

CITY OF NEWARK CITY COUNCIL

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

AGENDA

Thursday, October 11, 2018

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

- A. ROLL CALL
- B. MINUTES
 - B.1 Approval of Minutes of the City Council meeting of September 27, 2018.

 (MOTION)
- C. PRESENTATIONS AND PROCLAMATIONS
 - C.1 Proclaiming October as National Domestic Violence Awareness Month.

 (PROCLAMATION)
 - C.2 Presentation on the Newark Library.

(PRESENTATION)

- D. WRITTEN COMMUNICATIONS
- E. PUBLIC HEARINGS
 - E.1 Public Hearing to introduce an ordinance amending Newark Municipal Code Chapter 6.32 ("Regulations Domestic Animals"), to modify the number of bantam chickens that can be kept as pets and to make other changes to clarify and update this section from Assistant City Manager Grindall. (ORDINANCE)
- F. CITY MANAGER REPORT

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

CONSENT

F.1 Approval of the Final Map and Subdivision Improvement Agreement for Tract 8099 – Bridgeway Phase I (Lennar Homes of California, Inc.), a 333-unit residential subdivision within the Bayside Newark Specific Plan project area – from Senior Civil Engineer Cangco. (RESOLUTION)

- G. CITY ATTORNEY REPORTS
- H. ECONOMIC DEVELOPMENT CORPORATION
- I. CITY COUNCIL MATTERS
- J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
- K. ORAL COMMUNICATIONS
- L. APPROPRIATIONS

Approval of Audited Demands.

(MOTION)

- M. CLOSED SESSION
- N. ADJOURNMENT

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

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



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AGENDA

Thursday, October 11, 2018

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

CITY COUNCIL:

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

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:

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

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 <u>not</u> on the agenda during *Oral* Communications. To address the Council, please seek the recognition of the Mayor by raising your hand. Once recognized, come forward to the lectern and you may, but you are not required to, state your name and address for the record. Public comments are limited to five (5) minutes per speaker, subject to adjustment by the Mayor. Matters brought before the Council which require an action may be either referred to staff or placed on a future Council agenda.

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



CITY OF NEWARK CITY COUNCIL

37101 Newar kBoulevard, Newark, CA 9 560-37 96 50 -58-42 6 • E-mail: city. derk@newark.org

Minutes

Thursday, September 27, 2018

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

A. ROLL CALL

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

B. MINUTES

B.1 Approval of Minutes of the City Council meeting of September 13, 2018. MOTION APPROVED

Vice Mayor Hannon moved, Council Member Freitas seconded, to approve the Minutes of the regular City Council meeting. The motion passed, 4 AYES, 1 ABSENT.

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Introduction of employees.

Mayor Nagy introduced Administrative Support Specialist II Jessennia Taimani, Junior Engineer Christine Chou, and Information Systems Technician Claude Hill.

C.2 Presentation on Urban Shield.

Newark Police Department Lieutenant Jolie Macias gave a presentation on Urban Shield. Presentation on file with the City Clerk.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORT

Mr. Lemos requested the removal of item F.4 for separate consideration.

Vice Mayor Hannon moved, Council Member Bucci seconded, to approve Consent Calendar Items F.1 through F.3, that the resolutions and ordinance be numbered consecutively, and that reading of the titles suffice for adoption. The motion passed, 4 AYES, 1 ABSENT.

CONSENT

- F.1 Second reading and adoption of an Ordinance repealing and replacing Chapter 2.09 of the Newark Municipal Code ("City Councilmembers— Salaries") to increase the salaries of City Councilmembers and Mayor by ten percent (10%) and to increase the health and welfare benefits of City Councilmembers and Mayor to be equivalent with benefits offered to City employees under the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group.

 ORDINANCE NO. 507
- F.2 Amendment to the Conflict of Interest Code for Nonelected Officials and Designated Employees. RESOLUTION NO. 10844
- F.3 Authorization for the purchase of a replacement speed trailer with license plate recognition features, and declaration of PIPS Technology, a subsidiary of Neology, as the single source vendor. RESOLUTION NO. 10845

NONCONSENT

F.4 Approval of the Final Map, Subdivision Improvement Agreement, and waiver to allow up to ten percent relief of required setbacks for Tract 8418 – Sanctuary Village 2 (Arroyo Cap III, LLC), a 108-unit residential subdivision in General Plan Area 3 at the intersection of Cherry Street and Stevenson Boulevard.

RESOLUTION NO. 10846 – 10847 CONTRACT NO. 18035

Mr. Lemos stated that the development along Cedar Boulevard caused traffic issues and expressed concern that this would occur on Cherry Street too. He suggested delaying this approval until the public improvements were completed along Cedar Boulevard.

Vice Mayor Hannon moved, Council Member Bucci seconded to by resolution, approve: 1) the Final Map and Subdivision Improvement Agreement for Tract 8418 – Sanctuary Village 2, a 108-unit residential subdivision in General Plan Area 3 at the intersection of Cherry Street and Stevenson Boulevard; and 2) W2018-006, a waiver request to allow up

to 10% relief from dimensional requirements of required setbacks for Tract 8418 – Sanctuary Village 2. The motion passed 4 AYES, 1 ABSENT.

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

Mayor Nagy complimented the organizers of the Newark Days celebration. He thanked Laurie Gebhard for her work on the City Council float.

Council Member Freitas thanked City Manager Becker for addressing the issues that he brought up under Council Matters at the last meeting.

Council Member Bucci stated that Senator Wieckowski honored Pat Danielson with the Unity Award.

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

K. ORAL COMMUNICATIONS

Mr. Lemos presented pictures of sidewalks that he thought needed maintenance and noted the difficulties they may cause handicapped residents.

Vice Mayor Hannon noted that it is the property owner's responsibility to keep the sidewalk clear of any encroachments from their property. He stated that citizens could report these issues to the Community Preservation Specialist.

L. APPROPRIATIONS

Approval of Audited Demands.

MOTION APPROVED

City Clerk Harrington read the Register of Audited Demands: Check numbers 115683 to 115750.

Council Member Freitas moved, Vice Mayor Hannon seconded, to approve the Register of Audited Demands. The motion passed, 4 AYES, 1 ABSENT.

M. CLOSED SESSION

M.1 Closed session pursuant to Government Code Section 54957 Public Employment

Title: City Manager

At 8:18 p.m. the City Council recessed to a closed session.

Council Member Collazo arrived at this time.

At 8:30 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

Mayor Nagy adjourned the meeting at 9:08 p.m.

C.1 Proclaiming October as National Domestic Violence Awareness Month. (PROCLAMATION)

Background/Discussion – October is National Domestic Violence Awareness Month. A proclamation has been prepared and members of Shelter Against Violent Environments (SAVE) will accept it at the City Council meeting.

C.2 Presentation on the Newark Library.

(PRESENTATION)

Background/Discussion – Branch Manager Joe Stoner will provide a report at the City Council meeting covering statistics and special programs at the Newark Library.

E.1 Public Hearing to introduce an ordinance amending Newark Municipal Code Chapter 6.32 ("Regulations - Domestic Animals"), to modify the number of bantam chickens that can be kept as pets and to make other changes to clarify and update this section - from Assistant City Manager Grindall. (ORDINANCE)

Background/Discussion - Newark Municipal Code Section 6.32.010 (Domestic Pets – Animal Fanciers Permit Required When) governs the type and number of animals that can be kept as pets without an Animal Fanciers Permit. The code sets a limit of five animals with a maximum of four chickens and two of each species of all other animals within that limit. It also indicates the types of animals that can be kept as pets.

A resident has requested that the number of bantam chickens that can be kept as pets on residential property be increased from the four allowed generally for chickens. A bantam chicken is a smaller species of chicken that can be expected to have a lower impact on neighbors than typical chickens. In reviewing this potential change, staff discovered that the existing code had numerous antiquated and confusing references.

The Domestic Animals section of the Municipal Code should be updated to allow a total of 10 animals, with per species limit of eight (8) bantam chickens, four (4) typical chickens, three (3) cats or dogs and two (2) of all other pet species.

The list of defined pets should be also updated to remove some inappropriate specificity and to remove gophers as a defined pet.

It should be noted that exceeding the number of animals could still be permitted if an Animal Fanciers Permit was secured. In all cases the keeping of an animal as a pet requires that they are provided food, care, and sanitary facilities, and that they do not constitute a nuisance.

Attachments

Action - Staff recommends that the City Council introduce an ordinance amending Title 6 Animals, Chapter 6.32 Regulations – Domestic Animals, Section 6.32.010 Domestic Pets – Animal Fanciers Permit Required When of the Newark Municipal Code.

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING TITLE 6 ANIMALS, CHAPTER 6.32 REGULATIONS – DOMESTIC ANIMALS, SECTION 6.32.010 DOMESTIC PETS – ANIMAL FANCIERS PERMIT REQUIRED WHEN OF THE NEWARK MUNICIPAL CODE

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

<u>Section 1:</u> Section 6.32.010 (Domestic Pets – Animal Fanciers Permit Required When) of Chapter 6.32 (Regulations – Domestic Animals) of the Newark Municipal Code is hereby amended as follows. Text in <u>strikeout</u> denotes deletions while text in <u>red</u> denotes insertions.

6.32.010 - Domestic Pets—Animal fancier's permit required when.

The following numbers of animals, regardless of age, shall be considered household pets and may be kept on any parcel used primarily for residential purposes, subject to the following limitations:

- A. An animal fancier's permit shall be obtained for:
 - 1. Any rooster;
 - 2. More than two rabbits, or more than four hen chickens, or more than eight bantam chickens, or more than three cats or more than three dogs, or more than two geese, or more than two ducks, or more than two dogs, or more than two cats of or any other pet species.
 - 3. More than a combination of five ten such animals, provided the numbertwo-of-specie maximum is not exceeded, shall not be permitted. A maximum of four-of-specie shall apply to hen chickens.
- B. The issue born of such animals which increases the total number upon the premises beyond the numbers permitted shall be removed from the parcel not later than six weeks from weaning.
- C. Other animals which are neither exotic animals nor such animals as specified in this section, such as mice (domestic), rats (domestic), gophers, king-snakes, rabbits, guinea pigs, turtles, tropical-fish ducks, geese, or other canaries or birds of the Psittacine family, and other similar animals commonly kept as household pets, may be kept upon any parcel in any zoning district where the principal use upon the parcel is residential use, so long as such animals do not constitute a nuisance and are afforded food, care and sanitary facilities.

<u>Section 2:</u> 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.

<u>Section 3:</u> 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.

F.1 Approval of the Final Map and Subdivision Improvement Agreement for Tract 8099 – Bridgeway Phase I (Lennar Homes of California, Inc.), a 333-unit residential subdivision within the Bayside Newark Specific Plan project area – from Senior Civil Engineer Cangco. (RESOLUTION)

Background/Discussion – On February 25, 2016, the City Council approved Vesting Tentative Tract Map 8099 for a 589-unit residential subdivision within the Bayside Newark Specific Plan project area (formerly known as the "Dumbarton Transit-Oriented Development"). The project is proposed to be built in three phases with Tract 8099 being the first of the three phases. The first phase Final Map, Tract 8099, is for a 333-unit residential subdivision. The developer, Lennar Homes of California, Inc., has submitted the required fees, bonds, and other documents for approval of the Final Map for Tract 8099.

The Final Map dedicates public street rights-of-way for Seawind Way, Headlands Avenue, and Bay Breeze Street. The developer has executed a Subdivision Improvement Agreement and has posted a Performance Bond in the amount of \$9,608,000 and a Materials Bond in the amount of \$4,804,000. The bonds will guarantee construction of the new public streets, private streets internal to the subdivision, and public improvements on Hickory Street.

The Final Map for Tract 8099 has been reviewed and found to be in conformance with Vesting Tentative Tract Map 8099 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.

The estimated annual maintenance of the street improvements associated with Tract 8099 is \$11,600 for street sweeping and pavement maintenance. The street lights and landscaping along the new public streets and Hickory Street will be maintained by Landscaping and Lighting District No. 19 and the Homeowners Association.

Attachment

Action – It is recommended that the City Council, by resolution, approve the Final Map and Subdivision Improvement Agreement for Tract 8099 – Bridgeway Phase I (Lennar Homes of California, Inc.), a 333-unit residential subdivision within the Bayside Newark Specific Plan project area.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 8099 – BRIDGEWAY PHASE I (LENNAR HOMES OF CALIFORNIA, INC.), A 333-UNIT RESIDENTIAL SUBDIVISION WITHIN THE BAYSIDE NEWARK SPECIFIC PLAN PROJECT AREA

WHEREAS, on February 25, 2016, the City Council of the City of Newark approved Resolution No. 10,463 a Vesting Tentative Tract Map 8099 for a 589-unit residential subdivision on an approximately 41-acre project site within the Bayside Newark Specific Plan Project Area (formerly known as the "Dumbarton Transit-Oriented Development");

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 8099, City of Newark, County of Alameda, State of California, and that the Mayor is authorized and hereby directed to execute an agreement between the City of Newark and Lennar Homes of California, Inc., for the improvements of said tract.

BE IT FURTHER RESOLVED that the City Council does hereby accept, subject to improvement, 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 8099.

BE IT FURTHER RESOLVED that the City Council does hereby approve the Performance Bond in the amount of \$9,608,000 and the Materials Bond in the amount of \$4,804,000 posted by the developer to secure the installation of improvements in accordance with the plans and specifications and the Subdivision Improvement Agreement.

