, AUTHORIZE THE POLICE CHIEF TO SIGN THE MEMORANDUM OF UNDERSTANDING, AND AMEND THE 2014-2016 BIENNIAL BUDGET

WHEREAS, every year in communities throughout the state, irresponsible drinking and driving causes collisions, which result in significant injuries, as well as fatalities; and

WHEREAS, historically the "Avoid the 21" DUI enforcement campaign has been a joint effort of agencies within Alameda County whose goal is to crack down on drivers under the influence by conducting sobriety checkpoints during winter and spring mobilizations; and

WHEREAS, over the past seven years, the Newark Police Department has received grant funding from the Office of Traffic Safety (OTS) to support DUI enforcement campaigns; and

WHEREAS, the Livermore Police Department facilitated this process for all allied agencies in Alameda County beginning in fiscal year 2008-2009 through 2012-2013 with the Hayward Police Department serving as the "pass through" agency since then; and

WHEREAS, grant funds were used to cover overtime costs associated with conducting a number of saturation patrols, DUI checkpoints, and warrant sweeps, in addition to participating in multi-agency task forces; and

WHEREAS, the Hayward Police Department will continue to facilitate this process for fiscal year 2015-2016; and

WHEREAS, an award was granted and the Newark Police Department will receive funding in the amount of \$14,540 for saturation patrols, a DUI checkpoint, and a warrant sweep;

NOW, THEREFORE, BE IT RESOLVED that:

- 1) the City Council of the City of Newark authorizes the City to accept the Office of Traffic Safety (OTS) "Avoid the 21" DUI enforcement campaign grant award and authorizes the Police Chief to sign the Memorandum of Understanding; and
- 2) the certain document entitled "Biennial Budget 2014-2016" is hereby amended as follows:

Fund Number		Amount
035-0000-3550	State Grants	\$14,540
035-1030-4210	Patrol Overtime	\$14,540

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE CITY OF HAYWARD POLICE DEPARTMENT AND THE
PARTICIPATING ALAMEDA COUNTY CITY LAW ENFORCEMENT
AGENCIES**

**AVOID THE 21 DUI CAMPAIGN – ALAMEDACOUNTY
OTS GRANT #AL 1620**

FUNDED BY

THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY

THIS MEMORANDUM OF UNDERSTANDING, entered into this 1ST day of October 2015, by and between the CITY OF HAYWARD POLICE DEPARTMENT, hereinafter called “Hayward” and the participating Alameda County Law Enforcement Agencies, hereinafter called “Alameda LEAs,” related to the Avoid the 21 DUI Campaign – Alameda County, hereinafter called “Avoid the 21 Program” funded by the State Office of Traffic Safety, hereinafter called “OTS.”

WHEREAS, it is necessary and desirable that Alameda LEAs be retained for the purpose of performing professional services for the Avoid the 21 Program; the Alameda LEAs participating include the Police Departments from the cities of Alameda, Albany, Berkeley, Fremont, Livermore, Newark, Oakland, Pleasanton, San Leandro, Union City, the Alameda County Sheriff’s Department, CSU East Bay Police Department, East Bay Regional Parks Police Department, B.A.R.T. Police and the California Highway Patrol.

WHEREAS, Hayward is one of the participating Alameda LEAs in the Avoid the 21 Program;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Services to be Performed by Hayward and all Alameda LEAs.

During the term of this agreement all Alameda LEAs participating in the Avoid the 21 Program shall provide DUI enforcement staff on an overtime basis, as staffing levels allow, during the approved enforcement deployments. All Alameda LEAs commit to participate in the annual campaign as staffing levels allow and to encourage officers to emphasize DUI enforcement during all phases of the grant. All Alameda LEAs will ensure that 50% of the officers deployed at every Avoid the 21 operation will be SFST certified. Each of the Alameda LEAs hosting a DUI

Checkpoint will ensure the Officer in Charge (OIC) has taken the DUI Checkpoint Management Class sponsored by OTS. Alameda LEAs agree to adhere to the OTS grant programmatic, financial and statistical reporting and understand that adhering to the requirements is necessary to be reimbursed for DUI enforcement activities conducted during the time periods of October 01, 2015 through September 30, 2016.

2. Payment.

- A. Maximum Amount. In full consideration of the services provided during enforcement periods, the amount that Hayward shall be obligated to pay for services rendered under this Memorandum of Understanding shall not exceed the dollar amounts set forth in the Avoid the 21 grant for the term of this Memorandum of Understanding. Funds are to be used solely for reimbursement of personnel overtime incurred while staffing DUI Enforcement activities in support of the Avoid the 21 Program during the specified enforcement periods of October 01, 2015 through September 30, 2016.
- B. Rate of Payment. All Alameda LEAs will receive reimbursement for personnel overtime through the Avoid the 21 Program for a total sum not to exceed the dollar amounts set forth in the Avoid the 21 grant \$140,000.00 for the term of this Memorandum of Understanding. The amount all participating Alameda LEAs will receive will be based on actual personnel hours worked on DUI enforcement for the Avoid the 21 Program and as invoiced in accordance with Paragraph C, Invoice Requirements as stated below. Funding is solely for reimbursement of personnel overtime incurred during DUI enforcement activities conducted during the Avoid the 21 enforcement period. Only "paid" overtime shall be eligible for reimbursement. Overtime accrued as "comp time" cannot be reimbursed under this grant.
- C. Invoice Requirements. Invoices shall be submitted on the provided form and include dates and hours worked, personnel names, overtime salary rate, number of hours worked, and total dollars requested for overtime reimbursement.
- D. Time Limit for Submitting Invoices. All Alameda LEAs shall submit an invoice for services to Hayward. Invoices

are due to Hayward no later than the 20th day of the month following the end of the quarter. Invoices received after this date will result in forfeiture of that quarter's funding. Hayward will not be obligated to pay any Alameda LEA for the services covered by any invoice if the Alameda LEA presents the invoice to Hayward more than forty-five (45) days after the close of the grant period. For invoices received within the established time limits, payment shall be made to Alameda LEA's by the last day of the quarter following the quarter for which services were rendered.

3. Statistical Reporting

All Alameda LEAs shall collect and report to Hayward all efforts in support of the Avoid the 21 Program. This is to include, but not limited to DUI/DL checkpoints reporting: number of vehicles passing through checkpoint, number of vehicles screened, number of field sobriety tests conducted, number of DUI arrests, number of criminal arrests, number of citations issued and number of vehicles impounded; Saturation patrols reporting: number of vehicle stops, number of field sobriety tests conducted, number of DUI arrests and number of vehicles impounded; Warrants served reporting: number of attempts and total number served.

Alameda LEAs shall submit daily statistical reports to Hayward for all identified Avoid the 21 enforcement deployments, regardless of whether or not funding for the deployment is received under this grant. Statistical reports not submitted by the 7th day following each Avoid the 21 deployment will result in suspension of future funding.

4. Availability of Funds.

Payment of all services provided pursuant to this Memorandum of Understanding is contingent upon OTS funding the Avoid the 21 Grant with Hayward. In the event that OTS does not fund Hayward's grant, Hayward shall not be liable for any payment whatsoever. Hayward may terminate this Memorandum of Understanding in accordance with the provisions of Section 8 below for unavailability of OTS funds.

5. Alteration of Memorandum of Understanding.

This Memorandum of Understanding is complete and contains all of the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

6. Records.

A. Documentation. Alameda LEAs will maintain all supporting documentation necessary to substantiate submitted invoices as required in the current OTS Grant Program Manual.

B. Access. Alameda LEAs agree to provide to Hayward, to any Federal or State department having monitoring or reviewing authority, to authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State and local statutes, rules and regulations and this Memorandum of Understanding, and to evaluate the quality, appropriateness and timeliness of services performed, for a period of at least three (3) years from the termination date of this Memorandum of Understanding, or until audit findings are resolved, whichever is greater.

C. Retention. Hayward and Alameda LEAs shall maintain and preserve in its possession all records relating to this Memorandum of Understanding for a period of at least three (3) years from the termination date of this Memorandum of Understanding, or until audit findings are resolved, whichever is greater.

7. Compliance with Applicable Laws.

All services to be performed by Hayward and all Alameda LEAs pursuant to this Memorandum of Understanding shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances and regulations.

8. Term of the Agreement.

Subject to compliance with the terms and conditions of this Memorandum of Understanding, the term of this Memorandum of Understanding shall be from of October 01, 2015 through September 30, 2016. This Memorandum of Understanding may be terminated by Hayward or any Alameda LEAs at any time upon thirty (30) days written notice to the other party.

In witness whereof, the parties have executed this Memorandum of Understanding on the day and year last written below.

HAYWARD POLICE DEPARTMENT

Diane E. Urban
Chief of Police

Date: _____

Newark Police Department

James Leal
Chief of Police

Date: _____

F.2 Adopting a Compensation Plan for Certain Positions in the Exempt Service Employee Group to amend the Hourly Wage Rate Schedule for Part-Time, Seasonal, and Temporary (PST) Classifications; and Revoking Resolution No. 10,293 – from Human Resources Director Abe. (RESOLUTION)

Background/Discussion – The Schedule of Part-time, Seasonal, and Temporary (PST) Classifications provides a list of hourly wage rates for temporary positions. In consideration of California’s January 1, 2016 minimum wage increase from \$9.00 to \$10.00 per hour, this schedule was recently reviewed and the following amendments are recommended:

- Renaming Building Attendant to Customer Service Representative and increasing the hourly pay range by one dollar for minimum wage compliance.
- Renaming Senior Building Attendant to Senior Customer Service Representative and increasing the starting hourly pay by one dollar for internal wage alignment.
- Establishing new classifications for Café Worker I and Café Worker II to specify job duties and mandated food safety handling requirements. The recommended pay ranges are aligned with customer service classifications in Recreation.
- Increasing the hourly pay for General Maintenance Worker I; Lifeguard I and II; and Recreation Leader I and II by one dollar for minimum wage compliance and for appropriate salary relationships within each classification series.
- Increasing the hourly pay ranges for Police Services Aide I and II for recruitment and retention purposes.
- Updating the hourly rates for Public Safety Dispatcher and Red Light Photo Enforcement Technician for consistency with regular positions performing similar duties.

The recommended amendments are specified and highlighted on the attached Schedule of Hourly Wage Rates for January 1, 2016.

Attachment

Action - It is recommended that the City Council, by resolution, adopt a Compensation Plan for certain positions in the Exempt Service Employee Group to amend (as attached) the Schedule of Hourly Wage Rates for Part-Time, Seasonal, and Temporary (PST) Classifications effective January 1, 2016; and to revoke Resolution No. 10,293.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK REVOKING RESOLUTION NO. 10,293, AND
ADOPTING A COMPENSATION PLAN FOR CERTAIN
POSITIONS IN THE EXEMPT SERVICE EMPLOYEE GROUP

BE IT RESOLVED, that the City Council of the City of Newark hereby adopts the Compensation Plan, as attached, for certain positions in the Exempt Service.

EXEMPT SERVICE

Exempt Service for the purposes of this resolution includes Part-Time, Seasonal, and Temporary (PST) Employees.

Employees appointed to exempt positions listed on the PST Schedule of Hourly Wage Rates shall receive an hourly rate between the top and bottom of the range based on the qualifications of the appointee.

BE IT FURTHER RESOLVED that Resolution Number 10,293 are hereby revoked effective January 1, 2016, and if any provisions contained herein are found to be in conflict with provisions of any other resolutions, the provisions herein shall prevail.

City of Newark
PART-TIME, SEASONAL, and TEMPORARY (PST) CLASSIFICATIONS
Schedule of Hourly Wage Rates Effective January 1, 2016

Position	Hourly Rate Range	
	<u>Bottom</u>	<u>Top</u>
Activity Coordinator	11.25	21.00
Building Attendant	9.00	11.00
Building Attendant, Senior	11.00	16.25
Café Worker I	10.00	12.00
Café Worker II	11.00	16.00
Customer Service Representative	10.00	12.00
Engineering Aide	24.50	34.00
Equipment Operator	21.00	28.00
General Maintenance Worker I	9.00 10.00	18.00 19.00
General Maintenance Worker II	12.50	22.00
General Maintenance Worker III	20.00	25.00
Inspector	25.00	45.00
Intern	13.00	25.00
Lifeguard I	9.00 11.00	14.00 15.00
Lifeguard II	11.00 12.00	18.00
Office Assistant I	15.00	24.00
Office Assistant II	16.50	26.00
Plan Checker	33.50	46.00
Planning Commissioner	75.00 per meeting	
Police Services Aide I*	9.50 10.00	14.00 15.00
Police Services Aide II*	10.00 14.00	15.00 20.00
Police Officer Trainee	30.00	
Pool Service Technician	15.00	25.00
Preschool Aide	12.00	17.00
Preschool Instructor	16.50	23.00
Public Safety Dispatcher	35.54 36.97	43.21 44.96
Professional Services Specialist	50.00	125.00
Recreation Instructor	11.50	30.00
Recreation Leader I	9.00 10.00	13.00
Recreation Leader II	9.50 10.50	15.00
Red Light Photo Enforcement Technician	30.39 31.62	36.94 38.43
Senior Customer Service Representative	12.00	17.00
Senior Lifeguard	14.00	24.00
Special Assistant	15.00	75.00
Sports Official	13.00	30.00

**The Police Services Aide positions receive a yearly \$100 uniform allowance. The allowance is paid in two payments of \$50 each on January 31 and July 31.*

F.3 Authorization for the purchase of three (3) new, replacement vehicles for the Police Department from Folsom Lake Ford and outfitting by Classic Graphics and Lehr – from Maintenance Supervisor Connolly. (RESOLUTION)

Background/Discussion – The 2014 – 2016 Biennial Budget for Fiscal Year 2015 – 2016 includes funding for the replacement of five (5) vehicles currently used by the Police Department as a part of the Equipment Replacement Budget. The replacements will be accomplished in two phases over the course of this fiscal year. The first phase will be for three (3) vehicles.

Authorization is requested to participate in an intergovernmental procurement process for the purchase of three (3) 2016 Ford SUV Utility Interceptors.

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

Upon completion of a formal bidding process, the State of California entered into a master contract and a procurement contract with Folsom Lake Ford for the purchase of vehicles. This contract is in effect through June 29, 2017, and includes a provision to allow other agencies to participate.

The competitive process used by the State of California has been reviewed by the Public Works Department and satisfies the City of Newark’s requirements for the proposed vehicle purchases.

Based upon the State of California contract with Folsom Lake Ford, the vehicles will cost \$121,272.33. The vehicle cost does not include outfitting which is estimated not to exceed \$58,500. The outfitting is based on specialized vendor quotes.

Action - It is recommended that the City Council, by resolution, authorize the purchase of three (3) new 2016 Ford SUV Utility Interceptors from Folsom Lake Ford for \$121,272.33 through the intergovernmental procurement process and outfitting by Classic Graphics and Lehr not to exceed \$58,500.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE PURCHASE OF THREE (3) NEW 2016 FORD SUV UTILITY INTERCEPTORS FROM FOLSOM LAKE FORD FOR \$121,272.33 THROUGH THE INTERGOVERNMENTAL PROCUREMENT PROCESS AND OUTFITTING BY CLASSIC GRAPHICS AND LEHR NOT TO EXCEED \$58,500

WHEREAS, the 2014 – 2016 Biennial Budget for Fiscal Year 2014 - 2015 includes funding for replacement of police vehicles that have reached the end of their useful life; and

WHEREAS, the City of Newark will be participating in the intergovernmental procurement process (also known as “piggyback”) with Folsom Lake Ford as the holder of the State of California procurement contract; and

WHEREAS, the three proposed replacement vehicles will require outfitting based on quotes not to exceed \$58,500;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark authorizes the purchase of three (3) 2016 Ford SUV Utility Interceptors from Folsom Lake Ford, in the total amount of \$121,272.33 and outfitting by Classic Graphics and Lehr based on quotes not to exceed \$58,500.

