

CITY OF NEWARK CITY COUNCIL

371 01 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, December 8, 2016

- A. ROLL CALL

- B. MINUTES
 - B.1 Approval of Minutes of the regular City Council meeting of Thursday, November 10, 2016. (MOTION)

- C. PRESENTATIONS AND PROCLAMATIONS
 - C.1 Declaring the results of the General Municipal Election of November 8, 2016 – from City Clerk Harrington. (RESOLUTION)(MOTION)(ORDINANCE)
 - C.2 Presentation of election certificates and administration of Oath of Office – from City Clerk Harrington.
 - C.3 Commending Police Commander Renny Lawson on his retirement. (COMMENDATION)
 - C.4 Commending Deputy Fire Marshall Holly Guier on her retirement. (COMMENDATION)

- D. WRITTEN COMMUNICATIONS

- E. PUBLIC HEARINGS
 - E.1 Hearing to consider a Conditional Use Permit (U-16-16) to allow DeVry University to operate in an existing building located at 8000 Jarvis Avenue (APN: 537-853-38) – from Assistant Planner Bowab. (RESOLUTION)

F. CITY MANAGER REPORTS

(It is recommended that Items F.1 through F.6 be acted on simultaneously unless separate discussion and/or action is requested by a Council Member or a member of the audience.)

CONSENT

- F.1 Approval of the Final Map and Subdivision Improvement Agreement for Tract 8098 - Glass Bay (TH-HW Newark, LLC), a 217-unit residential subdivision at 8400 Enterprise Drive in the Dumbarton Transit-Oriented Development Specific Plan project area – from Associate Civil Engineer Cangco. (RESOLUTION)**
- F.2 Approval of the Final Map and Subdivision Improvement Agreement for Tract 8157 - Lighthouse (Lennar Homes of California, Inc.), an 88-unit residential subdivision at 37521 Willow Street in the Dumbarton Transit-Oriented Development Specific Plan project area – from Associate Civil Engineer Cangco. (RESOLUTION)**
- F.3 Approval of the 2017 Local Appointments List – from City Clerk Harrington. (MOTIONS-3)**
- F.4 Acceptance of the Annual Report on Newark Development Impact Fees for Fiscal Year 2015-2016 in accordance with Government Code Section 66006(b) – from Assistant Planner Bowab and Assistant City Manager Grindall. (MOTION)**
- F.5 Approval of Agreements and Documents Associated with Authoring the State Board of Equalization to administer the Transactions and Use Tax – from Administrative Services Director Woodstock. (RESOLUTIONS – 3)**
- F.6 Authorization for the City to accept the U.S. Department of Homeland Security, California Governor’s Office of Emergency Services (Cal OES) 2015 State Homeland Security Grant – from Police Commander Carroll. (RESOLUTION)**

NONCONSENT

- F.7 Approval of solid waste collection and recycling services maximum rates for 2017 with an increase of 1.0% over 2016 maximum rates – from Administrative Services Director Woodstock. (RESOLUTION)**

- F.8 Approval of Measure D Expenditure Plan and Amendment of the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Year 2016-2017 – from Administrative Services Director Woodstock. (RESOLUTION)

G. CITY ATTORNEY REPORTS

- G.1 Claim of Rajnesh Kumar – from City Clerk Harrington. (MOTION)

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

- I.1 Appointment of Mayor Pro Tempore and authorization for the Mayor Pro Tempore to sign and endorse checks, warrants, and other instruments – from Mayor Nagy. (MOTION)(RESOLUTION)
- I.2 Appointments of City Council Members to agencies, boards, commissions, and committees – from Mayor Nagy. (RESOLUTION)

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

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

Approval of Audited Demands for the City Council meeting of December 8, 2016. (MOTION)

M. CLOSED SESSION

- M.1 Closed session for conference with Labor Negotiators pursuant to California Government Code Section 54957.6. Agency designated representatives: Human Resources Director Abe and Assistant City Manager Grindall, Employee Group: the Newark Police Association – from City Attorney Benoun and Human Resources Director Abe.

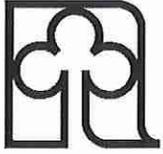
M.2 Closed session for conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(2), Anticipated Litigation: One case – from Human Resources Director Abe and City Attorney Benoun.

M.3 Closed Session for Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1), Existing Litigation, Thimon v. City of Newark et al.; Alameda County Superior Court Case No. HG15756417– from City Attorney Benoun.

N. ADJOURNMENT

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

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



CITY OF NEWARK CITY COUNCIL

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

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

draft

Thursday, November 10, 2016

A. ROLL CALL

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

B. MINUTES

B.1 Approval of Minutes of the special and regular City Council meetings of Thursday, October 27, 2016. MOTION

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

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Presentation from the Alameda County Mosquito Abatement District.

District Manager Ryan Clausnitzer and Board Trustee Eric Hentschke provide an update on the District's activities. (Presentation on file with City Clerk.)

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

E.1 Approval to make a finding that City modifications to the state codes are reasonably necessary because of local climatic, geological, or topographical conditions and hearing to consider amending the Newark Municipal Code Title 15 (Buildings and Construction), Article I (Building Regulations), Chapters 15.08 (Building Code), 15.09 (Residential Code), 15.10 (Mechanical Code), 15.12 (Electrical Code), 15.16 (Plumbing Code), 15.17 (Fire Code), 15.18 (California Referenced Standards Code), 15.20 (California Historical Building Code), 15.21 (California Existing Building Code), 15.22 (California Energy Code), and 15.23 (California Green Building Standards Code). MOTION APPROVED

ORDINANCE NO. 494

Chief Building Official/City Architect Collier reviewed the proposed amendments and recommended approving the codes as presented.

Mayor Nagy opened the public hearing at 8:09 p.m.

No one came forward to speak.

Mayor Nagy closed the public hearing at 8:10 p.m.

Vice Mayor Freitas moved, Council Member Bucci seconded to by motion, make a finding that City modifications to the state codes are reasonably necessary because of local climatic, geological, or topographical conditions and adopt an ordinance to amend Newark Municipal Code Title 15 (Buildings and Construction), Article I (Building Regulations), Chapters 15.08 (Building Code), 15.09 (Residential Code), 15.10 (Mechanical Code), 15.12 (Electrical Code), 15.16 (Plumbing Code), 15.17 (Fire Code), 15.18 (California Referenced Standards Code), 15.20 (California Historical Building Code), 15.21 (California Existing Building Code), 15.22 (California Energy Code), and 15.23 (California Green Building Standards Code). The motion passed, 5 AYES.

F. CITY MANAGER REPORTS

City Manager Becker requested the removal of F.3.

Council Member Hannon moved, Council Member Collazo seconded, to approve Consent Calendar Items F.1, F.2, and F.4, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions. The motion passed, 5 AYES.

CONSENT

- F.1 Cancellation of the November 24 and December 22, 2016 City Council meetings. MOTION APPROVED**
- F.2 Authorization to amend the 2016-2018 Biennial Budget to provide additional funding for engineering contractual services for Fiscal Year 2016-2017 in the Public Works Department. RESOLUTION NO. 10569**
- F.4 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. 10,425. RESOLUTION NO. 10570**

NONCONSENT**F.3 Authorization for staff to prepare and submit a Measure D Expenditure Plan and Amendment of the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Years 2016-2017 and 2017-2018.**

City Manager Becker stated that after the agenda was posted, StopWaste questioned the funding eligibility. Staff will reschedule for a future meeting to allow time to verify the funding eligibility.

F.5 Approval of a Contractual Services Agreement with the EMC Planning Group to conduct the Greater NewPark Area Specific Plan and amendment of the 2016-2018 Biennial Budget for Fiscal Year 2016-2017.

**RESOLUTION NO. 10571
CONTRACT NO. 16050**

Assistant City Manager Grindall stated that a Specific Plan will guide and streamline the development of the Greater NewPark area consisting of NewPark Mall and the surrounding commercial properties.

In response to Council Member Bucci, Assistant City Manager Grindall stated that if development occurred in the area, a fee would be imposed that would reimburse the City for the cost of the preparation of the Specific Plan. Council Member Bucci stated he would like the City to receive interest on that money too.

Council Member Bucci moved, Council Member Collazo seconded to by resolution authorize the Mayor to sign a Contractual Services Agreement with the EMC Planning Group to complete a Specific Plan and Environmental Documentation for the Greater NewPark Area and amending the 2016-2018 Biennial Budget for Fiscal Year 2016-2017. The motion passed, 5 AYES.

F.6 Consideration of Alameda County's Request that the City of Newark: (1) Introduce an Ordinance Approving the Implementation of a Community Choice Aggregation ("CCA") for the City of Newark; and (2) Adopt a Resolution Authorizing Formation of and Membership in the "East Bay Community Energy Authority," a Joint Powers Authority to Govern the Operation of the CCA.

City Manager Becker outlined the history of the proposed countywide Community Choice Aggregation ("CCA") program, which would offer an alternative energy source to power acquired by PG&E. The technical studies conclude that the program is viable and, if approved, would be able to provide competitive electrical rates.

City Manager Becker reviewed the pros and cons of joining the CCA. He noted that there was a minor amendment to the Joint Powers Agreement (JPA) after the agenda was posted.

The City Council discussed the approval process if there were further changes to the JPA, the marketing campaign to inform the public of the energy provider change, the opt out provisions, the change of leadership in other cities as a result of the election, the voting structure of the JPA and the ability to join the program later if it proved to be viable.

Council Member Hannon was the City's representative on the Steering Committee. He outlined reasons against (focus of committee shifted from lower rates to lower green house gases, the amount of PG&E's Power Charge Indifference Adjustment fee is unknown, larger cities may overrule smaller cities, committee transparency undermined with last minutes changes) and in favor (no financial risk to join, there is a rate savings for the consumer, jobs will be created, green houses gases will be reduced, residents may opt out) of joining the CCA. He recommended that the City join now and could opt out if they did not see the benefits that were expected for the community.

Tim Jones stated that the plan sounded vague and that it did not make sense to rush in. He suggested that the City wait. They could opt in at a later date.

Bruce Jensen, Alameda County stated that the automatic enrollment is required per state law. Consumers will have a chance to opt out for free before and for a limited time after the launch. Opting out later in the process will include a small administrative fee, which he estimated would be around \$5.

Seth Baruch, Alameda County consultant stated that he has not seen much citizen concern in other communities when City Councils have decided to join.

Bruce Jensen mentioned that the 5 cities that elected new leadership have already had the first reading of the ordinance in their cities.

Tim Jones stated that tonight is the first time he has heard about the opt out fee.

Seth Baruch confirmed that if the City joined and after a couple of years opted out, it is possible that the City would have to negotiate an exit cost.

Council Member Hannon moved to: (1) Introduce an Ordinance authorizing the implementation of a Community Choice Aggregation Program ("CCA") for the City of Newark; and (2) Adopt a Resolution approving an agreement to participate in a Joint Powers Agency for a Community Choice Aggregation Program in Alameda County, including the amendment to Section 5.6. There was no second to the motion.

Mayor Nagy announced that because there was no second to the motion, the motion failed.

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

I.1 Reappointment of Karen Bridges to the Planning Commission.

RESOLUTION NO. 10572

Mayor Nagy recommended the reappointment of Karen Bridges to the Newark Planning Commission.

Council Member Collazo moved, Council Member Bucci seconded to, by resolution, approve the reappointment of Karen Bridges to the Newark Planning Commission, for a term to expire on December 31, 2020. The motion passed, 5 AYES.

Mayor Nagy stated that Friday was Veterans Day and he hoped people reflected on their sacrifices. Mayor Nagy thanked everyone who helped towards the passage of that Measure GG.

The entire City Council thanked the community for passing Measure GG and honored the veterans for Veterans Day.

Mayor Nagy thanked Council Member Hannon for his service on the Community Choice Aggregation Steering Committee.

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

K. ORAL COMMUNICATIONS

No one came forward to speak.

L. APPROPRIATIONS

Approval of Audited Demands for the City Council meeting of November 10, 2016. MOTION APPROVED

City Clerk Harrington read the Register of Audited Demands: Check numbers 109304 to 109429.

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

M. CLOSED SESSION

M.1 Closed session for conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(2), Anticipated Litigation: One case – from Human Resources Director Abe and City Attorney Benoun.

At 9:21 p.m. the City Council recessed to a closed session.

At 9:33 p.m. the City Council convened in closed session.

At 9:52 p.m. the City Council reconvened in open session with all Council Members present.

N. ADJOURNMENT

At 9:52 p.m., Council Member Hannon moved, Council Member Bucci seconded to adjourn the City Council meeting. The motion passed, 5 AYES.

**C.1 Declaring the results of the General Municipal Election of November 8, 2016 –
from City Clerk Harrington. (RESOLUTION)(MOTION)(ORDINANCE)**

Background/Discussion – The official canvas of votes for the General Municipal Election held on Tuesday, November 8, 2016, for the purpose of filling the office of the Mayor, two Council Member seats, and Measure GG has been completed by the Alameda County Registrar of Voters office. Alan L. Nagy was elected as Mayor for a two year term. Luis Freitas and Sucy Collazo were each elected as a member of the City Council for a four year term. Measure GG was approved, enacting a one-half cent sales tax.

Section 15374 of the California Elections Code states that, upon the completion of the canvas and before installing the new officers, the legislative body shall adopt a resolution reciting the facts of the election, the total number of ballots cast in the City, the names and offices of each person voted for, and the number of votes cast at each precinct for each candidate.

Attachment

Action - It is recommended that the City Council, by resolution, declare the results of the General Municipal Election of November 8, 2016 and by motion, authorize the Mayor to sign the initiative ordinance of the voters of the City of Newark to levy a local transactions and use (sales) tax to be administered by the State Board of Equalization.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK DECLARING RESULTS OF THE GENERAL
MUNICIPAL ELECTION HELD ON NOVEMBER 8, 2016

WHEREAS, a General Municipal Election was held and conducted in the City of Newark, California, on Tuesday, November 8, 2016, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established, that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and,

WHEREAS, the Registrar of Voters of Alameda County canvassed the returns of the election and has certified the results to this City Council; the results are received, attached, and made a part hereof as "Exhibit A."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NEWARK, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the whole number of ballots cast in the precincts, except vote by mail ballots, was 6,139.

That the whole number of vote by mail ballots cast in the City was 10,104, making a total of 16,243 votes cast in the City.

SECTION 2. That the names of persons voted for at the election were as follows:

Mayor:	Alan L. Nagy
City Council:	Maria "Sucy" Collazo Luis L. Freitas

That the measure voted upon at the election is as follows: Measure GG.

SECTION 3. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates and for and against the measure were as listed in Exhibit "A" attached.

SECTION 4. The City Council does declare and determine that:

Alan L. Nagy was elected as Mayor for the full term of two years;

Maria “Sucy” Collazo was elected as Member of the City Council for the full term of four years;

Luis L. Freitas was elected as Member of the City Council for the full term of four years.

That as a result of the election, a majority of the voters voting on Measure GG relating to the enactment of a one-half cent sales tax did vote in favor of it, and that measure was carried, and shall be deemed adopted and ratified.

SECTION 5. The City Clerk shall enter on the records of the City a statement of the result of the election showing: (1) the whole number of votes cast in the City, (2) the names of the persons voted for, (3) the measure voted upon, (4) what office each person was voted for, (5) the number of votes given at each precinct to each person and for and against the measure, (6) the total number of votes given to each person, and for and against each measure.

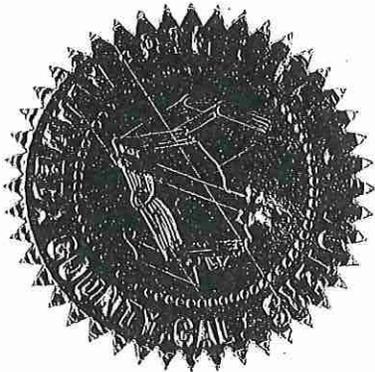
SECTION 6. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the Office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } ss.

I, **TIM DUPUIS**, Registrar of Voters for the County of Alameda, State of California, having canvassed the returns of all votes cast in the **City of Newark** at the General Election held on Tuesday, **November 8, 2016**, do hereby certify the following to be a full, true and correct Statement of the Results of all the votes cast, to which this certificate is attached, at said election for each candidate in the **City of Newark** for the office of **Mayor**.

I hereby set my hand and my official seal this **23rd** day of **November 2016**.

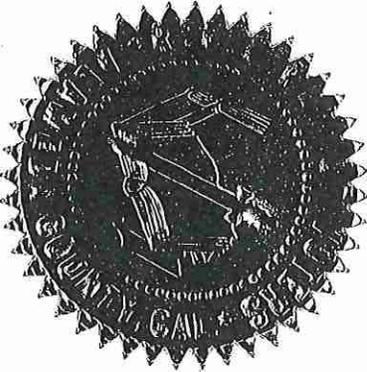


TIM DUPUIS
Registrar of Voters
Alameda County
State of California

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } ss.

I, **TIM DUPUIS**, Registrar of Voters for the County of Alameda, State of California, having canvassed the returns of all votes cast in the **City of Newark** at the General Election held on Tuesday, **November 8, 2016**, do hereby certify the following to be a full, true and correct Statement of the Results of all the votes cast, to which this certificate is attached, at said election for each candidate in the **City of Newark** for the office of **City Council Member**.

I hereby set my hand and my official seal this **23rd** day of **November 2016**.

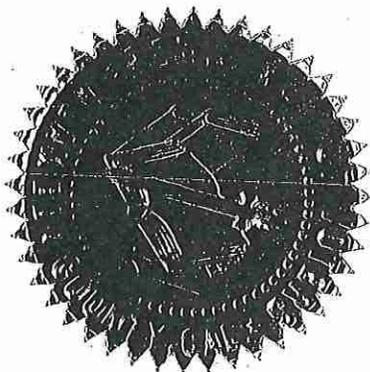


TIM DUPUIS
Registrar of Voters
Alameda County
State of California

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } ss.

I, **TIM DUPUIS**, Registrar of Voters for the County of Alameda, State of California, having canvassed the returns of all votes cast in the **City of Newark** at the General Election held on Tuesday, **November 8, 2016**, do hereby certify the following to be a full, true and correct Statement of the Results of all the votes cast, to which this certificate is attached, at said election for and against **Measure GG**.

I hereby set my hand and my official seal this **23rd** day of **November 2016**.



TIM DUPUIS
Registrar of Voters
Alameda County
State of California

**ALAMEDA COUNTY Statement of Vote
GENERAL ELECTION**

CITY OF NEWARK												
	Registration	Ballots Cast	Turnout (%)	MAYOR - NEWARK ALAN L. NAGY	Under Vote	Over Vote	MEMBERS, CITY COUNCIL - MARIA "SUCY" COLLAZO	LUIS L. FREITAS	Under Vote	Over Vote		
850300 - Vote by Mail Reporting	1626	770	47.36	635	117	0	480	484	584	0		
850300 - Election Day Reporting	1626	426	26.20	334	85	0	232	206	408	0		
850320 - Vote by Mail Reporting	615	260	42.28	203	52	0	155	139	220	0		
850320 - Election Day Reporting	615	166	26.99	130	31	0	97	82	145	0		
850330 - Vote by Mail Reporting	938	459	48.93	360	91	0	302	245	361	2		
850330 - Election Day Reporting	938	244	26.01	184	53	0	135	115	234	0		
850400 - Vote by Mail Reporting	681	349	51.25	264	65	0	225	194	263	0		
850400 - Election Day Reporting	681	179	26.28	132	43	0	98	87	172	0		
850410 - Vote by Mail Reporting	913	424	46.44	347	73	0	276	261	305	0		
850410 - Election Day Reporting	913	268	29.35	195	64	0	132	149	251	0		
850500 - Vote by Mail Reporting	1288	577	45.50	469	96	0	370	323	456	0		
850500 - Election Day Reporting	1288	367	28.94	284	77	0	215	173	340	0		
850800 - Vote by Mail Reporting	1509	634	42.01	503	113	0	415	352	489	0		
850800 - Election Day Reporting	1509	399	26.38	284	102	0	223	169	399	0		
850800 - Vote by Mail Reporting	933	342	36.66	276	51	0	223	183	263	0		
850800 - Election Day Reporting	933	294	31.51	215	65	0	166	122	295	0		
850810 - Vote by Mail Reporting	967	465	48.09	372	78	0	314	256	348	0		
850810 - Election Day Reporting	967	261	26.99	199	58	0	138	131	250	0		
850900 - Vote by Mail Reporting	1000	507	50.70	393	95	0	331	293	373	0		
850900 - Election Day Reporting	1000	274	27.40	194	67	0	147	131	265	0		
851000 - Vote by Mail Reporting	1084	538	49.63	410	118	0	347	312	402	0		
851000 - Election Day Reporting	1084	299	27.58	217	73	0	145	136	316	0		
851200 - Vote by Mail Reporting	880	433	49.20	344	72	0	281	247	324	0		
851200 - Election Day Reporting	880	228	25.91	182	42	0	147	112	192	0		
851300 - Vote by Mail Reporting	892	384	43.05	311	61	0	246	217	296	0		
851300 - Election Day Reporting	892	277	31.05	216	53	0	164	136	242	0		
851500 - Vote by Mail Reporting	764	412	53.93	325	72	0	271	256	290	0		
851500 - Election Day Reporting	764	186	24.35	143	40	0	121	110	139	0		
851510 - Vote by Mail Reporting	675	357	52.89	285	57	0	221	210	277	0		
851510 - Election Day Reporting	675	169	25.04	125	36	0	97	93	145	0		
851520 - Vote by Mail Reporting	815	401	49.20	332	52	0	271	248	266	0		
851520 - Election Day Reporting	815	245	30.06	177	58	0	131	128	221	0		
851600 - Vote by Mail Reporting	1284	554	43.83	414	119	0	332	288	479	2		
851600 - Election Day Reporting	1284	383	30.30	303	71	0	207	196	358	0		
851700 - Vote by Mail Reporting	1519	710	46.74	574	120	1	461	413	538	0		
851700 - Election Day Reporting	1519	428	28.18	329	85	0	254	207	384	0		
851800 - Vote by Mail Reporting	924	451	48.81	358	84	0	285	277	334	0		
851800 - Election Day Reporting	924	266	28.79	199	56	1	142	138	248	0		
852010 - Vote by Mail Reporting	997	460	46.14	366	83	0	288	257	373	0		
852010 - Election Day Reporting	997	293	29.39	217	68	0	161	132	292	0		
852100 - Vote by Mail Reporting	1577	617	39.12	491	106	0	409	326	484	0		
852100 - Election Day Reporting	1577	488	30.94	345	122	1	264	193	507	0		
Vote by Mail Reporting Totals	21841	10104	46.26	8032	1775	1	6501	5761	7723	4		
Election Day Reporting Totals	21841	6139	28.11	4604	1349	2	3416	2946	5801	0		
District Totals - Absentee												
District Grand Totals												
17th Congressional District	21841	16243	74.37	12636	3124	3	9917	8707	13524	4		
10th State Senatorial District	21841	16243	74.37	12636	3124	3	9917	8707	13524	4		
26th Assembly District	21841	16243	74.37	12636	3124	3	9917	8707	13524	4		
2nd Dist, Board of Equalization	21841	16243	74.37	12636	3124	3	9917	8707	13524	4		
2nd Supervisorial District	21841	16243	74.37	12636	3124	3	9917	8707	13524	4		
ALAMEDA	21841	16243	74.37	12636	3124	3	9917	8707	13524	4		
City of Newark	21841	16243	74.37	12636	3124	3	9917	8707	13524	4		
Grand Totals	21841	16243	74.37	12636	3124	3	9917	8707	13524	4		

**ALAMEDA COUNTY Statement of Vote
GENERAL ELECTION**

NON-PARTISAN MEASURE GG - CITY OF NEWARK

	Registration	Ballots Cast	Turnout (%)	MEASURE GG - CITY OF NEWARK		Under Vote	Over Vote									
				YES	NO											
850300 - Vote by Mail Reporting	1626	770	47.36	435	310	16	0									
850300 - Election Day Reporting	1626	426	26.20	255	148	22	0									
850320 - Vote by Mail Reporting	615	280	42.28	162	84	11	0									
850320 - Election Day Reporting	615	166	26.99	101	51	12	0									
850330 - Vote by Mail Reporting	938	459	48.93	295	139	13	0									
850330 - Election Day Reporting	938	244	26.01	159	72	14	0									
850400 - Vote by Mail Reporting	681	349	51.25	201	128	12	0									
850400 - Election Day Reporting	681	179	26.28	103	64	10	0									
850410 - Vote by Mail Reporting	913	424	46.44	249	159	14	0									
850410 - Election Day Reporting	913	268	29.35	144	109	15	0									
850500 - Vote by Mail Reporting	1268	577	45.50	342	196	26	0									
850500 - Election Day Reporting	1268	367	28.94	221	117	26	1									
850600 - Vote by Mail Reporting	1509	634	42.01	401	200	21	0									
850600 - Election Day Reporting	1509	398	26.38	253	108	35	0									
850800 - Vote by Mail Reporting	933	342	36.66	200	127	12	0									
850800 - Election Day Reporting	933	294	31.51	155	106	23	0									
850810 - Vote by Mail Reporting	967	465	48.09	277	168	10	0									
850810 - Election Day Reporting	967	261	26.99	153	95	12	0									
850900 - Vote by Mail Reporting	1000	507	50.70	276	210	13	0									
850900 - Election Day Reporting	1000	274	27.40	120	133	18	1									
851000 - Vote by Mail Reporting	1084	538	49.63	303	212	17	0									
851000 - Election Day Reporting	1084	299	27.58	149	128	18	0									
851200 - Vote by Mail Reporting	880	433	49.20	265	142	12	0									
851200 - Election Day Reporting	880	228	25.91	132	79	12	0									
851300 - Vote by Mail Reporting	892	384	43.05	222	143	10	0									
851300 - Election Day Reporting	892	277	31.05	150	106	21	0									
851500 - Vote by Mail Reporting	764	412	53.93	220	184	6	0									
851500 - Election Day Reporting	764	186	24.35	85	93	8	0									
851510 - Vote by Mail Reporting	675	357	52.89	216	128	13	1									
851510 - Election Day Reporting	675	169	25.04	86	77	6	0									
851520 - Vote by Mail Reporting	815	401	49.20	226	167	6	0									
851520 - Election Day Reporting	815	245	30.06	124	100	19	2									
851600 - Vote by Mail Reporting	1264	554	43.83	342	189	18	0									
851600 - Election Day Reporting	1264	383	30.30	233	134	16	0									
851700 - Vote by Mail Reporting	1519	710	46.74	404	275	26	0									
851700 - Election Day Reporting	1519	428	28.18	203	196	23	0									
851800 - Vote by Mail Reporting	924	451	48.81	260	175	7	1									
851800 - Election Day Reporting	924	266	28.79	131	122	12	1									
852010 - Vote by Mail Reporting	997	460	46.14	282	151	17	0									
852010 - Election Day Reporting	997	293	29.39	161	116	16	0									
852100 - Vote by Mail Reporting	1577	617	39.12	384	195	22	0									
852100 - Election Day Reporting	1577	488	30.94	283	157	44	2									
Vote by Mail Reporting Totals	21841	10104	46.26	5962	3682	302	2									
Election Day Reporting Totals	21841	6139	28.11	3411	2311	382	7									
District Totals - Absentee																
District Grand Totals																
17th Congressional District	21841	16243	74.37	9373	5993	684	9									
10th State Senatorial District	21841	16243	74.37	9373	5993	684	9									
25th Assembly District	21841	16243	74.37	9373	5993	684	9									
2nd Dist, Board of Equalization	21841	16243	74.37	9373	5993	684	9									
2nd Supervisorial District	21841	16243	74.37	9373	5993	684	9									
ALAMEDA	21841	16243	74.37	9373	5993	684	9									
City of Newark	21841	16243	74.37	9373	5993	684	9									
Grand Totals	21841	16243	74.37	9373	5993	684	9									

ORDINANCE NO.

AN INITIATIVE ORDINANCE OF THE CITY OF NEWARK
TO LEVY A LOCAL TRANSACTIONS AND USE (SALES) TAX TO
BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION

WHEREAS, existing buildings owned by the City of Newark (“City”), specifically the Police station, Library, and City Administration Building (“City owned buildings”), are functionally obsolete, are not energy efficient, are not fully accessible, and are not seismically safe;

WHEREAS, the City owned buildings lack seismic upgrades, which prevent the City owned buildings from being usable after a major earthquake, slowing disaster response to Newark residents;

WHEREAS, the City’s current police station is in need of technological, operational, and energy upgrades to improve response time and crime prevention programs;

WHEREAS, in May, 2015, the City retained the services of Group 4 Architecture to study the potential replacement of the City owned buildings;

WHEREAS, as part of the study, Group 4 Architecture conducted a space needs assessment of City owned buildings, analyzed potential sites for construction of new buildings, and developed a conceptual Civic Center site plan;

WHEREAS, said study recommends the replacement of City owned buildings for a variety of reasons, such as the inability to meet existing and future space needs and to enable modern, efficient operations;

WHEREAS, said study projects that the total cost for construction of the City owned buildings would be sixty-four million dollars (\$64,000,000);

WHEREAS, the City does not have available sources of funding to finance the replacement of the City owned buildings despite consistently maintaining a balanced budget and sound fiscal stewardship;

WHEREAS, the City retained the services of Godbe Research to conduct a public opinion poll to determine whether the public would support a sales tax increase of one-half of one percent (0.5%);

WHEREAS, the polling indicates that the public generally supports construction of a modern, seismically sound Police Operations Center that maintains up-to date crime fighting technology and allows enhanced neighborhood police patrols, crime prevention, anti-drug and gang-prevention programs and improved 9-1-1 response;

WHEREAS, the polling further indicates that the public generally supports improving disabled access to the Library and dedicated space for seniors, teens, and children; and

WHEREAS, it is fiscally responsible to rebuild the City owned buildings now and before they deteriorate further and become more costly to maintain in the future.

NOW THEREFORE THE PEOPLE OF THE CITY OF NEWARK DO ORDAIN AS FOLLOWS:

SECTION 1: ADDITION TO THE MUNICIPAL CODE. Chapter 3.14 is added to Title 3 of the Newark Municipal Code to read as follows:

**Chapter 3.14
Transactions and Use (Sales) Tax**

Section 3.14.010	Title
Section 3.14.020	Operative date
Section 3.14.030	Purpose
Section 3.14.040	Contract with State
Section 3.14.050	Transactions tax rate
Section 3.14.060	Place of sale
Section 3.14.070	Use tax rate
Section 3.14.080	Adoption of provisions of State law
Section 3.14.090	Limitations on adoption of State law and collection of use taxes
Section 3.14.100	Permit not required
Section 3.14.110	Exemptions and exclusions
Section 3.14.120	Amendments
Section 3.14.130	Enjoining collection forbidden
Section 3.14.140	Severability
Section 3.14.150	Use of tax proceeds
Section 3.14.160	Independent annual audit
Section 3.14.170	Independent community oversight committee
Section 3.14.180	Amendments of Chapter; Rescission of tax
Section 3.14.190	Termination of tax—Sunset

Section 3.14.010 Title.

This Chapter shall be known as the “Transactions and Use (Sales) Tax Ordinance” of the City of Newark. The City of Newark hereinafter shall be called “City.” This Chapter shall be applicable in the incorporated territory of the City.

Section 3.14.020 Operative date.

“Operative Date” means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance and approval by the voters.

Section 3.14.030 Purpose.

This chapter is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transaction and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law or the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collection the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provision of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this chapter.

Section 3.14.040 Contract with State.

Prior to the Operative Date, the City shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this transactions and use tax chapter; provided, that if the City shall not have contracted with the State Board of Equalization prior to operative date, it shall nevertheless so contract and in such a case the Operative Date shall be the first day of the first calendar quarter following the execution of such a contract.

Section 3.14.050 Transactions tax rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one-half of one percent (0.5%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the Operative Date of this chapter.

Section 3.14.060 Place of sale.

For the purposes of this chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from sales include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery

is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

Section 3.14.070 Use tax rate.

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the Operative Date of this chapter for storage, use or other consumption in said territory at the rate of one-half of one percent (0.5%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

Section 3.14.080 Adoption of provisions of State law.

Except as otherwise provided in this chapter and except insofar as they are inconsistent with the provision of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this chapter as though fully set forth herein.

Section 3.14.090 Limitations on adoption of State law and collection of use taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, State Board of Equalization, State Treasury, or the Constitution of the State of California.

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this chapter.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption

remain subject to tax by the State under the provision of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

Section 3.14.100 Permit not required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this chapter.

Section 3.14.110 Exemptions and exclusions.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law of the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Chapter 2 of Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this chapter.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this chapter.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this chapter, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transaction tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this chapter.

4. If the possession of, or the exercise of any right or power over, the tangible property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the Operative date of this chapter.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this chapter may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

Section 3.14.120 Amendments.

All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this chapter, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this chapter.

Section 3.14.130 Enjoining collection forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or City or against any officer of the State or the City, to prevent or enjoin the collection under this chapter, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to collected.

Section 3.14.140 Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 3.14.150 Use of tax proceeds.

All proceeds of the tax levied and imposed under this chapter shall be paid into the General Fund for use by the City of Newark. The City Council is authorized to incur debt financed by the proceeds of the tax to accelerate capital projects.

Section 3.14.160 Independent annual audit.

Annually the City Council retains an independent auditor to conduct an audit of and provide audited financial statements for all of the City's financial activities. The auditor shall include an accounting of the revenue received from the tax and expenditures thereof in the audited financial statements. The auditor's report shall be presented to the Council and the committee established by Section 3.14.170 and made available to the public.

Section 3.14.170 Independent community oversight committee.

The City Council shall, prior to the end of the first fiscal year after the operative date, establish an independent community oversight committee to review the expenditure of the revenue from this transactions and use (sales) tax. The committee shall consist of five members to be appointed by the Mayor and approved by the City Council. The terms of the committee members and their specific duties shall be established by resolution of the City Council.

Section 3.14.180 Amendments of Chapter; Rescission of tax.

The following amendments to this Chapter must be approved by the voters of the City of Newark: increasing the tax rate or revising the methodology for calculating the tax such that a tax increase would result; imposing the tax on transactions and uses not previously subject to the tax (unless such amendment occurs automatically by operation of Section 3.14.120; or extending the tax. The City Council may otherwise amend this ordinance without submitting the amendment to the voters for approval.

Section 3.14.190 Termination of tax—Sunset.

A. The levy of taxes as provided in this Chapter shall expire on the twenty-fifth anniversary of the Operative Date (which is anticipated to occur at the end of the day on March 31, 2042) unless re-enacted by a majority vote of the electorate voting on the question.

B. The termination of the levy of taxes as provided in this Chapter shall not terminate the obligation to pay taxes levied on services used prior to such date. Taxes levied prior to such date shall remain a debt payable to the City. All provisions in this Chapter, except those relating to the levy of taxes, shall continue in full force and effect after such date.

SECTION 2: EFFECTIVE DATE. This ordinance relates to the levying and collecting of the City transactions and use taxes and shall take effect immediately.

SECTION 3: CERTIFICATION: PUBLICATION. Upon approval by the voters, the City Clerk shall cause this Ordinance to be published according to law and transmitted to the Board of Equalization.

SECTION 4: COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. The approval of this Ordinance is exempt from the California Environmental Quality Act (Public Resources Code §§ 21000 et seq., “CEQA,” and 14 Cal. Code Reg. §§ 15000 et seq., “CEQA Guidelines”). The transactions and use tax enacted by this Ordinance is a general tax that can be used for any legitimate governmental purpose; it is not a commitment to any particular action. As such, under CEQA Guidelines Section 15378(b)(4), the tax is not a project within the meaning of CEQA because it creates a government funding mechanism that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. If revenue from the tax were used for a purpose that would have either such effect, the city would undertake the required CEQA review for that particular project. Therefore, pursuant to CEQA Guidelines section 15060 CEQA, analysis is not required.

The foregoing ordinance was approved by the following vote of the People of the City of Newark at the November 8, 2016:

YESES: 9,373

NOES: 5,993

The foregoing ordinance was adopted by the City Council of the City of Newark on December 8, 2016 by its Declaration of the vote at the November 8, 2016 election:

AYES:

NOES:

ABSENT:

ABSTAIN:

The Mayor is hereby authorized to attest to the adoption of the Ordinance by the voters of the City by signing where indicated below.

ATTEST:

s/ALAN L. NAGY
Mayor

s/SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:

s/DAVID BENOUN
City Attorney

C.2 Presentation of election certificates and administration of Oath of Office – from City Clerk Harrington.

Background/Discussion – California Elections Code requires the City Clerk to sign and deliver to each person elected a Certificate of Election after the City Council has declared the results of the Consolidated General Municipal Election of November 8, 2016. The Oath of Office shall also be administered to each person elected as prescribed in the California Constitution.

C.3 Commending Police Commander Renny Lawson on his retirement.

(COMMENDATION)

Background/Discussion – After 29 years of distinguished service, Commander Renny Lawson is retiring from the Police Department. Commander Lawson will accept a commendation at the City Council meeting.