BE IT FURTHER RESOLVED that the recording of the final map and final approval for the start of construction activity for Tract 8099, including issuance of all related construction permits, shall be at the discretion of the City Engineer.

OWNER'S STATEMENT

WE, THE UNDERSIGNED, LENNAR HOMES OF CALFORNIA, INC., A CALFORNIA CORPORATION DO HEREBY STATE THAT WE ARE THE OWNERS OF THE CHAIN DELIBERATED WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREIN EMBODED MAP; ENTITLE "THAT IS OF THE FORD MEMODED MAP; ENTITLE "THAT IS OF THE TOT OR NEWBARK, ALMADEA COUNTY, CALFORNIA, CONSISTING OF TRENT ONE (21) SHETIS, THIS STATEMENT BONG UPON SHEET ONE (1) THEREOF; THAT WE ACCURATE THE TO SAD LAND BY WRITE OF THAT GRANT DEED RECORDED DECUBBER 9, 2016 AS INSTRUMENT NO. 2016.221535, OFFICIAL RECORDS OF LAMEDA COUNTY; THAT WE ARE THE ONLY PERSONS HHOSE CONSENT IS NECESSARY TO PASS A CLEAR THE TO SAD REAL PROPERTY; AND THAT WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS

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

THE AREAS DESIGNATED AS SEAWIND WAY, HEADLANDS AVENUE, AND BAY BREEZE STREET.

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

- WE HEREBY DEDICATE AN EASEMENT FOR PUBLIC UTILITY PURPOSES. THE AREAS OVER, UNDER AND UPON THOSE THE PERSON THE PROPERTY OF LAND DESCRIPTION FOR SHEET OF SHEET OF LAND DESCRIPTION AND MAINTENANCE OF APPLICABLE STRUCTURES AND APPURITMANCES THERETO, CONSTRUCTION, OPERATION AND MAINTENANCE OF APPURITMENT SHOULDING BUT NOT LIMITED TO SANTARY SEMES, WATER, ELECTRICAL, GAS AND COMMUNICATION FACILITIES.
 SAID AREAS OR STRIPS OF LIND, ARE TO BE KEPT OPEN AND PREE FROM BULDINGS AND STRUCTURES OF ANY KIND, EXCEPT APPLICABLE UTILITY STRUCTURES AND APPURTENANCES THERETO, LAWFUL FENCES AND LAWFUL
- 2. WE ALSO HEREBY DEDICATE AN EASEMENT FOR EMERGENCY VEHICLE ACCESS PURPOSES, THE AREAS OVER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT) FOR THE PURPOSE OF INGRESS AND EGRESS OF EMERGENCY VEHICLES.
- 3. WE ALSO HEREBY DEDICATE AN EASEMENT FOR SANITARY SEWER PURPOSES, THE AREAS OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "SSE" (SANTARY SEWER EASEMENT)
 FOR THE PURPOSE OF CONSTRUCTION AND MAINTEANAGE OF APPLICABLE SANTARY SEWER LINES, STRUCTURES
 AND APPLICABLES SHITERETO, SAID AREAS OR STRIPS OF LAND ARE TO BE OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT SANITARY SEWER SYSTEMS AND APPURTENANCES THERETO.
- 4. WE ALSO HEREBY DEDICATE AN EASEMENT FOR STORM DRAINAGE PURPOSES, THE AREAS OVER, UNDER AND THE MEAN THREET I MEMBERS AND EXECUTION FOR STORM THE MEMBERS. THE AREAS OFFE, WINDER AND UPON THOSE CHAIN STRESS OF LAND DESIGNATED AND DELINEATED AS "SPEC (STORM DATAL ASSEMENT) FOR THE PURPOSES OF MORESS AND EXERS. CONSTRUCTION, AND MAINTENANCE OF STORM DRAINAGE FACULTIES INCLUDING STORM DRAIN LINES AND APPURITAMENTS THERETO.
- 5. WE ALSO HEREBY DEDICATE AN EASEMENT FOR WATER LINE PURPOSES, THE AREAS OVER, UNDER AND UPON THOSE CERTAIN STIRPS OF LAND DESCALATED AS DELINEATED AS "MEE" (WATER LINE EASEMENT FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF APPLICABLE WATER LINE STRUCTURES AND APPURTENANCES THERE TO, SAID AREAS OR STRIPS OF LAND ARE TO BE OPEN AND THEE FROM BUILDINGS AND STRUCTURES OF ANY KIND, DECEPT MATER LINE SYSTEMS AND APPURTENANCES THERE TO.
- 6. WE ALSO HEREBY DEDICATE AN EASEMENT TO THE PUBLIC FOREVER THE RIGHT TO CONSTRUCT, RECONSTRUCT, AND MANITAIN THE TRAILS INTENDED FOR PUBLIC ACCESS ON AND OVER THOSE CERTAIN STRPS OF LAND SHOWN UPON SAID MAP AS "TE" (TRAIL EXCENSIVE) TOOCHER WITH THE RIGHT OF INCRESS AND ECHESS OF THE PUBLIC FOR PEDESTRAIN USE OVER AND ALONG THE PUBLIC TRAIL THEREIN.
- 7. WE ALSO HERERY DEDUCATE AN EASEMENT FOR PURILIC PURPOSES ON AND OVER THOSE CERTAIN STRIPS OF IL AND DESIGNATED JAS "SE" (SOMEWALK EXPRENTI), FOR THE PURPOSES OF CONSTRUCTING EXPRINANCIAN RECONSTRUCTIVE, MAINTAINING, AND REPAIRING SAID FUBLIC SOCIALIS AND APPURTDIXANCE THERETO, DOCTHER WITH THE RIGHT OF THE RESEARCH AND EXPRENTIANCE OF THE PUBLIC FOR PEDESTRIAN USE OVER AND ALONG SAID PUBLIC.

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

WE ALSO HEREBY DECLARE AN EASEMENT FOR PRIVATE STORM DRAIN PURPOSES, THE AREAS OVER, UNDER, AND UPON THE ALSO HEREST DECLARE, AN EASEMENT FOR PRIVALE STORM DRAW PURPOSES, HE ARGAS OVER, UNDER, AND UPON MOSE CERTAIN STEPS OF LAND DESCONATIO. AND DELINEATIDE AS POSE! (PRIVATE STORM DRAWLAGE FACULTIES HE PURPOSES OF INGRESS AND EGRESS, CONSTRUCTION, AND MAINTENANCE OF PRIVATE STORM DRAWLAGE FACULTIES INCLUDING PRIVATE STORM DRAWLINES AND APPRITENANCES THERETO. SAD EASEMENT TO BE CONVEYED TO THE HOMEOWHERE ASSOCIATION OF THACT BODG BY SEPARATE INSTRUMENT SUBSCUENT TO THE FINAL MAP.

WE ALSO HEREBY OCCLARE THAT THE AREA DESIGNATED AS PARCEL A, IS RESERVED FOR THE PURPOSE OF PRIVATE CLUBHOUSE FACILITIES, MANTENANCE OF SAID PARCEL TO BE THE RESPONSIBILITY OF THE HOMEOWHERS ASSOCIATION, ALL IN ACCORDANCE WITH THE SUBDIVISION PESTRICTIONS COVERNING THIS PROJECT. SAID PARCEL TO BE CONVEYED TO THE HOMEOWHERS ASSOCIATION OF TRACT BOYS BY SEPARATE INSTRUMENT SUBSECUENT TO THE FILMED OF THIS

WE ALSO HEREBY DECLARE THAT THE AREA DESIGNATED AS PARCELS C & D. IS RESERVED FOR THE PURPOSE OF INSTALLATION, CONSTRUCTION, AND MAINTENANCE OF PRIVATE STORM DRAIN FACILITIES AND THEIR APPURTENANCES THERETO, SAID PARCEL IS TO BE KEPT OPEN AND FREE FROM ALL BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT REGISTRO, SHOW PARKET IS TO BE REFT LIFER AND PIREE TROWN ALL BULBERS AND STRUCTURES OF ANY KIND, EXCEPT REGISTRON STEEDS AND APPURENANCES REFERED, LAWRUL FERDESS AND ALL LAWRUL UNSUPPORTED OVERHANDS. THE MANTENANCE, REPAR AND/OR REFS. AS DETERMINED BY THE APPROPRIATE COMMANTS, COUNTINGS AND RESTRICTIONS GOVERNMEN TRACT 8099, SAD PARCEL TO BE CONVEYED TO THE HOMEOWHERS ASSOCIATION OF TRACT 8099 SUBSCUEDT TO THE FUND ON THIS MAP.

WE ALSO HEREBY DECLARE THAT THE STRIPS OF LAND DESIGNATED AS "PAE" (PRIVATE ACCESS EASEMENT) ARE RESERVED AS AN EASEMENT FOR THE PURPOSE OF PEDESTRIAN INCRESS AND ECRESS IN ACCORDANCE WITH THE DECLARATION OF COMPAINTS, CONDITIONS, AND RESTRICTIONS COVERINION TRACE BODS, SAID EASEMENTS ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC; IF THERE IS ANY CONFLICT BETWEEN THE LOCATION OF SAID EASEMENT AS SHOWN ON THIS MAP AND THE LOCATION OF THE EASEMENT AS DETRIED BY THE FENCES AND BUILDINGS ENLISHING THE EASEMENT AS DETRIED BY THE FENCES AND BUILDINGS ENLISHING THE EASEMENT AND THE PUBLIC PROPRED BY THE FENCES AND BUILDINGS ENLISHING WILL CANTON OF THE RESIDENCES. THE EASEMENT LOCATION OF THE RESIDENCES.

TRACT 8099

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA FOR CONDOMINIUM AND SINGLE FAMILY RESIDENTIAL PURPOSES CONSISTING OF 21 SHEETS

BEING A MERGER AND RESUBDIVISION OF PARCELS 1, 2, AND 3 AS SHOWN ON PARCEL MAP 10391 FILED IN BOOK 330 OF PARCEL MAPS, AT PAGES 63 & 64, ALAMEDA COUNTY RECORDS.

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS . SURVEYORS . PLANNERS SAN RAMON, CALIFORNIA

OCTOBER 2018

OWNER'S STATEMENT CONTINUED

WE ALSO HEREBY DECLARE THAT THE AREAS DESIGNATED AS PRIVATE STREETS: PARCEL L (CAPE BREEZE DRIVE & SEAFARER ROAD), PARCEL N (TALLSHIP WAY), PARCEL O (WINDROSE WAY), PARCEL P (RUDDER WAY), PARCEL D (SURCE WAY), PARCEL R (WHITESURF WAY), PARCEL S (WAVE COVE WAY), PARCEL T (MARVISTA WAY), PARCEL U (SAND DRIFT ROAD, VISTA COVE WAY, & SALT GRASS ROAD), PARCEL V (COURT 5), PARCEL W (COURT 4), PARCEL X (COURT 6), PARCEL Y (COURT 7). ROAD), PARCEL V (COURT 5), PARCEL W (COURT 4), PARCEL X (COURT 6), PARCEL Y (COURT 7),
PARCEL Z (COURT 9), PARCEL AM (COURT 8), PARCEL BM (COURT 10), PARCEL DM (COURT 12),
PARCEL EE (WANCEREST WAY), PARCEL FF (SUBF MAY), PARCEL CG (COURT 13), PARCEL HH (COCAN
PARK MAY, WARTHEMY, ROAD, COURT 11, & COURT 12), AND PARCEL CC (COURT 1) ARE RESERVED
FOR THE USE OF THE MOME CHAMIES AND RESDEMESS OF TRACT 8099 AND WISTORS OF THIS
SHALL BE CONNETED TO THE HOMEOWHERS ASSOCIATION OF TRACT 8099 SUBSEQUENT TO THE FILING OF THIS MAP, MAINTENANCE OF SAID PARCELS AND IMPROVEMENTS TO BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OF TRACT 8099.

WE ALSO HEREBY DECLARE THAT THE AREAS DESIGNATED AS PARCEL B, E, F, C, H, I, J AND K ARE FOR LANDSCAPING AND MALTH-USE TRAL PURPOSES TO BE FURTHER DETINED BY THE APPROPRIATE COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING TRACT 8099. SAID PARCELS TO BE CONVEYED TO THE HOMEOWHERS ASSOCIATION OF TRACT 8099 SUBSEQUENT TO THE FILING OF THIS

WE ALSO HEREBY DECLARE THAT PARCEL II, JJ, KK, LL, MM AND OO ARE TO BE RETAINED BY OWNER FOR FUTURE SUBDIVISION.

WE ALSO HEREBY STATE LOTS 234 THROUGH 247, INCLUSIVE, ARE FOR CONDOMINIUM PURPOSES.

WE ALSO HEREBY DECLARE THAT THE AREA DESIGNATED AS PARCEL NN, IS TO BE RETAINED BY OWNER AND CONVEYED TO STRATA SUBSEQUENT TO THE RECORDING OF THE FINAL MAP.

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

LENNAR HOMES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION

BY:	DATE:
NAME:	nne:
OWNER'S ACKNOWLED	GMENT

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.