F.4 Approval of the final map for Tract 8208, a 281-unit residential subdivision entitled Continental Residential, Inc. (formally known as Prima Residential) at Cedar Boulevard and Cedar Court – from Assistant City Engineer Fajeau.

(RESOLUTION)

Background/Discussion – On October 23, 2014, the City Council approved Vesting Tentative Tract Map 8208 for a 281-unit residential subdivision on a 16.25-acre site located at Cedar Boulevard and Cedar Court (formerly 5699 Mowry Avenue). Continental Residential, Inc. (formerly known as Prima Residential) has submitted the required fees, bonds, and other documents for approval of the final map for Tract 8208. Off-site improvements on Cedar Boulevard include a new traffic signal at the main private street entrance, a new decorative wall and landscaping on the opposite side of the street between the southern project boundary and Moores Avenue, frontage sidewalk and landscaping, utility connections, and pavement resurfacing. A secondary private street access will also be provided off of Cedar Court as along with frontage landscaping and pavement resurfacing. Recording of the final map and issuance of subsequent permits and approvals 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 8208, a 281-unit residential subdivision entitled Continental Residential, Inc. (formerly known as Prima Residential) located at Cedar Boulevard and Cedar Court.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE FINAL MAP FOR TRACT 8208, A 281-UNIT RESIDENTIAL SUBDIVISION ENTITLED CONTINENTAL RESIDENTIAL, INC. (FORMERLY KNOWN AS PRIMA RESIDENTIAL) AT CEDAR BOULEVARD AND CEDAR COURT

WHEREAS, on October 23, 2014, with Resolution No. 10,282, the City Council of the City of Newark approved Tentative Tract Map 8208 for a 281-unit residential subdivision on an approximate 16.25-acre site located at Cedar Boulevard and Cedar Court (formerly 5699 Mowry Avenue).

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 8208, 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 8208; and

BE IT FURTHER RESOLVED that the City Council does hereby accept the abandonment of all public easements as shown on the final map for Tract 8208; and

BE IT FURTHER RESOLVED that the City Council does hereby approve the Performance Bond in the amount of \$8,850,000 and the Materials Bond in the amount of \$4,425,000 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 8208, including issuance of all related construction permits, shall be at the discretion of the City Engineer.

**CITY OF NEWARK
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8208**

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 8208 on Cedar Boulevard near Cedar Court, Newark (hereinafter "Project").
- B.** The Project is geographically located within the boundaries of the Vesting Tentative Tract Map known as "Vesting Tentative Map 8208". 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 8208 Newark Prima 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 provided, at the Developer's sole cost and expense. No change shall be

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8208**

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 \$8,875,000 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 \$4,438,000 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 \$890,000 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 8208**

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 8208**

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 8208**

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 8208**

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 its sole discretion and through 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 8208**

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 8208**

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 8208**

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: DEAN K. MILLS

ATTEST:

Title: Vice President

Sheila Harrington, City Clerk

APPROVED AS TO FORM:

David J. Benoun, City Attorney

**CALIFORNIA ALL-PURPOSE CERTIFICATE OF
ACKNOWLEDGEMENT**

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.

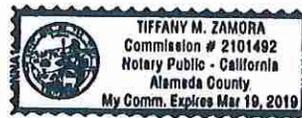
State of CA

County of Alameda

On 10/07/15, before me, Tiffany M. Zamora _____ (notary public) personally appeared **Dean K. Mills** _____, 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 law of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Dean K. Mills* _____

(seal)

OWNER'S STATEMENT

WE, THE UNDERSIGNED, CONTINENTAL RESIDENTIAL, INC. A CALIFORNIA CORPORATION DO HEREBY STATE THAT WE ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREIN EMBODIED MAP; ENTITLED "TRACT 8208", CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, CONSISTING OF ELEVEN (11) SHEETS, THIS STATEMENT BEING UPON SHEET ONE (1) THEREOF; THAT SAID OWNER ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THOSE GRANT DEEDS RECORDED ON JANUARY 29, 2015, SERIES NUMBERS 2015-025989 AND 2015-025970, AND THAT GRANT DEED RECORDED ON FEBRUARY 10, 2015, SERIES NO. 2015-041652, OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; AND THAT WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP AND SUBDIVISION.

WE ALSO HEREBY DECLARE THAT THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC STREET PURPOSES. THE AREA DESIGNATED AS CEDAR BOULEVARD DEDICATION.

WE ALSO HEREBY DECLARE THAT THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC UTILITY PURPOSES: THE AREAS OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT) FOR THE PURPOSE OF CONSTRUCTION, OPERATION AND MAINTENANCE OF APPLICABLE STRUCTURES AND APPURTENANCES THERETO, INCLUDING BUT NOT LIMITED TO SANITARY SEWERS, WATER, ELECTRICAL, GAS AND COMMUNICATION FACILITIES; 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 THERETO, LAWFUL FENCES AND LAWFUL UNSUPPORTED OVERHANGS.

WE ALSO HEREBY DECLARE THAT THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE PUBLIC AS AN EASEMENT FOR EMERGENCY VEHICLE ACCESS PURPOSES: THE AREAS OVER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT) FOR THE PURPOSE OF INGRESS AND EGRESS OF EMERGENCY VEHICLES.

WE ALSO HEREBY DECLARE THAT THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS A PUBLIC EASEMENT FOR WATER LINE PURPOSES: THE AREAS OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "WLE" (WATER LINE EASEMENT) FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF APPLICABLE WATER LINE STRUCTURES AND APPURTENANCES THERETO; SAID AREAS OR STRIPS OF LAND ARE TO BE OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT WATER LINE SYSTEMS AND APPURTENANCES THERETO.

WE ALSO HEREBY DECLARE THAT THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS A PUBLIC EASEMENT FOR SANITARY SEWER PURPOSES: THE AREAS OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "SSE" (SANITARY SEWER EASEMENT) FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF APPLICABLE SANITARY SEWER STRUCTURES AND APPURTENANCES THERETO; SAID AREAS OR STRIPS OF LAND ARE TO BE OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT SANITARY SEWER SYSTEMS AND APPURTENANCES THERETO.

WE ALSO HEREBY DECLARE THAT THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS A PUBLIC EASEMENT FOR TRAFFIC SIGNAL EQUIPMENT PURPOSES: THE AREAS, OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "TSEE" (TRAFFIC SIGNAL EQUIPMENT EASEMENT) FOR INGRESS AND EGRESS, CONSTRUCTION, AND MAINTENANCE OF TRAFFIC SIGNAL EQUIPMENT AND APPURTENANCES THERETO BY THE CITY OF NEWARK.

WE ALSO HEREBY DECLARE THAT THE STRIPS OF LAND DESIGNATED AND LABELED AS "PVAW" (PRIVATE VEHICLE ACCESSWAY) ARE RESERVED AS AN EASEMENT FOR THE PRIVATE USE OF THE HOMEOWNERS AND RESIDENTS OF TRACT 8208 FOR THE PURPOSE OF PARKING AND INGRESS AND EGRESS TO THE LOTS WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREIN EMBODIED MAP; SAID EASEMENTS ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC AND MAINTENANCE, REPAIR AND/OR REPLACEMENT OF IMPROVEMENTS WITHIN SAID EASEMENT IS THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING TRACT 8208.

WE ALSO HEREBY DECLARE THAT THE STRIPS OF LAND DESIGNATED AS "PSDE" (PRIVATE STORM DRAIN EASEMENT) ARE RESERVED AS AN EASEMENT FOR THE PURPOSE OF INSTALLATION, CONSTRUCTION, AND MAINTENANCE OF PRIVATE STORM DRAIN FACILITIES AND THEIR APPURTENANCES THERETO; SAID EASEMENTS ARE TO BE KEPT OPEN AND FREE FROM ALL BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT IRRIGATION SYSTEMS AND APPURTENANCES THERETO, LAWFUL FENCES AND ALL LAWFUL UNSUPPORTED OVERHANGS, THE MAINTENANCE, REPAIR AND/OR REPLACEMENT OF IMPROVEMENTS WITHIN SAID EASEMENT SHALL BE THE SOLE RESPONSIBILITY OF THE LOT OWNERS BENEFITED, AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING TRACT 8208; SAID EASEMENTS ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC.

WE ALSO HEREBY DECLARE THAT THE STRIPS OF LAND DESIGNATED AS "PAE" (PRIVATE ACCESS EASEMENT) ARE RESERVED AS AN EASEMENT FOR THE PURPOSE OF PEDESTRIAN INGRESS AND EGRESS IN ACCORDANCE WITH THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS GOVERNING TRACT 8208; SAID EASEMENTS ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC, IF THERE IS ANY CONFLICT BETWEEN THE LOCATION OF SAID EASEMENT AS SHOWN ON THIS MAP AND THE LOCATION OF THE EASEMENT AS DEFINED BY THE FENCES AND BUILDINGS ENCLOSING THE EASEMENT AREA INSTALLED AS PART OF THE ORIGINAL CONSTRUCTION OF THE RESIDENCES, THE EASEMENT LOCATION AS DEFINED BY THE FENCES AND BUILDINGS WILL CONTROL.

WE ALSO HEREBY DECLARE THAT THE STRIPS OF LAND DESIGNATED AS "PWLE" (PRIVATE WATER LINE EASEMENT) ARE RESERVED AS AN EASEMENT FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF APPLICABLE WATER LINE STRUCTURES AND APPURTENANCES THERETO IN ACCORDANCE WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING TRACT 8208; SAID EASEMENTS ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC; SAID AREAS OR STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT WATER LINE SYSTEMS AND APPURTENANCES THERETO.

TRACT 8208

FOR CONDOMINIUM PURPOSES
CONSISTING OF 11 SHEETS

BEING A SUBDIVISION OF ALL OF PARCEL A OF LOT LINE ADJUSTMENT GRANT DEED NUMBER 2014-306955, ALL OF PARCEL 3 AS SHOWN ON "PARCEL MAP 6833", IN BOOK 218 OF PARCEL MAPS AT PAGE 45, ALL OF PARCEL 2 AS SHOWN ON "PARCEL MAP 1725", IN BOOK 89 OF PARCEL MAPS AT PAGE 90, A PORTION OF LOT 2 BLOCK 128 AND A PORTION OF LOT 4 BLOCK 128AS BOTH LOTS ARE SHOWN ON MAP SHOWING THE SUBDIVISION OF A PART OF THE FARM LANDS OF THE TOWN OF NEWARK, IN BOOK 26 OF MAPS AT PAGE 37, ALAMEDA COUNTY RECORDS CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

NOVEMBER 2015

OWNER'S STATEMENT CONTINUED

WE ALSO HEREBY DECLARE THAT THE AREAS DESIGNATED AS PARCEL A (HYDRANGEA WAY), PARCEL B, PARCEL Y, PARCEL Z AND PARCEL AA (PANDOREA TERRACE), PARCEL C (PRINULA TERRACE), PARCEL D (DAYLILY STREET), PARCEL E (THIMBLEBERRY PLACE), PARCEL F (CONEFLOWER PLACE), PARCEL G (SANTOLINA PLACE), PARCEL H (PINWHEEL PLACE), PARCEL I (PHOTINA PLACE), PARCEL J (MYOPORUM PLACE), PLACE K (CORIUM PLACE), PARCEL L (MYRSINE PLACE), PARCEL M (BERGENIA PLACE), PARCEL N (COFFEEBERRY ROAD), PARCEL O (TOBRIA PLACE), PARCEL P (SPICEBUSH PLACE), PARCEL Q (DANDELION PLACE), PARCEL R (SNAPDRAGON PLACE), PARCEL S (WATER LILY PLACE), PARCEL T (SEA GRASS PLACE), PARCEL U (VINCA ROAD), PARCEL V (OCEANSPRAY ROAD), PARCEL W (LEMONGRASS WAY), PARCEL X (TRILLIUM WAY), AND OO ARE RESERVED FOR THE USE AND VISITORS OF THIS SUBDIVISION, NOT LIMITED TO PRIVATE INGRESS, EGRESS, PARKING, PRIVATE UTILITIES AND IMPROVEMENTS. SAID PARCELS SHALL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION OF TRACT 8208 SUBSEQUENT TO THE FILING OF THIS MAP. MAINTENANCE OF SAID PARCELS AND IMPROVEMENTS TO BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OF TRACT 8208.

WE ALSO HEREBY DECLARE THAT THE AREAS DESIGNATED AS PARCELS BB, CC, DD, EE AND FF ARE RESERVED FOR THE PURPOSE OF OPEN SPACE BUT NOT LIMITED TO PRIVATE INGRESS, EGRESS, PRIVATE UTILITIES AND IMPROVEMENTS, SAID PARCELS SHALL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION OF TRACT 8208 SUBSEQUENT TO THE FILING OF THIS MAP. MAINTENANCE OF SAID PARCELS AND IMPROVEMENTS ARE TO BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OF TRACT 8208.

WE ALSO HEREBY RELINQUISH FOREVER ALL RIGHTS OF INGRESS AND EGRESS TO LOTS OR RESIDENCES OVER AND ACROSS ANY LINE SHOWN ON THE MAP AND DESIGNATED AS "ABUTTER'S RIGHTS RELINQUISHED" ///////////////////////////////////////////////////////////////////

THE REAL PROPERTY DESCRIBED HEREIN IS ALSO SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING TRACT 8208 RECORDED CONCURRENTLY HERewith THIS MAP _____ DAY OF _____, 2015 AS RECORDER'S SERIES NO. _____.

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: _____

NAME: _____ TITLE: _____

BY: _____ DATE: _____

NAME: _____ TITLE: _____

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/HEY 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: _____

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 _____ |

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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 _____ M.
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.

FEE: _____ PD.

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

BY: _____
DEPUTY COUNTY RECORDER

TRACT 8208

TRACT 8208

FOR CONDOMINIUM PURPOSES
CONSISTING OF 11 SHEETS

BEING A SUBDIVISION OF ALL OF PARCEL A OF LOT LINE ADJUSTMENT
GRANT DEED NUMBER 2014-306955, ALL OF PARCEL 3 AS SHOWN ON
"PARCEL MAP 6833", IN BOOK 218 OF PARCEL MAPS AT PAGE 45, ALL OF
PARCEL 2 AS SHOWN ON "PARCEL MAP 1725", IN BOOK 89 OF PARCEL
MAPS AT PAGE 90, A PORTION OF LOT 2 BLOCK 128 AND A PORTION OF
LOT 4 BLOCK 128AS BOTH LOTS ARE SHOWN ON "MAP SHOWING THE
SUBDIVISION OF A PART OF THE FARM LANDS OF THE TOWN OF
NEWARK", IN BOOK 26 OF MAPS AT PAGE 37, ALAMEDA COUNTY RECORDS
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

NOVEMBER 2015

CITY ENGINEER'S STATEMENT

I, PEGGY A. CLAASSEN, CITY ENGINEER FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT 8208", CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, CONSISTING OF ELEVEN (11) 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 HERETO SET MY HAND THIS _____ DAY OF _____, 2015.

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

DATE

I, MITCHELL L. MOUGHON, SPECIAL ASSISTANT FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE PURSUANT TO SECTION 66450(c)(4) OF THE GOVERNMENT CODE THAT I HAVE EXAMINED THE HEREIN EMBODIED MAP ENTITLED "TRACT 8208", CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, CONSISTING OF ELEVEN (11) SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

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

MITCHELL L. MOUGHON, PE 29509
REGISTRATION EXPIRES: MARCH 31, 2017
SPECIAL ASSISTANT 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 OCTOBER 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 ON OR BEFORE DECEMBER 2017 OR PRIOR TO THE ACCEPTANCE OF THE IMPROVEMENTS, AND THAT SAID MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE GROSS AREA WITHIN THE TRACT IS 19.81 ACRES, MORE OR LESS.

