

# CITY OF NEWARK CITY COUNCIL

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

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

## AGENDA

Thursday, February 14, 2019

A. ROLL CALL

B. MINUTES

B.1 Approval of Minutes of the City Council meeting of January 24, 2019. (MOTION)

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Commending Eagle Scouts Matthew Jacobs, Arsh Hothi, and Shray Khanna. (COMMENDATIONS)

C.2 Introduction of employee.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORTS

(It is recommended that Items F.1 through F.7 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 Second reading and adoption of an ordinance to amend Newark Municipal Code Chapter 6.28 Regulations - Generally to address shelter, food and water requirements for animals kept outside - from Assistant City Manager Grindall. (ORDINANCE)

F.2 Second reading and adoption of an ordinance to establish a Planned Development Overlay District at 36304 to 36310 Newark Boulevard for Classics at Newark nine single family homes project - from Assistant City Manager Grindall. (ORDINANCE)

- F.3 Second reading and adoption of an ordinance for a rezoning of a 17.4-acre portion of Vesting Tentative Tract Map 8453 from Business and Technology Park (BTP) to Residential Medium Density with Form Based Code (RM-FBC) and Planned Development Overlay District (PD) and rezoning of a 5-acre site from Business and Technology Park (BTP) to Park (PK) for property located west of Hickory Street and Enterprise Drive - from Assistant City Manager Grindall. (ORDINANCE)**
- F.4 Initiation of proceedings and declaration of intention to order the formation of Zone 2 – Sanctuary of Landscaping and Lighting District No. 4 including an increase of the Maximum Assessment Rate, approval of the Preliminary Engineer’s Report, and setting an April 11, 2019 public hearing date – from Assistant City Engineer Imai. (RESOLUTION)**
- F.5 Approval of the Used Oil Payment Program planned expenditures for fiscal years 2018-2019 and 2019-2020 and an amendment to the 2018-2020 Biennial Budget and Capital Improvement Plan – from Administrative Analyst Khuu-Seeman. (RESOLUTION)**
- F.6 Approval of the recommendation from the Community Development Advisory Committee for allocation of anticipated Community Development Block Grant Jurisdiction Improvement Project funds for fiscal year 2019-2020 – from Senior Planner Sofia Mangalam. (MOTION)**
- F.7 Amendment of the 2018-2020 Biennial Budget and Capital Improvement Plan to include two position control adjustments for previously budgeted reclassifications in the Public Works Department – from Human Resources Director Abe and Public Works Director Fajeau. (RESOLUTION)**

**NONCONSENT**

- F.8 Second reading and adoption of an ordinance to establish a Planned Development Overlay District at 37256 Magnolia Street, 37280 Magnolia Street and 6849 Baine Avenue for 10 single family homes - from Assistant City Manager Grindall. (ORDINANCE)**
- F.9 Approval of a Contractual Services Agreement with Vanir Construction Management, Inc. to provide professional construction managements services for the New Civic Center, Project 1188 – from Chief Building Official/City Architect Collier. (RESOLUTION)**

**G. CITY ATTORNEY REPORTS**

**H. ECONOMIC DEVELOPMENT CORPORATION**

**I. CITY COUNCIL MATTERS**

- I.1 Appointments to the Community Development Advisory Committee –  
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. (MOTION)**

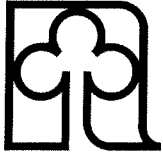
**M. CLOSED SESSION**

- M.1 Closed session for conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1), Existing Litigation, Name of Case: Valencia et al. v. City of Newark et al.; United States District Court, Northern District of California, Case No. 4:16-CV-04811-SBA – from Interim City Attorney Kokotaylo.**

**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, 5<sup>th</sup> 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, February 14, 2019

### CITY COUNCIL:

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

### CITY STAFF:

David J. Benoun  
City Manager  
Terrence Grindall  
Assistant City Manager  
Sandy Abe  
Human Resources Director  
Soren Fajeau  
Public Works Director  
Michael Carroll  
Police Chief  
David Zehnder  
Recreation and Community  
Services Director  
Kristopher J. Kokotaylo  
Interim City Attorney  
Sheila Harrington  
City Clerk

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

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

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

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

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

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



# CITY OF NEWARK CITY COUNCIL

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

## Minutes

Thursday, January 24, 2019

### A. ROLL CALL

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

### B. MINUTES

#### B.1 Approval of Minutes of the City Council meeting of January 10, 2019.

**MOTION APPROVED**

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

### C. PRESENTATIONS AND PROCLAMATIONS

#### C.1 Introduction of employees.

Mayor Nagy introduced employees Public Safety Clerk Paula Silva and Administrative Support Specialist II Sara Kerns.

#### C.2 Proclaiming February as Teen Dating Violence Awareness Month.

Mayor Nagy read the proclamation aloud and requested that it be sent to Safe Alternatives to Violent Environments (SAVE).

Mayor Nagy welcomed the Boy Scouts and Police Explorers in the audience.

### D. WRITTEN COMMUNICATIONS

### E. PUBLIC HEARINGS

#### E.1 Hearing to consider a 10-lot subdivision for the construction of 10 single-family homes at 37256 Magnolia Street, 37280 Magnolia Street and 6849 Baine Avenue. The City Council will consider approval of: a Planned Development Plan; Vesting Tentative Map 8494; and introduction of an ordinance establishing a Planned Development Overlay District for the project.

**RESOLUTION NO. 10883 Planned Development Plan  
RESOLUTION NO. 10884 Vesting Tentative Map**

**ORDINANCE INTRODUCED**

Council Member Freitas announced that he owns property on Magnolia Street, within 500 feet of this project, and recused himself from participating. Council Member Freitas left the City Council Chambers.

Assistant City Manager Grindall gave the staff report recommending approval. Presentation on file with the City Clerk.

Mayor Nagy opened the public hearing at 7:48 p.m.

Rick Hartman, project architect said that he had read the resolutions and agreed to the conditions. Mr. Ying-Min Li property owner was also present.

Council Member Hannon requested that the property be monitored for illegal dumping and kept clean.

Council Member Bucci stated that he would like a little more contrast in the colors choices and suggested a construction fence to help mitigate the illegal dumping.

Yolinda Moniz stated that she lives in the neighborhood and discussed squatters, illegal dumping, and rats. She stated that her car was damaged by rats and requested more pest abatement at the location.

Mayor Nagy closed the public hearing at 7:59 p.m.

Council Member Collazo moved, Council Member Bucci seconded to: (1) By resolution, approve, P-18-34, a Planned Development Plan to allow for a 10-lot subdivision for the construction of 10 single-family homes located at 37256 Magnolia Street, 37280 Magnolia Street and 6849 Baine Avenue (APNs 92-61-12-1, 92-61-12-2 and 92-61-11); and (2) By resolution, approve, TTM-18-35, Vesting Tentative Map 8494 to allow a 10-lot subdivision for the construction of 10 single-family homes; and (3) Introduce an ordinance establishing a Planned Development Overlay District at 37256 Magnolia Street, 37280 Magnolia Street and 6849 Baine Avenue (APNs 92-61-12-1, 92-61-12-2 and 92-61-11). The motion passed, 4 AYES, 1 RECUSED.

Council Member Freitas returned to the City Council Chambers.

- E.2 Hearing to consider ‘Classics at Newark’, a residential project comprising of nine single-family homes at 36304-36310 Newark Boulevard. The City Council will consider approval of: a Planned Development Plan; Vesting Tentative Tract Map 8498; and introduce an ordinance establishing a Planned Development Overlay District for the project.**

**RESOLUTION NO. 10885 Planned Development Plan  
RESOLUTION NO. 10886 Vesting Tentative Map**

**ORDINANCE INTRODUCED**

Assistant City Manager Grindall gave the staff report recommending approval. Presentation on file with City Clerk.

Mayor Nagy opened the public hearing at 8:05 p.m.

Jim Pollart, Classic Communities, said that he had read the resolutions and agreed to the conditions. He stated that he met with an adjacent property owner and addressed their privacy concerns. An exterminator will treat the site before demolition begins.

Henry Bensco asked about the backyard size for the new homes and what will happen to the vehicles currently stored there.

Mr. Pollart stated that the tenants would take the cars and cars left behind would be transferred to the dump. Mr. Pollart described the backyard layouts.

Mayor Nagy closed the public hearing at 8:19 p.m.

Council Member Freitas moved, Council Member Collazo seconded to (1) By resolution, approve P-18-36, a Planned Development Plan to allow construction of nine single-family homes on an approximately 1.72-acre site located at 36304-36310 Newark Boulevard. (Assessor Parcel Numbers 92A-779-5 and 92A-779-7); and (2) By resolution, approve TTM-18-37, Vesting Tentative Tract Map 8498 to allow construction of nine single-family homes on an approximately 1.72-acre site located at 36304-36310 Newark Boulevard. (Assessor Parcel Numbers 92A-779-5 and 92A-779-7); and (3) Introduce an ordinance establishing a Planned Development Overlay District located at 36304-36310 Newark Boulevard. (APNs 92A-779-5 and 92A-779-7). The motion passed, 5 AYES.

- E.3 Hearing to consider FMC Parcel C, a 192-unit residential project on a 17.4-acre site within the Dumbarton Transit Oriented Development (TOD) Specific Plan area located west of the intersection of Hickory Street and Enterprise Drive. The City Council will consider approval of: (1) an addendum to the Dumbarton Transit Oriented Development Specific Plan Environmental Impact Report and certifying that the previously approved EIR addresses the impacts of the proposed development; (2) a rezoning of a 17.4-acre portion of Vesting Tentative Tract Map 8453 from Business and Technology Park (BTP) to Residential Medium Density with Form Based Code (RM-FBC) and Planned Development Overlay District (PD) and rezoning of a 5-acre site from Business and Technology Park (BTP) to Park (PK) (APNs: 537-852-1-2; 537-852-2-7 and 537-852-2-8); (3) Vesting Tentative Tract Map 8453; (4) a Planned Development Plan; (5) Authorizing the Mayor to sign a Community Financing Agreement; and (6) Authorizing the Mayor to sign a Park Agreement.**

**RESOLUTION NO. 10887 Addendum to EIR  
RESOLUTION NO. 10888 Vesting Tentative Map  
RESOLUTION NO. 10889 Planned Development Plan  
RESOLUTION NO. 10890 Community Financing Agreement  
RESOLUTION NO. 10891 Park Agreement  
ORDINANCE INTRODUCED**

Assistant City Manager Grindall gave the staff report recommending approval. Presentation on file with City Clerk.

Mayor Nagy opened the public hearing at 8:31 p.m.

Mark Butler, Integral Communities, said that he had read the resolutions and agreed to the conditions.

Amy Hiu asked when the homes would be ready and if the City was working to attract more business.

Mr. Butler stated that he anticipated the homes being ready for sale in 2021.

Assistant City Manager Grindall noted that the City Council has approved 1.3 million square feet of advanced manufacturing space. Approximately one-third of the space has been filled.

Chance Hefter stated that the property looked like it was near the wetlands and asked if there were any potential sinking issues associated with the project.

Assistant City Manager Grindall stated that the land is close to the bay, but not in the wetlands. He noted that the soil is analyzed and treated and would be raised to keep it above flood areas, where needed.

Mayor Nagy closed the public hearing at 8:36 p.m.

Council Member Bucci moved, Council Member Collazo seconded to (1) By resolution, approve, an addendum to the Dumbarton Transit Oriented Development Specific Plan Environmental Impact Report and certifying that the previously approved EIR (State Clearinghouse Number 2010042012) addresses all the impacts of the proposed FMC Parcel C Development (192-Residential Units); and (2) Introduce an ordinance amending Title 17 (Zoning) of the Newark Zoning Code Section 17.03.020 “Zoning Map” by rezoning all that real property shown on Vesting Tentative Tract Map 8453 from Business and Technology Park (BTP) to Residential Medium Density with Form Based Code (RM-FBC) and Planned Development Overlay District (PD) and by rezoning an approximately 5-acre site from Business and Technology Park (BTP) to Park (PK) (APNs: 537-852-1-2; 537-852-2-7 and 537-852-2-8); and (3) By resolution, approve, TTM-18-16, Vesting Tentative Tract Map 8453 to allow construction of a 192-unit residential development (FMC Parcel C) on a 17.4-acre site located west of the intersection of Hickory Street and Enterprise Drive (Assessor Parcel Numbers: 537-852-1-2, 537-852-2-07 and 537-852-2-



8); and (4) By resolution, approve, P-18-8, a Planned Development Plan to allow construction of a 192-unit residential development (FMC Parcel C) on a 17.4-acre site located west of the intersection of Hickory Street and Enterprise Drive (Assessor Parcel Numbers: 537-852-1-2, 537-852-2-07 and 537-852-2-8); and (5) By resolution, authorize the Mayor to sign a Community Financing Agreement with Parcel C Project Owner C, LLC; and (6) By resolution, authorizing a Park Agreement with Parcel C Project Owner, LLC for the construction and dedication of a park to the City. The motion passed, 5 AYES.

