

CITY OF NEWARK CITY COUNCIL

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

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

AGENDA

Thursday, November 9, 2017

- A. ROLL CALL

 - B. MINUTES
 - B.1 Approval of Minutes of the City Council meeting of October 26, 2017. (MOTION)

 - C. PRESENTATIONS AND PROCLAMATIONS
 - C.1 Introduction of employees.

 - D. WRITTEN COMMUNICATIONS

 - E. PUBLIC HEARINGS
 - E.1 Public Hearing and tabulation of ballots for annexation of Tract 8098 to Zone 4 – Glass Bay Landscaping and Lighting District No. 19 and, if no majority protest exists, approve the Final Engineer’s Report and the annexation of Tract 8098 to Zone 4 – Glass Bay of Landscaping and Lighting District No. 19 – from Assistant City Engineer Imai. (RESOLUTION)

 - F. CITY MANAGER REPORT

(It is recommended that Items F.1 through F.3 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 Introduction of an Ordinance amending Chapter 2.16 (Disaster Council) to conform with California Office of Emergency Services requirements; and (2) Adoption of a Resolution pertaining to Workers Compensation Benefits for Disaster Service Worker Volunteers – from City Manager Becker and City Attorney Benoun. (INTRODUCTION OF ORDINANCE)(RESOLUTION)

F.2 Approval of plans and specifications, acceptance of bid and award of contract to Western Water Features, Inc. for Silliman Aquatic Center Improvements, Project 1114 and amendment of the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Year 2017-2018 – from Public Works Director Fajeau. (MOTION)(RESOLUTION)

F.3 Approval of the Final Map and Subdivision Improvement Agreement for Tract 8270 - Sanctuary, a large-lot subdivision in General Plan Area 3 at the intersection of Cherry Street and Stevenson Boulevard – from Assistant City Engineer Imai. (RESOLUTION)

NONCONSENT

F.4 Approval of solid waste collection and recycling services maximum rates for 2018 with an increase of 3.9% over 2017 and approval of the Second Amendment to the Franchise Agreement to establish a Commercial Organics Collection Program – from Administrative Services Director Woodstock. (RESOLUTION)

G. CITY ATTORNEY REPORTS

G.1 Claim of Allstate Insurance – from City Clerk Harrington. (MOTION)

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

I.1 Reappointment of Bernie Nillo to the Planning Commission – 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 November 9, 2017. (MOTION)

M. CLOSED SESSION

**M.1 Conference with Legal Counsel – Anticipated Litigation
Government Code Section 54956.9(d)(4) (Initiation of Litigation)
Number of Potential Cases: 2**

**M.2 Conference with Labor Negotiator
Government Code Section 54957.6
Agency Designated Representative: Mayor Nagy
Unrepresented employee: City Attorney**

N. ADJOURNMENT

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

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



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

AGENDA

Thursday, November 9, 2017

CITY COUNCIL:

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

CITY STAFF:

John Becker
City Manager
Terrence Grindall
Assistant City Manager
Susie Woodstock
Administrative Services Director
Sandy Abe
Human Resources Director
Soren Fajeau
Public Works Director
Michael Carroll
Police Chief
David Zehnder
Recreation and Community Services Director
David J. Benoun
City Attorney
Sheila Harrington
City Clerk

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

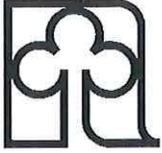
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|-------------------------------------|-------------------------|
| A. ROLL CALL | I. COUNCIL MATTERS |
| B. MINUTES | J. SUCCESSOR AGENCY |
| C. PRESENTATIONS AND PROCLAMATIONS | TO REDEVELOPMENT AGENCY |
| D. WRITTEN COMMUNICATIONS | K. ORAL COMMUNICATIONS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

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

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

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

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



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

Minutes

Thursday, October 26, 2017

A. ROLL CALL

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

B. MINUTES

B.1 Approval of Minutes of the City Council meetings of October 3 and 12, 2017. **MOTION APPROVED**

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

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Commending Newark Days Committee members.

Mayor Nagy presented commendations to members of the Newark Days Committee. The Committee members presented the Best Presentation of Parade Theme Trophy for the City's float.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORT

Council Member Hannon requested the removal of item F.2 for separate consideration.

Council Member Collazo moved, Vice Mayor Bucci seconded, to approve Consent Calendar Item F.1 and that reading of the title suffice for adoption. The motion passed, 5 AYES.

CONSENT

- F.1 Cancellation of the November 23 and December 28, 2017 City Council meetings.** **MOTION APPROVED**

NONCONSENT

- F.2 Approval of Contractual Services Agreement with Robert Mowat Associates for Professional Design Services for City Dog Parks at Newark Community Park and Birch Grove Park, Project No. 1194.**
RESOLUTION NO.10713
CONTRACT NO.17046

Council Member Hannon thanked the residents who participated in the Parks Master Plan process.

Council Member Hannon moved, Council Member Collazo seconded to by resolution approve the Contractual Services Agreement with Robert Mowat Associates for Professional Design Services for City Dog Parks at Newark Community Park and Birch Grove Park, Project No. 1194. The motion passed, 5 AYES.

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

Council Member Collazo encouraged people to schedule cancer screenings in October. She thanked everyone who attended the Dia de los Muertos event and wished everyone a safe Halloween.

Council Member Hannon commended staff for the Newark Citizen Police Academy.

Council Member Freitas requested that City Council adjourn the meeting in memory of Victor Capaz. He commended Assistant City Manager Grindall for submitting the City's bid to be considered for a second Amazon headquarters. He stated that the Alameda County Transportation Commission approved up to \$40 million for eligible transportation improvements in the City.

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

K. ORAL COMMUNICATIONS

Jack Dane commended Assistant Engineer Michael Carmen for his assistance in locating the sewer line plans for Mr. Dane's house.

L. APPROPRIATIONS

Approval of Audited Demands for the City Council meeting of October 26, 2017. MOTION APPROVED

City Clerk Harrington read the Register of Audited Demands: Check numbers 112525 to 112686.

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

M. CLOSED SESSION

**M.1 Closed session pursuant to Government Code Section 54957
Public Employee Performance Evaluation
Title: City Attorney.**

At 7:58 p.m. the City Council recessed to a closed session.

At 8:14 p.m. the City Council convened in closed session.

At 9:08 p.m. the City Council reconvened in open session with all Council Members present.

N. ADJOURNMENT

At 9:08 p.m. Mayor Nagy adjourned the City Council meeting in memory of Victor Capaz.

C.1 Introduction of employees.

Background/Discussion – Newly hired Police Officers Marc Palacio, Jenna Quinonez, and Anthony Piquette will be at the meeting to be introduced to the City Council.

E.1 Public Hearing and tabulation of ballots for annexation of Tract 8098 to Zone 4 – Glass Bay Landscaping and Lighting District No. 19 and, if no majority protest exists, approve the Final Engineer’s Report and the annexation of Tract 8098 to Zone 4 – Glass Bay of Landscaping and Lighting District No. 19 – from Assistant City Engineer Imai. (RESOLUTION)

Background/Discussion – TH-HW Newark, LLC (Trumark Homes), developers of Tract 8098, located on the southeastern corner of the intersection of Willow Street and Enterprise Drive, submitted a petition requesting annexation to Landscaping and Lighting District No. 19. On September 14, 2017, City Council adopted Resolution No. 10,705 initiating proceedings for the annexation of Tract 8098 to Zone 4 – Glass Bay of Landscaping and Lighting (L&L) District No. 19, approving the Preliminary Engineer’s Report, and declaring its intention to order annexation of Tract 8098 to the assessment district and to levy and collect assessments.

The Landscaping and Lighting Act of 1972 instituted procedures for the annexation to established maintenance districts for the purpose of financing the costs and expenses of landscaping and lighting of public areas. In 1996, California voters approved Proposition 218 which, in part, established new procedural requirements related to the annexation to Landscaping and Lighting Maintenance Districts. These procedural requirements include holding a public hearing, mailing of notices to all affected property owners in advance of the public hearing, the balloting process, and the tabulation of ballots.

At its meeting on September 14, 2017, City Council provided notice of a Public Hearing set for November 9, 2017 for the annexation of Tract 8098 to Zone 4 – Glass Bay of L&L District No. 19 and directed ballots be mailed to all affected property owners.

In accordance with the procedural requirements of Proposition 218, notices of the Public Hearing and ballots were sent to all property owners subject to the proposed assessment at least 45 days prior to the date of the Public Hearing for the annexation of Tract 8098 to Zone 4 – Glass Bay of L&L District No. 19. During the Public Hearing, all interested parties will have the opportunity to hear and have heard, all comments regarding the proposed assessment and ballot proceedings. Property owners have until the close of the Public Hearing to submit a completed ballot. At the conclusion of the Public Hearing, ballots will be opened, tabulated and weighted by the proposed assessment amount on each affected property and the results will be announced.

A majority protest exists if the weighted number of ballots received in opposition to the proposed assessment exceed the weighted number of ballots in favor of the assessment. If a majority protest does not exist, City Council may consider adopting a resolution approving the annexation of Tract 8098 to Zone 4 – Glass Bay of L&L District No. 19.

If approved, Zone 4 – Glass Bay of L&L District No. 19 would generate an estimated \$19,777.38 for Fiscal Year 2017-18, which equates to a maximum assessment of \$91.14 per single-family residence. However, because of the timing for the annexation, the first levy and collection of assessments would occur in Fiscal Year 2018-19. At that time, and in all future years, the rate of

assessment may be increased annually based on the Consumer Price Index or three percent (3%), whichever is greater.

Attachment

Action – It is recommended that the City Council, (1) hold a Public Hearing for the annexation of Tract 8098 to Zone 4 – Glass Bay of Landscaping and Lighting District No. 19, (2) after conclusion of the public input portion of the public hearing, close the balloting period and direct the City Clerk to tabulate all ballots received, (3) hear and accept the tabulation results from the City Clerk for the proposed assessment of Zone 4 – Glass Bay of Landscaping and Lighting District No. 19, and (4) if a majority protest does not exist, by resolution, approve the Final Engineer’s Report and approve the annexation of Tract 8098 to Zone 4 – Glass Bay of Landscaping and Lighting District No. 19.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING THE FINAL ENGINEER'S REPORT,
AND APPROVING THE ANNEXATION OF TRACT 8098 TO
ZONE 4 – GLASS BAY OF LANDSCAPING AND LIGHTING
DISTRICT NO. 19

WHEREAS, pursuant to the Landscaping and Lighting Act of 1972 and Proposition 218, City Council, by Resolution No. 10,705 adopted on September 14, 2017, (i) ordered the initiation of proceedings for the annexation of Tract 8098 to Zone 4 – Glass Bay of Landscaping and Lighting District No. 19 (the “Annexation”) for the purpose of financing the maintenance of those public improvements identified in the Preliminary Engineer’s Report prepared by Harris & Associates (the “Engineer’s Report”); (ii) approved the Preliminary Engineer’s Report; and (iii) set the date and time for a public hearing (the “Public Hearing”) on the Annexation pursuant to Section 22624 of the Streets and Highways Code; and

WHEREAS, City Council provided a 45-day written notice of the Public Hearing to each record owner of assessable parcels of real property located within the boundaries of the Annexation; and

WHEREAS, the Public Hearing was held at a meeting of the City Council on November 9, 2017 at 7:30 pm at the City of Newark City Hall, located at 37101 Newark Boulevard, Newark, California on the approval of the Annexation and approval of the Engineer’s Report; and

WHEREAS, every interested person had an opportunity to make a protest to the Engineer’s Report either in writing or orally at the Public Hearing, and the City Council has considered each protest; and

WHEREAS, the 45-day written notice also included a Special Election Ballot by which each property owner could express their support or opposition to the proposed assessment; and

WHEREAS, the ballot indicated that it must be returned before the conclusion of the Public Hearing on November 9, 2017 in order to be valid and counted and that all ballots physically received by the City Clerk would be tabulated after the conclusion of the public input portion of the Public Hearing; and

WHEREAS, Special Election Ballots sent to owners of assessable real property within the boundaries of the Annexation have been received and tabulated, with ballots weighted according to the proportional financial obligation of each parcel; and

WHEREAS, for fiscal year 2017-18 the calculated annual total district assessment is proposed at Nineteen Thousand Seven Hundred Seventy-Seven Dollars and Thirty-Eight Cents (\$19,777.38); and

WHEREAS, in order to keep up with inflation, the maximum annual assessment is proposed to be adjusted annually by the Consumer Price Index or three percent (3%), whichever is greater; and

WHEREAS, this resolution is adopted in accordance with Section 22361 of the Streets and Highways Code;

NOW, THEREFORE, BE IT RESOLVED that the canvass and tabulation of ballots submitted by property owners within the boundaries of the Annexation is complete and certified by the City Clerk, the results of which are as follows:

Total Number of Valid Ballots Processed:	_____
Total Assessment Amount of Valid Ballots:	_____
Total Number of "Yes" Votes Processed:	_____
Total Assessment Amount of "Yes" Votes Processed:	_____
Percentage of "Yes" Votes, Unweighted:	_____
Percentage of "Yes" Ballots, Weighted by Assessment:	_____
Total Number of "No" Votes Processed:	_____
Total Assessment Amount of "No" Votes Processed:	_____
Percentage of "No" Votes, Unweighted:	_____
Percentage of "No" Ballots, Weighted by Assessment:	_____

BE IT FURTHER RESOLVED that, as weighted according to the amount of assessment for each parcel, _____% of the property owners within the Annexation cast ballots in support of the annexation of Tract 8098 to Zone 4 – Glass Bay of Landscaping and Lighting District No. 19 and that a majority protest, as defined by Section 53753 of the California Government Code, does not exist.

BE IT FURTHER RESOLVED that Tract 8098 is annexed to Zone 4 – Glass Bay of Landscaping and Lighting District No. 19.

BE IT FURTHER RESOLVED that the Final Engineer's Report is hereby approved and the Landscaping and Lighting District No. 19 improvements to be financed with assessment proceeds described in the Engineer's Report are hereby ordered.

BE IT FURTHER RESOLVED that this City Council confirms the assessment diagram and the annual assessments as set forth in the Final Engineer's Report.

BE IT FURTHER RESOLVED that the allowance for an annual increase to the maximum assessment to be levied in future fiscal years based on the greater of the

San Francisco/Oakland/San Jose area Consumer Price Index or three percent (3%) is hereby approved.

BE IT FURTHER RESOLVED that the initial assessment for Zone 4 – Glass Bay of Landscaping and Lighting District No. 19 will be for Fiscal Year 2018-19, based on this annual increase.

BE IT FURTHER RESOLVED that this resolution is adopted pursuant to Section 22631 of the Streets and Highways Code.



PRELIMINARY ENGINEER'S REPORT

Landscape and Lighting District No. 19 Annexation No. 3 (Tract 8098 – Glass Bay)

Fiscal Year 2017/18

For the

CITY OF NEWARK

Alameda County, California

September 14, 2017



Harris & Associates

**ENGINEER'S REPORT
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Appendices

- A Maintenance Funding Exhibit
- B Assessment Diagram
- C Assessment Roll

CERTIFICATIONS

**ANNEXATION INTO THE CITY OF NEWARK
LANDSCAPE AND LIGHTING DISTRICT NO. 19
(Tract No. 8098 – Glass Bay)**

The undersigned acting on behalf of Harris & Associates, respectfully submits the enclosed Engineer's Report as directed by City Council pursuant to the provisions of Section 4 of Article XIID of the California Constitution, and provisions of the Landscaping and Lighting Act of 1972, Section 22500 et seq. of the California Streets and Highways Code. The undersigned certifies that he is a Professional Engineer, registered in the State of California.

DATED: September 14, 2017

BY: 
K. Dennis Klingelhofer
Assessment Engineer
R.C.E. No. 50255



I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was filed with me on the _____ day of _____, 2017.

_____, City Clerk,
City of Newark
Alameda County, California

By _____

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment Roll and Assessment Diagram thereto attached, was approved and confirmed by the City Council of the City of Newark, California, on the _____ day of _____, 2017.

_____, City Clerk,
City of Newark
Alameda County, California

By _____

CITY OF NEWARK

FISCAL YEAR 2017/18

**ENGINEER'S REPORT
PREPARED PURSUANT TO THE PROVISIONS OF THE
LANDSCAPING AND LIGHTING ACT OF 1972
SECTION 22500 THROUGH 22679
OF THE CALIFORNIA STREETS AND HIGHWAYS CODE,
ARTICLE XIIID OF THE CALIFORNIA CONSTITUTION, AND
THE PROPOSITION 218 OMNIBUS IMPLEMENTATION ACT
(GOVERNMENT CODE SECTION 53750 ET SEQ.)**

Pursuant to Part 2 of Division 15 of the Streets and Highways Code of the State of California, Article XIIID of the California Constitution (Proposition 218), and the Proposition 218 Omnibus Implementation Act and in accordance with the Resolution of Initiation, adopted by the City Council of the City of Newark, State of California, in connection with the proceedings for:

**THE CITY OF NEWARK
LANDSCAPE AND LIGHTING DISTRICT NO. 19
ANNEXATION NO. 3 – TRACT 8098 (Glass Bay)**

Hereinafter referred to as the "District", I, K. Dennis Klingelhofer, P.E., the authorized representative of Harris & Associates, the duly appointed ENGINEER OF WORK, submit herewith the "Report" consisting of five (5) parts as follows:

**PART A
PLANS AND SPECIFICATIONS**

Plans and specifications for the improvements are as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Engineer and are incorporated herein by reference.

**PART B
ESTIMATE OF COST**

An estimate of the costs of the proposed improvements, including incidental costs and expenses in connection therewith, is as set forth on the lists thereof, attached hereto, and are on file in the Office of the City Clerk and incorporated herein by reference.

PART C
METHOD OF APPORTIONMENT

The method of apportionment of assessments, indicating the proposed assessment of the net amount of the costs and expenses of the improvements to be assessed upon the several lots and parcels of land within the Annexation, in proportion to the estimated benefits to be received by such lots and parcels.

PART D
ASSESSMENT DIAGRAM

The Diagram of the Annexation Boundaries showing the exterior boundaries of the Annexation and the lines and dimensions of each lot or parcel of land within the Annexation. The lines and dimensions of each lot or parcel within the Annexation are those lines and dimensions shown on the maps of the Assessor of the County of Alameda for the fiscal year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

PART E
ASSESSMENT ROLL

An assessment of the estimated cost of the improvements on each benefited lot or parcel of land within the Annexation.

PART A

Plans and Specifications

The proposed improvements for the Annexation include landscape improvements, (the "Landscape Improvements"), and street lighting improvements (the "Street Lighting Improvements"), collectively, (the "Improvements").

The plans and specifications for the Improvements, showing the general nature, location and the extent of the Improvements, are on file with the City and are by reference herein made a part of this report.

The Improvements are generally described as follows:

DESCRIPTION OF IMPROVEMENTS TO BE MAINTAINED AND SERVICED

Landscape Improvements

The Landscape Improvements include, but are not limited to: landscaping, planting, turf, trees, irrigation systems and decorative lighting fixtures in public street and sidewalk rights-of-way, including medians, traffic circles, parkways and other easements dedicated to the City of Newark within, and adjacent to, the District.

The Landscape Improvements includes streetscapes, medians and traffic circles as shown on the maintenance exhibit in Appendix A, specifically:

- The east side of Willow Street at the southeast and northeast corners of Seawind Way and Willow Street
- Medians along Willow Street along the westerly border of the tract
- Medians along Enterprise Drive along the northerly border of the tract
- Traffic Circle at the intersection of Willow Street and Seawind Way
- Traffic Circle at the intersection of Willow Street and Enterprise Drive
- 27 Landscape Debris/Trash Capture Devices ("TCD") throughout the tract

Street Lighting Improvements

Street Lighting Improvements include, but are not limited to: poles, fixtures, bulbs, conduits, conductors, equipment including guys, anchors, posts and pedestals, metering devices and appurtenant facilities as required to provide lighting in public street and sidewalk rights-of-way and other easements dedicated to the City of Newark within, and adjacent to, the Annexation.

The Street Lighting Improvements include street lamps with 4000K LED luminaire with Type II medium beam distribution and micro-lens. The poles are manufactured by Hapco and the lamps are GC1, Green Cobra street lights, manufactured by LeoTek. The Street Lighting Improvements will be located along streets within the Annexation as shown on the maintenance exhibit in Appendix A, specifically:

- 21 street lights located throughout the interior of the tract
- 4 street lights located along Enterprise Drive at the northerly boundary of the tract
- 4 street lights located along Willow Street between Central Avenue and Seawind Way
- 4 street lights located along Willow Street between Seawind Way and Enterprise Drive

Appendix A of this report provides a Maintenance Funding Exhibit showing the location of the Landscape Improvements and the Street Lighting Improvements.

DESCRIPTION OF MAINTENANCE AND SERVICES

The proposed maintenance and services for the District (collectively, the "Maintenance ") include landscaping maintenance and services, (collectively, the "Landscape Maintenance "), and street lighting maintenance and services (collectively, the "Street Lighting Maintenance "). The proposed maintenance and services are generally described as follows:

Landscape Maintenance

Landscape Maintenance may include, but is not limited to, the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the Landscape Improvements and appurtenant facilities, including repair, refurbishment, removal or replacement of all or part of any of the Landscape Improvements and appurtenant facilities; providing for the life, growth, health and beauty of the Landscape Improvements, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste; the furnishing of water and electrical current or energy for the irrigation or lighting of the Landscape Improvements and appurtenant facilities.

Street Lighting Maintenance

Street Lighting Maintenance may include, but is not limited to, the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the Street Lighting Improvements, and appurtenant facilities, including repair, refurbishment, removal or replacement of all or part of any of the Street Lighting Improvements and appurtenant facilities; the furnishing of electrical current or energy for the maintenance of any Street Lighting Improvements and appurtenant facilities; and the furnishing of electric current or energy, gas or other illuminating agent for the Street Lighting Improvements and appurtenant facilities.

PART B
Estimate of Cost

The estimated maximum costs for Maintenance Services are the estimated costs of maintenance and services if the Improvements were fully maintained for Fiscal Year 2017-18. Section 22569(a) of Landscape and Lighting Act of 1972 (the "1972 Act") provides that estimate of costs includes the total cost improvements to be made for the year, being the total costs of constructing or installing all proposed improvements and of maintaining and servicing all existing and proposed improvements, including all incidental expenses. This may include an operating reserve which shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the City expects to receive its apportionment of special assessments and tax collections from the County, whichever is later.

The following table shows a summary of the estimated annual costs for the Annexation:

Cost Estimate Summary

A discussion on the determination of the required contribution from the General Fund is provided in Section C of this Report.