MARK H. WEHBER, P.L.S.
L.S. NO. 7960
REGISTRATION EXPIRES: 3/31/16

DATE



SOILS REPORT

A SOILS REPORT ON WAS PREPARED BY BERLOGAR STEVENS & ASSOCIATES, DATED NOVEMBER 21, 2014 (DRAFT), PROJECT NO. 3609.102, SIGNED BY GREGORY J. RUF, G.E. AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

ABANDONMENT NOTE

PURSUANT TO SECTIONS 66499.20.2 AND 66434 (g) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENT IS HEREBY ABANDONED AND NOT SHOWN HEREON:

GRANT OF EASEMENT TO THE CITY OF NEWARK FOR LANDSCAPE PLANTING, IRRIGATION, SIDEWALK AND PUBLIC UTILITY EASEMENT PURPOSES RECORDED DECEMBER 18, 1992 IN DOCUMENT NO. 92414489 OF OFFICIAL RECORDS, ALAMEDA COUNTY RECORDS.

A PORTION OF THE GRANT OF EASEMENT TO THE CITY OF NEWARK FOR RIGHT OF WAY AND EASEMENT FOR ROADWAY AND PUBLIC UTILITY PURPOSES RECORDED NOVEMBER 1, 1990 INSTRUMENT NO. 1990290248 OF OFFICIAL RECORDS, ALAMEDA COUNTY RECORDS LYING WITHIN THE BOUNDARIES OF THIS MAP.

CITY CLERK'S STATEMENT

I, SHEILA HARRINGTON, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF NEWARK, ALAMEDA COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 8208", CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, CONSISTING OF ELEVEN (11) SHEETS, THIS STATEMENT BEING ON SHEET TWO (2) THEREOF, WAS PRESENTED TO SAID COUNCIL OF THE CITY OF NEWARK AS PROVIDED BY LAW AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 2015, AND THAT SAID COUNCIL OF THE CITY OF NEWARK DID THEREUPON BY RESOLUTION NO. _____, DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL PARCELS OF LAND AND EASEMENTS OFFERED FOR DEDICATION, FOR PUBLIC USE, IN CONFORMITY WITH THE TERMS OF THE OFFERS OF DEDICATION AS SHOWN ON SAID MAP.

I ALSO HEREBY CERTIFY THAT BY SAID RESOLUTION THE CITY COUNCIL DID ALSO ACCEPT TO THE ABANDONMENT OF ALL EASEMENTS DESCRIBED ON THIS SUBDIVISION MAP.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND THIS _____ DAY OF _____, 2014.

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, ANIKA 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 HERETO SET MY HAND THIS _____ DAY OF _____, 20____.

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

BY: _____
DEPUTY COUNTY CLERK

TRACT 8208

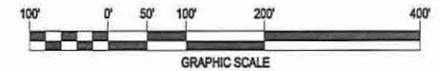
TRACT 8208

FOR CONDOMINIUM PURPOSES
 CONSISTING OF 11 SHEETS
 BEING A SUBDIVISION OF ALL OF PARCEL A OF LOT LINE ADJUSTMENT
 GRANT DEED NUMBER 2014-306955, ALL OF PARCEL 3 AS SHOWN ON
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Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
 SAN RAMON, CALIFORNIA

SCALE: 1" = 100' NOVEMBER 2015

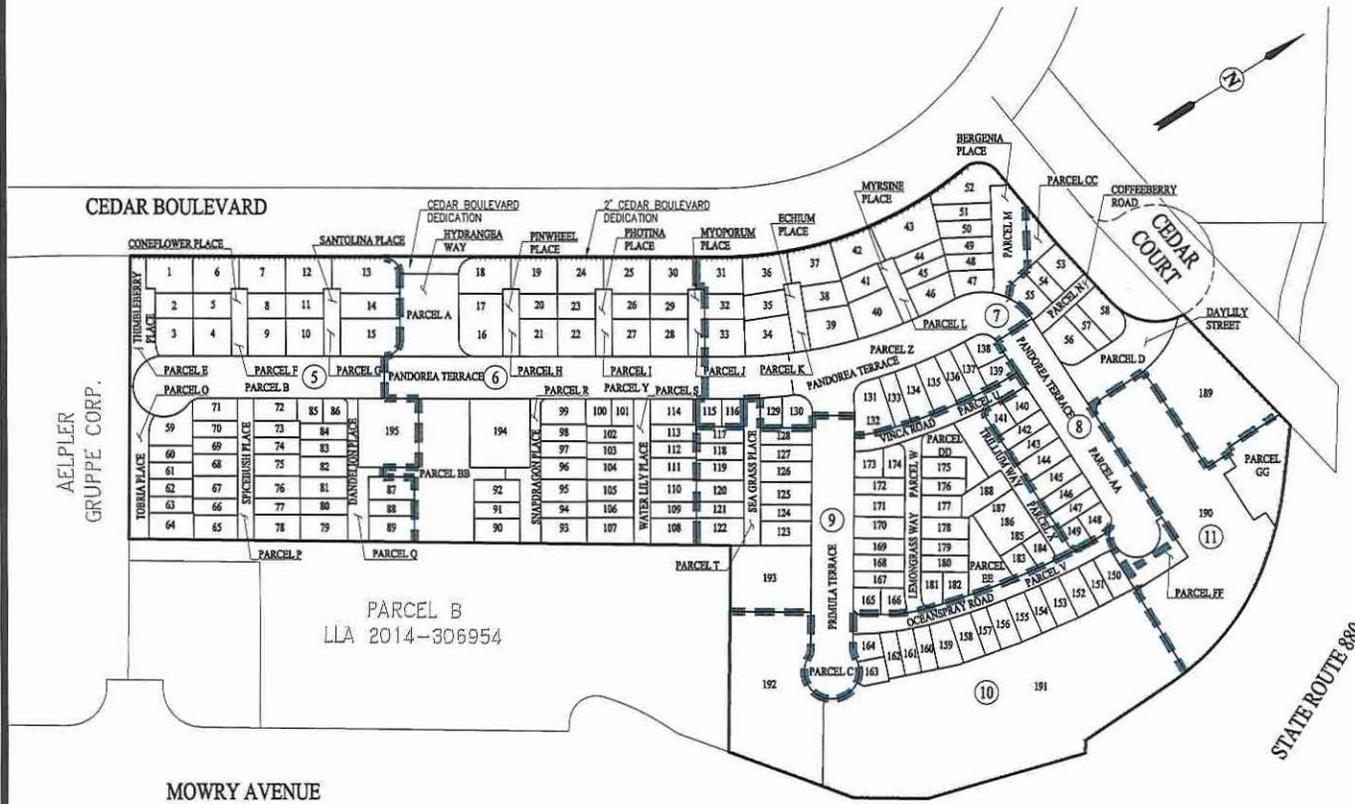


BASIS OF BEARINGS:

THE MONUMENT LINE OF CEDAR BOULEVARD TAKEN AS NORTH 32°28'48" EAST
 BETWEEN FOUND MONUMENTS SHOWN ON PARCEL MAP NO. 1725, FILED MAY 13,
 1976 IN BOOK 89 OF MAPS, PAGE 90, ALAMEDA COUNTY RECORDS.

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	OLD LOT LINE
	EASEMENT LINE
	MONUMENT LINE
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
⊙	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT
⊙	SET 5/8" REBAR AND CAP, LS 7960
⊙	EMERGENCY VEHICLE ACCESS EASEMENT
EVAE	PRIVATE ACCESS EASEMENT
PAE	PRIVATE STORM DRAIN EASEMENT
PSDE	PUBLIC UTILITY EASEMENT
PUE	PRIVATE VEHICLE ACCESS WAY
PVAW	PRIVATE WATER LINE EASEMENT
PWLE	SANITARY SEWER EASEMENT
SSE	WATER LINE EASEMENT
WLE	ABUTTER'S RIGHTS RELINQUISHED



NOTES:

1. AN EMERGENCY VEHICLE ACCESS EASEMENT (EVAE), A PUBLIC UTILITY EASEMENT (PUE), A AND A SANITARY SEWER EASEMENT (SSE) ARE DEDICATED HEREON TO THE PUBLIC OVER THE ENTIRETY OF PARCELS E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, W AND X AS SHOWN HEREON. A PRIVATE WATER LINE EASEMENT (PWLE), IS DEDICATED HEREON OVER THE ENTIRETY OF PARCELS E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, W AND X AS SHOWN HEREON, SAID EASEMENTS ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC.

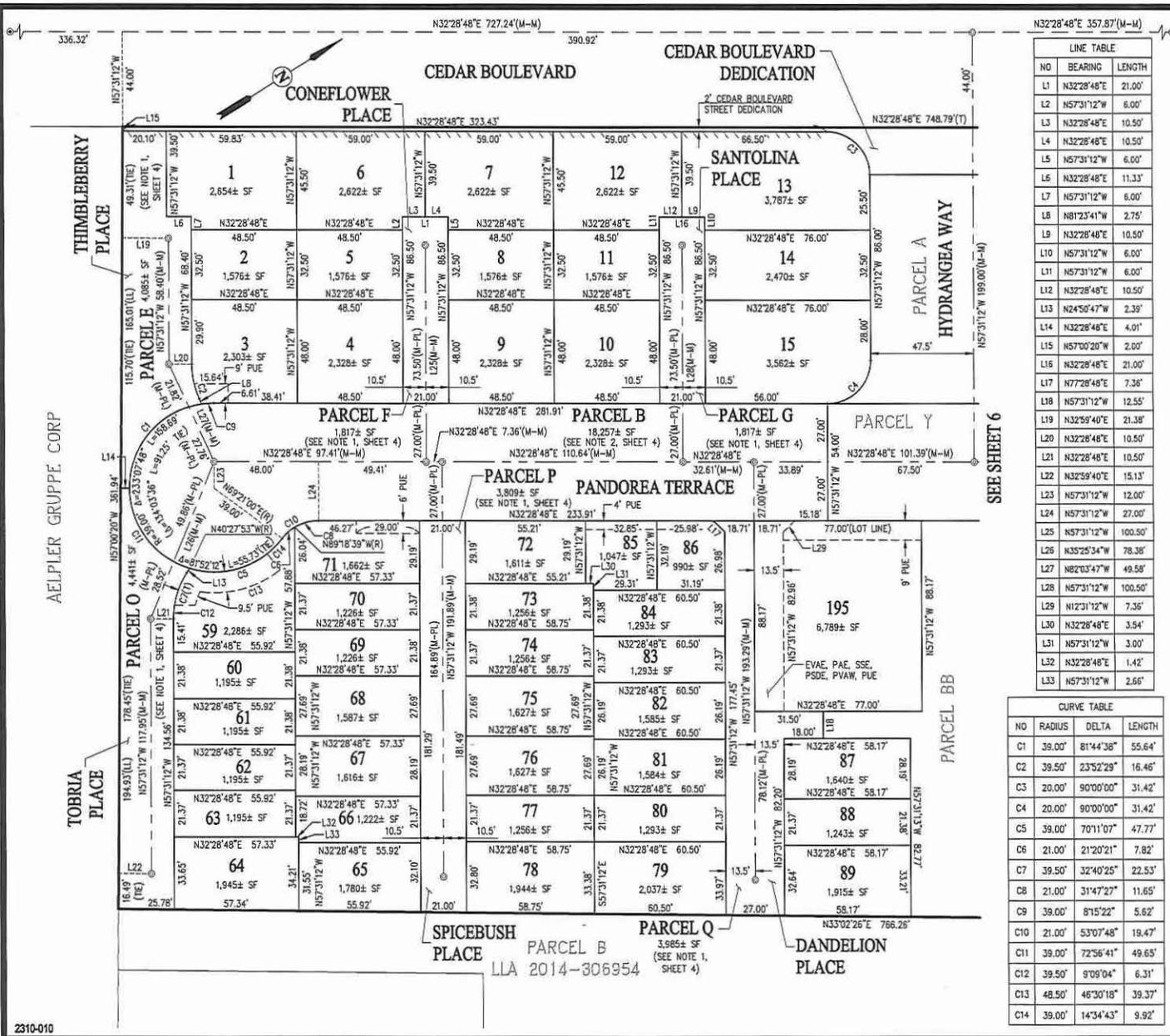
2. AN EMERGENCY VEHICLE ACCESS EASEMENT (EVAE), A PUBLIC UTILITY EASEMENT (PUE), A SANITARY SEWER EASEMENT (SSE) AND A WATER LINE EASEMENT (WLE) ARE DEDICATED HEREON TO THE PUBLIC OVER THE ENTIRETY OF PARCELS A, B, C, D, V, U, Y, Z, AND AA AS SHOWN HEREON.

3. A PRIVATE ACCESS EASEMENT (PAE), A PRIVATE STORM DRAIN EASEMENT (PSDE) AND A PRIVATE VEHICLE ACCESS WAY (PVAW) ARE DEDICATED HEREON OVER THE ENTIRETY OF PARCELS A, B, C, D, V, U, Y, Z, AND AA AS SHOWN HEREON, SAID EASEMENTS ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC.

REFERENCES:

- (A) INDICATES REFERENCE NUMBER
- (1) CALTRANS RIGHT OF WAY RECORD MAP R-10289.36
- (2) PARCEL MAP 6833 (218 M 45)
- (3) PARCEL MAP 1725 (89 M 90)
- (4) MAP SHOWING THE SUBDIVISION OF A PART OF THE FARM LAND OF THE TOWN OF NEWARK (26 M 37)
- (5) RECORD OF SURVEY NO. 1974 (30 ROS 65)
- (6) DEED (REEL 489, IMAGE 370)
- (7) DEED (REEL 2381 IMAGE 814)
- (8) DEED (REEL 2516, IMAGE 912)
- (9) TRACT 2512 (48 M 76)
- (10) RECORD OF SURVEY (8 M 59)
- (11) DOC. NO. 95-135793

TRACT 8208

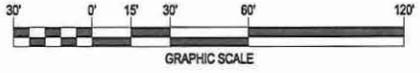


TRACT 8208

FOR CONDOMINIUM PURPOSES
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 CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

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

SCALE: 1" = 30' NOVEMBER 2015



BASIS OF BEARINGS:

THE MONUMENT LINE OF CEDAR BOULEVARD TAKEN AS NORTH 32°28'48" EAST
 BETWEEN FOUND MONUMENTS SHOWN ON PARCEL MAP NO. 1725, FILED MAY 13,
 1976 IN BOOK 89 OF MAPS, PAGE 90, ALAMEDA COUNTY RECORDS.