COUNTY OF __

MY COMMISSION EXPIRES: ___

PROVED TO ME ON THE BASIS OF SATISFACTORY EMDENCE 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: ___

BENEFICIARY/ LENDER'S STATEMENT

THE UNDERSIGNED CORPORATION, AS BENEFICIARY UNDER THE DEED OF TRUST RECORDED ON DECEMBER 9, 2016 AS INSTRUMENT NO. 2016321537 AND ASSIGNED BY INSTRUMENT 2016321538 OF OFFICIAL RECORDS, ALAMEDA COUNTY, CALIFORNIA; DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNERS STATEMENT AND ALL DEDICATIONS SHOWN HEREIN

GOLDMAN SACHS BANK USA NAME: JOHN NIXON TITLE: VICE PRESIDENT

OF MAPS, AT PAGES____

IN ROOK

FEE: PD.

ALAMEDA, STATE OF CALIFORNIA.

BENEFICIARY/ LENDER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERFIES ONLY THE

ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.	
STATE OF SS.	,
COUNTY OF	
ON , BEFORE ME, , A NOTAR PERSONALLY APPEARED , WHO PROVED TO	Y PUBLIC,
PERSONALLY APPEARED, WHO PROVED TO	O ME ON THE
BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN	
AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT	
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE IF	
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	
COUNT I RECORDER 5 STATEMENT	
FILED FOR RECORD THIS DAY OF, 20, ATM.	47 D#

REQUEST OF CHICAGO TITLE COMPANY, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF

UNDER SERIES NO. __

STEVE MANNING

COUNTY RECORDER IN AND FOR THE COUNTY

OF ALAMEDA, STATE OF CALIFORNIA

DEPUTY COUNTY RECORDER

TRACT 8099

SHEET 1 OF 21

1496-050

TRACT 8099

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA FOR CONDOMINIUM AND SINGLE FAMILY RESIDENTIAL PURPOSES CONSISTING OF 21 SHEETS BEING A MERGER AND RESUBDIVISION OF PARCELS 1, 2, AND 3 AS SHOWN ON PARCEL MAP 10391 FILED IN BOOK 330 OF PARCEL MAPS, AT PAGES 63 & 64, ALAMEDA COUNTY RECORDS.

Carlson, Barbee & Gibson. Inc.

CIVIL ENGINEERS . SURVEYORS . PLANNERS SAN RAMON, CALIFORNIA OCTOBER 2018

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction, at the request of lennar homes of calforma, inc., a calforma coredration and is based upon a field survey performed by me or under my direction in July 2017, in conformance with the requirements of the subdivision map act and local ordinance, and is time and REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE, AND IS TRUE AND COMPLETE AS SHOWN, I HEREBY STATE THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY), THAT ALL MONUMENTS ARE OF THE CONARCETE AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECLUBER 2020 OR PRIOR TO THE ACCEPTANCE OF THE IMPROVEMENTS, AND THAT SAM MONUMENTS ARE, OR MILL BE SUPPRICENT TO ENABLE THE SURVEY TO BE RETRACED. THE GROSS AREA WITHIN THE TRACT IS 48.53% ACRES, MORE OR LESS.

MARK H. WEHBER, P.L.S. REGISTRATION EXPIRES: MARCH 31, 2020



SOILS REPORT

A PREI MINARY CENTECHNICAL EXPLORATION WAS PREPARED BY ENCED INCORPORATED. DATED JULY 29, 2016, PROJECT NO. 12004.001.000.

SIGNATURE OF OMMISSIONS

IN ACCORDANCE WITH SECTION 86436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING HOLDERS OF RIGHTS OF WAY OR EASEMENTS, WHICH CANNOT RIPEN INTO FEE,

- PACIFIC CAS AND ELECTRIC EASEMENT FOR ELECTRIC TRANSMISSION LINE AND FOR TELEPHONE AND TELEPHONE AND TELEPHONE AND TELEPHONE PACE TO THE PROPERTY OF THE BOOK 1988 OF DEEDS, PACE 231, ALAMEDA COUNTY RECORDS.

 EAST BAY DISCHARGE AUTHORITY, FOR WASTEWATER UNDERGROUND PIPES AND PIPELINES, RECORDED JULY 14, 1937, INSTRUMENT NO 78-1333889 REEL 5485, IMAGE 77, ALAMEDA COUNTY RECORDS.

CITY ENGINEER'S STATEMENT

1. 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 HEREBY STATE THAT I HAVE EXAMINED THE HEREIN EMBODIED FINAL MAP ENTITLED TRACT 8099", CITY OF NEWARK, ALMADA COUNTY, CALFÓNNA, CONSTRING OF TIMENTY ONE (21) SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF, THAT THE SUBDIVISION AS SHOWN UPON SAMO MAP IS SUBSTAINTALLY THE SAME AS SAUD SUBDIVISION APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND MAY APPROVED ALTERATION THEREOF, AND THAT ALL PROMISSIONS OF THE SUBDIVISION MAP CAT OF THE STATE OF CAUFFRINA, AND ANY LOCAL OKDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, MAVE BEEN COMPULD WITH.

IN	WINESS,	1 HAVE	HEREUNTO	SET	MY	HAND	THIS	DAY OF	, 201

SOREN FAJEAU, PE 66545 REGISTRATION EXPIRES: JUNE 30, 2020 CITY ENGINEER FOR THE CITY OF NEWARK COUNTY OF ALAMEDA, CALIFORNIA



I, MITCHELL L. MOUGHON, SPECIAL ASSISTANT FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE PURSUANT TO SECTION 66450(a)(4) OF THE GOVERNMENT CODE
THAT I HAVE EXAMINED THE HEREIN EMBODIED MAP ENTITLED "TRACT 8099". CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, CONSISTING OF TWENTY ONE (21) SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY

MITCHELL L. MOUGHON, RCE 29509 REGISTRATION EXPIRES: MARCH 31, 2019
SPECIAL ASSISTANT FOR THE CITY OF NE
COUNTY OF ALAMEDA, CALIFORNIA

IN WITHERS I HAVE HEREINTO SET MY HAND THIS



DAY OF

2018



CITY CLERK'S STATEMENT

I, SHEILA HARRINGTON, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF NEWARK, ALAMEDA COUNTY, STATE OF CALFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 8099", CITY OF NEWARK, ALAMEDA COUNTY, CALFORNIA, CONSISTING OF TWENTY ONE (21) SHEETS, THIS

N WINESS	WHENEUP, I H	IVE HEREUNIO :	SEIMT HAN) IHIS L	DAT UF		
SHFI A HAF	RRINGTON			DATE		_	

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

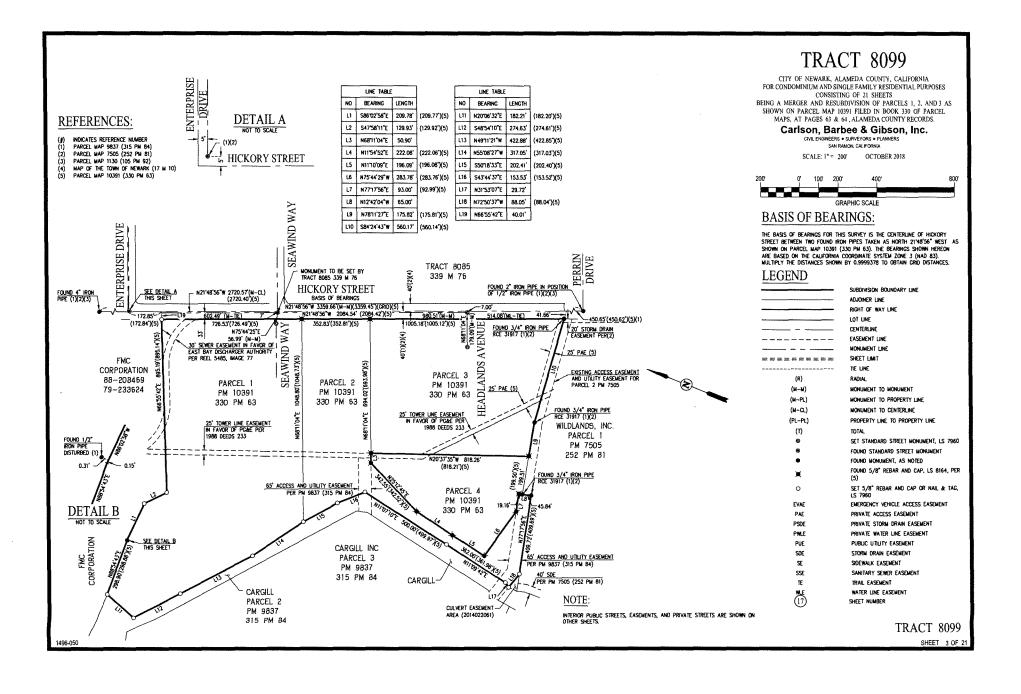
- AN APPROVED BOND HAS BEEN FILED WITH THE BOARD OF SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF \$
 STATE IN THE AMOUNT O
- ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER—TAX COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER—TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

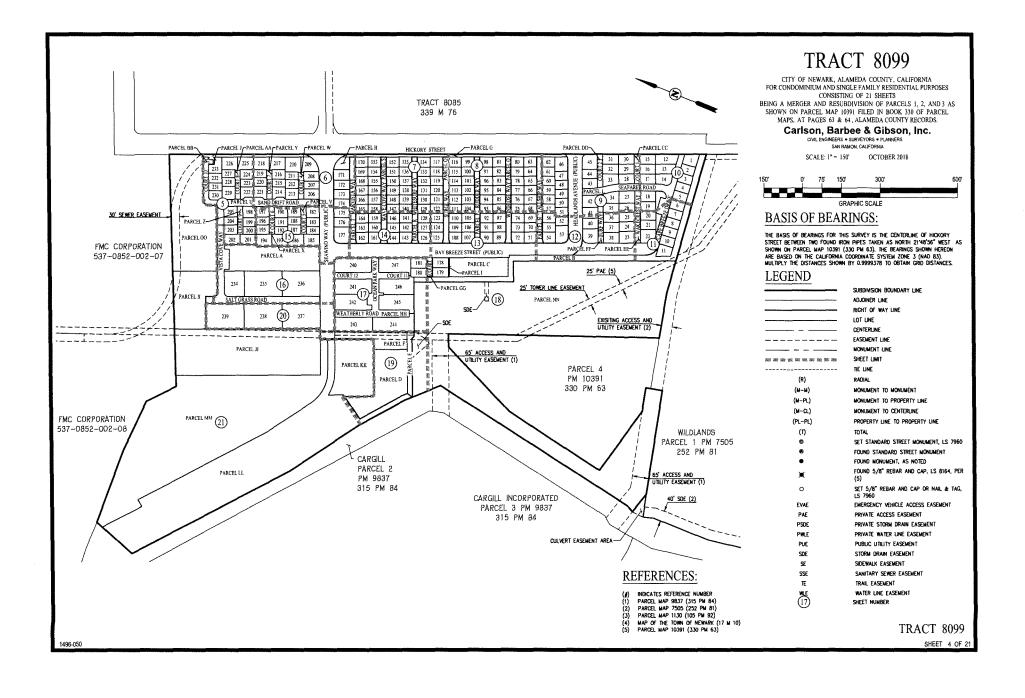
	WHEREOF,	I HAVE HEREUNTO	SET MY	HAND	THIS	 DAY OF	
20							

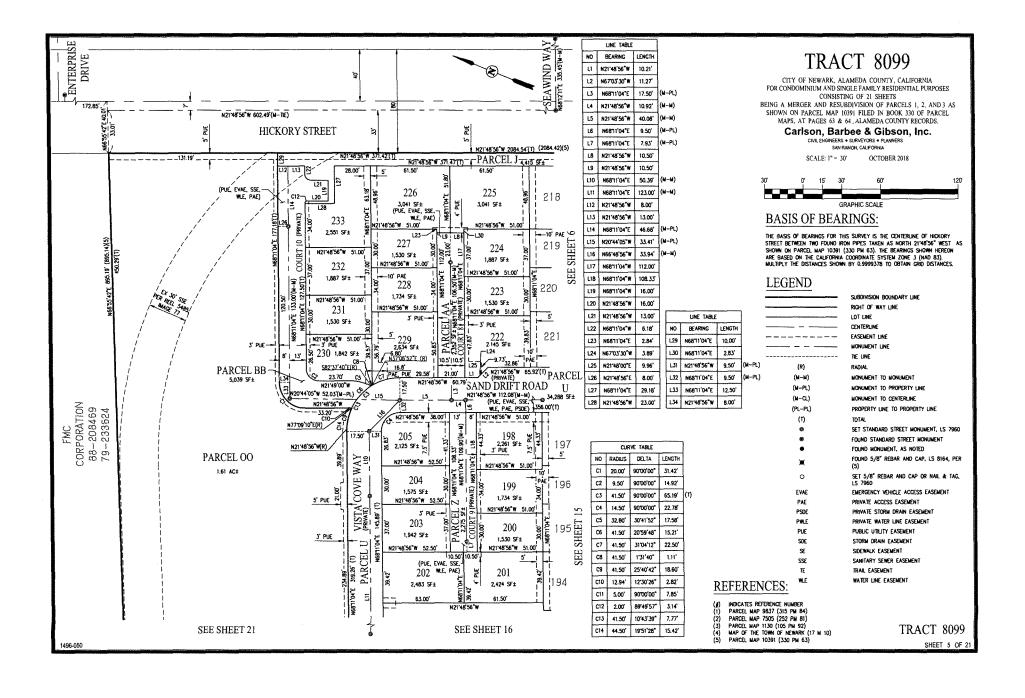
ANKA CAMPBELL—BELTON CLERK OF THE BOARD OF SUPERVISORS COUNTY OF ALAMEDA, STATE OF CAUFORNIA