## **F. CITY MANAGER REPORTS**

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

### **CONSENT**

- F.1 Approval of Contractual Services Agreements with 4Leaf, Inc, CSG Consultants, Inc, MNG Engineers, Inc, Pakpour Consulting Group and SNG and Associates, Inc. for on-call Public Works Construction Inspection and Civil Engineering Development Plan Check Review Services and authorization to amend the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2018-2019 to provide additional funding for said Contractual Services Agreements. RESOLUTION NO. 10892  
CONTRACT NO. 19004-19009**

### **NONCONSENT**

- F.2 Introduction of an ordinance to amend Newark Municipal Code Chapter 6.28 Regulations - Generally to address shelter, food and water requirements for animals kept outside. ORDINANCE INTRODUCED**

Assistant City Manager Grindall gave the staff report recommending approval. At the October 11, 2018 City Council meeting, Council Member Hannon expressed concern about the vagueness in the regulations that govern how animals are cared for, specifically shelter and food. Staff prepared an ordinance to strengthen the regulations for animal care.

Mayor Nagy stated that there is a perception of a skunk problem and he did not want the food to become a nuisance and bring about more skunks.

Assistant City Manager Grindall stated that he would refer the skunk issue to animal control. He noted that some animals can access automatic feeders.

Council Member Hannon moved, Council Member Bucci seconded to introduce an ordinance amending Newark Municipal Code Title 6 Animals, Chapter 6.28 Regulations – Generally, Sections 6.28.110 – Shelter and 6.28.120 - Food and Water. The motion passed, 5 AYES.

**G. CITY ATTORNEY REPORTS**

**H. ECONOMIC DEVELOPMENT CORPORATION**

**I. CITY COUNCIL MATTERS**

Council Member Bucci thanked the Boy Scouts for attending the meeting.

Council Member Hannon noted that the Martin Luther King, Jr. holiday occurred in the last week and he encouraged the Boy Scouts to listen to his speeches.

Council Member Collazo stated her plane was delayed and she came straight from the airport to the meeting. She read the paper packet while on vacation and expressed appreciation for the electronic packets. She stated that the FMC project will create a new park and that she wanted to form a corn hole team to play. Shop Newark.

Mayor Nagy recognized Matthew Jorgens in the audience from Assembly Member Kansen Chu's office.

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

**K. ORAL COMMUNICATIONS**

**L. APPROPRIATIONS**

**Approval of Audited Demands.**

**MOTION APPROVED**

City Clerk Harrington read the Register of Audited Demands: Check numbers 116532 to 116715.

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

**M. CLOSED SESSION**

**N. ADJOURNMENT**

Mayor Nagy adjourned the meeting at 8:53 p.m.

**C.1 Commending Eagle Scouts Matthew Jacobs, Arsh Hothi, and Shray Khanna.  
(COMMENDATIONS)**

**Background/Discussion** – Matthew Jacobs, Arsh Hothi, and Shray Khanna of the Mission Peak District of the Boy Scouts of America, Troop 186, have each been awarded the rank of Eagle Scout. In recognition of this achievement, each Eagle Scout will receive a commendation at the City Council Meeting

**C.2 Introduction of employee.**

**Background/Discussion** – Sofia Mangalam, who was recently promoted to Senior Planner, will be introduced at the City Council meeting.

**F.1 Second reading and adoption of an ordinance to amend Newark Municipal Code Chapter 6.28 Regulations - Generally to address shelter, food and water requirements for animals kept outside - from Assistant City Manager Grindall.  
(ORDINANCE)**

**Background/Discussion** - The Newark Municipal Code governs the keeping of animals and pets in Newark. At the City Council meeting held on January 24, 2019, the City Council introduced an ordinance amending Newark Municipal Code Sections 6.28.110 – Shelter and 6.28.120 – Food and Water with new language that describes the type of shelter that shall be provided to animals. Animals maintained outdoors must have accessible shelter that protects them from the elements. The shelter must be of adequate size, include a roof, a floor, bedding, and is cleaned and maintained to sanitary conditions. Clean water and food shall be supplied to meet the daily requirements of the species. The water and food will be kept in containers designed to prevent tipping.

A second reading is required before the ordinance may be adopted.

**Attachment** - Ordinance

**Action** - Staff recommends that the Council adopt the ordinance amending Newark Municipal Code Title 6 Animals, Chapter 6.28 Regulations – Generally, Sections 6.28.110 – Shelter and 6.28.120 - Food and Water.

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AMENDING NEWARK MUNICIPAL CODE TITLE  
6 ANIMALS, CHAPTER 6.28 REGULATIONS – GENERALLY,  
SECTIONS 6.28.110 – SHELTER AND 6.28.120 - FOOD AND  
WATER

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

Section 1: Sections 6.28.110 – Shelter and 6.28.120 – Food and Water of the Newark Municipal Code are hereby amended as follows. Text in ~~strikeout~~ denotes deletions while text in underline font denotes insertions.

6.28.110 - Shelter.

~~Every owner or animal keeper shall provide proper and adequate shelter and protection from the elements for each animal.~~

Any animal maintained outdoors must have adequate shelter and protection from the elements for each animal such that the animal can protect itself from direct rays of the sun and the animal can remain dry in the rain. The shelter must:

1. be accessible to the animal at all times.
2. situated to prevent exposing the animal to unreasonable loud noise, or teasing, abuse or injury from another animal or person.
3. include a roof and floor and protection for the elements.
4. be of adequate size to allow the animal to stand up, sit, turn around freely or lie down in a normal position.
5. be equipped with clean and dry bedding materials as necessary.
6. provide protection from weather elements and allow the maintenance of a temperature that is not harmful to the health of the animal.
7. be cleaned and maintained in a manner designed to insure sanitary conditions. Food waste and excreta must be removed as often as necessary to protect the health of the animal and minimize unreasonable noxious odors, allergens, and pests.

6.28.120 - Food and water.

~~Every owner or animal keeper shall supply each animal with food and water daily. The food shall be free from contamination, wholesome, palatable, and of sufficient quantity and nutritive value to meet the normal daily requirements for the condition and size of the animal, as specified by a veterinarian.~~

Every owner or animal keeper shall supply each animal with clean water at all times and with adequate food. Food shall be wholesome and contains sufficient quantity and nutritive value to maintain healthy body weight and meet the normal daily requirements based on the species.

condition and size of the animal. Food and water must be kept in a containers designed to prevent tipping or secured to the ground or structure. Automatic feeders/water dispensers can be used but must be kept clean and provide wholesome food/water.

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.



**F.2 Second reading and adoption of an ordinance to establish a Planned Development Overlay District at 36304 to 36310 Newark Boulevard for Classics at Newark nine single family homes project - from Assistant City Manager Grindall.  
(ORDINANCE)**

**Background/Discussion** – Classic Communities submitted an application to allow construction of a residential project comprising of nine single-family homes on an approximately 1.72-acre site located at 36304-36310 Newark Boulevard. On January 24, 2019 the City Council approved the Planned Development Plan, Vesting Tentative Tract Map 8498 and introduced an ordinance to establish a Planned Development Overlay District for this project. A second reading of the ordinance is required before adoption.

**Attachment** - Ordinance

**Action** - Staff recommends that the City Council, adopt the ordinance establishing a Planned Development Overlay District at 36304-36310 Newark Boulevard (Assessor Parcel Numbers 92A-779-5 and 92A-779-7).

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
NEWARK ESTABLISHING A PLANNED DEVELOPMENT  
OVERLAY DISTRICT AT 36304-36310 NEWARK  
BOULEVARD (ASSESSOR PARCEL NUMBERS 92A-779-5  
and 92A-779-7)

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

Section 1: The City Council of the City of Newark does hereby find and declare that the zoning map amendment embodied in this ordinance is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which provides that where it can be seen with certainty that there is no possibility that the activity in question may have a significant impact on the environment, the activity is not subject to CEQA.

Section 2: Pursuant to Section 17.39.070 and Section 17.39.080 of Title 17 (Zoning) of the City of Newark Municipal Code, the City Council of the City of Newark does hereby find that the zoning map amendment embodied in this ordinance is consistent with the General Plan, necessary to achieve the balance of land uses desired by the City, consistent with the general plan, and to increase the inventory of land within a given zoning district, and promotes the growth of the City in an orderly manner and promotes and protects the public health, safety, peace, comfort, and general welfare of the residents of the City of Newark.

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 Tri-City Voice, a newspaper of general circulation published and printed in the County of Alameda and circulated in the City of Newark.

**F.3 Second reading and adoption of an ordinance for a rezoning of a 17.4-acre portion of Vesting Tentative Tract Map 8453 from Business and Technology Park (BTP) to Residential Medium Density with Form Based Code (RM-FBC) and Planned Development Overlay District (PD) and rezoning of a 5-acre site from Business and Technology Park (BTP) to Park (PK) for property located west of Hickory Street and Enterprise Drive - from Assistant City Manager Grindall.  
(ORDINANCE)**

**Background/Discussion** – Parcel C Project Owner, LLC, submitted an application to allow construction of 192 single-family homes on an approximately 17.4-acre site located to the west of the intersection of Hickory Street and Enterprise Drive.

On January 24, 2019, the City Council approved an addendum to the Dumbarton Transit Oriented Development Specific Plan Environmental Impact Report and certified that the previously approved EIR the impacts of the proposed development, Vesting Tentative Tract Map 8453, a Planned Development Plan, a Community Financing Agreement with Parcel C Project Owner C, LLC, a Park Agreement, and introduced an ordinance amending Title 17 (Zoning) of the Newark Zoning Code Section 17.03.020 “Zoning Map” by rezoning all that real property shown on Vesting Tentative Tract Map 8453 from Business and Technology Park (BTP) to Residential Medium Density with Form Based Code (RM-FBC) and Planned Development Overlay District (PD) and by rezoning an approximately 5-acre site from Business and Technology Park (BTP) to Park (PK) (APNs: 537-852-1-2; 537-852-2-7 and 537-852-2-8). A second reading of the ordinance is required before adoption.

**Attachment - Ordinance**

**Action** - Staff recommends that the City Council, adopt the ordinance amending Title 17 (Zoning) of the Newark Zoning Code Section 17.03.020 “Zoning Map” by rezoning all that real property shown on Vesting Tentative Tract Map 8453 from Business and Technology Park (BTP) to Residential Medium Density with Form Based Code (RM-FBC) and Planned Development Overlay District (PD) and by rezoning an approximately 5-acre site from Business and Technology Park (BTP) to Park (PK) (APNs: 537-852-1-2; 537-852-2-7 and 537-852-2-8).

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING TITLE 17 (ZONING) OF THE NEWARK ZONING CODE SECTION 17.03.020 "ZONING MAP" BY REZONING ALL THAT REAL PROPERTY SHOWN ON VESTING TENTATIVE MAP 8453 FROM BUSINESS AND TECHNOLOGY PARK (BTP) TO RESIDENTIAL MEDIUM DENSITY WITH FORM BASED CODE (RM-FBC) AND PLANNED DEVELOPMENT OVERLAY DISTRICT (PD) AND BY REZONING AN APPROXIMATELY 5-ACRE SITE FROM BUSINESS AND TECHNOLOGY PARK (BTP) TO PARK (PK) (ASSESSOR PARCEL NUMBERS 537-852-1-2; 537-852-2-7 and 537-852-2-8)

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

Section 1: Pursuant to Section 17.39.080 of the City of Newark Zoning Code, the City Council of the City of Newark does hereby find that the zoning change embodied in this ordinance is consistent with the General Plan, necessary to achieve the balance of land uses desired by the City, consistent with the general plan, and to increase the inventory of land within a given zoning district, and promotes the growth of the City in an orderly manner and promotes and protects the public health, safety, peace, comfort, and general welfare of the residents of the City of Newark.