Detailed cost estimate tables for maintenance, administration and reserves are shown below.

Item	Cost/Year
Maintenance	
Landscape Maintenance	\$9,978.65
Street Lighting Maintenance	<u>3,215.19</u>
Total Maintenance Cost	\$13,193.84
Administrative Cost	\$5,530.81
Reserves	
Operating Reserve (10% of Total Maintenance Cost)	\$1,319.38
Annual Capital Replacement Reserve	<u>7,476.78</u>
Total Reserves	\$8,796.16
Total Maintenance, Administrative and Reserve Costs	\$27,520.81
Less: Beginning Balance	0.00
Less: Required Contribution from General Fund	<u>(7,743.43)</u>
Total Assessment Amount - Annexation No. 3	\$19,777.38

Maintenance Costs

Item	Unit	Quantity	Cost/Unit	Cost/Year
<u>Landscape Maintenance</u>				
Medians along Willow between Seawind and northern boundary of tract	SF	5,155.00	\$0.23	1,185.65
Medians along Willow between Seawind and southern boundary of tract	SF	3,500.00	\$0.23	805.00
Medians along Enterprise between Willow and Bay Landing	SF	3,255.00	\$0.23	748.65
Medians along Enterprise between Bay Landing and eastern boundary of tract	SF	3,090.00	\$0.23	710.70
Entrance of tract, north and south of Seawind	SF	1,965.00	\$0.23	451.95
Traffic Circle at intersection of Willow and Seawind	SF	2,645.00	\$0.23	608.35
Traffic Circle at intersection of Willow and Enterprise	SF	2,645.00	\$0.23	608.35
Trash Capture Devices ("TCD")	EA	27	\$180.00	<u>4,860.00</u>
Total Landscape Maintenance Cost				\$9,978.65
<u>Street Lighting Maintenance</u>				
Enterprise at northern boundary of tract	EA	4	\$97.43	\$389.72
Willow from Central to Seawind	EA	4	\$97.43	389.72
Willow from Seawind to Enterprise	EA	4	\$97.43	389.72
Throughout interior of tract	EA	21	\$97.43	<u>2,046.03</u>
Total Street Lighting Maintenance Cost				\$3,215.19
Total Maintenance Cost				\$13,193.84

Administrative Costs

Item	Cost/Year
<u>Administrative Cost</u>	
City Personnel Costs	\$1,319.38
Contractual Maintenance Costs	1,319.38
Inspection	1,055.51
Assessment Engineering	1,500.00
Alameda County Collection Charges (1.7%)	336.22
Rounding Adjustment	<u>0.32</u>
Total Administrative Cost	\$5,530.81

The Alameda County collection charge is equal to 1.7% of the total assessment placed on the tax roll each year.

The rounding adjustment is necessary so that the assessment amount for each parcel is rounded to even cents as the assessments are collected in two equal installments.

Operating Reserve

Operating Reserves will be collected over a five year period. The Cost Estimate Summary table on page 6 includes the amount to be collected for one year.

Annual Capital Replacement Reserve

The following table shows a summary of the annual collection amount for capital replacement reserves for the Improvements:

Item	Unit	Quantity	Cost/Unit	Cycle	Cost/Year
<u>Landscape Improvements</u>					
Medians along Willow between Seawind and northern boundary of tract	SF	5,155.00	\$1.40	75	96.23
Medians along Willow between Seawind and southern boundary of tract	SF	3,500.00	\$1.40	75	65.33
Medians along Enterprise between Willow and Bay Landing	SF	3,255.00	\$1.40	75	60.76
Medians along Enterprise between Bay Landing and eastern boundary of tract	SF	3,090.00	\$1.40	75	57.68
Entrance of tract, north and south of Seawind	SF	1,965.00	\$1.40	75	36.68
Traffic Circle at intersection of Willow and Seawind	SF	2,645.00	\$1.40	75	49.37
Traffic Circle at intersection of Willow and Enterprise	SF	2,645.00	\$1.40	75	49.37
Trash Capture Devices ("TCD")	EA	27.00	\$500.00	30	<u>450.00</u>
Total Landscape Improvements Replacement Cost					\$865.42
<u>Street Lighting Improvements</u>					
LED Post Top	EA	33	\$1,771.92	14	\$4,268.13
LED Printed Circuit Boards	EA	33	\$480.00	14	1,156.20
Driver	EA	33	\$92.31	14	222.35
Button Photocell	EA	33	\$86.54	25	114.23
Fusing	EA	33	\$19.23	25	25.38
Tapered Round POLE	EA	33	\$1,044.38	75	459.53
Pole Bracket/Arm	EA	33	\$830.77	75	<u>365.54</u>
Total Street Lighting Improvements Replacement Cost					\$6,611.36
Total Annual Replacement Cost					\$7,476.78

PART C Method of Apportionment of Assessment

General

The 1972 Act permits the establishment of assessment Districts by cities for the purpose of providing certain public improvements which include the construction, maintenance and servicing of street lights, traffic signals and landscaping facilities.

Street and Highways Code Section 22573 requires that maintenance assessments be levied according to benefit rather than according to assessed value. This section states:

The net amount to be assessed upon lands within an assessment District may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

The 1972 Act permits the designation of areas of benefit within any individual assessment Zone if "by reason of variations in the nature, location, and extent of the improvements, the various areas will receive different degrees of benefit from the improvements." (Sec. 22574). Thus, the 1972 Act requires the levy of a true "assessment" rather than a "special tax."

In addition, Proposition 218 (Prop. 218), the "Right to Vote on Taxes Act" which was approved on the November 1996 Statewide ballot and added Article XIID to the California Constitution, requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. Prop. 218 provides that only special benefits are assessable and the City must separate the general benefits from the special benefits. Prop. 218 also requires that publicly owned property which benefit from the improvements be assessed, unless that parcel can show no benefit from the improvements.

Special Benefit

In determining the proportionate special benefit derived by each identified parcel, the proximity of the parcel to the public improvements detailed in Part A, and the capital, maintenance and operating costs of said public improvements, was considered and analyzed. Due to the close proximity of the parcels to the improvements detailed in Part A, it has been demonstrated and determined that the parcels are uniquely benefited by, and receive a direct advantage from, and are conferred a particular and distinct special benefit over and above general benefits by said public improvements in a way that is particular and distinct from its effect on other parcels, and that real property in general and the public at large do not share.

All the parcels were established at the same time once the conditions regarding the improvements and the continued maintenance were guaranteed. As a result, each parcel within the District receives a special and distinct benefit from the improvements. The Glass Bay Tract Map 8098 is comprised of 217 single family homes and private roads.

Special Benefit from Landscape Maintenance

All parcels within the Annexation receive special benefit from Landscape Maintenance. Trees, landscaping, hardscapes, ornamental structures and appurtenant facilities, if well maintained, confer a particular and distinct special benefit upon real property within the District by providing beautification, shade and positive enhancement of the community character, attractiveness and desirability of the surroundings. In addition, all of the aforementioned contributes to a specific increase in property desirability and a specific enhancement of the property value of each parcel within the District.

Special Benefit from Street Lighting Maintenance

All parcels within the Annexation receive special benefit from Street Lighting Maintenance. The special benefit from street lighting can be measured by increased safety to people and property, as well as the increased availability of lighting. The safety to people results in a special benefit to residential parcels because street lighting improves traffic safety during ingress and egress to the property and creates a deterrent to crime against people on the property. The safety to property results in a special benefit to both residential and vacant non-developable parcels because street lighting operation, maintenance and servicing provides for the protection of buildings and personal property against crimes such as theft and vandalism.

Additionally, all parcels in the Annexation receive a special benefit from the installation, operation, maintenance and servicing of the operation, maintenance and servicing of street lighting on collector streets. Collector street lighting benefits properties primarily because the properties, and the persons using the properties, are provided safe street access.

Special Benefit to Parcels Outside of the Annexation Area

There are parcels outside of the Annexation area that receive special benefit from some of the Improvements. Parcels that front the west side of Willow Street receive special benefit from the Improvements on Willow Street. The Improvements that provide special benefit to parcels outside of the Annexation area are as follows:

Landscape Improvements

- Medians along Willow Street, between Seawind Way and the northerly border of the tract provide special benefit to the parcels in the Lighthouse and Newark Seniors Housing developments.
- Medians along Willow Street, between Seawind Way and the southerly border of the tract provide special benefit to the parcels in the Bayshores development.
- Traffic Circle at the intersection of Seawind Way and Willow Street provides special benefit to the Lighthouse and Bayshores developments.
- Traffic Circle at the intersection of Willow Street and Enterprise Drive provides special benefit to the Newark Seniors Housing development.

Share of Landscape Maintenance Cost Estimate to Parcels Outside of the Annexation Area

The share of the cost estimate related to landscape maintenance that provides special benefit to parcels outside of the Annexation area are shown in the following tables:

Allocation of the Cost of Willow Street Medians between Seawind Way and the Northerly Border of the Tract to Annexation Parcels and Parcels Outside of the Annexation Area

Item	EDUs	% of EDUs	Cost Share
Lighthouse	66.00	19.45%	\$230.66
Newark Seniors Housing	56.25	16.58%	196.59
Trumark	<u>217.00</u>	<u>63.96%</u>	<u>758.40</u>
Total for Medians	339.25	100.00%	\$1,185.65

Allocation of the Cost of Willow Street Medians between Seawind Way and the Southerly Border of the Tract to Annexation Parcels and Parcels Outside of the Annexation Area

Item	EDUs	% of EDUs	Cost Share
Bayshores	475.75	68.68%	\$552.84
Trumark	<u>217.00</u>	<u>31.32%</u>	<u>252.16</u>
Total for Medians	692.75	100.00%	\$805.00

Allocation of the Cost of the Traffic Circle at the intersection of Willow Street and Seawind Way to Annexation Parcels and Parcels Outside of the Annexation Area

Item	EDUs	% of EDUs	Cost Share
Lighthouse	66.00	8.70%	\$52.92
Bayshores	475.75	62.70%	381.44
Trumark	<u>217.00</u>	<u>28.60%</u>	<u>173.99</u>
Total for Traffic Circle	758.75	100.00%	\$608.35

Allocation of the Cost of the Traffic Circle at the intersection of Willow Street and Enterprise Drive to Annexation Parcels and Parcels Outside of the Annexation Area

Item	EDUs	% of EDUs	Cost Share
Newark Seniors Housing	56.25	20.59%	\$125.23
Trumark	<u>217.00</u>	<u>79.41%</u>	<u>483.12</u>
Total for Traffic Circle	273.25	100.00%	\$608.35

Street Lighting Improvements

- Street lights along Willow Street between Central Avenue and Seawind Way (including the street light on the Traffic Circle at Seawind Way) provide special benefit to the parcels in the Bayshores development.
- Street lights along Willow Street between Seawind Way and Enterprise Drive provide special benefit to the parcels in the Lighthouse and Newark Seniors Housing developments.

Share of Street Lighting Maintenance Cost Estimate to Parcels Outside of the Annexation Area

The share of the cost estimate related to street lighting maintenance that provides special benefit to parcels outside of the Annexation area are shown in the following tables:

Allocation of the Cost of Street Lights along Willow Street between Central Avenue and Seawind Way to Annexation Parcels and Parcels Outside of the Annexation Area

Item	EDUs	% of EDUs	Cost Share
Bayshores	475.75	68.68%	\$267.64
Trumark	<u>217.00</u>	<u>31.32%</u>	<u>122.08</u>
Total for Street Lights	692.75	100.00%	\$389.72

Allocation of the Cost of Street Lights along Willow Street between Seawind Way and Enterprise Drive to Annexation Parcels and Parcels Outside of the Annexation Area

Item	EDUs	% of EDUs	Cost Share
Lighthouse	66.00	19.45%	\$75.82
Newark Seniors Housing	56.25	16.58%	64.62
Trumark	<u>217.00</u>	<u>63.96%</u>	<u>249.28</u>
Total for Street Lights	339.25	100.00%	\$389.72

Required Contribution for Special Benefit to Parcels Outside of the Annexation Area

The total required contribution for special benefit to parcels outside of the Annexation area is as follows:

Item	Cost/Year
<u>Landscape Maintenance</u>	
Medians along Willow between Seawind and northern boundary of tract	\$427.25
Medians along Willow between Seawind and southern boundary of tract	552.84
Traffic Circle at intersection of Willow and Seawind	434.36
Traffic Circle at intersection of Willow and Enterprise	<u>125.23</u>
Total Landscape Maintenance Cost	\$1,539.68
<u>Street Lighting Maintenance</u>	
Willow from Central to Seawind (including light on Traffic Circle at Seawind)	\$267.64
Willow from Seawind to Enterprise	<u>140.44</u>
Total Street Lighting Maintenance Cost	\$408.08
Total Maintenance Cost	\$1,947.76
<u>Reserves</u>	
Operating Reserve (10% of Total Maintenance Cost)	\$194.78
Annual Capital Replacement Reserve	<u>964.09</u>
Total Reserves	\$1,158.87
Total Maintenance and Reserve Costs	\$3,106.63

The share of costs allocated to parcels outside of the Annexation area cannot be assessed to Annexation parcels and this amount is the required contribution from some other sources, such as assessments from parcels within another Zone of Landscape and Lighting District No. 19 that receive special benefit from the improvements, or from the City's General Fund.

General Benefit

There is also general benefit from Improvements. The amount of general benefit is determined by the nature and location of the Improvements.

General Benefit from Landscape Maintenance

There is a general benefit component related to the trash capture devices ("TCD's"). The TCD's keep debris and other contaminants from getting into the landscaped areas on the south end of the project and the wetlands beyond, reducing or eliminating the trash and other debris needing to be picked up. While a portion of this can be attributable to special benefit, the benefit to all parcels and the community in general (general benefit) is that the beauty of the area will be enhanced and contaminants in the water table will be reduced. Based on studies from the Environmental Protection Agency, California Water Board and WaterWorld, it is estimated that 80% of trash that ends up in our waterways or oceans originates on land. The table on the following page shows the allocation of the cost of the Trash Capture Devices to the Annexation parcels between special and general benefit.

The Improvements that provide general benefit are as follows:

- 27 Trash Capture Devices

General Benefit Share of Cost Estimate

The share of the cost estimate that provides general benefit is shown in the following table:

27 Trash Capture Devices

Item	EDUs	% of EDUs	Cost Share
Special Benefit to Parcels	43.40	20.0%	\$972.00
General Benefit to Parcels	<u>173.60</u>	<u>80.0%</u>	<u>3,888.00</u>
Totals	217.00	100.0%	\$4,860.00

Required Contribution for General Benefit

The total required contribution for general benefit is as follows:

Item	Cost/Year
<u>Landscape Maintenance</u>	
Trash Capture Devices	<u>\$3,888.00</u>
Total Landscape Maintenance Cost	\$3,888.00
<u>Reserves</u>	
Operating Reserve (10% of Total Maintenance Cost)	\$388.80
Annual Capital Replacement Reserve	<u>360.00</u>
Total Reserves	\$748.80
<u>Total Maintenance and Reserve Costs</u>	<u>\$4,636.80</u>

The share of costs allocated to parcels outside of the Annexation area cannot be assessed to Annexation parcels and this amount is the required contribution from some other source, such as the City's General Fund.

General Benefit from Street Lighting Maintenance

There is no general benefit from Street Lighting Maintenance.

Total Required Contribution for General and Special Benefit to Parcels Outside of the Annexation Area

The total contribution for general benefit and special benefit to parcels outside of the Annexation area is as follows:

Item	Cost/Year
Required Contribution for Special Benefit	\$3,106.63
Required Contribution for General Benefit	<u>4,636.80</u>
Total Required Contribution for General Benefit and Special Benefit to Parcels Outside of the District	\$7,743.43

Apportionment

Since the assessment will be levied against parcels of property as shown on the tax roll, the final charges must be assigned by Assessor's Parcel Number. If assessments were to be spread just by parcel, not considering land use or parcel size, a single family parcel would be paying the same as a 50 unit apartment parcel or a large commercial establishment and this would not be equitable.

The single family detached residential unit or lot has been selected as the basic unit for calculation of assessments and is defined as one Equivalent Dwelling Unit (EDU). Each land-use in the Annexation is converted to EDU's. The Annexation contains single family homes, condominiums and townhomes. There are no "non-residential" (commercial) parcels in the Annexation.

The EDU method is seen as the most appropriate and equitable method of spread of benefit to each parcel from the improvements since it is based on land-use type and parcel size. Property within the Annexation is assigned to one of the following two categories.

Single Family Residential. Parcels zoned for single family detached home residential uses are assessed 1 EDU per dwelling unit. Parcels designated as SFR land-use will be assessed 1 EDU per dwelling unit or lot, including vacant subdivided residential lots and vacant land zoned for single family residential uses with a tentative or final tract map.

Multiple Family Residential. Multiple-residential (including apartments, condominiums, townhomes, and duplexes) land use equivalencies are determined based on the number of dwelling units on each parcel. Due to population density and size of structure relative to the typical single family residence, each dwelling unit defined as multi-family residential, including apartments, condominiums, townhomes, and duplexes, are assigned and EDU of 0.75 EDU.

The EDU's assigned to a multiple-residential parcel are calculated by multiplying the number of dwelling units by the EDU Factor of 0.75.

Non-Residential. In converting non-residential properties to EDU's, the EDU Factor used is equal to the EDU density of the residential property in the Annexation. Glass Bay is a low density residential development with approximately 217 planned single family residential units with a total EDU count of 217, located on approximately 21.37 acres. This calculates to an EDU Factor of 10.15 EDU per developed non-residential acre. All properties that are developed for non-residential uses are therefore assigned 10.15 EDU's per acre. These include commercial, industrial, church, school, and other non-residential uses.

Vacant Parcels. Vacant parcels receive a reduced level of benefit as compared to developed parcels. Vacant parcels therefore uses are assessed at 20% of the non-residential rate, or 2.03 EDU per acre. This includes all lots designated as vacant without a tentative or final tract map but does not include easements or streets, whether private or public, which are non-assessable.

EDU Factors by Land Use

The following table is summary of the EDU Factors for the Annexation, for each land use category:

Land Use	EDU Factor
SFR	1.00 Per Dwelling Unit
Multi-Family - Condo - Townhome	0.75 Per Dwelling Unit
Non-Residential	10.15 EDU Per Acre
Vacant Property	2.03 EDU per Acre

Land Use and EDU Summary

The following tables provide a summary of the land uses and EDU’s for purposes of this Report and the assessment calculations.

Annexation EDU's			
Land Use	Dwelling Units	EDU Factor	EDU's
SFR	217.00	1.000	217.00
Multi-Family - Condo - Townhome	0.00	0.750	0.00
Non-Residential	0.00	10.15	0.00
Vacant Property	0.00	2.030	0.00
Totals	217.00		217.00

Assessment Rate Per EDU

The Maximum Assessment Rate Per EDU for the Annexation is calculated by dividing the Maximum Assessment Amount for the District by the total EDUs in the Annexation. The Applied Assessment Rate must be an even penny for County tax roll purposes.

Fiscal Year 2017/18 Assessment Rates Per EDU		
Assessment Amount	Annexation EDU's	Rate Per EDU
\$19,777.38	217.00	\$91.14

Assessments

The Maximum Assessment Amount and the Applied Assessment Amount for fiscal year 2017/18 are shown in the following table:

Fiscal Year 2017/18 Maximum and Applied Assessment		
Maximum Assessment Rate	Maximum Assessment	Applied Assessment Rate
\$91.14 per EDU	\$19,777.38	\$0.00 per EDU

The Applied Assessment Rate may be adjusted, based upon the level of development at the time, but not to exceed the established Maximum Assessment Rate.

- The Maximum Assessment Rate allowed each fiscal year (the “Adjusted Maximum Assessment Rate”) shall be based on the initial maximum assessment established in fiscal year 2017/18, adjusted annually by the Bureau of Labor Statistics, Consumer Price Index for the month of February, All Urban Consumers, (“CPI”) for the San Francisco/Oakland/San Jose area or three percent (3%), whichever is greater. Should the Bureau of Labor Statistics revise or discontinue the preparation of such index, the City reserves the right to use such revised index or a comparable system to determine fluctuations in the annual cost of living.
- Each fiscal year, the greater of CPI or 3% shall be applied to the Maximum Assessment Rate established the previous fiscal year to calculate the appropriate Adjusted Maximum Assessment Rate for the then current fiscal year.
- If the proposed annual assessment rate for the upcoming fiscal year is less than or equal to the Adjusted Maximum Assessment Rate established for that fiscal year then the proposed annual assessment is not considered an increased assessment.

PART D
Assessment Diagram

The boundary diagram for the Annexation is included herein as Appendix B, and is part of this report.