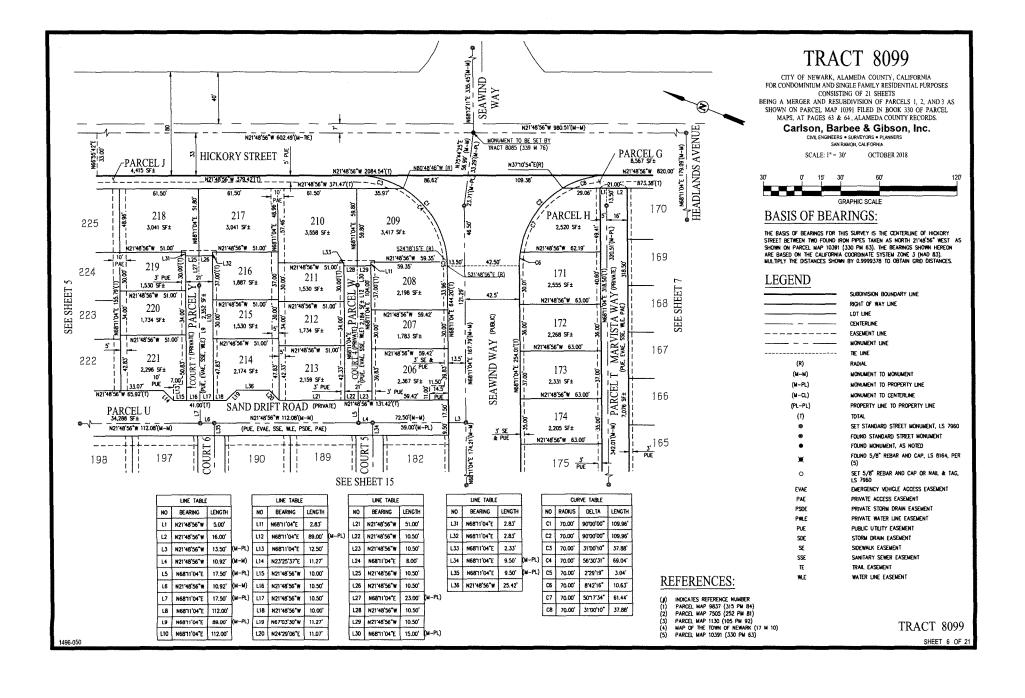
3Y:				
	DEPUTY	COUNTY	CLERK	

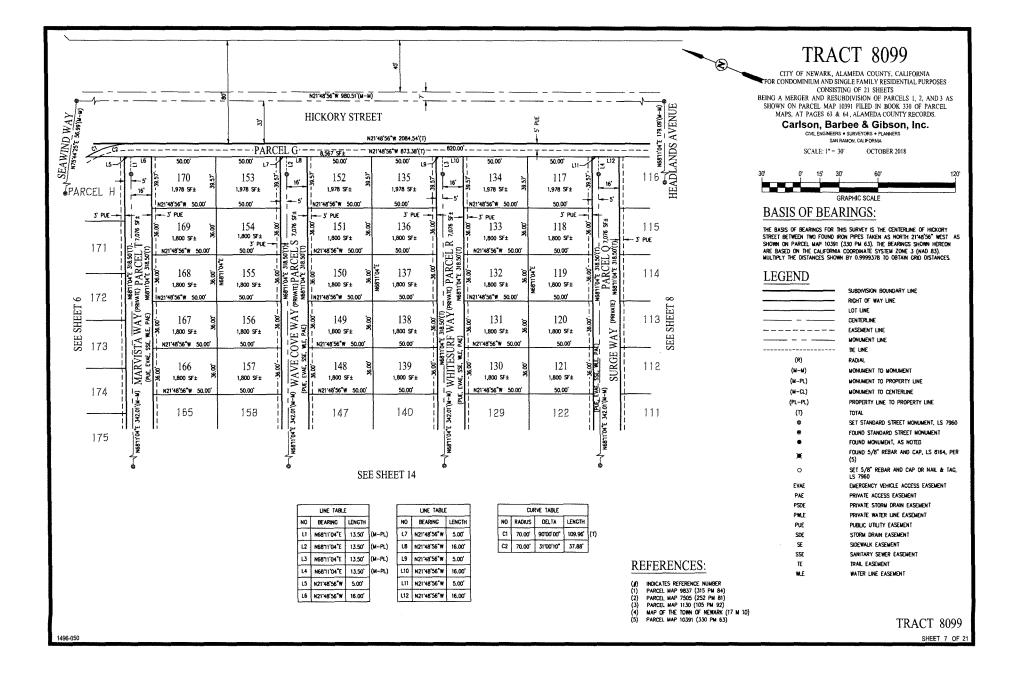
TRACT 8099

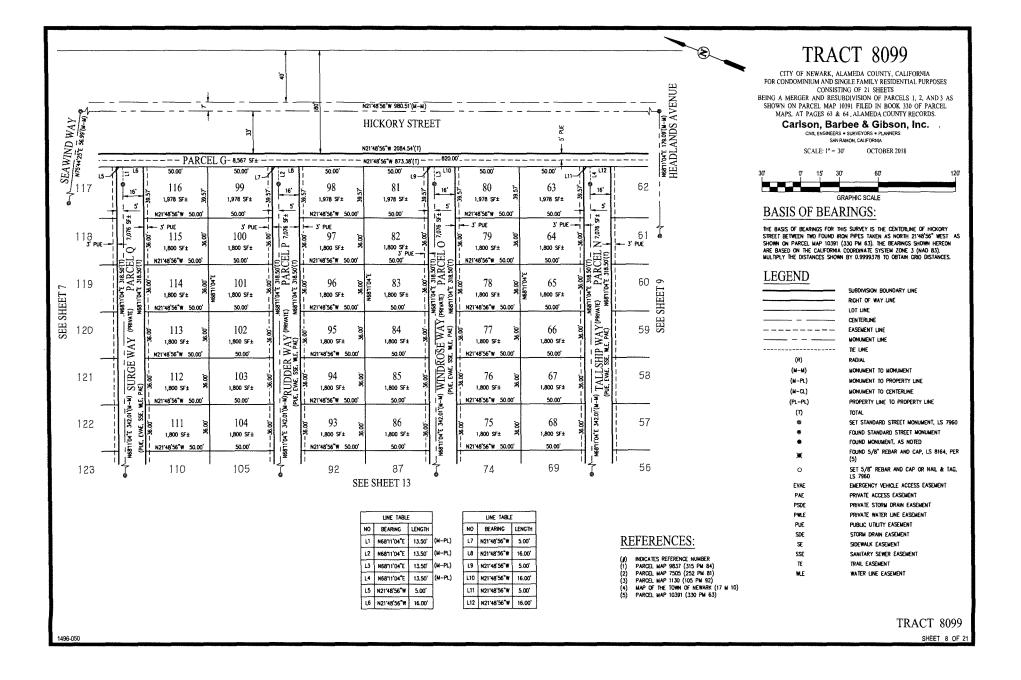


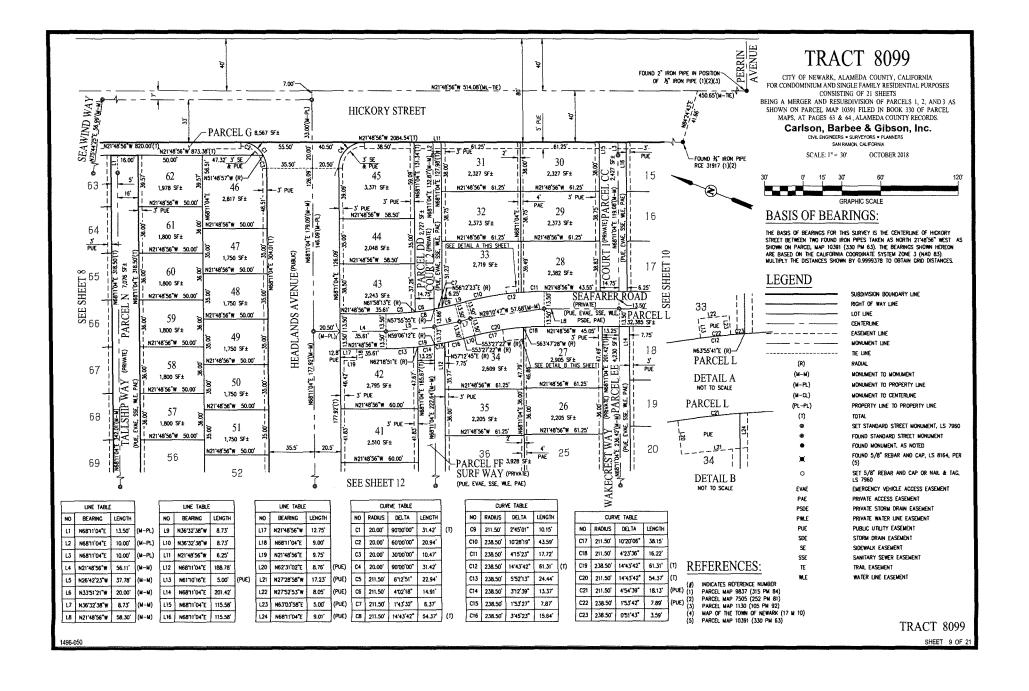


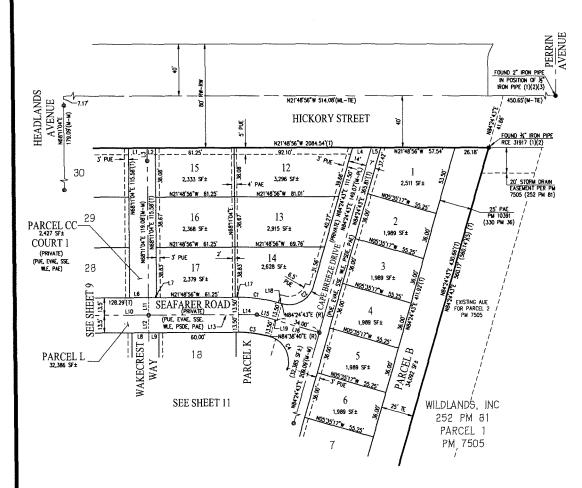












1496-050

	LINE TABLE							
NO	BEARING	LENGTH						
LI	N21'48'56"W	14.75						
L2	N21"48"56"W	6.25						
L3	N68'11'04"E	10.00	(M-PL)					
L4	N21"48"56"W	14.58						
L5	N21'48'57"W	7.29						
L6	N21'48'56"W	14.75						
L7	N21'48'56"W	6.25*						
LB	N21'48'56"W	13.25						
L9	N21'48'56"W	7.75						
L10	N21'48'56"W	58.30	(M-M)					
LII	N68"11"04"E	13.50	(M-PL)					
L12	N68'11'04"E	236.42	(M-PL)					
L13	N21"48"56"W	84.25	(M-M)					
L14	N21'48'56"W	14.26	1					
L15	N05'35'17"W	14.43						
L16	N05'35'17"W	50.27	(M-M)					
L17	N21"48"56"W	2.49						
L18	N05'35'17"W	2.02*	}					
L19	N05'35'17"W	1.66'						

Γ	CUF	EVE TABLE	
NO	RADIUS	DELTA	LENGT
C1	113.50	1673'39"	32.15
C2	20.00	90'00'00"	31.42
Ç3	86.50	16"27"36"	24.85
C4	19.50	89"58'09"	30.62

REFERENCES:

INDICATES REFERENCE NUMBER

PARCEL MAP 9837 (315 PM 84)

PARCEL MAP 7505 (252 PM 81) PARCEL MAP 1130 (105 PM 92)

MAP OF THE TOWN OF NEWARK (17 M 10) PARCEL MAP 10391 (330 PM 63)

TRACT 8099

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA FOR CONDOMINIUM AND SINGLE FAMILY RESIDENTIAL PURPOSES CONSISTING OF 21 SHEETS

BEING A MERGER AND RESUBDIVISION OF PARCELS 1, 2, AND 3 AS SHOWN ON PARCEL MAP 10391 FILED IN BOOK 330 OF PARCEL MAPS, AT PAGES 63 & 64, ALAMEDA COUNTY RECORDS.

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS . SURVEYORS . PLANNERS SAN RAMON, CALIFORNIA

SCALE: 1" = 30" OCTOBER 2018



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF HICKORY STREET BETWEEN TWO FOUND IRON PIPES TAKEN AS NORTH 21'48'56" WEST AS SHOWN ON PARCEL MAP 10.391 (3.30 PM 6.3). THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3 (NAD 83).
MULTIPLY THE DISTANCES SHOWN BY 0.9999378 TO OBTAIN GRID DISTANCES.