Section 2: Title 17 (Zoning) and Section 17.03.020 "Zoning Map" thereof, being the City of Newark Zoning Code, is hereby amended by rezoning and redistricting the territory in the City of Newark, County of Alameda, State of California:

From Business and Technology Park BTP to Residential Medium Density-Form Based Code (RM-FBC) and Planned Development Overlay District (PD) for all that portion of real property shown on Vesting Tentative Map 8453 in the City of Newark, County of Alameda, State of California as shown on Exhibit B, and

From Business and Technology Park (BTP) to Park (PK) for the real property, situated in the incorporated territory of the city of Newark, county of Alameda, State of California, described as follows: being a portion of resultant parcel b, as said resultant parcel b is described in the grant deed, recorded July 19, 2018, as document no. 2018142099, in the office of the county recorder of alameda county, more particularly described as follows: Beginning at the northwest corner of said resultant parcel B; thence, from said point of beginning, along the northerly line of said resultant parcel b, the following three (3) courses: 1) north 68°14'57" east 113.51 feet, 2) south 66°57'13" east 178.20 feet, 3) north 80°23'14" east 54.32 feet, thence, leaving said northerly line, south 21°45'40" east 118.31 feet; thence, north 68°14'20" east 125.83 feet; thence, south 21°45'40" east 371.40 feet, to the southerly line of said resultant parcel B; thence, along the southerly and westerly lines of resultant parcel b the following three (3) courses: 1) south 64°29'17" west 24.31 feet; 2) south 67°00'30" west 394.70 feet; 3) north 21°45'40" west 636.81 feet to said point of

beginning. containing 217,800 square feet or 5.00 acres of land, more or less attached hereto as shown on Exhibit C.

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 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.

3152519.1

**F.4 Initiation of proceedings and declaration of intention to order the formation of Zone 2 – Sanctuary of Landscaping and Lighting District No. 4 including an increase of the Maximum Assessment Rate, approval of the Preliminary Engineer’s Report, and setting an April 11, 2019 public hearing date – from Assistant City Engineer Imai. (RESOLUTION)**

**Background/Discussion** – On June 13, 1985 the City Council approved the formation of Landscaping and Lighting District No. 4 (Resolution No. 4472), bounded by Cherry Street to the east, Stevenson Boulevard to the south, the Union Pacific Railroad tracks to the west, and Sportsfield Park to the north. Tract 8270 (Sanctuary) and underlying Tracts 8417, 8418, 8419 and 8420 (Sanctuary Villages 1 through 4) are located within the existing Landscaping and Lighting District No. 4 at the northwestern corner of the intersection of Stevenson Boulevard and Cherry Street, but have remained undeveloped until 2018. When development of the Sanctuary project began, it was determined that the parcels within the Sanctuary development would benefit from additional improvements and services, over and above what the remaining parcels in Landscaping and Lighting District No. 4 were benefiting from. As a result, LS-Newark, LLC (Landsea Homes), master developer of Tract 8270, has submitted a petition requesting the formation of Zone 2 of Landscaping and Lighting District No. 4 to include Tract 8270 and the underlying Tracts 8417, 8418, 8419 and 8420.

Because the landscaping and lighting improvements associated with Tract 8270 would provide a different level of service and benefit to the parcels within Tract 8270 than to the remaining parcels currently within Landscaping and Lighting District No. 4, a new zone, “Zone 2 – Sanctuary,” would need to be created to differentiate it from the remainder of Landscaping and Lighting District No. 4. Parcels within Zone 2 would be assessed for improvements and services associated with the existing Landscaping and Lighting District No. 4 as well as improvements and services specific to the Sanctuary development. This would result in an increase of the Maximum Assessment Rate for the parcels within Zone 2 of Landscaping and Lighting District No. 4.

A Preliminary Engineer’s Report has been prepared and is attached for City Council review. The formation of Zone 2 – Sanctuary of Landscaping and Lighting District No. 4 and the increased Maximum Assessment Rate for parcels within Zone 2 is recommended for consideration by the City Council at a Public Hearing on April 11, 2019. Approval of the Preliminary Engineer’s Report and adoption of a Resolution would start the required 45-day noticing period for the Public Hearing.

The Landscaping and Lighting Act of 1972 allows local government to finance the costs and expenses of landscaping and lighting of public areas. The establishment of Zone 2 – Sanctuary, of Landscaping and Lighting District No. 4 would provide for:

- I. The maintenance of the street lighting system along public streets internal to the Sanctuary development – Tract 8270;

- II. The maintenance of trash capture devices located along the Cherry Street frontage of Tract 8270;
- III. The maintenance of trash capture devices located along the Stevenson Boulevard frontage of Tract 8270;
- IV. The maintenance of trash capture devices located within the “in-tract” public rights-of-way internal to the Sanctuary development – Tract 8270; and
- V. The maintenance of the landscaping and landscape irrigation system within a future public neighborhood park internal to the Sanctuary development, located north of Dragonfly Street, between Brush Rabbit Avenue and Sea Turtle Avenue

Maintenance of landscape improvements along the public street frontages and medians within Tract 8270 would be the responsibility of the developer and eventually the Homeowner’s Association of Tract 8270.

The current maximum assessment of existing Landscaping and Lighting District No. 4 for parcels located within Zone 2 is \$26,420.92. Based on the Preliminary Engineer’s Report, the maximum assessment for Fiscal Year 2019-20 for the new improvements associated with Zone 2 would be \$48,486.24, for a total maximum assessment for Zone 2 of \$74,907.16. The new total maximum assessment would be divided equally among the 386 residential parcels within Zone 2 for a maximum assessment of \$194.06 for each single-family unit within Zone 2 – Sanctuary.

To cover rising energy and water rates, the maximum assessment rate for improvements associated with Zone 2 would be adjusted annually based on the Consumer Price Index or three percent (3%), whichever is greater. The annual assessment rate would be less than or equal to the adjusted maximum assessment rate established for that fiscal year. The existing Landscaping and Lighting District No. 4 does not allow for an annual inflation rate to be applied to the maximum assessment rate of the existing District. Therefore, the maximum assessment rate for improvements associated with the original Landscaping and Lighting District No. 4 would not be adjusted.

In accordance with Proposition 218, a parcel’s assessment for any certain improvement shall be based on the proportional special benefit conferred on that parcel by that improvement. While trash capture devices provide a certain level of special benefit to the parcels within Zone 2 – Sanctuary, they also provide a general benefit to the City of Newark as a whole by reducing the amount of trash and contaminants in our streams and bay. Based on studies from the Environmental Protection Agency and California State Water Resources Control Board, it is estimated that eighty percent (80%) of trash that ends up in our waterways originates on land. Therefore, the City’s contribution for the general benefits from the trash capture devices is 80% of the \$2,444.24 in annual maintenance and reserve costs for the trash capture devices installed within Zone 2 – Sanctuary, or \$1,955.39 per year.

Similarly, because there are parcels located outside of the Sanctuary development that will receive special benefit from the new public neighborhood park, parcels within Zone 2 – Sanctuary may only be assessed for their share of the special benefit from the park improvements. Therefore, the share of special benefit from the neighborhood park received by parcels outside of Zone 2 – Sanctuary must be funded by the City. The National Recreation and Parks Association uses a standard service radius of 0.25 miles for neighborhood parks, which means that any parcels located within a 0.25-mile radius of the future neighborhood park within Zone 2 – Sanctuary could potentially receive special benefit from the park. A survey of all parcels within a 0.25-mile radius of the neighborhood park in Zone 2 – Sanctuary revealed that 363 residential condominium parcels east of Cherry Street could receive special benefit from the park. The share of special benefit from the neighborhood park received by parcels outside of Zone 2 – Sanctuary would have to be funded by the City. Based on the number of condominium units outside of Zone 2 – Sanctuary that could potentially receive special benefit from the neighborhood park the City's share of the \$26,484.48 in annual maintenance costs for the park would be \$9,553.36 per year, for a total City contribution towards the maintenance of Zone 2 – Sanctuary improvements of \$11,508.75 per year.

#### **Attachment**

**Action** – It is recommended that the City Council, by resolution: (1) initiate proceedings for the creation of Zone 2 – Sanctuary of Landscaping and Lighting District No. 4 and increase of Maximum Assessment Rate, (2) approve the Preliminary Engineer's Report, (3) declare the intention to order the formation of Zone 2 – Sanctuary of the assessment district and to increase the Maximum Assessment Rate, and (4) set the Public Hearing date on April 11, 2019.



RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK INITIATING PROCEEDINGS FOR THE CREATION OF ZONE 2 – SANCTUARY OF LANDSCAPING AND LIGHTING DISTRICT NO. 4 AND INCREASE OF MAXIMUM ASSESSMENT RATE, APPROVING THE PRELIMINARY ENGINEER’S REPORT, DECLARING INTENTION TO ORDER THE FORMATION OF ZONE 2 – SANCTUARY OF THE ASSESSMENT DISTRICT AND TO INCREASE THE MAXIMUM ASSESSMENT RATE, AND SETTING THE PUBLIC HEARING DATE ON APRIL 11, 2019

The City Council of the City of Newark hereby resolves the following:

1. The City Council proposes to create Zone 2 – Sanctuary of Landscaping and Lighting District No. 4 pursuant to the Landscaping and Lighting Act of 1972 (Section 22500 and following, Streets and Highway Code) for the purpose of providing the following improvements:
  - I. The maintenance of an “in-tract” street lighting system along public streets internal to the Sanctuary development – Tract 8270;
  - II. The maintenance of trash capture devices located along the Cherry Street frontage of Tract 8270;
  - III. The maintenance of trash capture devices located along the Stevenson Boulevard frontage of Tract 8270;
  - IV. The maintenance of trash capture devices located within the “in-tract” public rights-of-way; and
  - V. The maintenance of landscaping and the landscape irrigation system within a future public neighborhood park internal to the Sanctuary development, located north of Dragonfly Street, between Brush Rabbit Avenue and Sea Turtle Avenue

Costs shall include all maintenance and operation costs, including normal upkeep, operating expenses, management expenses, replacement and replanting costs. The maximum assessment rate will be adjusted annually based on 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.

2. The proposed zone shall be designated as “Zone 2 – Sanctuary of Landscaping and Lighting District No. 4, City of Newark, Alameda County, California,” and shall include the land shown on the Assessment Diagram, Appendix B, of the attached Preliminary Engineer’s Report, which diagram is on file with the City Clerk and is hereby approved.

3. The Preliminary Engineer's Report was prepared pursuant to Section 22565 of the Streets and Highways Code.
4. The Preliminary Engineer's Report is filed with the City Clerk pursuant to Section 22623 of the Streets and Highways Code. The Report has been presented to the City Council and is hereby incorporated by reference.
5. The City Council has reviewed the Report. Pursuant to Section 22623 of the Streets and Highways Code, the City Council hereby approves the Preliminary Engineer's Report as submitted or as modified by the City Council's direction and action.
6. The City Council hereby declares its intention to conduct a Public Hearing for the formation of Zone 2 – Sanctuary of Landscaping and Lighting District No. 4 in accordance with Section 22620 of the Streets and Highways Code. A Public Hearing will be held by the City Council on Thursday, April 11, 2019 at 7:30 p.m., or as soon thereafter, at the City of Newark Council Chambers, City Hall, 37101 Newark Boulevard, Newark, California. The proposed total maximum assessment for Zone 2 – Sanctuary is \$74,907.16, and the maximum assessment per single-family dwelling unit for Fiscal Year 2019-2020 is \$194.06. All interested persons shall have the opportunity to be heard.
7. The City shall distribute notices and ballots that include the time and place of the Public Hearing to all property owners within Zone 2 – Sanctuary of Landscaping and Lighting District No. 4.



## **ENGINEER'S REPORT**

### **Landscape and Lighting District No. 4 Creation of Zone 2 (Sanctuary Development) and Assessment Rate Increase**

**Fiscal Year 2019/20**

for the

**CITY OF NEWARK**

**Alameda County, California**

**February 2019**

Prepared by:



**Harris & Associates**

**ENGINEER'S REPORT  
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Appendices

Appendix A     Maintenance Exhibit

Appendix B     Assessment Diagram

Appendix C     Assessment Roll

**CERTIFICATIONS**

**CITY OF NEWARK  
LANDSCAPE AND LIGHTING DISTRICT NO. 4  
CREATION OF ZONE 2 (SANCTUARY)  
AND ASSESSMENT RATE INCREASE**

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 XIIID 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: February 6, 2019

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 \_\_\_\_\_, 2019.