LEGEND

SEE SHEET 3

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) CALTRANS RIGHT OF WAY RECORD MAP R-10289.36
- (2) PARCEL MAP 5833 (218 M 45)
- (3) PARCEL MAP 1725 (89 M 90)
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- (9) TRACT 2512 (48 M 78)
- (10) RECORD OF SURVEY (8 M 59)
- (11) DOC. NO. 95-135793

LINE TABLE		
NO	BEARING	LENGTH
L1	N32°28'48"E	21.00'
L2	N57°31'12"W	6.00'
L3	N32°28'48"E	10.50'
L4	N32°28'48"E	10.50'
L5	N57°31'12"W	6.00'
L6	N32°28'48"E	11.33'
L7	N57°31'12"W	6.00'
L8	N81°23'41"W	2.75'
L9	N32°28'48"E	10.50'
L10	N57°31'12"W	6.00'
L11	N57°31'12"W	6.00'
L12	N32°28'48"E	10.50'
L13	N24°50'47"W	2.39'
L14	N32°28'48"E	4.01'
L15	N57°00'20"W	2.00'
L16	N32°28'48"E	21.00'
L17	N77°28'48"E	7.36'
L18	N57°31'12"W	12.55'
L19	N32°59'40"E	21.38'
L20	N32°28'48"E	10.50'
L21	N32°28'48"E	10.50'
L22	N32°59'40"E	15.13'
L23	N57°31'12"W	12.00'
L24	N57°31'12"W	27.00'
L25	N57°31'12"W	100.50'
L26	N35°25'34"W	78.38'
L27	N82°03'47"W	49.58'
L28	N57°31'12"W	100.50'
L29	N12°31'12"W	7.36'
L30	N32°28'48"E	3.54'
L31	N57°31'12"W	3.00'
L32	N32°28'48"E	1.42'
L33	N57°31'12"W	2.66'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	39.00'	81°44'38"	55.64'
C2	39.50'	235°22'29"	16.46'
C3	20.00'	90°00'00"	31.42'
C4	20.00'	90°00'00"	31.42'
C5	39.00'	70°11'07"	47.77'
C6	21.00'	21°20'21"	7.82'
C7	39.50'	32°40'25"	22.53'
C8	21.00'	31°47'27"	11.65'
C9	39.00'	81°5'22"	5.62'
C10	21.00'	53°07'48"	19.47'
C11	39.00'	72°56'41"	49.65'
C12	39.50'	9°08'04"	6.31'
C13	48.50'	46°30'18"	39.37'
C14	39.00'	14°34'43"	9.92'

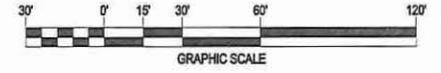
TRACT 8208

TRACT 8208

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

SCALE: 1" = 30' NOVEMBER 2015



BASIS OF BEARINGS:

THE MONUMENT LINE OF CEDAR BOULEVARD TAKEN AS NORTH 32°28'48" EAST
 BETWEEN FOUND MONUMENTS SHOWN ON PARCEL MAP NO. 1725, FILED MAY 13,
 1976 IN BOOK 89 OF MAPS, PAGE 90, ALAMEDA COUNTY RECORDS.

LEGEND

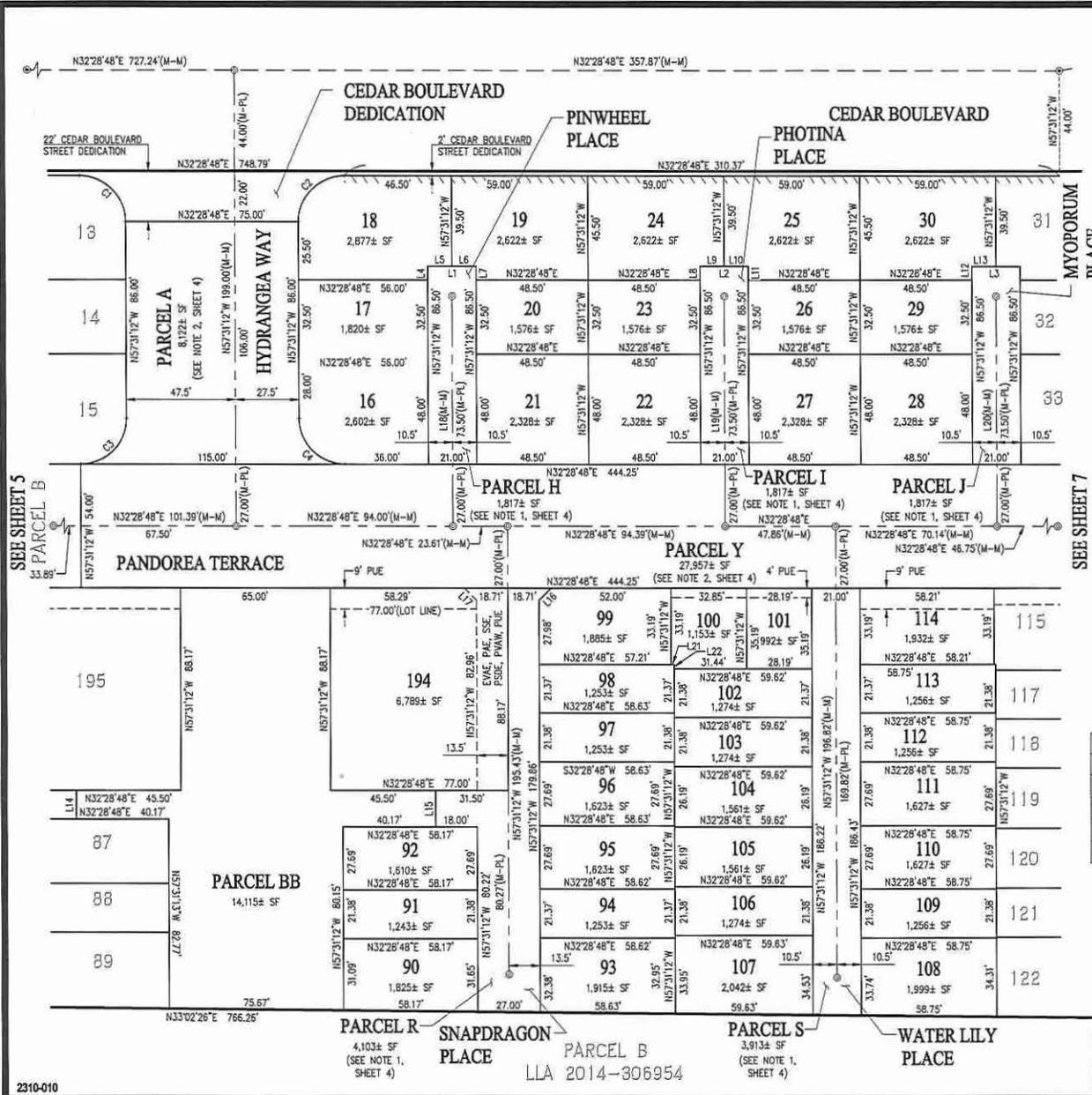
SEE SHEET 3

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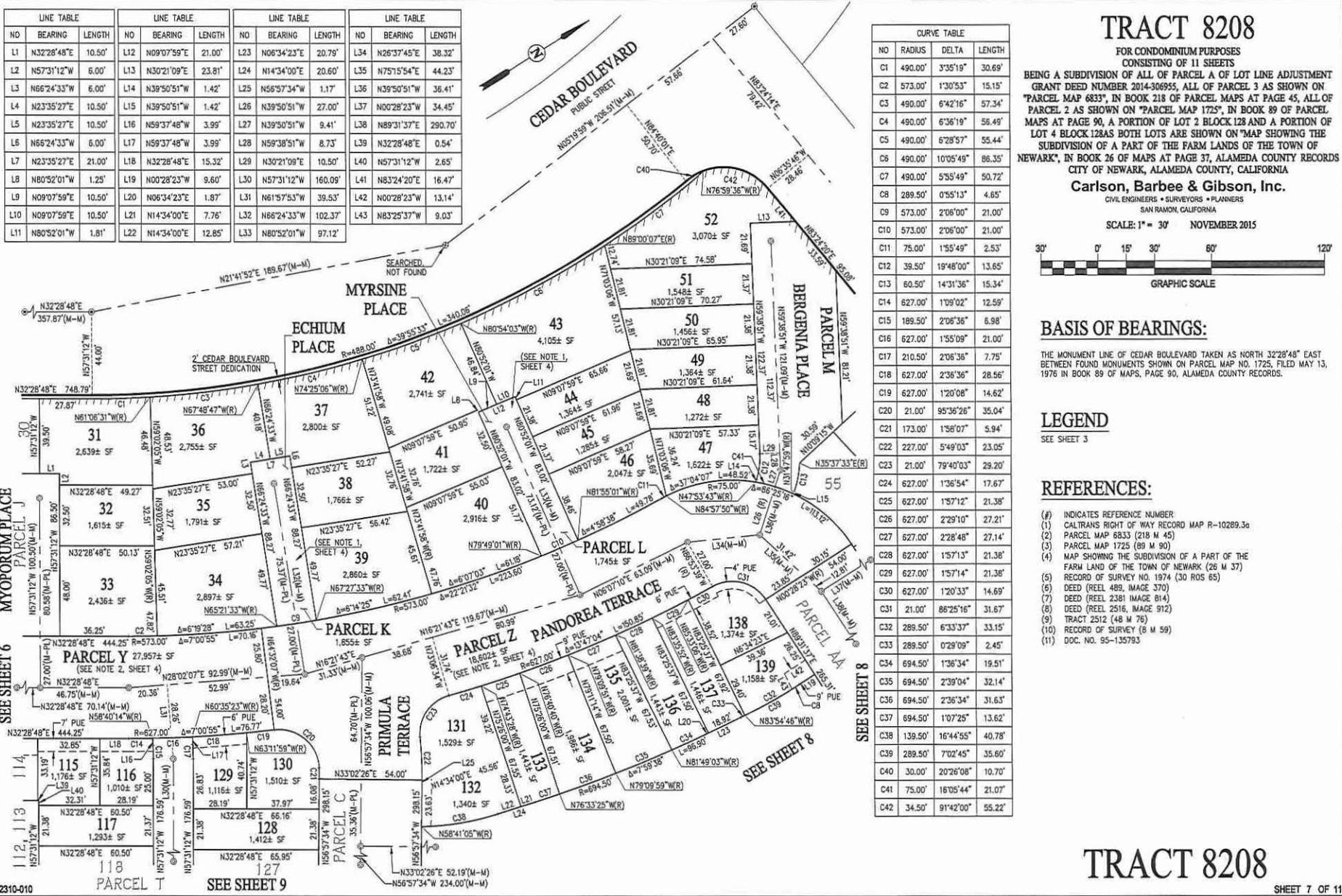
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L10	N32°28'48"E	10.50'
L11	N57°31'12"W	6.00'
L12	N57°31'11"W	6.00'
L13	N32°28'48"E	10.50'
L14	N57°31'12"W	12.55'
L15	N57°31'12"W	15.92'
L16	N12°31'12"W	7.36'
L17	N77°28'48"E	7.36'
L18	N57°31'12"W	100.50'
L19	N57°31'12"W	100.50'
L20	N57°31'12"W	100.50'
L21	N32°28'48"E	1.42'
L22	N57°31'12"W	2.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'00"	31.42'
C2	20.00'	90°00'00"	31.42'
C3	20.00'	90°00'00"	31.42'
C4	20.00'	90°00'00"	31.42'



TRACT 8208

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO	BEARING	LENGTH	NO	BEARING	LENGTH	NO	BEARING	LENGTH	NO	BEARING	LENGTH
L1	N32°28'48"E	10.50'	L12	N09°07'59"E	21.00'	L23	N06°34'23"E	20.79'	L34	N26°37'45"E	38.32'
L2	N57°31'12"W	6.00'	L13	N30°21'09"E	23.81'	L24	N14°34'00"E	20.60'	L35	N75°15'54"E	44.23'
L3	N66°24'33"W	6.00'	L14	N39°50'51"W	1.42'	L25	N56°57'34"W	1.17'	L36	N39°50'51"W	36.41'
L4	N23°35'27"E	10.50'	L15	N39°50'51"W	1.42'	L26	N39°50'51"W	27.00'	L37	N00°28'23"W	34.45'
L5	N23°35'27"E	10.50'	L16	N59°37'48"W	3.99'	L27	N39°50'51"W	9.41'	L38	N89°31'37"E	290.70'
L6	N66°24'33"W	6.00'	L17	N59°37'48"W	3.99'	L28	N59°38'51"W	8.73'	L39	N32°28'48"E	0.54'
L7	N23°35'27"E	21.00'	L18	N32°28'48"E	15.32'	L29	N30°21'09"E	10.50'	L40	N57°31'12"W	2.65'
L8	N80°52'01"W	1.25'	L19	N00°28'23"W	9.60'	L30	N57°31'12"W	160.09'	L41	N83°24'20"E	16.47'
L9	N09°07'59"E	10.50'	L20	N06°34'23"E	1.87'	L31	N61°57'53"W	39.53'	L42	N00°28'23"W	13.14'
L10	N09°07'59"E	10.50'	L21	N14°34'00"E	7.76'	L32	N66°24'33"W	102.37'	L43	N83°25'37"W	9.03'
L11	N80°52'01"W	1.81'	L22	N14°34'00"E	12.85'	L33	N80°52'01"W	97.12'			



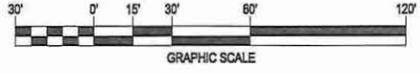
CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	490.00'	3°35'19"	30.69'
C2	573.00'	1°30'53"	15.15'
C3	490.00'	6°42'16"	57.34'
C4	490.00'	6°36'19"	56.49'
C5	490.00'	6°28'57"	55.44'
C6	490.00'	10°05'49"	86.35'
C7	490.00'	5°55'49"	50.72'
C8	289.50'	0°55'13"	4.65'
C9	573.00'	2°08'00"	21.00'
C10	573.00'	2°06'00"	21.00'
C11	75.00'	1°55'49"	2.53'
C12	38.50'	19°48'00"	13.65'
C13	60.50'	14°31'36"	15.34'
C14	627.00'	1°09'02"	12.59'
C15	189.50'	2°06'36"	8.98'
C16	627.00'	1°55'09"	21.00'
C17	210.50'	2°06'36"	7.75'
C18	627.00'	2°38'36"	28.56'
C19	627.00'	1°20'08"	14.62'
C20	21.00'	95°36'26"	35.04'
C21	173.00'	1°58'07"	5.94'
C22	227.00'	5°49'03"	23.05'
C23	21.00'	79°40'03"	29.20'
C24	627.00'	1°36'54"	17.67'
C25	627.00'	1°57'12"	21.38'
C26	627.00'	2°29'10"	27.21'
C27	627.00'	2°28'48"	27.14'
C28	627.00'	1°57'13"	21.38'
C29	627.00'	1°57'14"	21.38'
C30	627.00'	1°20'33"	14.69'
C31	21.00'	86°25'16"	31.67'
C32	289.50'	6°33'37"	33.15'
C33	289.50'	0°29'09"	2.45'
C34	694.50'	1°36'34"	19.51'
C35	694.50'	2°39'04"	32.14'
C36	694.50'	2°36'34"	31.63'
C37	694.50'	1°07'25"	13.62'
C38	139.50'	16°44'55"	40.78'
C39	289.50'	7°02'45"	35.60'
C40	30.00'	20°28'08"	10.70'
C41	75.00'	16°05'44"	21.07'
C42	34.50'	91°42'00"	55.22'

TRACT 8208

FOR CONDOMINIUM PURPOSES
 CONSISTING OF 11 SHEETS
 BEING A SUBDIVISION OF ALL OF PARCEL A OF LOT LINE ADJUSTMENT
 GRANT DEED NUMBER 2014-306955, ALL OF PARCEL 3 AS SHOWN ON
 "PARCEL MAP 6833", IN BOOK 218 OF PARCEL MAPS AT PAGE 45, ALL OF
 PARCEL 2 AS SHOWN ON "PARCEL MAP 1725", IN BOOK 89 OF PARCEL
 MAPS AT PAGE 90, A PORTION OF LOT 2 BLOCK 128 AND A PORTION OF
 LOT 4 BLOCK 128AS BOTH LOTS ARE SHOWN ON "MAP SHOWING THE
 SUBDIVISION OF A PART OF THE FARM LANDS OF THE TOWN OF
 NEWARK", IN BOOK 26 OF MAPS AT 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' NOVEMBER 2015



BASIS OF BEARINGS:

THE MONUMENT LINE OF CEDAR BOULEVARD TAKEN AS NORTH 32°28'48" EAST
 BETWEEN FOUND MONUMENTS SHOWN ON PARCEL MAP NO. 1725, FILED MAY 13,
 1976 IN BOOK 89 OF MAPS, PAGE 90, ALAMEDA COUNTY RECORDS.