The lines and dimensions of each lot or parcel within the Annexation are those lines and dimensions shown on the maps of the Assessor of the County of Alameda for the fiscal year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

PART E

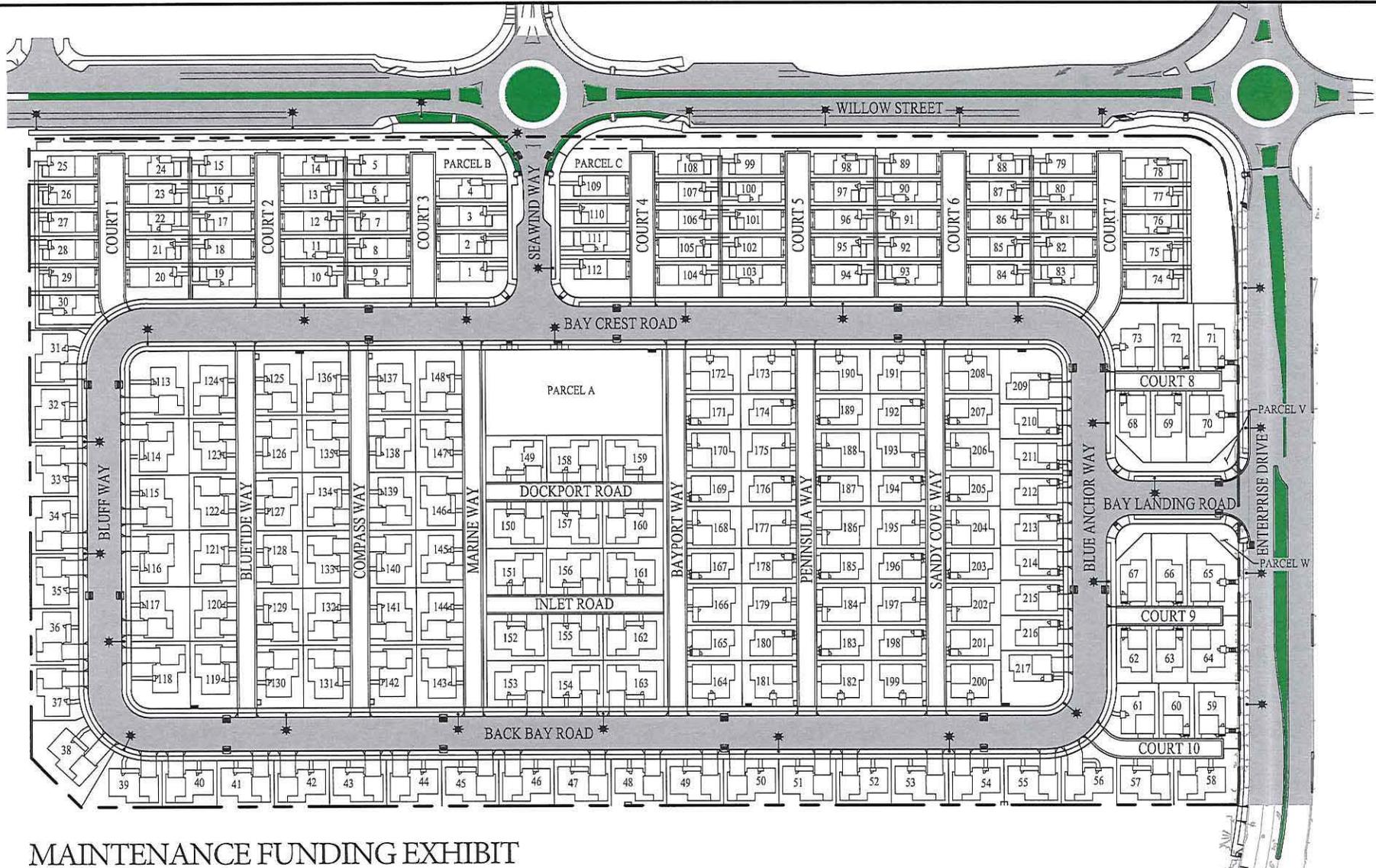
Assessment Roll

All assessed lots or parcels of real property within the Annexation are listed on the Assessment Roll. The Assessment Roll states the net amount to be assessed upon assessable lands within the Annexation for Fiscal Year 2017/18, shows the Fiscal Year 2017/18 assessment upon each lot and parcel within the District, and describes each assessable lot or parcel of land within the Annexation. These lots are more particularly described in the Assessment Roll, which is included in this Report as Appendix C.

The Assessment Roll, Appendix C, shows the original parcels, which will be subdivided into individual parcel numbers prior to development. The individual parcels may be assessed based on their development status, parcel type and corresponding EDU.

APPENDIX A

The Maintenance Funding Exhibit is shown on the following page.



MAINTENANCE FUNDING EXHIBIT
 CITY OF NEWARK
 LANDSCAPE AND LIGHTING DISTRICT NO. 19
 ANNEXATION NO. 3
 (GLASS BAY - TRACT 8098)

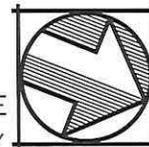
ALAMEDA COUNTY CALIFORNIA

DATE: AUGUST 24, 2017

SCALE: 1"=150'

LEGEND:

-  LANDSCAPE
-  PUBLIC STREET
-  STREET LIGHT
-  CATCH BASIN WITH TRASH CAPTURE DEVICE
-  ANNEXATION BOUNDARY

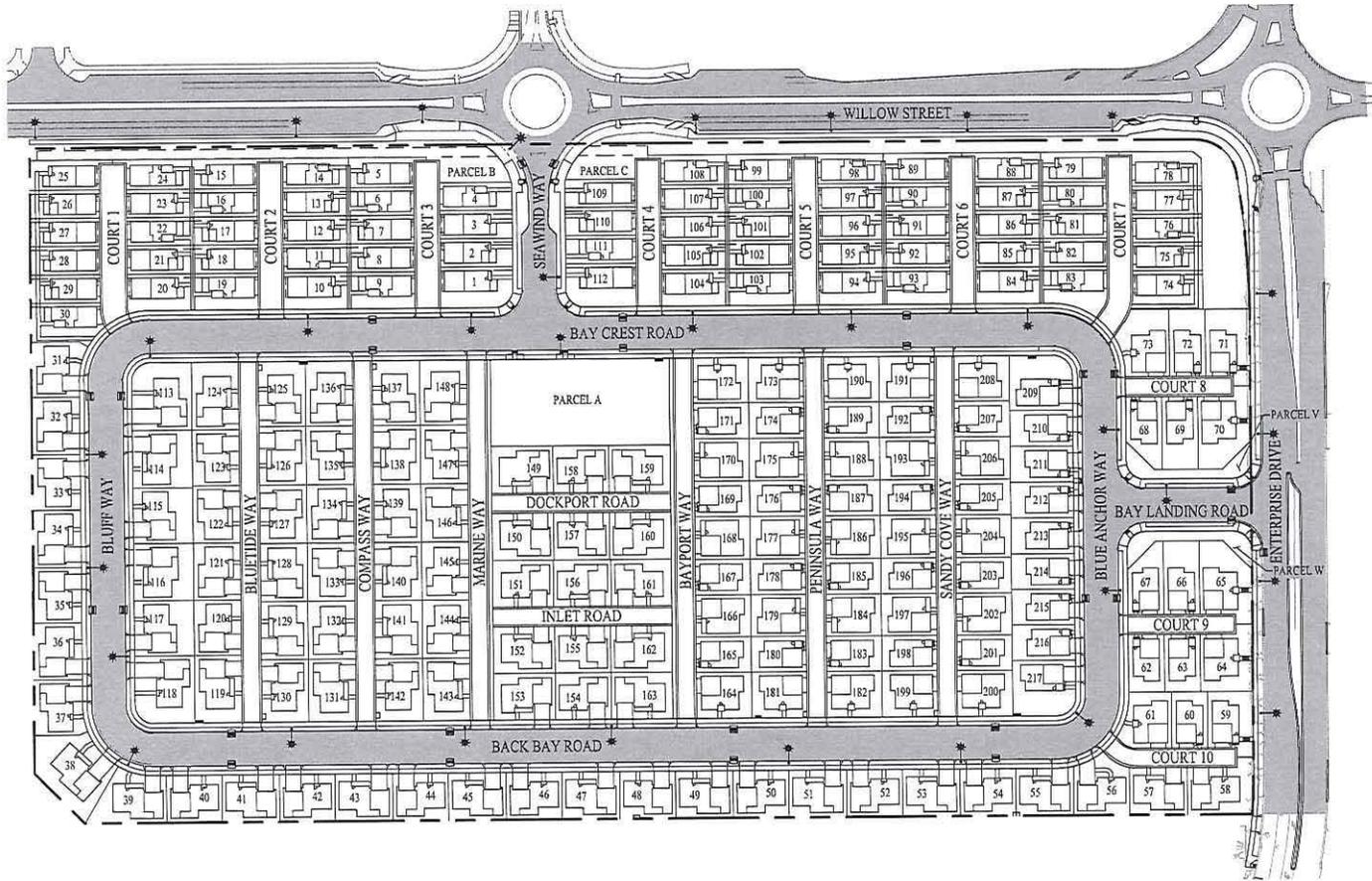


	Carlson, Barbee & Gibson, Inc. <small>CIVIL ENGINEERS • SURVEYORS • PLANNERS</small>
	<small>2633 CAMINO RAMON, SUITE 350 SAN RAMON, CALIFORNIA 94583</small>

APPENDIX B

The Assessment Diagram for the Annexation is shown on the following page.

**ASSESSMENT DIAGRAM OF
LANDSCAPE AND LIGHTING DISTRICT NO. 19
ANNEXATION NO. 3 (TRACT 8098 - GLASS BAY)
CITY OF NEWARK, COUNTY OF ALAMEDA STATE OF CALIFORNIA**



LEGEND:

GRAPHIC SCALE
1" = 150'

- ANNEXATION BOUNDARY
- ASSESSMENT NUMBER
- PUBLIC STREET

NOTES:

REFERENCE IS HEREBY MADE TO THE MAPS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF ALAMEDA FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCELS SHOWN HEREIN, WHICH MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS.

1. FILED IN THE OFFICE OF THE CITY CLERK, CITY OF NEWARK, THIS _____ DAY OF _____, 2017.

CITY CLERK

2. RECORDED IN THE OFFICE OF THE CITY ENGINEER, CITY OF NEWARK, THIS _____ DAY OF _____, 2017.

CITY ENGINEER
CITY OF NEWARK

3. AN ASSESSMENT WAS LEVIED BY THE CITY COUNCIL ON THE LOTS, PIECES, AND PARCELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM. SAID ASSESSMENT WAS LEVIED ON THE _____ DAY OF _____, 2017; THE ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE CITY ENGINEER, AS THE SUPERINTENDENT OF STREETS, OF THE CITY OF NEWARK ON THE _____ DAY OF _____, 2017. REFERENCE IS MADE TO THE ASSESSMENT ROLL RECORDED IN THE OFFICE OF THE CITY ENGINEER FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM.

CITY ENGINEER
CITY OF NEWARK

4. FILED THIS _____ DAY OF _____, 2017, AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

COUNTY RECORDER,
COUNTY OF ALAMEDA

**ASSESSMENT DIAGRAM OF
LANDSCAPE AND LIGHTING DISTRICT NO. 19
ANNEXATION NO. 3 (TRACT 8098 - GLASS BAY)
CITY OF NEWARK, COUNTY OF ALAMEDA
STATE OF CALIFORNIA**



Harris & Associates

APPENDIX C
Assessment Roll

City of Newark
Landscape and Lighting District No. 19
Annexation No. 3
Tract 8098 (Glass Bay)

The Assessment Roll is hereby incorporated and made a part of this Report, as shown below. Reference is made to the Alameda County Assessment Roll for a description of the lots or parcels in the Annexation.

Lot No.	APN	OWNER	PARCEL		EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2017/18	2017/18
			TYPE	UNITS				MAXIMUM ASSESSMENT	APPLIED ASSESSMENT
1	092-0259-024	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
2	092-0259-025	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
3	092-0259-026	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
4	092-0259-027	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
5	092-0259-028	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
6	092-0259-029	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
7	092-0259-030	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
8	092-0259-031	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
9	092-0259-032	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
10	092-0259-033	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
11	092-0259-034	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
12	092-0259-035	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
13	092-0259-036	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
14	092-0259-037	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
15	092-0259-038	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
16	092-0259-039	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
17	092-0259-040	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
18	092-0259-041	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
19	092-0259-042	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
20	092-0259-043	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
21	092-0259-044	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
22	092-0259-045	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
23	092-0259-046	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
24	092-0259-047	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
25	092-0259-048	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
26	092-0259-049	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
27	092-0259-050	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
28	092-0259-051	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
29	092-0259-052	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
30	092-0259-053	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
31	092-0259-054	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
32	092-0259-055	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
33	092-0259-056	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
34	092-0259-057	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
35	092-0259-058	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
36	092-0259-059	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
37	092-0259-060	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
38	092-0259-061	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
39	092-0259-062	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00

Lot No.	APN	OWNER	PARCEL		EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2017/18	2017/18
			TYPE	UNITS				MAXIMUM ASSESSMENT	APPLIED ASSESSMENT
40	092-0259-063	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
41	092-0259-064	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
42	092-0259-065	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
43	092-0259-066	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
44	092-0259-067	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
45	092-0259-068	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
46	092-0259-069	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
47	092-0259-070	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
48	092-0259-071	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
49	092-0259-072	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
50	092-0259-073	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
51	092-0259-074	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
52	092-0259-075	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
53	092-0259-076	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
54	092-0259-077	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
55	092-0259-078	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
56	092-0259-079	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
57	092-0259-080	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
58	092-0259-081	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
59	092-0259-082	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
60	092-0259-083	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
61	092-0259-084	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
62	092-0259-085	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
63	092-0259-086	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
64	092-0259-087	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
65	092-0259-088	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
66	092-0259-089	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
67	092-0259-090	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
68	092-0259-091	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
69	092-0259-092	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
70	092-0259-093	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
71	092-0259-094	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
72	092-0259-095	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
73	092-0259-096	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
74	092-0259-097	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
75	092-0259-098	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
76	092-0259-099	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
77	092-0259-100	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
78	092-0259-101	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
79	092-0259-102	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
80	092-0259-103	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
81	092-0259-104	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
82	092-0259-105	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
83	092-0259-106	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
84	092-0259-107	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
85	092-0259-108	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
86	092-0259-109	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
87	092-0259-110	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
88	092-0259-111	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
89	092-0259-112	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
90	092-0259-113	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
91	092-0259-114	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
92	092-0259-115	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00

Lot No.	APN	OWNER	PARCEL		EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2017/18	2017/18
			TYPE	UNITS				MAXIMUM ASSESSMENT	APPLIED ASSESSMENT
93	092-0259-116	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
94	092-0259-117	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
95	092-0259-118	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
96	092-0259-119	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
97	092-0259-120	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
98	092-0259-121	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
99	092-0259-122	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
100	092-0259-123	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
101	092-0259-124	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
102	092-0259-125	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
103	092-0259-126	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
104	092-0259-127	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
105	092-0259-128	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
106	092-0259-129	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
107	092-0259-130	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
108	092-0259-131	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
109	092-0259-132	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
110	092-0259-133	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
111	092-0259-134	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
112	092-0259-135	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
113	092-0259-136	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
114	092-0259-137	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
115	092-0259-138	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
116	092-0259-139	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
117	092-0259-140	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
118	092-0259-141	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
119	092-0259-142	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
120	092-0259-143	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
121	092-0259-144	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
122	092-0259-145	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
123	092-0259-146	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
124	092-0259-147	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
125	092-0259-148	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
126	092-0259-149	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
127	092-0259-150	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
128	092-0259-151	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
129	092-0259-152	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
130	092-0259-153	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
131	092-0259-154	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
132	092-0259-155	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
133	092-0259-156	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
134	092-0259-157	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
135	092-0259-158	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
136	092-0259-159	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
137	092-0259-160	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
138	092-0259-161	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
139	092-0259-162	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
140	092-0259-163	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
141	092-0259-164	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
142	092-0259-165	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
143	092-0259-166	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
144	092-0259-167	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
145	092-0259-168	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00

Lot No.	APN	OWNER	PARCEL		EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2017/18	2017/18
			TYPE	UNITS				MAXIMUM ASSESSMENT	APPLIED ASSESSMENT
146	092-0259-169	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
147	092-0259-170	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
148	092-0259-171	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
149	092-0259-172	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
150	092-0259-173	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
151	092-0259-174	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
152	092-0259-175	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
153	092-0259-176	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
154	092-0259-177	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
155	092-0259-178	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
156	092-0259-179	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
157	092-0259-180	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
158	092-0259-181	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
159	092-0259-182	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
160	092-0259-183	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
161	092-0259-184	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
162	092-0259-185	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
163	092-0259-186	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
164	092-0259-187	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
165	092-0259-188	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
166	092-0259-189	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
167	092-0259-190	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
168	092-0259-191	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
169	092-0259-192	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
170	092-0259-193	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
171	092-0259-194	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
172	092-0259-195	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
173	092-0259-196	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
174	092-0259-197	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
175	092-0259-198	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
176	092-0259-199	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
177	092-0259-200	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
178	092-0259-201	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
179	092-0259-202	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
180	092-0259-203	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
181	092-0259-204	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
182	092-0259-205	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
183	092-0259-206	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
184	092-0259-207	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
185	092-0259-208	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
186	092-0259-209	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
187	092-0259-210	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
188	092-0259-211	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
189	092-0259-212	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
190	092-0259-213	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
191	092-0259-214	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
192	092-0259-215	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
193	092-0259-216	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
194	092-0259-217	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
195	092-0259-218	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
196	092-0259-219	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
197	092-0259-220	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
198	092-0259-221	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00

Lot No.	APN	OWNER	PARCEL		EDU FACTOR	TOTAL EDU'S	RATE PER EDU	2017/18	2017/18
			TYPE	UNITS				MAXIMUM ASSESSMENT	APPLIED ASSESSMENT
199	092-0259-222	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
200	092-0259-223	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
201	092-0259-224	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
202	092-0259-225	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
203	092-0259-226	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
204	092-0259-227	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
205	092-0259-228	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
206	092-0259-229	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
207	092-0259-230	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
208	092-0259-231	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
209	092-0259-232	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
210	092-0259-233	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
211	092-0259-234	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
212	092-0259-235	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
213	092-0259-236	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
214	092-0259-237	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
215	092-0259-238	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
216	092-0259-239	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
217	092-0259-240	Trumark Homes	SFR	1.00	1.00	1.00	\$91.14	\$91.14	\$0.00
TOTALS:				217.00		217.00		\$19,777.38	\$0.00

F.1 Introduction of an Ordinance amending Chapter 2.16 (Disaster Council) to conform with California Office of Emergency Services requirements; and (2) Adoption of a Resolution pertaining to Workers Compensation Benefits for Disaster Service Worker Volunteers – from City Manager Becker and City Attorney Benoun. (INTRODUCTION OF ORDINANCE)(RESOLUTION)

Background/Discussion – In 1972, the City of Newark established its first “Disaster Council”. The City’s Disaster Council is responsible for developing plans for meeting any condition that constitutes a local emergency or state of emergency including, but not limited to, earthquakes, natural or manmade disasters specific to the City, or a state of war emergency. The plans provide for the effective mobilization of resources necessary to respond to such emergencies. The membership of the Disaster Council currently consists of the Mayor (who acts as Chair), the City Manager (Vice Chair), the Assistant City Manager, certain City Department Heads who have specific roles during emergencies, and representatives from various public agencies, civic, and business organizations. The Disaster Council currently meets at least once per year.

The California Department of Emergency Services has issued recommendations for updating local Disaster Council Ordinances to comply with changes in legislation governing disaster response. The proposed update includes minor revisions and clarifications to the current language and ensures that the Ordinance conforms to the latest State law and regulations issued by California Office of Emergency Services. The proposed ordinance is attached with the specific changes redlined.

Disaster Service Workers

State legislation has long provided a state-funded program of workers’ compensation benefits for Disaster Service Worker volunteers who contribute their services to protect the health and safety of residents during emergencies. These benefits are provided to registered Disaster Service Worker volunteers who are injured while participating in authorized disaster related activities, including pre-approved training and actual disaster service activities. The program also provides immunity from liability for cities and volunteers during these activities.

Without this protection, volunteers could potentially go directly to the City seeking coverage for their losses and or injuries. With this protection in place, the State of California provides coverage to the City for its registered Disaster Service Worker Volunteers.

The State of California requires adoption of a resolution indicating agreement with the most current rules and regulations adopted by the California Office of Emergency Services (Cal OES) related to Disaster Service Worker volunteers. The proposed Resolution contains all of the required provisions established by Cal OES. Upon adoption, the Resolution will be submitted to the California Office of Emergency Services.

The amended Disaster Council Ordinance and the Disaster Service Worker Resolution were reviewed by the City’s Disaster Council at their last meeting and recommended their approval by the City Council.

Attachments

Action – Staff recommends that the Council, by motion: (1) introduce an ordinance amending Chapter 2.16 (Disaster Council) to conform with California Office of Emergency Services requirements; and (2) Adopt a Resolution pertaining to Workers Compensation Benefits for Disaster Service Worker Volunteers.

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
NEWARK AMENDING TITLE 2 (ADMINISTRATION AND
PERSONNEL), CHAPTER 2.16 (DISASTER COUNCIL) OF
THE NEWARK MUNICIPAL CODE TO CONFORM WITH
THE CALIFORNIA OFFICE OF EMERGENCY SERVICES
REQUIREMENTS

The City Council of the City of Newark does ordain as follows:

Section 1: Chapter 2.16 (Disaster Council) of the Newark Municipal Code is hereby amended as shown on Exhibit A.

Section 2: Severability and Validity. If any section, subsection, sentence, clause, or phrase or word of this ordinance is for any reason held to be unconstitutional, unlawful, or otherwise invalid by a court of competent jurisdiction, then such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Newark hereby declares that it would have passed and adopted this ordinance and each and all provisions thereof irrespective of the fact that any one or more of said provisions be declared unconstitutional, unlawful or otherwise invalid.

Section 3: Effective Date. This ordinance shall take effect thirty (30) days from the date of its passage. Before expiration of fifteen (15) days after its passage, this ordinance shall be published in The What's Happening Tri City Voice, a newspaper of general circulation published and printed in the City of Fremont, County of Alameda and circulated in the City of Newark.

CHAPTER 2.16 – DISASTER COUNCIL

2.16.010 – Purpose.

2.16.020 – Emergency defined.

2.16.030 – Membership.

2.16.040 – Powers and duties.

2.16.050 – Director and assistant director of emergency services—Offices created.

2.16.060 – Director and assistant director of emergency services—Powers and duties.

2.16.070 – Emergency organization.

2.16.080 – ~~Emergency plan.~~ Compliance with the California Emergency Services Act.

2.16.090 – ~~Expenditures.~~ Emergency plan.

2.16.100 – ~~Violation—Penalty.~~ Expenditures.

2.16.110 – Violation—Penalty.

2.16.010 Purpose.

The declared purposes of this chapter are to provide for the preparation and carrying out of plans for the protection of persons and property within this city in the event of an emergency; the direction of the emergency organization; and the coordination of the emergency functions of this city with all other public agencies, corporations, organizations, and affected private persons.

2.16.020 Emergency defined.

As used in this chapter, "emergency" means the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this city caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of this city, requiring the combined forces of other political subdivisions to combat.

2.16.030 Membership.

The city disaster council is created and shall consist of the following:

- A. The mayor, who shall be chairman;
- B. The director of emergency services, who shall be vice chairman;
- C. The assistant director of emergency services;
- D. Such chiefs of emergency services as are provided for in a current emergency plan of this city, adopted pursuant to this chapter.

- E. Such representatives of civic, business, labor, veterans, professional, or other organizations having an official emergency responsibility, as may be appointed by the director with the advice and consent of the city council.

2.16.040 Powers and duties.

It shall be the duty of the city disaster council, and it is empowered, to develop and recommend for adoption by the city council, emergency and mutual aid plans and agreements and such ordinances and resolutions and rules and regulations as are necessary to implement such plans and agreements. The disaster council shall meet at least once per year, upon call of the chairman or, ~~in his absence from the city or inability to call such meeting, upon call of the vice chairman.~~ upon call of the vice chair (in the absence of the chair).

2.16.050 Director and assistant director of emergency services—Offices created.

- A. There is created the office of director of emergency services. The city manager shall be the director of emergency services.
- B. There is created the office of assistant director of emergency services, who shall be appointed by the director.