LEGEND

(M-M)

(1)

SUBDIVISION BOUNDARY LINE RIGHT OF WAY LINE LOT LINE CENTERLINE EASEMENT LINE MONUMENT LINE

TE LINE (R) RADIAL

(M-PL) MONUMENT TO PROPERTY LINE (M-CL) MONUMENT TO CENTERLINE PROPERTY LINE TO PROPERTY LINE (PL-PL) TOTAL

SET STANDARD STREET MONUMENT, LS 7960 FOUND STANDARD STREET MONUMENT

FOUND MONUMENT, AS NOTED FOUND 5/8" REBAR AND CAP, LS 8164, PER

MONUMENT TO MONUMENT

SET 5/8" REBAR AND CAP OR NAIL & TAG, 0

EMERGENCY VEHICLE ACCESS EASEMENT EVAE PAE PRIVATE ACCESS EASEMENT PRIVATE STORM DRAIN EASEMENT PSOF

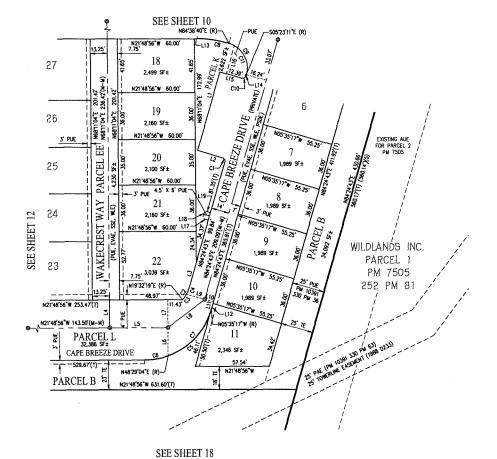
PRIVATE WATER LINE EASEMENT PWLE PUBLIC UTILITY EASEMENT PUE STORM DRAIN EASEMENT SDE SIDEWALK EASEMENT

SANITARY SEWER EASEMENT SSE TRAIL EASEMENT

WATER LINE EASEMENT

TRACT 8099

SHEET 10 OF 21



TRACT 8099

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA FOR CONDOMINIUM AND SINGLE FAMILY RESIDENTIAL PURPOSES CONSISTING OF 21 SHEETS

BEING A MERGER AND RESUBDIVISION OF PARCELS 1, 2, AND 3 AS SHOWN ON PARCEL MAP 10391 FILED IN BOOK 330 OF PARCEL MAPS, AT PAGES 63 & 64, ALAMEDA COUNTY RECORDS.

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS . SURVEYORS . PLANNERS SAN RAMON, CALIFORNIA

SCALE: 1" = 30" OCTOBER 2018



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF HICKORY THE BASS OF BEARRIES FOR THIS SURVEY IS THE CHITERIANE OF THEORY STREET BETWEEN TWO FOUND FORN PIPES TRACE AS NORTH 214956" WEST AS SHOWN ON PARCEL MAP 10391 (330 PM 63). THE BEARRIES SHOWN HEREON ARE BASED ON THE CALFORNIA CORDUNATE SYSTEM ZONE 3 (MAD 83). MULTIPLY THE DISTANCES SHOWN BY 0.9999378 TO OBTAIN GRO DISTANCES.

LEGEND

LINE TABLE

L2

L3

L5

L6

L7

LB. N58'42'07"W

LIO N05'35'17"W

LII

L15 N05'35'17"W

L17

L18 N84"24"43"E

BEARING LENGTH

N84"24"43"E 63.00"

N05'35'17"W 20.00'

N84"24"43"E 18.49"

N68"11"04"E 21.50"

N6811'04"E

L9 N05'35'17"W

L12 N84'24'43"E

L13 N21'48'56"W

N84'24'43"E

N84"24"43"E

L16 N84"24"00"E 22.77 (PUE)

N05'35'17"W 4.50"

CURVE TABLE

25'07'37"

10'48'48" 5.28

1478'49" 6.99

73'46'21"

19'42'00" 18.74

54'04'21"

L19 N05'35'17"W 4.50"

NO RADIUS DELTA

2.50 90'00'00" 3.93

C2 28.00°

C3 28.00'

C4 28.00

C5 54.50

C6 54.50°

C7 54.50°

C8 86.50' 16"27"36"

C9 19.50' 89'58'09"

REFERENCES:

C10 2.50' 90'00'00" 3.93'

C11 19.50' 76'33'17" 26.05' (PUE)

INDICATES REFERENCE NUMBER PARCEL MAP 9837 (315 PM 84) PARCEL MAP 7505 (252 PM 81)

PARCEL MAP 10391 (330 PM 63)

PARCEL MAP 1130 (105 PM 92) MAP OF THE TOWN OF NEWARK (17 M 10)

N21"48'56"W 45.29' (M-M)

N6871'04"E 21,50' (M-PL)

21.81* (M-PL)

36.01 (M-M)

14,87 (M-PL)

7.00

5.61

4.39

2.24

1.26

17,76

6.00 (PUE)

(PUE)

LENGTH

12.28' (T)

70.17 (T)

51.43

24.85

30.62

 SUBDIVISION BOUNDARY LIN
 ADJOINER LINE
RIGHT OF WAY LINE
 LOT LINE
 CENTERLINE
 EASEMENT LINE
 MONIMENT I ME

SHEET LIMIT TIF LINE (R) RADIAL MONUMENT TO MONUMENT (M-M)

> (M-PL) MONUMENT TO PROPERTY LINE (M-CL) MONUMENT TO CENTERLINE (PL-PL) PROPERTY LINE TO PROPERTY LINE (T)

SET STANDARD STREET MONUMENT, LS 7960 FOUND STANDARD STREET MONUMENT FOUND MONUMENT, AS NOTED FOUND 5/8" REBAR AND CAP, LS 8164, PER

SET 5/8" REBAR AND CAP OR NAIL & TAG, LS 7960 0 **FMERGENCY VEHICLE ACCESS FASEMENT** FVAF

PAE PRIVATE ACCESS EASEMENT PSOE PRIVATE STORM DRAIN EASEMENT PRIVATE WATER LINE EASEMENT PWLE PUE PUBLIC UTILITY EASEMENT