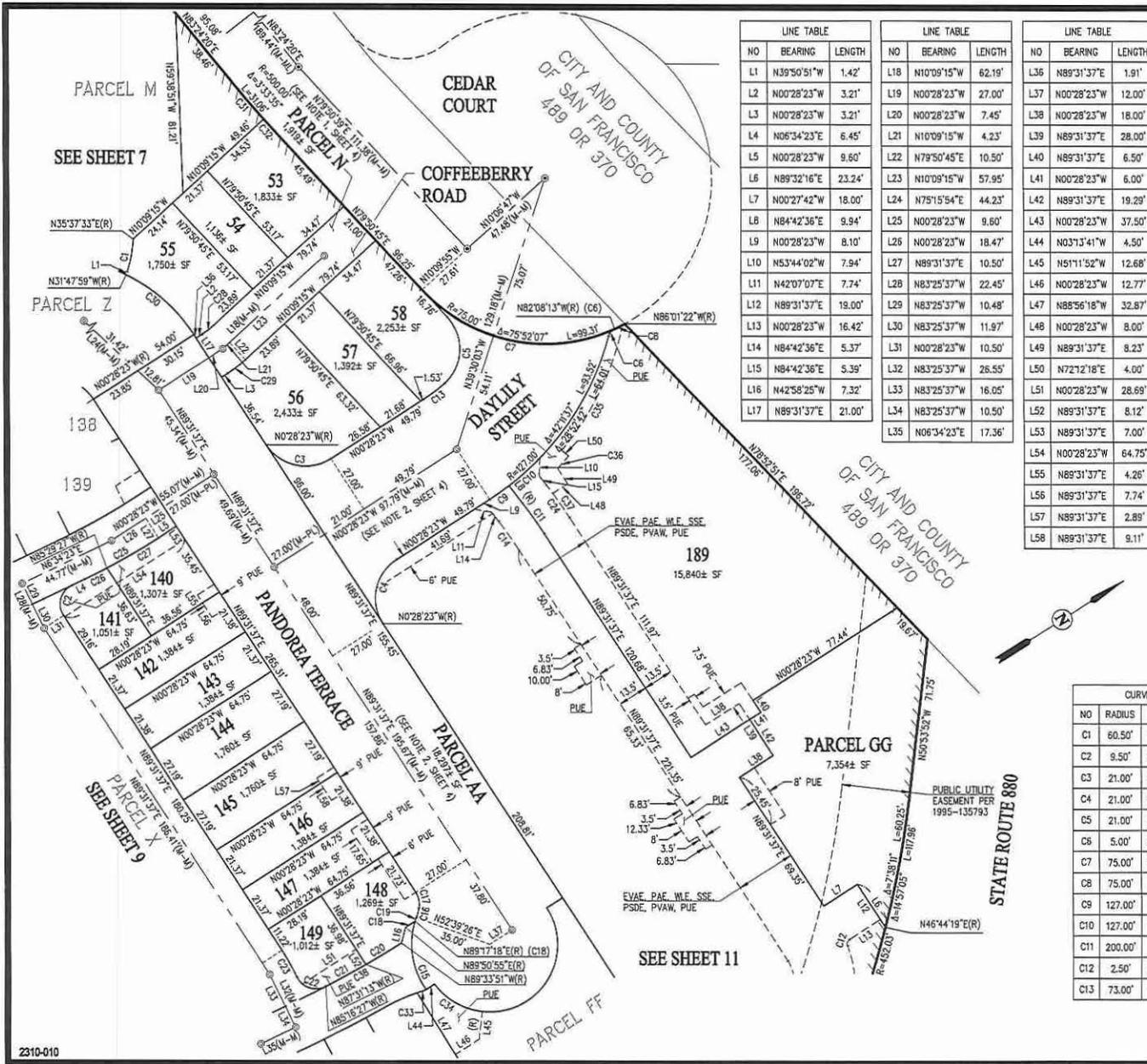
LEGEND

SEE SHEET 3

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) CALTRANS RIGHT OF WAY RECORD MAP R-10289.36
- (2) PARCEL MAP 6833 (218 M 45)
- (3) PARCEL MAP 1725 (89 M 80)
- (4) MAP SHOWING THE SUBDIVISION OF A PART OF THE FARM LAND OF THE TOWN OF NEWARK (26 M 37)
- (5) RECORD OF SURVEY NO. 1974 (30 ROS 65)
- (6) DEED (REEL 489, IMAGE 370)
- (7) DEED (REEL 2381, IMAGE 814)
- (8) DEED (REEL 2516, IMAGE 912)
- (9) TRACT 2512 (48 M 76)
- (10) RECORD OF SURVEY (8 M 59)
- (11) DOC. NO. 95-135793

TRACT 8208



LINE TABLE		
NO	BEARING	LENGTH
L1	N39°50'51"W	1.42'
L2	N00°28'23"W	3.21'
L3	N00°28'23"W	3.21'
L4	N06°54'23"E	6.45'
L5	N00°28'23"W	9.60'
L6	N89°32'16"E	23.24'
L7	N00°27'42"W	18.00'
L8	N84°42'36"E	9.94'
L9	N00°28'23"W	8.10'
L10	N53°44'02"W	7.94'
L11	N42°07'07"E	7.74'
L12	N89°31'37"E	19.00'
L13	N00°28'23"W	16.42'
L14	N84°42'36"E	5.37'
L15	N84°42'36"E	5.39'
L16	N42°58'25"W	7.32'
L17	N89°31'37"E	21.00'

LINE TABLE		
NO	BEARING	LENGTH
L18	N10°09'15"W	62.19'
L19	N00°28'23"W	27.00'
L20	N00°28'23"W	7.45'
L21	N10°09'15"W	4.23'
L22	N79°50'45"E	10.50'
L23	N10°09'15"W	57.95'
L24	N75°15'54"E	44.23'
L25	N00°28'23"W	9.60'
L26	N00°28'23"W	18.47'
L27	N89°31'37"E	10.50'
L28	N83°25'37"W	22.45'
L29	N83°25'37"W	10.48'
L30	N83°25'37"W	11.97'
L31	N00°28'23"W	10.50'
L32	N83°25'37"W	28.55'
L33	N83°25'37"W	16.05'
L34	N83°25'37"W	10.50'
L35	N06°54'23"E	17.36'

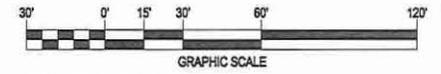
LINE TABLE		
NO	BEARING	LENGTH
L36	N89°31'37"E	1.91'
L37	N00°28'23"W	12.00'
L38	N00°28'23"W	18.00'
L39	N89°31'37"E	28.00'
L40	N89°31'37"E	6.50'
L41	N00°28'23"W	6.00'
L42	N89°31'37"E	19.29'
L43	N00°28'23"W	37.50'
L44	N03°13'41"W	4.50'
L45	N51°11'52"W	12.68'
L46	N00°28'23"W	12.77'
L47	N85°56'18"W	32.87'
L48	N00°28'23"W	8.00'
L49	N89°31'37"E	8.23'
L50	N72°12'18"E	4.00'
L51	N00°28'23"W	28.69'
L52	N89°31'37"E	8.12'
L53	N89°31'37"E	7.00'
L54	N00°28'23"W	64.75'
L55	N89°31'37"E	4.26'
L56	N89°31'37"E	7.74'
L57	N89°31'37"E	2.89'
L58	N89°31'37"E	9.11'

TRACT 8208

FOR CONDOMINIUM PURPOSES
CONSISTING OF 11 SHEETS
BEING A SUBDIVISION OF ALL OF PARCEL A OF LOT LINE ADJUSTMENT
GRANT DEED NUMBER 2014-306955, ALL OF PARCEL 3 AS SHOWN ON
"PARCEL MAP 6833", IN BOOK 218 OF PARCEL MAPS AT PAGE 45, ALL OF
PARCEL 2 AS SHOWN ON "PARCEL MAP 1725", IN BOOK 89 OF PARCEL
MAPS AT PAGE 90, A PORTION OF LOT 2 BLOCK 128 AND A PORTION OF
LOT 4 BLOCK 128AS BOTH LOTS ARE SHOWN ON "MAP SHOWING THE
SUBDIVISION OF A PART OF THE FARM LANDS OF THE TOWN OF
NEWARK", IN BOOK 26 OF MAPS AT 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' NOVEMBER 2015



BASIS OF BEARINGS:

THE MONUMENT LINE OF CEDAR BOULEVARD TAKEN AS NORTH 32°28'48" EAST
BETWEEN FOUND MONUMENTS SHOWN ON PARCEL MAP NO. 1725, FILED MAY 13,
1976 IN BOOK 89 OF MAPS, PAGE 90, ALAMEDA COUNTY RECORDS.

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) CALTRANS RIGHT OF WAY RECORD MAP R-10289.36
- (2) PARCEL MAP 6833 (218 M 45)
- (3) PARCEL MAP 1725 (89 M 90)
- (4) MAP SHOWING THE SUBDIVISION OF A PART OF THE FARM LAND OF THE TOWN OF NEWARK (26 M 37)
- (5) RECORD OF SURVEY NO. 1974 (30 ROS 65)
- (6) DEED (REEL 489, IMAGE 370)
- (7) DEED (REEL 2381, IMAGE 814)
- (8) DEED (REEL 2516, IMAGE 912)
- (9) TRACT 2512 (48 M 76)
- (10) RECORD OF SURVEY (8 M 59)
- (11) DOC. NO. 95-135793

LEGEND

SEE SHEET 3

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	60.50'	14°31'36"	15.34'
C2	9.50'	9°7'02"45"	16.09'
C3	21.00'	90°00'00"	32.99'
C4	21.00'	90°00'00"	32.99'
C5	21.00'	90°20'23"	33.11'
C6	5.00'	50°31'46"	4.41'
C7	75.00'	72°24'09"	94.77'
C8	75.00'	3°53'09"	5.09'
C9	127.00'	4°49'00"	10.68'
C10	127.00'	8°29'53"	18.84'
C11	200.00'	4°49'01"	16.81'
C12	2.50'	78°51'20"	3.44'
C13	73.00'	9°20'29"	11.90'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C14	186.50'	4°49'01"	15.68'
C15	35.00'	53°07'48"	32.46'
C16	25.00'	10°17'48"	4.49'
C17	10.00'	42°50'00"	7.48'
C18	518.50'	0°33'37"	5.07'
C19	35.00'	3°00'06"	1.83'
C20	523.50'	2°02'37"	16.67'
C21	523.50'	2°14'46"	20.52'
C22	9.50'	91°54'24"	15.24'
C23	110.50'	7°06'10"	13.70'
C24	213.50'	4°49'01"	17.95'
C25	310.50'	7°02'45"	36.18'
C26	310.50'	2°03'50"	11.16'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C27	310.50'	4°58'56"	27.00'
C28	39.50'	9°40'52"	6.67'
C29	60.50'	9°40'52"	10.22'
C30	75.00'	31°19'36"	41.01'
C31	500.00'	2°40'46"	23.39'
C32	500.00'	0°52'49"	7.68'
C33	89.50'	2°49'17"	4.41'
C34	30.50'	47°58'11"	25.54'
C35	132.00'	27°41'14"	63.79'
C36	136.00'	3°09'03"	7.48'
C37	213.50'	3°32'00"	13.17'

TRACT 8208



NO	BEARING	LENGTH
L1	N59°37'48"W	3.99'
L2	N59°37'48"W	3.99'
L3	N00°28'23"W	9.60'
L4	N00°28'23"W	9.60'
L5	N06°34'23"E	20.79'

NO	BEARING	LENGTH
L6	N14°34'00"E	20.60'
L7	N14°34'00"E	15.43'
L8	N14°34'00"E	20.60'
L9	N14°34'00"E	5.18'
L10	N78°02'26"E	7.36'
L11	N00°28'23"W	5.43'

NO	BEARING	LENGTH
L12	N33°02'26"E	9.58'
L13	N56°57'34"W	0.73'
L14	N06°34'23"E	14.34'
L15	N06°34'23"E	20.79'
L16	N00°28'23"W	6.45'
L17	N33°02'26"E	5.00'

NO	BEARING	LENGTH
L18	N69°55'16"W	29.78'
L19	N69°55'16"W	19.28'
L20	N69°55'16"W	10.50'
L21	N33°02'26"E	52.19'

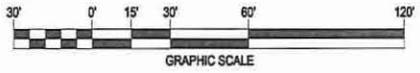
NO	BEARING	LENGTH
L22	N14°34'00"E	43.24'
L23	N06°34'23"E	43.75'
L24	N06°34'23"E	44.77'
L25	N89°31'37"E	10.50'
L26	N00°28'23"W	18.47'
L27	N00°28'23"W	55.07'
L28	N00°28'23"W	36.60'
L29	N75°26'00"W	10.47'
L30	N75°26'00"W	10.58'
L31	N06°34'23"E	20.79'
L32	N89°31'37"E	6.16'
L33	N00°28'23"W	10.50'
L34	N83°25'37"W	16.05'
L35	N83°25'37"W	10.50'
L36	N83°25'37"W	26.55'
L37	N06°34'23"E	3.43'

TRACT 8208

FOR CONDOMINIUM PURPOSES
 CONSISTING OF 11 SHEETS
 BEING A SUBDIVISION OF ALL OF PARCEL A OF LOT LINE ADJUSTMENT
 GRANT DEED NUMBER 2014-306955, ALL OF PARCEL 3 AS SHOWN ON
 "PARCEL MAP 6833", IN BOOK 218 OF PARCEL MAPS AT PAGE 45, ALL OF
 PARCEL 2 AS SHOWN ON "PARCEL MAP 1725", IN BOOK 89 OF PARCEL
 MAPS AT PAGE 90, A PORTION OF LOT 2 BLOCK 128 AND A PORTION OF
 LOT 4 BLOCK 128AS BOTH LOTS ARE SHOWN ON "MAP SHOWING THE
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 CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA

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

SCALE: 1" = 30' NOVEMBER 2015



BASIS OF BEARINGS:

THE MONUMENT LINE OF CEDAR BOULEVARD TAKEN AS NORTH 32°28'48" EAST
 BETWEEN FOUND MONUMENTS SHOWN ON PARCEL MAP NO. 1725, FILED MAY 13,
 1976 IN BOOK 89 OF MAPS, PAGE 90, ALAMEDA COUNTY RECORDS.