C.4 Commending Deputy Fire Marshall Holly Guier on her retirement.

(COMMENDATION)

Background/Discussion – After 16 years of distinguished service, Deputy Fire Marshall Holly Guier is retiring from the Alameda County Fire Department. Deputy Fire Marshall Guier will accept a commendation at the City Council meeting.

E.1 Hearing to consider a Conditional Use Permit (U-16-16) to allow DeVry University to operate in an existing building located at 8000 Jarvis Avenue (APN: 537-853-38) – from Assistant Planner Bowab. (RESOLUTION)

Background/Discussion – DeVry University has made an application for a college at 8000 Jarvis Avenue. The subject site is located on the southwest corner of Jarvis Avenue and Kiote Drive. The college is proposing to use a portion of the 2nd floor (10,217 square feet) of an existing 48,236 square foot research and development building. This building is located in the Newark Technology Center which has a reciprocal easement recorded for parking between the two buildings.

The 3.12 acre site is zoned MT-1 (High Technology Park District) and has a SI (Special Industrial) General Plan Land Use designation. Schools and colleges are conditionally allowed in the MT-1 zone. A conditional use permit approval is required. The center was approved under an Architectural and Site Plan Review (ASR-00-8) in July, 2000.

DeVry University plans to operate from 9:00 a.m. to 10:30 p.m., Monday through Friday, and 8:00 a.m. to 1:00 p.m. Saturday. Class times are spread throughout the day with a majority of the courses offered in the evenings and Saturday. The courses include general education, computer programming, electronics engineering, business, and network systems. There will be approximately 20-50 students per session with about 23 staff/faculty members. Interior improvements are proposed for the floor plan that include: classrooms, computer labs, common/study areas, offices, and a reception area. The only change proposed to the building exterior is a wall sign and a sign on the existing monument sign that would be submitted for staff review for compliance with our sign ordinance.

The staggered class schedule, with a majority of the courses offered in the evenings and Saturday, means parking or on-site circulation issues are not anticipated. 187 parking spaces are provided for this building. As a precaution, a recommended condition of approval stipulates that if a complaint regarding parking, on-site circulation and/or traffic is received; a parking, on-site circulation and/or traffic analysis shall be prepared at the discretion of the Community Development Director and at the cost of the property owner. The property owner would be required to mitigate any problems identified by the parking, on-site circulation and/or traffic study.

Staff recommends approval of DeVry University's request subject to the conditions in the attached resolution.

Environmental Review

This project is categorically exempt from the California Environmental Quality Act (CEQA) per section 15301, Class 1, existing facilities.

Attachment

Update – At its meeting of November 8, 2016, the Planning Commission approved Resolution No. 1940 with Exhibit A, pages 1 through 5, for a conditional use permit (U-16-16) to allow for a college (DeVry University) at 8000 Jarvis Avenue (APN: 537-853-38).

Action – It is recommended that the City Council, by resolution, approve a conditional use permit (U-16-16) to allow for a college (DeVry University) to operate in an existing building located at 8000 Jarvis Avenue (APN: 537-853-38).

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING A CONDITIONAL USE PERMIT (U-16-16) TO ALLOW FOR A COLLEGE (DEVRY UNIVERSITY) TO OPERATE IN AN EXISTING BUILDING LOCATED AT 8000 JARVIS AVENUE (APN: 537-853-38)

WHEREAS, DeVry University has filed with the City Council of the City of Newark application for a conditional use permit for a college at 8000 Jarvis Avenue; and

PURSUANT to the Municipal Code Section 17.72.060, a public hearing notice was published in The Tri City Voice on November 22, 2016 and mailed as required, and the City Council held a public hearing on said application at 7:30 p.m. on December 8, 2016 at the City Administration Building, 37101 Newark Boulevard, Newark, California; and

WHEREAS, pursuant to Chapter 17.72 (Use Permits), Section 17.72.070 (Action by Planning Commission), the Planning Commission at its meeting of November 8, 2016 made the following findings:

1. That the proposed location of the conditional use is in accord with the purposes of the zoning title and the purposes of the district in which the site is located;
2. That the proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity;
3. That the proposed conditional use will comply with each of the applicable provisions of Chapter 17.72 (Use Permits).

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve this application as shown on Exhibit A, pages 1 through 5, subject to compliance with the following conditions and finds that the project is categorically exempt from the California Environmental Quality Act per Section 15301, Class 1, operations of existing facilities:

Planning Division

- a. This project shall be subject to the conditions of Planning Commission Resolution No. 1498, unless otherwise amended herein.
- b. If any complaint regarding parking, on-site circulation and/or traffic is received, a parking, on-site circulation and/or traffic analysis shall be prepared at the discretion of the Community Development Director and at the cost of the property owner. The property owner shall mitigate any problems identified by the parking, on-site circulation

and/or traffic study. If the property owner does not mitigate these problems, the use permit revocation procedures, as defined in Section 17.72.130 of the Newark Municipal Code, shall be initiated and all operations shall cease within 60 days of formal notification.

- c. All operations associated with this proposal, shall be conducted within an entirely enclosed structure. If any complaint regarding noise is received, a noise analysis shall be prepared at the discretion of the Community Development Director and at the cost of the applicant. The applicant shall mitigate any problems identified by the noise study. If the applicant does not mitigate these problems, the use permit revocation procedures, as defined in Section 17.72.130 of the Newark Municipal Code, shall be initiated and all operations shall cease within 60 days of formal notification.
- d. No refuse, garbage or recycling shall be stored outdoors except within an approved trash and recycling enclosure.
- e. Construction site trailers and buildings located on-site shall be used for office and storage purposes and shall not be used for living or sleeping quarters. Any vehicle or portable building brought on the site during construction shall remain graffiti free.
- f. The site and its improvements shall be maintained in a neat and presentable condition, to the satisfaction of the Community Development Director. This shall include, but not be limited to, repainting surfaces damaged by graffiti and site clean-up. Graffiti removal/repainting and site clean-up shall occur on a continuing, as needed basis. Any vehicle or portable building brought on the site during construction shall remain graffiti free.
- g. Roof equipment shall not be visible from public streets. All equipment shall be fully screened within the context of the building's architecture, subject to the review and approval of the Community Development Director. Said screening design shall be maintained to the satisfaction of the Community Development Director. The building owner shall paint any visible portion(s) of the roof equipment and the inside of its screening wall within the context of the building's color scheme, and maintain the painted areas to the Community Development Director's satisfaction.
- h. Prior to the issuance of a sign permit, all signs, other than those referring to construction, sale, or future use of this site, shall be submitted for the review and approval of the Community Development Director.

Engineering Division

- i. The property owner shall install trash capture measures such as inlet filters or hydrodynamic separator units to address the requirements of Provision C.10 of the Regional Water Quality Control Board (RWQCB) Municipal Regional Permit (MRP) to the satisfaction of the City Engineer. The trash capture devices shall meet the full trash capture requirements of the SF Bay Regional Water Quality Control Board AND shall

comply with maintenance and performance requirements of the Mosquito Abatement District.

- j. Developer shall enter into an Agreement with the City of Newark that guarantees the property owner's perpetual maintenance obligation for all trash capture devices installed as part of the project. Said Agreement is required pursuant to Provisions C.3 and C.10 of the Municipal Regional Stormwater NPDES Permit. Said permit requires the City to provide verification and assurance that all trash capture devices will be properly operated and maintained. The Agreement shall be recorded against the property and shall run with the land.

Fire Department

- k. The project must comply with all building and fire codes in effect at time of building permit submittal.

Police Department

- l. The development shall comply with Chapter 15.06, *Security Code*, of the Newark Municipal Code.

General

- m. All proposed changes from approved exhibits shall be submitted to the Community Development Director who shall decide if they warrant Planning Commission and City Council review and, if so decided, said changes shall be submitted for the Commission's and Council's review and decision. The applicant shall pay the prevailing fee for each additional separate submittal of project exhibits requiring Planning Commission and/or City Council review and approval.
- n. If any condition of this conditional use permit be declared invalid or unenforceable by a court of competent jurisdiction, this conditional use permit shall terminate and be of no force and effect, at the election of the City Council on motion.
- o. Prior to the submittal for building permit review, all conditional use permit conditions of approval for this project, as approved by the City Council, shall be printed on the plans.
- p. The applicant hereby agrees to defend, indemnify, and save harmless the City of Newark, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by, the City of Newark, its Council, boards, commissions, officers, employees or agents to challenge or void the permit granted herein or any California Environmental Quality Act determinations related thereto.

- q. In the event that any person should bring an action to attack, set aside, void or annul the City's approval of this project, the developer shall defend, indemnify and hold harmless the City and/or its agents, officers and employees from any claim, action, or proceeding against the City and/or its agents, officers and employees with counsel selected by the developer (which shall be the same counsel used by developer) and reasonably approved by the City. Developer's obligation to defend, indemnify and hold harmless the City and/or its agents, officers and employees shall be subject to the City's compliance with Government Code Section 66474.9.

- r. The Conditions of Project Approval set forth herein may include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and other exactions. The applicant is hereby further notified that the 90-day approval period in which the applicant may protest these fees, dedications, reservations and other exactions, pursuant to Government Code Section 66020(a), has begun. If the applicant fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the applicant will be legally barred from later challenging such exactions.

CONDITIONAL USE PERMIT FOR DEVRY UNIVERSITY NEWARK

HMMH
 Land Use Examinations
 Land Planning
 Landscape Architecture
 Civil Engineering
 Utility Design
 Land Surveying
 Stormwater Compliance
 1570 Oakland Road (408) 487-2200
 San Jose, CA 95121 h2m2@a.com

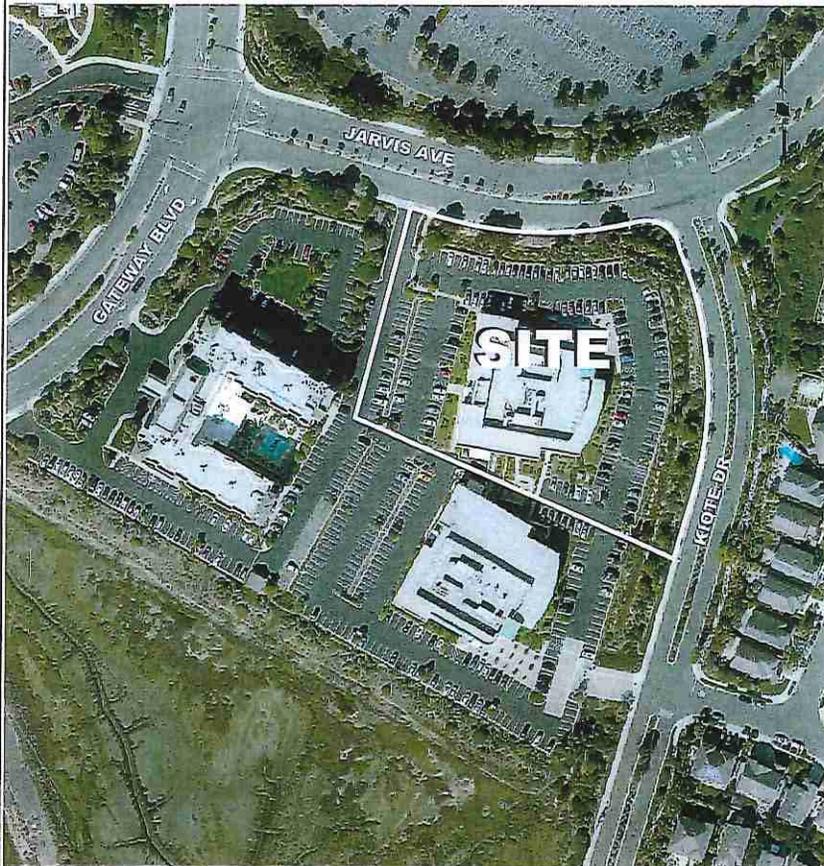


TABLE OF CONTENTS

- 1.0 TITLE SHEET
- 2.0 SITE PLAN
- 3.0 EXISTING SITE PHOTOS
- 4.0 FLOOR PLAN
- 5.0 PROPOSED SIGNAGE

PROJECT INFORMATION

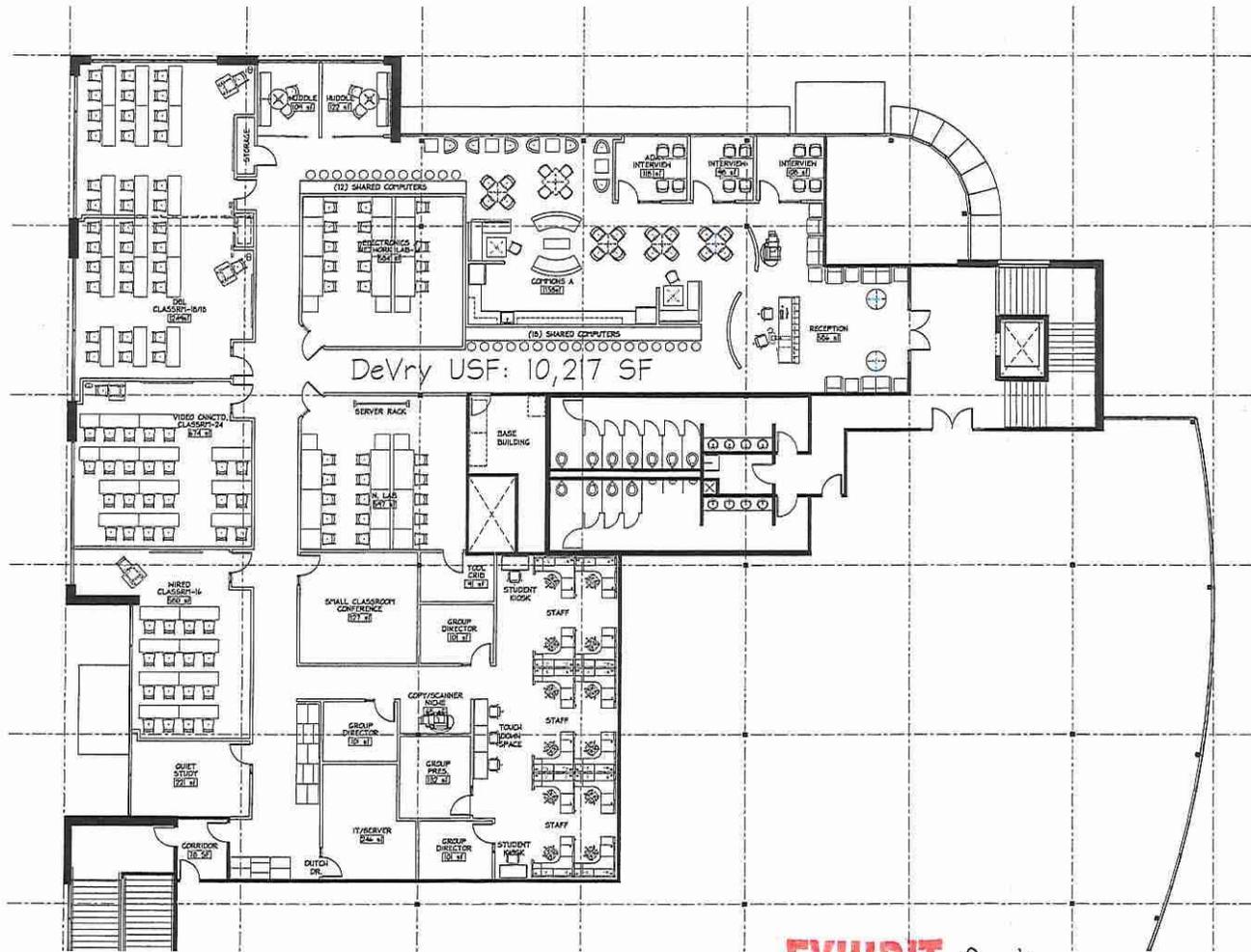
ASSESSOR'S PARCEL NUMBER:	537-853-38
PROJECT ADDRESS/LOCATION:	8000 JARVIS AVENUE
EXISTING GENERAL PLAN DESIGNATION:	SPECIAL INDUSTRIAL
EXISTING ZONING DESIGNATION:	MT-1 (HIGH TECHNOLOGY PARK)
PROPOSED USE:	10,217 SF OF 2ND FLOOR OF THE EXISTING BUILDING TO BE USED AS A SCHOOL SITE FOR DEVRY UNIVERSITY.
GROSS SITE AREA:	±3.12 AC
RIGHT-OF-WAY DEDICATION:	±0.0 AC
NET SITE AREA:	±3.12 AC
SITE COVERAGE (NO CHANGE):	
BUILDINGS:	±48,236 SF (35%)
PRIVATE CIRCULATION:	±45,873 SF (34%)
LANDSCAPE/HARDSCAPE:	±42,000 SF (31%)
	±135,907 SF (100%)
PARKING PROVIDED:	187 SPACES

CONDITIONAL USE PERMIT
8000 JARVIS DRIVE
 DeVRY UNIVERSITY

ID	DATE	DESCRIPTION
PROJECT NO:	484-08	
CAD DWG FILE:	H240076.DWG	
DESIGNED BY:	DN	
DRAWN BY:	DN	
CHECKED BY:	JMK	
DATE:	OCTOBER 11, 2014	
SCALE:	NOT TO SCALE	
©	1998	

TITLE SHEET

EXHIBIT Ap1



4.0

RESOLUTION NO. 1940

RESOLUTION APPROVING A CONDITIONAL USE PERMIT (U-16-16) TO ALLOW FOR A COLLEGE (DEVRY UNIVERSITY) TO OPERATE IN AN EXISTING BUILDING LOCATED AT 8000 JARVIS AVENUE (APN: 537-853-38)

WHEREAS, DeVry University has filed with the Planning Commission of the City of Newark application for a conditional use permit for a college at 8000 Jarvis Avenue; and

PURSUANT to the Municipal Code Section 17.72.060, a public hearing notice was published in The Tri City Voice on October 25, 2016 and mailed as required, and the Planning Commission held a public hearing on said application at 7:30 p.m. on November 8, 2016 at the City Administration Building, 37101 Newark Boulevard, Newark, California; and

WHEREAS, pursuant to Chapter 17.72 (Use Permits), Section 17.72.070 (Action by Planning Commission), the Planning Commission makes the following findings:

1. That the proposed location of the conditional use is in accord with the purposes of the zoning title and the purposes of the district in which the site is located;
2. That the proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity;
3. That the proposed conditional use will comply with each of the applicable provisions of Chapter 17.72 (Use Permits).

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission does hereby approves this application and recommends the City Council approve this application as shown on Exhibit A, pages 1 through 5, subject to compliance with the following conditions and recommends that the City Council find that the project is categorically exempt from the California Environmental Quality Act per Section 15301, Class 1, operations of existing facilities:

Planning Division

- a. This project shall be subject to the conditions of Planning Commission Resolution No. 1498, unless otherwise amended herein.
- b. If any complaint regarding parking, on-site circulation and/or traffic is received, a parking, on-site circulation and/or traffic analysis shall be prepared at the discretion of the Community Development Director and at the cost of the property owner. The

property owner shall mitigate any problems identified by the parking, on-site circulation and/or traffic study. If the property owner does not mitigate these problems, the use permit revocation procedures, as defined in Section 17.72.130 of the Newark Municipal Code, shall be initiated and all operations shall cease within 60 days of formal notification.

- c. All operations associated with this proposal, shall be conducted within an entirely enclosed structure. If any complaint regarding noise is received, a noise analysis shall be prepared at the discretion of the Community Development Director and at the cost of the applicant. The applicant shall mitigate any problems identified by the noise study. If the applicant does not mitigate these problems, the use permit revocation procedures, as defined in Section 17.72.130 of the Newark Municipal Code, shall be initiated and all operations shall cease within 60 days of formal notification.
- d. No refuse, garbage or recycling shall be stored outdoors except within an approved trash and recycling enclosure.
- e. Construction site trailers and buildings located on-site shall be used for office and storage purposes and shall not be used for living or sleeping quarters. Any vehicle or portable building brought on the site during construction shall remain graffiti free.
- f. The site and its improvements shall be maintained in a neat and presentable condition, to the satisfaction of the Community Development Director. This shall include, but not be limited to, repainting surfaces damaged by graffiti and site clean-up. Graffiti removal/repainting and site clean-up shall occur on a continuing, as needed basis. Any vehicle or portable building brought on the site during construction shall remain graffiti free.
- g. Roof equipment shall not be visible from public streets. All equipment shall be fully screened within the context of the building's architecture, subject to the review and approval of the Community Development Director. Said screening design shall be maintained to the satisfaction of the Community Development Director. The building owner shall paint any visible portion(s) of the roof equipment and the inside of its screening wall within the context of the building's color scheme, and maintain the painted areas to the Community Development Director's satisfaction.
- h. Prior to the issuance of a sign permit, all signs, other than those referring to construction, sale, or future use of this site, shall be submitted for the review and approval of the Community Development Director.

Engineering Division

- i. The property owner shall install trash capture measures such as inlet filters or hydrodynamic separator units to address the requirements of Provision C.10 of the Regional Water Quality Control Board (RWQCB) Municipal Regional Permit (MRP) to the satisfaction of the City Engineer. The trash capture devices shall meet the full trash

capture requirements of the SF Bay Regional Water Quality Control Board AND shall comply with maintenance and performance requirements of the Mosquito Abatement District.

- j. Developer shall enter into an Agreement with the City of Newark that guarantees the property owner's perpetual maintenance obligation for all trash capture devices installed as part of the project. Said Agreement is required pursuant to Provisions C.3 and C.10 of the Municipal Regional Stormwater NPDES Permit. Said permit requires the City to provide verification and assurance that all trash capture devices will be properly operated and maintained. The Agreement shall be recorded against the property and shall run with the land.

Fire Department

- k. The project must comply with all building and fire codes in effect at time of building permit submittal.

Police Department

- l. The development shall comply with Chapter 15.06, *Security Code*, of the Newark Municipal Code.

General

- m. All proposed changes from approved exhibits shall be submitted to the Community Development Director who shall decide if they warrant Planning Commission and City Council review and, if so decided, said changes shall be submitted for the Commission's and Council's review and decision. The applicant shall pay the prevailing fee for each additional separate submittal of project exhibits requiring Planning Commission and/or City Council review and approval.
- n. If any condition of this conditional use permit be declared invalid or unenforceable by a court of competent jurisdiction, this conditional use permit shall terminate and be of no force and effect, at the election of the City Council on motion.
- o. This conditional use permit shall be given a hearing before the City Council for the Council's review and approval.
- p. Prior to the submittal for building permit review, all conditional use permit conditions of approval for this project, as approved by the City Council, shall be printed on the plans.
- q. The applicant hereby agrees to defend, indemnify, and save harmless the City of Newark, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by,

the City of Newark, its Council, boards, commissions, officers, employees or agents to challenge or void the permit granted herein or any California Environmental Quality Act determinations related thereto.

- r. In the event that any person should bring an action to attack, set aside, void or annul the City's approval of this project, the developer shall defend, indemnify and hold harmless the City and/or its agents, officers and employees from any claim, action, or proceeding against the City and/or its agents, officers and employees with counsel selected by the developer (which shall be the same counsel used by developer) and reasonably approved by the City. Developer's obligation to defend, indemnify and hold harmless the City and/or its agents, officers and employees shall be subject to the City's compliance with Government Code Section 66474.9.

- s. The Conditions of Project Approval set forth herein may include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and other exactions. The applicant is hereby further notified that the 90-day approval period in which the applicant may protest these fees, dedications, reservations and other exactions, pursuant to Government Code Section 66020(a), has begun. If the applicant fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the applicant will be legally barred from later challenging such exactions.

The Commission makes the findings prescribed in Newark Municipal Code Section 17.24.040.A. regarding colleges and Section 17.72.070, and directs a Notice of Decision be mailed to the applicant and filed with the City Clerk who shall present said Notice to the City Council pursuant to Newark Municipal Code Section 17.72.080.

This Resolution was introduced at the Planning Commission's November 8, 2016 meeting by Commissioner Fitts, seconded by Commissioner Bridges, and passed as follows:

AYES: Aguilar, Bridges, Fitts, Nillo and Otterstetter.

NOES: None.

ABSENT: None.

s/Terrence Grindall
TERRENCE GRINDALL, Secretary

s/Jeff Aguilar
JEFF AGUILAR, Chairperson

F.1 Approval of the Final Map and Subdivision Improvement Agreement for Tract 8098 - Glass Bay (TH-HW Newark, LLC), a 217-unit residential subdivision at 8400 Enterprise Drive in the Dumbarton Transit-Oriented Development Specific Plan project area – from Associate Civil Engineer Cangco. (RESOLUTION)

Background/Discussion – On April 23, 2015, the City Council approved Vesting Tentative Tract Map 8098 for a 217-unit residential subdivision at 8400 Enterprise Drive, generally located on the south side of Enterprise Drive and east of Willow Street. The developer, TH-HW Newark, LLC, has submitted the required fees, bonds, and other documents for approval of the Final Map for Tract 8098.

The Final Map dedicates public street rights-of-way for Seawind Way, Bay Crest Road, Bluff Way, Back Bay Road, Blue Anchor Way, and Bay Landing Road. The developer has executed a Subdivision Improvement Agreement and has posted a Performance Bond in the amount of \$7,302,000 and a Materials Bond in the amount of \$3,651,000. The bonds will guarantee construction of the new public street rights-of-way and private streets and improvements on Willow Street and Enterprise Drive.

The Final Map for Tract 8098 has been reviewed and found to be in conformance with Vesting Tentative Tract Map 8098 and the Conditions of Approval, and is now ready for City Council approval. 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 and Subdivision Improvement Agreement for Tract 8098 - Glass Bay (TH-HW Newark LLC), a 217-unit residential subdivision at 8400 Enterprise Drive in the Dumbarton Transit-Oriented Development Specific Plan project area.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING THE FINAL MAP AND
SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT
8098 - GLASS BAY (TH-HW NEWARK, LLC), A 217-UNIT
RESIDENTIAL SUBDIVISION AT 8400 ENTERPRISE DRIVE
IN THE DUMBARTON TRANSIT-ORIENTED
DEVELOPMENT SPECIFIC PLAN PROJECT AREA

WHEREAS, on April 23, 2015, with Resolution No. 10,342, the City Council of the City of Newark approved Vesting Tentative Tract Map 8098 for a 217-unit residential subdivision on an approximately 21.4 acre project site generally located on the south side of Enterprise Drive and east of Willow Street;

NOW THEREFORE, BE IT RESOLVED BY THE City Council of the City of Newark that the City Council does hereby approve the Final Map and improvement plans for Tract 8098, 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 TH-HW Newark, LLC., for the improvements of said tract.

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 8098.

BE IT FURTHER RESOLVED that the City Council does hereby approve the Performance Bond in the amount of \$7,302,000 and the Materials Bond in the amount of \$3,651,000 posted by the developer to secure the installation of improvements in accordance with the plans and specifications and the Subdivision Improvement Agreement.

BE IT FURTHER RESOLVED that the recording of the Final Map and final approval for the start of construction activity for Tract 8098, including issuance of all related construction permits, shall be at the discretion of the City Engineer.

OWNER'S STATEMENT

WE, THE UNDERSIGNED, TH-HW NEWARK LLC, A DELAWARE LIMITED LIABILITY COMPANY 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 8098", CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, CONSISTING OF TWENTY FIVE (25) SHEETS, THIS STATEMENT BEING UPON SHEET ONE (1) THEREOF; THAT WE ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THAT GRANT DEED RECORDED JANUARY 21, 2016 AS DOCUMENT NO. 2016014014 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 RECORDECTION OF THIS MAP AND SUBDIVISION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC STREET PURPOSES:

THE AREAS DESIGNATED AS ENTERPRISE DRIVE DEDICATION, BACK BAY ROAD, BAY LANDING ROAD, BAY CREST ROAD, BLUE ANCHOR WAY, BLUFF WAY AND SEAWIND WAY.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

WE HEREBY DECLARE 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 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 AN 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 SYSTEMS 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.

THE REAL PROPERTY DESCRIBED BELOW IS RESERVED FOR PRIVATE PURPOSES AND IS NOT DEDICATED TO THE PUBLIC.

WE ALSO HEREBY DECLARE AN EASEMENT FOR WATER LINE PURPOSES, THE AREAS OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "PWLE" (PRIVATE 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 AREA DESIGNATED AS PARCEL A, IS RESERVED FOR THE PURPOSE OF A PRIVATE PARK BUT NOT LIMITED TO PRIVATE INGRESS, EGRESS, PRIVATE UTILITIES, PRIVATE STORM DRAINAGE SYSTEM, AND IMPROVEMENTS. SAID PARCEL SHALL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION OF TRACT 8098 SUBSEQUENT TO THE FILING OF THIS MAP. MAINTENANCE OF SAID PARCEL AND IMPROVEMENTS ARE TO BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OF TRACT 8098.

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 8098; 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 AREAS DESIGNATED AS PARCEL D, PARCEL E, PARCEL F, PARCEL G, PARCEL H, PARCEL I, PARCEL J, PARCEL K, PARCEL L, PARCEL M, PARCEL N (SANDY COVE WAY), PARCEL O (PENINSULA WAY), PARCEL P (BAYPORT WAY), PARCEL Q (INLET ROAD), PARCEL R (DOCKPORT ROAD), PARCEL S (MARINE WAY), PARCEL T (COMPASS WAY), PARCEL U (BLUE TIDE WAY), ARE RESERVED FOR THE USE OF THE HOME OWNERS AND RESIDENCES OF TRACT 8098 AND VISITORS OF THIS SUBDIVISION, NOT LIMITED TO PRIVATE INGRESS, EGRESS, PRIVATE UTILITIES AND IMPROVEMENTS. SAID PARCELS SHALL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION OF TRACT 8098 SUBSEQUENT TO THE FILING OF THIS MAP. MAINTENANCE OF SAID PARCELS AND IMPROVEMENTS TO BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OF TRACT 8098.

WE ALSO HEREBY RESERVE "SYE" (SIDE YARD EASEMENT) IN FAVOR OF AND FOR THE EXCLUSIVE USE OF THE LOTS ADJACENT TO EACH EASEMENT, SAID EASEMENT IS TO BE KEPT OPEN AND FREE FROM BUILDINGS.

TRACT 8098

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR RESIDENTIAL PURPOSES
CONSISTING OF 25 SHEETS
BEING A SUBDIVISION OF PARCEL 1, 2 AND 3 AS SHOWN ON
PARCEL MAP 5019 FILED IN BOOK 172 OF PARCEL MAPS, AT PAGE
32, AND A PORTION OF LOTS 14 TO 19, INCLUSIVE, BLOCK 23,
ALONG WITH A PORTION OF CHESTNUT STREET AND LAUREL
STREET, AS SHOWN ON MAP OF TOWN OF NEWARK, FILED IN MAP
BOOK 17, PAGE 10, ALAMEDA COUNTY RECORDS.

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

OCTOBER 2016

OWNER'S STATEMENT CONTINUED

WE ALSO HEREBY DECLARE THAT THE AREAS DESIGNATED AS PARCEL B AND PARCEL C 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 8098 SUBSEQUENT TO THE FILING OF THIS MAP. MAINTENANCE OF SAID PARCELS AND IMPROVEMENTS ARE TO BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OF TRACT 8098.

WE ALSO HEREBY DECLARE THAT THE AREAS DESIGNATED AS PARCEL V AND PARCEL W ARE RESERVED FOR THE PURPOSE OF LANDSCAPING BUT NOT LIMITED TO PRIVATE INGRESS, EGRESS, PRIVATE UTILITIES AND IMPROVEMENTS. SAID PARCELS SHALL BE CONVEYED TO THE HOMEOWNERS ASSOCIATION OF TRACT 8098 SUBSEQUENT TO THE FILING OF THIS MAP. MAINTENANCE OF SAID PARCELS AND IMPROVEMENTS ARE TO BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OF TRACT 8098.

THIS MAP SHOWS OR NOTES ALL THE EASEMENTS EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP AS SHOWN ON THE PRELIMINARY TITLE REPORT ORDER NUMBER 0192-439871 DATED JANUARY 21, 2016, PREPARED BY FIRST AMERICAN TITLE COMPANY.

TH-HW NEWARK LLC, A DELAWARE LIMITED LIABILITY COMPANY

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/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT
HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT
BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:
SIGNATURE: _____
NAME (PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

TRUSTEE'S STATEMENT

THE UNDERSIGNED CORPORATION, AS TRUSTEE UNDER THE DEEDS OF TRUST RECORDED ON JANUARY 21, 2016 AS INSTRUMENT NO. 2016014015 OF OFFICIAL RECORDS, ALAMEDA COUNTY, CALIFORNIA; DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNERS STATEMENT AND ALL DEDICATIONS SHOWN HEREIN.

FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION

BY: _____
TITLE: _____
DATE: _____

TRUSTEE'S ACKNOWLEDGMENT

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

STATE OF _____ } SS.
COUNTY OF _____ }

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

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

WITNESS MY HAND:
SIGNATURE: _____
NAME (PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

COUNTY RECORDER'S STATEMENT

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

FEES: _____ PD.

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

BY: _____
DEPUTY COUNTY RECORDER

TRACT 8098

SHEET 1 OF 25

TRACT 8098

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR RESIDENTIAL PURPOSES
CONSISTING OF 25 SHEETS

BEING A SUBDIVISION OF PARCEL 1, 2 AND 3 AS SHOWN ON
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STREET, AS SHOWN ON MAP OF TOWN OF NEWARK, FILED IN MAP
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Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

OCTOBER 2016

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 JUNE 2015, 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 2019 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 21.38± ACRES, MORE OR LESS.

MARK H. WEHBER, P.L.S.
L.S. NO. 7960
REGISTRATION EXPIRES: MARCH 31, 2018



DATE _____

ABANDONMENT NOTE

PURSUANT TO SECTIONS 66498.20.2 AND 66434 (g) OF THE SUBDIVISION MAP ACT, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED AND NOT SHOWN HEREON:

- EASEMENT FOR ROADWAY AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF NEWARK PER INSTRUMENT NO. 943B4011.
- EASEMENT FOR INSTALLING AND THEREAFTER MAINTAINING LANDSCAPING PLANTING AND IRRIGATIONS SYSTEMS AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF NEWARK PER INSTRUMENT NO. 943B4012
- EASEMENT FOR ROADWAY AND PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF NEWARK PER INSTRUMENT NO. 2013316077.

SOILS REPORT

A SOILS REPORT ON WAS PREPARED BY STEVENS, FERRONE & BAILEY ENGINEERING COMPANY, INC., DATED JULY 25, 2012, PROJECT NO. S75-2, SIGNED BY KENNETH C. FERRONE, P.E., G.E., C.E.G., & TAIMING CHEN, P.E., G.E. AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

CITY ENGINEER'S STATEMENT

I, SOREN FAJEAU, CITY ENGINEER FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT 8098", CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, CONSISTING OF TWENTY FIVE (25) SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF, THAT THE SUBDIVISION AS SHOWN UPON SAID MAP IS SUBSTANTIALLY THE SAME AS SAID SUBDIVISION APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATION THEREOF; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA, AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

IN WITNESS, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2016.

SOREN FAJEAU, PE 66545
REGISTRATION EXPIRES: JUNE 30, 2016
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(g)(4) OF THE GOVERNMENT CODE THAT I HAVE EXAMINED THE HEREIN EMBODIED MAP ENTITLED "TRACT 8098", CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, CONSISTING OF TWENTY FIVE (25) SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

IN WITNESS, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2016.

MITCHELL L. MOUGHON, RCE 29509
REGISTRATION EXPIRES: MARCH 31, 2017
SPECIAL ASSISTANT FOR THE CITY OF NEWARK
COUNTY OF ALAMEDA, CALIFORNIA

DATE _____

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 8098", CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, CONSISTING OF TWENTY FIVE (25) 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 _____, 2016, 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 HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2016.

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 HEREUNTO 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

SIGNATURE OF OMISSIONS

IN ACCORDANCE WITH SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING HOLDERS OF RIGHTS OF WAY OR EASEMENTS, WHICH CANNOT RIPEN INTO FEE, HAVE BEEN OMITTED:

- ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PER INSTRUMENT NO BA55552, BOOK 2185 PAGE 593 ALAMEDA COUNTY RECORDS.
- PACIFIC GAS AND ELECTRIC EASEMENT REEL 2708 IMAGE 485, REEL 2710 IMAGE 483, REEL 2726 IMAGE 478.

TRACT 8098

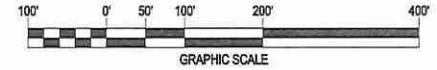
SHEET 2 OF 25

TRACT 8098

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
 FOR RESIDENTIAL PURPOSES
 CONSISTING OF 25 SHEETS
 BEING A SUBDIVISION OF PARCEL 1, 2 AND 3 AS SHOWN ON
 PARCEL MAP 5019 FILED IN BOOK 172 OF PARCEL MAPS, AT PAGE
 32, AND A PORTION OF LOTS 14 TO 19, INCLUSIVE, BLOCK 23,
 ALONG WITH A PORTION OF CHESTNUT STREET AND LAUREL
 STREET, AS SHOWN ON MAP OF TOWN OF NEWARK, FILED IN MAP
 BOOK 17, PAGE 10, ALAMEDA COUNTY RECORDS.