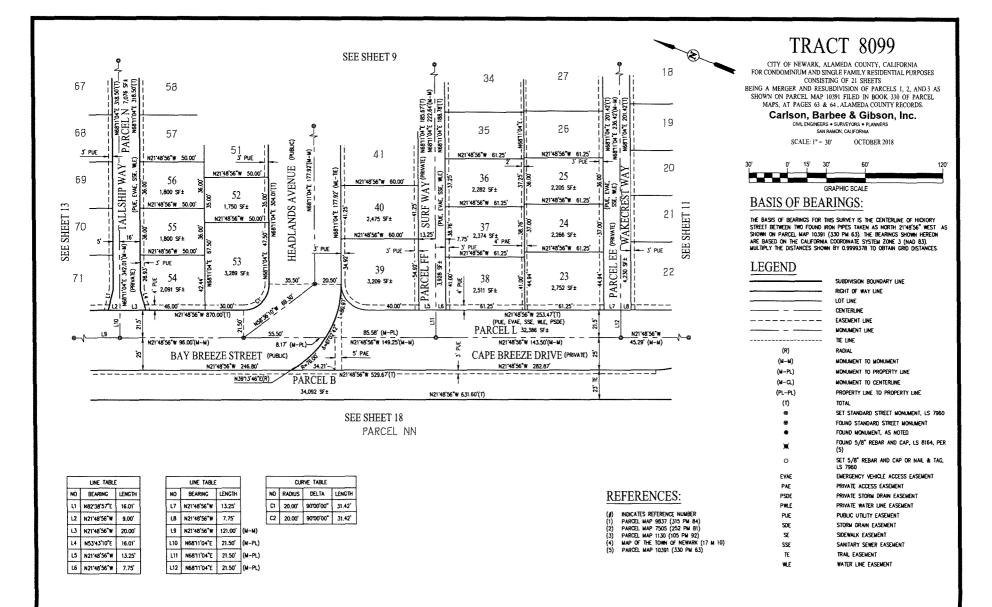
SOF STORM DRAIN EASEMENT SE SIDEWALK EASEMENT SANITARY SEWER EASEMENT SSE

TRAIL EASEMENT ΤE WATER LINE EASEMENT

TRACT 8099

SHEET 11 OF 21

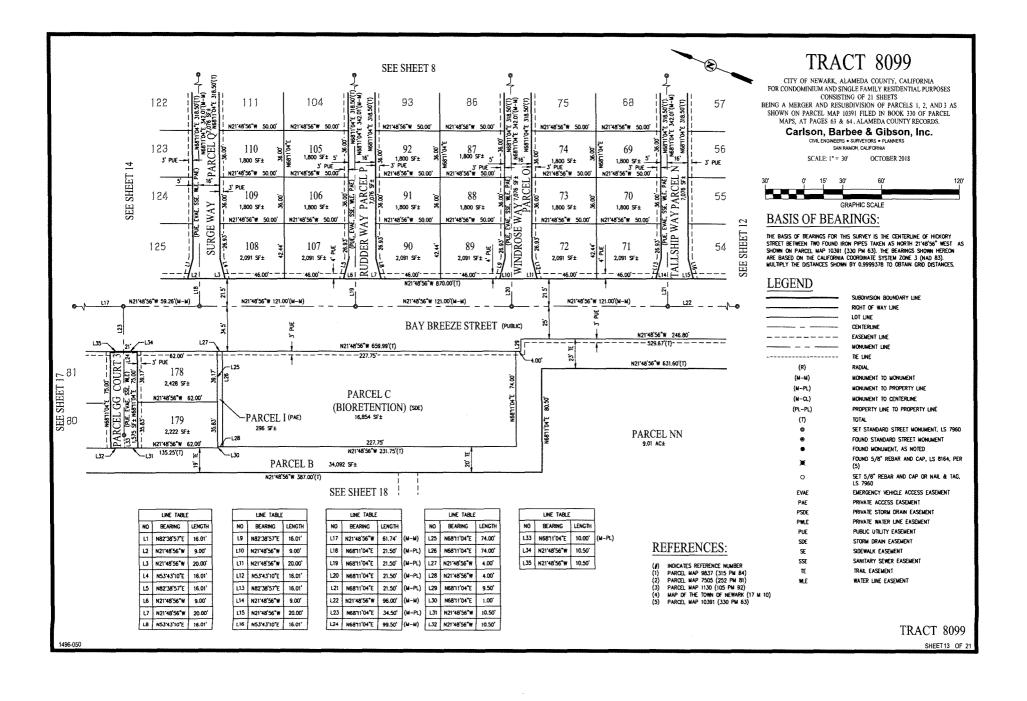
1496-050

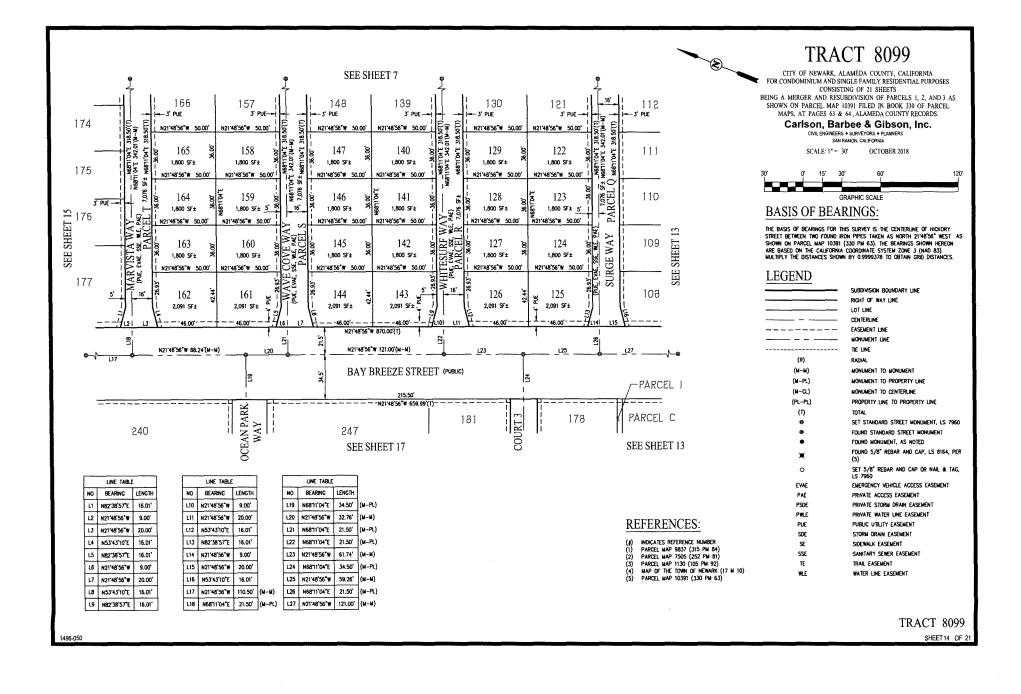


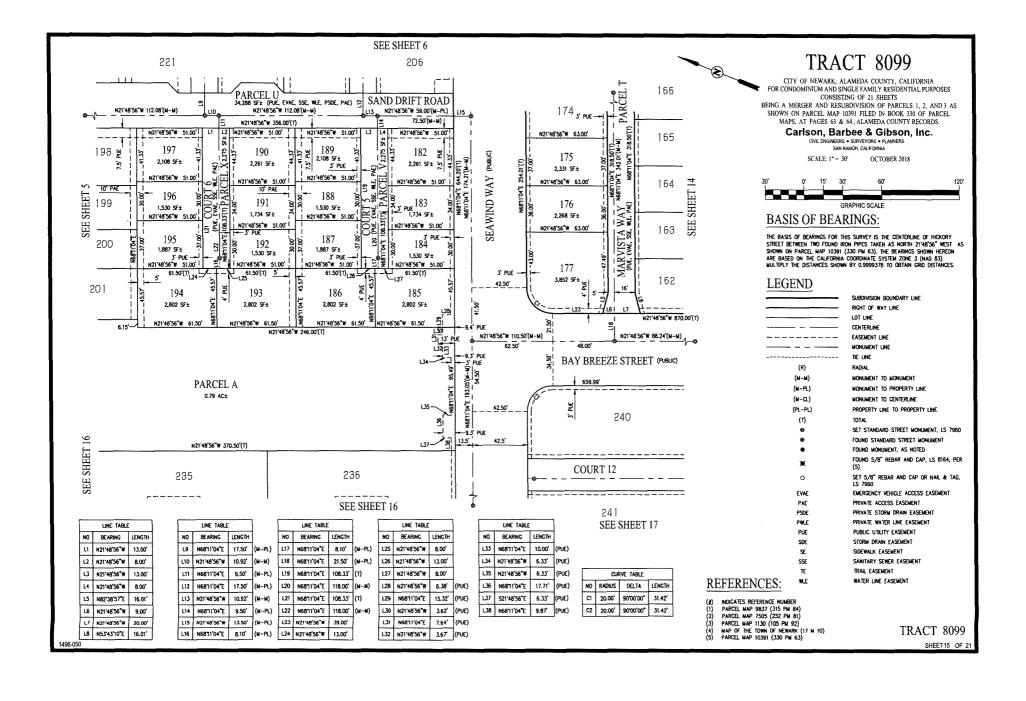
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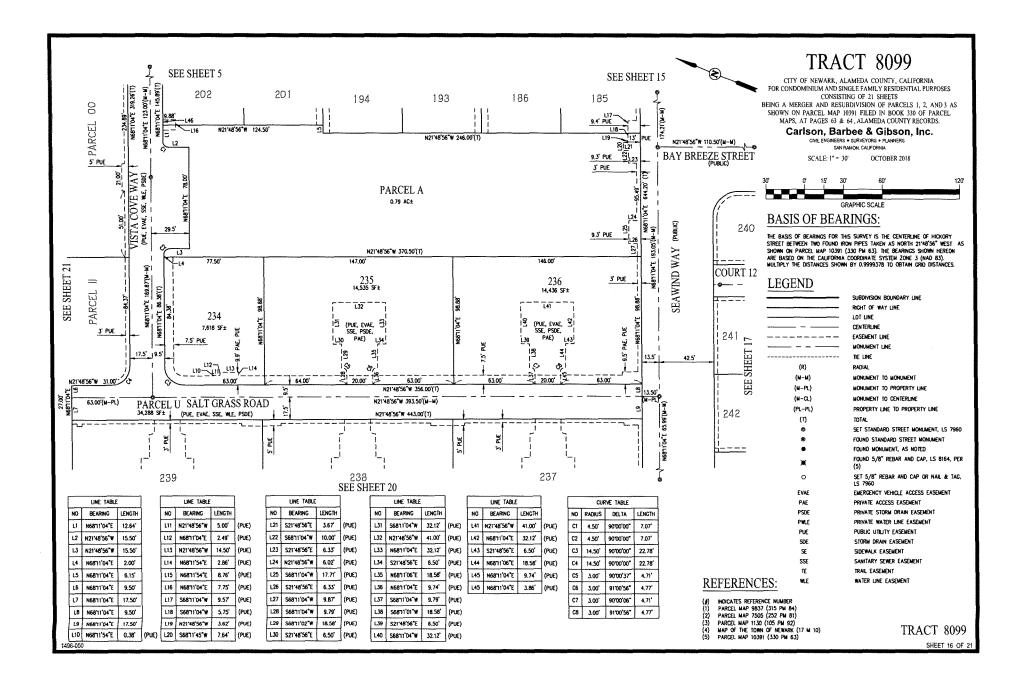
TRACT 8099