\_\_\_\_\_, 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 \_\_\_\_\_, 2019.

\_\_\_\_\_, City Clerk,  
City of Newark  
Alameda County, California

By \_\_\_\_\_

**CITY OF NEWARK**

**FISCAL YEAR 2019/20  
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 XIID 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 XIID 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. 4  
ZONE 2  
TRACT 8270, (UNDERLYING TRACTS 8417, 8418, 8419 AND 8420)**

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 Zone, in proportion to the estimated benefits to be received by such lots and parcels.

**PART D**  
**ASSESSMENT DIAGRAM**

The Diagram of the District Boundaries showing the exterior boundaries and the lines and dimensions of each lot or parcel of land within the Zone. The lines and dimensions of each lot or parcel within the Zone 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 benefitting lot or parcel of land within the Zone.

## **PART A**

### **Plans and Specifications**

Tract 8270, with underlying Tracts 8417, 8418, 8419 and 8420 - Sanctuary (the "Development") were included in the original formation of Assessment District No. 4 (the "Existing District") but remained undeveloped until 2018. When development began, it was determined that the parcels within the Development would benefit from additional improvements and services, over and above what other parcels in the Existing District were benefitting from. As a result, the Development will become "Zone 2" of the Existing District. Parcels in Zone 2 will be assessed for improvements and services in the Existing District, as well as improvements and services specific to the Development. This will result in an "increased assessment" for the parcels in Zone 2. An Assessment Ballot procedure will be conducted in conjunction with the formation of Zone 2, to ensure the property owners are aware and approve of both the creation of Zone 2 and the increased assessment.

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.

### **DESCRIPTION OF IMPROVEMENTS TO BE MAINTAINED AND SERVICED**

The improvements are generally described as follows:

#### **Zone 2 Improvements**

Improvements within the Development include, but are not limited to: public street lighting and trash capture devices only. Other improvements, including landscaping, sidewalk rights-of-way, medians, parkways and other easements dedicated to the City of Newark will be maintained by an HOA and will not be assessed through the Existing District. Specifically, the improvements will be:

- 51 street lights located throughout Tract 8270
- 6 Trash Capture Devices ("TCD") on Cherry Street
- 2 TCD's on Stevenson Boulevard
- 3 TCD's on Tom Cod Street
- Neighborhood Park located north of Dragonfly Street, between Sea Turtle and Brush Rabbit

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 Development. There are 51 street lights to be maintained by the District as shown above.

***Appendix A of this report provides an Exhibit showing the location of the Zone Improvements.***



## **DESCRIPTION OF MAINTENANCE AND SERVICES – EXISTING DISTRICT**

Existing District Improvements, as described in the Engineer's Report for Fiscal Year 2018-19, are:

- The maintenance of Stevenson Boulevard median-island landscaping from the Nimitz Freeway to Cherry Street.
- The maintenance of median-island and up to 50 feet of green belt landscaping and street lighting adjacent to Cherry Street and the interior loop street within the boundaries of New Technology Park.
- The maintenance of landscaping across the Newark Unified School District parcel on Cherry Street.

## **DESCRIPTION OF MAINTENANCE AND SERVICES – ZONE 2**

The proposed maintenance and services for Zone 2 include street lighting maintenance and services (the "Street Lighting Maintenance"); Trash Capture Devices (the "Trash Capture Device Maintenance") and neighborhood park maintenance ("Park Maintenance"). The proposed maintenance and services are generally described as follows:

### **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.

### **Landscape Maintenance**

Maintenance includes only the maintenance and servicing of Trash Capture Devices and the Neighborhood Park. Park Maintenance includes turf, trees and irrigation. All other landscaping, including medians, will be maintained by an HOA as described above.

**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 2019-20, as estimated in the table below. 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.

The table on the following page shows the estimated annual costs for the Zone:

**Cost Estimate – Zone 2**

Item	Unit	Quantity	Cost/Unit	Cycle (Years)	Annual Cost
<b>Zone Improvements</b>					
<i>Maintenance Costs</i>					
Tract 8270 Street Lights	EA	51	\$100.85	1	\$5,143.35
Trash Capture Devices	EA	11	\$186.32	1	\$2,049.52
Park Maintenance	SF	132,422	\$0.20	1	<u>\$26,484.48</u>
<i>Subtotal Maintenance Costs</i>					<u>\$33,677.35</u>
<i>Operating Reserves (10% of Maintenance Costs)</i>					<u>\$3,367.74</u>
<i>Capital Replacement Reserves</i>					
Tract 8270 Street Lights					
LED Post Top	EA	51	\$1,834.11	14	\$6,827.71
LED Printed Circuit Boards	EA	51	\$496.85	14	\$1,849.59
Driver	EA	51	\$95.55	14	\$355.70
Button Photocell	EA	51	\$89.58	25	\$182.74
Fusing	EA	51	\$19.90	25	\$40.60
Tapered Round POLE	EA	51	\$1,081.04	75	\$735.11
Pole Bracket/Arm	EA	51	\$859.93	75	\$584.75
Trash Capture Devices	EA	11	\$517.55	30	<u>\$189.77</u>
<i>Subtotal Capital Replacement Reserves</i>					<u>\$10,765.96</u>
<b>Total Annual Cost of Zone Improvements</b>					<b>\$47,811.05</b>
<b>Existing District Improvements</b>					<b>\$26,420.92</b>
<b>Administrative Costs</b>					
City Personnel Costs	10% of Maintenance Costs				\$3,367.74
Contractual Maintenance Costs	10% of Maintenance Costs				\$3,367.74
Inspection	8% of Maintenance Costs				\$2,694.19
Assessment Engineering	\$1,500 Annual Fee				\$1,500.00
Alameda County Collection Charges (1.7%)	1.7% of Assessment Amount				\$1,250.64
Rounding Adjustment					<u>\$3.65</u>
<b>Annual Cost of Administration</b>					<b>\$12,183.95</b>
<b>General/Special Benefit Adjustments</b>					
Special Benefit to Parcels Outside of Sanctuary					-\$9,553.36
General Benefit Adjustment					<u>-\$1,955.39</u>
<b>Total General/Special Benefit Adjustments</b>					<b>-\$11,508.75</b>
<b>Total Balance to Levy</b>					<b>\$74,907.16</b>

**Cost Estimate Notes**

- The operating reserve collection 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 budget shown above provides for collection of the 50% operating reserve over the first five years that the assessment is levied.
- 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.

## 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 Sanctuary development, Tract 8270 is comprised of 386 single family homes and private roads.

*Special Benefit from Landscape Maintenance*

All parcels within the Zone receive special benefit from Landscape Maintenance, specifically the TCD's, which confer a particular and distinct special benefit upon real property within the Zone by reducing or eliminating the trash and other debris needing to be picked up. In addition, the aforementioned contributes to a specific increase in property desirability and a specific enhancement of the property value of each parcel within the District. Please refer to "General Benefit from Landscape Maintenance" below, for additional details.

All parcels within the Zone receive special benefit from Park Maintenance. The overall quality of life and desirability of an area is enhanced, when public parks and recreational facilities are in place, improved, operable, safe, clean and maintained. Conversely, property desirability decreases when park and recreational facilities are unsafe or destroyed by the elements or vandalism.

Property desirability in an area also increases when there is an increase in the number of parks, recreation centers and sports facilities. These park and recreational facilities enable property owners to participate in sporting events, leisure activities, picnics, organized social events, and other miscellaneous activities.

Studies in a number of communities, including counties and cities throughout the United States, have indicated that recreation areas and facilities, if well maintained and wisely administered, have caused a marked increase in the property values of parcels in the community. Consequently, such recreation and park facilities have proved a potent factor in maintaining a sound economic condition and a high standard of livability in the community. These studies confirm the opinion long held by planning authorities as to the economic value of parks and recreational facilities in a community.

*The recreation value is realized as a rise in the value of land and other property in or near the recreation area, and is of both private interest to the landowner and others, holding an economic stake in the area, and of public interest to the taxpayers, who have a stake ...."*  
*(National Recreation and Park Association, June 1985)*

*Recreation and park amenities are central components in establishing the quality of life in a community. ... [Businesses'] main resource is their employees for whom quality of life is an important issue... The availability and attractiveness of local parks and programs influences some companies' relocation decisions. ... the presence of a park encourages real estate development around it.... "(California Parks & Recreation, Winter 1997)*

The benefit of parks and other recreational facilities to residential and commercial/industrial properties has been summarized by a number of studies. The United States Department of the Interior, National Park Service, in a publication of June 1984, concluded that:

- Parks and recreation stimulate business and generate tax revenues
- Parks and recreation help conserve land, energy, and resources

- An investment in parks and recreation helps reduce pollution and noise, makes communities more livable, and increases property values
- Public recreation benefits all employers by providing continuing opportunities to maintain a level of fitness throughout one's working life, and through helping individuals cope with the stress of a fast-paced and demanding life

Proper maintenance and operation of the parks within the City benefits those properties within the service areas of the parks by providing environmental quality and recreational enhancement.

Special Benefit from Street Lighting Maintenance

All parcels within the Zone 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 Zone receive a special benefit from the installation, operation, maintenance and servicing of the existing District street lighting, primarily because the properties and the persons using the properties, are provided safe street access.

Special Benefit to Parcels Outside of Sanctuary

There are parcels outside of the Zone that receive special benefit from the Park Improvements. The parcels within the Zone may only be assessed for their share of special benefit from the Improvements. The share of special benefit from the Improvements received by parcels outside of the Zone must be funded by a contribution from a source other than Zone assessments.

The National Recreation and Parks Association uses a standard service radius of 0.25 miles for neighborhood parks and many agencies in California have adopted that same standard for their own local parks. This means any parcels located within a 0.25 mile radius of a neighborhood park could potentially receive special benefit from that park because the residents can access the park. We reviewed all parcels within a 0.25 mile radius of the neighborhood park in the Sanctuary development and found 363 residential parcels (condominiums) north of Cherry Street that could receive special benefit from the park. On average, fewer people reside in a condominium than reside in a single family home due to the reduced size of a typical condominium as compared to a typical single family home. As a result, condominiums are deemed to receive a lesser degree of benefit from certain improvements and services, and are therefore assessed at a lower rate than a single family residential unit (0.6 vs. 1.0).

The table below shows a summary of the required contribution for those condominium parcels outside the District:

**Required Contribution for Special Benefit to Parcels Outside of Sanctuary**

Item	Residential Unit Type	No. of Units	Rate Per Unit	Total Units	% Share	Cost Share
<i>Parcels Outside of Sanctuary</i>	<i>Condominium</i>	<b>363</b>	<b>0.6</b>	<b>217.80</b>	<b>36.1%</b>	<b>\$9,553.36</b>
Sanctuary Parcels	Single Family	386	1.0	386.00	63.9%	\$16,931.12
Totals for Park Maintenance Special Benefit:				603.80	100.0%	\$26,484.48

**General Benefit**

There is general benefit conferred to parcels from the Improvements, specifically the Trash Capture Devices, shown below. 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 outside the District by 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, therefore 80% of the cost of maintenance and reserves related to the TCDs is determined to provide general benefit as shown in the following table:

**Required Contribution for General Benefit to Zone Parcels**

Item	Unit	Quantity	Cost/Unit	Cost/Yr
<b><u>Landscape Maintenance</u></b>				
Trash Capture Devices	EA	11	\$186.32	\$2,049.52
<b>Total Landscape Maintenance Cost</b>				<b>\$2,049.52</b>
<b><u>Reserves</u></b>				
Operating Reserve (10% of Total Maintenance Cost)				\$204.95
Annual Capital Replacement Reserve				\$189.77
<b>Total Reserves</b>				<b>\$394.72</b>
<b><u>Allocation of Maintenance and Reserve Costs to General Benefit</u></b>				
Total Maintenance and Reserve Costs				\$2,444.24
80% Allocation to General Benefit				x 80%
<b>Total Allocation of Maintenance and Reserve Costs to General Benefit</b>				<b>\$1,955.39</b>



### Apportionment

The method of spreading assessments uses an equivalent unit methodology to spread the costs.