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

SCALE: 1" = 100' OCTOBER 2016



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENT LINE ON WILLOW STREET TAKEN AS NORTH 21°47'49" WEST AS SHOWN ON TRACT 8085 (339 PM 76). THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3 (NAD 83). DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	CENTERLINE
	EASEMENT LINE
	MONUMENT LINE
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-CL)	MONUMENT TO CENTERLINE
(M-ML)	MONUMENT TO MONUMENT LINE
(PL-PL)	PROPERTY LINE TO PROPERTY LINE
(T)	TOTAL
⊙	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT
⊙	SET 5/8" REBAR AND CAP, LS 7960
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
SYE	SIDEWAY EASEMENT
PWLE	PRIVATE WATER LINE EASEMENT

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) PARCEL MAP 5019 (172 PM 32)
- (2) PARCEL MAP 5585 (187 PM 43)
- (3) PARCEL MAP 1317 (83 PM 8)
- (4) DEED (2013-360726)
- (5) PARCEL MAP 3834 (137 PM 59)
- (6) PARCEL MAP 7087 (232 PM 23)
- (7) PARCEL MAP 1130 (105 PM 82)
- (8) RECORD OF SURVEY NO 640 (11 RS 81)
- (9) PARCEL MAP 7505 (252 PM 81)
- (10) MAP OF THE TOWN OF NEWARK (17 M 10)
- (11) TRACT 8085 (339 M 76)

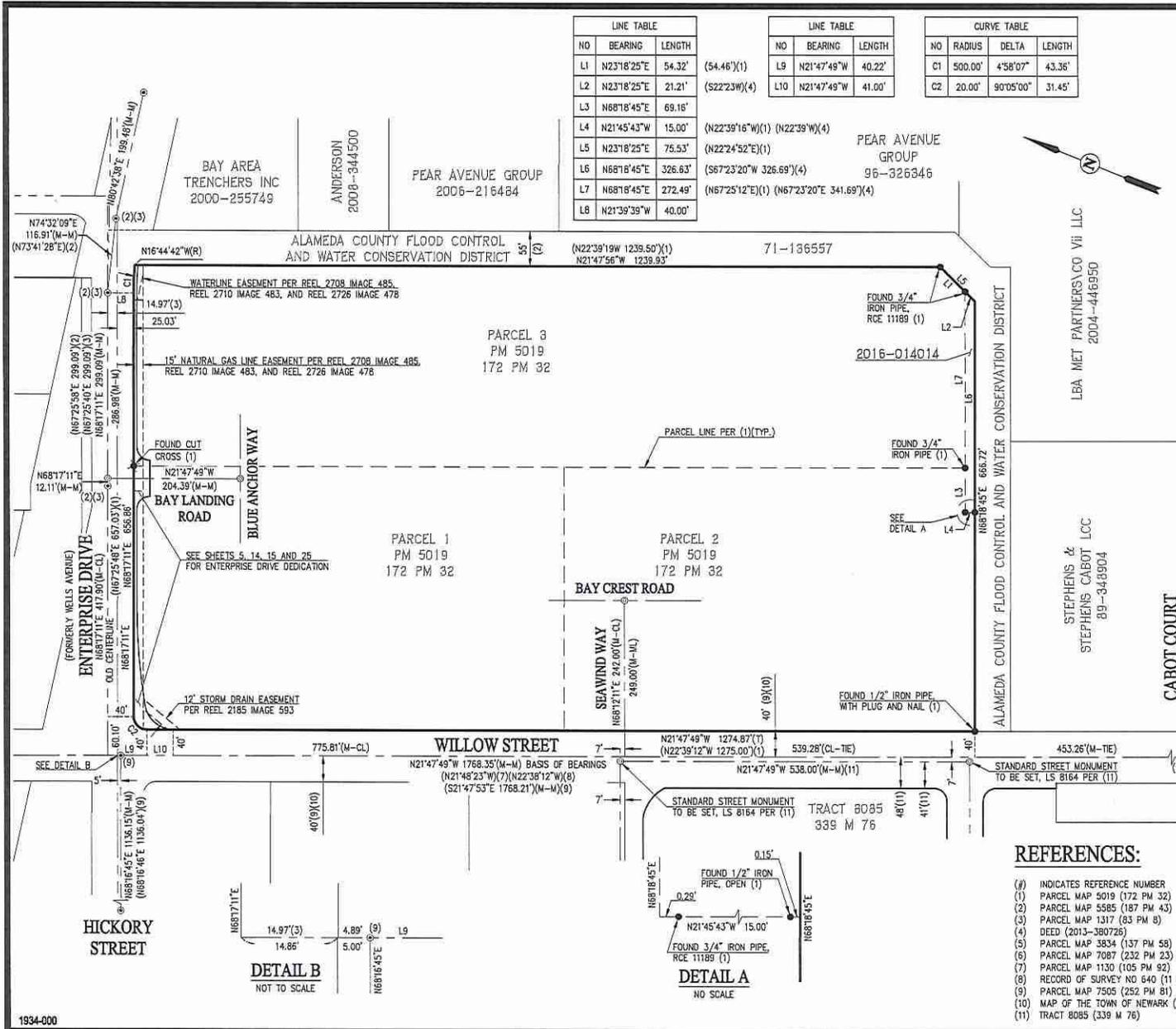
TRACT 8098

SHEET 3 OF 25

LINE TABLE	
NO	BEARING LENGTH
L1	N23°18'25"E 54.32' (54.46')(1)
L2	N23°18'25"E 21.21' (522'23W)(4)
L3	N68°18'45"E 69.16' (N22°39'16"W)(1) (N22°39'W)(4)
L4	N21°45'43"W 15.00' (N22°24'52"E)(1)
L5	N23°18'25"E 75.53' (S67°23'20"W 326.69')(4)
L6	N68°18'45"E 326.63' (N67°25'12"E)(1) (N67°23'20"E 341.69')(4)
L7	N68°18'45"E 272.49'
L8	N21°39'39"W 40.00'

LINE TABLE	
NO	BEARING LENGTH
L9	N21°47'49"W 40.22'
L10	N21°47'49"W 41.00'

CURVE TABLE		
NO	RADIUS	DELTA LENGTH
C1	500.00'	4°58'07" 43.36'
C2	20.00'	90°05'00" 31.45'



TRACT 8098

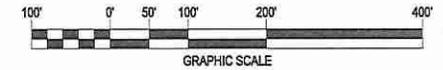
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR RESIDENTIAL PURPOSES
CONSISTING OF 25 SHEETS

BEING A SUBDIVISION OF PARCEL 1, 2 AND 3 AS SHOWN ON
PARCEL MAP 5019 FILED IN BOOK 172 OF PARCEL MAPS, AT PAGE
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STREET, AS SHOWN ON MAP OF TOWN OF NEWARK, FILED IN MAP
BOOK 17, PAGE 10, ALAMEDA COUNTY RECORDS.

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 100' OCTOBER 2016



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENT LINE ON WILLOW STREET TAKEN AS NORTH 21°47'49" WEST AS SHOWN ON TRACT 8085 (339 PM 76). THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3 (NAD 83). DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	CENTERLINE
	EASEMENT LINE
	MONUMENT LINE
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-CL)	MONUMENT TO CENTERLINE
(M-ML)	MONUMENT TO MONUMENT LINE
(PL-PL)	PROPERTY LINE TO PROPERTY LINE
(T)	TOTAL
⊙	FOUND STANDARD STREET MONUMENT
⊗	SET STANDARD STREET MONUMENT
○	SET 5/8" REBAR AND CAP, LS 7960
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
SYE	SIDEYARD EASEMENT
PWLE	PRIVATE WATER LINE EASEMENT
(25)	SHEET NUMBER
	SHEET LIMIT

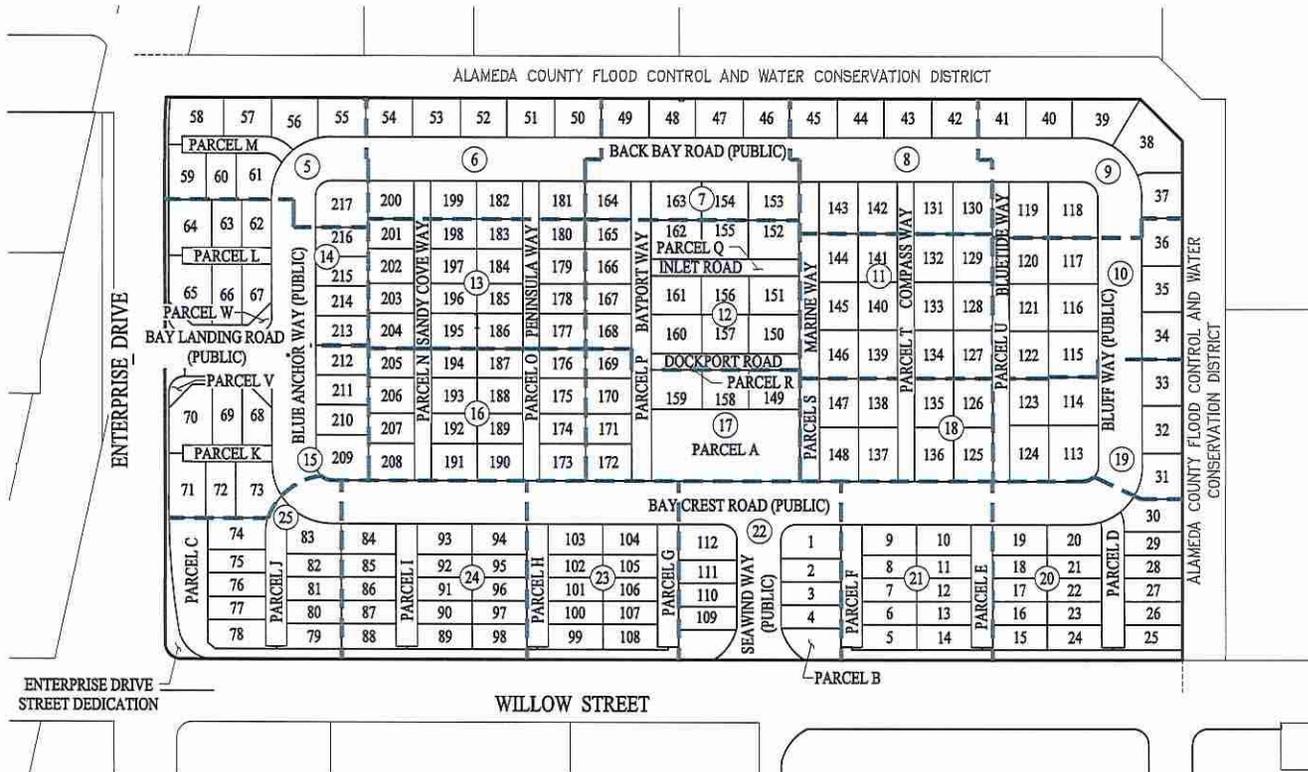
REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) PARCEL MAP 5019 (172 PM 32)
- (2) PARCEL MAP 5585 (187 PM 43)
- (3) PARCEL MAP 1317 (83 PM 8)
- (4) DEED (2013-380726)
- (5) PARCEL MAP 3834 (137 PM 58)
- (6) PARCEL MAP 7087 (232 PM 23)
- (7) PARCEL MAP 1130 (105 PM 92)
- (8) RECORD OF SURVEY NO 640 (11 RS 61)
- (9) PARCEL MAP 7505 (252 PM 81)
- (10) MAP OF THE TOWN OF NEWARK (17 M 10)
- (11) TRACT 8085 (339 M 76)

TRACT 8098

SHEET 4 OF 25

1934-000



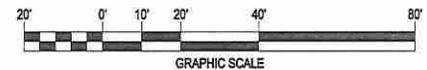
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

TRACT 8098

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
 FOR RESIDENTIAL PURPOSES
 CONSISTING OF 25 SHEETS
 BEING A SUBDIVISION OF PARCEL 1, 2 AND 3 AS SHOWN ON
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Carlson, Barbee & Gibson, Inc.
 CIVIL ENGINEERS • SURVEYORS • PLANNERS
 SAN RAMON, CALIFORNIA

SCALE: 1" = 20' OCTOBER 2016



BASIS OF BEARINGS:

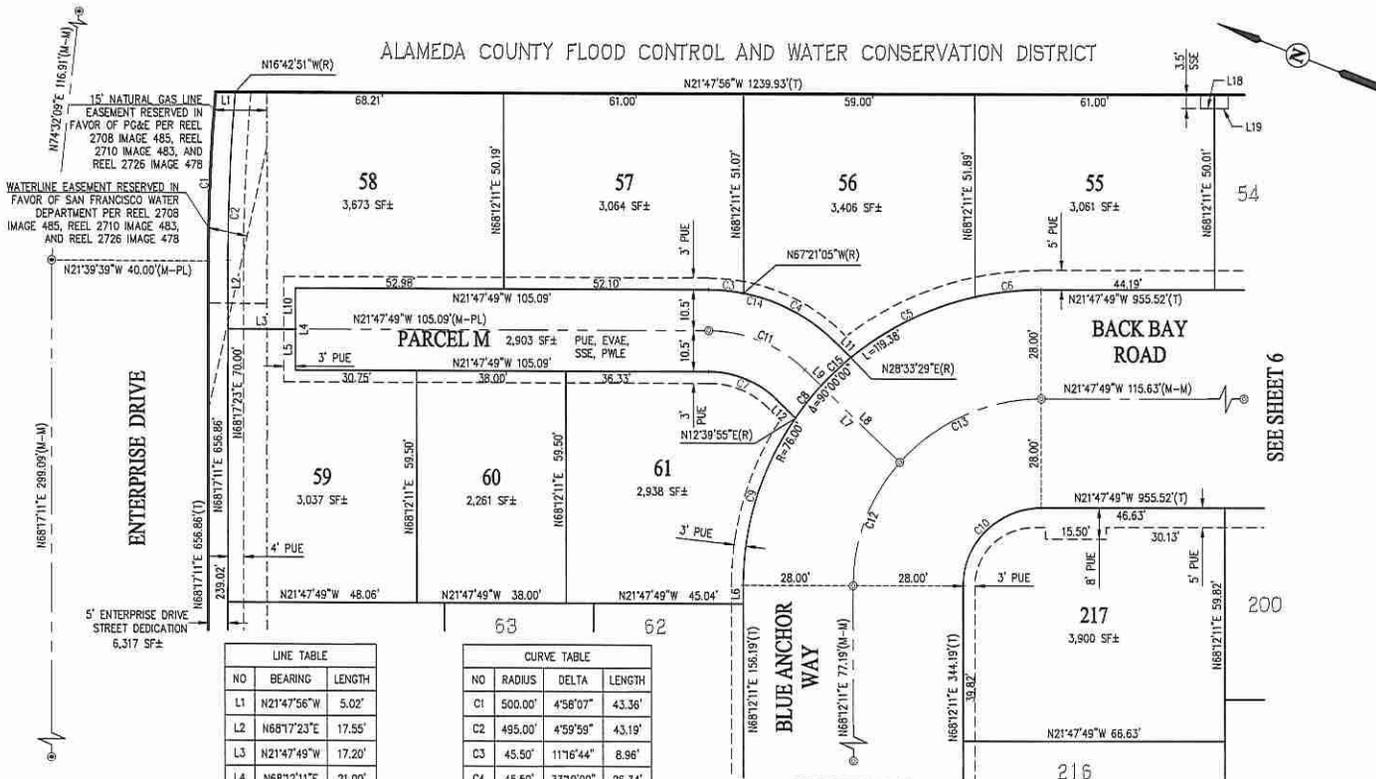
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENT LINE ON WILLOW STREET TAKEN AS NORTH 21°47'49" WEST AS SHOWN ON TRACT 8085 (339 PM 76). THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3 (NAD 83). DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	CENTERLINE
	EASEMENT LINE
	MONUMENT LINE
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-CL)	MONUMENT TO CENTERLINE
(M-ML)	MONUMENT TO MONUMENT LINE
(PL-PL)	PROPERTY LINE TO PROPERTY LINE
(T)	TOTAL
⊙	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT
○	SET 5/8" REBAR AND CAP, LS 7960
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
SYE	SIDEYARD EASEMENT
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REFERENCES:

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- (2) PARCEL MAP 5585 (187 PM 43)
- (3) PARCEL MAP 1317 (83 PM 8)
- (4) DEED (2013-380726)
- (5) PARCEL MAP 3834 (137 PM 58)
- (6) PARCEL MAP 7087 (232 PM 23)
- (7) PARCEL MAP 1130 (105 PM 82)
- (8) RECORD OF SURVEY NO 640 (11 RS 81)
- (9) PARCEL MAP 7505 (252 PM 81)
- (10) MAP OF THE TOWN OF NEWARK (17 M 10)
- (11) TRACT 8085 (339 M 76)



LINE TABLE

NO	BEARING	LENGTH
L1	N21°47'56"W	5.02'
L2	N68°17'23"E	17.55'
L3	N21°47'49"W	17.20'
L4	N68°12'11"E	21.00'
L5	N68°12'11"E	10.50'
L6	N68°12'11"E	4.69'
L7	N22°38'55"E	33.65' (T)
L8	N22°38'55"E	27.91' (M-PL)
L9	N22°38'55"E	5.74'
L10	N68°12'11"E	10.50'
L11	N22°38'55"E	6.10'
L12	N22°38'55"E	6.85'
L18	N21°47'42"W	3.50'
L19	N21°47'42"W	3.50'

CURVE TABLE

NO	RADIUS	DELTA	LENGTH
C1	500.00'	4°58'07"	43.36'
C2	495.00'	4°59'58"	43.19'
C3	45.50'	11°16'44"	8.96'
C4	45.50'	33°10'00"	26.34'
C5	76.00'	26°52'08"	35.64'
C6	76.00'	12°46'36"	16.95'
C7	24.50'	44°26'44"	19.01'
C8	76.00'	15°53'33"	21.08'
C9	76.00'	34°27'44"	45.71'
C10	20.00'	90°00'00"	31.42'
C11	35.00'	44°26'43"	27.15'
C12	48.00'	41°15'02"	34.56' (M-M)
C13	48.00'	48°44'58"	40.84' (M-M)
C14	45.50'	44°26'44"	35.30'
C15	76.00'	7°55'36"	10.51'

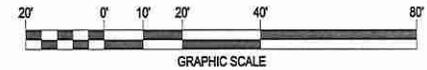
TRACT 8098

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR RESIDENTIAL PURPOSES
CONSISTING OF 25 SHEETS

BEING A SUBDIVISION OF PARCEL 1, 2 AND 3 AS SHOWN ON
PARCEL MAP 5019 FILED IN BOOK 172 OF PARCEL MAPS, AT PAGE
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Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 20' OCTOBER 2016



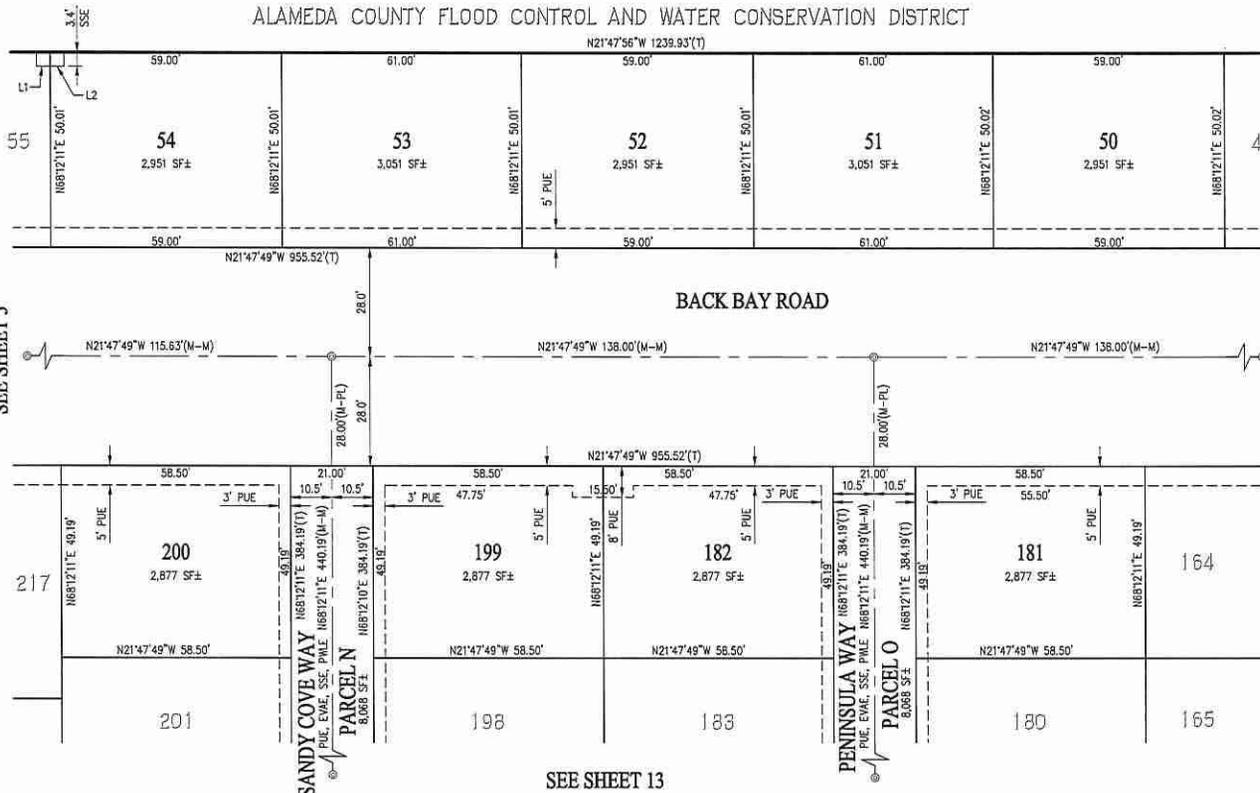
BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENT LINE ON WILLOW STREET TAKEN AS NORTH 21°47'49" WEST AS SHOWN ON TRACT 8085 (339 PM 76). THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3 (NAD 83). DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	CENTERLINE
	EASEMENT LINE
	MONUMENT LINE
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-CL)	MONUMENT TO CENTERLINE
(M-ML)	MONUMENT TO MONUMENT LINE
(PL-PL)	PROPERTY LINE TO PROPERTY LINE
(T)	TOTAL
⊙	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT
○	SET 5/8" REBAR AND CAP, LS. 7960
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
SYE	SIDEYARD EASEMENT
PMLE	PRIVATE WATER LINE EASEMENT

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT



SEE SHEET 5

SEE SHEET 7

SEE SHEET 13

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) PARCEL MAP 5019 (172 PM 32)
- (2) PARCEL MAP 5585 (187 PM 43)
- (3) PARCEL MAP 1317 (83 PM 8)
- (4) DEED (2013-380726)
- (5) PARCEL MAP 3834 (137 PM 58)
- (6) PARCEL MAP 7067 (232 PM 23)
- (7) PARCEL MAP 1130 (105 PM 92)
- (8) RECORD OF SURVEY NO 640 (11 RS 61)
- (9) PARCEL MAP 7505 (252 PM 81)
- (10) MAP OF THE TOWN OF NEWARK (17 M 10)
- (11) TRACT 8085 (339 M 76)

LINE TABLE		
NO	BEARING	LENGTH
L1	N21°47'42"W	3.50'
L2	N21°47'42"W	3.50'

TRACT 8098

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR RESIDENTIAL PURPOSES
CONSISTING OF 25 SHEETS

BEING A SUBDIVISION OF PARCEL 1, 2 AND 3 AS SHOWN ON
PARCEL MAP 5019 FILED IN BOOK 172 OF PARCEL MAPS, AT PAGE
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STREET, AS SHOWN ON MAP OF TOWN OF NEWARK, FILED IN MAP
BOOK 17, PAGE 10, ALAMEDA COUNTY RECORDS.

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

SCALE: 1" = 20'
OCTOBER 2016



BASIS OF BEARINGS:

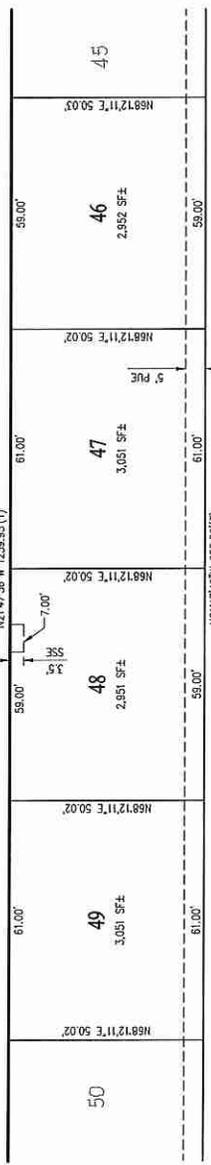
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENT LINE
ON WILSON STREET TAKEN AS NORTH 21°17'45" WEST AS SHOWN
ON TRACT 8085 (339 PM 75). THE BEARINGS SHOWN HEREON ARE
BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3 (NAD
83). DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- CENTERLINE
- EASEMENT LINE
- MONUMENT LINE
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (M-CL) MONUMENT TO CENTERLINE
- (M-AL) MONUMENT TO ALIEN LINE
- (PL-PL) PROPERTY LINE TO PROPERTY LINE
- (T) TOTAL
- ⊙ FOUND STANDARD STREET MONUMENT
- ⊙ SET STANDARD STREET MONUMENT
- SET 5/8" REBAR AND CAP, LS 7960
- ◊ EMERGENCY VEHICLE ACCESS EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT
- PULE PUBLIC UTILITY EASEMENT
- SSE SANITARY SEWER EASEMENT
- SSE SIDEYARD EASEMENT
- PWLE PRIVATE WATER LINE EASEMENT



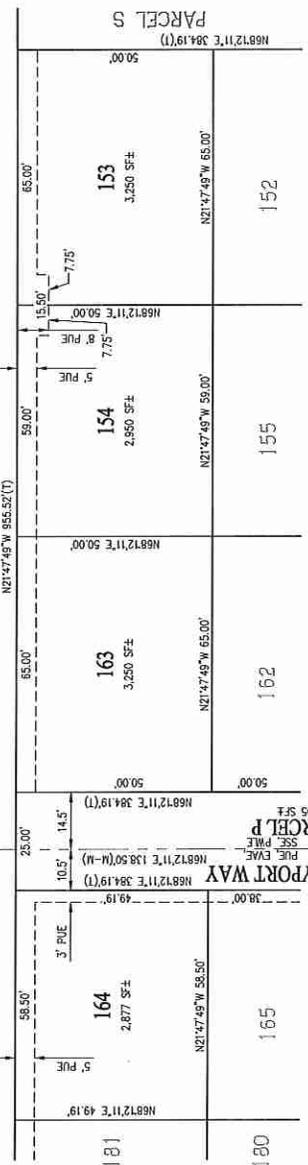
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT



BACK BAY ROAD

SEE SHEET 8

SEE SHEET 6



SEE SHEET 12

REFERENCES:

- (0) INDICATES REFERENCE NUMBER
- (1) PARCEL MAP 5019 (172 PM 32)
- (2) PARCEL MAP 5585 (187 PM 43)
- (3) PARCEL MAP 1317 (83 PM 8)
- (4) BEED (2015-390726)
- (5) PARCEL MAP 3834 (137 PM 98)
- (6) PARCEL MAP 1187 (282 PM 23)
- (7) PARCEL MAP 1187 (282 PM 23)
- (8) RECORD OF SURVEY NO. 640 (11 RS 81)
- (9) PARCEL MAP 7505 (252 PM 81)
- (10) MAP OF THE TOWN OF NEWARK (17 M 10)
- (11) TRACT 8085 (339 M 75)

TRACT 8098

SHEET 7 OF 25

1934-000

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

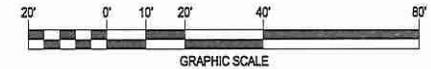
TRACT 8098

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
 FOR RESIDENTIAL PURPOSES
 CONSISTING OF 25 SHEETS
 BEING A SUBDIVISION OF PARCEL 1, 2 AND 3 AS SHOWN ON
 PARCEL MAP 5019 FILED IN BOOK 172 OF PARCEL MAPS, AT PAGE
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 ALONG WITH A PORTION OF CHESTNUT STREET AND LAUREL
 STREET, AS SHOWN ON MAP OF TOWN OF NEWARK, FILED IN MAP
 BOOK 17, PAGE 10, ALAMEDA COUNTY RECORDS.

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 SAN RAMON, CALIFORNIA

SCALE: 1" = 20' OCTOBER 2016

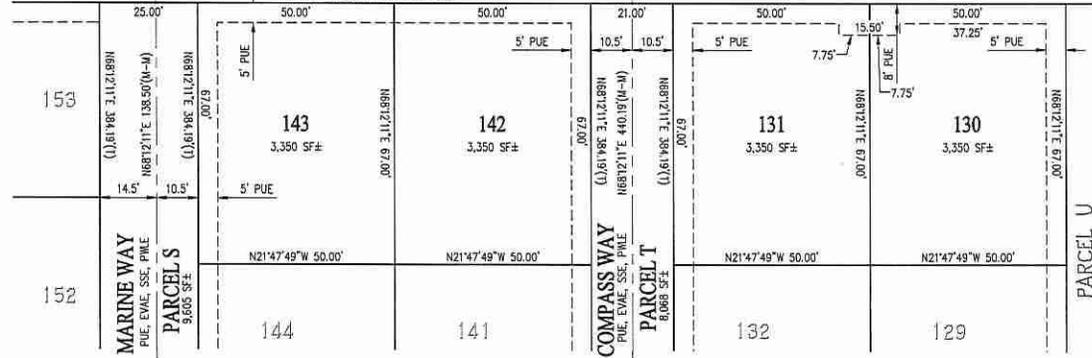
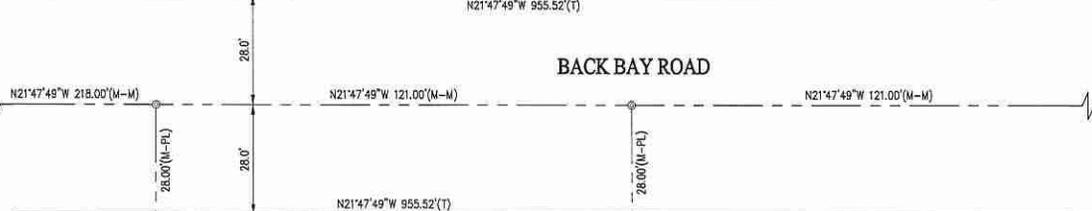
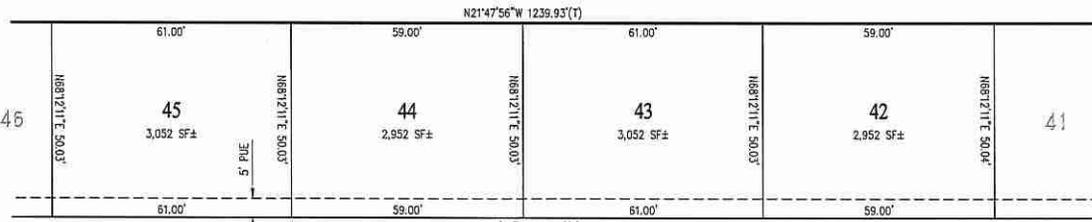


BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENT LINE ON WILLOW STREET TAKEN AS NORTH 21°47'49" WEST AS SHOWN ON TRACT 8085 (339 PM 76). THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3 (NAD 83). DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	CENTERLINE
	EASEMENT LINE
	MONUMENT LINE
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-CL)	MONUMENT TO CENTERLINE
(M-ML)	MONUMENT TO MONUMENT LINE
(PL-PL)	PROPERTY LINE TO PROPERTY LINE
(T)	TOTAL
⊙	FOUND STANDARD STREET MONUMENT
⊗	SET STANDARD STREET MONUMENT
○	SET 5/8" REBAR AND CAP, LS 7960
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
SYE	SIDEYARD EASEMENT
PWLE	PRIVATE WATER LINE EASEMENT



SEE SHEET 7

SEE SHEET 9

SEE SHEET 11

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) PARCEL MAP 5019 (172 PM 32)
- (2) PARCEL MAP 5585 (187 PM 43)
- (3) PARCEL MAP 1317 (83 PM 8)
- (4) DEED (2013-360726)
- (5) PARCEL MAP 3834 (137 PM 58)
- (6) PARCEL MAP 7087 (232 PM 23)
- (7) PARCEL MAP 1130 (126 PM 32)
- (8) RECORD OF SURVEY NO 840 (11 RS 81)
- (9) PARCEL MAP 7505 (252 PM 81)
- (10) MAP OF THE TOWN OF NEWARK (17 M 10)
- (11) TRACT 8085 (339 M 76)

TRACT 8098

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT



TRACT 8098

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR RESIDENTIAL PURPOSES
CONSISTING OF 25 SHEETS

BEING A SUBDIVISION OF PARCEL 1, 2 AND 3 AS SHOWN ON
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SAN RAMON, CALIFORNIA

SCALE: 1" = 20' OCTOBER 2016



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83). DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

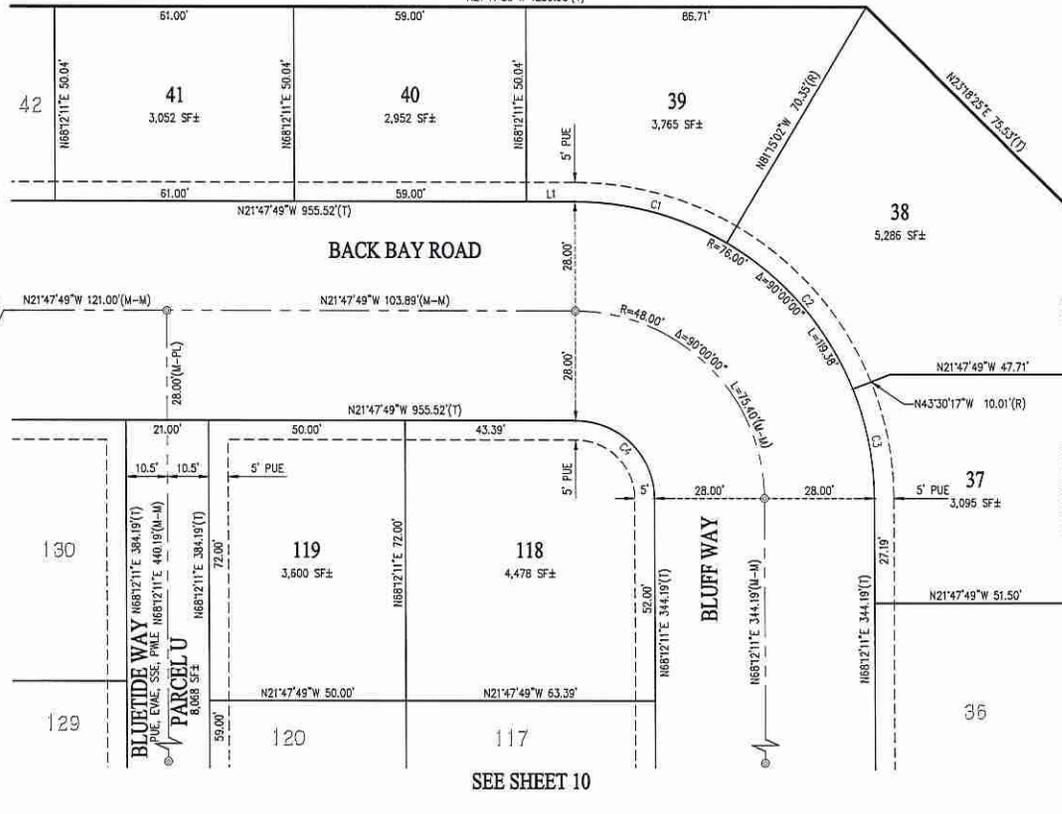
LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	CENTERLINE
	EASEMENT LINE
	MONUMENT LINE
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-CL)	MONUMENT TO CENTERLINE
(M-ML)	MONUMENT TO MONUMENT LINE
(PL-PL)	PROPERTY LINE TO PROPERTY LINE
(T)	TOTAL
⊙	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT
⊙	SET 5/8" REBAR AND CAP, LS 7990
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
SYE	SIDEYARD EASEMENT
PWLE	PRIVATE WATER LINE EASEMENT

LINE TABLE		
NO	BEARING	LENGTH
L1	N21°47'49"W	12.32'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	76.00'	30°32'47"	40.52'
C2	76.00'	37°44'46"	50.07'
C3	76.00'	21°42'27"	28.79'
C4	20.00'	90°00'00"	31.42'

ALAMEDA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT



SEE SHEET 8

SEE SHEET 10

REFERENCES:

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- (2) PARCEL MAP 5585 (187 PM 43)
- (3) PARCEL MAP 1317 (83 PM 8)
- (4) DEED (2013-380726)
- (5) PARCEL MAP 3834 (137 PM 58)
- (6) PARCEL MAP 7087 (232 PM 23)
- (7) PARCEL MAP 1130 (105 PM 92)
- (8) RECORD OF SURVEY NO 640 (11 RS 81)
- (9) PARCEL MAP 7505 (252 PM 83)
- (10) MAP OF THE TOWN OF NEWARK (17 M 10)
- (11) TRACT 8085 (339 M 76)

TRACT 8098

SHEET 9 OF 25

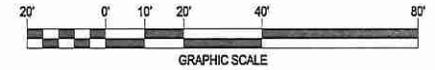
TRACT 8098

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SAN RAMON, CALIFORNIA

SCALE: 1" = 20' OCTOBER 2016



BASIS OF BEARINGS:

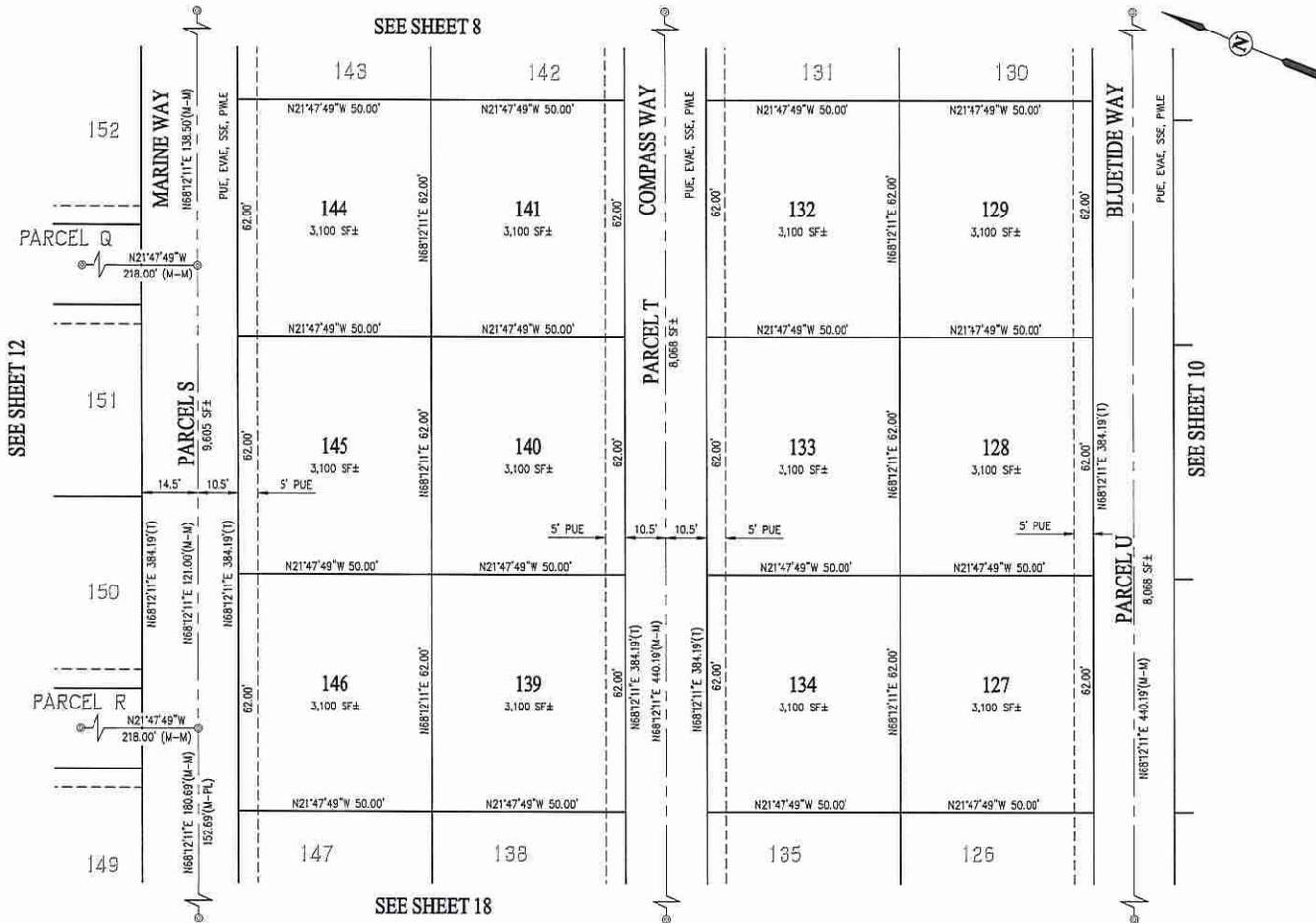
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LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	CENTERLINE
	EASEMENT LINE
	MONUMENT LINE
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
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(M-CL)	MONUMENT TO CENTERLINE
(M-ML)	MONUMENT TO MONUMENT LINE
(PL-PL)	PROPERTY LINE TO PROPERTY LINE
(T)	TOTAL
⊙	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT
○	SET 5/8" REBAR AND CAP, LS 7860
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
SYE	SIDEYARD EASEMENT
PWLE	PRIVATE WATER LINE EASEMENT

TRACT 8098

SHEET 11 OF 25



SEE SHEET 8

SEE SHEET 18

REFERENCES:

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- (2) PARCEL MAP 5585 (187 PM 43)
- (3) PARCEL MAP 1317 (83 PM 8)
- (4) DEED (2013-380726)
- (5) PARCEL MAP 3834 (137 PM 58)
- (6) PARCEL MAP 7087 (232 PM 23)
- (7) PARCEL MAP 1130 (105 PM 92)
- (8) RECORD OF SURVEY NO 640 (11 RS 81)
- (9) PARCEL MAP 7505 (252 PM 81)
- (10) MAP OF THE TOWN OF NEWARK (17 M 10)
- (11) TRACT 8085 (339 M 76)

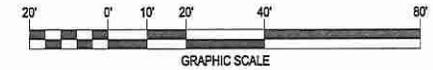
TRACT 8098

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
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Carlson, Barbee & Gibson, Inc.
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SAN RAMON, CALIFORNIA

SCALE: 1" = 20' OCTOBER 2016



BASIS OF BEARINGS:

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LEGEND

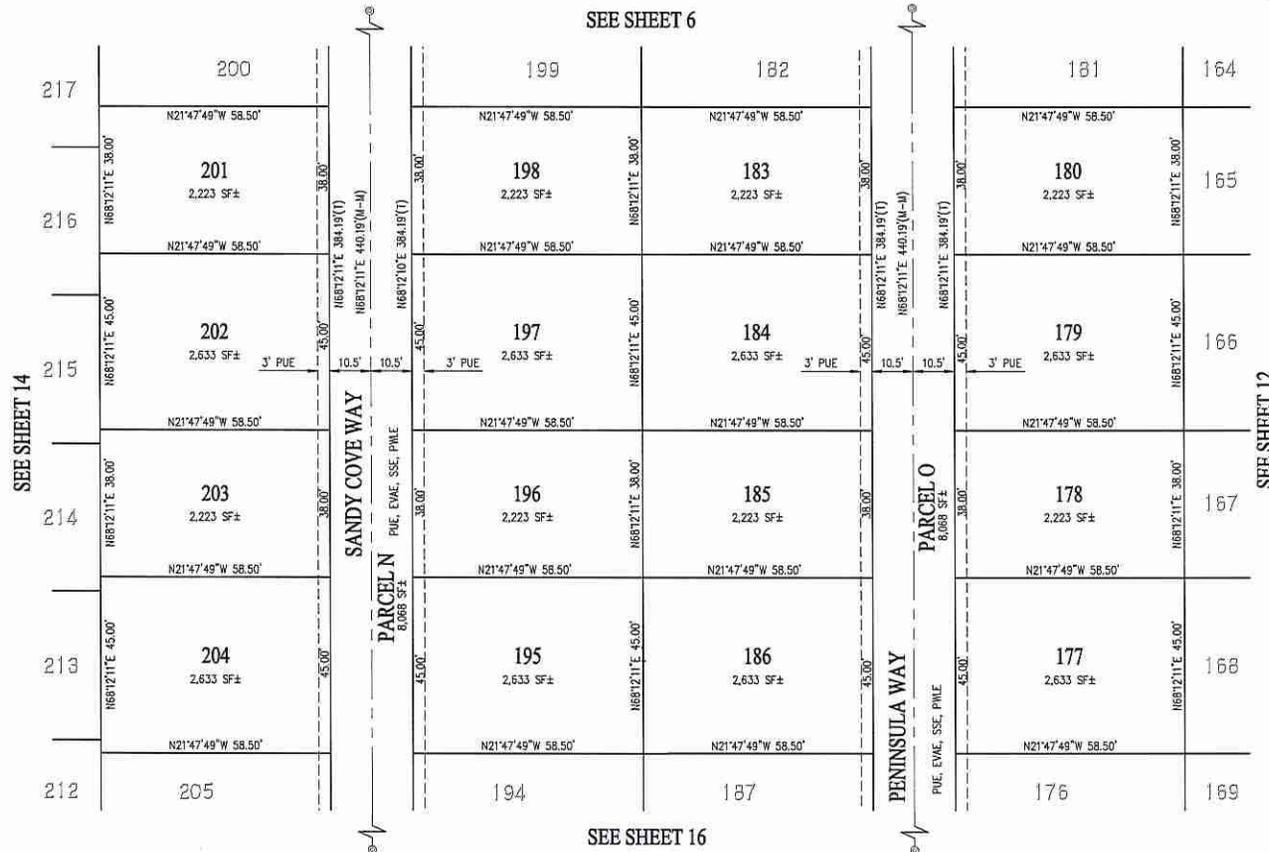
	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	CENTERLINE
	EASEMENT LINE
	MONUMENT LINE
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-CL)	MONUMENT TO CENTERLINE
(M-ML)	MONUMENT TO MONUMENT LINE
(PL-PL)	PROPERTY LINE TO PROPERTY LINE
(T)	TOTAL
⊙	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT
⊙	SET 5/8" REBAR AND CAP, LS 7960
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
SYE	SIDEYARD EASEMENT
PWLE	PRIVATE WATER LINE EASEMENT

TRACT 8098

SHEET 13 OF 25

SEE SHEET 6

SEE SHEET 16



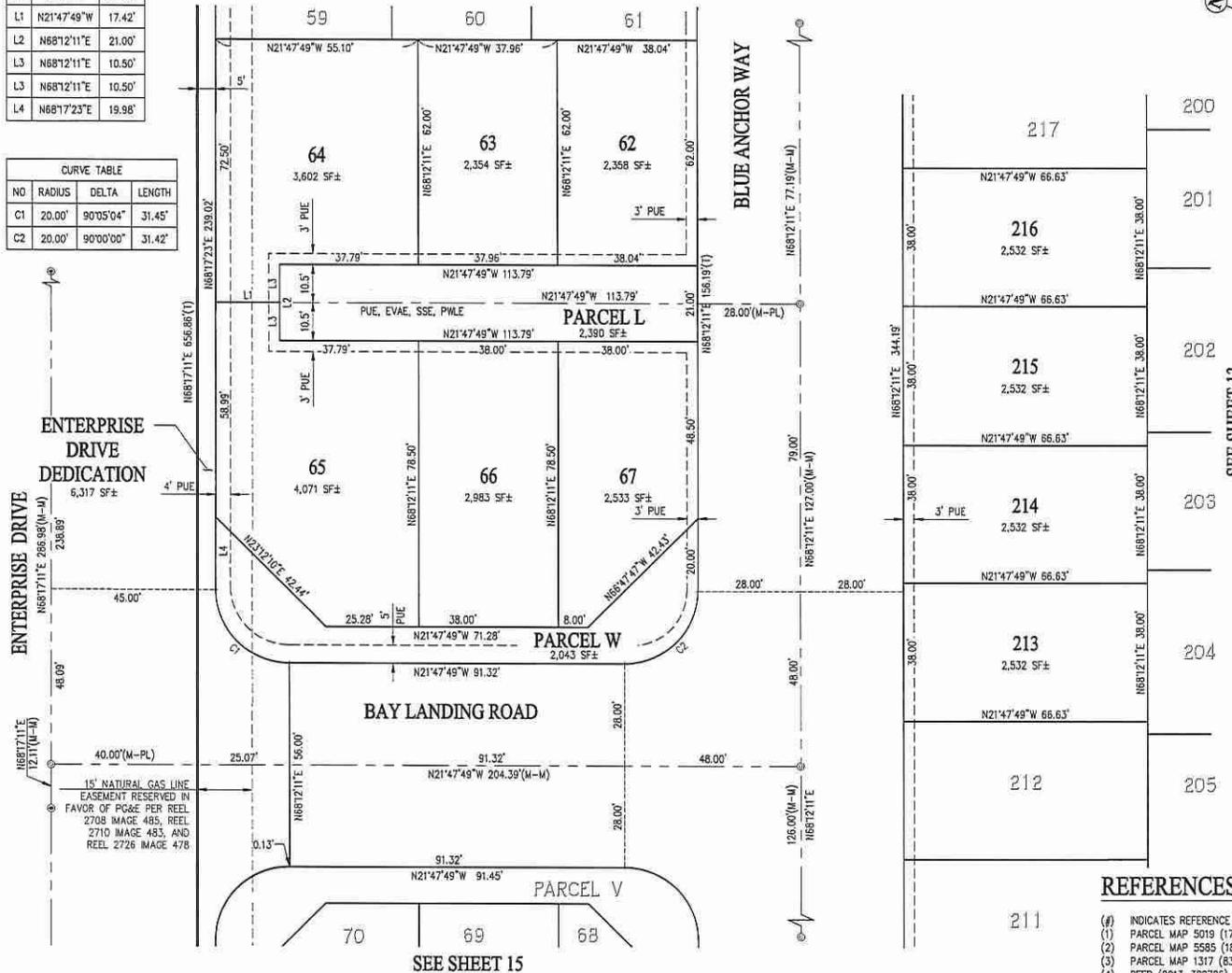
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- (3) PARCEL MAP 1317 (83 PM 8)
- (4) DEED (2013-380726)
- (5) PARCEL MAP 3834 (137 PM 58)
- (6) PARCEL MAP 7057 (232 PM 23)
- (7) PARCEL MAP 1130 (105 PM 92)
- (8) RECORD OF SURVEY NO 640 (11 RS 81)
- (9) PARCEL MAP 7505 (252 PM 81)
- (10) MAP OF THE TOWN OF NEWARK (17 M 10)
- (11) TRACT 8085 (339 M 76)

LINE TABLE		
NO	BEARING	LENGTH
L1	N21°47'49"W	17.42'
L2	N68°12'11"E	21.00'
L3	N68°12'11"E	10.50'
L3	N68°12'11"E	10.50'
L4	N68°17'23"E	19.98'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	20.00'	90°05'04"	31.45'
C2	20.00'	90°00'00"	31.42'

SEE SHEET 5



SEE SHEET 15

TRACT 8098

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
 FOR RESIDENTIAL PURPOSES
 CONSISTING OF 25 SHEETS
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 SAN RAMON, CALIFORNIA

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LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	CENTERLINE
	EASEMENT LINE
	MONUMENT LINE
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-CL)	MONUMENT TO CENTERLINE
(M-ML)	MONUMENT TO MONUMENT LINE
(PL-PL)	PROPERTY LINE TO PROPERTY LINE
(T)	TOTAL
⊙	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT
⊙	SET 5/8" REBAR AND CAP, LS 7960
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
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SSE	SANITARY SEWER EASEMENT
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REFERENCES:

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 (4) DEED (2013-380726)
 (5) PARCEL MAP 3834 (137 PM 58)
 (6) PARCEL MAP 7087 (232 PM 23)
 (7) PARCEL MAP 1130 (105 PM 92)
 (8) RECORD OF SURVEY NO 640 (11 RS 81)
 (9) PARCEL MAP 7505 (252 PM 81)
 (10) MAP OF THE TOWN OF NEWARK (17 M 10)
 (11) TRACT 8085 (339 M 76)

TRACT 8098

SHEET 14 OF 25

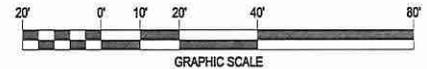
TRACT 8098

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 FOR RESIDENTIAL PURPOSES
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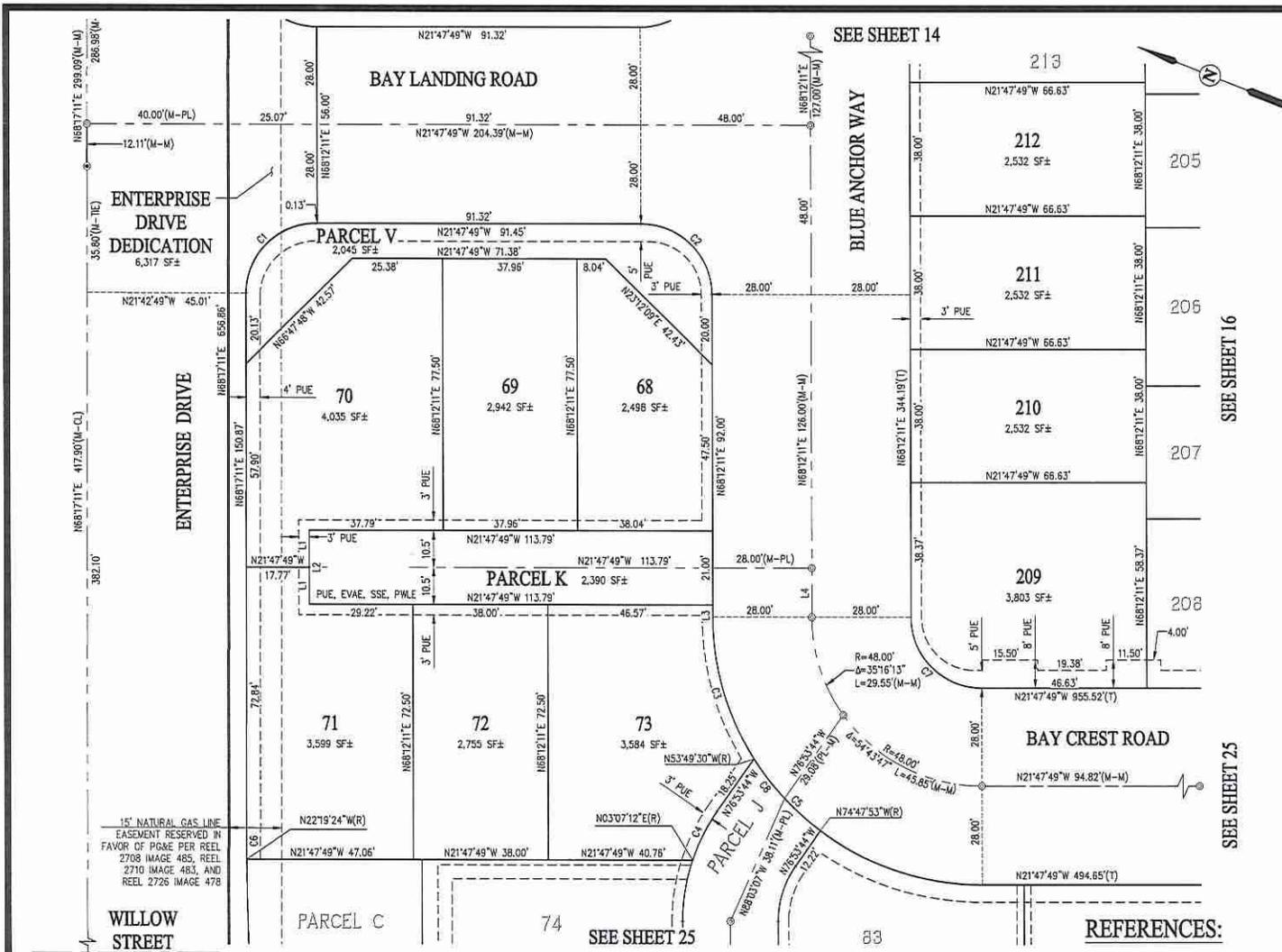
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LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	CENTERLINE
	EASEMENT LINE
	MONUMENT LINE
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-CL)	MONUMENT TO CENTERLINE
(M-ML)	MONUMENT TO MONUMENT LINE
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(T)	TOTAL
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PAE	PRIVATE ACCESS EASEMENT
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 (6) PARCEL MAP 7087 (232 PM 23)
 (7) PARCEL MAP 1130 (105 PM 92)
 (8) RECORD OF SURVEY NO 640 (11 RS 81)
 (9) PARCEL MAP 7505 (252 PM 81)
 (10) MAP OF THE TOWN OF NEWARK (17 M 10)
 (11) TRACT 8085 (339 M 76)



LINE TABLE		
NO	BEARING	LENGTH
L1	N68°12'11"E	10.50'
L2	N68°12'11"E	21.00'

LINE TABLE		
NO	BEARING	LENGTH
L3	N68°12'11"E	3.50'
L4	N68°12'11"E	14.00'

(M-M)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	20.00'	89°55'00"	31.39'
C2	20.00'	90°00'00"	31.42'
C3	76.00'	32°01'41"	42.48'
C4	54.50'	161°3'28"	15.43'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C5	76.00'	90°00'00"	119.38'
C6	955.00'	0°38'35"	10.16'
C7	20.00'	90°00'00"	31.42'
C8	76.00'	10°42'00"	14.19'

SEE SHEET 13

TRACT 8098

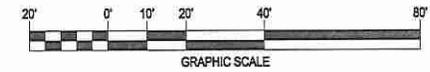
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CONSISTING OF 25 SHEETS

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SAN RAMON, CALIFORNIA

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LEGEND

	SUBDIVISION BOUNDARY LINE
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	LOT LINE
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	EASEMENT LINE
	MONUMENT LINE
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
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- (9) PARCEL MAP 7505 (252 PM 81)
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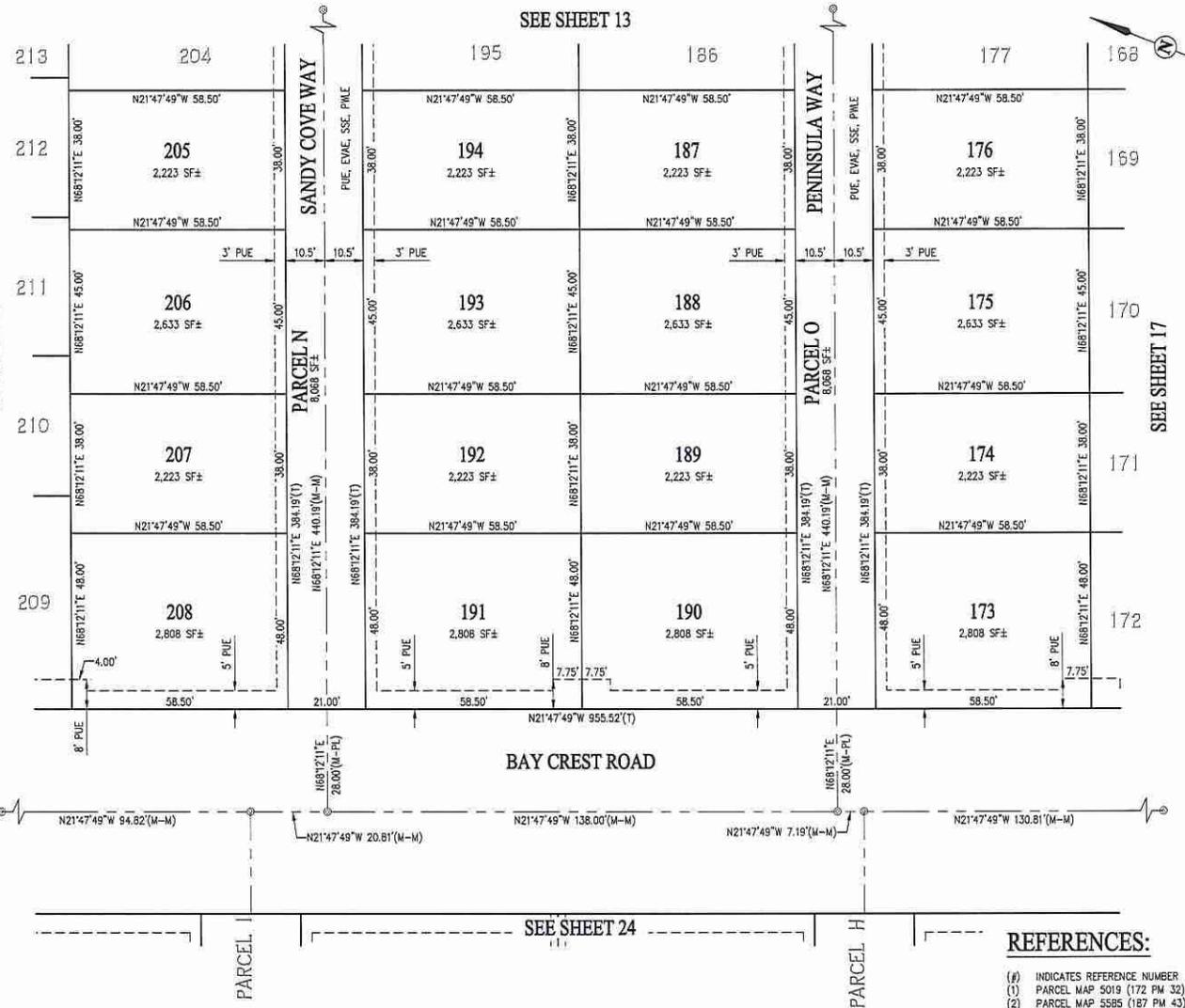
TRACT 8098

SHEET 16 OF 25

SEE SHEET 15

SEE SHEET 17

SEE SHEET 24

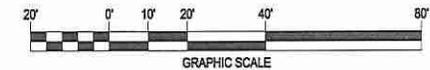


TRACT 8098

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SCALE: 1" = 20' OCTOBER 2016



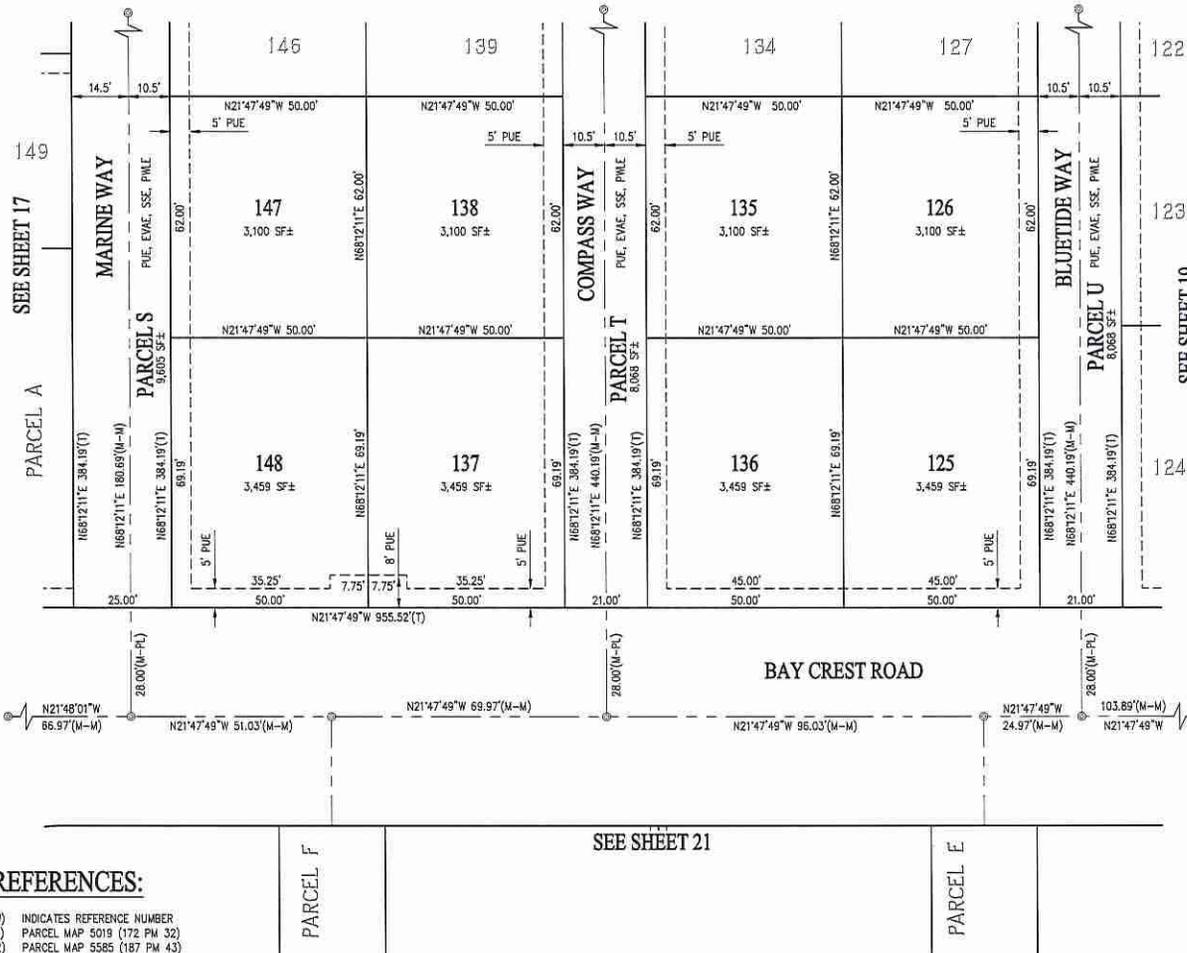
BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENT LINE ON WILLOW STREET TAKEN AS NORTH 21°47'49" WEST AS SHOWN ON TRACT 8085 (339 PM 76). THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3 (NAD 83). DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	CENTERLINE
	EASEMENT LINE
	MONUMENT LINE
	RADIAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-CL)	MONUMENT TO CENTERLINE
(M-ML)	MONUMENT TO MONUMENT LINE
(PL-PL)	PROPERTY LINE TO PROPERTY LINE
(T)	TOTAL
	FOUND STANDARD STREET MONUMENT
	SET STANDARD STREET MONUMENT
	SET 5/8" REBAR AND CAP, LS 7960
	EVAE
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
SYE	SIDEYARD EASEMENT
PWLE	PRIVATE WATER LINE EASEMENT

SEE SHEET 11



REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) PARCEL MAP 5019 (172 PM 32)
- (2) PARCEL MAP 5585 (187 PM 43)
- (3) PARCEL MAP 1317 (83 PM 8)
- (4) DEED (2013-380726)
- (5) PARCEL MAP 3834 (137 PM 58)
- (6) PARCEL MAP 7067 (232 PM 23)
- (7) PARCEL MAP 1130 (105 PM 92)
- (8) RECORD OF SURVEY NO 640 (11 RS 81)
- (9) PARCEL MAP 7505 (232 PM 81)
- (10) MAP OF THE TOWN OF NEWARK (17 M 10)
- (11) TRACT 8085 (339 M 76)

TRACT 8098

SHEET 18 OF 25

TRACT 8098

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR RESIDENTIAL PURPOSES
CONSISTING OF 25 SHEETS

BEING A SUBDIVISION OF PARCEL 1, 2 AND 3 AS SHOWN ON
PARCEL MAP 5019 FILED IN BOOK 172 OF PARCEL MAPS, AT PAGE
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STREET, AS SHOWN ON MAP OF TOWN OF NEWARK, FILED IN MAP
BOOK 17, PAGE 10, ALAMEDA COUNTY RECORDS.