LEGEND

SEE SHEET 3

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) CALTRANS RIGHT OF WAY RECORD MAP R-10289-3a
- (2) PARCEL MAP 6833 (218 M 45)
- (3) PARCEL MAP 1725 (89 M 90)
- (4) MAP SHOWING THE SUBDIVISION OF A PART OF THE FARM LAND OF THE TOWN OF NEWARK (26 M 37)
- (5) RECORD OF SURVEY NO. 1974 (30 RS 65)
- (6) DEED (REEL 489, IMAGE 370)
- (7) DEED (REEL 2381 IMAGE 814)
- (8) DEED (REEL 2516, IMAGE 912)
- (9) TRACT 2512 (48 M 76)
- (10) RECORD OF SURVEY (8 M 59)
- (11) DOC. NO. 95-135793

SEE SHEET 6



NO	RADIUS	DELTA	LENGTH
C1	627.00'	1°55'09"	21.00'
C2	189.50'	2°06'36"	6.98'
C3	210.50'	2°06'36"	7.75'
C4	139.50'	16°44'55"	40.78'
C5	289.50'	7°02'45"	35.60'
C6	160.50'	13°23'33"	37.53'
C7	160.50'	3°34'35"	10.02'
C8	9.50'	101°02'19"	16.75'
C9	89.50'	7°26'07"	11.61'

NO	RADIUS	DELTA	LENGTH
C10	110.50'	11°56'48"	23.04'
C11	9.50'	92°07'56"	15.28'
C12	373.50'	0°09'02"	0.98'
C13	19.50'	9°39'51"	3.29'
C14	110.50'	11°32'48"	22.27'
C15	110.50'	0°24'01"	0.77'
C16	373.50'	6°18'03"	41.07'
C17	9.50'	94°40'41"	15.70'
C18	373.50'	2°21'29"	15.37'



NO	RADIUS	DELTA	LENGTH
C19	373.50'	2°19'24"	15.15'
C20	373.49'	0°02'05"	0.23'
C21	89.50'	11°26'15"	17.87'
C22	928.50'	0°51'16"	13.85'
C23	25.00'	29°55'35"	13.06'
C24	25.00'	29°55'35"	13.06'
C25	715.50'	2°56'26"	36.72'
C26	9.50'	69°20'18"	11.50'
C27	715.50'	2°52'09"	35.83'

NO	RADIUS	DELTA	LENGTH
C28	9.50'	97°02'45"	16.09'
C29	2.50'	90°00'00"	3.93'
C30	110.50'	7°06'10"	13.70'
C31	89.47'	7°19'26"	11.44'
C32	310.50'	7°02'45"	38.18'
C33	715.50'	0°28'54"	6.02'
C34	715.50'	1°42'09"	21.26'
C35	928.50'	2°03'16"	33.29'
C36	928.50'	1°02'56"	17.00'

NO	RADIUS	DELTA	LENGTH
C37	9.50'	89°53'13"	14.90'
C38	928.50'	0°09'53"	2.67'
C39	523.50'	1°50'50"	16.88'
C40	9.50'	91°54'24"	15.24'
C41	160.50'	16°58'28"	47.55'
C42	364.50'	1°20'29"	8.53'
C43	919.50'	1°18'30"	21.00'
C44	914.50'	0°45'07"	12.00'
C45	919.50'	1°30'58"	24.33'

NO	RADIUS	DELTA	LENGTH
C46	35.00'	53°00'58"	32.39'
C47	43.00'	19°40'06"	14.76'
C48	35.00'	50°08'23"	30.63'
C49	44.00'	49°47'00"	38.23'

NO	BEARING	NO	BEARING
R1	N32°38'25"E	R6	N58°41'05"W
R2	N75°23'55"W	R7	N09°57'04"E
R3	N76°17'15"W	R8	N09°43'03"W
R4	N71°51'25"W	R9	N89°38'41"E
R5	N58°27'32"W	R10	N39°51'41"E

TRACT 8208

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) CALTRANS RIGHT OF WAY RECORD MAP R-10289.3c
- (2) PARCEL MAP 6833 (218 M 45)
- (3) PARCEL MAP 1725 (89 M 90)
- (4) MAP SHOWING THE SUBDIVISION OF A PART OF THE FARM LAND OF THE TOWN OF NEWARK (26 M 37)
- (5) RECORD OF SURVEY NO. 1974 (30 ROS 65)
- (6) DEED (REEL 489, IMAGE 370)
- (7) DEED (REEL 2381, IMAGE 814)
- (8) DEED (REEL 2516, IMAGE 912)
- (9) TRACT 2512 (4B M 76)
- (10) RECORD OF SURVEY (8 M 59)
- (11) DOC. NO. 95-135793

BASIS OF BEARINGS:

THE MONUMENT LINE OF CEDAR BOULEVARD TAKEN AS NORTH 32°28'48" EAST BETWEEN FOUND MONUMENTS SHOWN ON PARCEL MAP NO. 1725, FILED MAY 13, 1976 IN BOOK 89 OF MAPS, PAGE 90, ALAMEDA COUNTY RECORDS.

LEGEND

SEE SHEET 11

LINE TABLE			LINE TABLE			LINE TABLE		
NO	BEARING	LENGTH	NO	BEARING	LENGTH	NO	BEARING	LENGTH
L1	N56°23'29"W	16.58'	L12	N06°34'23"E	20.79'	L23	N67°32'26"W	8.76'
L2	N43°38'05"W	5.62'	L13	N42°58'25"W	7.32'	L24	N22°27'32"E	11.05'
L3	N43°38'05"W	5.62'	L14	N00°25'53"W	5.07'	L25	N71°31'31"W	8.25'
L4	N56°46'36"E	10.00'	L15	N06°34'23"E	20.79'	L26	N73°33'16"W	8.63'
L5	N69°00'00"W	2.71'	L16	N08°56'48"E	3.81'	L27	N16°26'44"E	11.13'
L6	N33°02'26"E	50.02'	L17	N12°51'23"E	7.11'	L28	N76°27'22"W	8.33'
L7	N20°04'44"E	43.62'	L18	N14°34'00"E	20.60'	L29	N14°34'00"E	17.58'
L8	N69°55'16"W	29.78'	L19	N89°56'18"W	3.57'	L30	N67°48'36"W	9.40'
L9	N69°55'16"W	19.28'	L20	N65°50'01"W	23.16'	L31	N33°02'26"E	5.00'
L10	N69°55'16"W	10.50'	L21	N52°39'22"E	10.71'			
L11	N06°34'23"E	17.36'	L22	N05°14'17"W	3.57'			

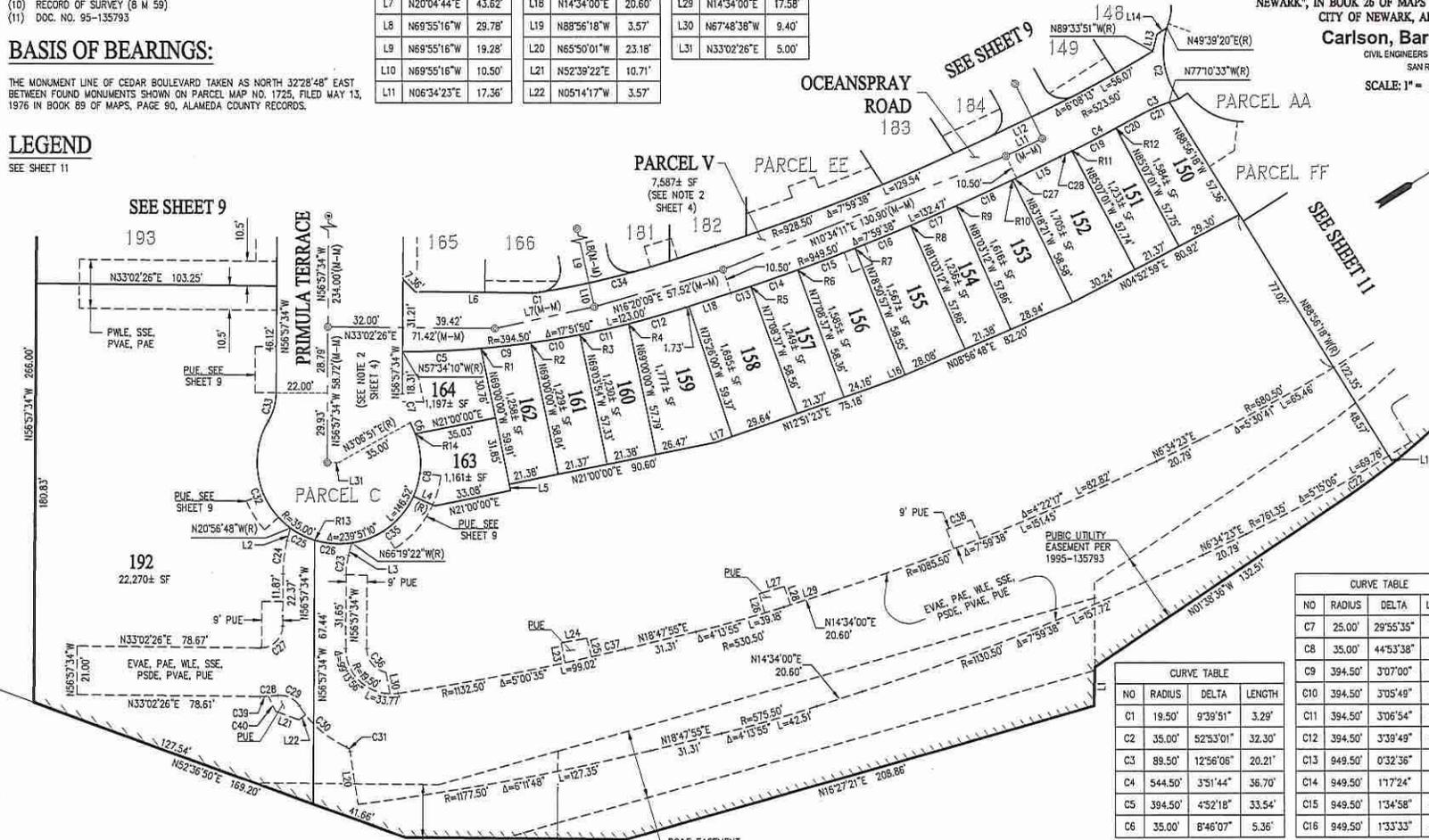
RADIAL TABLE		RADIAL TABLE		RADIAL TABLE	
NO	BEARING	NO	BEARING	NO	BEARING
R1	N62°26'14"W	R6	N77°15'59"W	R11	N84°01'02"W
R2	N65°32'33"W	R7	N78°50'57"W	R12	N86°15'59"W
R3	N68°39'17"W	R8	N80°24'30"W	R13	N40°12'56"W
R4	N71°45'36"W	R9	N81°41'53"W	R14	N11°52'58"E
R5	N75°58'36"W	R10	N83°18'21"W		

TRACT 8208

FOR CONDOMINIUM PURPOSES
CONSISTING OF 11 SHEETS
BEING A SUBDIVISION OF ALL OF PARCEL A OF LOT LINE ADJUSTMENT GRANT DEED NUMBER 2014-306955, ALL OF PARCEL 3 AS SHOWN ON "PARCEL MAP 6833", IN BOOK 218 OF PARCEL MAPS AT PAGE 45, ALL OF PARCEL 2 AS SHOWN ON "PARCEL MAP 1725", IN BOOK 89 OF PARCEL MAPS AT PAGE 90, A PORTION OF LOT 2 BLOCK 128 AND A PORTION OF LOT 4 BLOCK 128AS BOTH LOTS ARE SHOWN ON "MAP SHOWING THE SUBDIVISION OF A PART OF THE FARM LANDS OF THE TOWN OF NEWARK", IN BOOK 26 OF MAPS AT 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' NOVEMBER 2015



NO	RADIUS	DELTA	LENGTH
C17	949.50'	1°17'24"	21.38'
C18	949.50'	1°36'28"	26.64'
C19	544.50'	2°14'58"	21.38'
C20	544.50'	1°01'22"	9.72'
C21	89.50'	10°06'48"	15.80'
C22	314.02'	4°19'51"	23.74'
C23	36.50'	13°19'29"	8.49'
C24	63.50'	13°19'29"	14.77'
C25	35.00'	19°16'08"	11.77'
C26	35.00'	26°06'26"	15.95'
C27	9.50'	90°00'00"	14.92'
C28	60.50'	7°16'37"	7.68'
C29	9.50'	64°41'54"	10.73'
C30	46.50'	33°33'49"	27.24'
C7	25.00'	29°55'35"	13.06'
C8	35.00'	44°53'38"	27.42'
C9	394.50'	3°07'00"	21.46'
C10	394.50'	3°05'49"	21.32'
C11	394.50'	3°06'54"	21.45'
C12	394.50'	3°39'49"	25.22'
C13	949.50'	0°32'36"	9.00'
C14	544.50'	3°51'44"	36.70'
C15	949.50'	1°34'58"	26.23'
C16	35.00'	8°46'07"	5.36'

NO	RADIUS	DELTA	LENGTH
C1	19.50'	9°39'51"	3.29'
C2	35.00'	52°53'01"	32.30'
C3	89.50'	12°56'06"	20.21'
C4	544.50'	3°51'44"	36.70'
C5	394.50'	4°52'18"	33.54'
C6	35.00'	8°46'07"	5.36'

TRACT 8208

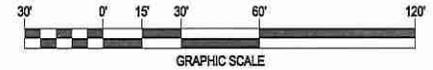
FOR CONDOMINIUM PURPOSES
CONSISTING OF 11 SHEETS

BEING A SUBDIVISION OF ALL OF PARCEL A OF LOT LINE ADJUSTMENT GRANT DEED NUMBER 2014-506955, ALL OF PARCEL 3 AS SHOWN ON "PARCEL MAP 6833", IN BOOK 218 OF PARCEL MAPS AT PAGE 45, ALL OF PARCEL 2 AS SHOWN ON "PARCEL MAP 1725", IN BOOK 89 OF PARCEL MAPS AT PAGE 90, A PORTION OF LOT 2 BLOCK 128 AND A PORTION OF LOT 4 BLOCK 128AS BOTH LOTS ARE SHOWN ON "MAP SHOWING THE SUBDIVISION OF A PART OF THE FARM LANDS OF THE TOWN OF NEWARK", IN BOOK 26 OF MAPS AT 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' NOVEMBER 2015



BASIS OF BEARINGS:

THE MONUMENT LINE OF CEDAR BOULEVARD TAKEN AS NORTH 32°28'48" EAST BETWEEN FOUND MONUMENTS SHOWN ON PARCEL MAP NO. 1725, FILED MAY 13, 1976 IN BOOK 89 OF MAPS, PAGE 90, ALAMEDA COUNTY RECORDS.

LEGEND

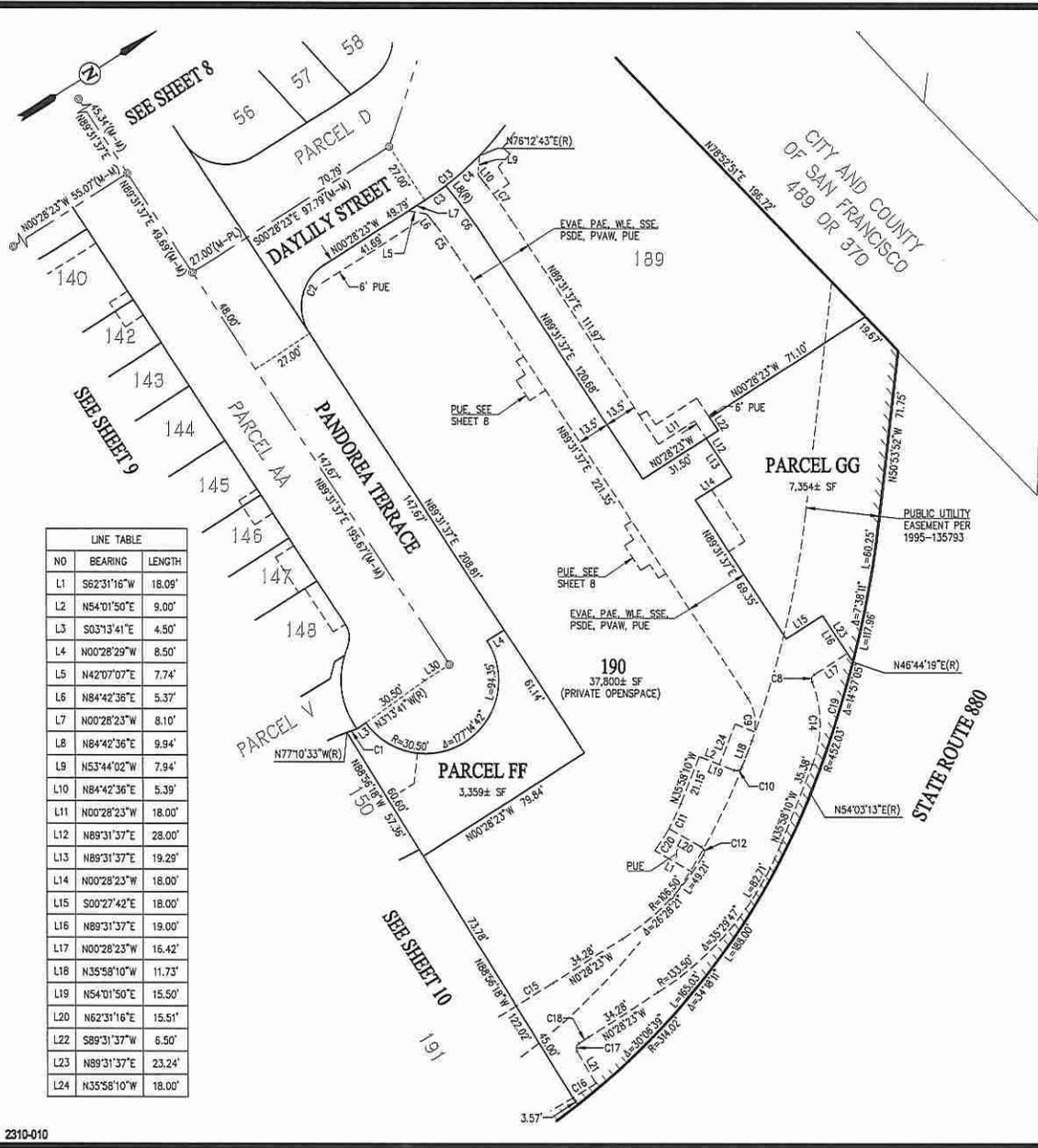
	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	OLD LOT LINE
	EASEMENT LINE
	MONUMENT LINE
	(R)
	(M-M)
	FOUND STANDARD STREET MONUMENT
	SET STANDARD STREET MONUMENT
	SET 5/8" REBAR AND CAP, LS 7960
	EVAE
	PAE
	PSDE
	PUE
	PVAW
	PWLE
	SSE
	WLE
	ABUTTER'S RIGHTS RELINQUISHED