2.16.060 Director and assistant director of emergency services—Powers and duties.

- A. The director of emergency services is empowered to:
 - 1. Request the city council to proclaim the existence or threatened existence of a "local emergency" if the city council is in session, or to issue such proclamation if the city council is not in session. Whenever a local emergency is proclaimed by the director, the city council shall take action to ratify the proclamation within (7) seven days thereafter or the proclamation shall have no further force or effect;
 - 2. Request the Governor to proclaim a "state of emergency" when, in the opinion of the director, ~~the locally available resources are inadequate to cope with the emergency; the circumstances are beyond the city's capacity to adequately respond to or recover from the emergency.~~
 - 3. Control and direct the effort of the emergency organization of this city for the accomplishment of the purposes of this chapter;
 - 4. Direct cooperation between and coordination of services and staff of the emergency organization of this city, and resolve questions of authority and responsibility that may arise between them;
 - 5. Represent the city in all dealings with public or private agencies on matters pertaining to emergencies as defined ~~in Section 2.16.020; herein.~~
 - 6. In the event of the proclamation of a "local emergency" as provided in this chapter, the proclamation of a "state of emergency" by the Governor ~~or the Director of the State Office of Emergency Services~~, or the existence of a "state of war emergency," the director is hereby empowered:
 - a. To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practicable time by the city council;
 - b. To obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property, and to bind the city for the fair value thereof and, if required immediately, to commandeer the same for public use;
 - c. To require emergency services of any city officer or employee and, in the event of the proclamation of a "state of emergency" in the county in which this city is located or the existence of a "state of war emergency", to command the aid of as many citizens of this community as ~~he deems~~ deemed necessary in the execution of ~~his~~ duties; such persons

shall be entitled to all privileges, benefits, and immunities as are provided by state law for registered disaster service workers;

- d. To requisition necessary personnel or material of any city department or agency;
- e. To execute all ~~of his~~ ordinary power as city manager, all of the special powers conferred ~~upon him~~ by this chapter or by resolution or emergency plan pursuant hereto adopted by the city council, all powers conferred ~~upon him~~ by any statute, by any agreement approved by the city council, and by any other lawful authority.

- B. The director of emergency services shall designate the order of succession to that office, to take effect in the event the director is unavailable to attend meetings and otherwise perform ~~his~~ duties during an emergency. Such order of succession shall be approved by the city council.
- C. The assistant director shall, under the supervision of the director and with the assistance of emergency service chiefs, develop emergency plans and manage the emergency programs of this city; and shall have such other powers and duties as may be assigned by the director.

2.16.070 Emergency organization.

All officers and employees of this city, together with those volunteer forces enrolled to aid them during an emergency, and all groups, organizations, and persons who may, by agreement or operation of law, including persons impressed into service under the provisions of Section 2.16.060(A)(6)(c) of this chapter, be charged with duties incident to the protection of life and property in this city during such emergency, shall constitute the emergency organization of the city.

2.16.080 ~~Emergency plan—Compliance with the California Emergency Services Act.~~

~~The city disaster council shall at all times comply with the "California Emergency Services Act", California Government Code Section 8550 et seq.~~

2.16.090 Emergency plan.

The city disaster council shall be responsible for the development of the city emergency plan, which plan shall provide for the effective mobilization of all of the resources of this city, both public and private, to meet any condition constituting a local emergency, state of emergency, or state of war emergency; and shall provide for the organization, powers and duties, services, and staff of the emergency organization. Such plan shall take effect upon adoption by resolution of the city council.

2.16.~~090~~100 Expenditures.

Any ~~expenditures~~ ~~expenditure~~ made in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the city.

2.16.~~100~~110 Violation—Penalty.

It shall be a misdemeanor, punishable by a fine of not to exceed ~~five hundred one thousand~~ dollars (~~\$1,000~~), or by imprisonment for not to exceed six ~~(6)~~ months, or both, for any person, during an emergency, to:

- A. Wilfully obstruct, hinder, or delay any member of the emergency organization in the enforcement of any lawful rule or regulation issued pursuant to this chapter, or in the performance of any duty imposed upon him by virtue of this chapter;
- B. Do any act forbidden by any lawful rule or regulation issued pursuant to this chapter, if such act is of such a nature as to give or be likely to give assistance to the enemy or to imperil the lives or property of inhabitants of this city, or to prevent, hinder, or delay the defense or protection thereof;

C. Wear, carry, or display, without authority, any means of identification specified by the eEmergency aAgency of the Sstate.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK REGARDING WORKERS' COMPENSATION
BENEFITS FOR REGISTERED DISASTER SERVICE
WORKER VOLUNTEERS

WHEREAS, Section 8585.5 of the Government Code provides:

The California Governor's Office of Emergency Services (Cal OES) shall establish by rule and regulation various classes of disaster service worker volunteers and the scope of the duties of each class. Cal OES shall also adopt rules and regulations prescribing the manner in which disaster service worker (DSW) volunteers of each class are to be registered. All of the rules and regulations shall be designed to facilitate the payment of workers' compensation; and

WHEREAS, Cal OES adopted rules and regulations establishing classes of DSW volunteers, the scope of duties of each class, and the manner of registration; and

WHEREAS, Section 8612 of the Government Code provides:

Any disaster council which both agrees to follow the rules and regulations established by Cal OES pursuant to the provisions of Section 8585.5 and substantially complies with those rules and regulations shall be certified by the office. Upon that certification, and not before, the disaster council becomes an accredited disaster council; and

WHEREAS, the City of Newark has registered and will hereafter register DSW volunteers; and

WHEREAS, the City of Newark desires to become an "accredited disaster council" organization in order that injured DSW volunteers registered with it may benefit by the provisions of Chapter 10 of Division 4 of Part 1 of the Labor Code;

NOW, THEREFORE **BE IT RESOLVED**, that the City Council of the City of Newark hereby agrees to follow the rules and regulations established by Cal OES pursuant to the provisions of Government Code Section 8585.5

BE IT FURTHER RESOLVED by the City Council of the City of Newark that the City Clerk is hereby directed to send a certified copy of this Resolution to Cal OES.

F.2 Approval of plans and specifications, acceptance of bid and award of contract to Western Water Features, Inc. for Silliman Aquatic Center Improvements, Project 1114 and amendment of the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Year 2017-2018 – from Public Works Director Fajeau.

(MOTION)(RESOLUTION)

Background/Discussion – This project involves the re-plastering of the Silliman Aquatic Family Center’s lazy river pool, activity pool, and lap pool as well as related tile, drain, and accessibility improvements. The project will also include electrical and mechanical system infrastructure upgrades along with the activity pool play structure and flume slide replacements. Purchases of the play structure and slide were previously approved by the City Council. The work is scheduled to take place between December 2017 and February 2018.

Bids for the project were opened on October 27, 2017 with the following results:

Bidder	Amount
Western Water Features, Inc.	\$ 679,000.00
California Commercial Pools, Inc.	\$ 889,000.00
Engineer's Estimate	\$ 795,000.00

This project will require amendment of the 2016-2018 Biennial Budget and Capital Improvement Plan for the full scope of work proposed. It is recommended that this amendment include the contract bid price, plus 10% contingency, for a total project budget of \$747,000.

Staff recommends that the project be awarded to the lowest responsible bidder, Western Water Features, Inc.

Attachment

Action – It is recommended that the City Council, by motion, approve the plans specifications and by resolution, accept the bid and award the contract to Western Water Features, Inc. for Silliman Aquatic Center Improvements, Project 1114 and amend the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Year 2017-2018.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK ACCEPTING THE BID AND AWARDING THE CONTRACT TO WESTERN WATER FEATURES, INC., FOR SILLIMAN AQUATIC CENTER IMPROVEMENTS, PROJECT 1114 AND AMENDNING THE 2016-2018 BIENNIAL BUDGET AND CAPTIAL IMPROVEMENT PLAN FOR FISCAL YEAR 2017-2018

BE IT RESOLVED that the City Council of the City of Newark does hereby find that Western Water Features, Inc. was the lowest responsible bidder for Silliman Aquatic Center Improvements, Project 1114, in the City of Newark.

BE IT FURTHER RESOLVED that the City Council does hereby accept said bid of said company and does hereby authorize the Mayor of the City of Newark to sign an agreement with said company for the construction of Silliman Aquatic Center Improvements, Project 1114, according to the plans, specifications, and terms of said bid.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby amends the 2016-2018 Biennial Budget and Capital Improvement Plan for Fiscal Year 2017-2018 as follows:

	<u>Account</u>	<u>Description</u>	<u>Amount</u>
From:	401-0000-2991	Capital Improvement Fund Reserves	\$747,000
To:	401-5600-5280-1114	Silliman Aquatic Center Improvements	\$747,000

**F.3 Approval of the Final Map and Subdivision Improvement Agreement for Tract 8270 - Sanctuary, a large-lot subdivision in General Plan Area 3 at the intersection of Cherry Street and Stevenson Boulevard – from Assistant City Engineer Imai.
(RESOLUTION)**

Background/Discussion – On December 10, 2015, the City Council approved Vesting Tentative Tract Map 8270 for a 386-unit residential subdivision at the northwest corner of Cherry Street and Stevenson Boulevard. The Final Map for Tract 8270 divides the subject property into five large-lot “neighborhood” parcels for future residential development. Subsequent Final Maps will be recorded to further divide these large-lot “neighborhoods” into the smaller residential lots shown on Vesting Tentative Tract Map 8270. The developers, Arroyo Cap III, LLC, and LS-Newark, LLC have submitted the required fees, bonds, and other documents for approval of the Final Map for Tract 8270.

The Final Map for Tract 8270 dedicates public street rights-of-way for Sea Turtle Avenue, Brush Rabbit Avenue, Dragonfly Street, Tomcod Street and Spadefoot Avenue. The developer has executed a Subdivision Improvement Agreement and has posted a Performance Bond in the amount of \$8,647,000 and a Materials Bond in the amount of \$4,323,500. The bonds will guarantee construction of the new public street rights-of-way and improvements on Cherry Street and Stevenson Boulevard.

The Final Map for Tract 8270 has been reviewed and found to be in conformance with Vesting Tentative Tract Map 8270 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 8270 - Sanctuary, a large-lot subdivision in General Plan Area 3 at the intersection of Cherry Street and Stevenson Boulevard.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING THE FINAL MAP AND
SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT
8270 – SANCTUARY, A LARGE-LOT SUBDIVISION IN
GENERAL PLAN AREA 3 AT THE INTERSECTION OF
CHERRY STREET AND STEVENSON BOULEVARD

WHEREAS, on December 10, 2015, with Resolution No. 10,429, the City Council of the City of Newark approved Vesting Tentative Tract Map 8270 for a 386-unit residential subdivision on an approximately 77.5 acre project site generally located on the northwest corner of Cherry Street and Stevenson Boulevard;

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 8270, 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 Arroyo Cap III, 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 8270.

BE IT FURTHER RESOLVED that the City Council does hereby approve the Performance Bond in the amount of \$8,647,000 and the Materials Bond in the amount of \$4,323,500 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 8270, including issuance of all related construction permits, shall be at the discretion of the City Engineer.

TRACT 8270

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
CONSISTING OF 9 SHEETS
BEING A MERGING AND RE-SUBDIVISION OF PARCELS 2, 3 AND 4, OF
PARCEL MAP 7255, FILED SEPTEMBER 21, 1998, IN BOOK 236 OF PARCEL
MAPS, PAGES 79 THROUGH 85, ALAMEDA COUNTY RECORDS.

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

NOVEMBER 2017

OWNER'S STATEMENT

WE, THE UNDERSIGNED, ARROYO CAP III, 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 8270, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF NINE (9) SHEETS, THIS STATEMENT BEING UPON SHEET ONE (1) THEREOF; THAT WE ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THE GRANT DEED RECORDED JUNE 30, 2017 AS DOCUMENT NO. 2017143359, 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 RECDATION OF THIS MAP AND SUBDIVISION.

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

THE AREAS DESIGNATED AS SEA TURTLE AVENUE, BRUSH RABBIT AVENUE, DRAGONFLY STREET, TOMCOO STREET AND SPADEFOOT AVENUE.

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

1. WE ALSO 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 PURPOSES 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 PUBLIC PURPOSES, ON AND OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "SWE" (SIDEWALK EASEMENT), 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.
3. WE ALSO HEREBY DECLARE AN EASEMENT FOR STORM DRAINAGE, INUNDATION AND OPEN SPACE PURPOSES UNDER ON OR OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "SDE" (STORM DRAINAGE EASEMENT) FOR THE PURPOSES OF PERMITTING STORM WATER RUNOFF FROM PUBLIC STREETS AND THE 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, AND OTHER STRUCTURES PERMITTED BY THE CITY OF NEWARK.

WE ALSO HEREBY RESERVE 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, SAID EASEMENT TO BE CONVEYED TO THE ALAMEDA COUNTY WATER DISTRICT BY SEPARATE INSTRUMENT SUBSEQUENT TO THE FILING OF THIS MAP.

WE ALSO HEREBY DECLARE THAT LOTS 1 THROUGH 5 ARE FOR FUTURE SUBDIVISION PURPOSES.

WE ALSO HEREBY DECLARE THAT THE AREAS DESIGNATED AS PARCEL A, PARCEL B, PARCEL C, PARCEL D, PARCEL E, PARCEL F, PARCEL G, AND PARCEL H ARE TO BE CONVEYED TO A FUTURE HOME OWNERS ASSOCIATION TO BE ESTABLISHED WITH SAID FUTURE SUBDIVISION(S).

WE ALSO HEREBY DECLARE THAT THE AREA DESIGNATED AS PARCEL I IS RESERVED BY OWNER FOR FUTURE DEDICATION TO THE PUBLIC FOR USE AS A PUBLIC SCHOOL.

WE ALSO HEREBY DECLARE THAT THE AREA DESIGNATED AS PARCEL J IS RESERVED BY OWNER FOR FUTURE DEDICATION TO THE PUBLIC FOR USE AS A PUBLIC PARK.

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 0192-5506580 DATED JULY 3, 2017, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY.

AS OWNER: ARROYO CAP III, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
NAME: _____
TITLE: _____

BY: _____
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 CALIFORNIA) 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: _____

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 CALIFORNIA) 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 _____, 2017, AT _____ M.
IN BOOK _____ OF MAPS, AT PAGES _____ UNDER SERIES NO. _____ AT THE
REQUEST OF FIRST AMERICAN TITLE COMPANY, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF
ALAMEDA, STATE OF CALIFORNIA.

FEES: _____ PD.

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

BY: _____
DEPUTY COUNTY RECORDER

TRACT 8270
SHEET 1 OF 9

TRACT 8270

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
CONSISTING OF 9 SHEETS
BEING A MERGING AND RE-SUBDIVISION OF PARCELS 2, 3 AND 4, OF
PARCEL MAP 7255, FILED SEPTEMBER 21, 1998, IN BOOK 236 OF PARCEL
MAPS, PAGES 79 THROUGH 85, ALAMEDA COUNTY RECORDS.

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON • WEST SACRAMENTO

NOVEMBER 2017

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 NEWARK PARTNERS, LLC, AND THE SOBRATO FAMILY FOUNDATION IN MARCH 2017. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2019, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY). THE GROSS AREA WITHIN THE TRACT IS 77.55 ACRES, MORE OR LESS.

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



DATE

ABANDONMENT NOTE

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

1. EASEMENT FOR DRAINAGE RELEASE IN FAVOR OF THE CITY OF NEWARK RECORDED DECEMBER 28, 1989 AS INSTRUMENT NO. 89348304, OFFICIAL RECORDS OF ALAMEDA COUNTY.

SOILS REPORT

A SOILS REPORT ON WAS PREPARED BY ENGED INCORPORATED, DATED AUGUST 10, 2015, PROJECT NO. 12165.000.001, SIGNED BY JANET KAN, CEG, GE, NO. 2880 AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

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:

1. ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, GRANT OF ACCESS EASEMENT RECORDED JANUARY 14, 1992 AS INSTRUMENT NO. 92013172, OFFICIAL RECORDS OF ALAMEDA COUNTY.
2. ALAMEDA COUNTY WATER DISTRICT, GRANT OF EASEMENT FOR RIGHT OF WAY AND WATER LINE PURPOSES RECORDED FEBRUARY 17, 2000 AS INSTRUMENT NO. 2000051476, OFFICIAL RECORDS OF ALAMEDA COUNTY.

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 8270, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF NINE (9) 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 _____, 2017.

SOREN FAJEAU, PE 66454
REGISTRATION EXPIRES: JUNE 30, 2018
CITY ENGINEER FOR THE CITY OF NEWARK
COUNTY OF ALAMEDA, CALIFORNIA



DATE

I, MITCHELL L. MOUGHON, SPECIAL ASSISTANT FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE PURSUANT TO SECTION 66450(c)(4) OF THE GOVERNMENT CODE THAT I HAVE EXAMINED THE HEREIN EMBODIED MAP ENTITLED "TRACT 8270, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF NINE (9) 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 _____, 2017.

MITCHELL L. MOUGHON, RCE 29509
REGISTRATION EXPIRES: MARCH 31, 2019
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 8270, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF NINE (9) 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 _____, 2017, AND THAT SAID COUNCIL OF THE CITY OF NEWARK DID THEREUPON BY RESOLUTION NO. _____, 2017, 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 _____, 2017.

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

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 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 _____, 2017.

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

BY: _____
DEPUTY COUNTY CLERK

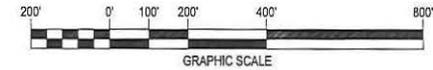
TRACT 8270

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
 CONSISTING OF 9 SHEETS
 BEING A MERGING AND RE-SUBDIVISION OF PARCELS 2, 3 AND 4, OF
 PARCEL MAP 7255, FILED SEPTEMBER 21, 1998, IN BOOK 236 OF PARCEL
 MAPS, PAGES 79 THROUGH 85, ALAMEDA COUNTY RECORDS.

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
 SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 200' NOVEMBER 18, 2017



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN
 FOUND MONUMENTS ON STEVENSON BOULEVARD, THE BEARING
 TAKEN AS N08°00'08"E PER PARCEL MAP 7255 (236 PM 79).

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	MONUMENT LINE
	LOT LINE TO BE REMOVED
	THE LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(#), (##-##)	RECORD INFORMATION
⊙	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT, LS 7960
IEE	INGRESS/EGRESS EASEMENT
LE	LANDSCAPE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
SNF	SEARCHED, NOT FOUND
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
TSEE	TRAFFIC SIGNAL EQUIPMENT EASEMENT
WLE	WATER LINE EASEMENT

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) PARCEL MAP 7255 (236 PM 79)
- (2) TRACT 5165 (140 M 30)
- (3) TRACT 4730 (127 M 1)

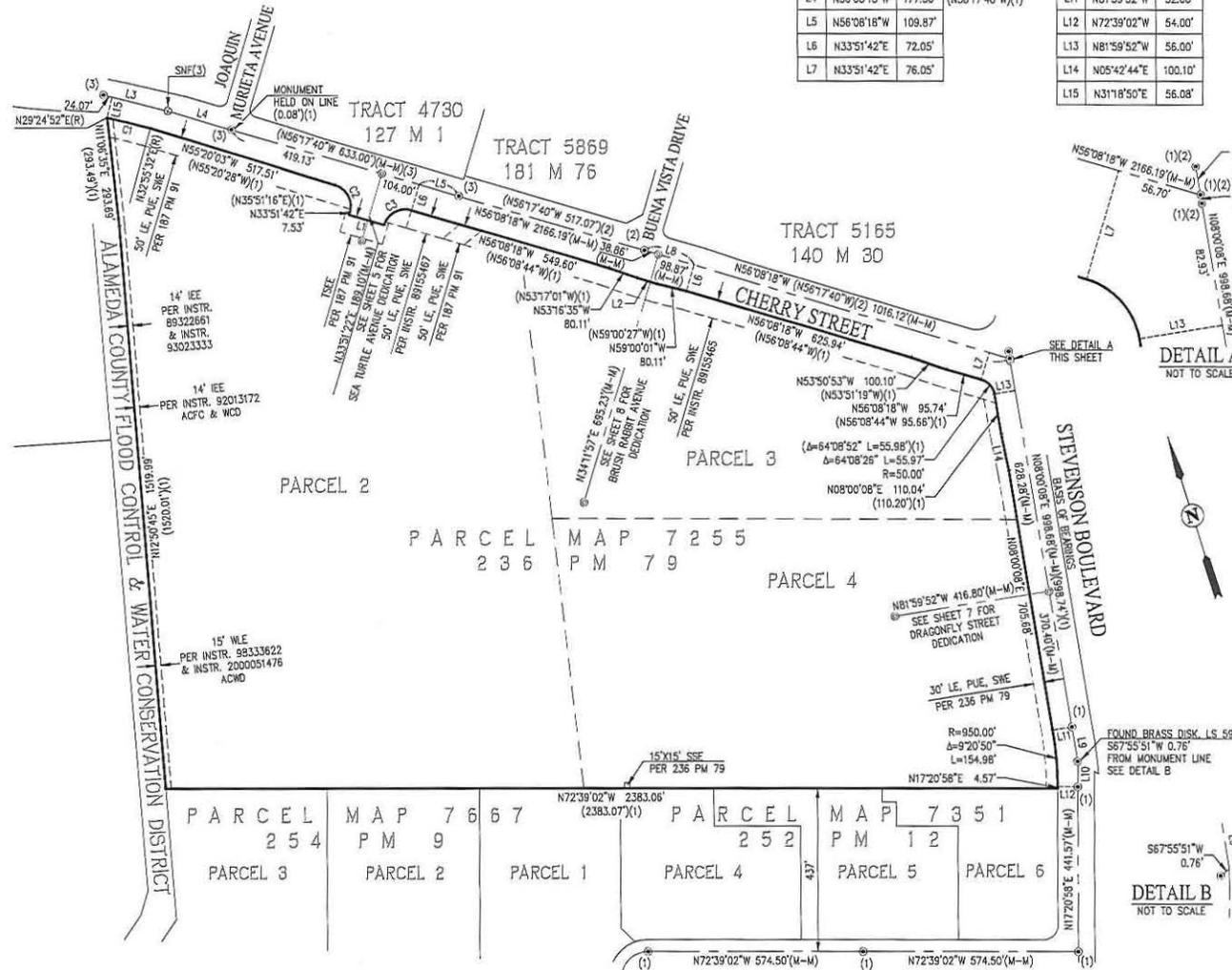
CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	1948.00'	3°30'40"	119.38'
C2	59.00'	89°11'45"	91.85'
C3	59.00'	90°00'00"	92.68'

(Δ=3°30'33" L=119.31')(1)

LINE TABLE		
NO	BEARING	LENGTH
L1	N56°08'18"W	98.00'
L2	N56°08'18"W	55.05'
L3	N58°41'10"W	177.94'
L4	N56°08'18"W	177.50'
L5	N56°08'18"W	109.87'
L6	N33°51'42"E	72.05'
L7	N33°51'42"E	76.05'