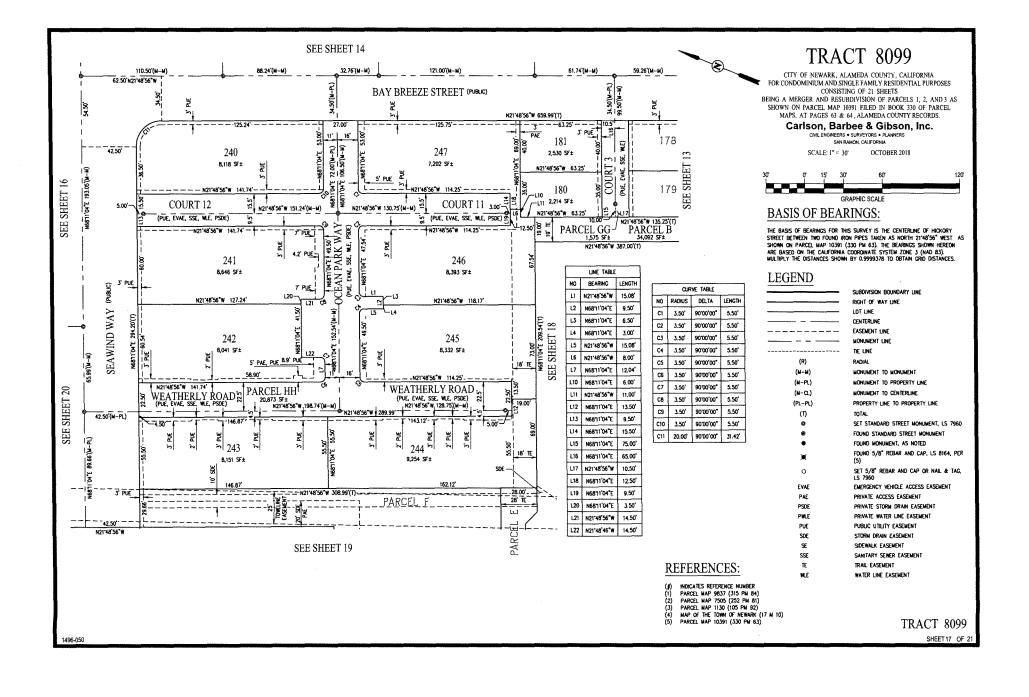
SHEET 12 OF 21

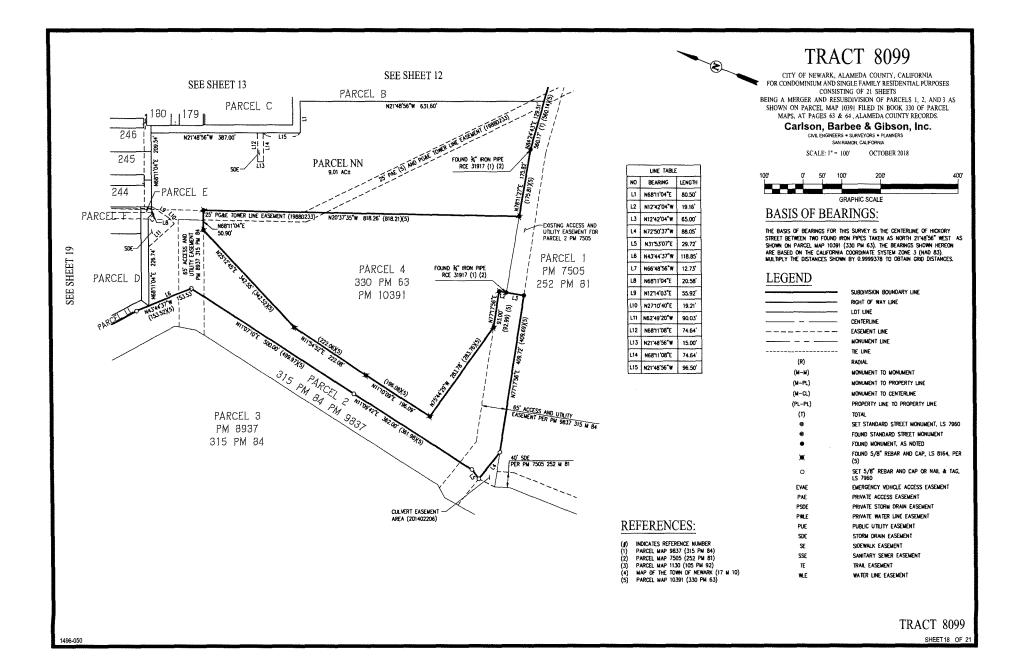


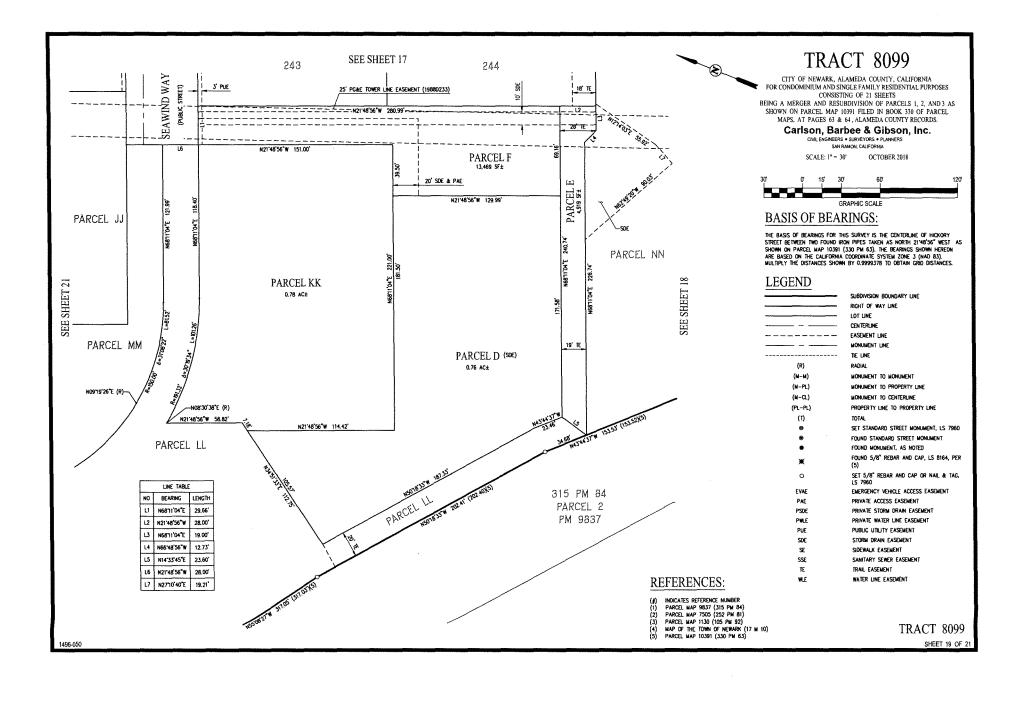


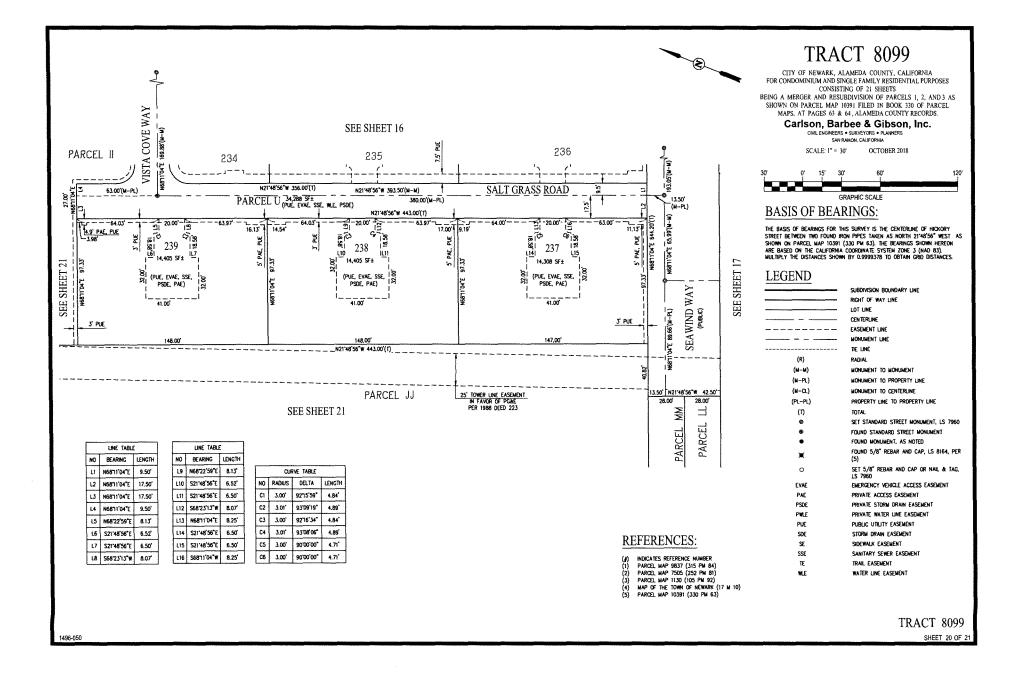


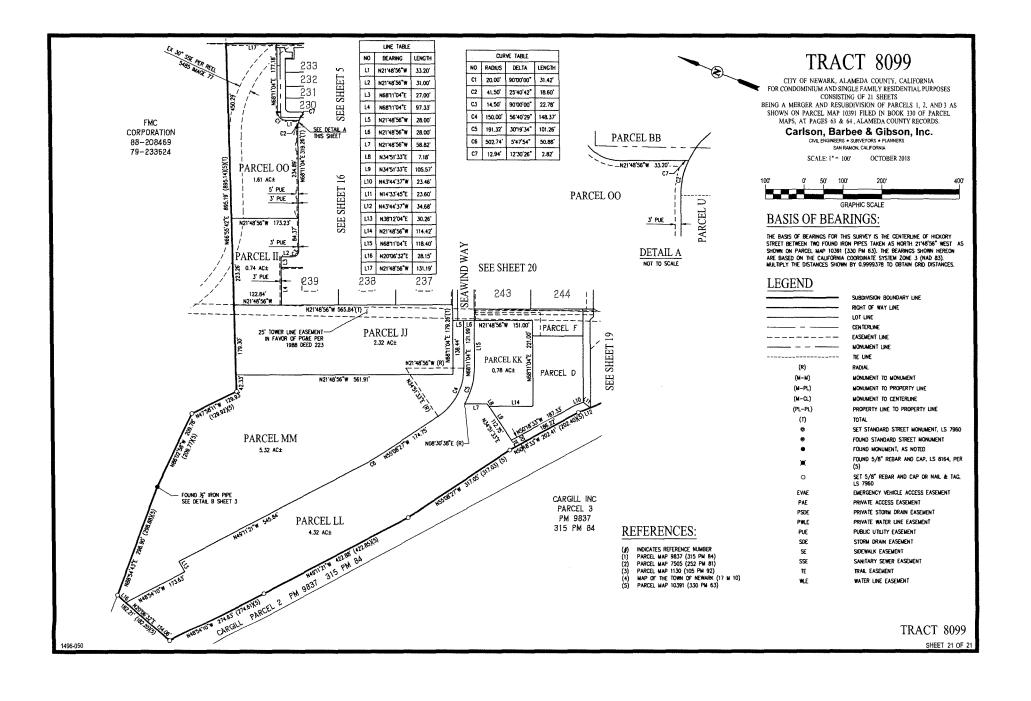












CITY OF NEWARK SUBDIVISION IMPROVEMENT AGREEMENT TRACT 8099

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

RECITALS

- A. In accordance with the Subdivision Map Act (California Government Code Sections 66410, et seq.), and the Subdivision Ordinance (Newark Municipal Code, Title 16, Chapters 16.04, 16.08, 16.12, 16.16, 16.20, and 16.32), and the Street Ordinance (Newark Municipal Code, Title 12, Chapters 12.04 and 12.08), the Developer has submitted to the City a Final Map (hereinafter "Final Map") for the Project known as Tract 8099 Bridgeway in Newark, California (hereinafter "Project").
- **B.** The Project is geographically located within the boundaries of the Tentative Tract Map known as "Vesting Tentative Map 8099". 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.

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. <u>DEVELOPER'S AUTHORIZED REPRESENTATIVE</u>. 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. <u>IMPROVEMENT SECURITY</u>. The Developer shall furnish faithful performance and labor and material security concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work. The Developer shall furnish warranty security prior to the City's acceptance of the Work. The form of the security shall be as authorized by the Subdivision Map Act (including Government Code Sections 66499, et seq.) and the Newark Municipal Code, and as set forth below:
 - **4(a).** Faithful Performance. Performance Bonds in the amount of \$9,608,000.00 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 \$4,804,000.00 to secure payment by the Developer to laborers and materialmen pursuant to Government Code Sections 66499.2, 66499.3, and 66499.4.
 - **4(c).** Warranty. Performance Bonds in the amount of \$960,800.00 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.

· ...

- **BUSINESS LICENSE.** The Developer shall apply for and pay the business license fees, in accordance with Newark Municipal Code Title 5, Chapter 5.04.
- 6. **INSURANCE.** Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer (including its agents, representatives, contractors, subcontractors, and employees) 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).** <u>Minimum Insurance Levels</u>. Developer shall maintain insurance at the following minimum levels:
 - **6(a)(1). Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage in an amount not less than \$5,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
 - **6(a)(2).** Automobile Liability (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") coverage in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
 - **6(a)(3). Workers' Compensation** coverage as required by the State of California.
 - 6(b). Minimum Limits of Insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

- **6(c).** Endorsements. The insurance policies shall be endorsed as follows:
 - **6(c)(1).** For the commercial general liability insurance, the City (including its elected officials, employees, volunteers, and agents) shall be named as additional insured, and the policy shall be endorsed with a form at least as broad as ISO form CG 20 10 11 85.
- 6(c)(2). Developer's insurance is primary to any other insurance available to the City with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be excess of the Developer's insurance and shall not contribute with it.
- 6(c)(3). Developer's insurance will not be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the City. During the term of this Agreement, Consultant will not materially alter any of the policies or reduce any of the levels of coverage afforded by its insurance policies.
- 6(c)(4). Maintenance of proper insurance coverage in conformity with this Section 6 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.
- **6(d).** Qualifications of Insurers. All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M Best's rating of not less than "A:VII."
- 7. REPORTING DAMAGES. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Developer shall immediately notify the City Engineer's office by telephone at 510-578-4290, and Developer shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) a detailed description of the damage (including the name and address of the injured or deceased person(s), and a description of the damaged property), (b) name and address of witnesses, and (c) name and address of any potential insurance companies.
- 8. <u>INDEMNIFICATION</u>. 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.
 - **9(c).** Completion of Work. The Developer shall complete all Work by no later than three hundred sixty-five (365) days after the City's execution of this Agreement.
- 10. INSPECTION BY THE CITY. In order to permit the City to inspect the Work, the Developer shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.
- 11. **DEFAULT.** If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party

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

- 11(a). The Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:
 - 11(a)(1). The Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.
 - 11(a)(2). The Developer abandons the Project site.
 - 11(a)(3). The Developer fails to perform one or more requirements of this Agreement.
 - 11(a)(4). The Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.
 - 11(a)(5). The Developer violates any legal requirement related to the Work.
- 11(b). In the event that the Developer fails to cure the default, the City may, in the discretion of the City Engineer, take any or all of the following actions:
 - 11(b)(1). Cure the default and charge the Developer for the costs therefor, including administrative costs and interest in an amount equal to seven percent (7 %) per annum from the date of default.
 - 11(b)(2). Demand the Developer to complete performance of the Work.
 - 11(b)(3). Demand the Developer's surety (if any) to complete performance of the Work.
- 12. ACCEPTANCE OF WORK. Prior to acceptance of the Work by the City Engineer, the Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. The Developer's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Engineer has accepted the Work as complete.
- 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.

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3. * ·

- 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.
- **NOTICES.** All notices required or contemplated by this Agreement shall 17. be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City of Newark

Attn: City Engineer 37101 Newark Boulevard Newark, CA 94560 To: Lennar Homes of California, Inc.

Attn: Brian Olin, Vice President 2603 Camino Ramon Suite 525 San Ramon, CA 94583

18. HEADINGS. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

- 19. <u>SEVERABILITY</u>. 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. <u>ATTORNEY'S FEES</u>. In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
- 22. ASSIGNMENT AND DELEGATION. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
- 23. <u>MODIFICATIONS</u>. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- **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. <u>SIGNATURES</u>. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Developer and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

By:
Brian Olin, Vice President

By:
ATTEST:

Sheila Harrington, City Clerk

APPROVED AS TO FORM:

David J. Benoun, City Attorney

A notary public or other officer completing this certificat document to which this certificate is attached, and not the	te verifies only the identity of the individual who signed the e truthfulness, accuracy, or validity of that document.
State of California)	
County of Cost ()	
On	emore VooBuskide Doron Pulsa
Date	Here Insert Name and Title of the Officer
personally appeared	Niv?
	Name(s) of Signer(s)
subscribed to the within instrument and acknowled	evidence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in s/her/their signature(s) on the instrument the person(s), ed, executed the instrument.
C	certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
COMM. # 2196047 NOTARY PUBLIC - CALIFORNIA CONTRA COSTA COUNTY	VITNESS my hand and official seal.
	Signature of Notary Public
Place Notary Seal Above	IONAL
Though this section is optional, completing this is	of the document or of the document or form to an unintended document.
Description of Attached Document	
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other Than	Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	□ Partner — □ Limited □ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator ☐ Other:	☐ Trustee ☐ Guardian or Conservator ☐ Other:
Signer Is Representing:	Signer Is Representing:



City of Newark

MEMO

DATE:

October 2, 2018

TO:

City Council

FROM:

Sheila Harrington, City Clerk

SUBJECT:

Approval of Audited Demands for the City Council Meeting of

October 11, 2018.

REGISTER OF AUDITED DEMANDS

US Bank General Checking Account

Check Date		Check Numbers	
September 20, 2018	Page 1-2	115751 to 115811	Inclusive
September 24, 2018	Page 1	115812	Inclusive
September 28, 2018	Page 1	115813 to 115857	Inclusive



City of Newark

MEMO

DATE:

October 2, 2018

TO:

Sheila Harrington, City Clerk

FROM:

Krysten Lee, Finance Manager

SUBJECT:

Approval of Audited Demands for the City Council Meeting of

October 11, 2018.

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

I Final Disbursement List. Check Date 09/20/18, Due Date 10/01/18, Discount Date 10/01/18. Computer Checks. Bank 1001 US BANK

MICR	Vendor		Check	Check	
Check#	Number	Pavee	Date	Amount	Description
		Payee			
115751	1.0	ABC FIRE PROTECTION INC	09/20/18	90.36	FIRE EXTINGUISHERS
115752	11539	ACCESS INFORMATION HOLDINGS LLC	09/20/18	160.00	SHREDDING SUCS
115753	10222	TEYTONEYTO DICK DATA MANAGEMENT INC DILL	09/20/10	130.00	DACKCBOIMD CHECKS
115754	11004	NOME NITTO I PROTICE II C	09/20/10	1 000 44	ADMODED HELL FROM
115754	11094	ACME AUTO LEASING, LLC	09/20/18	1,909.44	ARMORED VEH LEASE
115755	1//4	ALROAS USA, DIC	09/20/18	61.12	FLEET SUPPLIES
115756	8895	ALAMEDA COUNTY ENVIRONMENTAL HEALTH	09/20/18	834.00	POOLS AND CAFE FEES
115757	2036	ALAMEDA COUNTY SHERIFF'S OFFICE REGIONAL	09/20/18	400.00	RANGE FEES
115758	344	ALAMEDA COUNTY WATER DISTRICT	09/20/18	8,893.75	CITY WATER USE
115759	12	ALLIED AUTO STORES INC	09/20/18	234.40	FLEET PARTS
115760	14	ALPINE AWARDS	09/20/18	507.78	SENIOR HEALTH FAIRE GIVEAWAY
115761	348	AT&T	09/20/18	177.33	ATT TELECOM & T1 TO FS
115762	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	09/20/18	212.51	FLEET SUPPLIES BATTERIES
115763	1131	BAY ISLAND OFFICIALS ASSOCIATION ATTN FR	09/20/18	1,322.00	SPORTS OFFICIATING
115764	1513	BURTON'S FIRE INC	09/20/18	86.49	FLEET PARTS FIRE
115765	7898	CALIFORNIA DIESEL & POWER	09/20/18	3,200.00	FLEET MAINTENANCE
115766	1380	CHRISP COMPANY	09/20/18	10,996.25	CIP #1159 THERMOPLASTIC STREET STRIPING
115767	6304	CLASSIC GRAPHICS T & J LEWIS INC	09/20/18	399.05	PROJECT 1124 ENGINEERING VEHICLE
115768	3751	BRYAN COBB	09/20/18	30.63	EXPENSE REIMBURSEMENT
115769	9934	COMCAST SPOTLIGHT	09/20/18	507.03	COMMERCIAL AIRTIME 2018
115770	11633	COMMERCIAL TREE CARE	09/20/18	425.00	EMERGENCY TREE WORK
115771	10793	LET WANG	09/20/18	30.00	CIASS REFIND
115772	11342	FACI.F CANYON CAPITAL	09/20/18	215 00	PATROL VEHICLE CLEANING
115772	11015	DAGE CANTON CAFITAE	09/20/10	127 22	ENTROP ABUTCHE CHRYMING
115773	11013	ENGENET C NOME YOUT TANGE CEDUTCE	09/20/10	137.22	CILITMAN ADDITANCE DEDATO
115774	10478	ENGENE'S HOME APPLIANCE SERVICE	09/20/10	123.00	BILLIMAN APPLIANCE REPAIR
115775	10642	FASIENAL COMPANI	09/20/18	40.08	CILITMAN MATATERNANCE
115776	5137	FOUR SEASONS POOL SERVICE	09/20/18	117.99	SILLIMAN MAINIENANCE
115777	5106	CITY OF FREMONT REVENUE DIVISION	09/20/18	1,124.40	BOOKING FEES
115778	11112	FREMONT CHRYSLER DODGE JEEP RAM	09/20/18	1,502.53	FLEET PARTS
115779	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: P	09/20/18	5/4.71	FLEET SUPPLIES
115780	550	FREMONT RUBBER STAMP CO., INC.	09/20/18	19.61	STAMPERS/DESK SIGNS
115781	313	FREMONT URGENT CARE CENTER	09/20/18	999.00	PRE-EMPLOYMENT/DOT PHYSICALS
115782	11646	GACHINA LANDSCAPE MANAGEMENT, INC.	09/20/18	484.77	LANDSCAPE REPAIR
115783	8762	GHA TECHNOLOGIES INC	09/20/18	9,601.42	5 WORKSTATION PC'S ENGINEERING
115784	3638	MARK GOTHARD	09/20/18	3,363.75	RECREATION CONTRACT
115785	167	HARRIS COMPUTER SYSTEMS	09/20/18	3,393.89	ANNUAL HARRIS SELECT SUPPORT
115786	11189	HELMETS R US	09/20/18	941.40	TOW FUND PURCHASE
115787	1457	HOME DEPOT CREDIT SERVICES DEPT. 32 - 25	09/20/18	984.23	MISC BUILDING SUPPLIES
115788	7189	LINCOLN AQUATICS	09/20/18	1,825.11	POOL SUPPLIES
115789	11246	LOOMIS ARMORED	09/20/18	310.45	ARMORED CAR SERVICE
115790	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	09/20/18	1,005.68	FLEET PARTS
115791	327	OCCII-MED LTD	09/20/18	60.00	PRE-EMPLOYMENT PHYSICALS
115792	349	PACTETO GAS & ELECTRIC	09/20/18	60.861.27	CITY ELECTRICITY AND GAS
115793	11322	DADA JOHNS DIZZA	09/20/18	3 719 00	PIZZAS FOR PARTIES
115793	10766	DEAK CULLMADE CACLEMC INC	09/20/18	3,745.00	SOFTWARE RENEWAL.
115794	10/00	DITNEY ROWER	09/20/18	1 690 33	MAILING MACHINE LEASE AGREEMENT
115795	11501	DODED DENES ILC	09/20/10	1,090.33	FORKLIET DENTAL
115796	11231	ABC FIRE PROTECTION INC ACCESS INFORMATION HOLDINGS, LLC. LEXISMEXIS RISK DATA MANAGEMENT INC BILL ACME AUTO LEASING, LLC ALAMEDA USA, LLC ALAMEDA COUNTY ENVIRONMENTAL HEALTH ALAMEDA COUNTY WATER DISTRICT ALLIED AUTO STORES INC ALPINE AWARDS ATAT BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI BAY ISLAND OFFICIALS ASSOCIATION ATTN FR BURTON'S FIRE INC CALIFORNIA DIESEL & POWER CHRISP COMPANY CLASSIC GRAPHICS T & J LEWIS INC BRYAN COBB COMCAST SPOTLIGHT COMMERCIAL TREE CARE LEI WANG EAGLE CANYON CAPITAL EAST BAY LAWN MOWER EUGENE'S HOME APPLIANCE SERVICE FASTENAL COMPANY FOUR SEASONS POOL SERVICE CITY OF FREMONT REVENUE DIVISION FREMONT CHRYSLER DODGE JEEP RAM FREMONT FORD/AUTOBODY OF FREMONT ATTN: P FREMONT URGENT CARE CENTER GACHINA LANDSCAPE MANAGEMENT, INC. GHA TECHNOLOGIES INC MARK GOTHARD HARRIS COMPUTER SYSTEMS HELMETS R US HOME DEPOT CREDIT SERVICES DEPT. 32 - 25 LINCOLN AQUATICS LOOMIS ARMORED KKR AUTOMOTIVE DBA NAPA AUTO PARTS OCCU-MED LTD PACIFIC GAS & ELECTRIC PAPA JOHNS PIZZA PEAK SOFTWARE SYSTEMS, INC PITNEY BOWES PORTER RENTS, LLC. SSDTTF WILLE ELECTRICAL SUPPLY CO INC SIMON & COMPANY INC SONITROL S.B.R.P.S.T.C.	03/20/18	120 00	DAMDOT DOGE ABYLING
115797	2/52	SSUIII	09/20/18	139.00	TOUT DOLLAR LITE COLLINATION TOURS
115798	112	WILLE ELECTRICAL SUPPLY CO INC	09/20/18	956.19	TEGICIAMINE CERVICES
115799	377	SIMON & COMPANY INC	09/20/18	1,/28.50	DEGISLATIVE SERVICES
115800	220	SONITROL	09/20/18	1,059.00	BUILDING CONTRACTUAL SVCS
115801	1083	S.B.R.P.S.T.U.	09/20/18	345.00	PATROL POST TRAINING