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	89.50'	2°49'17"	4.41'
C2	21.00'	90°00'00"	32.99'
C3	127.00'	4°49'01"	10.68'
C4	127.00'	8°28'53"	18.84'
C5	186.50'	4°49'01"	15.68'
C6	200.00'	4°49'01"	16.81'
C7	213.50'	4°49'01"	17.95'
C8	2.50'	78°51'20"	3.44'
C9	19.50'	54°30'13"	18.55'
C10	2.50'	90°00'00"	3.93'
C11	88.50'	7°29'55"	11.58'
C12	2.50'	90°32'00"	3.95'
C13	127.00'	1°31'8.55"	29.51'
C14	46.50'	43°21'33"	35.19'
C15	680.50'	1°32'04"	18.23'
C16	725.50'	0°53'36"	11.31'
C17	2.50'	87°37'12"	3.82'
C18	707.50'	0°23'34"	4.85'
C19	452.03'	7°18'54"	57.71'
C20	88.50'	7°08'00"	11.02'

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) CALTRANS RIGHT OF WAY RECORD MAP R-10289.30
- (2) PARCEL MAP 6833 (218 M 45)
- (3) PARCEL MAP 1725 (89 M 90)
- (4) MAP SHOWING THE SUBDIVISION OF A PART OF THE FARM LAND OF THE TOWN OF NEWARK (25 M 37)
- (5) RECORD OF SURVEY NO. 1974 (30 ROS 65)
- (6) DEED (REEL 489, IMAGE 370)
- (7) DEED (REEL 2381, IMAGE 614)
- (8) DEED (REEL 2516, IMAGE 912)
- (9) TRACT 2512 (48 M 76)
- (10) RECORD OF SURVEY (8 M 59)
- (11) DOC. NO. 95-135793

TRACT 8208



LINE TABLE		
NO	BEARING	LENGTH
L1	S62°31'16"W	18.09'
L2	N54°01'50"E	9.00'
L3	S03°13'41"E	4.50'
L4	N00°28'29"W	8.50'
L5	N42°07'07"E	7.74'
L6	N84°42'36"E	5.37'
L7	N00°28'23"W	8.10'
L8	N84°42'36"E	9.94'
L9	N53°44'02"W	7.94'
L10	N84°42'36"E	5.39'
L11	N00°28'23"W	18.00'
L12	N89°31'37"E	28.00'
L13	N89°31'37"E	19.29'
L14	N00°28'23"W	18.00'
L15	S00°27'42"E	18.00'
L16	N89°31'37"E	19.00'
L17	N00°28'23"W	16.42'
L18	N35°58'10"W	11.73'
L19	N54°01'50"E	15.50'
L20	N62°31'16"E	15.51'
L22	S89°31'37"W	6.50'
L23	N89°31'37"E	23.24'
L24	N35°58'10"W	18.00'



City of Newark

MEMO

DATE: November 2, 2015
TO: City Council
FROM: Sheila Harrington, City Clerk *S.H.*
SUBJECT: Approval of Audited Demands for the City Council Meeting of November 12, 2015.

REGISTER OF AUDITED DEMANDS

Bank of America General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
October 16, 2015	Pages 1-3	106038 to 106151	Inclusive
October 22, 2015	Page 1	106152 to 106153	Inclusive
November 02, 2015	Pages 1-2	106154 to 106249	Inclusive



City of Newark

RECEIVED
NOV 3 2015
CITY CLERK

MEMO

DATE: November 2, 2015
TO: Sheila Harrington, City Clerk
FROM: Susie Woodstock, Administrative Services Director *SKW*
SUBJECT: Approval of Audited Demands for the City Council Meeting of November 12, 2015.

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

Final Disbursement List. Check Date 10/16/15, Due Date 11/30/15, Discount Date 11/30/15. Computer Checks.
 Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
106038	10658	4LEAF INC	10/16/15	366.66	FY15-16 CONTRACT BLDG INSP. SERVICES
106039	10	ABC FIRE PROTECTION INC	10/16/15	348.74	FY15-16 FIRE EXTIGUISHER
106040	10223	LEXISNEXIS RISK DATA MANAGEMENT INC	10/16/15	444.00	BACKGROUND CHECKS
106041	11094	ACME AUTO LEASING, LLC	10/16/15	1,909.44	ARMORED RESCUE VEH LEASE
106042	332	ADAMSON POLICE PRODUCTS PROFESSIONAL POL	10/16/15	3,799.31	MISCELLANEOUS PURCHASES
106043	344	ALAMEDA COUNTY WATER DISTRICT	10/16/15	1,517.33	FY15-16 WATER USAGE
106044	5821	ALL CITY MANAGEMENT SERVICES, INC	10/16/15	6,595.47	CROSSING GUARD SVCS
106045	12	ALLIED AUTO STORES INC	10/16/15	2,411.96	FY15-16 AUTO SUPPLIES
106046	348	AT&T	10/16/15	269.60	ANNUAL TELECOM FY2015-16
106047	1963	BAILEY FENCE COMPANY INC	10/16/15	4,100.00	RAMP REPLACEMENT AT COMMUNITY CENTER
106048	134	BATTERY SYSTEMS	10/16/15	184.41	FY15-16 BATTERIES
106049	9680	BAY CENTRAL PRINTING	10/16/15	472.26	BUSINESS CARD IMPRINTING
106050	1905	BAY EQUIPMENT AND REPAIR	10/16/15	122.50	FY 15-16 TRUCK AND HEAVY EQUIPMENT REPAIR
106051	1131	BAY ISLAND OFFICIALS ASSOCIATION ATTN FR	10/16/15	1,259.00	SPORTS OFFICIATING
106052	23	FRANK BONETTI PLUMBING INC	10/16/15	125.00	CLEAR RESTROOMS AT SPORTSFIELDS
106053	2970	MICHAEL BONNIE COMPUTER CONSULTING GROUP	10/16/15	375.00	BUILDING PERMIT SOFTWARE MAINT.
106054	9888	BUREAU VERITAS NORTH AMERICA INC FILE 59	10/16/15	12,135.96	BLDG INSPECTION SERVICES
106055	1513	BURTON'S FIRE INC	10/16/15	3,489.22	ANNUAL ON ENGINE #241
106056	4739	CALIFORNIA MUNICIPAL STATISTICS INC	10/16/15	475.00	CAFR STATISTICAL PACKAGE
106057	11317	CALIFORNIA RETAINING WALLS CO	10/16/15	2,250.00	RETAINING WALL REPAIRS AT LAKESHORE PARK
106058	11011	CHANDLER GARAGE DOOR	10/16/15	7,287.75	DOOR PREVENTATIVE MAINTENANCE
106059	458	CHEVRON AND TEXACO BUSINESS CARD SERVICE	10/16/15	572.80	FY15-16 FUEL CHARGES
106060	11104	CI TECHNOLOGIES, INC	10/16/15	1,224.00	TOW FUND PURCHASE
106061	6304	CLASSIC GRAPHICS T & J LEWIS INC	10/16/15	1,145.76	FY15-16 AUTOBODY REPAIRS
106062	10970	COCA COLA REFRESHMENTS UNION CITY SALES	10/16/15	416.14	CAFE PURCHASES
106063	10060	COMCAST	10/16/15	13.95	FY15-16 CABLE AT SERVICE CENTER
106064	1109	CAPITAL ONE COMMERCIAL	10/16/15	1,367.67	SUPPLIES
106065	10649	WESTCOAST PLUMBING	10/16/15	193.60	CANCELLED PLUMBING WORK
106066	10793	JAIRO GONZALEZ	10/16/15	100.00	REFUND PARTY DEPOSIT
106067	10793	PAISLEY TURNER	10/16/15	100.00	REFUND PARTY DEPOSIT
106068	10793	ESTEFANA CORTINAS	10/16/15	15.00	REFUND
106069	10793	RANDALL DUNN	10/16/15	60.00	REFUND
106070	10793	ERNEST J TILLEY	10/16/15	495.00	REFUND BASKETBALL LEAGUE
106071	10793	MARVIE BLAGTON	10/16/15	300.00	REFUND RENTAL DEPOSIT
106072	10793	INSYNCKATHAK DANCE SCHOOL	10/16/15	300.00	REFUND RENTAL DEPOSIT
106073	10793	ARRON JONES	10/16/15	495.00	REFUND BASKETBALL LEAGUE
106074	63	THE GOODYEAR TIRE & RUBBER CO	10/16/15	382.80	FY15-16 TIRES
106075	7183	DEMARAY'S GYMNASTICS ACADEMY	10/16/15	63.70	8/8/15-9/19/15 SESSION
106076	4482	DEPARTMENT OF MOTOR VEHICLES STELLA NERV	10/16/15	20.00	UB DMV FEE PLATE REPLACEMENT
106077	11081	DIVISION OF STATE ARCHITECT ATTN: SB 118	10/16/15	95.06	STATE CASP FEES SB1186 SEPT 2015
106078	11291	DOGTAG AIRSOFT INC	10/16/15	3,133.03	UB AIRSOFT EQUIPMENT
106079	11132	SEAN ERIKSEN	10/16/15	200.00	TASER TRAINING
106080	4731	EWING IRRIGATION PRODUCTS INC	10/16/15	331.98	IRRIGATION SUPPLIES
106081	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	10/16/15	615.58	VISION PREMIUM
106082	10642	FASTENAL COMPANY	10/16/15	328.05	MISC PARTS/SUPPLIES
106083	1120	FORENSIC ANALYTICAL SCIENCES, INC	10/16/15	435.00	LAB TESTS
106084	5106	CITY OF FREMONT FINANCIAL SERVICES OFFIC	10/16/15	4,832.50	SHELTER OPERATING EXPS
106085	1	CITY OF FREMONT POLICE S.A.C.N.E.T.	10/16/15	965.00	ASSET FORFEITURE
106086	1660	FREMONT FENCE INC	10/16/15	500.00	FY15-16 CITYWIDE FENCE REPAIR
106087	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: P	10/16/15	112.81	FY15-16 FORD PARTS
106088	11224	FREMONT RECYCLING & TRANSFER STATION	10/16/15	12,418.50	GARBAGE SERVICES

Final Disbursement List. Check Date 10/16/15, Due Date 11/30/15, Discount Date 11/30/15. Computer Checks.

Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
106089	2215	FREMONT WHEEL & BRAKE	10/16/15	80.00	FY15-16 ALIGNEMENTS
106090	10983	G BORTOLOTTI & CO INC	10/16/15	488,866.63	PROJECT 1093, 2015 AC STREET OVERLAY PRO
106091	11307	GROUP 4 ARCHITECTURE, RESEARCH & PLANNIN	10/16/15	14,364.19	CONTRACT COSTS
106092	167	HARRIS COMPUTER SYSTEMS	10/16/15	9,762.43	SELECT FINANCE SYSTEM MAINTENANCE FY2015
106093	10663	HOSE & FITTING ETC	10/16/15	10.53	FY15-16 HYDRAULIC HOSES, PARTS AND REPAI
106094	11123	I PIZZA	10/16/15	532.10	PIZZAS FOR CAFE & PARTIES
106095	9614	ICLEI USA INC	10/16/15	600.00	MEMBERSHIP RENEWAL FOR 2016
106096	187	INDUSTRIAL SAFETY SUPPLY	10/16/15	85.51	FY15-16 SAFETY GEAR
106097	6009	JT2 INTEGRATED RESOURCES CORPORATE ACCOU	10/16/15	3,435.61	ANNUAL PO FOR WORKER'S COMP ADMINISTRATI
106098	4064	ADECELLI KOVACH	10/16/15	972.10	NON-POST TRAINING
106099	1522	JAMES LEAL	10/16/15	601.34	EMPLOYEE APPRECIATE LUNCH SUPPLIES & FOO
106100	6713	DAVID LEE	10/16/15	435.40	CATO CONF TRAINING
106101	3644	LEXISNEXIS	10/16/15	160.00	ONLINE LEGAL RESEARCH SUBSCRIPTION
106102	7189	LINCOLN EQUIPMENT INC	10/16/15	407.49	POOL CHEMICALS AND EQUIPMENT
106103	11319	LYCRA SOLUTIONS INC	10/16/15	335.00	RASHGUARDS
106104	80	LYNN PEAVEY COMPANY	10/16/15	166.54	EVIDENCE SUPPLIES
106105	11134	RATTANA MANALO	10/16/15	109.00	ZUMBA FITNESS CLASS 9/2-10/3/15
106106	11309	MANUEL FERNANDEZ CONSTRUCTION	10/16/15	2,815.40	PARK BENCH REPAIRS
106107	11205	MARINA ZEPEDA TRI COUNTY BLDG MAINT	10/16/15	19,737.80	FY15-16 JANITORIAL SERVICES
106108	9029	MEYERS NAVE RIBACK SILVER & WILSON	10/16/15	7,447.50	LEGAL CONSULTING
106109	7335	MUNICIPAL MAINTENANCE EQUIPMENT INC	10/16/15	1,179.63	SWEEPER REPAIR
106110	10886	MUNISERVICES, LLC ATTN: BILLING DEPT.	10/16/15	565.88	BUSINESS LICENSE DISCOVERY
106111	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	10/16/15	3,553.85	USED OIL KITS
106112	1738	NEWARK BETTERMENT CORPORATION	10/16/15	371.88	DONATION
106113	11089	NEWARK AUTO SERVICE	10/16/15	455.90	FY15-16 AUTO REPAIRS
106114	10091	NOWDOCS INTERNATIONAL, INC NOWFORMS DIVI	10/16/15	768.09	CHECK STOCK/TAX SUPPLIES
106115	601	OAKLAND ASA ATTN JOHN GOUVEIA	10/16/15	140.00	REGISTRATIONS FOR 2015
106116	5190	PACIFIC COAST SEED INC	10/16/15	3,034.50	SEED FOR RE-SEEDING MCGREGOR AND SPORTSF
106117	349	PACIFIC GAS & ELECTRIC	10/16/15	103.38	FY15-16 STREET/TRAFFIC LIGHT ENERGY COST
106118	11062	PCD	10/16/15	1,001.79	COUNCIL CHAMBERS A/V POWER SUPPLY REPLAC
106119	2460	PERS LONG-TERM CARE PROGRAM	10/16/15	67.54	LONG TERM CARE PREMIUM
106120	10729	PETTY CASH CUSTODIAN-POLICE BEVERLY RYAN	10/16/15	655.92	PETTY CASH REPLENISHMENT
106121	329	PHOENIX GROUP INFORMATION SYSTEMS	10/16/15	144.30	PARKING CITATION PROGRAM
106122	11330	POLICE TECHNICAL 661	10/16/15	375.00	NON-POST INV TRAINING
106123	3674	PRIORITY 1 PUBLIC SAFETY EQUIPMENT INSTA	10/16/15	100.00	FY15-16 CUISER CHANGE OVER AND RADIO REP
106124	10668	PRUDENTIAL OVERALL SUPPLY	10/16/15	1,627.89	UNIFORM/TOWELS/MATS
106125	4176	MICHAEL QUEBEC	10/16/15	930.00	SENIOR AEROBICS 09/1-9/30/15
106126	11323	RAMBOLL ENVIRON US CORP	10/16/15	888.28	ENVIRONMENTAL CONSULTING
106127	9811	REDFLEX TRAFFIC SYSTEMS	10/16/15	18,800.00	REDLIGHT CAMERA MONITORING
106128	11283	DOMINGO REYNOLDS	10/16/15	378.00	BOOT CAMP 7/14-9/16/15
106129	112	WILLE ELECTRICAL SUPPLY CO INC	10/16/15	227.54	FY15-16 ELECTRICAL SUPPLIES
106130	9381	SCHINDLER ELEVATOR CORPORATION	10/16/15	1,309.44	FY15-16 FIRE STATION ELEVATOR REPAIR/MAI
106131	11277	SHRED-IT USA	10/16/15	241.16	SHREDDING SVCS
106132	377	SIMON & COMPANY INC	10/16/15	1,860.34	LEGISLATIVE SERVICES
106133	11297	SOFT RESOURCES LLC	10/16/15	9,300.00	FINANCE SOFTWARE EVALUATION
106134	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	10/16/15	150.00	PAYROLL DEDUCTION - GARNISHMENT
106135	10804	STONERIDGE CHRYSLER JEEP DODGE OF DUBLIN	10/16/15	3,386.02	FY15-16 DODGE PARTS/SERVICE
106136	676	SUMMIT UNIFORMS CORP	10/16/15	5,017.74	VEST REPLACEMENT
106137	11142	SUN RIDGE SYSTEMS INC	10/16/15	800.00	RIMS CONFERENCE
106138	11306	SUNGARD PUBLIC SECTOR INC	10/16/15	29,375.00	CIP PROJECT 1043 - BUILDING PERMIT SOFTW
106139	10583	SWIMOUTLET.COM SPIRALEDGE, INC.	10/16/15	99.96	RETAIL ITEMS