(R)(N56°08'44"W)(1)

LINE TABLE		
NO	BEARING	LENGTH
L8	N56°08'18"W	137.73'
L9	N08°00'08"E	94.23'
L10	N17°20'58"E	69.76'
L11	N81°59'52"W	52.00'
L12	N72°39'02"W	54.00'
L13	N81°59'52"W	56.00'
L14	N05°42'44"E	100.10'
L15	N31°18'50"E	56.08'

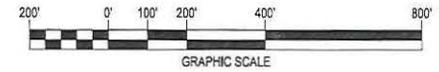


TRACT 8270

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
 CONSISTING OF 9 SHEETS
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 SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 200' NOVEMBER 2017



BASIS OF BEARINGS:

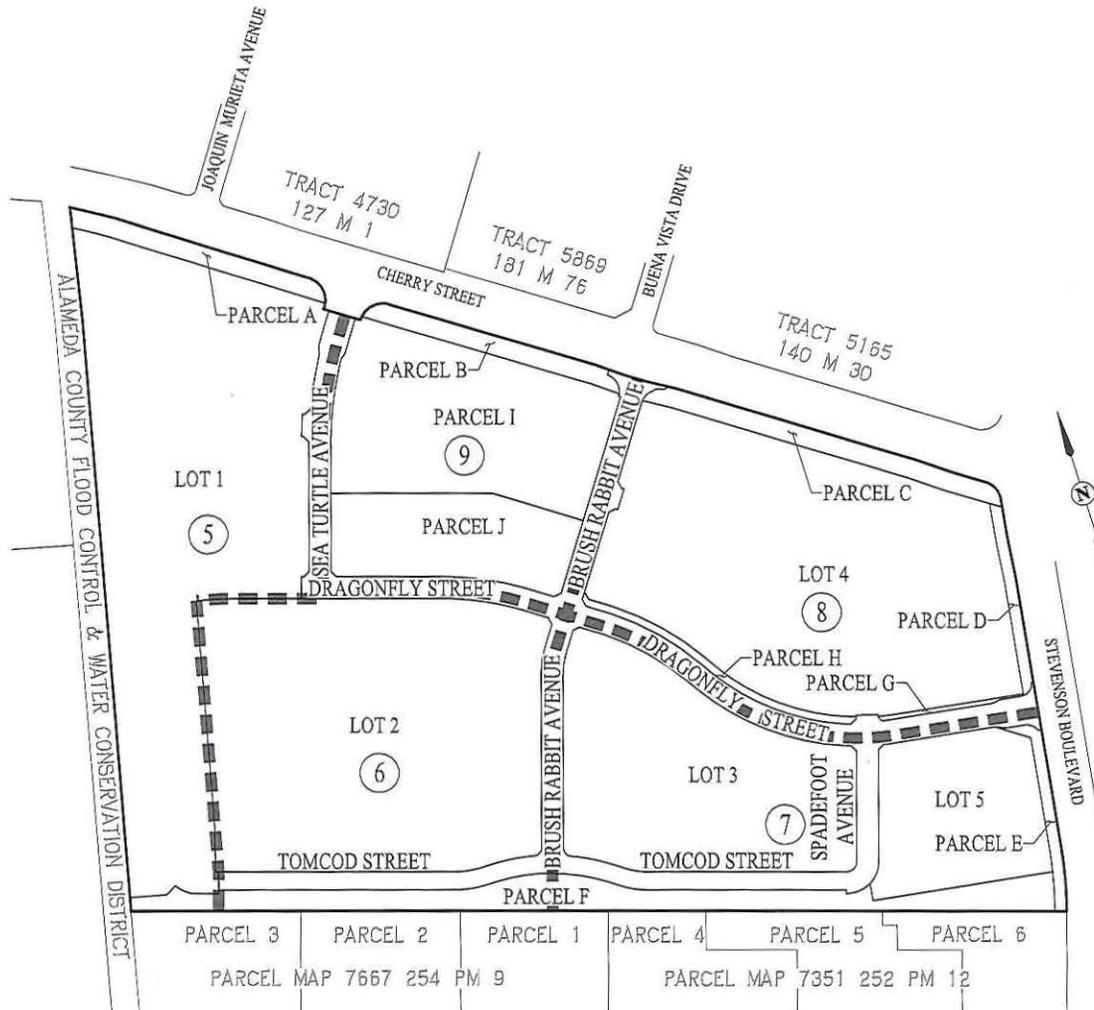
THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN
 FOUND MONUMENTS ON STEVENSON BOULEVARD. THE BEARING
 TAKEN AS N08°00'08"E PER PARCEL MAP 7255 (236 PM 79).

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	MONUMENT LINE
	LOT LINE TO BE REMOVED
	TIE LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(#), (##-##)	RECORD INFORMATION
⊙	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT, LS 7960
EE	INGRESS/EGRESS EASEMENT
LE	LANDSCAPE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
SDE	STORM DRAIN EASEMENT
SNF	SEARCHED, NOT FOUND
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
TSEE	TRAFFIC SIGNAL EQUIPMENT EASEMENT
WLE	WATER LINE EASEMENT
	SHEET LIMITS
(5)	SHEET NUMBER

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) PARCEL MAP 7255 (236 PM 79)
- (2) TRACT 5165 (140 M 30)
- (3) TRACT 4730 (127 M 1)

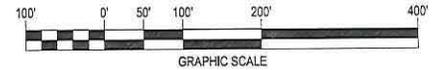


TRACT 8270

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
 CONSISTING OF 9 SHEETS
 BEING A MERGING AND RE-SUBDIVISION OF PARCELS 2, 3 AND 4, OF
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SCALE: 1" = 100' NOVEMBER 2017



LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- - - EASEMENT LINE
- CENTERLINE
- MONUMENT LINE
- - - LOT LINE TO BE REMOVED
- TIE LINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (#), (##), (###) RECORD INFORMATION
- ⊙ FOUND STANDARD STREET MONUMENT
- ⊙ SET STANDARD STREET MONUMENT, LS 7960
- IEE INGRESS/EGRESS EASEMENT
- LE LANDSCAPE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SDE STORM DRAIN EASEMENT
- SNF SEARCHED, NOT FOUND
- SSE SANITARY SEWER EASEMENT
- SWE SIDEWALK EASEMENT
- TSEE TRAFFIC SIGNAL EQUIPMENT EASEMENT
- WLE WATER LINE EASEMENT

LINE TABLE		
NO	BEARING	LENGTH
L1	N33°51'42"E	7.53'
L2	N56°08'38"W	10.00'
L3	N33°51'22"E	58.05'
L4	N56°08'18"W	96.00'
L5	N66°43'20"E	19.06'
L6	N69°35'25"W	5.94'
L7	N20°27'24"E	56.00'
L8	N59°35'25"W	5.90'
L9	N28°07'14"W	18.97'
L10	N82°20'58"E	19.44'

LINE TABLE		
NO	BEARING	LENGTH
L11	N58°08'18"W	39.00'
L12	N33°51'22"E	58.05'
L13	N56°08'38"W	39.00'
L14	N72°39'02"W	32.00'
L15	N72°39'02"W	52.00'
L16	N72°39'02"W	6.25'
L17	N17°20'58"E	33.50'
L18	N17°20'58"E	56.00'
L19	N77°09'09"W	46.88'
L20	N17°20'58"E	56.00'

LINE TABLE		
NO	BEARING	LENGTH
L21	N17°20'58"E	22.50'
L22	N12°50'45"E	35.08'
L23	N72°39'02"W	54.37'
L24	N59°28'21"E	32.21'
L25	N77°09'09"W	94.97'
L26	N17°20'58"E	25.50'
L27	N17°20'58"E	21.00'
L28	N31°18'50"E	56.08'
L29	N58°41'10"E	24.07'
L30	N72°38'47"E	32.00'
L31	N63°03'10"W	10.00'
L32	N33°51'22"E	58.05'
L33	N56°07'28"W	4.00'
L34	N17°20'58"E	36.25'
L35	N16°57'07"E	113.65'
L36	N72°39'02"E	8.16'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	1948.00'	3°30'40"	119.38'
C2	1898.00'	2°59'15"	98.96'
C3	59.00'	89°11'45"	91.85'
C4	59.00'	81°14'54"	83.67'
C5	59.00'	7°56'51"	8.16'
C6	1035.00'	1°51'17"	33.50'
C7	30.00'	28°44'40"	15.05'
C8	30.00'	27°10'54"	14.23'
C9	84.00'	41°39'23"	61.07'

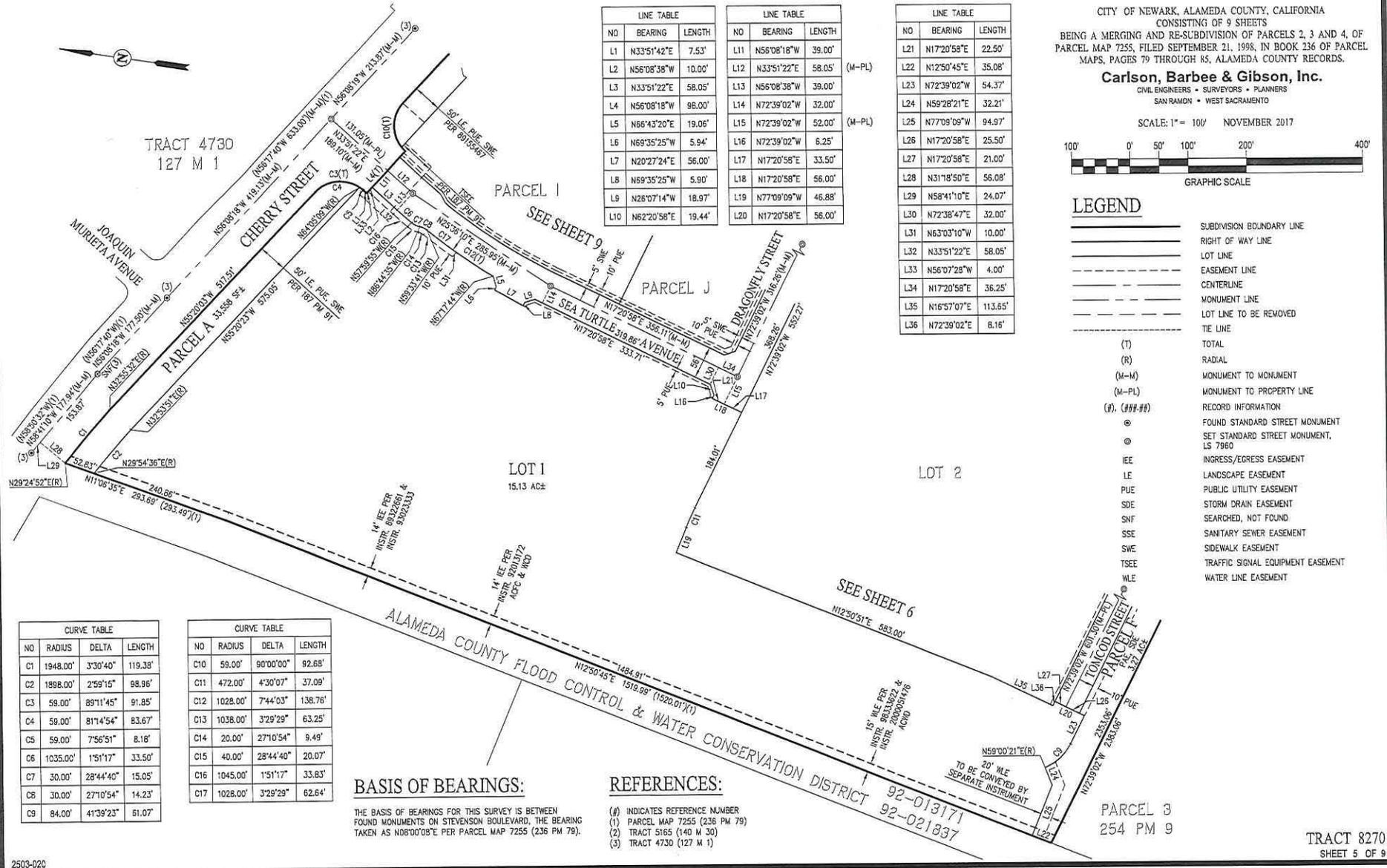
CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C10	59.00'	90°00'00"	92.68'
C11	472.00'	4°30'07"	37.09'
C12	1028.00'	7°44'03"	136.76'
C13	1038.00'	3°29'29"	63.25'
C14	20.00'	27°10'54"	9.49'
C15	40.00'	28°44'40"	20.07'
C16	1045.00'	1°51'17"	33.83'
C17	1028.00'	3°29'29"	62.64'

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS ON STEVENSON BOULEVARD, THE BEARING TAKEN AS N08°00'08"E PER PARCEL MAP 7255 (236 PM 79).

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) PARCEL MAP 7255 (236 PM 79)
- (2) TRACT 5165 (140 M 30)
- (3) TRACT 4730 (127 M 1)



TRACT 8270

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
 CONSISTING OF 9 SHEETS
 BEING A MERGING AND RE-SUBDIVISION OF PARCELS 2, 3 AND 4, OF
 PARCEL MAP 7255, FILED SEPTEMBER 21, 1998, IN BOOK 236 OF PARCEL
 MAPS, PAGES 79 THROUGH 85, ALAMEDA COUNTY RECORDS.

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SCALE: 1" = 60' NOVEMBER 2017



LEGEND

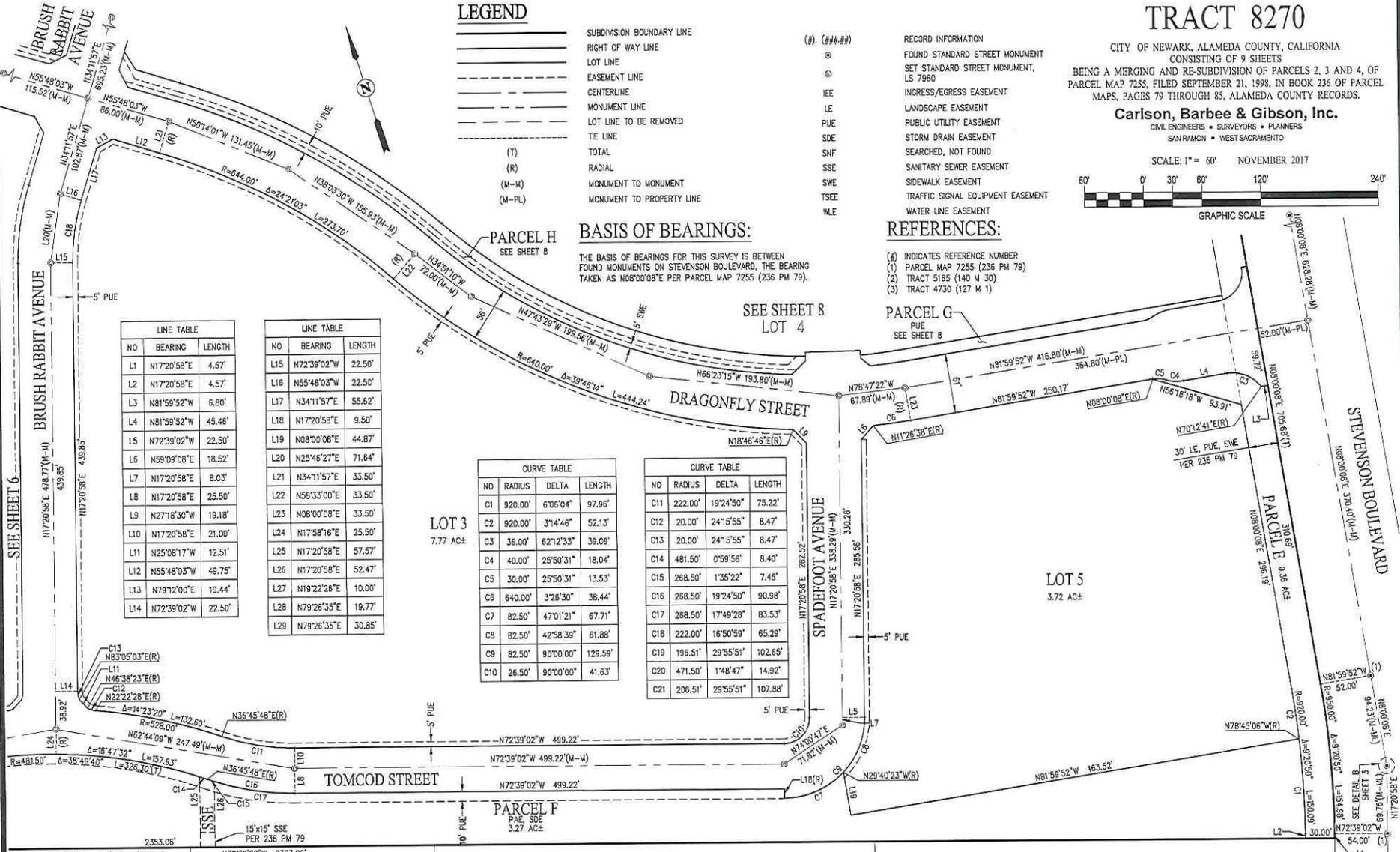
- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- MONUMENT LINE
- LOT LINE TO BE REMOVED
- TIE LINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (#) (###) RECORD INFORMATION
- FOUND STANDARD STREET MONUMENT, LS 7960
- ⊙ SET STANDARD STREET MONUMENT, LS 7960
- ⊙ INGRESS/EGRESS EASEMENT
- ⊙ LE LANDSCAPE EASEMENT
- ⊙ PUE PUBLIC UTILITY EASEMENT
- ⊙ SDE STORM DRAIN EASEMENT
- ⊙ SNF SEARCHED, NOT FOUND
- ⊙ SSE SANITARY SEWER EASEMENT
- ⊙ SWE SIDEWALK EASEMENT
- ⊙ TSCE TRAFFIC SIGNAL EQUIPMENT EASEMENT
- ⊙ WLE WATER LINE EASEMENT

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS ON STEVENSON BOULEVARD, THE BEARING TAKEN AS N06°00'08"E PER PARCEL MAP 7255 (236 PM 79).

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) PARCEL MAP 7255 (236 PM 79)
- (2) TRACT 5165 (140 M 30)
- (3) TRACT 4730 (127 M 1)



NO	BEARING	LENGTH
L1	N17°20'58"E	4.57'
L2	N17°20'58"E	4.57'
L3	N81°59'52"W	6.80'
L4	N81°59'52"W	45.46'
L5	N72°39'02"W	22.50'
L6	N59°09'08"E	18.52'
L7	N17°20'58"E	8.03'
L8	N17°20'58"E	25.50'
L9	N27°18'30"W	19.18'
L10	N17°20'58"E	21.00'
L11	N25°06'17"W	12.51'
L12	N55°48'03"W	49.75'
L13	N79°12'00"E	19.44'
L14	N72°39'02"W	22.50'

NO	BEARING	LENGTH
L15	N72°39'02"W	22.50'
L16	N55°48'03"W	22.50'
L17	N34°11'57"E	55.62'
L18	N17°20'58"E	9.50'
L19	N08°00'08"E	44.87'
L20	N25°46'27"E	71.64'
L21	N34°11'57"E	33.50'
L22	N58°33'00"E	33.50'
L23	N08°00'08"E	33.50'
L24	N17°58'16"E	25.50'
L25	N17°20'58"E	57.57'
L26	N17°20'58"E	52.47'
L27	N19°22'26"E	10.00'
L28	N79°26'35"E	19.77'
L29	N79°26'35"E	30.85'

NO	RADIUS	DELTA	LENGTH
C1	920.00'	6°06'04"	97.96'
C2	920.00'	3°14'46"	52.13'
C3	36.00'	62°12'33"	39.09'
C4	40.00'	25°50'31"	18.04'
C5	30.00'	25°50'31"	13.53'
C6	640.00'	3°26'30"	38.44'
C7	82.50'	47°01'21"	67.71'
C8	82.50'	42°58'39"	61.88'
C9	82.50'	90°00'00"	129.59'
C10	26.50'	90°00'00"	41.63'

NO	RADIUS	DELTA	LENGTH
C11	222.00'	19°24'50"	75.22'
C12	20.00'	24°15'55"	8.47'
C13	20.00'	24°15'55"	8.47'
C14	481.50'	0°59'58"	8.40'
C15	268.50'	1°35'22"	7.45'
C16	288.50'	19°24'50"	90.98'
C17	268.50'	17°49'28"	83.53'
C18	222.00'	16°50'59"	65.29'
C19	196.51'	29°55'51"	102.65'
C20	471.50'	1°48'47"	14.92'
C21	206.51'	29°55'51"	107.88'

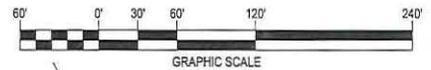
PARCEL MAP 7667 254 PM 9 PARCEL 1 PARCEL 4 PARCEL MAP 7351 252 PM 12 PARCEL 5 PARCEL 6 TRACT 8270 SHEET 7 OF 9

TRACT 8270

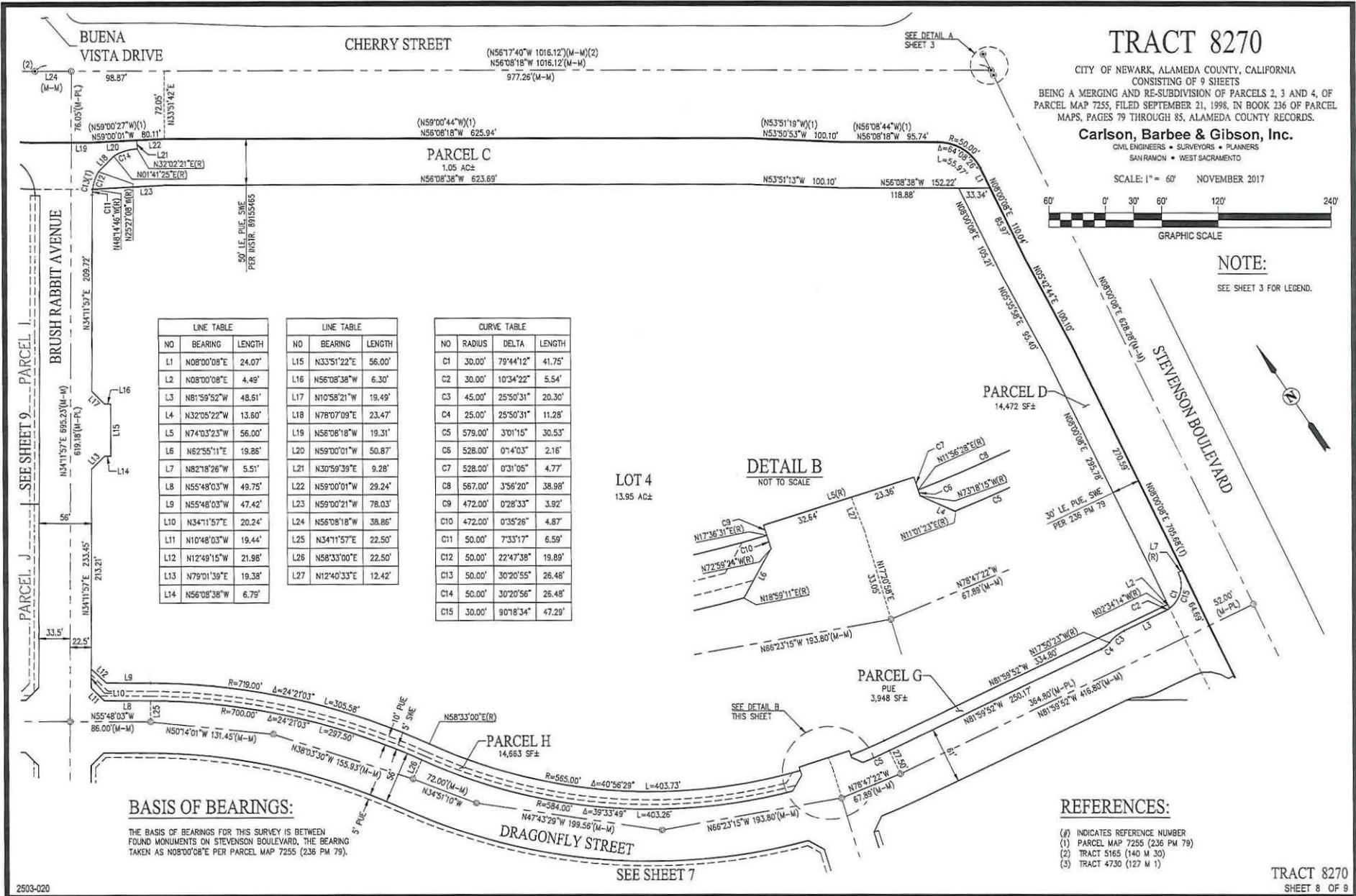
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
 CONSISTING OF 9 SHEETS
 BEING A MERGING AND RE-SUBDIVISION OF PARCELS 2, 3 AND 4, OF
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Carlson, Barbee & Gibson, Inc.
 CIVIL ENGINEERS • SURVEYORS • PLANNERS
 SAN FRANCISCO • WEST SACRAMENTO

SCALE: 1" = 60' NOVEMBER 2017



NOTE:
 SEE SHEET 3 FOR LEGEND.