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

SCALE: 1" = 20'
OCTOBER, 2016



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE MONUMENT LINE
ON WILLOW STREET TAKEN AS NORTH 21°17'49" WEST AS SHOWN
ON TRACT 8095 (339 PM 78). THE BEARINGS SHOWN HEREON ARE
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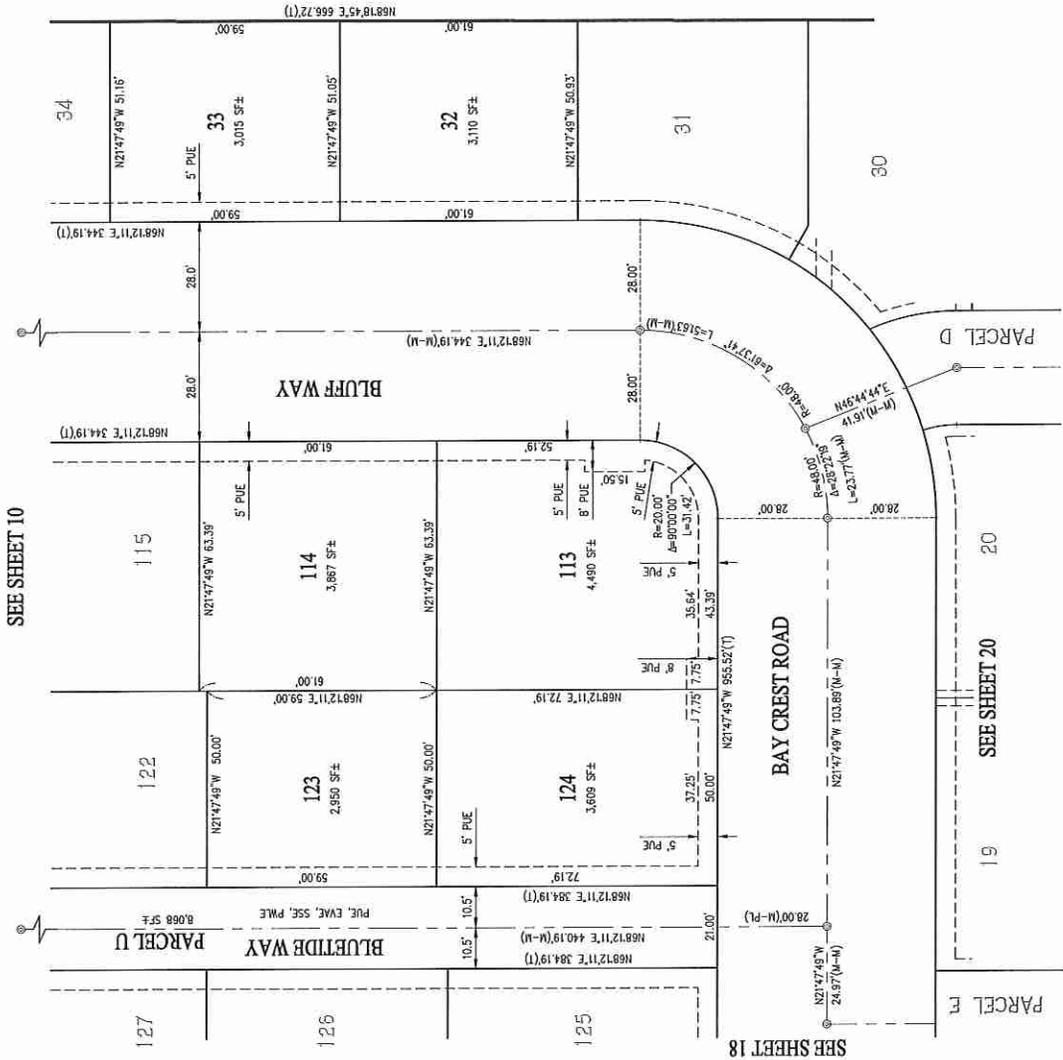
LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- CENTERLINE
- EASEMENT LINE
- MONUMENT LINE
- RADIAL
- (M-H) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (M-CL) MONUMENT TO CENTERLINE
- (M-HL) MONUMENT TO MONUMENT LINE
- (PL-PL) PROPERTY LINE TO PROPERTY LINE
- (T) TOTAL
- ⊙ FOUND STANDARD STREET MONUMENT
- ⊙ SET STANDARD STREET MONUMENT
- SET 5/8" REBAR AND CAP, LS 7960
- EMERGENCY VEHICLE ACCESS EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- POE PRIVATE STORM DRAIN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SSE SANITARY SEWER EASEMENT
- SE SIE SIDEYARD EASEMENT
- PWLE PRIVATE WATER LINE EASEMENT

REFERENCES:

- (1) INDICATES REFERENCE NUMBER
- (1) PARCEL MAP 5019 (172 PM 32)
- (2) PARCEL MAP 5585 (187 PM 43)
- (3) PARCEL MAP 1377 (63 PM 8)
- (4) DEED (2013-380726)
- (5) PARCEL MAP 3834 (137 PM 58)
- (6) PARCEL MAP 7087 (232 PM 23)
- (7) PARCEL MAP 1130 (105 PM 92)
- (8) RECORD OF SURVEY NO 640 (11 RS 61)
- (9) PARCEL MAP 7568 (232 PM 81)
- (10) MAP OF TOWN OF NEWARK (17 M 10)
- (11) TRACT 8095 (339 M 78)

ALAMEDA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT



SEE SHEET 10

SEE SHEET 18

SEE SHEET 20

TRACT 8098

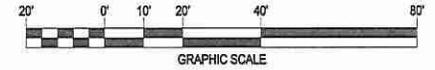
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR RESIDENTIAL PURPOSES
CONSISTING OF 25 SHEETS

BEING A SUBDIVISION OF PARCEL 1, 2 AND 3 AS SHOWN ON
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Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 20' OCTOBER 2016



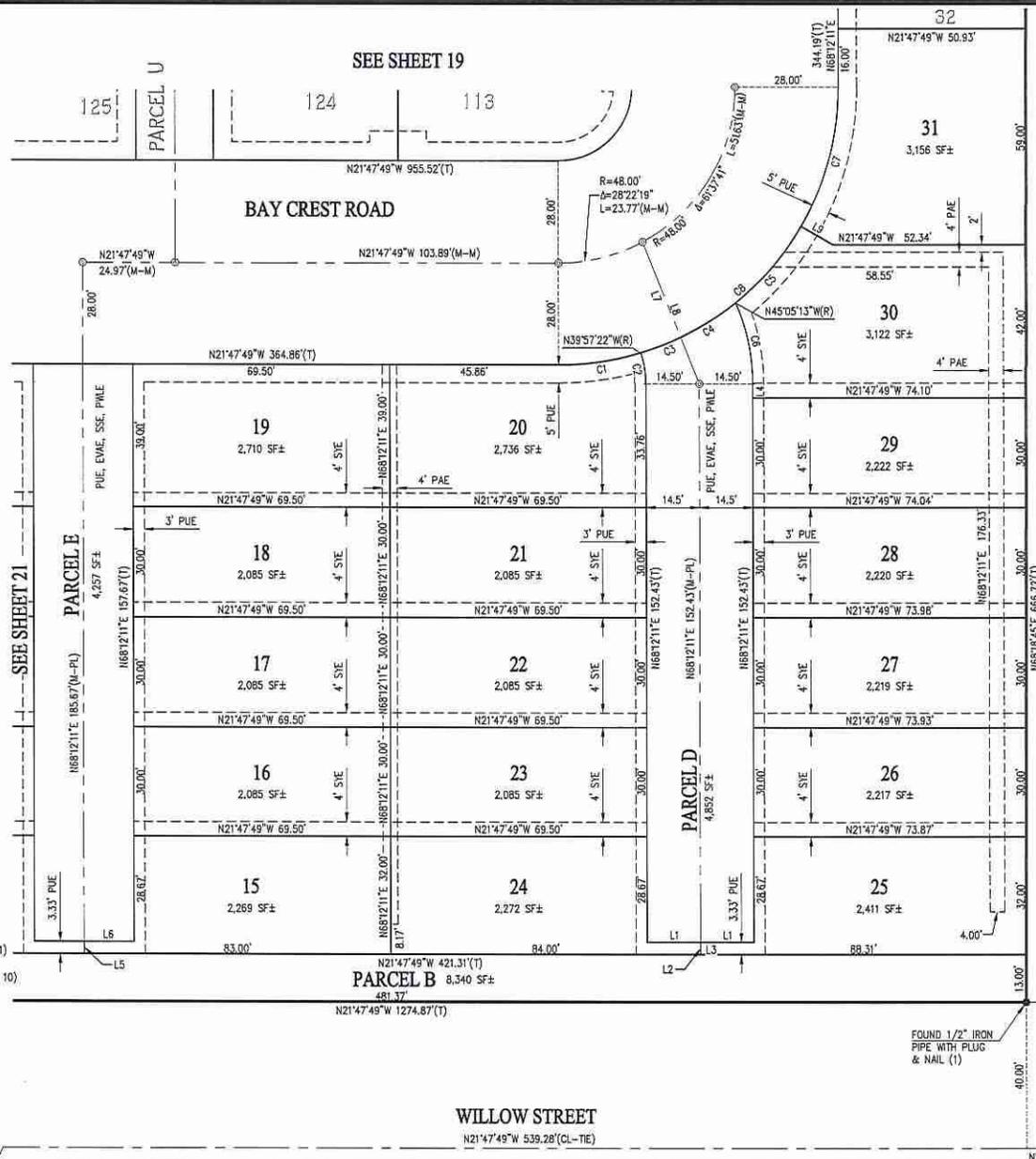
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LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	CENTERLINE
	EASEMENT LINE
	MONUMENT LINE
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-CL)	MONUMENT TO CENTERLINE
(M-ML)	MONUMENT TO MONUMENT LINE
(PL-PL)	PROPERTY LINE TO PROPERTY LINE
(T)	TOTAL
	FOUND STANDARD STREET MONUMENT
	SET STANDARD STREET MONUMENT
	SET 5/8" REBAR AND CAP, LS 7960
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
SVE	SIDEYARD EASEMENT
PWLE	PRIVATE WATER LINE EASEMENT

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT



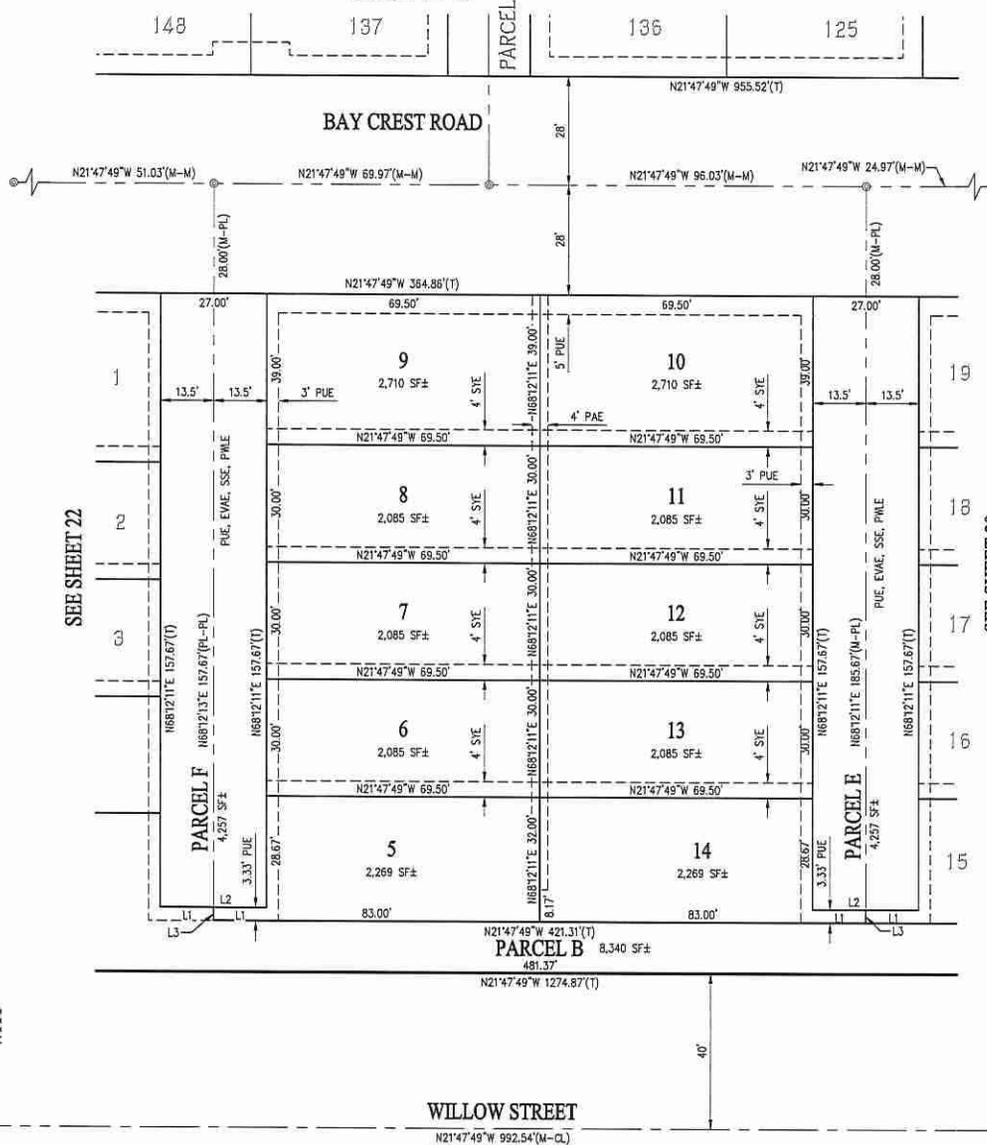
NO	BEARING	LENGTH
L1	N21°47'49"W	14.50'
L2	N68°12'11"E	3.33'
L3	N21°47'49"W	29.00'
L4	N68°12'11"E	3.76'
L5	N68°12'11"E	3.33'
L6	N21°47'49"W	13.50'
L7	N46°44'44"E	28.13' (M-PL)
L8	N46°44'44"E	41.91' (M-M)
L9	N08°07'44"E	10.00'

NO	RADIUS	DELTA	LENGTH
C1	76.00'	17°02'16"	22.60'
C2	27.50'	18°09'32"	8.72'
C3	76.00'	22°09'43"	29.40'
C4	76.00'	13°22'56"	17.75'
C5	76.00'	20°47'26"	27.58'
C6	56.50'	23°17'24"	22.97'
C7	76.00'	30°00'33"	39.81'
C8	76.00'	90°00'00"	119.38'

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) PARCEL MAP 5019 (172 PM 32)
- (2) PARCEL MAP 5565 (187 PM 43)
- (3) PARCEL MAP 1317 (83 PM 8)
- (4) DEED (2013-380726)
- (5) PARCEL MAP 3834 (137 PM 58)
- (6) PARCEL MAP 7087 (232 PM 23)
- (7) PARCEL MAP 1130 (105 PM 92)
- (8) RECORD OF SURVEY NO 640 (11 RS 81)
- (9) PARCEL MAP 7505 (252 PM 81)
- (10) MAP OF THE TOWN OF NEWARK (17 M 10)
- (11) TRACT 8085 (339 M 76)

SEE SHEET 18



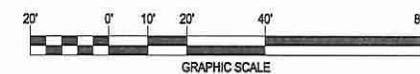
TRACT 8098

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
 FOR RESIDENTIAL PURPOSES
 CONSISTING OF 25 SHEETS
 BEING A SUBDIVISION OF PARCEL 1, 2 AND 3 AS SHOWN ON
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Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
 SAN RAMON, CALIFORNIA

SCALE: 1" = 20' OCTOBER 2016



BASIS OF BEARINGS:

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LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	CENTERLINE
	EASEMENT LINE
	MONUMENT LINE
	RADIAL
	MONUMENT TO MONUMENT
	MONUMENT TO PROPERTY LINE
	MONUMENT TO CENTERLINE
	MONUMENT TO MONUMENT LINE
	PROPERTY LINE TO PROPERTY LINE
	TOTAL
	FOUND STANDARD STREET MONUMENT
	SET STANDARD STREET MONUMENT
	SET 5/8" REBAR AND CAP, LS 7960
	EMERGENCY VEHICLE ACCESS EASEMENT
	PAE
	PRIVATE ACCESS EASEMENT
	PSDE
	PRIVATE STORM DRAIN EASEMENT
	PUE
	PUBLIC UTILITY EASEMENT
	SSE
	SANITARY SEWER EASEMENT
	SVE
	SIDEYARD EASEMENT
	PWLE
	PRIVATE WATER LINE EASEMENT

LINE TABLE		
NO	BEARING	LENGTH
L1	N21°47'49"W	13.50'
L2	N21°47'49"W	27.00'
L3	N68°12'11"E	3.33'

REFERENCES:

- (S) INDICATES REFERENCE NUMBER
- (1) PARCEL MAP 5019 (172 PM 32)
- (2) PARCEL MAP 5585 (167 PM 43)
- (3) PARCEL MAP 1317 (83 PM 8)
- (4) DEED (2013-380726)
- (5) PARCEL MAP 3834 (137 PM 58)
- (6) PARCEL MAP 7087 (232 PM 23)
- (7) PARCEL MAP 1130 (105 PM 92)
- (8) RECORD OF SURVEY NO 640 (11 RS 81)
- (9) PARCEL MAP 7505 (252 PM 81)
- (10) MAP OF THE TOWN OF NEWARK (17 M 10)
- (11) TRACT 8085 (339 M 76)

SEAWIND WAY

CABOT COURT

WILLOW STREET

TRACT 8098

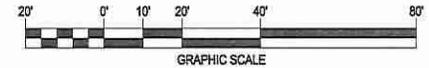
TRACT 8098

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR RESIDENTIAL PURPOSES
CONSISTING OF 25 SHEETS

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SAN RAMON, CALIFORNIA

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LEGEND

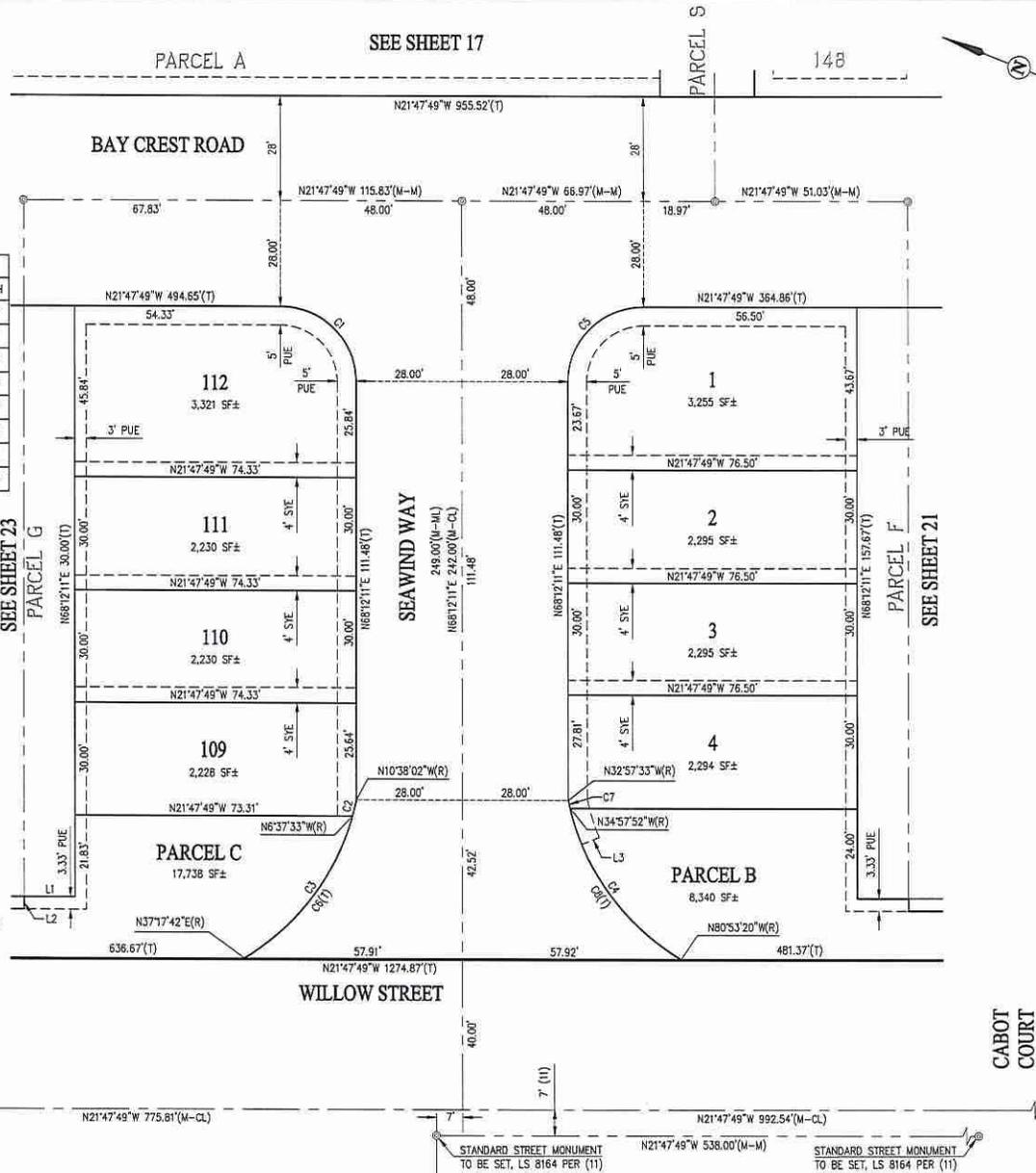
	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	CENTERLINE
	EASEMENT LINE
	MONUMENT LINE
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(M-CL)	MONUMENT TO CENTERLINE
(M-ML)	MONUMENT TO MONUMENT LINE
(PL-PL)	PROPERTY LINE TO PROPERTY LINE
(T)	TOTAL
	FOUND STANDARD STREET MONUMENT
	SET STANDARD STREET MONUMENT
	SET 5/8" REBAR AND CAP, LS 7960
	EMERGENCY VEHICLE ACCESS EASEMENT
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
SYE	SIDEYARD EASEMENT
PWLE	PRIVATE WATER LINE EASEMENT

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'00"	31.42'
C2	64.00'	4°00'29"	4.48'
C3	64.00'	43°55'15"	49.06'
C4	64.00'	45°55'28"	51.30'
C5	20.00'	90°00'00"	31.42'
C6	64.00'	47°55'44"	53.54'
C7	64.00'	2°00'19"	2.24'
C8	64.00'	47°55'47"	53.54'

LINE TABLE		
NO	BEARING	LENGTH
L1	N21°47'49"W	13.50'
L2	N68°12'11"E	3.33'
L3	N44°00'30"W	5.00'

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) PARCEL MAP 5019 (172 PM 32)
- (2) PARCEL MAP 5585 (187 PM 43)
- (3) PARCEL MAP 1317 (83 PM 8)
- (4) DEED (2013-380726)
- (5) PARCEL MAP 3834 (137 PM 58)
- (6) PARCEL MAP 7087 (232 PM 23)
- (7) PARCEL MAP 1130 (105 PM 92)
- (8) RECORD OF SURVEY NO 540 (11 RS 81)
- (9) PARCEL MAP 7505 (252 PM 81)
- (10) MAP OF THE TOWN OF NEWARK (17 M 10)
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TRACT 8098

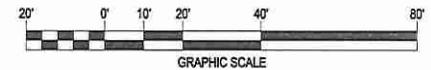
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SAN RAMON, CALIFORNIA

SCALE: 1" = 20' OCTOBER 2016



LINE TABLE		
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L1	N21°47'49"W	13.50'
L2	N21°47'49"W	27.00'
L3	N68°12'11"E	3.33'

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LEGEND

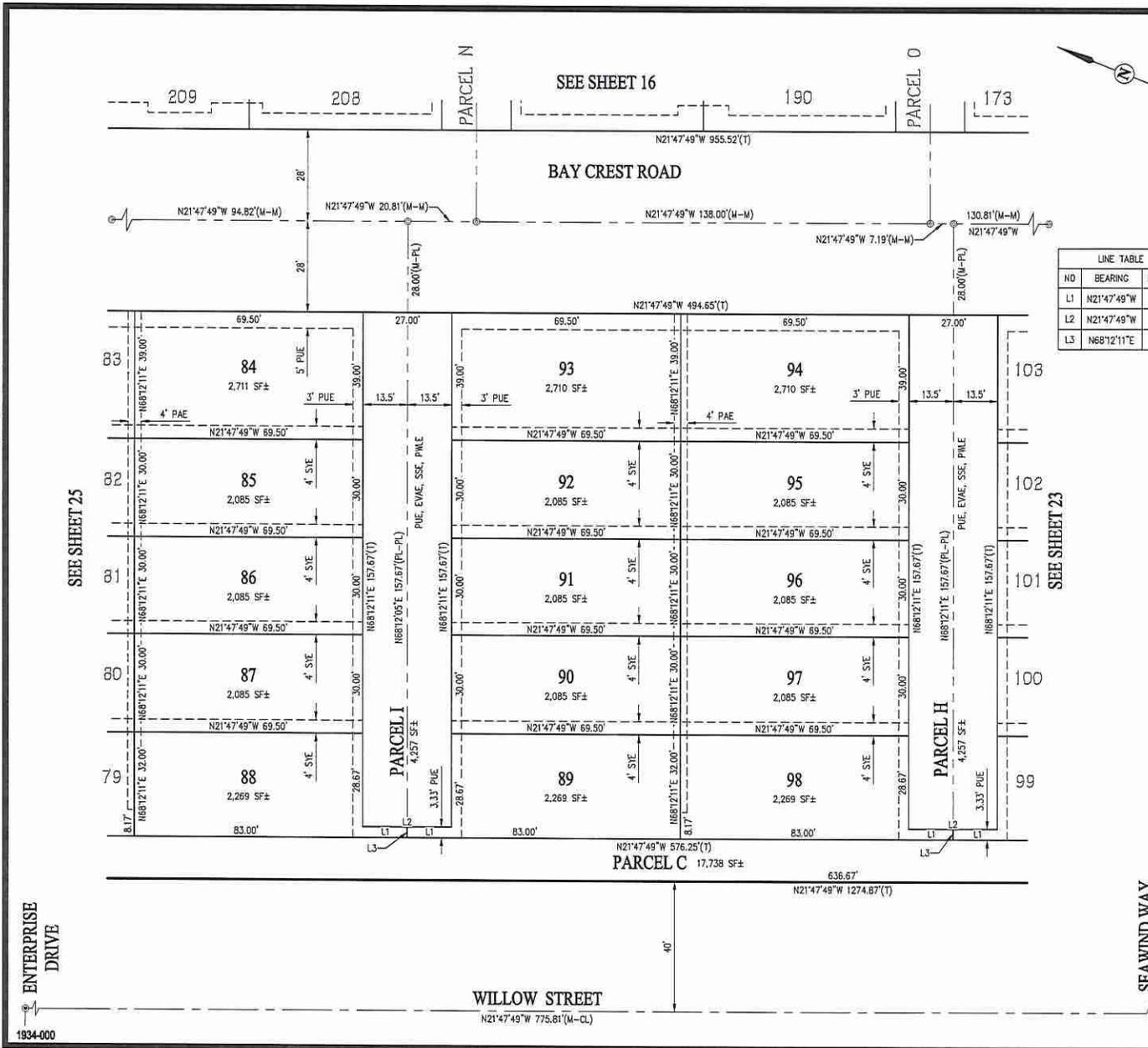
	SUBDIVISION BOUNDARY LINE
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	LOT LINE
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- (3) PARCEL MAP 1317 (83 PM 8)
- (4) DEED (2013-380726)
- (5) PARCEL MAP 3834 (137 PM 58)
- (6) PARCEL MAP 7087 (232 PM 23)
- (7) PARCEL MAP 1130 (105 PM 92)
- (8) RECORD OF SURVEY NO 640 (11 RS 81)
- (9) PARCEL MAP 7505 (252 PM 81)
- (10) MAP OF THE TOWN OF NEWARK (17 M 10)
- (11) TRACT 8085 (339 M 76)

TRACT 8098

SHEET 24 OF 25



**CITY OF NEWARK
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8098**

This Subdivision Improvement Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF NEWARK, a municipal corporation (hereinafter "City"), and TH-HW NEWARK LLC, a Delaware limited liability company (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 8098 Glass Bay in Newark, California (hereinafter "Project").
- B.** The Project is geographically located within the boundaries of the Tentative Tract Map known as "Tentative Map 8098". The Tentative Map is on file with the City Engineer, and is incorporated herein by reference.
- C.** The City's approval of the 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 _____ () sheets of improvement plans titled "Glass Bay Tract 8098 Improvement Plans," approved by the City Engineer on _____. 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, which approval shall not be unreasonably withheld, conditioned or delayed. The Work shall be performed, and all materials and labor shall

CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8098 Glass Bay

be provided, at the Developer's sole cost and expense. No material change shall be made to the Work unless authorized in writing by the City Engineer, which shall not be unreasonably withheld, conditioned or delayed.

2. **PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** The Developer shall, at the Developer's expense, obtain and maintain, or cause to be obtained and maintained, 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:
 - 4(a). **Faithful Performance.** Performance Bonds in the amount of \$7,302,000.00 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.** Materials Bonds in the amount of \$3,651,000.00 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.** Performance Bonds in the amount of \$730,200 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.

CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8098 Glass Bay

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.

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.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8098 Glass Bay**

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 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 without the written consent of City.

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's Risk Manager and the City's Authorized Representative, 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,

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8098 Glass Bay**

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, or its elected officials, officers, volunteers, agents and employees).

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 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 two years after the City's execution of this Agreement, as such time may be extended by mutual agreement of the Parties in writing.

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.

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 thirty days of the notice. If: (a) the defaulting party fails to cure, or commence to cure, the default within thirty days of the notice, or, (b) if more than thirty days are reasonably

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8098 Glass Bay**

required to cure, or commence to cure, the default and the defaulting party fails to give adequate written assurance of due performance within thirty days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.

11(a). Subject to the notice and cure periods described above, 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 after commencement of the Work for more than three (3) months.

11(a)(3). The Developer fails to perform one or more requirements of this Agreement.

11(a)(4). The Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

11(a)(5). The Developer violates any legal requirement related to the Work.

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

11(b)(1). Cure the default and charge the Developer for the reasonable, documented costs therefor, including costs for administrative and staff time.

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, which shall not be unreasonably withheld, conditioned or delayed, and all outstanding fees and charges have been paid, and the City Engineer has accepted the Work as complete, which shall not be unreasonably withheld, conditioned or delayed. City understands and agrees that time is of the essence in the review, approval and acceptance of the Work.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8098 Glass Bay**

- 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 City may issue a notice of default as set forth in Section 11.
- 14. RELATIONSHIP BETWEEN THE PARTIES.** Developer is an independent contractor and 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.

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

To: TH-HW NEWARK LLC
Attn: Gregg A. Nelson
3001 Bishop Drive
Suite 100
San Ramon, CA 94583

CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8098 Glass Bay

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 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, which shall not be unreasonably withheld, conditioned or delayed. 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.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8098 Glass Bay**

- 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.
- 27. THIRD PARTY BENEFICIARIES.** This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Developer intend to create any third party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8098 Glass Bay**

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.

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

DEVELOPER

TH-HW NEWARK LLC,
a Delaware limited liability company

By: TH-HW NEWARK, L.P.,
a Delaware limited partnership
Its sole member

By: TH Newark Investors LLC
a Delaware limited liability company
Its general partner

By: _____
Gregg A. Nelson, Manager

CITY OF NEWARK,
a municipal corporation

By: _____
Alan L. Nagy, Mayor

ATTEST:

Sheila Harrington, City Clerk

APPROVED AS TO FORM:

David J. Benoun, City Attorney

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 CALIFORNIA)
COUNTY OF Contra Costa) ss.

On Nov. 28, 2016, before me, Heide K. Chapman

Name and Title of Officer

personally appeared Gregg A. Nelson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



[SEAL]

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8098 Glass Bay**

2729460.2

**F.2 Approval of the Final Map and Subdivision Improvement Agreement for Tract 8157 - Lighthouse (Lennar Homes of California, Inc.), an 88-unit residential subdivision at 37521 Willow Street in the Dumbarton Transit-Oriented Development Specific Plan project area – from Associate Civil Engineer Cangco.
(RESOLUTION)**

Background/Discussion – On April 24, 2014, the City Council approved Vesting Tentative Tract Map 8157 for an 88-unit residential subdivision and construction of 75 affordable senior housing units and a 15,000 square foot retail building at 37521 Willow Street, generally located on the south side of Enterprise Drive and west of Willow Street. Since the Vesting Tentative Tract Map approval, the developer applied for and received approvals for Lot Line Adjustments which established the affordable senior housing and retail parcels as shown on the Vesting Tentative Map (Lots 14 and 15, respectively). The required frontage improvements will be constructed with the Tract 8157 improvement plans. The developer, Lennar Homes of California, Inc., has submitted the required fees, bonds, and other documents for approval of the Final Map for Tract 8157.

The Final Map dedicates additional street rights-of-way for Seawind Way and Willow Street. The developer has executed a Subdivision Improvement Agreement and has posted a Performance Bond in the amount of \$2,686,000 and a Materials Bond in the amount of \$1,343,000. The bonds will guarantee construction of the private streets and improvements on Willow Street and Seawind Way.

The Final Map for Tract 8157 has been reviewed and found to be in conformance with Vesting Tentative Tract Map 8157 and the Conditions of Approval, and is now ready for City Council approval. 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 and Subdivision Improvement Agreement for Tract 8157 - Lighthouse (Lennar Homes of California, Inc.), an 88-unit residential subdivision at 37521 Willow Street in the Dumbarton Transit-Oriented Development Specific Plan project area.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING THE FINAL MAP AND
SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT
8157 - LIGHTHOUSE (LENNAR HOMES OF CALIFORNIA,
INC.), AN 88-UNIT RESIDENTIAL SUBDIVISION AT 37521
WILLOW STREET IN THE DUMBARTON TRANSIT-
ORIENTED DEVELOPMENT SPECIFIC PLAN PROJECT
AREA

WHEREAS, on April 24, 2014, with Resolution No. 10,195, the City Council of the City of Newark approved Vesting Tentative Tract Map 8157 for an 88-unit residential subdivision and construction of 75 affordable senior housing units and a 15,000 square foot retail building on an approximately 8.09 acre project site generally located on the south side of Enterprise Drive and west of Willow Street; and

WHEREAS, the developer received approvals for lot line adjustments which established the affordable senior housing and retail parcels as shown as Lots 14 and 15, respectively, on Vesting Tentative Tract Map 8157. Permits for the construction activity on these parcels will be through the building permit process; and

WHEREAS, required frontage improvements for the entire project site will be constructed with Tract 8157 improvement plans;

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 8157, 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 Lennar Homes of California, Inc., for the improvements of said tract.

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 8157.

BE IT FURTHER RESOLVED that the City Council does hereby approve the Performance Bond in the amount of \$2,686,000 and the Materials Bond in the amount of \$1,343,000 posted by the developer to secure the installation of improvements in accordance with the plans and specifications and the Subdivision Improvement Agreement.

BE IT FURTHER RESOLVED that the recording of the final map and final approval for the start of construction activity for Tract 8157, including issuance of all related construction permits, shall be at the discretion of the City Engineer.

TRACT 8157

FOR CONDOMINIUM PURPOSES
CONSISTING OF 6 SHEETS

BEING A SUBDIVISION OF RESULTANT PARCEL D CREATED BY LOT
LINE ADJUSTMENT CONFIRMED BY DEED RECORDED NOVEMBER 9, 2016
IN INSTRUMENT NO. 2016-293944, ALAMEDA COUNTY RECORDS
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

NOVEMBER 2016

OWNER'S STATEMENT

THE UNDERSIGNED, LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION, BY GRANT DEED RECORDED NOVEMBER 9, 2016, INSTRUMENT NO. 2016-293944, ALAMEDA COUNTY RECORDS, HEREBY STATES THAT THEY ARE THE OWNER OF ALL THE LANDS DELINEATED AND EMBRACED WITHIN THE BOUNDARY LINES UPON THE HEREIN EMBRACED MAP ENTITLED "TRACT 8157, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA" CONSISTING OF SIX (6) SHEETS. THIS STATEMENT BEING ON SHEET ONE (1) THEREOF; THAT IT HAS CAUSED SAID MAP TO BE PREPARED FOR RECORD AND DOES CONSENT TO THE MAKING AND RECORDED OF SAID MAP; THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL THE LOTS INTENDED FOR SALE BY NUMBERS WITH THEIR PRECISE LENGTH AND WIDTH; THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL THE PARCELS SO RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARY COURSES AND EXTENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:
WILLOW STREET AND SEAWND WAY FOR ROADWAY AND UTILITY PURPOSES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

1. WE HEREBY DECLARE 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.
2. WE ALSO HEREBY DECLARE 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.
3. WE ALSO HEREBY DECLARE AN 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.
4. WE ALSO HEREBY DECLARE AN EASEMENT FOR SANITARY SEWER PURPOSES UNDER, ON, OR OVER 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.
5. WE ALSO HEREBY DECLARE AN EASEMENT FOR STORM DRAINAGE PURPOSES UNDER, ON, OR OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "SDE" (STORM DRAINAGE EASEMENT) FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF APPLICABLE STORM DRAIN SYSTEMS AND APPURTENANCES THERETO; SAID AREAS OR STRIPS OF LAND ARE TO BE OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT STORM DRAINAGE SYSTEMS AND APPURTENANCES THERETO.
6. THE UNDERSIGNED HEREBY DEDICATES TO THE PUBLIC FOREVER THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY PERSONNEL AND EQUIPMENT, EXCLUDING VEHICULAR ACCESS, ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN UPON SAID MAP AS "EAE" (EMERGENCY ACCESS EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: THE RIGHT TO CONSTRUCT AND MAINTAIN PUBLIC SIDEWALKS AND APPURTENANCES THERETO, ON AND OVER THOSE CERTAIN STRIPS OF LAND SHOWN ON THIS MAP AS "SWE" (SIDEWALK EASEMENT), AS DELINEATED WITHIN THE TRACT BOUNDARY LINES OF THIS MAP, AND THE RIGHT TO ENTER UPON SAID STRIPS OF LAND FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING, AND REPAIRING SAID PUBLIC SIDEWALKS AND APPURTENANCES THERETO, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OF THE PUBLIC FOR PEDESTRIAN USE OVER AND ALONG SAID PUBLIC SIDEWALKS.

WE HEREBY DECLARE AN EASEMENT FOR THE PRIVATE USE OF THE HOMEOWNERS AND RESIDENTS OF TRACT 8157 DESIGNATED AND LABELED AS "PAE" (PRIVATE ACCESS EASEMENT); SAID EASEMENT IS RESERVED FOR THE PURPOSE OF INGRESS AND EGRESS TO THE LOTS WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREIN EMBRACED 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 8157.

WE ALSO HEREBY DECLARE THAT PARCELS B, C, D, E, F, G, H, I, AND J ARE RESERVED FOR THE PURPOSE OF PRIVATE STREETS TO BE CONVEYED TO THE HOMEOWNER'S ASSOCIATION OF TRACT 8157.

OWNER'S STATEMENT CONTINUED

WE ALSO HEREBY DECLARE THAT PARCEL A IS RESERVED FOR THE PURPOSE OF COMMON AREAS TO BE CONVEYED TO THE HOMEOWNER'S ASSOCIATION OF TRACT 8157.

AS OWNER: LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION

BY: _____

NAME: _____

TITLE: _____

OWNER'S 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 _____ } SS.
COUNTY OF _____ }

ON _____, 20____, BEFORE ME, _____, A
NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE
NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT
HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT
BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND:

NOTARY'S SIGNATURE: _____

PRINTED NOTARY'S NAME: _____

NOTARY'S PRINCIPAL PLACE OF BUSINESS: _____

NOTARY'S COMMISSION NUMBER: _____

EXPIRATION OF NOTARY'S COMMISSION: _____

RECORDER'S STATEMENT

FILED FOR RECORD THIS _____ DAY OF _____, 20____, AT _____ M.
IN BOOK _____ OF MAPS, AT PAGES _____, AT THE REQUEST OF CHICAGO TITLE COMPANY.

FEE: _____ PD. SERIES NO. _____

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

BY: _____
DEPUTY

TRACT 8157
 FOR CONDOMINIUM PURPOSES
 CONSISTING OF 6 SHEETS
 BEING A SUBDIVISION OF RESULTANT PARCEL D CREATED BY LOT
 LINE ADJUSTMENT CONFIRMED BY DEED RECORDED NOVEMBER 9, 2016
 IN INSTRUMENT NO. 2016-293944, ALAMEDA COUNTY RECORDS
 CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
Carlson, Barbee & Gibson, Inc.
 CIVIL ENGINEERS • SURVEYORS • PLANNERS
 SAN RAMON, CALIFORNIA
 NOVEMBER 2016

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE SHM PROJECT OWNER, LLC, IN JANUARY 2015. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP AND ANY APPROVED ALTERATIONS THERETO, AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, AND THAT ALL MONUMENTS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BEFORE DECEMBER 31, 2018, THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MARK WEBER, P.L.S.
 L.S. NO. 7960

DATE _____



CITY ENGINEER'S STATEMENT

I, SOREN FAJEAU, CITY ENGINEER FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THE HEREIN EMBODIED MAP ENTITLED "TRACT 8157, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA" AND THE SUBDIVISION SHOWN UPON SAID MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE PARCEL MAP AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF STATE LAW AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE PARCEL MAP HAVE BEEN COMPLIED WITH.

IN WITNESS, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2016

SOREN FAJEAU
 RCE 66454, EXPIRES: JUNE 30, 2016
 CITY ENGINEER, CITY OF NEWARK,
 ALAMEDA COUNTY, CALIFORNIA

I, MITCHELL L. MOUGHON, SPECIAL ASSISTANT FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "TRACT 8157, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA" AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

IN WITNESS, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2016

MITCHELL L. MOUGHON
 RCE 29509, EXPIRES: MARCH 31, 2017
 SPECIAL ASSISTANT FOR
 THE CITY OF NEWARK, ALAMEDA COUNTY,
 STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I, SHEILA HARRINGTON, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF NEWARK, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT 8157, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA," CONSISTING OF SIX (6) 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 MEETING HELD ON THE _____ DAY OF _____, 20____, 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 OFFERS OF THE DEDICATIONS AS SHOWN ON SAID MAP.