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
106140	1765	TEMPERATURE TECHNOLOGY INC	10/16/15	6,187.49	FY15-16 HVAC REPAIRS AT SILLIMAN
106141	11316	TENT CRAFT INC	10/16/15	4,930.36	TOW FUND
106142	4639	TREASURER OF ALAMEDA COUNTY PUBLIC WORKS	10/16/15	69,173.00	ANNUAL INVOICE FOR ALAMEDA COUNTY CLEAN
106143	5246	TURF STAR INC	10/16/15	5,129.33	REPAIRS TO #402
106144	7517	U S FOODS INC SAN FRANCISCO	10/16/15	622.38	CAFE PURCHASES
106145	11278	UNITED SHIELD INTERNATIONAL LLC	10/16/15	9,911.00	BALLISTIC HELMETS; APPROVAL 2015-19
106146	9541	UNITED SITE SERVICES	10/16/15	177.60	PORTABLE RESTROOM
106147	3446	UNIVERSAL SPECIALTIES INC	10/16/15	77.87	FY15-16 PLUMBING SUPPLIES
106148	5623	VERIZON WIRELESS	10/16/15	931.75	GPS TRACKER/IPHONE SVC
106149	7684	WARNACO SWIMWEAR GRP/AFC	10/16/15	256.71	GOGGLES
106150	10822	WEE HOOP INC C/O DINAH SHAH	10/16/15	300.00	WEE HOOP 08/25-9/22/15
106151	5050	WEST COAST ARBORISTS INC	10/16/15	34,927.25	RETENTION PAYMENT
Total				851,629.88	

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
106152	9888	BUREAU VERITAS NORTH AMERICA INC FILE 59	10/23/15	3,346.65	BLDG INSPECTION SERVICES
106153	882	C.L.E.A.R.S., INC WENDY WILSON, CLEARS S	10/23/15	400.00	CLEARS CONFERENCE
Total				3,746.65	

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MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
106154	10658	4LEAF INC	10/30/15	27,883.69	FY15-16 CONTRACT BLDG INSP. SERVICES
106155	332	ADAMSON POLICE PRODUCTS PROFESSIONAL POL	10/30/15	177.97	MISCELLANEOUS PURCHASES
106156	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	10/30/15	1,571.00	PAYROLL - SHORT TERM DISABILITY PREM
106157	413	AIR EXCHANGE INC	10/30/15	1,331.86	PLYMOVENT SERVICE CALL
106158	1774	AIRGAS USA, LLC	10/30/15	51.14	FY15-16 WELDING SUPPLIES
106159	3853	COUNTY OF ALAMEDA INTERNAL AUDIT UNIT RI	10/30/15	1,393.00	CITATION PROCESSING FEES
106160	287	ALAMEDA COUNTY SHERIFF'S OFFICE GREGORY	10/30/15	542.50	CRIME LAB FEES
106161	7743	ALL AMERICAN RENTALS INC	10/30/15	21.38	PROPANE RENTAL
106162	348	AT&T	10/30/15	369.43	ANNUAL TELECOM FY2015-16
106163	1085	AT&T	10/30/15	38.90	LONG DISTANCE TELECOM FY2015-16
106164	10990	BADAWI & ASSOCIATES	10/30/15	27,088.20	AUDITING SERVICES
106165	134	BATTERY SYSTEMS	10/30/15	472.51	FY15-16 BATTERIES
106166	4534	BAY AREA BARRICADE SERVICE INC	10/30/15	545.00	CITY OF NEWARK CLARK W. REDEKER SENIOR C
106167	3007	JOHN BECKER	10/30/15	17.48	ICE FOR EMPLOYEE APPRECIATION LUNCH
106168	3046	BEELINE GLASS CO INC	10/30/15	233.63	DOOR REPAIR
106169	9888	BUREAU VERITAS NORTH AMERICA INC FILE 59	10/30/15	5,282.20	BLDG INSPECTION SERVICES
106170	1521	MICHAEL CARROLL	10/30/15	160.50	COMMAND COLLEGE EXPENSES
106171	214	CENTRAL VETERINARY HOSPITAL	10/30/15	799.18	VET SVCS
106172	6304	CLASSIC GRAPHICS T & J LEWIS INC	10/30/15	7,239.69	FY15-16 AUTOBODY REPAIRS
106173	11076	CRIME SCENE CLEANERS INC	10/30/15	70.00	CAR 1904
106174	242	CROP PRODUCTION SERVICES	10/30/15	8,122.77	FY15-16 PESTICIDES
106175	10649	LIDO AUTO CARE, INC	10/30/15	2,500.00	EP# 2014-250 DEPOSIT REFUND
106176	10649	STREAMLINE PLUMBING	10/30/15	1,000.00	EP# 2012-138 DEPOSIT REFUND
106177	10649	MWH GLOBAL	10/30/15	1,000.00	EP# 2015-275 DEPOSIT REFUND
106178	10649	DANIEL TOY	10/30/15	1,000.00	EP# 2014-377 DEPOSIT REFUND
106179	10649	ALANIZ CONSTRUCTION	10/30/15	1,000.00	EP# 2015-0037 DEPOSIT REFUND
106180	10793	KAREN GALLEGOS	10/30/15	15.00	PROCESSING FEE REFUND
106181	10793	MARION SILVA	10/30/15	34.00	PARTIAL REFUND FOR AQUATICS CLASS
106182	41	DALE HARDWARE	10/30/15	145.63	FY15-16 MISC SUPPLIES
106183	7631	DELTA DENTAL	10/30/15	6,569.16	PAYROLL - DENTAL PREMIUM
106184	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	10/30/15	454.63	PAYROLL - DENTAL PREMIUM
106185	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	10/30/15	162.00	ANNUAL PO FOR FINGERPRINTING FEES
106186	184	DEPARTMENT OF TRANSPORTATION CASHIER HQ	10/30/15	787.75	FY15-16 SHARED COSTS FOR TRAFFIC SIGNALS
106187	11291	DOGTAG AIRSOFT INC	10/30/15	596.00	UB AIRSOFT EQUIPMENT
106188	9511	DWYS LLC DBA RENAISSANCE TOTS, LLC ATTN	10/30/15	223.00	RECREATION CONTRACT
106189	11030	E POLY STAR INC	10/30/15	1,137.66	FY15-16 TRASH LINERS/ CONTAINERS
106190	309	EMBLEM ENTERPRISES INC	10/30/15	333.74	SET PATCHES
106191	310	EQUIFAX INFORMATION SVCS LLC	10/30/15	50.84	ANNUAL PO FOR CREDIT REPORTS
106192	11314	FH DAILEY CHEVROLET	10/30/15	78.38	PART FOR VEHICLE #141
106193	1733	FIRST BAPTIST CHURCH	10/30/15	80.00	DONATION
106194	1120	FORENSIC ANALYTICAL SCIENCES, INC	10/30/15	578.00	LAB TESTS
106195	5106	CITY OF FREMONT FINANCIAL SERVICES OFFIC	10/30/15	106,996.95	SHELTER OPERATING EXPS
106196	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: P	10/30/15	47.10	FY15-16 FORD PARTS
106197	3416	GAMETIME	10/30/15	2,452.65	PLAYGROUND EQUIPMENT
106198	7783	GOLDEN WEST TRAVEL INC	10/30/15	2,700.00	ROSIE THE RIVETER TRIP
106199	5197	KAREN GRAVES	10/30/15	34.00	PARTIAL REFUND FOR AQUATICS CLASSES
106200	1457	HOME DEPOT CREDIT SERVICES DEPT 32-25409	10/30/15	224.62	FY15-16 MIS SUPPLIES
106201	10663	HOSE & FITTING ETC	10/30/15	34.60	FY15-16 HYDRAULIC HOSES, PARTS AND REPAI
106202	187	INDUSTRIAL SAFETY SUPPLY	10/30/15	28.53	FY15-16 SAFETY GEAR
106203	73	THE ED JONES CO INC	10/30/15	1,465.61	BADGES & INSIGNIA
106204	6009	JT2 INTEGRATED RESOURCES CORPORATE ACCOU	10/30/15	28,177.56	ANNUAL PO FOR WORKER'S COMP TRUST FUND R

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106205	10486	SHAKATI KHALSA	10/30/15	461.00	RECREATION CONTRACT
106206	1469	KING KOVERS OF FREMONT	10/30/15	125.00	UPHOLSTERY REPAIR
106207	10943	KRONOS INCORPORATED	10/30/15	215.00	UB TELESTAFF UPGRADE
106208	293	LANGUAGE LINE SERVICES INC	10/30/15	529.45	INTERPRETATION SVCS
106209	4135	LEAGUE OF VOLUNTEERS OF NEWARK ATTN: SHI	10/30/15	300.00	RENTAL DEPOSIT REFUND
106210	6713	DAVID LEE	10/30/15	270.39	EXP REIM FOR TASER INSTRUCTOR CERT COURS
106211	11246	LOOMIS ARMORED	10/30/15	583.50	ARMORED CAR SERVICE
106212	9117	RICHARD LOPEZ	10/30/15	88.25	NON-POST TRAINING 08/03-08/06/15
106213	8218	JOLIE MACIAS	10/30/15	2,250.16	EMPLOYEE COMPUTER PURCHASE ORDER MAC BOO
106214	11205	MARINA ZEPEDA TRI COUNTY BLDG MAINT	10/30/15	2,350.00	FY15-16 JANITORIAL SERVICES
106215	11271	MASAKOS MUSIC STUDIO MASAKO YAMAMOTO	10/30/15	695.40	RECREATION CONTRACT
106216	7618	METLIFE SBC	10/30/15	1,687.49	PAYROLL - LONG DISTANCE DISABILITY PREM
106217	11089	NEWPARK AUTO SERVICE	10/30/15	1,456.04	AC REPAIR
106218	10829	KOUROSH NIKOUI NIKOUI & ASSOC-FORENSIC I	10/30/15	1,705.00	LATENT PRINTS
106219	10918	ANKAR CYCLES, INC dba OAKLAND HARLEY-DAV	10/30/15	337.35	M23 REPAIR
106220	4603	OHLONE VETERINARY EMERGENCY CLINIC	10/30/15	768.26	VET SVCS
106221	349	PACIFIC GAS & ELECTRIC	10/30/15	77,959.26	FY15-16 STREET/TRAFFIC LIGHT ENERGY COST
106222	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	10/30/15	125.00	FY15-16 PEST MANAGEMENT
106223	2460	PERS LONG-TERM CARE PROGRAM	10/30/15	67.54	LONG TERM CARE PREMIUM
106224	1017	RONALD POSADAS	10/30/15	1,527.90	RIMS CONF 10/13/15-10/16/15
106225	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	10/30/15	143.66	PRINT JOB FOR SPECIFICATIONS FOR PROJECT
106226	3674	PRIORITY 1 PUBLIC SAFETY EQUIPMENT INSTA	10/30/15	381.50	FY15-16 PD CAR OUTFITTING
106227	8813	PROFORCE LAW ENFORCEMENT	10/30/15	69.20	2014 JAG GRANT
106228	10668	PRUDENTIAL OVERALL SUPPLY	10/30/15	1,893.25	UNIFORM/MATS/TOWELS
106229	107	RALEY'S SUPERSTORES IN STORE CHARGE-ACCT	10/30/15	66.72	SENIOR CENTER SUPPLIES
106230	11234	RAY MORGAN COMPANY	10/30/15	2,827.52	COPIER LEASE AGREEMENT
106231	1459	MATT REYMUNDO	10/30/15	579.96	RIMS CONF 10/12/15-10/16/15
106232	7939	CONNIE RIMBEY	10/30/15	275.00	RENTAL DEPOSIT REFUND
106233	11332	RUSSELL BLOWERS	10/30/15	70.55	UT REFUND
106234	654	SFPUC-WATER DEPARTMENT CUSTOMER SERVICE	10/30/15	2,947.13	FY15-16 HETCH HETCHY RENT
106235	112	WILLE ELECTRICAL SUPPLY CO INC	10/30/15	629.04	FY15-16 ELECTRICAL SUPPLIES
106236	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	10/30/15	170.00	WEB HOSTING, SPAM FILTERING & SECURITY S
106237	1506	DONNA SHEARN	10/30/15	79.93	MILEAGE REIM FOR LEVOC CONF
106238	9005	SIAGA SILA	10/30/15	475.00	RENTAL DEPOSIT REFUND
106239	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	10/30/15	150.00	PAYROLL DEDUCTION - GARNISHMENT
106240	1765	TEMPERATURE TECHNOLOGY INC	10/30/15	445.00	FY15-16 HVAC REPAIRS AT SILLIMAN
106241	146	THYSSENKRUPP ELEVATOR CORPORATION	10/30/15	3,434.58	FY15-16 CITY HALL ELEVATOR REPAIR/SERVIC
106242	5246	TURF STAR INC	10/30/15	523.44	PARTS FOR #402
106243	688	UNION SANITARY DISTRICT ATTENTION ACCOUN	10/30/15	35,216.56	ANNUAL SEWER SERVICE FEE
106244	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	10/30/15	312.04	PAYROLL PREMIUMS EO246926
106245	10998	GARY M SHELDON VBS SERVICES	10/30/15	450.00	BLOOD WITHDRAWAL SVC
106246	5623	VERIZON WIRELESS	10/30/15	370.97	FY15-16 SERVICE FOR IPADS
106247	339	WASHINGTON HOSPITAL GENERAL ACCOUNTING	10/30/15	200.00	LAB TRSTS
106248	5050	WEST COAST ARBORISTS INC	10/30/15	67,660.75	FY15-16 TREE WORK
106249	340	WITMER-TYSON IMPORTS	10/30/15	500.00	K9 TRAINING/SUPPLIES
Total				456,693.23	