Since the Development includes only single family parcels, the total costs of the project, including incidental expenses, are spread equally to all 386 single family parcels in the Development.

### Assessment

The Assessment Rate for Zone 2 may be adjusted annually, based upon the cost estimate, but may not exceed the established Maximum Assessment Rate for that year.

- 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 2019-20, 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.
- District 4 (Existing District) **does not** have annual inflator built into the assessments. The assessments for Zone 2 will have an annual inflator as described above. A breakdown of the total assessment amount for the Zone 2 parcels is shown on the following page:

Item	Cost/Year
Existing District Maximum Assessment (for Parcels within Zone 2)	\$26,420.92
Total Parcels - Zone 2	<u>386</u>
<b>Existing District Maximum Assessment Per Unit</b>	<b>\$68.45</b>
Maximum Assessment for New Zone 2 Improvements	\$48,486.24
Total Parcels - Zone 2	<u>386</u>
<b>New Zone 2 Improvements Maximum Assessment Per Unit</b>	<b>\$125.61</b>
<b>Total Maximum Assessment Per Unit</b>	<b>\$194.06</b>

As stated above, the “Existing District Maximum Assessment Per Parcel” cannot be increased unless the property owners approve an increase, in accordance with the provisions of Proposition 218. The “New Zone 2 Improvement Maximum Assessment Per Parcel” is subject to annual CPI adjustment.

## **PART D**

### **Assessment Diagram**

The boundary diagram for the Zone is included herein as Appendix B, and is part of this report. There is also a diagram showing the exterior boundaries of the Existing District. Zone 2 includes Assessment numbers 10 and 12, and is located on the northwest corner of Stevenson Boulevard and Cherry Street.

The lines and dimensions of each lot or parcel within the Zone 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**

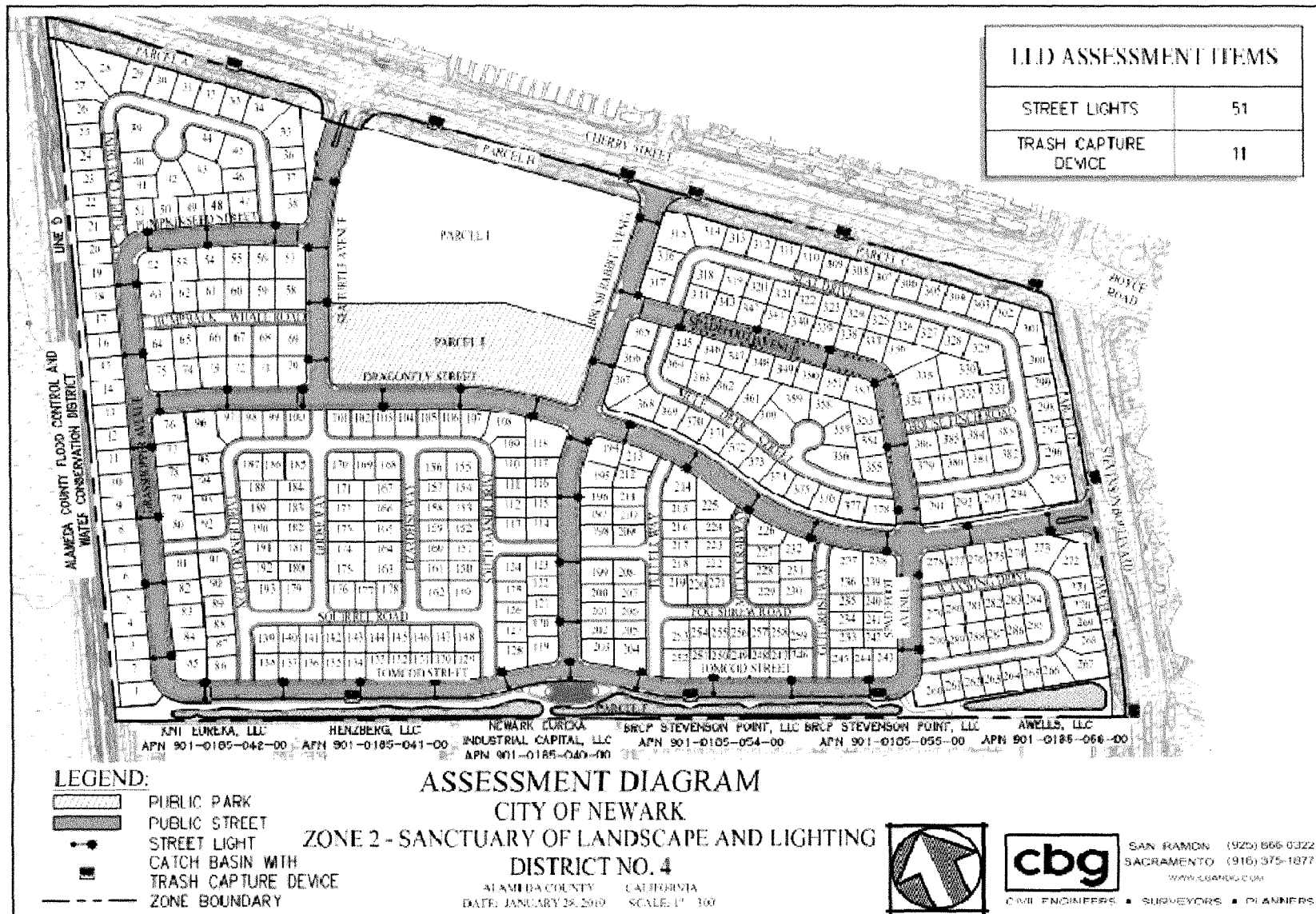
All assessed lots or parcels of real property within the Zone are listed on the Assessment Roll. The Assessment Roll states the maximum amount that may be assessed upon assessable lands within the Zone for Fiscal Year 2019/20 and describes each assessable lot or parcel of land. These lots are more particularly described in the Assessment Roll, which is included in this Report as Appendix C.

The Assessment Roll, Appendix C, shows the current Assessor's Parcel Numbers (APNs), which will be subdivided into individual APNs prior to development. Each individual parcels shall be assessed based on its development status and parcel type.

APPENDIX A  
Zone 2 – Sanctuary of Landscape and Lighting District No. 4  
Maintenance Exhibit

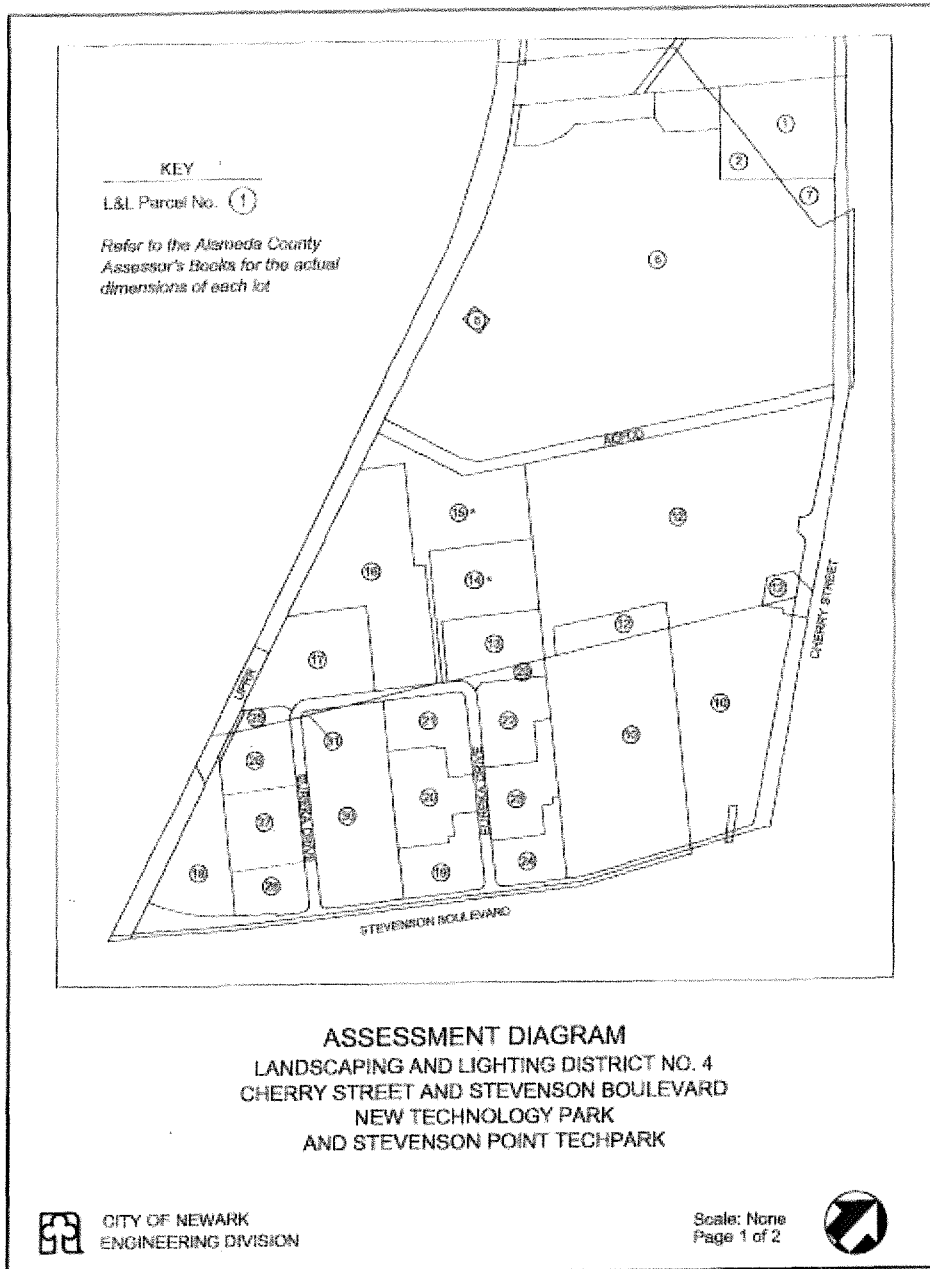


**APPENDIX B**  
**Zone 2 – Sanctuary of Landscape and Lighting District No. 4**  
**Assessment Diagram**



### APPENDIX B

## Landscaping and Lighting District No. 4 Assessment Diagram



## **APPENDIX C**

### **Assessment Roll**

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 Zone. The Assessment Roll is shown on the following pages.



**City of Newark**  
**Landscape and Lighting District No. 4**  
**Zone 2 - Sanctuary**  
**Fiscal Year 2019/20 Assessment Roll**

Village	Lot Number	Assessor's Parcel Number	Property Owner	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
N/A	N/A	901 -0200-016-00	LS NEWARK LLC	EXE	\$0.00	\$0.00	\$0.00
N/A	N/A	901 -0200-017-00	LS NEWARK LLC	EXE	\$0.00	\$0.00	\$0.00
N/A	N/A	901 -0200-018-00	ARROYO CAP III LLC	EXE	\$0.00	\$0.00	\$0.00
I	1	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	2	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	3	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	4	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	5	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	6	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	7	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	8	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	9	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	10	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	11	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	12	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	13	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	14	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	15	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	16	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	17	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	18	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	19	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	20	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	21	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	22	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	23	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	24	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	25	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	26	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	27	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	28	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	29	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	30	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	31	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	32	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	33	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	34	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	35	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	36	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	37	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	38	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	39	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	40	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	41	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	42	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	43	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	44	901 -0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06

Village	Lot Number	Assessor's Parcel Number	Property Owner	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
I	45	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	46	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	47	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	48	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	49	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	50	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	51	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	52	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	53	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	54	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	55	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	56	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	57	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	58	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	59	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	60	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	61	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	62	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	63	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	64	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	65	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	66	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	67	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	68	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	69	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	70	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	71	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	72	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	73	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	74	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	75	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	76	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	77	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	78	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	79	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	80	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	81	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	82	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	83	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	84	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
I	85	901-0200-019-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	109	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	110	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	111	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	112	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	113	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	114	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	115	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	116	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	117	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	118	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	119	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	120	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	121	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	122	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06