AND THAT BY SAID RESOLUTION DID ACCEPT THE ABANDONMENT OF ALL EASEMENTS DESCRIBED TO BE ABANDONED ON THIS SUBDIVISION MAP.

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

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

SOILS REPORT

A SOILS REPORT ON WAS PREPARED BY ENGED, INC., DATED AUGUST 21, 2015, PROJECT NO. 11929.000.000, SIGNED BY ANDREW H. FIRMIN, RGE, AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

CLERK OF THE BOARD OF SUPERVISOR'S 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 COLLECTOR AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

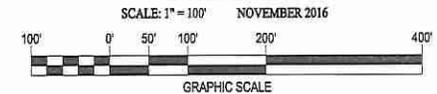
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20____

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

BY: _____
 DEPUTY COUNTY CLERK

TRACT 8157

FOR CONDOMINIUM PURPOSES
CONSISTING OF 6 SHEETS
BEING A SUBDIVISION OF RESULTANT PARCEL D CREATED BY LOT
LINE ADJUSTMENT CONFIRMED BY DEED RECORDED NOVEMBER 9, 2016
IN INSTRUMENT NO. 2016-293944, ALAMEDA COUNTY RECORDS
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

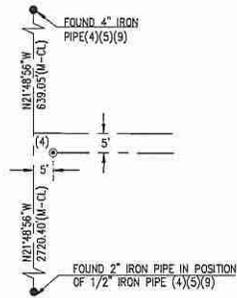


BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF HICKORY STREET BETWEEN TWO FOUND IRON PIPES IS TAKEN AS NORTH 21°48'56" WEST AND ROTATED 00°00'27" COUNTERCLOCKWISE FROM THE BASIS OF BEARINGS AS SHOWN ON PARCEL MAP 9837 (315 PM 84). THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3 (NAD 83).

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	MONUMENT LINE
	TIE LINE
	RADIAL
	LOT LINE
	TOTAL
	MONUMENT TO MONUMENT
	MONUMENT TO CENTERLINE
	MONUMENT TO PROPERTY LINE
	MONUMENT TO TIE
	CENTERLINE TO TIE LINE
	CENTERLINE TO CENTERLINE
	FOUND STANDARD STREET MONUMENT, AS NOTED
	STANDARD STREET MONUMENT, LS 8164, TO BE SET PER TRACT 8085 (12)
	SET STANDARD STREET MONUMENT, LS 7960
	SET 5/8" REBAR AND CAP, LS 7960
	FOUND MONUMENT AS NOTED
	EMERGENCY VEHICLE ACCESS EASEMENT
	PRIVATE ACCESS EASEMENT
	PUBLIC UTILITY EASEMENT
	STORM DRAIN EASEMENT
	SANITARY SEWER EASEMENT
	SIDEWALK EASEMENT
	WATER LINE EASEMENT
	EMERGENCY ACCESS EASEMENT



DETAIL A
NOT TO SCALE

NO	BEARING	LENGTH	
L1	N10°19'26"W	51.91'	(N11°10'23"W)(8)
L2	N03°15'37"W	50.03'	(N04°06'34"W)(8)
L3	N04°00'56"E	50.21'	(N03°09'59"E)(8)
L4	N11°07'45"E	50.15'	(N10°16'48"E)(8)
L5	N18°43'05"E	50.10'	(N17°52'08"E)(8)
L6	N26°32'10"E	50.26'	(N25°41'13"E)(8)
L7	N33°21'48"E	49.92'	(N32°30'51"E)(8)
L8	N41°47'15"E	59.55'	(N40°56'18"E)(8)
L9	N49°58'25"E	59.44'	(N49°07'28"E)(8)
L10	N52°51'51"E	118.66'	(N52°00'54"E)(8)
L11	N62°51'15"W	32.83'	
L12	N80°22'07"E	40.32'	
L13	N21°47'50"W	84.71'	
L14	N68°12'10"E	289.89'	
L15	N21°47'49"W	244.13'	(BOUNDARY)

REFERENCES:

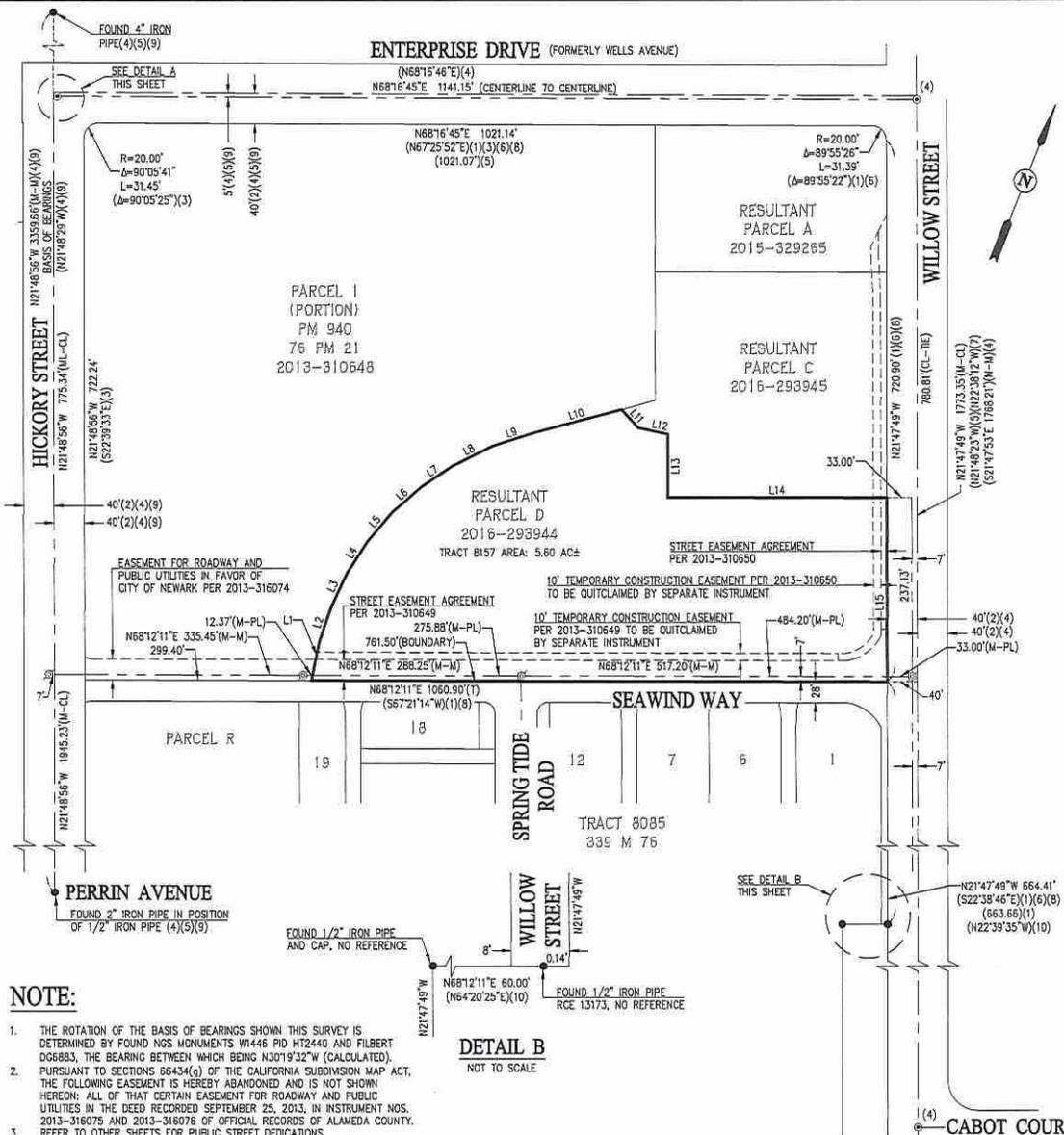
- (#) INDICATES REFERENCE NUMBER
 (1) PARCEL MAP 985 (76 PM 65)
 (2) MAP OF THE TOWN OF NEWARK (17 M 10)
 (3) PARCEL MAP 940 (76 PM 21)
 (4) PARCEL MAP 7505 (252 PM 81)
 (5) PARCEL MAP 1130 (105 PM 92)
 (6) PARCEL MAP 1471 (84 PM 23)
 (7) RECORD OF SURVEY NO. 640 (11 RS 81)
 (8) PARCEL MAP 1689 (87 PM 68)
 (9) PARCEL MAP 9837 (315 PM 84)
 (10) DEED (2013-310645)
 (11) DEED (2013-310647)
 (12) TRACT 8085 (339 M 76)

NOTE:

- THE ROTATION OF THE BASIS OF BEARINGS SHOWN THIS SURVEY IS DETERMINED BY FOUND NOS MONUMENTS W1446 PID H72440 AND FILBERT 06588, THE BEARING BETWEEN WHICH BEING N30°19'32"W (CALCULATED).
- PURSUANT TO SECTIONS 66434(a) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE FOLLOWING EASEMENT IS HEREBY ABANDONED AND IS NOT SHOWN HEREON: ALL OF THAT CERTAIN EASEMENT FOR ROADWAY AND PUBLIC UTILITIES IN THE DEED RECORDED SEPTEMBER 25, 2013, IN INSTRUMENT NOS. 2013-310679 AND 2013-310676 OF OFFICIAL RECORDS OF ALAMEDA COUNTY.
- REFER TO OTHER SHEETS FOR PUBLIC STREET DEDICATIONS.
- MULTIPLY THE DISTANCES SHOWN BY 0.9999378 TO OBTAIN GRID DISTANCES.

DETAIL B
NOT TO SCALE

BOUNDARY MAP



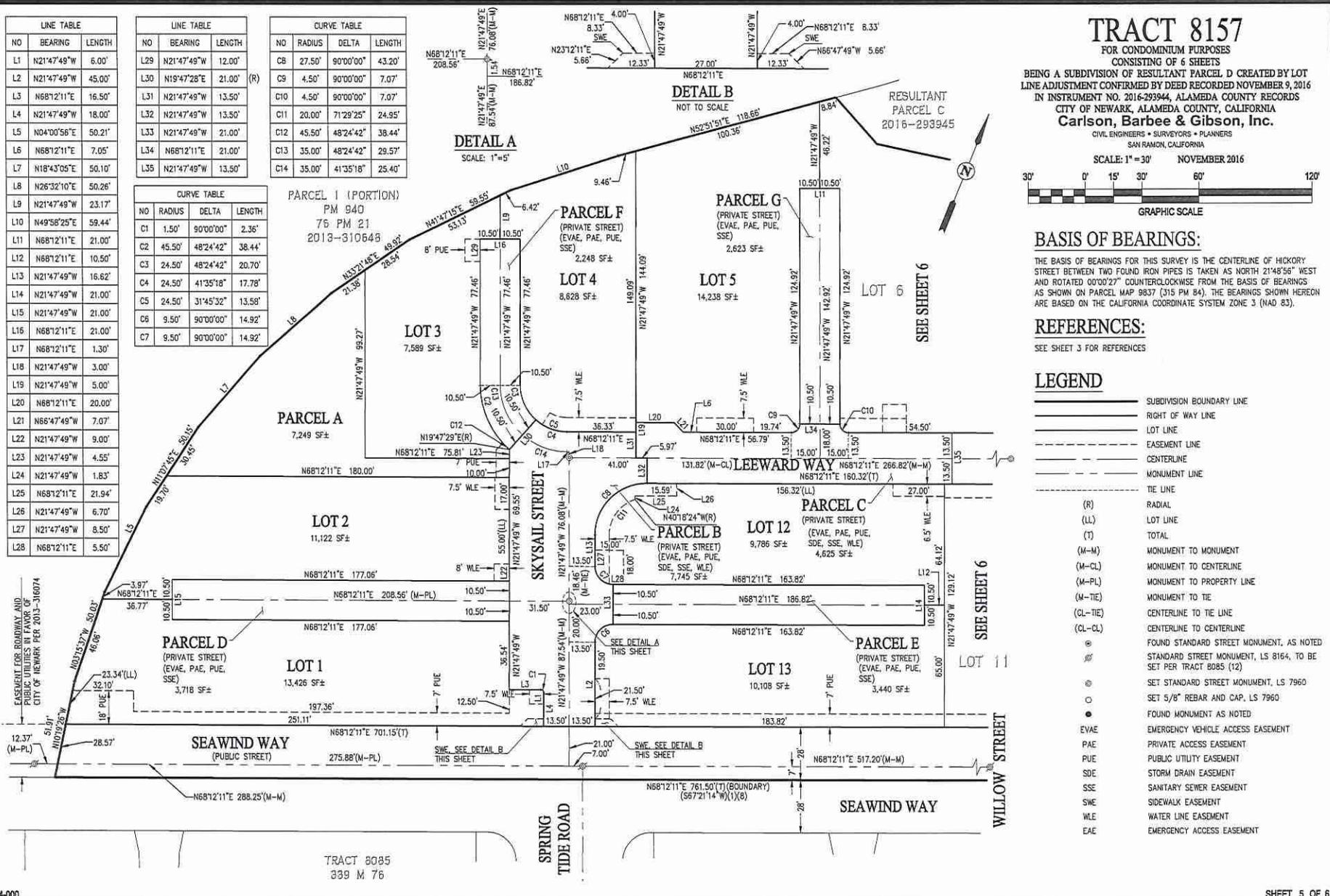
LINE TABLE		
NO	BEARING	LENGTH
L1	N21°47'49"W	6.00'
L2	N21°47'49"W	45.00'
L3	N68°12'11"E	16.50'
L4	N21°47'49"W	18.00'
L5	N04°00'56"E	50.21'
L6	N68°12'11"E	7.05'
L7	N18°43'05"E	50.10'
L8	N26°32'10"E	50.26'
L9	N21°47'49"W	23.17'
L10	N49°58'25"E	59.44'
L11	N68°12'11"E	21.00'
L12	N68°12'11"E	10.50'
L13	N21°47'49"W	16.62'
L14	N21°47'49"W	21.00'
L15	N21°47'49"W	21.00'
L16	N68°12'11"E	21.00'
L17	N68°12'11"E	1.30'
L18	N21°47'49"W	3.00'
L19	N21°47'49"W	5.00'
L20	N68°12'11"E	20.00'
L21	N66°47'49"W	7.07'
L22	N21°47'49"W	9.00'
L23	N21°47'49"W	4.55'
L24	N21°47'49"W	1.83'
L25	N68°12'11"E	21.94'
L26	N21°47'49"W	6.70'
L27	N21°47'49"W	8.50'
L28	N68°12'11"E	5.50'

LINE TABLE		
NO	BEARING	LENGTH
L29	N21°47'49"W	12.00'
L30	N19°47'28"E	21.00'
L31	N21°47'49"W	13.50'
L32	N21°47'49"W	13.50'
L33	N21°47'49"W	21.00'
L34	N68°12'11"E	21.00'
L35	N21°47'49"W	13.50'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
CB	27.50'	90°00'00"	43.20'
C9	4.50'	90°00'00"	7.07'
C10	4.50'	90°00'00"	7.07'
C11	20.00'	71°29'25"	24.95'
C12	45.50'	48°24'42"	38.44'
C13	35.00'	48°24'42"	29.57'
C14	35.00'	41°35'18"	25.40'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	1.50'	90°00'00"	2.36'
C2	45.50'	48°24'42"	38.44'
C3	24.50'	48°24'42"	20.70'
C4	24.50'	41°35'18"	17.78'
C5	24.50'	31°45'32"	13.58'
C6	9.50'	90°00'00"	14.92'
C7	9.50'	90°00'00"	14.92'

PARCEL 1 (PORTION)
PM 940
76 PM 21
2013-310648



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CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA

SCALE: 1" = 30' NOVEMBER 2016

GRAPHIC SCALE

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REFERENCES:
SEE SHEET 3 FOR REFERENCES

- LEGEND**
- SUBDIVISION BOUNDARY LINE
 - RIGHT OF WAY LINE
 - LOT LINE
 - EASEMENT LINE
 - CENTERLINE
 - MONUMENT LINE
 - TIE LINE
- (R) RADIAL
 - (LL) LOT LINE
 - (T) TOTAL
 - (M-M) MONUMENT TO MONUMENT
 - (M-CL) MONUMENT TO CENTERLINE
 - (M-PL) MONUMENT TO PROPERTY LINE
 - (M-TIE) MONUMENT TO TIE
 - (CL-TIE) CENTERLINE TO TIE LINE
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 - ⊙ STANDARD STREET MONUMENT, LS 8164, TO BE SET PER TRACT 8085 (12)
 - ⊙ SET STANDARD STREET MONUMENT, LS 7960
 - ⊙ SET 5/8" REBAR AND CAP, LS 7960
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 - EMERGENCY VEHICLE ACCESS EASEMENT
 - PRIVATE ACCESS EASEMENT
 - PUBLIC UTILITY EASEMENT
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 - SANITARY SEWER EASEMENT
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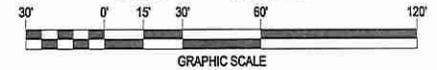
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- (6) PARCEL MAP 1471 (84 PM 23)
- (7) RECORD OF SURVEY NO. 640 (11 RS 81)
- (8) PARCEL MAP 1889 (87 PM 68)
- (9) PARCEL MAP 9837 (315 PM 84)
- (10) DEED (2013-310645)
- (11) DEED (2013-310647)
- (12) TRACT 8085 (339 M 76)

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 SAN RAMON, CALIFORNIA

SCALE: 1" = 30' NOVEMBER 2016



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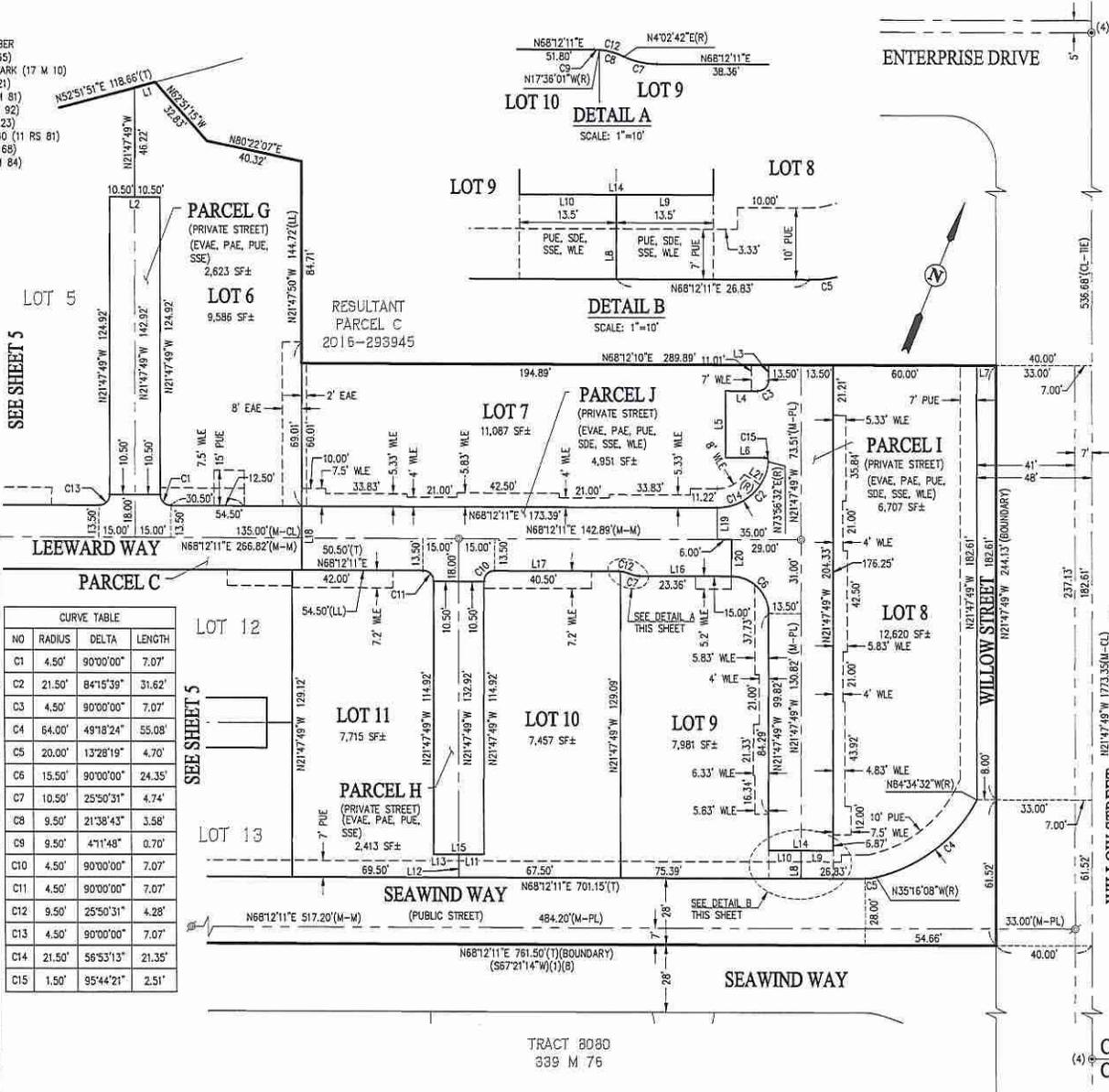
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LEGEND

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- CENTERLINE
- MONUMENT LINE
- - - TIE LINE
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- SDE STORM DRAIN EASEMENT
- SSE SANITARY SEWER EASEMENT
- SWE SIDEWALK EASEMENT
- WLE WATER LINE EASEMENT
- EAE EMERGENCY ACCESS EASEMENT

LINE TABLE		
NO	BEARING	LENGTH
L1	N52°51'51"E	8.84'
L2	N68°12'11"E	21.00'
L3	N21°47'49"W	6.51'
L4	N68°12'11"E	13.50'
L5	N21°47'49"W	28.00'
L6	N68°12'11"E	16.40'
L7	N68°12'10"E	8.00'
L8	N21°47'49"W	11.79'
L9	N68°12'11"E	13.50'
L10	N68°12'11"E	13.50'
L11	N68°12'11"E	10.50'
L12	N21°47'49"W	9.70'
L13	N68°12'11"E	10.50'
L14	N68°12'11"E	27.00'
L15	N68°12'11"E	21.00'
L16	N68°12'11"E	38.36'
L17	N68°12'11"E	51.80'
L18	S21°47'49"E	27.00'
L19	S21°47'49"E	13.50'
L20	N21°47'49"W	15.50'
L21	N78°41'02"W	8.00'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	4.50'	90°00'00"	7.07'
C2	21.50'	84°15'39"	31.62'
C3	4.50'	90°00'00"	7.07'
C4	64.00'	49°18'24"	55.08'
C5	20.00'	13°28'19"	4.70'
C6	15.50'	90°00'00"	24.35'
C7	10.50'	25°50'31"	4.74'
C8	9.50'	21°38'43"	3.58'
C9	9.50'	4°11'49"	0.70'
C10	4.50'	90°00'00"	7.07'
C11	4.50'	90°00'00"	7.07'
C12	9.50'	25°50'31"	4.28'
C13	4.50'	90°00'00"	7.07'
C14	21.50'	56°53'13"	21.35'
C15	1.50'	95°44'21"	2.51'



**CITY OF NEWARK
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8157**

This Subdivision Improvement Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF NEWARK, a municipal corporation (hereinafter "City"), and LENNAR HOMES OF CALIFORNIA, 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 8157 Lighthouse in Newark, California (hereinafter "Project").
- B.** The Project is geographically located within the boundaries of the Tentative Tract Map known as "Vesting Tentative Map 8157". The Tentative Map is on file with the City Engineer, and is incorporated herein by reference.
- C.** The City's approval of the 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 _____ (____) sheets of improvement plans titled "Tract 8157 Lighthouse Improvement Plans, City of Newark, Alameda County, California," approved by the City Engineer on _____. 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.

CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8157

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 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:
 - 4(a). **Faithful Performance.** Performance Bonds in the amount of \$2,686,000.00 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.** Materials Bonds in the amount of \$1,343,000.00 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.** Performance Bonds in the amount of \$268,600.00 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.

CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8157

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.

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.

CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8157

- 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 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's Risk Manager and the City's Authorized Representative, 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)

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8157**

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 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.
- 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.
- 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

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8157**

may terminate this Agreement upon written notice to the defaulting party.

11(a). The Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:

11(a)(1). The Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

11(a)(2). The Developer abandons the Project site.

11(a)(3). The Developer fails to perform one or more requirements of this Agreement.

11(a)(4). The Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

11(a)(5). The Developer violates any legal requirement related to the Work.

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

11(b)(1). Cure the default and charge the Developer for the costs therefor, including administrative costs and interest in an amount equal to seven percent (7 %) per annum from the date of default.

11(b)(2). Demand the Developer to complete performance of the Work.

11(b)(3). Demand the Developer's surety (if any) to complete performance of the Work.

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

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

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8157**

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 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.

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

To: Lennar Homes of California, Inc.
Attn: Brian Olin, Vice President
2603 Camino Ramon
Suite 525
San Ramon, CA 94583

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.

CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8157

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

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8157**

documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

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.

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

LENNAR HOMES OF CALIFORNIA, INC.,
a California corporation

CITY OF NEWARK,
a municipal corporation

By: 
Brian Olin, Vice President

By: _____
Alan L. Nagy, Mayor

ATTEST:

Sheila Harrington, City Clerk

APPROVED AS TO FORM:

David J. Benoun, City Attorney

CALIFORNIA CERTIFICATE OF 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 California)

County of Contra Costa)

On November 15, 2016 before me, Lisa McRae
(here insert name and title of the officer)

personally appeared Brian Olin

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Lisa McRae



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____ Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer Is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer(s) Signer(s) Thumbprint(s)

**F.3 Approval of the 2017 Local Appointments List – from City Clerk Harrington.
(MOTIONS-3)**

Background/Discussion – Section 54970 et. seq. of the Government Code is commonly known as the Maddy Act or Local Appointments List. Section 54972 requires that on or before December 31 of each year, each legislative body in the state shall cause to be prepared and posted a Local Appointments List of all regular and ongoing boards, commissions, and committees, which are appointed by the legislative body of the local agency. The Local Appointments List is to be made available to the public and must contain the following information:

- A list of all appointive terms, which will expire during the calendar year, with the names of the incumbent appointee, the date of the appointment, and the date the term expires.
- A list of all boards, commissions, and committees whose members serve at the pleasure of the legislative body and the necessary qualifications for each position.

Legislation also requires that the City Council designate the public library with the largest service population within its jurisdiction to receive a copy of the list.

Members of the City’s Planning Commission and the Senior Citizen Standing Advisory Committee are appointed by the City Council and should be listed on the Local Appointments List. Those terms that expire in 2017 are:

Planning Commission

Bernie Nillo, term expires December 2017

Senior Citizen Standing Advisory Committee

Gloria Wilson, term expires April 2017

Glen Wickizer, term expires April 2017

Kathleen Lemos, term expires April 2017

Tamara Tucker, term expires April 2017

Attachment

Action - It is recommended that the City Council, by motions: (1) approve the 2017 Local Appointments List, (2) designate the Newark Public Library as the library to receive a copy of the list, and (3) direct staff to post the Local Appointments List.



CITY OF NEWARK, CALIFORNIA

37101 Newark Boulevard • Newark, California 94560-3796 • (510) 578-4000 • FAX (510) 578-4306

CITY OF NEWARK 2017 LOCAL APPOINTMENT LIST*

Appointive Terms Expiring in 2017

Planning Commission

Bernie Nillo, term expires December 2017, appointed December 2013

Senior Citizen Standing Advisory Committee

Gloria Wilson, term expires April 2017, appointed May 2015

Glen Wickizer, term expires April 2017, appointed May 2015

Kathleen Lemos, term expires April 2017, appointed May 2015

Tamara Tucker, term expires April 2017, appointed May 2015

Qualifications for appointment to City commissions, committees, and boards: Appointees to the Planning Commission, Senior Citizen Standing Advisory Committee, and the Community Development Advisory Committee must be registered voters of the City of Newark. In addition appointees to the Senior Citizen Standing Advisory Committee must be at least 55 years of age at the time of appointment.

**Approved by the Newark City Council 12/8/2016 pursuant to Section 54972 of the California Government Code, the Maddy Act. DO NOT REMOVE UNTIL 2018.*

F.4 Acceptance of the Annual Report on Newark Development Impact Fees for Fiscal Year 2015-2016 in accordance with Government Code Section 66006(b) – from Assistant Planner Bowab and Assistant City Manager Grindall. (MOTION)

Background/Discussion – Government Code Section 66006(b) requires that any city that has adopted impact fees provide an annual report on fees collected, interest earned, and the status of planned public improvements to be funded with the fees. The City Council of the City of Newark adopted three development impact fees on July 27, 2000, pursuant to Government Code Section 66001, and updated those fees on January 25, 2007. The City Council adopted a Non-Residential Housing Impact fee on June 10, 2004 and a Community Development Maintenance Fee on May 27, 2010. The City Council also adopted an Affordable Housing Impact fee on April 10, 2014 and a Park Impact fee on June 9, 2016.

Staff has completed an Annual Report on Newark Impact Fees for Fiscal Year 2015-2016. The report contains all information required by Government Code Section 66006(b) and has been noticed and distributed accordingly.

It should be noted that the Public Safety Facilities fee, the Community Service Facilities fee, and the Transportation Facilities fee are being studied and may result in a potential fee increase.

Attachment

Action - It is recommended that the City Council, by motion, accept the Annual Report on Newark Development Impact Fees for Fiscal Year 2015-2016 in accordance with Government Code Section 66006(b).

Annual Report on Newark Impact Fees

July 2015 – June 2016

The Newark City Council adopted three development impact fees on July 27, 2000, and updated those fees on January 25, 2007. A fourth impact fee was adopted on June 10, 2004, and a fifth fee was adopted on May 27, 2010. A sixth fee was added on September 26, 2013, and a seventh fee was added on April 10, 2014. State law requires that the city annually publish summary information regarding each fee account established. This annual report was prepared in accordance with these state requirements, as set forth in Government Code Section 66006(b)(1), et seq.

TYPE OF FEE (SEC. 66006(B)(1)(A))

The City of Newark had seven development impact accounts during the 2015-2016 fiscal year, as described below:

1. **Public Safety Facilities Fee:** This fee provides funding for additional or improved police and fire services for which the need is generated by new development within the city.
2. **Community Service Facilities Fee:** This fee provides funding for additional or improved governmental, social, and cultural facilities for which the need is generated by new development within the city.
3. **Transportation Facilities Fee:** This fee provides funding for additional or improved traffic signal, operational, and infrastructure improvements for which the need is generated by new development within the city.
4. **Park Impact Fee:** This fee provides funding for park land and new improvements.
5. **Non-Residential Development Housing Impact Fee:** This fee provides funding to increase and improve the supply of housing affordable to households of very low, low, and moderate incomes for which the need is generated by new commercial and industrial development within the city.
6. **Residential Housing Impact Fee:** This fee provides funding to increase and improve the supply of housing affordable to households of very low, low, and moderate incomes for which the need is generated by new residential development within the city.
7. **Community Development Maintenance Fee:** This fee provides funding to update and implement the Newark General Plan and Zoning Ordinance, which is needed by all new development within the city.

AMOUNT OF FEE (SEC. 66006(B)(1)(B))

The amounts of the first three fees were originally established in Resolution No. 8051 and amended in Resolution 9253. The Park Impact Fee was established by Resolution No. 10,132.

The amounts in effect at the time this report was conducted are shown in the table below.

<i>Land Use Category</i>	<i>Amount of Fee</i>				
	Public Safety Facilities	Community Service Facilities	Transportation Facilities	Park Impact*	Total
Single-Family Residential (per unit)	\$1,989.00	\$1,942.00	\$801.00	\$7,460.00	\$12,192.00
Multi-Family Residential (per unit)	\$2,079.00	\$1,596.00	\$460.00	\$7,460.00	\$11,595.00
Commercial (per sq. ft.)	\$1.73	\$0.36	\$1.38	n/a	\$3.47
Industrial (per sq. ft.)	\$0.17	\$0.31	\$0.68	n/a	\$1.16

*The Park Impact Fee was increased on June 9, 2016 and took effect August 8, 2016. The fees were change to \$25,000/unit for Single-Family Residential and \$18,000/unit for Multi-Family Residential.

The amounts of the Nonresidential Development Housing Impact fee were established in Resolution No. 8802 and are adjusted each year by the percentage change in the Engineering News-Record's Building Cost Index, or a similar index designated by the City Manager. The fee amounts for FY15-16 are shown in the table below.

<i>Land Use Category</i>	<i>Amount of Non-Residential Development Housing Impact Fee</i>
Commercial (per sq. ft.)	3.59
Industrial (per sq. ft.)	0.69

The Residential Housing Impact Fee was established by Ordinance No. 473 and is set at \$20/square foot for the first 1,000 square feet of floor area per dwelling unit and \$8/square foot for all square footage over 1,000 square feet per dwelling unit.

The amount of the Community Development Maintenance Fee was established by Ordinance No. 441 and is set at 0.5% of the construction valuation as determined for a building permit.

BEGINNING AND ENDING BALANCES OF FUNDS (SEC. 66006(B)(1)(C))

The beginning and ending balances of each of the fee accounts are shown in the table below. The ending balance was arrived at by adding the fees collected and interest earned to each account, and then subtracting the expenditures. Information on fees collected, interest earned and expenditures for each account is presented in later sections of this report.

Balances	Public Safety Facilities	Community Service Facilities	Transport. Facilities	Park Impact	Non-Res. Housing	Res. Housing Impact	Comm'ty Dev't Maint.
Beg. Bal. (7/1/15)	(\$1,106,964)	\$641,224	\$1,746,185	\$634,132	\$534,046	\$700,444	\$575,814
End. Bal. (6/30/16)	(\$353,184)	\$1,321,568	\$2,253,052	\$2,790,072	\$538,924	\$5,717,239	\$1,083,274

The Public Safety Facilities Fund shows a negative balance because more money has been spent on projects partially funded by this fund, particularly Fire Station #1, than money has been collected from fees. General Fund money was used to pay the difference, and as public safety impact fees are collected, they are being used to reimburse the General Fund.

FEES COLLECTED AND INTEREST EARNED (SEC. 66006(B)(1)(D))

The table below shows the amount of fees collected and interest earned. No interest was earned in the Public Safety Facilities fund because that fund currently has a negative balance.

Balances	Public Safety Facilities	Community Service Facilities	Transp. Facilities	Park Impact	Non-Res Housing	Res. Housing Impact	Comm'ty Dev't Maint.
Fees Collected	\$753,780	\$679,439	\$504,402	\$2,155,940	\$6,408	\$5,001,341	\$700,030
Interest Earned	\$0	\$905	\$2,464	\$0	\$754	\$15,455	\$3,667

EXPENDITURES (SEC. 66006(B)(1)(E))

For this section, state law requires an identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees. This information is provided in the table below.

Improvement	Fee Used	Amount of Fees Expended	Percent of Cost Funded by Fees to Date
Homeless Mgmt. Information System	Housing	\$2,284	100%
Civic Center Feasibility Study	CD Maint.	\$120,513	100%
Zoning Code	CD Maint.	\$75,724	100%

CONSTRUCTION COMMENCEMENT DATE (SEC. 66006(B)(1)(F))

For this section, state law requires an identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

Sufficient funds have been collected to commence certain projects. The following projects have commenced or are expected to commence during the current fiscal year:

Public Safety Facilities

- Given the deficit in this fund, no projects are planned

Community Service Facilities

- None anticipated this year. Fund money being saved for Civic Center Replacement project anticipated to begin in 2017

Transportation Facilities

- None anticipated at this time.

Park Impact Fee

- Will be determined by Park Master Plan.

Housing (Residential & Non-Residential)

- Acquisition of housing sites
- Mortgage Credit Certificate Program fee
- Homeless Management Information System support fee
- In accordance with Ordinance No. 404, the Community Development Advisory Committee reviews potential projects and determines priorities for this fund. The CDAC approved the use of this fund for ongoing housing expenditures as necessary.

Community Development Maintenance

- Zoning Ordinance Update anticipated this year
- Civic Center Replacement Feasibility Study

INTERFUND TRANSFERS AND LOANS (SEC. 66006(B)(1)(G))

None at this time.

AMOUNT OF REFUNDS (SEC. 66006(B)(1)(H))

No refunds of any of these fees were made during fiscal year 2015-2016.

F.5 Approval of Agreements and Documents Associated with Authoring the State Board of Equalization to administer the Transactions and Use Tax – from Administrative Services Director Woodstock. (RESOLUTIONS - 3)

Background/Discussion – The voters of the City of Newark approved a new one half-cent Transactions and Use Tax at the November 8, 2016 election. The election results were certified earlier in this meeting and the initiative ordinance, adding Chapter 3.14 Transactions and Use (Sales) Tax to the Newark Municipal Code, takes effect immediately. Per Section 3.14.040 the new tax will be administered by the State Board of Equalization (SBOE).