NO	BEARING	LENGTH
L1	N08°00'08"E	24.07'
L2	N08°00'08"E	4.49'
L3	N81°59'52"W	48.61'
L4	N32°05'22"W	13.60'
L5	N74°03'23"W	56.00'
L6	N62°55'11"E	19.86'
L7	N82°18'26"W	5.51'
L8	N55°48'03"W	49.75'
L9	N55°48'03"W	47.42'
L10	N34°11'57"E	20.24'
L11	N10°48'03"W	19.44'
L12	N12°49'15"W	21.98'
L13	N79°01'39"E	19.38'
L14	N56°08'38"W	6.79'

NO	BEARING	LENGTH
L15	N33°51'22"E	56.00'
L16	N56°08'38"W	6.30'
L17	N10°58'21"W	19.49'
L18	N78°07'09"E	23.47'
L19	N56°08'18"W	19.31'
L20	N59°00'01"W	50.87'
L21	N30°59'39"E	9.28'
L22	N59°00'01"W	29.24'
L23	N59°00'21"W	78.03'
L24	N56°08'18"W	38.86'
L25	N34°11'57"E	22.50'
L26	N58°33'00"E	22.50'
L27	N12°40'33"E	12.42'

NO	RADIUS	DELTA	LENGTH
C1	30.00'	79°44'12"	41.75'
C2	30.00'	10°34'22"	5.54'
C3	45.00'	25°50'31"	20.30'
C4	25.00'	25°50'31"	11.28'
C5	579.00'	3°01'15"	30.53'
C6	528.00'	0°14'03"	2.16'
C7	528.00'	0°31'05"	4.77'
C8	567.00'	3°56'20"	38.98'
C9	472.00'	0°28'33"	3.92'
C10	472.00'	0°35'26"	4.87'
C11	50.00'	7°33'17"	6.59'
C12	50.00'	22°47'38"	19.89'
C13	50.00'	30°20'55"	26.48'
C14	50.00'	30°20'56"	26.48'
C15	30.00'	90°18'34"	47.29'



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS ON STEVENSON BOULEVARD, THE BEARING TAKEN AS N08°00'08"E PER PARCEL MAP 7255 (236 PM 79).

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) PARCEL MAP 7255 (236 PM 79)
- (2) TRACT 5165 (140 M 30)
- (3) TRACT 4730 (127 M 1)

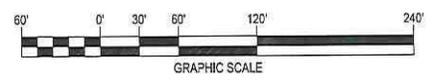
TRACT 5869 181 M 76

TRACT 8270

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
 CONSISTING OF 9 SHEETS
 BEING A MERGING AND RE-SUBDIVISION OF PARCELS 2, 3 AND 4, OF
 PARCEL MAP 7255, FILED SEPTEMBER 21, 1998, IN BOOK 236 OF PARCEL
 MAPS, PAGES 79 THROUGH 85, ALAMEDA COUNTY RECORDS.

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

SCALE: 1" = 60' NOVEMBER 2017



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN
 FOUND MONUMENTS ON STEVENSON BOULEVARD, THE BEARING
 TAKEN AS N08°00'00"E PER PARCEL MAP 7255 (239 PM 79).

LEGEND

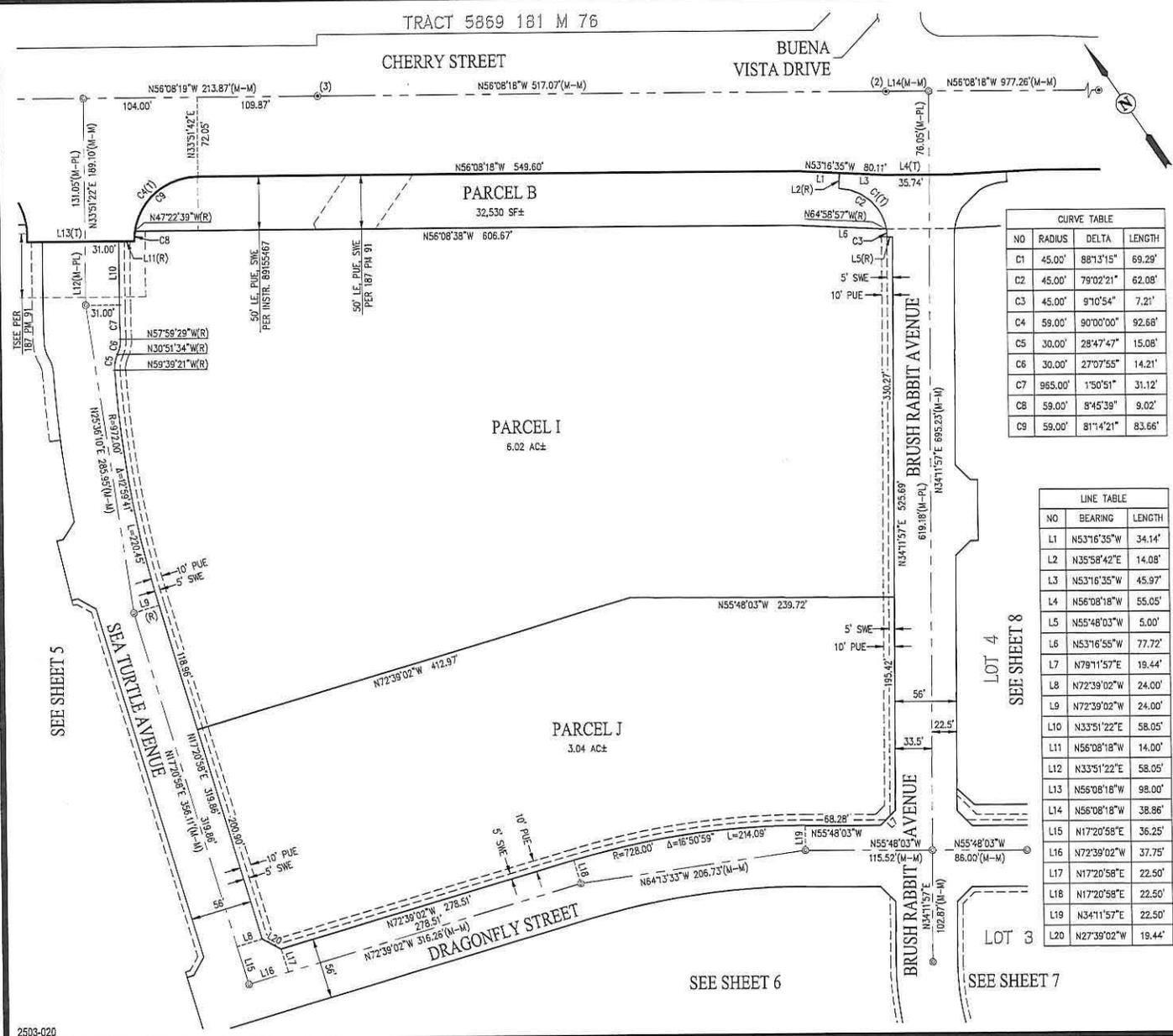
- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- MONUMENT LINE
- LOT LINE TO BE REMOVED
- THE LINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (#), (###-##) RECORD INFORMATION
- ⊙ FOUND STANDARD STREET MONUMENT
- ⊙ SET STANDARD STREET MONUMENT, LS 7960
- IEE INGRESS/EGRESS EASEMENT
- LE LANDSCAPE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- SDE STORM DRAIN EASEMENT
- SNF SEARCHED, NOT FOUND
- SSE SANITARY SEWER EASEMENT
- SWE SIDEWALK EASEMENT
- TSEE TRAFFIC SIGNAL EQUIPMENT EASEMENT
- WLE WATER LINE EASEMENT

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
 (1) PARCEL MAP 7255 (236 PM 79)
 (2) TRACT 5165 (140 M 30)
 (3) TRACT 4730 (127 M 1)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	45.00'	88°13'15"	69.29'
C2	45.00'	79°02'21"	62.08'
C3	45.00'	97°05'4"	7.21'
C4	59.00'	90°00'00"	92.68'
C5	30.00'	28°47'47"	15.08'
C6	30.00'	27°07'55"	14.21'
C7	965.00'	1°50'51"	31.12'
C8	59.00'	8°45'38"	9.02'
C9	59.00'	81°14'21"	83.66'

LINE TABLE		
NO	BEARING	LENGTH
L1	N53°16'35"W	34.14'
L2	N35°58'42"E	14.08'
L3	N53°16'35"W	45.97'
L4	N56°08'18"W	55.05'
L5	N55°48'03"W	5.00'
L6	N53°16'55"W	77.72'
L7	N79°11'57"E	19.44'
L8	N72°39'02"W	24.00'
L9	N72°39'02"W	24.00'
L10	N33°51'22"E	58.05'
L11	N56°08'18"W	14.00'
L12	N33°51'22"E	58.05'
L13	N56°08'18"W	98.00'
L14	N58°08'18"W	38.86'
L15	N17°20'58"E	36.25'
L16	N72°39'02"W	37.75'
L17	N17°20'58"E	22.50'
L18	N17°20'58"E	22.50'
L19	N34°11'57"E	22.50'
L20	N27°39'02"W	19.44'



CITY OF NEWARK
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8270
SANCTUARY

This Subdivision Improvement Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF NEWARK, a municipal corporation (hereinafter "City"), and ARROYO CAP III, 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 8270 Sanctuary in Newark, California (hereinafter "Project").
- B.** The Project is geographically located within the boundaries of the Tentative Tract Map known as "Vesting Tentative Map Tract 8270, Sanctuary". 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.** LS-Newark, LLC ("Landsea") has the right to acquire the Real Property from Developer pursuant to that certain Option Agreement dated June 30, 2017 between Developer and Landsea.
- E.** 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:
- *Improvement Plans for Tract 8270 Sanctuary, _____, 2017, prepared by Carlson, Barbee & Gibson, Inc., ___ pages, approved by the City Engineer on _____, 2017*

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8270 Sanctuary**

- *Grading Plans for Sanctuary, Tract 8270, dated October 9, 2017, prepared by Carlson, Barbee & Gibson, Inc., 18 pages, approved by the City Engineer on _____, 2017*
- *Cherry Street/Mowry Avenue Intersection Striping, dated August 2, 2017, prepared by Carlson, Barbee & Gibson, Inc., 1 page, for bonding purposes only*

The Plans and Specifications are on file with the City Engineer, and are incorporated herein by reference.

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

1. **SCOPE OF WORK.** The Developer shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions (hereinafter “Work”), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at the Developer’s sole cost and expense. No change shall be 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, or cause its contractor, LS-Newark, LLC, a Delaware Limited Liability Company (hereinafter “LS-Newark”), to 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, or cause LS-Newark, to furnish warranty security prior

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8270 Sanctuary**

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 \$8,647,000.00 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 \$4,323,500.00 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 \$864,700.00 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.
- 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.** The Developer shall, or cause LS-Newark, to maintain throughout the duration of this Agreement, 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, or cause LS-Newark to, 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

CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8270 Sanctuary

for general liability, bodily injury, personal injury, and property damage.

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

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

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

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

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

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8270 Sanctuary**

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 510-578-4589, 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) 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.

CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8270 Sanctuary

9(c). Completion of Work. The Developer shall complete all Work by no later than two (2) years 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 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.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8270 Sanctuary**

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

- 12. ACCEPTANCE OF WORK.** Prior to acceptance of the Work by the City Engineer, the Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. The Developer's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Engineer has accepted the Work as complete.
- 13. WARRANTY PERIOD.** The Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City. In the event that (during the one year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Developer under this Agreement, the Developer shall be in default.
- 14. RELATIONSHIP BETWEEN THE PARTIES.** Developer is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, contractors, or subcontractors, including 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

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8270 Sanctuary**

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: Arroyo Cap II, LLC
c/o LS-Newark, LLC
3130 Crow Canyon Place #325
San Ramon, Ca 94583
Attn: Alec Tappin

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. 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.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8270 Sanctuary**

- 23. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 24. WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- 25. CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
- 26. ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Work described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.
- 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.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8270 Sanctuary**

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

ARROYO CAP III, LLC
a Delaware limited liability company

CITY OF NEWARK,
a municipal corporation

By: ARROYO CAPITAL, LLC
a Delaware limited liability company
its sole member

By: _____
Alan L. Nagy, Mayor

By: _____
Leigh Austin
Executive Vice President

ATTEST:

Sheila Harrington, City Clerk

APPROVED AS TO FORM:

David J. Benoun, City Attorney

2643469.2

F.4 Approval of solid waste collection and recycling services maximum rates for 2018 with an increase of 3.9% over 2017 and approval of the Second Amendment to the Franchise Agreement to establish a Commercial Organics Collection Program – 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.

Relevant indices are applied to different portions of the rate to calculate the annual contractual rate adjustment. These price indices include (1) A Consumer Price Index for Garbage and Trash Collection which was 1.93% for the period between August 2016 and August 2017; (2) A Compressed Natural Gas Service Index which was 8.18% for the same period; and (3) An increase on the disposal costs at the Fremont Transfer Station (BLT), which will be 4.5% for this rate period. Most of the BLT adjustment (3.5% of the 4.5%) is a result of the pending Extraordinary Rate Review (ERR) that allowed BLT to adjust for the costs of ILWU salary increases, the increases in haul costs to the landfill and the increase in costs related to clean air rules for diesel motors. The amount related to the BLT ERR will be paid to the City until an amendment is finalized with BLT. The resulting total rate increase with each index applied to the appropriate part of the rate and the BLT adjustment equates to a rate increase of 3.9% effective January 1, 2018.

Approximately 75% of residential households subscribe to the 32-gallon cart size and will see a \$1.18 per month increase. Commercial customers with the average 3-yard bin with a once-a-week pick-up will see an increase of \$12.65 per month. Approximately 33% of commercial customers use this size bin with varying pick-up frequency.

The attached table, “New Exhibit L”, shows all the rates for 2018. The following is a sample of the difference between the 2017 and 2018 rates:

Service	2017 Rates	2018 Rates
Residential 32-Gallon Cart	\$30.37	\$31.55
Residential 64-Gallon Cart	\$53.79	\$55.89
Commercial 3 Yd/ 1 per week	\$325.58	\$338.23
Commercial 2 Yd/ 2 per week	\$469.78	\$488.10

California Assembly Bill 1826 requires commercial customers to divert organics from the landfill by subscribing to collection service. The City is also subject to the Alameda County Waste Management Authority Ordinance 2012-01 – Mandatory Commercial Recycling Ordinance. Both of these statutes have a goal of reducing material that is delivered to landfills. Staff has negotiated with Republic Services to add Commercial Organics Collection as a service

option in the attached rate tables. The organic services were negotiated as a standalone program and therefore the costs could not be offset by other aspects of the rates. Other municipalities have offset the cost of the organics program by increasing the refuse rates or subsidizing the rates with general fund money. Due to the lack of subsidizing, the organic collection rates are close to the refuse rates. The new Commercial Organics rates are shown in the attached Exhibit L as Table F. The expectation of the program is that commercial customers will be able to downsize their refuse service to offset most of the cost of the adding the organics service as illustrated in the following table.

Sample:

Existing Service		Proposed Service	
Refuse 4 Yd / 1 per week	\$443.26	Refuse 3 Yd/ 1 per week	\$338.28
		Organic 1 Yd/ 1 per week	\$123.08
Total:	\$443.26		\$461.36

The City and Republic Services will be sending out multi-lingual pamphlets on the new program with information about how to begin diverting organics and the exceptions that are available. The City will also be pursuing other outreach methods such as use of the City's time on the electronic billboards, information on the City website, information in the quarterly newsletter and possibly installing banners onto the street light posts. The Republic Services Recycling Coordinator will be working closely with commercial customers to ensure compliance and answer any questions as they arise.

Attachments

Action - It is recommended that the City Council, by resolution, establish the maximum limit for rates for solid waste collection and recycling services for Calendar Year 2018 and direct the Mayor to sign the Second Amendment to the Franchise Agreement to add Commercial Organic Collection Services.

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 2018 AND AUTHORIZE THE MAYOR TO
SIGN THE SECOND AMENDMENT TO THE FRANCHISE
AGREEMENT TO ADD COMMERCIAL ORGANIC
COLLECTION SERVICES

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 (BLT) 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, Assembly Bill 1829 and the Alameda County Waste Management Authority Ordinance 2012-01 – Mandatory Commercial Recycling Ordinance require that commercial customers divert organic material from the landfill; and

WHEREAS, the City of Newark is currently negotiating with BLT on an amendment related to an Extraordinary Rate Review.

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. 10,581 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. 10,581 or any other previous resolution, the provisions herein shall prevail.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign the Second Amendment to the Franchise Agreement between the City of Newark and Republic Services for the addition of Commercial Organic Collection Services.

NEW EXHIBIT L
Maximum Rates Approved by City for Rate Period Five
(Effective January 1, 2018)

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, 2018.