Village	Lot Number	Assessor's Parcel Number	Property Owner	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
II	123	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	124	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	125	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	126	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	127	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	128	901-0200-020-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	86	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	87	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	88	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	89	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	90	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	91	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	92	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	93	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	94	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	95	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	96	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	97	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	98	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	99	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	100	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	101	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	102	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	103	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	104	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	105	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	106	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	107	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	108	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	129	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	130	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	131	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	132	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	133	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	134	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	135	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	136	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	137	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	138	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	139	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	140	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	141	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	142	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	143	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	144	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	145	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	146	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	147	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	148	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	149	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	150	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	151	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	152	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	153	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	154	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06

Village	Lot Number	Assessor's Parcel Number	Property Owner	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
II	155	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	156	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	157	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	158	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	159	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	160	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	161	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	162	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	163	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	164	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	165	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	166	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	167	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	168	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	169	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	170	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	171	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	172	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	173	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	174	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	175	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	176	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	177	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	178	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	179	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	180	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	181	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	182	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	183	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	184	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	185	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	186	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	187	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	188	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	189	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	190	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	191	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	192	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
II	193	901-0200-021-00	ARROYO CAP III LLC	SFR	\$190.82	\$3.24	\$194.06
III	194	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	195	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	196	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	197	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	198	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	199	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	200	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	201	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	202	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	203	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	204	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	205	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	206	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	207	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	208	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	209	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06



Village	Lot Number	Assessor's Parcel Number	Property Owner	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
III	265	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	266	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	267	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	268	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	269	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	270	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	271	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	272	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	273	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	274	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	275	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	276	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	277	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	278	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	279	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	280	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	281	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	282	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	283	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	284	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	285	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	286	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	287	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	288	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	289	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
III	290	901-0200-022-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	291	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	292	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	293	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	294	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	295	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	296	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	355	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	356	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	372	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	373	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	374	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	375	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	376	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	377	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	378	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	379	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	380	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	381	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	382	901-0200-024-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	297	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	298	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	299	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	300	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	301	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	302	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	303	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	304	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	305	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	306	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06



Village	Lot Number	Assessor's Parcel Number	Property Owner	Land Use	Total w/o Collection Charge	County Collection Charge	Maximum Assessment
IV	364	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	365	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	366	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	367	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	368	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	369	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	370	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	371	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	383	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	384	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	385	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
IV	386	901-0200-025-00	KB SANCTUARY LLC	SFR	\$190.82	\$3.24	\$194.06
<b>TOTALS:</b>					<b>\$73,652.87</b>	<b>\$1,250.64</b>	<b>\$74,907.16</b>



**F.5 Approval of the Used Oil Payment Program planned expenditures for fiscal years 2018-2019 and 2019-2020 and an amendment to the 2018-2020 Biennial Budget and Capital Improvement Plan – from Administrative Analyst Khuu-Seeman.  
(RESOLUTION)**

**Background/Discussion** – The Department of Resources and Recycling and Recovery (CalRecycle) administers the Used Oil Payment Program (OPP) which provides funding to local governments/jurisdictions for the purpose of maintaining used oil and used oil filter collection/recycling programs.

Used oil collection programs funded by the OPP must provide at least one of the following: ensuring there is at least one Certified Used Oil Collection Center for every 100,000 residents not served by curbside collection, and, providing used oil curbside collection at least once a month. Additionally, recipients of OPP funding must have a public education component that informs the public of locally available used oil recycling opportunities.

The City of Newark has received OPP funding since 1995, and currently has six Certified Used Oil Collection Centers throughout the City. Additionally, Republic Services provides used oil curbside collection—Republic drivers deliver new motor oil and filter recovery kits upon request, and residents are able to recycle used motor oil by placing the oil next to their recycling cart on collection day.

As part of the public education component of the grant, City of Newark staff work at community events during the year (such as Newark Days and Family Day at the Park), staffing a booth to promote awareness of the program. In past years, staff purchased and distributed used oil recycling kits as a way to encourage residents to properly dispose of used motor oil. Although the kits were initially popular, staff has recently found it increasingly difficult to generate continued interest in the kits. As a result, staff intends to focus on program outreach through participation in the regional media campaign along with purchasing Newark specific outreach (such as movie theater ads at the AMC NewPark 12 theaters). The regional media campaign is coordinated and managed by StopWaste and provides economies of scale, as well as a consistent outreach message for the program. The campaign typically includes, but is not limited to: BART advertising, bus advertising, online advertising, and radio advertising.

The City of Newark received \$12,370 in OPP funding from CalRecycle in fiscal year 2017-2018, to be used by June 30, 2019, and was awarded \$12,616, to be received in the 2018-2019 fiscal year, to be used by June 30, 2020. A budget amendment is necessary to authorize program expenditures by transferring funds from the OPP funding account to the expenditure account.

All expenditures using OPP funding must be for the purposes of establishing and maintaining a used oil program. Anticipated expenditures for fiscal year 2018-2019 and 2019-2020 will continue to be similar to expenditures from past fiscal years, and may include, but are not limited to, expenses for: flyers, advertising to promote awareness of the program, translations for flyers, promotional items, training, and staff time. Specifically, staff anticipates the following

approximate expenditures: Regional Media Campaign - \$5,000, Newark specific advertising (such as movie theater ads purchased through the Regional Media Campaign) - \$5,000, HAZWOPPER training (hazardous waste training for staff) - \$2,000, and miscellaneous expenses (printed flyers, staff time) - \$300-\$600. All anticipated expenditures are eligible costs under the program guidelines.

**Attachment**

**Action** - It is recommended that the City Council, by resolution, approve the fiscal year 2018-2019 and 2019-2020 planned expenditures for the City of Newark's Used Oil Collection Program, and an amendment to the 2018-2020 Biennial Budget and Capital Improvement Plan.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK TO APPROVE THE USED OIL PAYMENT  
PROGRAM PLANNED EXPENDITURES FOR FISCAL YEARS  
2018-2019 AND 2019-2020 AND AN AMENDMENT TO THE  
2018-2020 BIENNIAL BUDGET AND CAPITAL  
IMPROVEMENT PLAN

WHEREAS, the City of Newark has been a Used Oil Payment Program (OPP) funding recipient since 1995; and

WHEREAS, all expenditures using OPP funding must be for the purposes of establishing and maintaining a used oil program and must follow program guidelines for eligible costs; and

WHEREAS, funds for each OPP cycle must be expended or returned to CalRecycle at the end of each cycle; and

WHEREAS, funding in the amount of \$12,370 was awarded to the City of Newark as part of funding cycle OPP8, which runs through June 30, 2019 and \$12,616 was awarded to the City of Newark as part of funding cycle OPP9, which runs through June 30, 2020; and

WHEREAS, anticipated expenditures for fiscal years 2018-2019 and 2019-2020 may include, but are not limited to, expenses for: flyers, advertising, translations, promotional items, training, and staff time; and

WHEREAS, all anticipated fiscal year 2018-2019 and 2019-2020 expenditures are eligible costs under the program guidelines;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark authorizes the planned fiscal year 2018-2019 and 2019-2020 Used Oil Collection Program expenditures; and

BE IT FURTHER RESOLVED that the 2018-2020 Biennial Budget and Capital Improvement Plan is amended as follows:

For Fiscal Year 2018-2019:

From Account:	109-0000-3490-F06 (OPP Funding)	\$12,370
To Account:	109-1041-5280-F06 (OPP Expenditures)	\$12,370

For Fiscal Year 2019-2020:

From Account:	109-0000-3490-F06 (OPP Funding)	\$12,616
To Account:	109-1041-5280-F06 (OPP Expenditures)	\$12,616

**F.6 Approval of the recommendation from the Community Development Advisory Committee for allocation of anticipated Community Development Block Grant Jurisdiction Improvement Project funds for fiscal year 2019-2020 – from Senior Planner Sofia Mangalam. (MOTION)**

**Background/Discussion** – The City of Newark’s anticipated allotment of Community Development Block Grant (CDBG) funds for fiscal year 2019-2020 is still unknown. However, in order to meet the deadlines for approval by the U.S. Department of Housing and Urban Development (HUD), the City Council must accept a recommendation from the Community Development Advisory Committee (CDAC) to allocate the anticipated funds at this time. Therefore, City staff is using an estimate of \$188,600 for planning purposes. This estimate is based on the last year’s funding amount. Actual funding could be greater or smaller than this amount.

Newark’s CDBG funds are allocated by formula into three primary categories – General Administration (\$7,800), Housing Rehabilitation (\$40,459) and Jurisdiction Improvement Projects (\$134,417). The General Administration funds are used to reimburse the City for the expense of administering the CDBG funds. The Housing Rehabilitation fund is dedicated to assist qualified homeowners with repairs to their homes under the Minor Home Repair Program. The Jurisdiction Improvement Project funds are available to the City for qualifying projects.

**Recommendations for use of 2019-20 Jurisdiction Improvement Funds**

The CDAC met on January 31, 2019 to review the status of CDBG projects and to determine the recommended allocation of Jurisdiction Improvement funds for fiscal year 2019-2020. At that meeting, the CDAC voted unanimously to recommend that the City Council allocate \$134,417 in anticipated funds to the Citywide ADA Compliance Improvements. This project would address ADA compliance needs at Bridgepointe Park and Sports Field Park. The scope of work includes ADA parking accessibility, repairing and resurfacing pathway and sidewalk to remove tripping hazards, curb ramp installations and upgrades, and other exterior surface improvements to make connections more accessible. These improvements would provide accessibility benefits for the entire community.

**Attachment** - None

**Action** - It is recommended that the City Council, by motion, accept the recommendation from the CDAC to approve the allocation of anticipated CDBG Jurisdiction Improvement Project estimated \$134,417 funds for fiscal year 2019-20 to the Citywide ADA Compliance Improvements.

3173458.1

**F.7 Amendment of the 2018-2020 Biennial Budget and Capital Improvement Plan to include two position control adjustments for previously budgeted reclassifications in the Public Works Department – from Human Resources Director Abe and Public Works Director Fajeau. (RESOLUTION)**

**Background/Discussion** – The 2018-2020 Biennial Budget and Capital Improvement Plan includes funding for the reclassifications of one Administrative Analyst to a Senior Administrative Analyst and one Administrative Support Specialist II to a Senior Administrative Support Specialist in the Public Works Department. The position control portion of the budget document should be amended to include these previously budgeted reclassifications.

The essential duties and level of responsibility associated with these two positions in the Public Works Department have been steadily increasing for several years and are consistent with the higher level classifications. With the recent transfer of administration of the City’s solid waste services contracts to the Public Works Department, there is now a significant additional increase in the breadth and complexity of duties assigned to the Administrative Analyst. A portion of the duties previously assigned to the Administrative Analyst have been transferred to the Administrative Support Specialist II, resulting in a higher level of responsibility and increased overall demands for that position as well. Based on a detailed analysis for each position, staff has determined that the higher level classifications of Senior Administrative Analyst and Senior Administrative Support Specialist are appropriate.

There is no fiscal impact to the 2018-2020 Biennial Budget and Capital Improvement Plan due to these position control adjustments.

**Attachments**

**Action** – It is recommended that the City Council, by resolution, amend the 2018-2020 Biennial Budget and Capital Improvement Plan to include position control adjustments for two previously budgeted reclassifications in the Public Works Department.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING THE 2018-2020 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN TO INCLUDE POSITION CONTROL ADJUSTMENTS FOR TWO PREVIOUSLY BUDGETED RECLASSIFICATIONS IN THE PUBLIC WORKS DEPARTMENT

WHEREAS, the 2018-2020 Biennial Budget and Capital Improvement Plan includes funding for reclassifications of one Administrative Analyst to a Senior Administrative Analyst and one Administrative Support Specialist II to a Senior Administrative Support Specialist in the Public Works Department; and

WHEREAS, due to an inadvertent omission, the authorized position controls within the budget document need to be updated to correspond with these previously budgeted reclassifications.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the position control portion of the 2018-2020 Biennial Budget and Capital Improvement Plan, adopted by Resolution No. 10794, is hereby amended to reclassify an Administrative Analyst to a Senior Administrative Analyst and reclassify an Administrative Support Specialist II to a Senior Administrative Support Specialist, effective February 16, 2019:

<b>Reclassification Title</b>	<b>Allocation (Activity Code%)</b>
(1.0) Senior Administrative Analyst	2014-10% 2015-45% 4011-10% 4013-25% 9410-10%

<b>Reclassification Title</b>	<b>Allocation (Activity Code%)</b>
(1.0) Senior Administrative Support Specialist	2015-100%

<b>Delete Classification Title</b>	<b>Delete Allocation (Activity Code%)</b>
(1.0) Administrative Analyst	2014-10% 2015-45% 4011-10% 4013-25% 9410-10%

<b>Delete Classification Title</b>	<b>Delete Allocation (Activity Code%)</b>
(1.0) Administrative Support Specialist II	2015-100%

**F.8 Second reading and adoption of an ordinance to establish a Planned Development Overlay District at 37256 Magnolia Street, 37280 Magnolia Street and 6849 Baine Avenue for 10 single family homes - from Assistant City Manager Grindall. (ORDINANCE)**

**Background/Discussion** – GoldSilverIsland Homes LLC submitted an application to allow a 10-lot subdivision for the construction of ten single-family homes at 37256 Magnolia Street, 37280 Magnolia Street and 6849 Baine Avenue. On January 24, 2019 the City Council approved the Planned Development Plan, Vesting Tentative Tract Map 8494 and introduced an ordinance to establish a Planned Development Overlay District for this project. A second reading of the ordinance is required before adoption.