There are two agreements and several administrative documents that must be completed to authorize the SBOE to begin administering the tax. The SBOE will administer the program in a similar method to its administration of the existing local sales tax.

The City must agree to pay up to \$175,000 for the preparatory costs incurred by the SBOE to develop procedures and regulations, programming for data processing, instructions to SBOE staff and for taxpayers and other appropriate preparatory costs. A budget amendment is necessary to add this expenditure into the current year budget. This expenditure will be paid out of the General Fund at this time, but once revenue is received from the new transactions and use tax, the Transactions and Use Tax fund will repay the General Fund. There will be an on-going administrative fee to cover the SBOE's costs of administering the tax that will be deducted from the tax prior to the SBOE remitting to the City.

Attachment

Action - It is recommended that the City Council, by separate resolutions: 1. Authorize the Mayor to execute Agreements with the State Board of Equalization for Implementation of a Local Transactions and Use Tax, 2. Authorize the examination of Transactions (Sales) and Use Tax records, and 3. Amend the 2016-2018 Biennial Budget for Fiscal Year 2016-2017 to add an expenditure item for the Board of Equalization's preparatory costs and approve an Interfund Loan Declaration.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE MAYOR TO EXECUTE
AGREEMENTS WITH THE STATE BOARD OF
EQUALIZATION FOR IMPLEMENTATION OF A LOCAL
TRANSACTIONS AND USE TAX

WHEREAS, on December 8, 2016, the City Council approved Ordinance No. _____
amending the City Municipal Code and providing for a local transactions and use tax; and

WHEREAS, the State Board of Equalization (Board) administers and collects the
transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Board will be responsible to administer and collect the transactions and
use tax for the City; and

WHEREAS, the Board requires that the City enter into a "Preparatory Agreement" and an
"Administration Agreement" prior to implementation of said taxes, and

WHEREAS, the Board requires that the City Council authorize the agreements;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Newark that
the "Preparatory Agreement" attached as Exhibit A and the "Administrative Agreement" attached
as Exhibit B are hereby approved and the Mayor is hereby authorized to execute each agreement.

BE IT FURTHER RESOLVED that the Administrative Services Director shall complete
and submit the administrative documents related to implementing the agreements.

**AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE
CITY'S TRANSACTIONS AND USE TAX ORDINANCE**

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of _____ Newark _____, hereinafter called *City*, and the STATE BOARD OF EQUALIZATION, hereinafter called *Board*, do agree as follows:

1. The Board agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Board at the times and in the amounts hereinafter specified all of the Board's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Board's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Board's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Board. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Board shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Board shall be billed by the Board periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Board the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Board's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Board shall be addressed to:

State Board of Equalization
P.O. Box 942879, MIC: 27
Sacramento, California 94279-0027

Attention: Administrator,
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

City of Newark, Finance Director
37101 Newark Blvd.
Newark, CA 94560

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Board has received all payments due from City under the terms of this agreement.

CITY OF Newark

STATE BOARD OF EQUALIZATION

By _____
(Signature)

By _____
Administrator

Alan L. Nagy
(Typed Name)

Mayor
(Title)

(Rev. 11/16)

**AGREEMENT FOR STATE ADMINISTRATION
OF CITY TRANSACTIONS AND USE TAXES**

The City Council of the City of Newark has adopted, and the voters of the City of Newark (hereafter called "City" or "District") have approved by the required majority vote, the City of Newark Transactions and Use Tax Ordinance (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the State Board of Equalization, (hereinafter called the "Board") and the City do agree as follows:

**ARTICLE I
DEFINITIONS**

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7285.9, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. _____, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

**ARTICLE II
ADMINISTRATION AND COLLECTION
OF CITY TAXES**

A. Administration. The Board and City agree that the Board shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the State Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Board pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Board shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Board shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Board agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Board shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Board.

G. Records of the Board.

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Board agrees to permit authorized personnel of the City to examine the records of the Board, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Board's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Board pursuant to this Agreement.

H. Annexation. City agrees that the Board shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Board. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III

ALLOCATION OF TAX

A. Allocation. In the administration of the Board's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Board, to all districts with which the Board has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Board, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Board in determining the place of use.

ARTICLE IV COMPENSATION

The City agrees to pay to the Board as the Board's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Board for the City.

ARTICLE V MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Board shall be addressed to:

State Board of Equalization
P.O. Box 942879, MIC: 27
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

City of Newark, Finance Director

37101 Newark Blvd.

Newark, CA 94560

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on April 1, 2017. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Board completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Board written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI
ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Board the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Board may retain all payments made by City to Board to prepare to administer the City Ordinance.

2. City will pay to Board and allow Board to retain Board's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Board or to the State of California the amount of any taxes plus interest and penalties, if any, that Board or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Board its costs for rebating or refunding such taxes, interest, or penalties. Board's costs shall include its additional cost for developing procedures for processing the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Board's staff for use in making these rebates or refunds and any other costs incurred by Board which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Board's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Board. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Board in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Board in connection with such refunds shall be billed by Board on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Board shall bill City on or before the 25th of each month for all costs incurred by Board for the preceding calendar month. City shall pay to Board the amount of such costs on or before the last day of the succeeding month and shall pay to Board the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Board costs incurred in making those refunds.

CITY OF

STATE BOARD OF EQUALIZATION

By _____

By _____

(Signature)

Administrator

Alan L. Nagy

(Typed Name)

Mayor

(Title)

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE EXAMINATION OF
TRANSACTIONS (SALES) AND USE TAX RECORDS

WHEREAS, pursuant to Ordinance No. _____ of the City of Newark hereinafter called District and Section 7270 of the Revenue and Taxation Code, the District entered into a contract with the State Board of Equalization to perform all functions incident to the administration and operation of the Transactions and Use Tax Ordinance; and

WHEREAS, the District deems it desirable and necessary for authorized representatives of the District to examine confidential transactions and use tax records of the State Board of Equalization pertaining to transactions and use taxes collected by the Board for the District pursuant to that contract; and

WHEREAS, Section 7056 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board of Equalization records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from, the transactions and use tax records of the Board;

NOW, THEREFORE IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEWARK AND ORDERED AS FOLLOWS:

Section 1. That the City Manager or other officer or employee of the District designated in writing by the City Manager to the State Board of Equalization (hereafter referred to as Board) is hereby appointed to represent the District with authority to examine transactions and use tax records of the Board pertaining to transactions and use taxes collected for the District by the Board pursuant to the contract between the District and the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of the District's transactions and use taxes by the Board pursuant to the contract.

BE IT FURTHER RESOLVED that the information obtained by examination of Board records shall be used only for purposes related to the collection of District's transactions and use taxes by the Board pursuant to the contracts between the District and Board.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AMENDING THE 2016-2018 BIENNIAL BUDGET
FOR FISCAL YEAR 2016-2017 TO ADD AN EXPENDITURE
ITEM FOR THE BOARD OF EQUALIZATION'S
PREPARATORY COSTS AND APPROVE AN INTERFUND
LOAN DECLARATION

WHEREAS, pursuant to Ordinance No. _____ of the City of Newark the City entered into a contract with the State Board of Equalization to perform all functions incident to the administration and operation of the Transactions and Use Tax Ordinance; and

WHEREAS, the Board of Equalization will incur costs to develop procedures and regulations, programming for data processing, instructions to staff and taxpayers and other appropriate preparatory costs and in said contract, the City will reimburse the Board of Equalization for these costs not to exceed \$175,000; and

WHEREAS, payment for these costs will be required prior to receiving revenue from the Transactions and Use Tax, therefore a loan from the General Fund is necessary for timely payment of these costs.

NOW, THEREFORE IT IS RESOLVED by the City Council of the City of Newark that the 2016-2018 Biennial Budget is amended to add an \$175,000 expenditure into the new fund for the Transactions and Use Tax and approve an Interfund Loan and Repayment Declaration Between the Transaction and Use Tax Fund and the General Fund.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AMENDING THE 2016-2018 BIENNIAL BUDGET
FOR FISCAL YEAR 2016-2017 TO ADD AN EXPENDITURE
ITEM FOR THE BOARD OF EQUALIZATION'S
PREPARATORY COSTS AND APPROVE AN INTERFUND
LOAN DECLARATION

WHEREAS, pursuant to Ordinance No. _____ of the City of Newark the City entered into a contract with the State Board of Equalization to perform all functions incident to the administration and operation of the Transactions and Use Tax Ordinance; and

WHEREAS, the Board of Equalization will incur costs to develop procedures and regulations, programming for data processing, instructions to staff and taxpayers and other appropriate preparatory costs and in said contract, the City will reimburse the Board of Equalization for these costs not to exceed \$175,000; and

WHEREAS, payment for these costs will be required prior to receiving revenue from the Transactions and Use Tax, therefore a loan from the General Fund is necessary for timely payment of these costs.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Newark that the 2016-2018 Biennial Budget is amended to add an \$175,000 expenditure into the new fund for the Transactions and Use Tax and approve an Interfund Loan and Repayment Declaration Between the Transaction and Use Tax Fund and the General Fund.

INTERFUND LOAN AND REPAYMENT DECLARATION BETWEEN THE
TRANSACTIONS AND USE TAX FUND AND THE GENERAL FUND

The following is a Declaration, dated December 8, 2016, by the City of Newark (City).

WHEREAS, the Transactions and Use Tax Fund will be created exclusively for accounting for the revenues and expenditures related to the Transactions and Use Tax; and

WHEREAS, revenues are estimated to be remitted to the City in June 2017; and

WHEREAS, the State Board of Equalization will incur costs to develop procedures and regulations, programming for data processing, instructions to staff and taxpayers and other appropriate preparatory costs and the City is contractually obligated to reimburse the Board of Equalization for these costs in a timely manner; and

WHEREAS, the City is willing to assume the fund relationship described herein:

NOW, THEREFORE, the City declares the following:

1. The purpose of this Declaration is to allow the Transactions and Use Tax Fund to reimburse the General Fund for the expenses incurred for the preparatory costs of the Board of Equalization and to establish a mechanism for the reimbursement.
2. This Declaration shall stay in full force for a period beginning as of the date first above written and continuing until all repayment and reimbursement obligations are satisfied.
3. The General Fund will transfer \$175,000 into the Transactions and Use Tax Fund. The payments to the State Board of Equalization will be made from the Transactions and Use Tax Fund. The Transactions and Use Tax will transfer as much as is available at the end of each Fiscal Year, beginning with Fiscal Year 2017, back into the General Fund until the full \$175,000 has been repaid.

IN WITNESS WHEREOF, the Mayor of the City of Newark, as authorized by Resolution No. _____ of the City Council of the City of Newark, has caused the name of the City of Newark to be affixed to this Declaration.

By:

Mayor Alan L. Nagy

Attest:

City Clerk Sheila Harrington

F.6 Authorization for the City to accept the U.S. Department of Homeland Security, California Governor's Office of Emergency Services (Cal OES) 2015 State Homeland Security Grant – from Police Commander Carroll. (RESOLUTION)

Background/Discussion – The Alameda County Sheriff's Office (ALCO) submitted a grant application through the U.S. Department of Homeland Security, California Governor's Office of Emergency Services (Cal OES) 2015 State Homeland Security Grant Program (SHSGP) on behalf of various agencies within the county. The SHSGP builds on the progress made toward enhancing the capabilities of law enforcement, emergency medical and management services, public works and public health and their abilities to respond to acts of terrorism involving chemical, biological, or nuclear weapons. Funding in the amount of \$100,500 has been allocated to the Newark Police Department to purchase a critical incident communications rescue phone (\$50,500) and a portable surveillance video system, including installation costs (\$50,000).

ALCO will manage and administer approved funding for all sub-recipients and will comply with government cost principles, uniform administrative requirements, and audit requirements for federal grants as required in the Code of Federal Regulations (CFR). As a sub-recipient, we are required to ensure all equipment is maintained in good working order and made available for deployment locally or within the region. In addition, equipment must be physically tracked and marked as being "purchased with funds provided by the U.S. Department of Homeland Security" as well as with the grant award number.

The critical incident communications rescue phone will allow our SWAT and Crisis Negotiation Team (CNT) to communicate and gather intelligence during incidents involving hostages or barricaded suspects, suicidal subjects, and domestic or international terrorism. The phone system allows for the free flow of information between the negotiators and the incident commander and also records and video tapes our interaction. The use of this equipment will enable our staff to see, hear, and evaluate the dangers associated with each incident and minimize potential risk to our teams and the community.

The portable surveillance video system will allow us to gather intelligence, monitor possible terrorist targets, and address concerns of citizens and businesses regarding theft and criminal activity. This video system includes diagnostic sensors with the ability to detect movement, people, and vehicles. Due to the portable nature of this technology, target locations can be adjusted as needed and be safely monitored remotely via cell phone and/or web based applications.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the City to accept the U.S. Department of Homeland Security, California Governor's Office of Emergency Services (Cal OES) 2015 State Homeland Security Grant award.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE CITY TO ACCEPT THE U.S.
DEPARTMENT OF HOMELAND SECURITY, CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL
OES) 2015 STATE HOMELAND SECURITY GRANT AWARD

WHEREAS, the Alameda County Sheriff's Office (ALCO) submitted an application through the U.S. Department of Homeland Security, California Governor's Office of Emergency Services (Cal OES) 2015 State Homeland Security Grant Program (SHSGP) on behalf of various agencies within the county; and

WHEREAS, funding in the amount of \$100,500 has been allocated to the Newark Police Department to purchase a critical incident communications rescue phone (\$50,500) and a portable surveillance video system, including installation costs (\$50,000); and

WHEREAS, ALCO will manage and administer approved funding for all sub-recipients and will comply with government cost principles, uniform administrative requirements, and audit requirements for federal grants as required in the Code of Federal Regulations (CFR); and

WHEREAS, as a sub-recipient, we are required to ensure all equipment is maintained in good working order and made available for deployment locally or within the region; and

WHEREAS, equipment must be physically tracked and marked as being "purchased with funds provided by the U.S. Department of Homeland Security" as well as with the grant award number; and

WHEREAS, the critical incident communications rescue phone will allow our SWAT and Crisis Negotiation Team (CNT) to communicate and gather intelligence during incidents involving hostages or barricaded suspects, suicidal subjects, and domestic or international terrorism; and

WHEREAS, the portable surveillance video system will allow us to gather intelligence, monitor possible terrorist targets, and address concerns of citizens and businesses regarding theft and criminal activity;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark authorizes the City to accept the U.S. Department of Homeland Security, California Governor's Office of Emergency Services (Cal OES) 2015 State Homeland Security Grant award.



Standard Assurances For All Cal OES Federal Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are housed in Title 2, Part 200 of the Code of Federal Regulations (CFR) and in updates issued by the Office of Management and Budget (OMB) on <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are called out below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board or authorized body agree:

- (a) To provide all matching funds required for said project and that any cash match will be appropriated as required.
- (b) That any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
- (c) That grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
- (d) That the official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon demand.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Finally, the Applicant agrees that Federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the Federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. The Applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA (42 U.S.C. 12101, et seq.);
- (e) Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- (f) Drug Abuse Office and Treatment Act of 1972) (P.L. 92-255), as amended (P.L. 96-181), relating to nondiscrimination on the basis of Treatment or recovery from drug abuse;
- (g) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (h) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

- (j) EO 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin;
- (k) EO 11375, which bans discrimination on the basis of sex in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (l) California Public Contract Code §10295.3, which addresses discrimination based on domestic partnerships;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code sections 12940, 12945, 12945.2) and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with State and Federal environmental standards which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. §1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
- (d) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) on the Environmental Justice Act (EO 12898) and Environmental Quality (EO 11514);
- (e) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to EO 11738;
- (f) Protection of wetlands pursuant to EO 11990;

- (g) Evaluation of flood hazards in floodplains in accordance with EO 11988;
- (h) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.);
- (i) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
- (j) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523);
- (k) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);
- (l) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Finally, the Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to §13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) finally determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in Federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 CFR §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment

The Applicant will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (2 CFR Chapter 1, Part 170), specifically (a) the reporting of

subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. §2409, 41 U.S.C. §4712, and 10 U.S.C. §2324, 41 U.S.C. §4304 and §4310 and 31 U.S.C. §6101 et seq.

13. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

14. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) Comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. §3145 and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction contracts or subcontracts.
- (b) Comply with the Federal Fair Labor Standards Act (29 U.S.C. §201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

15. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured against liability for Worker's Compensation before commencing performance of the work of this Agreement, as per California Labor Code §3700.

16. Property-Related

If applicable to the type of project funded by this Federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchase.
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard

area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

18. Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities which is under Federal control is subject to the Freedom of Information Act (FOIA), 5 U.S.C. §552. The Applicant should also consult its own State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process.

19. California Public Records Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities may be subject to the California Public Records Act (California Government Code §§6250-6276.48), which requires inspection and/or disclosure of governmental records to the public upon request, unless exempted by law.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

20. Personally Identifiable Information

Subrecipients collecting Personally Identifiable Information (PII) must have a publically-available policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

21. Disposition of Equipment

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Homeland Security/Federal Emergency Management Agency, subrecipients must request instructions from Cal OES on proper disposition of equipment.

22. Reporting Accusations and Findings of Discrimination

If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to Cal OES for reporting to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

If any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion or familial status against the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to Cal OES for forwarding to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

23. Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

All subrecipients must obtain DHS's approval prior to using DHS seal(s), Logos, crests or reproductions of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

24. Copyright

All subrecipients must affix the applicable copyright notices of 17 U.S.C. §§401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

25. Energy Policy and Conservation Act

All subrecipients must comply with the requirements of 42 U.S.C. §6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

26. Hotel and Motel Fire Safety Act of 1990

All subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with Section 6 of the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225a.

27. Terrorist Financing E.O. 13224

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.

28. USA Patriot Act of 2001

All subrecipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act), which amends 18 U.S.C. §§175-175c.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts.

The undersigned represents that he/she is authorized by the above named Applicant to enter into this agreement for and on behalf of the said Applicant.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

F.7 Approval of solid waste collection and recycling services maximum rates for 2017 with an increase of 1.0% over 2016 maximum rates – from Administrative Services Director Woodstock. (RESOLUTION)

Background/Discussion – The City’s agreements with Republic Services, Inc., for solid waste collection and recycling and with BLT Enterprises of Fremont for waste transfer services, include provisions for an annual adjustment set by formula based on relevant consumer price indices. The City sets the maximum limits for the rates and the final rates are set by Republic Services.

Each of the relevant indices are applied to different portions of the rate to calculate the annual contractual rate adjustment. These price indices include (1) A CPI for Garbage and Trash Collection which was 1.81% for the period between August 2014 and August 2015; (2) A Compressed Natural Gas Service Index which was -0.46% for the same period; and (3) An increase on the disposal costs at the Fremont Transfer Station (BLT), which will be 0.7% on July 1, 2017. The resulting total rate increase with each index applied to the appropriate part of the rate equates to a rate increase of 1.02% effective January 1, 2017.

The average household that uses a 32-gallon cart will see a \$0.48 per month increase. Approximately 75% of residential households subscribe to the 32-gallon cart size. Commercial customers with the average 3-yard bin with a once-a-week pick-up will see an increase of \$5.13 per month. Approximately 33% of commercial customers use this size bin with varying pick-up frequency.

Attachment

Action - It is recommended that the City Council, by resolution, establish the maximum rates for solid waste collection and recycling services for Calendar Year 2017.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ESTABLISHING MAXIMUM RATES FOR SOLID
WASTE COLLECTION AND RECYCLING SERVICES FOR
CALENDAR YEAR 2017

WHEREAS, the Agreement between the City of Newark and Allied Waste Services of North America (Republic Services) for the collection of solid waste and recycling services dated January 15, 2013 provides for an annual rate adjustment effective January 1 of each year; and

WHEREAS, the City of Newark entered into an agreement with BLT Enterprises of Fremont, LLC on September 27, 2007, for transfer services, which includes provisions for annual rate adjustments effective July 1 of each year; and

WHEREAS, these rate adjustments include a factor for collection costs and disposal costs; and

WHEREAS, the Newark City Council approved a settlement with BLT Enterprises of Fremont, LLC in 2014, which was incorporated into the rates.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Newark that in accordance with the Agreement between the City of Newark and Republic Services for solid waste collection and recycling services dated January 2013, and pursuant to Chapters 8.04 and 8.08, Title 8, of the Newark Municipal Code, and, further, in accordance with the First Amendment to the Service Agreement dated June 30, 2014 between the City of Newark and BLT Enterprises of Fremont, LLC., fees and rates for solid waste collection and recycling services shall not exceed that established in Exhibit L attached hereto and incorporated herein by reference, which is made a part hereof as though set forth at length;

BE IT FURTHER RESOLVED that any portion of Resolution No. 10,439 setting maximum for fees and rates for solid waste collection and recycling services is hereby rescinded and that if any provisions contained herein are found to be in conflict with provisions of Resolution No. 10,439 or any other previous resolution, the provisions herein shall prevail.

NEW EXHIBIT L
Maximum Rates Approved by City for Rate Period Four
(Effective January 1, 2017)

All references to Contractor and the Maximum Rates established herein are as a result of City's contract for collection of garbage, recyclables, and organic materials and shall be deemed Maximum Rates as established by City effective January 1, 2017.

A. SINGLE-FAMILY CART SERVICE

Single-Family Customers include single-family premises and each unit of a duplex, triplex, townhouse or condominium which receives individual Cart collection services.

CURBSIDE SERVICES	CONTAINER SIZE			
	20 GAL	32 GAL	64 GAL	96 GAL
(A) Basic Service	\$27.32	\$30.37	\$53.79	\$77.19
(B) Lifeline/Senior Rate	\$23.23	\$25.82	\$45.72	\$65.60
(C) Extra Solid Waste Cart	n/a	\$18.22	\$32.25	\$46.28
(D) Extra Yardwaste Cart	n/a	n/a	\$7.60	n/a
(E) Extra Recyclables Cart	n/a	n/a	\$4.56	n/a

*BACKYARD SERVICES	CONTAINER SIZE			
	20 GAL	32 GAL	64 GAL	96 GAL
(A) Basic Service	\$40.99	\$45.55	\$80.68	\$115.77
(B) Lifeline/Senior Rate	\$34.84	\$38.72	\$68.58	\$98.40
(C) Extra Solid Waste Cart	n/a	\$27.33	\$48.38	\$69.41
(D) Extra Yardwaste Cart	n/a	n/a	\$27.33	n/a
(E) Extra Recyclables Cart	n/a	n/a	\$27.33	n/a

(A) Basic Service

Weekly curbside collection of refuse, recyclables and yard waste in containers provided by the Contractor. Customers may select their level of refuse service according to the container options available. All customers will be issued a 64-gallon container for yardwaste and food scraps collection and a 64-gallon container for recyclables collection.

(B) Lifeline and Senior Rates

Weekly curbside collection of refuse, recyclables and yard waste in containers provided by the Contractor. Customers may select their level of refuse service according to the container options available. All customers will be issued a 64-gallon container for yardwaste and food scraps collection and a 64-gallon container for recyclables collection. These rates will be available for eligible, low-income customers demonstrating that they receive assistance under PG&E's Low Income Rate Payer Assistance program. These rates will also be available for senior citizens, age 65 and above.

(C,D,E) Additional Containers

Customers may subscribe to additional weekly refuse, yard waste or recycling service by requesting one or more extra Carts in the sizes listed above.

*Backyard services are available for an additional cost. Drivers cannot services containers behind locked gates or structures. Disabled residents may apply for an exemption from the additional fee.

NEW EXHIBIT L

Maximum Rates Approved by City for Rate Period Four

B. MULTI-FAMILY CART SERVICE

Multi-Family Customers include any Residential premises (other than Single-Family Premises), which have centralized collection services. Each unit of a duplex, triplex, townhouse or condominium that receives individual collection services is considered a Single-Family Premises and charged Single-Family Rates.

CART SIZE	MATERIAL	COLLECTIONS PER WEEK					
		1X	2X	3X	4X	5X	6X
32-Gallons	Refuse	\$23.12	\$47.16	\$72.13	\$98.02	\$124.85	\$152.59
64-Gallons	Refuse	\$40.91	\$83.47	\$127.67	\$173.51	\$220.98	\$270.08
96-Gallons	Refuse	\$58.72	\$119.80	\$183.22	\$248.99	\$317.10	\$387.57
32-Gallons	Recyclables	\$11.55	\$23.58	\$36.08	\$49.01	\$62.42	\$76.29
64-Gallons	Recyclables	\$20.45	\$41.74	\$63.85	\$86.76	\$110.50	\$135.05
96-Gallons	Recyclables	\$29.36	\$59.90	\$91.62	\$124.50	\$158.55	\$193.78
32-Gallons	Yardwaste	\$17.34	\$35.37	\$54.09	\$73.53	\$93.63	n/a
64-Gallons	Yardwaste	\$30.68	\$62.62	\$95.76	\$130.13	\$165.73	n/a
96-Gallons	Yardwaste	\$44.05	\$89.86	\$137.41	\$186.74	\$237.84	n/a

C. MULTI-FAMILY FRONT-LOAD BIN AND COMPACTOR SERVICE

Multi-Family Customers include any Residential premises (other than Single-Family Premises), which have centralized collection services. Each unit of a duplex, triplex, townhouse or condominium that receives individual collection services is considered a Single-Family Premises and charged Single-Family Rates.

REFUSE BINS*	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	\$123.06	\$250.98	\$383.96	\$521.64	\$664.52	\$812.01
2 cubic yard container	\$230.29	\$469.78	\$629.36	\$976.41	\$1,243.54	\$1,519.89
3 cubic yard container	\$325.58	\$606.66	\$887.88	\$1,302.27	\$1,627.83	\$1,953.39
4 cubic yard container	\$426.62	\$801.48	\$1,176.52	\$1,706.46	\$2,133.08	\$2,559.68
6 cubic yard container	\$637.50	\$1,199.96	\$1,762.32	\$2,549.99	\$3,187.49	\$3,824.99
7 cubic yard container	\$731.31	\$1,387.46	\$2,193.90	\$2,925.20	\$3,656.49	\$4,387.79

RECYCLING BINS**	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	\$49.22	\$100.39	\$153.58	\$208.66	\$265.81	\$324.81
2 cubic yard container	\$92.12	\$187.91	\$251.74	\$390.56	\$497.41	\$607.95
3 cubic yard container	\$130.22	\$242.66	\$355.15	\$520.90	\$651.12	\$781.35
4 cubic yard container	\$170.65	\$320.60	\$470.61	\$682.59	\$853.23	\$1,023.87
6 cubic yard container	\$255.00	\$479.98	\$704.92	\$1,019.99	\$1,275.00	\$1,529.99
7 cubic yard container	\$292.53	\$554.98	\$877.56	\$1,170.08	\$1,462.60	\$1,755.12

YARD WASTE BINS**	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	\$92.29	\$188.24	\$287.96	\$391.23	\$498.39	\$0.00
2 cubic yard container	\$172.72	\$352.34	\$472.02	\$732.30	\$932.65	\$0.00
3 cubic yard container	\$244.18	\$455.01	\$665.91	\$976.70	\$1,220.87	\$0.00

*Customer owned front-load refuse compactors will be charged 2 times the refuse bin rates listed in the above table.

**Customer owned front-load recycling compactors will be charged 50% of the refuse bin rates listed the above table.

NEW EXHIBIT L
Maximum Rates Approved by City for Rate Period Four

D. COMMERCIAL CART SERVICE

CART SIZE	MATERIAL	COLLECTIONS PER WEEK					
		1X	2X	3X	4X	5X	6X
32-Gallons	Refuse	\$23.12	\$47.16	\$72.13	\$98.02	\$124.85	\$152.59
64-Gallons	Refuse	\$40.91	\$83.47	\$127.67	\$173.51	\$220.98	\$270.08
96-Gallons	Refuse	\$58.72	\$119.80	\$183.22	\$248.99	\$317.10	\$387.57
32-Gallons	Recyclables	\$11.55	\$23.58	\$36.08	\$49.01	\$62.42	\$76.29
64-Gallons	Recyclables	\$20.45	\$41.74	\$63.85	\$86.76	\$110.50	\$135.05
96-Gallons	Recyclables	\$29.36	\$59.90	\$91.62	\$124.50	\$158.55	\$193.78
32-Gallons	Yardwaste	\$17.34	\$35.37	\$54.09	\$73.53	\$93.63	n/a
64-Gallons	Yardwaste	\$30.68	\$62.62	\$95.76	\$130.13	\$165.73	n/a
96-Gallons	Yardwaste	\$44.05	\$89.86	\$137.41	\$186.74	\$237.84	n/a

E. COMMERCIAL FRONT-LOAD BIN AND COMPACTOR SERVICE

REFUSE BINS*	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	\$123.06	\$250.98	\$383.96	\$521.64	\$664.52	\$812.01
2 cubic yard container	\$230.29	\$469.78	\$629.36	\$976.41	\$1,243.54	\$1,519.89
3 cubic yard container	\$325.58	\$606.66	\$887.88	\$1,302.27	\$1,627.83	\$1,953.39
4 cubic yard container	\$426.62	\$801.48	\$1,176.52	\$1,706.46	\$2,133.08	\$2,559.68
6 cubic yard container	\$637.50	\$1,199.96	\$1,762.32	\$2,549.99	\$3,187.49	\$3,824.99
7 cubic yard container	\$731.31	\$1,387.46	\$2,193.90	\$2,925.20	\$3,656.49	\$4,387.79

RECYCLING BINS**	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	\$49.22	\$100.39	\$153.58	\$208.66	\$265.81	\$324.81
2 cubic yard container	\$92.12	\$187.91	\$251.74	\$390.56	\$497.41	\$607.95
3 cubic yard container	\$130.22	\$242.66	\$355.15	\$520.90	\$651.12	\$781.35
4 cubic yard container	\$170.65	\$320.60	\$470.61	\$682.59	\$853.23	\$1,023.87
6 cubic yard container	\$255.00	\$479.98	\$704.92	\$1,019.99	\$1,275.00	\$1,529.99
7 cubic yard container	\$292.53	\$554.98	\$877.56	\$1,170.08	\$1,462.60	\$1,755.12

YARD WASTE BINS**	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	\$92.29	\$188.24	\$287.96	\$391.23	\$498.39	\$0.00
2 cubic yard container	\$172.72	\$352.34	\$472.02	\$732.30	\$932.65	\$0.00
3 cubic yard container	\$244.18	\$455.01	\$665.91	\$976.70	\$1,220.87	\$0.00

*Customer owned front-load refuse compactors will be charged 2 times the refuse bin rates listed in the above table.

**Customer owned front-load recycling compactors will be charged 50% of the refuse bin rates listed the above table.

NEW EXHIBIT L

Maximum Rates Approved by City for Rate Period Four

F. DROP BOX CONTAINERS AND COMPACTOR SERVICES

DROP BOX SIZES	Tonnage Limit Per Pick-Up*	REFUSE	RECYCLING	YARDWASTE
6 cubic yard Drop Box	2.0	\$432.74	n/a	n/a
14 cubic yard Drop Box	2.0	\$432.74	\$216.37	\$324.55
20 cubic yard Drop Box	3.0	\$546.98	\$273.49	\$410.24
30 cubic yard Drop Box	5.0	\$775.47	\$387.74	\$581.60
40 cubic yard Drop Box	6.0	\$889.71	\$444.86	\$667.29
Excess Tonnage Rate	n.a.	\$114.25	\$68.49	\$68.49

CUSTOMER-OWNED COMPACTORS	Tonnage Limit Per Pick-Up*	REFUSE	RECYCLING	YARDWASTE
6 cubic yard Compactor	1.2	\$376.75	\$188.39	\$282.56
15 cubic yard Compactor	3.0	\$753.52	\$376.75	\$565.14
20 cubic yard Compactor	4.0	\$1,004.69	\$502.34	\$753.52
25 cubic yard Compactor	5.0	\$1,255.85	\$627.93	\$941.89
30 cubic yard Compactor	6.0	\$1,507.02	\$753.52	\$1,130.27
35 cubic yard Compactor	7.0	\$1,758.20	\$879.11	\$1,318.64
40 cubic yard Compactor	8.0	\$2,009.37	\$1,004.69	\$1,507.02
Excess Tonnage Rate	n.a.	\$114.25	\$68.49	\$68.49

If tonnage collected is greater than the tonnage limit listed in the above table, contractor may charge for tonnage in excess of the tonnage limit at the per-ton rate specified.

G. CONSTRUCTION AND DEMOLITION DEBRIS BOX SERVICE

DROP BOX SIZES	MATERIAL	BASE RATE PER PICK-UP	PER TON RATE*
6 cubic yard Drop Box	Dirt	\$279.83	\$46.51
6 cubic yard Drop Box	Concrete	\$279.83	\$46.51
14 cubic yard Drop Box	Wood	\$279.83	\$66.46
20 cubic yard Drop Box	Wood	\$279.83	\$66.46
30 cubic yard Drop Box	Wood	\$279.83	\$66.46
40 cubic yard Drop Box	Wood	\$279.83	\$66.46
14 cubic yard Drop Box	Recyclable C&D	\$279.83	\$93.01
20 cubic yard Drop Box	Recyclable C&D	\$279.83	\$93.01
30 cubic yard Drop Box	Recyclable C&D	\$279.83	\$93.01
40 cubic yard Drop Box	Recyclable C&D	\$279.83	\$93.01

*Contractor will charge customer for actual tonnage collected at the per-ton rate listed in the above table.

NEW EXHIBIT L
Maximum Rates Approved by City for Rate Period Four

H. ADDITIONAL SERVICES & RATES

ADDITIONAL SERVICES	RATE
Cost of pre-paid solid waste overage bags	\$10.95
Cost of pre-paid yardwaste overage bags	\$10.95
Extra On-Call Bulky Cleanup (more than three per year)	\$82.18
Cart replacement cost (more than once per year)	\$82.18
Cart delivery/pick-up (more than once per year)	\$54.78
Lost lock per container, per occurrence	\$32.87
Steam cleaning Bin/Cart (charge per visit)	\$136.97
Hourly Trip Charge (if driver must return due to Customer/Generator error, such as failure to place Container at point of Collection before Collection time, overfilled Container, incorrect Container placement, contaminated materials)	\$93.14
Push/pull charge (Per- Mo, Per-50 Ft, Per Cart, Per Pick-up)	\$21.92
Lock/unlock charge (Per- Mo, Per-50 Ft, Per Cart, Per Pick-up)	\$21.92
Extra refuse bin collection (per cubic yard rate per pick-up)	\$27.29
Extra recycling bin collections (per cubic yard rate per pick-up)	\$13.64
Extra yard waste bin collections (per cubic yard rate per pick-up)	\$20.46
Bin Lock Installation (new lock) per container, per occurrence	\$32.87
Overage charges Per-Cubic-Yard Rate, per occurrence	\$10.95
Container relocation charge per container, per occurrence	\$93.14
Push/pull charge (Per- Mo, Per-50 Ft, Per Cart, Per Pick-up)	\$21.92
Lock/unlock charge (Per- Mo, Per-50 Ft, Per Cart, Per Pick-up)	\$21.92
Daily drop box demurrage charge (rental charge if customer keeps Box longer than 7-days without pick-up or return)	\$25.84
Drop box placement charge	\$71.23
Drop box relocation charge	\$93.14
Drop box cancellation service	\$93.14
Drop box overage charge - Refuse (For Each Ton In Excess of Limits)	\$114.25
Drop box overage charge - Recyclables (For Each Ton In Excess of Limits)	\$68.49
Drop box overage charge - Yardwaste (For Each Ton In Excess of Limits)	\$68.49
Restart charge after 120-days late and service reduction	\$32.87
Late charge after 60-days past due	1.50%
Insufficient funds charge	\$32.87

F.8 Approval of Measure D Expenditure Plan and Amendment of the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Year 2016-2017 – from Administrative Services Director Woodstock. (RESOLUTION)

Background/Discussion – The City receives approximately \$115,000 per year from the Alameda County Recycling Fund (Measure D funds). The revenue is generated from an \$8.23 charge per ton of waste disposed of at the landfills and the funds are distributed on a per capita basis to municipalities for the continuation and expansion of municipal recycling programs. As of June 30, 2016 the City of Newark has a balance of \$421,550 of unspent revenue from Measure D which exceeds the threshold for unspent funds. The threshold, established by multiplying eight dollars (\$8) times the population ($\$8 \times 44,733$), is \$357,864.

The Alameda County Waste Management Authority (StopWaste.org) requires an Expenditure Plan for the City to continue to receive Measure D funds when the threshold has been surpassed.

The balance of the City's Measure D funds was purposefully built up with the intent to use the funds to subsidize the implementation of a new commercial organics collection program. Unfortunately, it was recently determined that due to language in the contract, the City's franchise hauler is not eligible to receive the funds for this purpose. A revised Expenditure Plan will consist of procuring a consultant to prepare a long-term diversion plan, assist with the development of the commercial organics collection program and audit the material stream reports from the franchise hauler. A letter of intent indicating the Expenditure Plan has been sent to StopWaste.org. The estimated cost of procuring a consultant is \$65,000, although the final cost will be determined when the proposals are submitted.