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	\$28.39	\$31.55	\$55.89	\$80.20
(B) Lifeline/Senior Rate	\$24.14	\$26.83	\$47.50	\$68.16
(C) Extra Solid Waste Cart	n/a	\$18.93	\$33.51	\$48.08
(D) Extra Yardwaste Cart	n/a	n/a	\$7.90	n/a
(E) Extra Recyclables Cart	n/a	n/a	\$4.74	n/a

*BACKYARD SERVICES	CONTAINER SIZE			
	20 GAL	32 GAL	64 GAL	96 GAL
(A) Basic Service	\$42.59	\$47.33	\$83.83	\$120.29
(B) Lifeline/Senior Rate	\$36.20	\$40.23	\$71.25	\$102.24
(C) Extra Solid Waste Cart	n/a	\$28.40	\$50.27	\$72.12
(D) Extra Yardwaste Cart	n/a	n/a	\$28.40	n/a
(E) Extra Recyclables Cart	n/a	n/a	\$28.40	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 Five

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	\$24.02	\$49.00	\$74.94	\$101.84	\$129.72	\$158.54
64-Gallons	Refuse	\$42.51	\$86.73	\$132.65	\$180.28	\$229.60	\$280.61
96-Gallons	Refuse	\$61.01	\$124.47	\$190.37	\$258.70	\$329.47	\$402.69
32-Gallons	Recyclables	\$12.00	\$24.50	\$37.49	\$50.92	\$64.85	\$79.27
64-Gallons	Recyclables	\$21.25	\$43.37	\$66.34	\$90.14	\$114.81	\$140.32
96-Gallons	Recyclables	\$30.51	\$62.24	\$95.19	\$129.36	\$164.73	\$201.34
32-Gallons	Yardwaste	\$18.02	\$36.75	\$56.20	\$76.40	\$97.28	n/a
64-Gallons	Yardwaste	\$31.88	\$65.06	\$99.49	\$135.21	\$172.19	n/a
96-Gallons	Yardwaste	\$45.77	\$93.36	\$142.77	\$194.02	\$247.12	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	\$127.86	\$260.77	\$398.93	\$541.98	\$690.44	\$843.68
2 cubic yard container	\$239.27	\$488.10	\$653.91	\$1,014.49	\$1,292.04	\$1,579.17
3 cubic yard container	\$338.28	\$630.32	\$922.51	\$1,353.06	\$1,691.32	\$2,029.57
4 cubic yard container	\$443.26	\$832.74	\$1,222.40	\$1,773.01	\$2,216.27	\$2,659.51
6 cubic yard container	\$662.36	\$1,246.76	\$1,831.05	\$2,649.44	\$3,311.80	\$3,974.16
7 cubic yard container	\$759.83	\$1,441.57	\$2,279.46	\$3,039.28	\$3,799.09	\$4,558.91

RECYCLING BINS**	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	\$51.14	\$104.31	\$159.57	\$216.80	\$276.18	\$337.48
2 cubic yard container	\$95.71	\$195.24	\$261.56	\$405.79	\$516.81	\$631.66
3 cubic yard container	\$135.30	\$252.12	\$369.00	\$541.22	\$676.51	\$811.82
4 cubic yard container	\$177.31	\$333.10	\$488.96	\$709.21	\$886.51	\$1,063.80
6 cubic yard container	\$264.95	\$498.70	\$732.41	\$1,059.77	\$1,324.73	\$1,589.66
7 cubic yard container	\$303.94	\$576.62	\$911.78	\$1,215.71	\$1,519.64	\$1,823.57

YARD WASTE BINS**	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	\$95.89	\$195.58	\$299.19	\$406.49	\$517.83	\$0.00
2 cubic yard container	\$179.46	\$366.08	\$490.43	\$760.86	\$969.02	\$0.00
3 cubic yard container	\$253.70	\$472.76	\$691.88	\$1,014.79	\$1,268.48	\$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 Five

D. COMMERCIAL CART SERVICE

CART SIZE	MATERIAL	COLLECTIONS PER WEEK					
		1X	2X	3X	4X	5X	6X
32-Gallons	Refuse	\$24.02	\$49.00	\$74.94	\$101.84	\$129.72	\$158.54
64-Gallons	Refuse	\$42.51	\$86.73	\$132.65	\$180.28	\$229.60	\$280.61
96-Gallons	Refuse	\$61.01	\$124.47	\$190.37	\$258.70	\$329.47	\$402.69
32-Gallons	Recyclables	\$12.00	\$24.50	\$37.49	\$50.92	\$64.85	\$79.27
64-Gallons	Recyclables	\$21.25	\$43.37	\$66.34	\$90.14	\$114.81	\$140.32
96-Gallons	Recyclables	\$30.51	\$62.24	\$95.19	\$129.36	\$164.73	\$201.34
32-Gallons	Yardwaste	\$18.02	\$36.75	\$56.20	\$76.40	\$97.28	n/a
64-Gallons	Yardwaste	\$31.88	\$65.06	\$99.49	\$135.21	\$172.19	n/a
96-Gallons	Yardwaste	\$45.77	\$93.36	\$142.77	\$194.02	\$247.12	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	\$127.86	\$260.77	\$398.93	\$541.98	\$690.44	\$843.68
2 cubic yard container	\$239.27	\$488.10	\$653.91	\$1,014.49	\$1,292.04	\$1,579.17
3 cubic yard container	\$338.28	\$630.32	\$922.51	\$1,353.06	\$1,691.32	\$2,029.57
4 cubic yard container	\$443.26	\$832.74	\$1,222.40	\$1,773.01	\$2,216.27	\$2,659.51
6 cubic yard container	\$662.36	\$1,246.76	\$1,831.05	\$2,649.44	\$3,311.80	\$3,974.16
7 cubic yard container	\$759.83	\$1,441.57	\$2,279.46	\$3,039.28	\$3,799.09	\$4,558.91

RECYCLING BINS**	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	\$51.14	\$104.31	\$159.57	\$216.80	\$276.18	\$337.48
2 cubic yard container	\$95.71	\$195.24	\$261.56	\$405.79	\$516.81	\$631.66
3 cubic yard container	\$135.30	\$252.12	\$369.00	\$541.22	\$676.51	\$811.82
4 cubic yard container	\$177.31	\$333.10	\$488.96	\$709.21	\$886.51	\$1,063.80
6 cubic yard container	\$264.95	\$498.70	\$732.41	\$1,059.77	\$1,324.73	\$1,589.66
7 cubic yard container	\$303.94	\$576.62	\$911.78	\$1,215.71	\$1,519.64	\$1,823.57

YARD WASTE BINS**	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	\$95.89	\$195.58	\$299.19	\$406.49	\$517.83	\$0.00
2 cubic yard container	\$179.46	\$366.08	\$490.43	\$760.86	\$969.02	\$0.00
3 cubic yard container	\$253.70	\$472.76	\$691.88	\$1,014.79	\$1,268.48	\$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 Five

F. COMMERCIAL ORGANIC SERVICES & RATES

REFUSE BINS*	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	\$123.08	\$251.03	\$384.03	\$521.74	\$664.64	\$812.16
2 cubic yard container	\$230.33	\$469.87	\$629.48	\$976.59	\$1,243.77	\$1,520.17
32 or 64 Gallon Commercial	\$40.92	\$83.49	\$127.69	\$173.54	\$221.02	\$270.13

G. DROP BOX CONTAINERS AND COMPACTOR SERVICES

DROP BOX SIZES	Tonnage Limit Per Pick-Up*	REFUSE	RECYCLING	YARDWASTE
6 cubic yard Drop Box	2.0	\$449.62	n/a	n/a
14 cubic yard Drop Box	2.0	\$449.62	\$224.81	\$337.21
20 cubic yard Drop Box	3.0	\$568.31	\$284.16	\$426.24
30 cubic yard Drop Box	5.0	\$805.71	\$402.86	\$604.28
40 cubic yard Drop Box	6.0	\$924.41	\$462.21	\$693.31
Excess Tonnage Rate	n.a.	\$118.71	\$71.16	\$71.16

CUSTOMER-OWNED COMPACTORS	Tonnage Limit Per Pick-Up*	REFUSE	RECYCLING	YARDWASTE
6 cubic yard Compactor	1.2	\$391.44	\$195.74	\$293.58
15 cubic yard Compactor	3.0	\$782.91	\$391.44	\$587.18
20 cubic yard Compactor	4.0	\$1,043.87	\$521.93	\$782.91
25 cubic yard Compactor	5.0	\$1,304.83	\$652.42	\$978.62
30 cubic yard Compactor	6.0	\$1,565.79	\$782.91	\$1,174.35
35 cubic yard Compactor	7.0	\$1,826.77	\$913.40	\$1,370.07
40 cubic yard Compactor	8.0	\$2,087.74	\$1,043.87	\$1,565.79
Excess Tonnage Rate	n.a.	\$118.71	\$71.16	\$71.16

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.

H. CONSTRUCTION AND DEMOLITION DEBRIS BOX SERVICE

DROP BOX SIZES	MATERIAL	BASE RATE PER PICK-UP	PER TON RATE*
6 cubic yard Drop Box	Dirt	\$286.24	\$47.58
6 cubic yard Drop Box	Concrete	\$286.24	\$47.58
14 cubic yard Drop Box	Wood	\$286.24	\$67.98
20 cubic yard Drop Box	Wood	\$286.24	\$67.98
30 cubic yard Drop Box	Wood	\$286.24	\$67.98
40 cubic yard Drop Box	Wood	\$286.24	\$67.98
14 cubic yard Drop Box	Recyclable C&D	\$286.24	\$95.15
20 cubic yard Drop Box	Recyclable C&D	\$286.24	\$95.15
30 cubic yard Drop Box	Recyclable C&D	\$286.24	\$95.15
40 cubic yard Drop Box	Recyclable C&D	\$286.24	\$95.15

*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 Five

I. ADDITIONAL SERVICES & RATES

ADDITIONAL SERVICES	RATE
Cost of pre-paid solid waste overage bags	\$11.38
Cost of pre-paid yardwaste overage bags	\$11.38
Extra On-Call Bulky Cleanup (more than three per year)	\$85.39
Cart replacement cost (more than once per year)	\$85.39
Cart delivery/pick-up (more than once per year)	\$56.92
Lost lock per container, per occurrence	\$34.15
Steam cleaning Bin/Cart (charge per visit)	\$142.31
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)	\$96.77
Push/pull charge (Per- Mo, Per-50 Ft, Per Cart, Per Pick-up)	\$22.77
Lock/unlock charge (Per- Mo, Per-50 Ft, Per Cart, Per Pick-up)	\$22.77
Extra refuse bin collection (per cubic yard rate per pick-up)	\$28.35
Extra recycling bin collections (per cubic yard rate per pick-up)	\$14.17
Extra yard waste bin collections (per cubic yard rate per pick-up)	\$21.26
Bin Lock Installation (new lock) per container, per occurrence	\$34.15
Overage charges Per-Cubic-Yard Rate, per occurrence	\$11.38
Container relocation charge per container, per occurrence	\$96.77
Push/pull charge (Per- Mo, Per-50 Ft, Per Cart, Per Pick-up)	\$22.77
Lock/unlock charge (Per- Mo, Per-50 Ft, Per Cart, Per Pick-up)	\$22.77
Daily drop box demurrage charge (rental charge if customer keeps Box longer than 7-days without pick-up or return)	\$26.85
Drop box placement charge	\$74.01
Drop box relocation charge	\$96.77
Drop box cancellation service	\$96.77
Drop box overage charge - Refuse (For Each Ton In Excess of Limits)	\$118.71
Drop box overage charge - Recyclables (For Each Ton In Excess of Limits)	\$71.16
Drop box overage charge - Yardwaste (For Each Ton In Excess of Limits)	\$71.16
Restart charge after 120-days late and service reduction	\$34.15
Late charge after 60-days past due	1.50%
Insufficient funds charge	\$34.15

Second Amendment to Franchise Agreement

This Second Amendment to the Franchise Agreement is made as of _____, 2017, by and between Allied Waste Services of North America , LLC, a California limited liability company ("Contractor"), and the City of Newark, a political subdivision of the State of California ("City").

RECITALS

- A. Contractor and City are parties to that certain Franchise Agreement Between the City of Newark and Allied Waste Services of North America, LLC, for Collection of Solid Waste and Collection and Processing of Source Separated Recyclable Materials, Organic Materials, and C&D, dated January 15, 2013 ("Franchise Agreement"); and
- B. The parties wish to amend the "Franchise Agreement" so as to add provisions related to Commercial Organics Collection.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, Contractor and City hereby agree as follows:

- 1. Effective January 1, 2018, Contractor shall provide Commercial Organics Collection to all customers who request service within the City of Newark pursuant to the terms outlined in Attachment A, attached hereto and incorporated herein.
- 2. All other terms and provisions of the Franchise Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the first date written above.

CONTRACTOR:

Allied Waste Services of North America , LLC

By: _____

Name: _____

Title: _____

CITY OF NEWARK

By: _____

Name: ALAN L. NAGY

Title: Mayor, City of Newark

Attest:

SHEILA HARRINGTON, City Clerk, City of Newark

Date: _____

Attachment A: Commercial Organics Collection

Republic Services has identified organics generating customers we consider applicable to participate in the commercial organics program. These locations include restaurants, grocery stores and schools. AB 1829 was enacted by the State in 2014 which requires commercial generators and multi-family complexes to divert organic material from the landfills.

Initial outreach performed by Republic Services in June 2015 included outreach to 66 commercial customers of which 37 expressed interest, 8 were not interested, and 21 did not reply. While the data collected in 2015 still provides valuable information, the list of willing participants has evolved over the past two years. The phase in of AB 1829 will require action of all commercial and multi-family customers.

Targeted customers on the interest list will be contacted again by Republic Services beginning November 2017 to discuss specific collection needs and implementation procedures. Beginning January 1, 2018, a weekly collection route is anticipated with these interested organics customers when the program commences. A six-month phase-in will be performed through the end of June 2018, with focused outreach to all organics generating customers. As the program gains customers, route days will be added as necessary with a five-day per week route anticipated by the end of year two.

Upon the executed agreement, Republic Services will order a front-end load CNG collection vehicle specific to the organics collection route.

Metal containers and plastic carts (green in color) will be ordered by Republic Services as soon as this agreement is signed. Container sizes will be limited to 1 and 2-cubic yards and cart sizes will include 32- and 64-gallons. An outside vendor may be hired to coordinate container/cart delivery to customer locations.

The following operational matters will be conducted by Republic Services prior to January 1, 2018: create a specific route, develop account service standards, enter route listings in InfoPro, order route vehicle and establish container inventory/delivery standards.

Organic Materials to be Collected

Republic Services classified the commercial organic materials to be collected as follows:

- **All Organic/Compostable Food Waste/Scraps including:**
- All vegetables and fruit materials
- All meat, poultry, fish and shellfish scraps (including bones)
- All bakery, pasta, beans, rice, egg shells, and cheese products and by-products
- Coffee filters and grounds
- Food-soiled napkins
- Food-soiled paper towels
- Fiber-only paper plates and cups (not plastic lined)
- Pizza boxes
- All waxed cardboard

- Wooden crates used in the foodservice industry (must fit into collection container)

All Organic/Compostable Green Waste and Wood including:

- All organic floral trimmings
- All organic tree trimmings
- All organic brush, leaves, grass and weeds
- All wooden pallets and sawdust (untreated/unpainted only)

Materials not accepted:

- Any plastics (petroleum or plant-based) or expanded polystyrene foam (flatware, bags, wrap, containers, plastic-lined paper containers, etc.)
- Any glass
- Any metals
- Any grease trappings or tallow
- Any hazardous waste
- Any animal feces
- Any restroom waste (including paper towels, diapers, and personal hygiene products)

Contamination Control

Republic Services shall make commercial reasonable and good faith efforts to prevent contamination. Republic Services will educate the customers to avoid putting any glass, plastic, metals, bottles/cans, liquids, restroom waste, hazardous waste, or other non-accepted waste into their food waste/organic waste containers. The education will include at least three (3) annual mailers to all applicable customers in the first two (2) years of the program. The program will also include at least ten (10) hours per week of field work related to commercial organic customers. A monthly record of the businesses visited and the efforts to reduce garbage container size to increase diversion will be submitted to the City with the monthly reports.

Collection drivers will report and photograph incidences of contamination and will leave a notice on the container which includes wording declaring the contamination and the options for remedy. Within the same business day, a Republic Services representative will follow up with the customer to re-educate them on acceptable materials. The issue must be resolved within the same service week as the service day to comply with Newark Municipal Code 8.08.130 which requires weekly collection by the city-designated contractor.

The representative will offer the following solutions to the customer and, at the customer's election, Republic Services shall do either of the following:

1. Remove the contamination and schedule an extra organics lift. The first violation will be free of charge. The customer will be given notice that any further violation will be charged for an extra organics lift.
2. Leave the contamination and schedule an extra trash lift to be billed at the extra trash lift rate.

If, after reasonable attempts to contact customer, Republic Services cannot make contact with the customer, then within a week of the initial contamination notice, the container will be tipped and the customer may be charged a extra trash lift. Notification of the incident will be sent to the address of record for the customer via US mail.

The customer will be required to offload oversized items, hazardous items, or other items not acceptable for normal service and dispose of such items properly.

Material Processing

Republic Services will deliver loads of food waste/organics collected from Newark commercial customers to the Newby Island Resource Recovery Park for composting.

The composting process takes about three months. This includes two months in windrows and an additional month curing into a final product. The food waste/organic materials will be blended with other organic feedstock and nurtured into a nutrient-rich market-ready compost product that will be available for sale to the agricultural, horticultural, and institutional markets.

The operating procedures that Republic Services will use at the Newby Island Resource Recovery facility include:

Pre-Processing: Material unloading; contamination screening; tub-grinding and on-site transportation from the pre-processing center to the actual composting site. Material is typically processed within 48 hours of delivery.

Composting: Material unloading; windrow building (windrows are approximately 7' tall x 18' wide x 220'-550' long); placed into aerated static windrows, technical sampling and moisture application. Windrow-breakdown typically takes 60 days. Final technical standards require that material must maintain a minimum temperature of 131 degrees for a period of at least 15 days.

Post-Processing: Curing; final contamination screening; final technical inspections; product load-out for delivery to markets. Product curing, screening and load-out typically takes between 30-35 days.

Program Launch

Collection: Republic Services will operate one front-end loader CNG vehicle for both container and cart customers. The organics program, when fully implemented, will generate an estimated annual volume of 2,418 tons per year. Republic Services will begin onboarding new commercial organics customers beginning January 1, 2018, with a goal of increasing program participation to a targeted 60 customers within a six-month period by July 1, 2018. The program goal is for the program to expand per each six months thereafter, depending on customer interest levels.

Outreach will begin as soon as contract is signed.

Equipment Requirements

Collection Vehicle: Republic Services will utilize one, new 4-axle front-end loader CNG collection vehicle fully equipped to service metal containers, and 32- and 64-gallon carts. This vehicle will have

a sealed 40-cubic yard body capable of handling up to 9.5 tons per load.

Equipment Procurement: Republic Services will order the vehicle upon approval from the City of Newark. The vehicle can be road-ready in 160 days from purchase date; Republic Services will have a vehicle available for start-up.

Labor Requirements

Collection Driver: One collection driver will be required to operate the organics collection vehicle.

Employee Training: Republic Services will develop documentation and train employees prior to program start and during program implementation. A series of planning/training meetings will be conducted with each department to identify key issues and priorities as they relate to the specific department. These planning meetings will include the recycling coordinator, customer service representatives, operational staff, maintenance and shop personnel, billing and accounting staff and Newby Island Resource Recovery Park composting staff.

Recycling Coordinator: Republic Services' recycling coordinator, in partnership with the City of Newark, will identify, qualify and contact the commercial accounts that fall into designated business categories for identifying food waste customers. Republic Services will provide an average of three training appointments per customer, including one initial program orientation and two follow-up appointments. An average of 4 hours per customer has been planned for new participants.

Container Requirements

Metal Containers: Commercial accounts that routinely generate large quantities of food/organic materials will be provided green commercial bins with lids in 1-yard and 2-yard, sizes.

Carts: Commercial accounts that routinely generate small volumes of organic materials will require smaller containers will be provided green plastic carts with wheels and lids. These carts will be available in two sizes with a 32-or 64-gallon capacity. Due to weight issues, 96-gallon carts are not recommended for organics collection service.

Program Marketing, Education & Publicity

A. Program Marketing

Targeted Marketing: Republic Services will target the following businesses that traditionally generate organic materials including (but are not limited to):

- Full-Service Restaurants • Floral Studios
- Grocery Stores • Juice Bars
- Hotels • Institutional Cafeterias (corp. campuses, schools)

- Produce Markets • Garden Centers/Nurseries
- Bakeries • Commercial Properties w/grounds
- Coffee Shops • Multi-Family Properties w/grounds
- Food Banks

The recycling coordinator will seek new program prospects through constant account profiling, driver referrals, business referrals, new trash service start referrals, review of commercial garbage route manifests, Alameda County Waste Management Authority (and consultants) and City of Newark referrals.

B. Program Education & Publicity

Republic Services is planning an aggressive, multi-faceted outreach program to educate Republic Services customers and encourage them to participate in the new program. Promotional/educational materials will be designed specifically for potential commercial customers, including:

Sales Brochure: A multi-lingual color program brochure will be developed that includes: photos of the materials that can and cannot be accepted, FAQs, and other related topics. This brochure will be designed as a self-mailer. Republic Services will mail this brochure in December 2017 and in March of 2018.

Program Posters: A multi-lingual color poster will be developed that uses photography to demonstrate the materials that can and cannot be accepted in this program and describe other key program requirements.

Website: Republic Services will post details of the food waste program to educate customers on how it works, and will answer the most frequently asked questions.

Quarterly Newsletter: Feature articles will be included in the Republic Services quarterly commercial newsletter to announce the new organics program and provide ongoing articles featuring participating businesses.

Targeted Direct Mailings: A “new program” announcement will be mailed to prospective businesses prior to collection launch. A second “new program” announcement will be mailed to prospective businesses after collection begins.

Stickers: Stickers for collection carts and containers will be designed using graphic images to clearly define the organics program. Stickers will meet industry specifications to withstand exterior environment exposure.

Multi-Family Dwelling (MFD) Organics Collection

Republic Services is proposing source-separated, subscription-based organics collection that we believe will substantially increase diversion for the MFD sector. Customers will be offered weekly organics recycling (green waste materials and home food scraps) services in 32-or 64 gallon green carts or front-load containers ranging in size from 1-2 cubic yards. Republic Services will utilize the same equipment and collection methodology used in commercial organics collection when servicing MFD organics carts and containers.

Republic Services will perform site visits at MFDs prior to implementation of the MFD organics collection date in order to recruit properties and offer technical assistance and educational resources to property managers. During these site visits, it will be critical to help property managers feel prepared and engaged in the successful implementation of organics collection at their property.

During site visits, Republic Services' recycling coordinator will encourage property managers to take advantage of the tools and resources included with the subscription-based organics collection program, such as educational materials, including collection tips and guidelines.

More information on site visits can be found below under "Site Visits and Technical Assistance".

After program implementation, Republic Services will provide ongoing outreach to all MFDs. Republic Services staff will perform additional outreach blitzes throughout the first few months of service for all MFDs in Newark. During these outreach blitzes, Republic Services will offer MFDs additional outreach materials, answer service questions and help property managers address any challenges such as contamination. Republic Services outreach materials will emphasize what is accepted in the source separated food program and will focus on keeping the organics out of the trash container.

Outreach

Republic Services outreach efforts will first target property owners and managers to encourage them to sign-up for the new organics program, and to work with Republic Services' recycling coordinator to identify locations for new collection containers at their properties.

Republic Services will provide printed outreach materials and encourage property owners and managers to provide this information to their current tenants, to new tenants upon move-in and at least annually thereafter. To maximize the number of tenants reached at each complex, we will offer to host group meetings at community centers or onsite at MFDs to explain the program. We view these interactions as an opportunity to increase recycling of all types at MFD locations. To support increased diversion from MFDs in Newark, Republic Services will:

- Provide service and recycling and organics information to all property managers and residents using direct mail and on-site delivery of posters. Republic Services will work with property managers at individual MFDs to distribute supplemental outreach materials that address the recovery of unwanted household items during move-in/moveout, waste prevention and material reuse tips, hazardous and electronic waste disposal, and illegal dumping prevention techniques.
- Direct mail multi-family residents an annual brochure with information regarding recycling, organics, and resource conservation; updates on Newark's recycling goals and the community's progress; tips for disposing bulky items when moving; promotion of other multi-family specific collection services, resources, and programs.
- Republic Services' website will be available for the community to use that provides recycling and food scrap related program information.

Site Visits and Technical Assistance

In order to best serve the MFD properties, Republic Services will perform two sets of visual audits, a baseline and a post-implementation assessment. Republic Services will perform baseline visual audits of

trash and recycling for all MFD properties prior to the commencement of the service. These visual audits will document the volumetric composition of material and overall fullness of each container, and generate recommendations for optimal service levels in order to best help each MFD increase diversion.

Republic Services recycling coordinator will conduct a second visual audit and comprehensive site visit for each MFD two to three months after the baseline assessment. Finally, each participating MFD will be provided educational materials that explain the new food scraps collection program, and formalize next steps for cart or container delivery and service implementation.

Once both visual audits and site visits are performed, Republic Services will compare the results of their visual audits with the baseline audit results to understand generation trends at each property. Republic Services' objective for analyzing the baseline and post-implementation data, along with information from each site visit, is to create a program that is tailored to each property.