**Attachment** - Ordinance

**Action** - Staff recommends that the City Council, adopt the ordinance establishing a Planned Development Overlay District at 37256 Magnolia Street, 37280 Magnolia Street and 6849 Baine Avenue (APNs 92-61-12-1, 92-61-12-2 and 92-61-11).



ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK ESTABLISHING A PLANNED DEVELOPMENT OVERLAY DISTRICT AT 37256 MAGNOLIA STREET, 37280 MAGNOLIA STREET AND 6849 BAINE AVENUE (ASSESSOR PARCEL NUMBERS 92-61-12-1, 92-61-12-2 and 92-61-11)

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

Section 1: The City Council of the City of Newark does hereby find and declare that the zoning map amendment embodied in this ordinance is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), which provides that where it can be seen with certainty that there is no possibility that the activity in question may have a significant impact on the environment, the activity is not subject to CEQA.

Section 2: Pursuant to Section 17.39.070 and Section 17.39.080 of Title 17 (Zoning) of the City of Newark Municipal Code, the City Council of the City of Newark does hereby find that the zoning map amendment embodied in this ordinance is consistent with the General Plan, necessary to achieve the balance of land uses desired by the City, consistent with the general plan, and to increase the inventory of land within a given zoning district, and promotes the growth of the City in an orderly manner and promotes and protects the public health, safety, peace, comfort, and general welfare of the residents of the City of Newark.

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 Tri-City Voice, a newspaper of general circulation published and printed in the County of Alameda and circulated in the City of Newark.

**F.9 Approval of a Contractual Services Agreement with Vanir Construction Management, Inc. to provide professional construction managements services for the New Civic Center, Project 1188 – from Chief Building Official/City Architect Collier. (RESOLUTION)**

**Background/Discussion** – The City is now ready to select a firm to provide construction management services for the New Civic Center project. This firm will provide professional support during the review of the proposals submitted by the three Design Build Entities and the preparation of the construction documents by the Design Build Entity that will be selected in the near future. The firm will also provide a full-time, on-site construction manager during the actual construction of the Civic Center along with part-time professional assistance.

Over 25 requests for proposals were sent to construction management firms. Seven firms responded by submitting proposals. Staff analyzed these seven submittals and invited four firms to be interviewed. At the conclusion of these interviews the firm of Vanir Construction Management, Inc. was selected because of their staff qualifications, staffing capacity, presentation during the interview, and fee. Staff is recommending City Council approve this selection of Vanir Construction Management, Inc. as the construction management firm for the construction of the Civic Center.

Firms responding to the RFP:

**Vanir Construction Management, Inc.**  
APSI Construction Management  
Mack 5  
Griffin Structures  
MCK Americas, Inc.  
Jtec HCM. Inc.  
Cumming Construction Management, Inc.

Firms that participated in interviews:

**Vanir Construction Management, Inc.**  
APSI Construction Management  
Mack 5  
Griffin Structures

Firm selected:

**Vanir Construction Management, Inc.**

Compensation for the scope of service required for the project is a lump sum amount of \$1,034,016. The fees are reasonable for the scope of work proposed and very competitive with

the other construction management firms. The project budget has sufficient funding for this contract.

As for the next steps in the New Civic Center project, requests for proposals for construction were sent out to three Design/Build Entities on October 26, 2018. The responses to those proposal requests are due on February 11, 2019. Staff will analyze the proposals and anticipates returning to the City Council in about 60 days with a recommendation for the selection of a Design/Build firm. Staff anticipates some construction activity commencing in late spring with work on the buildings starting in earnest by late summer and completion around spring of 2021.

### **Attachments**

**Action** – It is recommended that the City Council, by resolution, approve the Contractual Services Agreement in an amount not to exceed \$1,034,016 with Vanir Construction Management, Inc. to provide construction management services for the New Civic Center, Project 1188.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE CONTRACTUAL SERVICES AGREEMENT IN AN AMOUNT NOT TO EXCEED \$1,034,016 WITH VANIR CONSTRUCTION MANAGEMENT, INC. TO PROVIDE PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE NEW CIVIC CENTER, PROJECT 1188

WHEREAS, the City issued a Request for Proposals to provide professional construction management services for the New Civic Center, Project 1188; and,

WHEREAS, in response to the City's request, Vanir Construction Management, Inc. submitted a proposal and after interviews was selected as most highly qualified to perform the services; and,

WHEREAS, after negotiations, Vanir Construction Management, Inc. agreed to perform the "Services" more particularly described in Exhibit "A" of the Contractual Services Agreement in return for the compensation agreed upon in Exhibit "B" of the Contractual Services Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the Contractual Services Agreement with Vanir Construction Management, Inc. and does hereby authorize the Mayor of the City of Newark to sign said agreement to provide professional construction management services for the New Civic Center, Project 1188, in the amount not to exceed \$1,034,016.

3173422.1

**CONTRACTUAL SERVICES AGREEMENT  
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and VANIR CONSTRUCTION MANAGEMENT, INC, a California corporation, collectively the "Parties".

**WITNESSETH:**

**WHEREAS**, City requested proposals to perform the services generally including: Construction Management Services for the new Civic Center located at 37101 Newark Blvd., Newark, California.

**WHEREAS**, in response to City's request, Consultant submitted a proposal and, after negotiations, Consultant agreed to perform the "Services" more particularly described in Exhibit "A", in return for the compensation described in Exhibit "B".

**WHEREAS**, in reliance upon Consultant's documentation of its qualifications, as set forth in the Consultant's Proposal, dated November 8, 2018, City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested Services.

**NOW, THEREFORE**, the Parties hereto agree as follows:

**1. CONSULTANT'S SERVICES.** Consultant shall perform Services described, and in the time, place, and manner specified in Exhibit "A" in accordance with the terms and conditions of this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall control.

**A. PUBLIC WORKS REQUIREMENTS.** The services described in Exhibit A do not currently include work defined as "inspection and land surveying work." To the extent such services described in Exhibit A may in the future include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services may constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the California Labor Code applicable to public works, to the extent set forth in Exhibit "C".

**B. PUBLIC WORKS CONTRACTOR REGISTRATION.** Consultant agrees, in accordance with Section 1771.1 of the California Labor Code, that Consultant or any subconsultant shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to

submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to California Labor Code section 1725.5. Consultant agrees, in accordance with Section 1771.4 of the California Labor Code, that if the work under this Agreement qualifies as public work, it is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

**2. TIME FOR PERFORMANCE.** The time of performance shall follow the schedule outlined in Exhibit 'B'.

Consultant acknowledges the importance to City of City's performance schedule and agrees to put forth its best professional efforts to perform its Services under this Agreement in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound professional practices.

**3. COMPENSATION.**

**A. "Not to Exceed" Compensation.** City shall compensate Consultant for all Services performed by Consultant hereunder in a lump sum amount. The payments specified herein shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of one million thirty four thousand and sixteen dollars and no cents (\$1,034,016.00) unless the performance of services pursuant to City Council Resolution No. \_\_\_\_\_, and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services and/or incurring such costs and expenses, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of this Agreement).

**B. Method of Billing.** To request payment, Consultant shall submit monthly invoices to City identifying Services performed and the charges therefore (including an identification of personnel who performed Services, hours worked, hourly rates, and reimbursable expenses), based upon Consultant's billing rates (set forth on Exhibit "B" hereto).

Consultant shall submit all billings for said Services to City in the manner specified herein; or, if no manner is specified, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

Invoices shall be sent to:

City of Newark  
Ray Collier, Chief Building Official/City Architect  
Public Works Department  
37101 Newark Blvd.  
Newark, CA 94560

Upon completion of Services, City shall sign off and acknowledge that all terms and conditions have been satisfactorily met; upon which, unless waived by City in writing, Consultant shall prepare an itemized statement, briefly describing by task and/or labor category the items billed.

**C. Payment.** Upon receipt of billing, City shall make payments to Consultant on a monthly basis, or at such other times as may be specified herein, for Services, which are performed in accordance with this Agreement to the satisfaction of City.

**D. Consultant's Failure to Perform.** In the event that Consultant performs Services that do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from City, re-perform the services (without additional compensation to Consultant). If Consultant's failure to perform in accordance with this Agreement causes damages to City, Consultant shall reimburse City for the damages incurred (which may be charged as an offset to Consultant's payment).

**4. ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by written Task Order approved in advance of the performance thereof. Such Task Order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a Task Order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order. City Manager shall have approval authority up to a maximum of 10% of the Not to Exceed Compensation or \$10,000, whichever is greater for such Additional Services.

**5. INDEPENDENT CONSULTANT.** At all times during the term of this Agreement, Consultant shall be, and is an independent consultant and shall not be an employee or agent of City. Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's Services; however, City shall not have the right to control the means by which Consultant accomplishes Services.

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**6. PERSONNEL.** Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its subconsultants, if any. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or subconsultants,

Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

7. **FACILITIES AND EQUIPMENT.** Consultant shall, at its sole cost and expense, furnish all equipment which may be required for furnishing Services which would include, but not be limited to, phones, fax machines, and standard office supplies. The general contractor will provide work space, desks, tables, file cabinets, and chairs.

8. **INFORMATION AND DOCUMENTATION.**

A. **Information from City.** City has made an effort to provide Consultant with all information necessary for Consultant's performance of Services. If Consultant believes additional information is required, Consultant shall promptly notify City and City will provide to Consultant all relevant non-privileged information in City's possession.

B. **Consultant's Accounting Records.** Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

C. **Ownership of Work Product.** All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement ("Work Product"), whether complete or in progress, are the property of City and shall be given to City at the completion of Consultant's Services, or upon demand of City. Consultant shall have a right to make and keep copies of the Work Product except for any confidential information. Consultant shall not reveal the Work Product or the confidential information contained in the Work Product, or make it available, to any third party without the prior written consent of City.

9. **CONFLICTS OF INTEREST PROHIBITED.** Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Section 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Consultant's conflicting interest may be terminated by City.

10. **NONDISCRIMINATION.** Consultant 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. Consultant 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, sex, age, or any other basis, as defined in California Civil Code Section 51.



11. **COMPLIANCE WITH LAW AND STANDARD OF CARE.** Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform Services using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

12. **INSURANCE.** Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, subconsultants, or employees.

**A. Verification of Coverage.**

Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

**B. Minimum Scope of Insurance.**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto), or Code 8 (hired) and 9 (non-owned) if consultant has no owned autos.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

**C. Minimum Limits of Insurance.**

Consultant shall maintain limits no less than:

- |   |  |
|---|--|
| 1. General Liability:<br>(including products-completed operations, personal and advertising injury) | <b>\$1,000,000</b> per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability:  | <b>\$1,000,000</b> per accident for bodily injury and property damage.   |
| 3. Employer's Liability:  | <b>\$1,000,000</b> per accident for bodily injury or disease.  |
| 4. Errors and Omissions Liability:  | <b>\$1,000,000</b> per occurrence or claim.  |

**D. Deductibles and Self-Insured Retentions.**

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, and volunteers, or (b) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**E. Claims Made Policies.**

For all "claims made" coverage, in the event that Consultant changes insurance carriers Consultant shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than five (5) years thereafter. Proof of such "tail" or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

**F. Wasting Policies.**

No policy required by this paragraph 12 shall include a "wasting" policy limit (ie. limit that is eroded by the cost of defense).

**G. Remedies.**

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which

are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
3. Terminate this Agreement.