Action - It is recommended that the City Council, by resolution, approve the Measure D Expenditure Plan and amend the 2016-2018 Biennial Budget for Fiscal Year 2016-2017.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING THE MEASURE D EXPENDITURE
PLAN AND AMEND THE 2016-2018 BIENNIAL BUDGET
FOR FISCAL YEAR 2016-2017

WHEREAS, the City of Newark receives funding from Measure D which is generated from a fee charged at the landfills; and

WHEREAS, the Alameda County Waste Management Authority (StopWaste.org) established a threshold for unspent funds and once that threshold has been reached, municipalities cannot continue to receive funds unless an Expenditure Plan is submitted and approved. The City has surpassed the threshold limit; and

WHEREAS, the Expenditure Plan shall consist of procuring a consultant to prepare a long-term diversion plan, assist with the development of the commercial organics collection program and audit the material stream reports from the franchise hauler.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark approves the Measure D Expenditure Plan and amends the 2016-2018 Biennial Budget as follows:

Fiscal Year 2016-2017

From:		
033-0000-2991	Measure D Fund Balance	\$65,000
To:		
033-2011-5280	Measure D Contractual Services	\$65,000

G.1 Claim of Rajnesh Kumar – from City Clerk Harrington.

(MOTION)

Background/Discussion – On November 3, 2016, the City received a claim from Rajnesh Kumar in the amount of \$500 alleging damage to his car when a pine cone from a City tree fell on it.

The claim and all relevant information were forwarded to ABAG Plan, the City's insurance administrator, who recommends that it be denied.

Attachment – None

Action - It is recommended that the City Council, by motion, deny the claim and authorize staff to inform the claimant of such denial.

**I.1 Appointment of Mayor Pro Tempore and authorization for the Mayor Pro Tempore to sign and endorse checks, warrants, and other instruments – from Mayor Nagy.
(MOTION)(RESOLUTION)**

Background/Discussion – During the latter part of the year, the City Council reorganizes by appointing one of its members to serve as Mayor Pro Tempore. After the Mayor Pro Tempore has been selected, a resolution authorizing the Mayor Pro Tempore to sign and endorse checks, warrants, and other instruments will need to be approved by the City Council.

Attachment

Action - It is recommended that the City Council: (1) by motion, appoint one of its members as Mayor Pro Tempore; and (2) by resolution, authorize the new Mayor Pro Tempore to sign and endorse checks, warrants, and other instruments.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING SIGNING AND ENDORSING
CHECKS, WARRANTS, AND OTHER INSTRUMENTS

WHEREAS, the US Bank, Newark Office, is heretofore selected as a depository of the City's funds;

NOW, THEREFORE, BE IT RESOLVED that checks or warrants withdrawing funds from said depositories must have two signatures and may be signed by Alan L. Nagy, Mayor of the City of Newark; or by _____, Mayor Pro Tempore; or by John Becker, City Manager of the City of Newark; or by Susie Woodstock, Treasurer of the City of Newark; or by David Zehnder, Recreation and Community Services Director of the City of Newark;

BE IT FURTHER RESOLVED that the US Bank, Newark Office, and Fremont Bank, Fremont Office, are authorized to honor and pay all the checks and warrants to the City of Newark, signed as provided herein, whether or not payable to the person or persons signing them; and that checks, warrants, drafts, bills of exchange and other evidence of indebtedness may be endorsed and deposited to the account of the City of Newark, by and of the foregoing or any other employee or agent of the City of Newark, and may be endorsed in writing or by stamp, with or without the designation of the person so endorsing;

BE IT FURTHER RESOLVED that the Protectograph Certifier signature impression of the Mayor, Alan L. Nagy; the Mayor Pro Tempore, _____, the City Manager, John Becker; the Treasurer, Susie Woodstock; and the Recreation and Community Services Director, David Zehnder shall be deemed their manual signatures for the purposes specified in this resolution;

BE IT FURTHER RESOLVED that all previous resolutions authorizing persons to sign checks on behalf of the City are hereby rescinded and no persons other than those set forth in this resolution are authorized to sign checks or other evidence of indebtedness on behalf of the City of Newark after said date.

I.2 Appointments of City Council Members to agencies, boards, commissions, and committees – from Mayor Nagy. (RESOLUTION)

Background/Discussion – On a yearly basis, the Mayor appoints City Council Members to various agencies, boards, commissions, and committees. The current appointments are listed for reference. The City Council should review the assignments and decide if they would like to make any changes for the upcoming year.

Alameda County Fire Advisory Commission	Council Members Bucci and Collazo – delegate and alternate
Alameda County Library Advisory Commission	Council Members Collazo and Mayor Nagy – delegate and alternate
Alameda-Contra Costa Transit District Policy Advisory Committee	Council Members Bucci and Hannon – delegates
Alameda County Transportation Commission	Council Members Freitas and Collazo – delegate and alternate
Alameda County Waste Management Authority Board/Stopwaste.org	Council Members Hannon and Freitas – delegate and alternate
Association of Bay Area Governments (ABAG)	Council Member Bucci and Mayor Nagy – delegate and alternate
Community Development Advisory Committee	Mayor Nagy and Council Member Freitas – delegates
Dumbarton Rail Policy Advisory Committee	Mayor Nagy and Council Member Bucci – delegate and alternate
Newark City Council –Board of Education Liaison Committee	Council Members Hannon and Collazo – delegates
Tri-City Elder Coalition	Mayor Nagy - delegate
Senior Citizen Standing Advisory Committee	Mayor Nagy delegate and chairperson
Southern Alameda County Geographic Information System Authority	Mayor Nagy - delegate Council Member Bucci - alternate

Tri-City Waste Facility Financing

Mayor Nagy and Council Member Hannon –
Authority delegates

In addition to these assignments, Council Member Hannon is the City's representative to the Housing Authority of Alameda County. This multi-year appointment, made by the Alameda County Board of Supervisors, expires in 2021 and is not included on the annual list.

Attachment

Action - It is recommended that the City Council, by resolution, approve the appointments to the various agencies, boards, commissions, and committees.

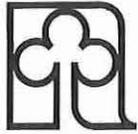
RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK CONFIRMING THE MAYOR'S APPOINTMENTS
TO VARIOUS AGENCIES, BOARDS, COMMISSIONS, AND
COMMITTEES

WHEREAS, the Mayor of the City of Newark has appointed representatives to the following agencies, boards, commissions, and committees:

Alameda County Fire Advisory Commission	delegate and alternate
Alameda County Library Advisory Commission	delegate and alternate
Alameda-Contra Costa Transit District Policy Advisory Committee	delegates
Alameda County Transportation	delegate and alternate
Alameda County Waste Management Authority Board/Stopwaste.org	delegate and alternate
Association of Bay Area Governments (ABAG)	delegate and alternate
Community Development Advisory Committee	delegates
Dumbarton Rail Policy Advisory Committee	delegate and alternate
Newark City Council –Board of Education Liaison Committee	delegates
Tri-City Elder Coalition	delegate
Senior Citizen Standing Advisory Committee	delegate and chairperson
Southern Alameda County Geographic Information System Authority	delegate and alternate
Tri-City Waste Facility Financing	delegates

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves the Mayor's appointments.



City of Newark

MEMO

DATE: November 28, 2016
TO: City Council
FROM: Sheila Harrington, City Clerk *SH*
SUBJECT: Approval of Audited Demands for the City Council Meeting of December 08, 2016.

REGISTER OF AUDITED DEMANDS

Bank of America General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
November 03, 2016	Page 1-2	109430 to 109498	Inclusive
November 10, 2016	Page 1-2	109499 to 109556	Inclusive
November 17, 2016	Page 1-2	109557 to 109655	Inclusive



City of Newark

MEMO

DATE: November 28, 2016

TO: Sheila Harrington, City Clerk

FROM: Susie Woodstock, Administrative Services Director *SKW*

SUBJECT: Approval of Audited Demands for the City Council Meeting of December 08, 2016.

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

1

Final Disbursement List. Check Date 11/03/16, Due Date 11/14/16, Discount Date 11/14/16. Computer Checks.
Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
109430	149	ABAG PLAN CORPORATION	11/03/16	14,842.30	DEDUCTIBLE COSTS FOR PY 16/17 (PROPERTY/
109431	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	11/03/16	1,557.58	PAYROLL - SHORT TERM DISABILITY PREMIUM
109432	2036	ALAMEDA COUNTY SHERIFF'S OFFICE REGIONAL	11/03/16	8,000.00	PATROL POST TRAINING
109433	5821	ALL CITY MANAGEMENT SERVICES, INC	11/03/16	3,591.00	CROSSING GUARD SVCS 09/25-10/08/16
109434	10662	ALLIANT INSURANCE SERVICES ATTN: ACCOUNT	11/03/16	9,468.00	SPECIAL EVENT INSURANCE
109435	14	ALPINE AWARDS	11/03/16	1,057.08	UNITY DAY TSHIRTS
109436	411	AIG BENEFIT SOLUTIONS	11/03/16	690.00	ANNUAL PO FOR EMPLOYEE LIFE INSURANCE
109437	348	AT&T	11/03/16	114.84	MONTHLY TELECOM OCT16
109438	1085	AT&T	11/03/16	39.50	ATT LONG DISTANCE OCT16
109439	147	AT&T MOBILITY	11/03/16	1,983.46	CELL SVC FOR MDT'S 09/14-10/13/16
109440	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	11/03/16	119.12	BATTERIES
109441	4534	BAY AREA BARRICADE SERVICE INC	11/03/16	1,265.82	REGULATORY & STREET NAME SIGNS
109442	9680	BAY CENTRAL PRINTING	11/03/16	2,352.80	PRINTING SVCS
109443	5122	JEREMY BECK	11/03/16	91.37	EXPENSE REIMBURSEMENT Reinstated from cl
109444	23	FRANK BONETTI PLUMBING INC	11/03/16	918.75	PLUMBING/PIPE FITTING
109445	9888	BUREAU VERITAS NORTH AMERICA INC.	11/03/16	20,722.58	BLDG PLAN REVIEW SERVICES
109446	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	11/03/16	4,688.10	STREETLIGHT AND TRAFFIC SIGNAL MAINTENAN
109447	10261	CARBONIC SERVICE	11/03/16	202.05	CO2 PURCHASES
109448	5337	CDW GOVERNMENT INC	11/03/16	6,468.00	HP SERVERS & SAN MAINTENANCE EXTENSION
109449	214	CENTRAL VETERINARY HOSPITAL	11/03/16	77.02	K9 VET SVCS
109450	10060	COMCAST	11/03/16	114.01	CABLE TV
109451	10793	LOV NEWARK	11/03/16	300.00	RENTAL DEPOSIT REFUND
109452	10793	EMMANUEL RIVERA	11/03/16	300.00	RENTAL DEPOSIT REFUND
109453	11208	CYBER COMPUTERS INC	11/03/16	6,383.52	EQUIPMENT REPLACEMENT #2017-4
109454	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	11/03/16	28.75	LEGAL ADS
109455	10794	DUKE DE LEON	11/03/16	450.00	VIDEO RECORDING SERVICES
109456	7631	DELTA DENTAL	11/03/16	7,099.31	PAYROLL - DENTAL PREMIUM NOV'16
109457	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	11/03/16	462.87	PAYROLL - DENTAL PREMIUM NOV'16
109458	184	DEPARTMENT OF TRANSPORTATION CASHIER HQ	11/03/16	1,134.46	SHARED ENERGY AND MAINTENANCE COSTS FOR
109459	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	11/03/16	676.95	VISION PREMIUM
109460	522	FEDEX	11/03/16	222.40	ENGINEERING MAILING/SHIPPING CHARGES
109461	1733	FIRST BAPTIST CHURCH	11/03/16	80.00	PAYROLL DEDUCTION - DONATION OCT'16
109462	1120	FORENSIC ANALYTICAL SCIENCES, INC	11/03/16	49.00	LAB TESTS
109463	5137	FOUR SEASONS POOL SERVICE	11/03/16	5,704.50	POOL MAINTENANCE
109464	313	FREMONT URGENT CARE CENTER	11/03/16	166.00	PRE-EMPLOYMENT/DOT PHYSICALS
109465	2215	FREMONT WHEEL & BRAKE	11/03/16	80.00	ALIGNMENTS
109466	11438	FRANK HERBERT	11/03/16	120.04	EXPENSE REIMBURSEMENT
109467	320	IPMA-HR INTERNATIONAL PUBLIC MANAGEMENT	11/03/16	393.00	ANNUAL MEMBERSHIP FOR HR DIRECTOR AND TE
109468	6009	JT2 INTEGRATED RESOURCES CORPORATE ACCOU	11/03/16	3,573.03	WORKER'S COMP ADMINISTRATION COST
109469	711	MATTHEW BENDER & CO. INC. ATTN: RENEWALS	11/03/16	3,347.44	LEGAL LIBRARY RESOURCE
109470	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	11/03/16	384.40	EMPLOYEE ASSISTANCE PROGRAM
109471	11309	MANUEL FERNANDEZ CONSTRUCTION	11/03/16	449.37	PREP AND PAINT PD
109472	11271	MASAKO MUSIC STUDIO MASAKO YAMAMOTO	11/03/16	1,004.40	RECREATION CONTRACT
109473	7618	METLIFE SBC	11/03/16	1,923.15	PAYROLL - LONG TERM DISABILITY PREMIUM
109474	11357	MISSION UNIFORM SERVICE	11/03/16	2,571.41	UNIFORMS, TOWELS & MATS
109475	1409	LAWRENCE E MURPHY PHD CONSULTING PSYCHOL	11/03/16	1,400.00	PSYCHOLOGICAL EVALUATIONS
109476	1905	PAINT PRODUCTION DBA INC, BAY EQUIPMENT	11/03/16	2,282.70	AUTO REPAIR & SERVICE
109477	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	11/03/16	277.00	PEST CONTROL
109478	11235	PHILIPPINE NEWS	11/03/16	200.00	LEGAL AD
109479	329	PHOENIX GROUP INFORMATION SYSTEMS	11/03/16	355.05	PARKING CITATION PROGRAM 09/16
109480	11412	PROSHRED SFBA	11/03/16	105.00	SHREDDING SVCS - 10/16

Final Disbursement List. Check Date 11/03/16, Due Date 11/14/16, Discount Date 11/14/16. Computer Checks.
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
109481	2396	THE PUBLIC RETIREMENT JOURNAL	11/03/16	250.00	ANNUAL SUBSCRIPTION
109482	7885	RENNE SLOAN HOLTZMAN SAKAI PUBLIC LAW GR	11/03/16	3,250.00	LITIGATION & CONSULTING SRVC
109483	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	11/03/16	170.00	WEB HOSTING, EMAIL FILTERING, & NETWORK
109484	11296	SIGNATURE CARPET ONE	11/03/16	450.00	TILE REPAIR
109485	220	SONITROL	11/03/16	3,385.50	SONITROL SECURITY MONITORING
109486	40	STAPLES ADVANTAGE DEPT LA	11/03/16	1,952.96	OFFICE SUPPLIES
109487	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	11/03/16	440.00	PAYROLL DEDUCTIONS - GARNISHMENT
109488	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	11/03/16	150.00	PAYROLL DEDUCTIONS - GARNISHMENT
109489	11105	STRATEGIC THREAT MANAGEMENT, INC	11/03/16	2,744.00	UB PRISONER GUARD SVC
109490	5463	MARY TEIXEIRA	11/03/16	10.26	EXPENSE REIMBURSEMENT
109491	337	TROPHY TOWNE	11/03/16	26.28	EMP OF SEMESTER
109492	363	UNITED STATES POSTMASTER	11/03/16	3,110.00	WINTER/SPRING REC GUIDE POSTAGE
109493	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	11/03/16	261.24	PAYROLL PREMIUMS - E0246926
109494	5623	VERIZON WIRELESS	11/03/16	4,675.61	IPHONE SVC
109495	11416	VISION TECHNOLOGY SOLUTIONS LLC DBA VISI	11/03/16	10,903.00	WEBSITE PROJECT
109496	11437	JOYCE WANG	11/03/16	330.56	EXPENSE REIMBURSEMENT
109497	5050	WEST COAST ARBORISTS INC	11/03/16	3,515.00	PROJECT 1139 - PARK TREE PRUNING
109498	11417	WHOLESALE DISTRIBUTION ALLIANCE	11/03/16	223.67	RETAIL MERCHANDISE
Total				155,735.21	

1

Final Disbursement List. Check Date 11/10/16, Due Date 11/21/16, Discount Date 11/21/16. Computer Checks.
Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
109499	332	ADAMSON POLICE PRODUCTS PROFESSIONAL POL	11/10/16	266.13	POLICE SUPPLIES
109500	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	11/10/16	783,770.75	FIRE SERVICES
109501	2580	COUNTY OF ALAMEDA GENERAL SERVICES AGENC	11/10/16	50.00	UB PARKING FINE
109502	14	ALPINE AWARDS	11/10/16	131.54	T-SHIRT/AWARDS
109503	9680	BAY CENTRAL PRINTING	11/10/16	70.23	BUSINESS CARDS FOR CHILD CARE
109504	5122	JEREMY BECK	11/10/16	705.78	EXPENSE REIMBURSEMENT
109505	7561	BEYOND PLUMBING MR. TONY JUAREGUI	11/10/16	1,000.00	REISSUE OF CLAIM 65617 PERFORMANCE BOND
109506	3681	MATT BREEN	11/10/16	315.88	EXPENSE REIMBURSEMENT
109507	11381	CLARK'S HOME AND GARDEN, INC.	11/10/16	165.00	SOIL MIXES AND GRAVEL
109508	10970	COCA COLA REFRESHMENTS UNION CITY SALES	11/10/16	850.66	CAFE PURCHASES
109509	10060	COMCAST	11/10/16	76.00	CABLE SVCS 10/27-11/27/16
109510	11449	CONVERY, R JOHN	11/10/16	150.00	SR CTR ENTERTAINMENT
109511	1109	CAPITAL ONE COMMERCIAL	11/10/16	1,628.36	SUPPLIES
109512	1004	CPRS DISTRICT 3 ATTN: ED KALLAS	11/10/16	120.00	FALL INSTITUTE REGISTRATION FEE FOR STAC
109513	11032	CUBE SOLUTIONS	11/10/16	407.78	CIP #1108 CITYWIDE WORKSTATION - OFFICE
109514	10650	JOSE VERA	11/10/16	1,027.00	REFUND OF MONEY REPLACES CLAIM 123659
109515	10650	BOSCO VEGA C/O VIVA NICARAGUA FESTIVAL	11/10/16	1,000.00	SECURITY DEPOSIT REFUND
109516	10793	ARNOLD AGUTOS	11/10/16	100.00	PARTY DEPOSIT REFUND
109517	10793	LUIS ELIZONDO	11/10/16	300.00	PARTY DEPOSIT REFUND
109518	10793	CAREN THOMAS	11/10/16	300.00	PARTY DEPOSIT REFUND
109519	10793	BAY AREA BOSSEZ	11/10/16	300.00	RENTAL DEPOSIT REFUND
109520	10793	WORD INTERNATIONAL MINISTRIES	11/10/16	300.00	RENTAL DEPOSIT REFUND
109521	63	THE GOODYEAR TIRE & RUBBER CO	11/10/16	3,889.16	TIRE PURCHASE
109522	9511	DWYS LLC DBA RENAISSANCE TOTS, LLC ATTN	11/10/16	190.50	RECREATION CONTRACT
109523	11030	E POLY STAR INC	11/10/16	2,102.40	TRASH CAN LINERS
109524	522	FEDEX	11/10/16	267.80	PACKAGE DELIVERY
109525	2986	FIRESTONE PHOTOGRAPHY	11/10/16	191.63	PHOTOGRAPHY SERVICES
109526	2215	FREMONT WHEEL & BRAKE	11/10/16	80.00	ALIGNMENTS
109527	10983	G BORTOLOTO & CO INC	11/10/16	145,460.23	CIP PROJECT #1116 (2016 ASPHALT CONCRETE
109528	11157	JASON GERMANO	11/10/16	200.00	RESERVE UNIF ALLOWANCE
109529	5388	GOLDEN WEST COLLEGE CRIMINAL JUSTICE TRA	11/10/16	55.00	PATROL POST TRAINING
109530	11307	GROUP 4 ARCHITECTURE, RESEARCH & PLANNIN	11/10/16	398.67	CONTRACT COSTS
109531	1591	PHILIP H HOLLAND	11/10/16	200.00	RESERVE UNIF ALLOWANCE
109532	7593	BRUCE HOWCROFT	11/10/16	200.00	RESERVE UNIF ALLOWANCE
109533	11123	I PIZZA	11/10/16	3,058.25	PIZZAS FOR CAFE AND PARTIES
109534	10192	SITEONE LANDSCAPE SUPPLY	11/10/16	7,403.87	CITYWIDE PARK IRRIGATION SYSTEM
109535	6786	STACEY KENISON	11/10/16	79.96	EXPENSE REIMBURSEMENT
109536	579	ALICE M KROPA	11/10/16	50.48	WATERING OF EASEMENT
109537	3644	LEXISNEXIS	11/10/16	176.00	ONLINE LEGAL RESOURCE SUBSCRIPTION
109538	6	KAREN MORADA	11/10/16	32.32	EXPENSE REIMBURSEMENT
109539	324	NEWARK CHAMBER OF COMMERCE	11/10/16	5,336.53	CHAMBER EXPENSES
109540	11272	NICHOLAS CUEVAS	11/10/16	177.52	EXPENSE REIMBURSEMENT
109541	10091	NOWDOCS INTERNATIONAL, INC NOWFORMS DIVI	11/10/16	363.54	CHECK STOCK/TAX SUPPLIES
109542	349	PACIFIC GAS & ELECTRIC	11/10/16	100.22	PG&E COSTS FOR STREETLIGHTS AND TRAFFIC
109543	10729	PETTY CASH CUSTODIAN-POLICE BEVERLY RYAN	11/10/16	661.82	PETTY CASH REPLENISHMENT
109544	11021	PRO-FIT	11/10/16	142.50	FITNESS EQUIP REPAIR/UPGRADE
109545	4176	MICHAEL QUEBEC	11/10/16	858.00	RECREATION CONTRACT
109546	11234	RAY MORGAN COMPANY	11/10/16	8,364.61	COPIER LEASE AGREEMENT
109547	11403	ROYSTON HANAMOTO ALLEY & ABEY DBA RHAA	11/10/16	20,065.00	NEWARK PARKS MASTER PLAN - 09/16
109548	5456	SACRAMENTO REGIONAL PUBLIC SAFETY TRAINI	11/10/16	108.00	PATROL POST TRAINING
109549	1683	S.B.R.P.S.T.C.	11/10/16	175.00	PATROL POST TRAINING

By BRETT OEVERNDIEK (BRETT)

Final Disbursement List. Check Date 11/10/16, Due Date 11/21/16, Discount Date 11/21/16. Computer Checks.
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
109550	5217	STATE OF CALIFORNIA DEPARTMENT OF CONSUM	11/10/16	115.00	PROFESSIONAL ENGINEER LICENSE RENEWAL FO
109551	335	TELECOMMUNICATIONS ENGINEERING & ASSOC T	11/10/16	775.00	PUBLIC IP FIREWALL MIGRATION
109552	10998	GARY M SHELDON VBS SERVICES	11/10/16	150.00	BLOOD WITHDRAWAL SVC
109553	5623	VERIZON WIRELESS	11/10/16	90.98	GPS TRACKERS
109554	11437	JOYCE WANG	11/10/16	330.56	EXPENSE REIMBURSEMENT
109555	339	WASHINGTON HOSPITAL GENERAL ACCOUNTING	11/10/16	50.00	LAB TESTS
109556	10822	WEE HOOP INC C/O DINAH SHAH	11/10/16	495.00	RECREATION CONTRACT
Total				995,430.66	

Final Disbursement List. Check Date 11/17/16, Due Date 12/05/16, Discount Date 12/05/16. Computer Checks.
Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
109557	10	ABC FIRE PROTECTION INC	11/17/16	722.05	FIRE EXTINGUISHERS
109558	10223	LEXISNEXIS RISK SOLUTIONS ACCT# 1415640	11/17/16	428.40	BACKGROUND CHECKS
109559	11094	ACME AUTO LEASING, LLC	11/17/16	1,909.44	ARMORED RESCUE VEH LEASE 11/16
109560	332	ADAMSON POLICE PRODUCTS PROFESSIONAL POL	11/17/16	489.24	POLICE SUPPLIES
109561	332	ADAMSON POLICE PRODUCTS	11/17/16	412.83	POLOS
109562	3853	COUNTY OF ALAMEDA INTERNAL AUDIT UNIT RI	11/17/16	2,238.50	CITATION PROCESSING FEES - OCT'16
109563	2036	ALAMEDA COUNTY SHERIFF'S OFFICE REGIONAL	11/17/16	188.00	PATROL POST TRAINING
109564	287	ALAMEDA COUNTY SHERIFF'S OFFICE GREGORY	11/17/16	1,633.58	LATENT PRINTS
109565	344	ALAMEDA COUNTY WATER DISTRICT	11/17/16	64,954.21	WATER USAGE
109566	5821	ALL CITY MANAGEMENT SERVICES, INC	11/17/16	3,565.35	CROSSING GUARD SVCS 10/09-10/22/16
109567	11433	AUTOWISE	11/17/16	346.06	AUTO PARTS/SERVICE/REPAIR
109568	1106	ROBERT SCOTT BASWELL	11/17/16	5,428.33	ADPP - 11/17/16
109569	4534	BAY AREA BARRICADE SERVICE INC	11/17/16	212.16	SIGNS & SIGN HARDWARE
109570	9680	BAY CENTRAL PRINTING	11/17/16	219.44	BUSINESS CARD IMPRINTING
109571	1131	BAY ISLAND OFFICIALS ASSOCIATION ATTN FR	11/17/16	948.00	SPORTS OFFICIATING
109572	11385	BBVA COMPASS	11/17/16	377,646.85	2012 RFND COP PRINCIPAL & INTEREST
109573	7275	PETER BEIREIS	11/17/16	59.31	EXPENSE REIMBURSEMENT
109574	11451	MAX ORDINATE ACADEMY	11/17/16	1,300.00	SWAT TRAINING
109575	23	FRANK BONETTI PLUMBING INC	11/17/16	565.00	PLUMBING SERVICE & REPAIR
109576	9888	BUREAU VERITAS NORTH AMERICA INC.	11/17/16	285.00	BLDG PLAN REVIEW SERVICES
109577	1513	BURTON'S FIRE INC	11/17/16	590.04	FIRE ENGINE SERVICE/REPAIR
109578	4603	CENTER FOR SPECIALIZED VETERINARY CARE B	11/17/16	475.00	CANINE PROGRAM
109579	33	CENTRAL TOWING & TRANSPORT LLC	11/17/16	400.00	TOWING SERVICES
109580	214	CENTRAL VETERINARY HOSPITAL	11/17/16	426.68	K9 VET SVCS
109581	6304	CLASSIC GRAPHICS T & J LEWIS INC	11/17/16	547.50	AUTO BODY REPAIRS/DECALS
109582	3751	BRYAN COBB	11/17/16	214.32	EXPENSE REIMBURSEMENT
109583	10060	COMCAST	11/17/16	13.95	CABLE AT THE SERVICE CENTER
109584	10649	GEORGE KAHENYA	11/17/16	1,000.00	PERFORMANCE BOND RTN EP# 2016-0273 Reins
109585	10649	MIKE COUNSIL PLUMBING INC.	11/17/16	96.80	BUILDING PERMIT 80% REFUND
109586	10793	JAMES SAVORY	11/17/16	100.00	RENTAL DEPOSIT REFUND
109587	10793	TONG JIANG	11/17/16	100.00	RENTAL DEPOSIT REFUND
109588	10793	ARRIE MOSLEY	11/17/16	100.00	RENTAL DEPOSIT REFUND
109589	10793	HIROSHI ICHIMURA	11/17/16	100.00	RENTAL DEPOSIT REFUND
109590	11208	CYBER COMPUTERS INC	11/17/16	2,613.25	EQUIPMENT REPLACEMENT MONITORS PRE-AUTH
109591	10677	DAILY JOURNAL CORP CALIFORNIA NEWSPAPER	11/17/16	41.25	LEGAL AD
109592	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	11/17/16	172.50	LEGAL ADS
109593	41	DALE HARDWARE	11/17/16	383.62	MISC. MAINTENANCE PARTS/SUPPLIES
109594	7183	DEMARAY'S GYMNASTICS ACADEMY	11/17/16	837.20	RECREATION CONTRACT
109595	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	11/17/16	743.00	FINGERPRINTING FEES
109596	9511	DWYS LLC DBA RENAISSANCE TOTS, LLC ATTN	11/17/16	125.00	RECREATION CONTRACT
109597	11015	EAST BAY LAWN MOWER	11/17/16	229.10	SMALL ENGINES AND TOOLS
109598	904	EMPLOYMENT DEVELOPMENT DEPARTMENT ATTN:	11/17/16	2,919.00	UNEMPLOYMENT INSURANCE
109599	310	EQUIFAX INFORMATION SVCS LLC	11/17/16	102.94	CREDIT BUREAU REPORTS
109600	4731	EWING IRRIGATION PRODUCTS INC	11/17/16	110.42	HAND TOOLS
109601	11431	EXTENDED STAY AMERICA	11/17/16	2,299.20	PATROL POST TRAINING
109602	1120	FORENSIC ANALYTICAL SCIENCES, INC	11/17/16	49.00	LAB TESTS
109603	5106	CITY OF FREMONT FINANCIAL SERVICES OFFIC	11/17/16	101,570.00	MCTF CONTRIBUTION
109604	5106	CITY OF FREMONT REVENUE DIVISION	11/17/16	6,742.24	SHELTER OPERATING EXPS
109605	11112	FREMONT CHRYSLER DODGE JEEP RAM	11/17/16	97.73	AUTO REPAIRS/SERVICE
109606	3886	FREMONT FLOWERS	11/17/16	209.13	FLOWERS FOR SHEILA HARRINGTON
109607	3416	GAMETIME	11/17/16	4,611.08	PROJECT 1110 - PARK RENOVATION

Final Disbursement List. Check Date 11/17/16, Due Date 12/05/16, Discount Date 12/05/16. Computer Checks.
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
109608	167	HARRIS COMPUTER SYSTEMS	11/17/16	3,232.28	SELECT FINANCIALS ERP MAINTENANCE
109609	11438	FRANK HERBERT	11/17/16	108.49	EXPENSE REIMBURSEMENT
109610	10663	HOSE & FITTING ETC	11/17/16	103.92	HYDRAULIC HOSES, PARTS & REPAIRS
109611	187	INDUSTRIAL SAFETY SUPPLY	11/17/16	730.94	SAFETY SUPPLIES
109612	10192	SITEONE LANDSCAPE SUPPLY	11/17/16	501.49	PROJECT 900 - CITYWIDE PARK IRRIGATION S
109613	6009	JT2 INTEGRATED RESOURCES CORPORATE ACCOU	11/17/16	185,000.00	WORKER'S COMPENSATION SPECIAL DEPOSIT RE
109614	6690	KELLY MOORE PAINTS	11/17/16	140.41	PROJECT 1151 - PATROL ANNEX WORK STATION
109615	5069	KIDZ LOVE SOCCER, INC.	11/17/16	7,893.60	RECREATION CONTRACT
109616	1469	KING KOVERS OF FREMONT	11/17/16	542.58	UPHOLSTERY REPAIR
109617	7964	KNORR SYSTEMS INC	11/17/16	2,225.70	SWIMMING POOL PARTS & REPAIRS
109618	6713	DAVID LEE	11/17/16	276.79	EXPENSE REIMBURSEMENT
109619	7189	LINCOLN EQUIPMENT INC	11/17/16	704.79	CHEMICAL AND POOL EQUIPMENT
109620	11246	LOOMIS ARMORED	11/17/16	295.43	ARMORED CAR SERVICE
109621	8218	JOLIE MACIAS	11/17/16	141.16	EXPENSE REIMBURSEMENT
109622	11360	MIKE DAVIS LANDSCAPE SERVICES	11/17/16	9,472.12	PARK & LANDSCAPE SERVICE
109623	7335	MUNICIPAL MAINTENANCE EQUIPMENT INC	11/17/16	231.44	SWEEPER/CATCH BASIN CLEANER SERVICE & PA
109624	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	11/17/16	4,047.10	AUTO PARTS
109625	1738	NEWARK BETTERMENT CORPORATION	11/17/16	1.59	REIMBURSE NBC APPROVAL# 216
109626	10918	ANKAR CYCLES, INC dba OAKLAND HARLEY-DAV	11/17/16	28.36	MOTORCYCLE SERVICE & REPAIR
109627	2027	PACHECO BROTHERS GARDENING, INC.	11/17/16	481.00	LANDSCAPE REPAIRS
109628	349	PACIFIC GAS & ELECTRIC	11/17/16	56,267.63	GAS & ELECTRIC CHARGES
109629	11346	PHAN'S SMOG STATION	11/17/16	240.00	VEHICLE SMOG CHECK
109630	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	11/17/16	182.29	PRINTING SERVICES
109631	11369	REBECCA HIBBS	11/17/16	51.27	EXPENSE REIMBURSEMENT
109632	9811	REDFLEX TRAFFIC SYSTEMS	11/17/16	18,800.00	REDLIGHT CAMERA MONITORING
109633	9842	REDWOOD VETERINARY CLINIC	11/17/16	907.00	CANINE PROGRAM
109634	11375	RESIDENCE INN SAN JOSE SOUTH	11/17/16	1,490.00	ACADEMY TRAINEE HOTEL
109635	654	SFPUC-WATER DEPARTMENT CUSTOMER SERVICE	11/17/16	602.00	RENT - WATER
109636	377	SIMON & COMPANY INC	11/17/16	1,887.40	LEGISLATIVE SERVICES
109637	220	SONITROL	11/17/16	578.77	ALARM MONITORING
109638	1683	S.B.R.P.S.T.C.	11/17/16	175.00	PATROL POST TRAINING
109639	40	STAPLES ADVANTAGE DEPT LA	11/17/16	2,006.44	OFFICE SUPPLIES
109640	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	11/17/16	52.61	PAYROLL DEDUCTION - GARNISHMENT
109641	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	11/17/16	440.00	PAYROLL DEDUCTION - GARNISHMENT
109642	11396	SWA SERVICES GROUP INC	11/17/16	25,298.96	JANITORIAL SERVICES NOV'16
109643	9476	YSERCO INC	11/17/16	422.47	ENERGY MANAGEMENT
109644	11395	TETRA TECH INC.	11/17/16	6,841.83	UPDATE LOCAL HAZARD MITIGATION PLAN
109645	10263	TRACKER SOFTWARE CORP	11/17/16	3,605.00	PUBWORKS ANNUAL SUPPORT AND SERVICE
109646	135	TURF & INDUSTRIAL EQUIPMENT CO	11/17/16	205.64	FLEET SUPPLIES
109647	5246	TURF STAR INC	11/17/16	307.51	MOWER & AMT PARTS & REPAIR
109648	6797	US BANK CORPORATE PAYMENT	11/17/16	16,563.14	US BANK CC PAYMENT 10/24/16
109649	7517	U S FOODS INC SAN FRANCISCO	11/17/16	645.91	CAFE PURCHASES
109650	3930	UNION BANK UNION BANK TRUST DEPARTMENT -	11/17/16	55,201.01	2002 COP - INTEREST
109651	688	UNION SANITARY DISTRICT ATTENTION ACCOUN	11/17/16	37,238.01	SEWER SERVICE ANNUAL CHARGE
109652	853	VALLEY OIL COMPANY DEPT# 35101	11/17/16	17,199.11	OIL & LUBRICANTS
109653	10249	WASHINGTON URGENT CARE	11/17/16	160.00	VACCINATION SERVICES
109654	340	WITMER-TYSON IMPORTS	11/17/16	912.80	K9 TRAINING/SUPPLIES
109655	11228	WORLD JOURNAL SF LLC	11/17/16	195.00	LEGAL AD
Total				1,056,207.69	

M.1 Closed session for conference with Labor Negotiators pursuant to California Government Code Section 54957.6. Agency designated representatives: Human Resources Director Abe and Assistant City Manager Grindall, Employee Group: the Newark Police Association – from City Attorney Benoun and Human Resources Director Abe.

Background/Discussion – The City Attorney has requested a closed session to discuss labor negotiations.

M.2 Closed session for conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(2), Anticipated Litigation: One case – from Human Resources Director Abe and City Attorney Benoun.

Background/Discussion – City Attorney Benoun has requested that the City Council convene in closed session pursuant to Government Code Section 54956.9(b), Anticipated Litigation: one case.

M.3 Closed Session for Conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1), Existing Litigation, Thimon v. City of Newark et al.; Alameda County Superior Court Case No. HG15756417– from City Attorney Benoun.

Background/Discussion – The City Attorney has requested a closed session to discuss existing litigation: Thimon v. City of Newark et al.; Alameda County Superior Court Case No. HG15756417.