Implementation

After Republic Services' performs the site visits and makes service level recommendations, Republic Services will use a tiered approach to implement new service at the MFDs. This approach will lump MFDs by the level of assistance they need to successfully implement the new service, starting with MFDs that will need minimal assistance and ending with MFDs that will need significant assistance. MFDs that will need minimal assistance will likely have a supportive, engaged property manager and no logistical barriers to program implementation. MFDs that will need significant assistance may have space constraints, potential for contamination, illegal dumping, or minimal support from the property manager. This approach will deliver diversion results efficiently while giving Republic Services recycling coordinator sufficient time to work with more complicated sites.

Implementing service in a timely manner and providing MFDs with ongoing feedback and assistance is essential to program success. Republic Services proposes sending a follow-up email to the property manager documenting new service levels and delivery dates for new containers. After delivery of the new containers and upon completion of outreach trainings, the recycling coordinator will perform a quick visit the second or third week of new service, monitoring the containers to confirm that the MFD is maximizing their diversion with minimal contamination. The recycling coordinator will follow up with the property manager one month after the program start date to review progress and provide additional educational support or resources as needed, including photos of contamination if applicable. After the one month check in, Republic Services will contact MFDs after six months to check in and then annually thereafter, addressing resident turnover and the need for ongoing engagement and educational refreshers.

Exhibit 1: Organic Cost Overview

REPUBLIC SERVICES OF ALAMEDA COUNTY

Containers	1X WK	2X WK	3X WK	4X WK	5X WK	6X WK	Total
1 CY Container	52	0	0	0	0	0	52
2 CY Container	86	0	0	0	0	0	86
3 CY Container		0	0	0	0	0	0
4 CY Container	0	0	0	0	0	0	0
32 or 64 Gallon Commercial	85	0	0	0	0	0	85
Totals	223	0	0	0	0	0	223

Organics Rates

1 CY Container	\$ 246.14	\$ 502.01	\$ 767.99	\$ 1,043.38	\$ 1,329.16	\$ 1,624.17
2 CY Container	\$ 460.62	\$ 939.65	\$ 1,258.84	\$ 1,953.00	\$ 2,487.31	\$ 3,040.06
3 CY Container	\$ 651.22	\$ 1,213.43	\$ 1,775.92	\$ 2,604.78	\$ 3,255.96	\$ 3,907.14
4 CY Container	\$ 853.32	\$ 1,603.11	\$ 2,353.26	\$ 3,413.23	\$ 4,266.55	\$ 5,119.83
32 or 64 Gallon Commercial	\$ 81.83	\$ 166.96	\$ 255.36	\$ 347.05	\$ 442.00	\$ 540.21

New Organics Customer Billings (without City Subsidy)

1 CY Container	\$ 135,871	\$ -	\$ -	\$ -	\$ -	\$ -
2 CY Container	\$ 447,725	\$ -	\$ -	\$ -	\$ -	\$ -
3 CY Container	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4 CY Container	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32 or 64 Gallon Commercial	\$ 71,681	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Revenue						\$ 655,277

Trash Rates

1 CY Container	\$ 123.06	\$ 250.98	\$ 383.96	\$ 521.64	\$ 664.52	\$ 812.01
2 CY Container	\$ 230.29	\$ 469.78	\$ 629.36	\$ 976.41	\$ 1,243.54	\$ 1,519.89
3 CY Container	\$ 325.58	\$ 606.66	\$ 887.88	\$ 1,302.27	\$ 1,627.83	\$ 1,953.39
4 CY Container	\$ 426.62	\$ 801.48	\$ 1,176.52	\$ 1,706.46	\$ 2,133.08	\$ 2,559.68
32 or 64 Gallon Commercial	\$ 40.91	\$ 83.47	\$ 127.67	\$ 173.51	\$ 220.98	\$ 270.08

Existing Customer Trash Billings

1 CY Container	\$ 67,929	\$ -	\$ -	\$ -	\$ -	\$ -
2 CY Container	\$ 223,842	\$ -	\$ -	\$ -	\$ -	\$ -
3 CY Container	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4 CY Container	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32 or 64 Gallon Commercial	\$ 35,837	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Revenue						\$ 327,608

Incremental Additional Monthly Billing

1 CY Container	\$ 123.08	\$ 251.03	\$ 384.03	\$ 521.74	\$ 664.64	\$ 812.16
2 CY Container	\$ 230.33	\$ 469.87	\$ 629.48	\$ 976.59	\$ 1,243.77	\$ 1,520.17
3 CY Container	\$ 325.64	\$ 606.77	\$ 888.04	\$ 1,302.51	\$ 1,628.13	\$ 1,953.75
4 CY Container	\$ 426.70	\$ 801.63	\$ 1,176.74	\$ 1,706.77	\$ 2,133.47	\$ 2,560.15
32 or 64 Gallon Commercial	\$ 40.92	\$ 83.49	\$ 127.69	\$ 173.54	\$ 221.02	\$ 270.13

Increased Annual Revenue

1 CY Container	\$ 67,942	\$ -	\$ -	\$ -	\$ -	\$ -
2 CY Container	\$ 223,883	\$ -	\$ -	\$ -	\$ -	\$ -
3 CY Container	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4 CY Container	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32 or 64 Gallon Commercial	\$ 35,844	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Additional Revenue						\$ 327,668
Total Annual Increased Operating Costs						\$ 294,908
Projected Customer Downsizing						\$ 32,761

G.1 Claim of Allstate Insurance – from City Clerk Harrington.

(MOTION)

Background/Discussion – On October 11, 2017, the City received a claim from Allstate Insurance as subrogee of Joanne Schaak in the amount of \$1,950.00 alleging damage to her roof and other property when a City tree fell on it during a storm.

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 Reappointment of Bernie Nillo to the Planning Commission – from Mayor Nagy.
(RESOLUTION)**

Background/Discussion – Planning Commissioner Bernie Nillo’s term will expire in December. Commissioner Nillo has requested a four year reappointment.

Attachment

Action - It is recommended that the City Council, by resolution, approve the reappointment of Bernie Nillo to the Planning Commission, for a term to expire on December 31, 2021.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING THE REAPPOINTMENT OF BERNIE
NILLO TO THE PLANNING COMMISSION

WHEREAS, Bernie Nillo, hereto appointed members of the Planning Commission, has a term expiring December 31, 2017; and

WHEREAS, the Mayor of the City of Newark has reappointed Bernie Nillo to said position on the Planning Commission for a term expiring December 31, 2021;

NOW, THEREFORE, BE IT RESOLVED that said appointment is hereby approved by the City Council of the City of Newark.



City of Newark

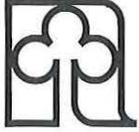
MEMO

DATE: October 30, 2017
TO: City Council
FROM: Sheila Harrington, City Clerk *S.H.*
SUBJECT: Approval of Audited Demands for the City Council Meeting of Nov. 09, 2017.

REGISTER OF AUDITED DEMANDS

US Bank General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
October 19, 2017	Page 1-2	112687 to 112744	Inclusive
October 27, 2017	Page 1-2	112745 to 112803	Inclusive



City of Newark

MEMO

DATE: October 30, 2017

TO: Sheila Harrington, City Clerk

FROM: Susie Woodstock, Administrative Services Director *SKW*

SUBJECT: Approval of Audited Demands for the City Council Meeting of
Nov. 09, 2017.

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

Final Disbursement List. Check Date 10/19/17, Due Date 10/30/17, Discount Date 10/30/17. Computer Checks.
 Bank_1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
112687	11539	ACCESS INFORMATION HOLDINGS, LLC.	10/19/17	70.00	SHREDDING SVCS
112688	10223	LEXISNEXIS RISK DATA MANAGEMENT INC	10/19/17	428.40	BACKGROUND CHECKS
112689	1774	AIRGAS USA, LLC	10/19/17	57.24	FLEET SUPPLIES
112690	3835	TREASURER OF ALAMEDA COUNTY PUBLIC WORKS	10/19/17	4,450.96	CIP #1066: ENTERPRISE DR. TESTING SERVIC
112691	344	ALAMEDA COUNTY WATER DISTRICT	10/19/17	1,640.22	CITY WATER USE
112692	5821	ALL CITY MANAGEMENT SERVICES, INC	10/19/17	3,878.10	CROSSING GUARD SVCS
112693	100	ARC DOCUMENT SOLUTIONS	10/19/17	9.44	NEWARK DAYS NO PARKING SIGNS
112694	348	AT&T	10/19/17	176.86	AT & T MONTHLY TELECOM
112695	9680	BAY CENTRAL PRINTING	10/19/17	191.34	BUSINESS CARD IMPRINTING
112696	11083	BURKE, WILLIAMS & SORENSEN, LLP	10/19/17	165.50	LITIGATION & LEGAL CONSULTING SRVCS
112697	10261	CARBONIC SERVICE	10/19/17	264.99	POOL CHEMICALS
112698	33	CENTRAL TOWING & TRANSPORT LLC	10/19/17	100.00	TOWING
112699	11413	CINDY K. HULL & ASSOCIATES FORENSIC CONS	10/19/17	1,490.50	LATENT PRINTS
112700	6304	CLASSIC GRAPHICS T & J LEWIS INC	10/19/17	1,092.01	FLEET SUPPLIES AND MAINT
112701	10650	SARA MOLINARES	10/19/17	50.00	CLEARANCE LETTER REFUND
112702	10649	FABIOLA VILLEGAS	10/19/17	400.00	APPLICATION REFUND
112703	10793	SALLY GANDARELA	10/19/17	300.00	RENTAL DEPOSIT REFUND
112704	10794	DUKE DE LEON	10/19/17	375.00	VIDEO RECORDING SERVICES
112705	11259	KATHRYN DENNIS	10/19/17	55.32	EXPENSE REIMBURSEMENT
112706	10642	FASTENAL COMPANY	10/19/17	18.01	SIGN RIVETS & MISC SUPPLY
112707	522	FEDEX	10/19/17	47.51	CIP #1114 SILLIMAN CENTER IMPROVEMENT, F
112708	5106	CITY OF FREMONT REVENUE DIVISION	10/19/17	341.68	SHARED TRAFFIC SIGNAL COSTS
112709	313	FREMONT URGENT CARE CENTER	10/19/17	1,259.00	PRE-EMPLOYMENT/DOT PHYSICALS
112710	2215	FREMONT WHEEL & BRAKE	10/19/17	1,104.60	FLEET MAINTENANCE
112711	10983	G BORTOLOTO & CO INC	10/19/17	670,778.94	FY17-18 CIP #1066: ENTERPRISE DR REHAB P
112712	1165	LAURIE GEBHARD	10/19/17	353.21	EXPENSE REIMBURSEMENT
112713	167	HARRIS COMPUTER SYSTEMS	10/19/17	4,298.52	UNIDATA, SBR, PORT LICENSE, ODBC-DEC 2017-D
112714	9614	ICLEI - LOCAL GOVERNMENT FOR SUSTAINABIL	10/19/17	600.00	ICLEI MEMBERSHIP FOR CY2018
112715	524	JOHNSON ROBERTS & ASSOCIATES	10/19/17	90.00	BACKGROUND INV QUESTIONNAIRES
112716	11494	KANEN TOURS, INC.	10/19/17	4,960.00	SF FLEET WEEK 10/08/17
112717	6786	STACEY KENISON	10/19/17	49.16	EXPENSE REIMBURSEMENT
112718	11246	LOOMIS ARMORED	10/19/17	275.54	ARMORED CAR SERVICE
112719	4060	STEVE MARINO	10/19/17	250.00	EXPENSE REIMBURSEMENT
112720	10907	MICHAEL YORKS	10/19/17	1,650.00	BACKGROUND INVESTIGATIONS
112721	11357	MISSION UNIFORM SERVICE	10/19/17	1,404.76	UNIFORMS, MATS, AND TOWELS
112722	10865	NEW IMAGE LANDSCAPE	10/19/17	13,973.00	LANDSCAPE MAINTENANCE
112723	325	NEWARK UNIFIED SCHOOL DISTRICT CHILD NUT	10/19/17	160.00	LUNCH FOR VIOLA BLYTHE VOLUNTEERS
112724	11272	NICHOLAS CUEVAS	10/19/17	32.18	EXPENSE REIMBURSEMENT
112725	327	OCCU-MED LTD	10/19/17	60.00	PRE-EMPLOYMENT PHYSICALS
112726	349	PACIFIC GAS & ELECTRIC	10/19/17	61,599.45	CITY ELECTRIC & GAS
112727	11322	PAPA JOHNS PIZZA	10/19/17	397.09	FOOD FOR THE CAFE
112728	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	10/19/17	142.00	PEST CONTROL
112729	4346	QUALITY SIGN & BANNER	10/19/17	107.88	PROJECT 1151 PATROL WORK STATION UPGRADE
112730	9811	REDFLEX TRAFFIC SYSTEMS	10/19/17	18,800.00	REDLIGHT CAMERA MONITORING
112731	7885	RENNE SLOAN HOLTZMAN SAKAI PUBLIC LAW GR	10/19/17	1,483.50	LEGAL ADVICE FEES
112732	9547	ROSAS BROTHERS CONSTRUCTION	10/19/17	12,929.02	DRIVEWAY ADDITIONS CONTRACTOR WORK FOR J
112733	11347	CITY & COUNTY OF SAN FRANCISCO (CCSF) TR	10/19/17	1,000.00	PATROL POST TRAINING
112734	112	WILLE ELECTRICAL SUPPLY CO INC	10/19/17	1,034.85	LIGHT BULBS
112735	377	SIMON & COMPANY INC	10/19/17	1,879.58	LEGISLATIVE SERVICES
112736	11533	ST. FRANCIS ELECTRIC. LLC.	10/19/17	6,859.95	STREETLIGHT MAINTENANCE
112737	503	STANDARD INSURANCE COMPANY	10/19/17	687.07	EMPLOYEE LIFE INSURANCE AND AD&D COVERAG

Final Disbursement List. Check Date 10/19/17, Due Date 10/30/17, Discount Date 10/30/17. Computer Checks.
 Bank: 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
112738	11142	SUN RIDGE SYSTEMS INC	10/19/17	3,180.00	RIMS CONFERENCE
112739	11175	SUPPORT WAREHOUSE LTD	10/19/17	3,449.00	1 YEAR HARDWARE SUPPORT FOR 7 HP SERVERS
112740	1765	TEMPERATURE TECHNOLOGY INC.	10/19/17	717.75	HVAC REPAIR
112741	135	TURF & INDUSTRIAL EQUIPMENT CO	10/19/17	104.66	FLEET PARTS AND MAINT
112742	5246	TURF STAR INC	10/19/17	494.85	FLEET PARTS
112743	5050	WEST COAST ARBORISTS INC	10/19/17	68,541.68	PROJECT 1119C STREET TREE MAINT
112744	3245	ZUMAR INDUSTRIES INC	10/19/17	2,781.66	PROJECT 1173 STREET SIGNS
Total				903,091.98	

Final Disbursement List. Check Date 10/27/17, Due Date 11/06/17, Discount Date 11/06/17. Computer Checks.
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
112745	10736	ABACUS PRODUCTS INC	10/27/17	721.77	CITY LETTERHEAD/ENVELOPES
112746	149	ASSOCIATION OF BAY AREA GOVERNMENTS	10/27/17	577.00	DEDUCTIBLE COSTS
112747	11094	ACME AUTO LEASING, LLC	10/27/17	1,909.44	ARMORED RESCUE VEH LEASE
112748	332	ADAMSON POLICE PRODUCTS	10/27/17	1,811.88	OFCR UNIFORM PURCHASE
112749	413	AIR EXCHANGE INC	10/27/17	468.05	PLYMOVENT REPAIRS
112750	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	10/27/17	714,685.34	FIRE SERVICES
112751	3853	COUNTY OF ALAMEDA INTERNAL AUDIT UNIT RI	10/27/17	1,750.50	CITATION PROCESSING FEES - SEPT'17
112752	287	ALAMEDA COUNTY SHERIFF'S OFFICE GREGORY	10/27/17	93.25	CRIME LAB FEES
112753	284	INFORMATION TECHNOLOGY DEPARTMENT ATTN:	10/27/17	3,463.55	AWS ACCESS FEES
112754	5821	ALL CITY MANAGEMENT SERVICES, INC	10/27/17	3,850.20	CROSSING GUARD SVCS
112755	100	ARC DOCUMENT SOLUTIONS	10/27/17	415.13	CIP #1114 SILLIMAN AQUATIC CENTER IMPROV
112756	11445	ASPEN ENVIRONMENTAL GROUP	10/27/17	480.00	PROFESSIONAL SRVCS
112757	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	10/27/17	240.77	FLEET SUPPLIES
112758	4534	BAY AREA BARRICADE SERVICE INC	10/27/17	807.65	VESTS
112759	7275	PETER BEIREIS	10/27/17	339.80	EXPENSE REIMBURSEMENT
112760	3681	MATT BREEN	10/27/17	225.05	EXPENSE REIMBURSEMENT
112761	10762	CALIFORNIA BUILDING STANDARDS COMMISSION	10/27/17	1,515.60	BUILDING STANDARDS FEES
112762	744	CALIFORNIA DEPARTMENT OF CONSERVATION DI	10/27/17	6,579.50	STRONG MOTION/SEISMIC MAPPING FEES
112763	11541	CEL CONSULTING, INC.	10/27/17	6,077.23	FY17-18 PLAN CHECK SERVICES
112764	458	CHEVRON AND TEXACO BUSINESS CARD SERVICE	10/27/17	522.12	FUEL
112765	11498	CINDY CHIEN	10/27/17	4.82	EXPENSE REIMBURSEMENT
112766	10649	LEWIS AND TIBBITTS INC	10/27/17	1,000.00	PERFORMANCE BOND RTN EP# 2016-0296
112767	10793	STANTON ELEMENTARY SCHOOL	10/27/17	50.00	RENTAL DEPOSIT REFUND Reinstated from cl
112768	10793	VIVIAN DELEON	10/27/17	19.51	RENTAL DEPOSIT REFUND
112769	9511	DWYS LLC DBA RENAISSANCE TOTS, LLC ATTN	10/27/17	690.50	RECREATION CONTRACT
112770	11166	ELESCO	10/27/17	787.50	PREVENTATIVE MAINT VISITS
112771	310	EQUIFAX INFORMATION SVCS LLC	10/27/17	50.84	CREDIT BUREAU REPORTS
112772	10642	FASTENAL COMPANY	10/27/17	153.60	MISC PARK SUPPLIES
112773	9338	FOSTER CITY, CITY OF JOHN CASTANHA	10/27/17	7,962.00	BAERS ANNUAL MEMBERSHIP
112774	7351	KARL FREDSTROM	10/27/17	641.40	EXPENSE REIMBURSEMENT
112775	8762	GHA TECHNOLOGIES INC	10/27/17	333.64	INK CARTRIDGES FOR HP COLOR PLOTTER
112776	11443	HIROSHI ICHIMURA	10/27/17	699.60	RECREATION CONTRACT
112777	10749	JACK JAMES TOW INC	10/27/17	60.00	TOWS
112778	7897	PAULA JONES	10/27/17	696.22	EXPENSE REIMBURSEMENT
112779	11025	ETHAN KATZ	10/27/17	2,863.35	ADPP - 10/17
112780	6690	KELLY MOORE PAINTS	10/27/17	114.45	BUILDING MAINT PAINT
112781	7964	KNORR SYSTEMS INC	10/27/17	4,495.36	POOL CHEMICALS AND MAINTENANCE
112782	293	LANGUAGE LINE SERVICES INC	10/27/17	338.63	INTERPRETATION SVCS
112783	7189	LINCOLN EQUIPMENT INC	10/27/17	1,230.61	POOL SUPPLIES
112784	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	10/27/17	391.84	EMPLOYEE ASSISTANCE PROGRAM
112785	11455	NATIONAL DATA & SURVEYING SERVICES, INC.	10/27/17	570.00	CIP PROJECT #1160 TRAFFIC CALMING, TRAFF
112786	349	PACIFIC GAS & ELECTRIC	10/27/17	18,001.61	STREETLIGHTS AND TRAFFIC SIGNALS
112787	11322	PAPA JOHNS PIZZA	10/27/17	414.66	FOOD FOR THE CAFE
112788	7885	RENNE SLOAN HOLTZMAN SAKAI PUBLIC LAW GR	10/27/17	476.00	LEGAL ADVICE FEES
112789	11476	MEGHA SALPEKAR	10/27/17	549.50	RECREATION CONTRACT
112790	4418	SMITH & SONS ELECTRICAL CONTRACTORS INC	10/27/17	6,564.85	PROJECTS 1144 HVAC & 1129 BUILDING UPGRA
112791	40	STAPLES ADVANTAGE DEPT LA	10/27/17	1,966.31	OFFICE SUPPLIES
112792	197	CALIFORNIA DEPARTMENT OF TAX AND FEE ADM	10/27/17	1,055.11	UST FEE
112793	11560	THE FITNESS ARMORY INC.	10/27/17	1,281.05	GYM EQUIPMENT
112794	10263	TRACKER SOFTWARE CORP	10/27/17	3,677.00	PUBWORKS SOFTWARE SERVICE FEES 10/01/17-
112795	5246	TURF STAR INC	10/27/17	1,073.57	EQUIPMENT PURCHASE

Final Disbursement List. Check Date 10/27/17, Due Date 11/06/17, Discount Date 11/06/17. Computer Checks.
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
112796	7517	U S FOODS INC SAN FRANCISCO	10/27/17	1,297.96	FOOD FOR THE CAFE
112797	5623	VERIZON WIRELESS	10/27/17	418.11	WIRELESS SERVICE FOR IPADS
112798	339	WASHINGTON HOSPITAL GENERAL ACCOUNTING	10/27/17	100.00	LAB TESTS
112799	10822	WEE HOOP INC C/O DINAH SHAH	10/27/17	1,003.50	RECREATION CONTRACT
112800	10470	WESTERN TRUCK FAB INC	10/27/17	24,085.79	2017-8 FABRICATION OF TWO DUMP TRUCKS
112801	340	WITMER-TYSON IMPORTS	10/27/17	650.00	K9 TRAINING/SUPPLIES
112802	11466	YORK RISK SERVICES GROUP ATTN: CLIENT TR	10/27/17	11,487.32	WORKERS' COMPENSATION CLAIMS #NEWAR-1024
112803	11466	YORK	10/27/17	2,955.08	WORKERS' COMPENSATION ADMINISTRATION FEE
Total				846,745.12	

**M.1 Conference with Legal Counsel – Anticipated Litigation
Government Code Section 54956.9(d)(4) (Initiation of Litigation)
Number of Potential Cases: 2**

Background/Discussion – The City Attorney has requested that the City Council convene in closed session pursuant to Government Code Section 54956.9(d)(4).

**M.2 Conference with Labor Negotiator
Government Code Section 54957.6
Agency Designated Representative: Mayor Nagy
Unrepresented employee: City Attorney**

Background/Discussion – A closed session has been scheduled pursuant to Government Code Section 54957.6.