Final Disbursement List. Check Date 09/20/18, Due Date 10/01/18, Discount Date 10/01/18. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115802	40	STAPLES ADVANTAGE DEPT LA	09/20/18	2,206.73	OFFICE SUPPLIES
115803	676	SUMMIT UNIFORMS CORP	09/20/18	1,032.42	TRAINEE UNIFORMS
115804	11396	SWA SERVICES GROUP INC	09/20/18	27,806.60	JANITORIAL
115805	1765	TEMPERATURE TECHNOLOGY INC.	09/20/18	1,479.50	PROJECT 1144 CITYWIDE HVAC
115806	11642	TIAA COMMERCIAL FINANCE, INC.	09/20/18	432.92	COPIER LEASE AGREEMENT (KBA)
115807	3930	MUFG UNION BANK, N.A.	09/20/18	2,190.00	2002 COP TRUSTEE FEE
115808	853	VALLEY OIL COMPANY LOCKBOX# 138719	09/20/18	20,495.92	FUEL
115809	11651	VERDE DESIGN INC	09/20/18	23,180.22	DESIGN SERVICES FOR CIP #1192 SPORTSFIEL
115810	11466	YORK	09/20/18	3,028.92	WORKERS COMPENSATION ADMINISTRATION FEES
115811	3245	ZUMAR INDUSTRIES INC	09/20/18	781.49	SIGNS AND HARDWARE
			-		
		Total		214,236.63	

MICR lheck#	Vendor Number	Payee	Check Date	Check Amount	Description
L15812	1049	NORTH AMERICAN TITLE COMPANY	09/24/18	45.00	CDBG LOAN PAYMENT

Total 45.00

1
Final Disbursement List. Check Date 09/28/18, Due Date 10/08/18, Discount Date 10/08/18. Computer Checks.
Bank 1001 US BANK

MICR	Vendor		Check	Check	
Check#	Number	Payee	Date	Amount	Description
		* · · · · · · · · · · · · · · · · · · ·			
115813	3853	COUNTY OF ALAMEDA INTERNAL AUDIT UNIT RI	09/28/18	1,090.00	CITATION PROCESSING FRES - AUG'18
115814	287	ALAMEDA COUNTY SHERIFF'S OFFICE GREGORY	09/28/18	676.75	CRIME LAB FEES
115815	348	AT&T	09/28/18	113.94	ATT TELECOM & T1 TO FS
115816	4534	BAY AREA BARRICADE SERVICE INC	09/28/18	3.247.51	MISC SIGNS & HARDWARE
115817	23	FRANK BONETTI PLUMBING INC	09/28/18	5.995.85	PLUMBING MAINTENANCE
115818	9888	BUREAU VERITAS NORTH AMERICA INC.	09/28/18	14.822.88	BUILDING INSPECTION PLAN REVIEW SERVICE
115819	920	CAL SAFETY INC	09/28/18	5 978 00	TRAFFIC CONTROL SERVICES
115820	10261	CARBONIC SERVICE	09/28/18	207 71	CARBON DIOXIDE
115821	33	CENTRAL TOWING & TRANSPORT LLC	09/28/18	200 00	TOWING Reinstated from claim# 131777
115822	11563	CENTRAL VALLEY TOXICOLOGY, INC.	09/28/18	485 00	I.AB TESTS
115823	458	CHEVRON AND TEXACO BUSINESS CARD SERVICE	09/28/18	999 33	FILET.
115824	10369	DAN CTANCTARILO	09/28/18	89 00	EXPENSE REIMBURGEMENT
115825	11544	COTTON SHIRES AND ASSOCIATES INC	09/28/18	6 555 00	GEOTECHNICAL PEER REVIEW SERVICES FOR WE
115826	11549	CCC CONCILTANTS INC	09/20/10	9 371 00	ENGINEERING PLAN CHECK AND INSPECTION SE
115827	10650	PDEMONT CO.TD ATTING. TACON LAKEV	09/20/10	673 35	BUILDING PERMIT# COM2017-0009 REFUND
115828	10630	C CEODGE CONCEDITION	09/20/10	1 000 00	DEDENDMANCE DOND DEN ED# 2017-0161
115829	10049	C. GEORGE CONSTRUCTION	03/20/10	1,000.00	PERFORMANCE DONE KIN EF# 2017-0161
115829	10793	LEADERBOARD SUMMER CAMP	09/28/10	50.00	CLACC DEFIND
115830	10793	DENEE DELCADO	09/28/18	80.00	CLASS KEFUND
115831	10793	RENEE DELIGADO	09/28/18	300.00	RENTAL DEPOSIT REFUND
115832	10/93	JASMIN WALLERS	09/28/18	300.00	RENTAL DEPOSIT REFUND
115833	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	09/28/18	416.00	FINGERPRINTING FEES
115834	11404	ALHAMBRA	09/28/18	997.84	WATER SERVICE
115835	8273	FRANCISCO & ASSOCIATES INC	09/28/18	8,250.00	18/19 CONSULTING SERVICES
115836	11112	FREMONT CHRYSLER DODGE JEEP RAM	09/28/18	127.46	FLEET PARTS
115837	167	HARRIS COMPUTER SYSTEMS	09/28/18	3,393.89	ANNUAL HARRIS SELECT SUPPORT Reinstated
115838	11494	KANEN TOURS, INC.	09/28/18	2,940.00	SALES FORCE TOWER TRIP - 09/20/18
115839	11577	KBA DOCUSYS INC.	09/28/18	283.58	COPIER LEASE AGREEMENT (COPIES)
115840	7964	KNORR SYSTEMS INC	09/28/18	4,776.32	POOL CHEMICALS
115841	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	09/28/18	384.40	EMPLOYEE ASSISTANCE PROGRAM
115842	11378	MNS ENGINEERS INC	09/28/18	30,745.00	OVERTIME INSPECTION FEES FOR SANCTUARY (
115843	11455	NATIONAL DATA & SURVEYING SERVICES	09/28/18	551.00	TRAFFIC COUNTS
115844	349	PACIFIC GAS & ELECTRIC	09/28/18	22,924.63	CITY ELECTRICITY AND GAS Reinstated from
115845	11322	PAPA JOHNS PIZZA	09/28/18	576.50	PIZZAS FOR PARTIES
115846	3674	PRIORITY 1 PUBLIC SAFETY EQUIPMENT INSTA	09/28/18	109.55	VEHICLE SUPPLIES
115847	9811	REDFLEX TRAFFIC SYSTEMS	09/28/18	18,800.00	REDLIGHT CAMERA
115848	11188	CONRAD RODGERS	09/28/18	5,265.76	ADPP ~ 09/18
115849	654	SFPUC-WATER DEPARTMENT CUSTOMER SERVICE	09/28/18	3,259.60	RENT/WATER
115850	11098	SILVER & WRIGHT LLP	09/28/18	16,485.32	LITIGATION & LEGAL CONSULTING SRVCS
115851	1683	S.B.R.P.S.T.C.	09/28/18	3,280.00	PATROL POST TRAINING
115852	503	STANDARD INSURANCE COMPANY	09/28/18	668.02	EMPLOYEE LIFE INSURANCE AND AD&D COVERAG
115853	4639	TREASURER OF ALAMEDA COUNTY PUBLIC WORKS	09/28/18	77,073.00	FY18-19 STORMWATER CALCULATION FEE
115854	10968	UTILITY TELEPHONE	09/28/18	16,973.23	UTILITY TELEPHONE PHONE AND WAN SERVICE
115855	5623	VERIZON WIRELESS	09/28/18	418.11	CELL SERVICE FOR TRAKIT IPADS
115856	8714	WESTERN PACIFIC SIGNAL LLC	09/28/18	6,299.65	CIP #1225 TRAFFIC SIGNAL ACCESORIES
115857	11466	COUNTY OF ALAMEDA INTERNAL AUDIT UNIT RI ALAMEDA COUNTY SHERIFF'S OFFICE GREGORY AT&T BAY AREA BARRICADE SERVICE INC FRANK BONETTI PLUMBING INC BUREAU VERITAS NORTH AMERICA INC. CAL SAFETY INC CARBONIC SERVICE CENTRAL TOWING & TRANSPORT LLC CENTRAL VALLEY TOXICOLOGY, INC. CHEVRON AND TEXACO BUSINESS CARD SERVICE DAN CIANCIARULO COTTON, SHIRES AND ASSOCIATES, INC. CSG CONSULTANTS, INC. FREMONT CDUR ATTN: JASON LAKEY C. GEORGE CONSTRUCTION LEADERBOARD SUMMER CAMP LYDIA RAMIREZ RENEE DELGADO JASMIN WALTERS DEPARTMENT OF JUSTICE ACCOUNTING OFFICE ALHAMBRA FRANCISCO & ASSOCIATES INC FREMONT CHRYSLER DODGE JEEP RAM HARRIS COMPUTER SYSTEMS KANEN TOURS, INC. KNORR SYSTEMS INC KNORR SYSTEMS INC MANAGED HEALTH NETWORK BANK OF AMERICA MNS ENGINEERS INC NATIONAL DATA & SURVEYING SERVICES PACIFIC GAS & ELECTRIC PAPA JOHNS PIZZA PRIORITY 1 PUBLIC SAFETY EQUIPMENT INSTA REDFLEX TRAFFIC SYSTEMS CONRAD RODGERS SFPUC-WATER DEPARTMENT CUSTOMER SERVICE SILVER & WRIGHT LLP S.B.R.P.S.T.C. STANDARD INSURANCE COMPANY TREASURER OF ALAMEDA COUNTY PUBLIC WORKS UTILITY TELEPHONE VERIZON WIRELESS WESTERN PACIFIC SIGNAL LLC YORK RISK SERVICES GROUP ATTN: CLIENT TR	09/28/18	31,875.00	WORKERS COMPENSATION CLAIMS
		Total		308,109.08	