**H. Acceptability of Insurers.**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to City.

**I. Other Insurance Provisions.**

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insureds. City, its officers, officials, directors, employees and authorized volunteers are to be covered as insureds with respect to liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

2. Primary Insurance. For any claims related to these Services, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant's insurance and shall not be contribute with it.

3. Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City. Similarly, no major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement.

4. Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.

5. Qualifications. All insurance companies providing coverage to Consultant 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.

6. Subconsultants. Consultant shall include all subconsultants as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

7. Waiver of Subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against City, its officers, officials, directors, employees, agents, and volunteers for losses arising from work performed by Consultant for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 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.

9. Variation. The Risk Manager of City may approve a variation in these insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interests are otherwise fully protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

**13. REPORTING DAMAGES**. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

**14. INDEMNIFICATION/SAVE HARMLESS**. To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and authorized volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or wrongful act or omission of Consultant or Consultant's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City immediately upon tender to Consultant of

the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Consultant from its separate and distinct obligation to defend City. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

The review, acceptance or approval of Consultant's work or Work Product by any indemnified party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This paragraph survives completion of Services or the termination of this contract. The provisions of this paragraph are not limited by and do not affect the provisions of this contract relating to 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.

**15. LICENSES, PERMITS, ETC.** Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Newark Business License.

**16. TERM/TERMINATION.**

**A.** The term of this Agreement shall commence upon the date first hereinabove written and shall expire upon completion of performance of Services hereunder by Consultant.

**B.** Notwithstanding the provisions of paragraph 16 section A above, either party may terminate this Agreement without cause by giving written notice thereof not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

**17. CONTRACT ADMINISTRATION.** This Agreement shall be administered by **RAY COLLIER** of the City of Newark (“Administrator”). All correspondence shall be directed to or through the Administrator or his/her designee.

**18. NOTICES.** Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid and addressed, in the case of Consultant, to:

VANIR CONSTRUCTION MANAGEMENT, INC.  
Attn: Steven Whitehead  
4540 Duckhorn Drive, Suite 300  
Sacramento, CA 95834

CITY OF NEWARK  
Attn: Ray Collier  
37101 Newark Boulevard  
Newark, CA 94560

**19. PARAGRAPH HEADINGS.** Paragraph headings used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning thereof.

**20. EXHIBITS.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

**21. 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.

**22. 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.

**23. 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.

**24. ASSIGNABILITY.** Neither Consultant nor City shall subconsult, assign, sell, mortgage, hypothecate, or otherwise transfer their respective interests or obligations in this Agreement without the express prior written consent of the non-transferring party.

**25. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

**26. WAIVERS.** Waiver of breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

27. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the Services. 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.

28. **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 Consultant and City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

29. **COVENANT AGAINST CONTINGENT FEES.** Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, at City's discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

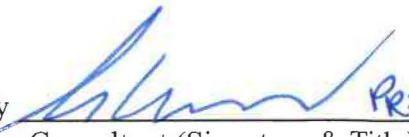
30. **NO THIRD PARTY BENEFICIARIES.** There are no intended or incidental third party beneficiaries of this Agreement, and no one except the parties to this Agreement may seek to enforce it terms.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF NEWARK,  
a municipal corporation

VANIR CONSTRUCTION  
MANAGEMENT, INC.  
a California Corporation

By \_\_\_\_\_  
City of Newark

By  PRESIDENT  
Consultant (Signature & Title)

Date \_\_\_\_\_

Date 2/4/2019

  
Printed Name

Attest:

\_\_\_\_\_  
City Clerk

Date \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
City Attorney

Date \_\_\_\_\_



## EXHIBIT A

### *SCOPE OF SERVICES*

- Review and critique proposals from the three design-build entities invited to submit proposals and provide observations and recommendations to the City Project Manager.
- Evaluate project plans, specifications, estimates and other contract documents to identify and provide the City opportunities for improved risk management, value engineering, claims avoidance and constructability measures, as well as reliable cost and schedule information.
- Establish and equip a project management field office in the space provided by the contractor. Equipment shall include phones, fax machines, and standard office supplies. Desks, tables, file cabinets, and chairs will be provided by the contractor.
- Attend and chair pre-construction and ongoing construction-phase meetings.
- Review, critique and monitor the construction schedule weekly.
- Maintain a cost control system.
- Assist City Project Manager in developing, distributing, and processing request for proposals for special inspection services.
- Oversee special inspectors and maintain special inspection reports.
- Monitor materials utilized in the project for compliance with the construction documents.
- Maintain a log of all inspections by City inspectors.
- Attend on-site safety meetings and monitor the selected Contractor's safety performance program.
- Attend regularly scheduled Executive Team meetings (Project Manager, Assistant Project Manager, City Manager, Assistant City Manager, Police Chief, Public Works Director, Librarian).
- Process payment requests checking for completeness and accuracy.
- Maintain at least one person on-site during normal work hours and days for the duration of the project.
- Take pictures of construction progress on a daily basis.
- Maintain a log of weather conditions for each day construction occurs.
- Confirm contractors are maintaining accurate as-builts for all underground utilities.
- Monitor Building Information Modeling (BIM) software for conformance with the buildings' as-built systems.
- Process and log Requests for Information (RFI). Process would involve maintaining a log of RFIs, presenting RFI's to the City Project Manager, providing the City Project Manager with an evaluation of each RFI, and giving direction to the Contractor based on instructions from the City Project Manager.
- Process Change Orders and be the lead City negotiator as may be directed by the City Project Manager.
- Review product submittals for compliance with the construction documents.
- Collect and log maintenance manuals and product information documents.
- Confirm that all materials incorporated into the buildings meet the standards in the project specifications.
- Assist City Project Manager on scheduling owner-supplied equipment and furniture installation.

- Monitor guest parking. Guest parking will be along Civic Terrace Avenue and a small on-site 13 space parking lot off of Civic Terrace Avenue and other on-site parking areas not currently identified. Most guest parking will have a time limit. Guest parking is for visitors to the library and City Hall only.
- Monitor garbage collection from City operations (construction debris removal will be by Contractor).
- Monitor and enforce all construction-related environmental programs (stormwater pollution prevention, etc.) and nuisance-abatement conditions (construction hours, noise, dust, etc.).
- Collect, review and critique prevailing wage rate submittals.
- Maintain all project construction files in a neat and orderly fashion at all times with access available to the City Project Manager and other specified City staff. Provide all project documentation to the City in electronic and written form, as required.
- Coordinate all project close-out activities including review of as-built drawings for accuracy, resolution of any warranty issues, coordination of manufacturers' training sessions, testing of all building systems, verification of punch list corrections, transition to building occupancies, and other close-out measures.
- In providing Consultant's Services described in this Agreement, Consultant shall endeavor to maintain a working relationship with the Contractors and Design Professional on behalf of the City. However, nothing in this Agreement shall be construed to mean that Consultant assumes any of the responsibilities or duties of the Contractors or the Design Professional. The Contractors are solely responsible for construction means, methods, sequence and procedures used in the construction of the Project and for the safety of its personnel and its operations and for performing in accordance with the Contractors' contract with the City. The Design Professional is solely responsible for the Project design and shall perform in accordance with the agreement between the Design Professional and the City. “

## EXHIBIT B COMPENSATION



Construction Management, Inc.

1/7/2019

CITY OF NEWARK, Construction Management Services

													TOTAL		
<b>2019 Design-Phase Support</b>	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19				Hours	Rate	
Deputy Project Director			64	64	64	64	64	64	64				448	191.00	85,568
Project Manager			160	160	160	160	160	160	160				1,120	170.00	190,400
<b>2019 Construction Phase</b>															
Deputy Project Director										32	32	32	96	191.00	18,336
Project Manager										160	160	160	480	170.00	81,600
<b>2020 Construction Phase</b>															
Deputy Project Director	32	32	32	32	32	32	32	32	32	32	32	32	384	191.00	73,248
Project Manager	160	160	160	160	160	160	160	160	160	160	160	160	1,920	170.00	326,400
<b>2021 Construction Phase</b>															
Deputy Project Director	32	32	32	32	32	32	32						224	202.00	45,248
Project Manager	160	160	160	160	160	160	160						1,120	180.00	201,600
<b>Proposal For Design Phase Support</b>													1,368		273,968
<b>Proposal For Construction Management Services</b>													4,224		758,648
<b>Proposal for Design &amp; Construction Management Services</b>													5,792	\$	1,034,616

## EXHIBIT C

### PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

#### HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to 8 hours during any one calendar day, and 40 hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of 8 hours during any one calendar day and 40 hours during any one calendar week is permitted upon compensation for all hours worked in excess of 8 hours during any one calendar day and 40 hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Consultant and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

#### WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.
- B. In accordance with California Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply with California Labor Code Section 1775, which establishes a penalty for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous

record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
  2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
  3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
  4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be submitted directly to the Labor Commission, and available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant or subcontractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.



# Civic Center Project Schedule

Measure GG  
Passes  
November  
2016

Design  
Complete  
October  
2018

Design Build  
Proposals  
Due  
February  
2019

Staff  
Recommendation  
of Design Build  
Contract Early  
Spring 2019

Construction  
Activity  
Begins Late  
Spring 2019

City Starts  
to Occupy  
New  
Buildings  
Fall 2020

Project  
Complete  
2021

**I.1 Appointments to the Community Development Advisory Committee – from Mayor Nagy. (RESOLUTION)**

**Background/Discussion** – The Community Development Advisory Committee (CDAC) is an appointed committee that provides recommendations to the City Council for the use of Community Development Block Grant funds and to the Assistant City Manager on priorities for the use of Housing funds. Kathleen Vennemeyer, who served on the Committee for many years, passed away in November. In December, the City Council declared a vacancy and authorized the City Clerk to post a notice of vacancy. The application period closed on January 31, 2019 and applications were received from Lori Bogisich and Olga Borjon.

The Community Development Advisory Committee membership consists of two Council Members, two Planning Commissioners, and the balance from the community. Since there is no limit on the number of community members appointed, it is recommended that both Lori Bogisich and Olga Borjon be appointed to the Committee.

**Action** - It is recommended that the City Council, by resolution, approve the appointments of Lori Bogisich and Olga Borjon to the Community Development Advisory Committee.



RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK APPROVING THE APPOINTMENTS OF LORI  
BOGISICH AND OLGA BORJON TO THE COMMUNITY  
DEVELOPMENT ADVISORY COMMITTEE

WHEREAS, a vacancy occurred on the Community Development Advisory Committee in November; and

WHEREAS, Lori Bogisich and Olga Borjon each applied to fill the vacancy; and

WHEREAS, the Community Development Advisory Committee does not limit the number of appointments from the community; and

WHEREAS, the Mayor of the City of Newark has appointed Lori Bogisich and Olga Borjon to the Community Development Advisory Committee;

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



**City of Newark**

**MEMO**

**DATE:** February 5, 2019  
**TO:** City Council  
**FROM:** Sheila Harrington, City Clerk *S.H.*  
**SUBJECT:** Approval of Audited Demands for the City Council Meeting of February 14, 2019.

**REGISTER OF AUDITED DEMANDS**

US Bank General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
January 18, 2018	Page 1-2	116716 to 116792	Inclusive
January 24, 2019	Page 1	116793 to 116829	Inclusive
February 01, 2019	Page 1-2	116830 to 116907	Inclusive



**City of Newark**

**MEMO**

**DATE:** February 5, 2019

**TO:** Sheila Harrington, City Clerk

**FROM:** Krysten Lee, Finance Manager 

**SUBJECT:** Approval of Audited Demands for the City Council Meeting of February 14, 2019.

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

1

Final Disbursement List. Check Date 01/18/19, Due Date 01/28/19, Discount Date 01/28/19. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
116716	10	ABC FIRE PROTECTION INC	01/18/19	714.73	MAINT FIRE SUPPRESSION
116717	1774	AIRGAS USA, LLC	01/18/19	62.95	RENTAL TANKS AND EQUIPMENT
116718	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	01/18/19	300.00	FLEET MAINTENANCE
116719	3835	TREASURER OF ALAMEDA COUNTY PUBLIC WORKS	01/18/19	4,951.43	CIP #1227: AC OVERLAY PROGRAM, TESTING S
116720	284	ALAMEDA CO. ITD FINANCE	01/18/19	3,610.03	AWS ACCESS FEE
116721	5821	ALL CITY MANAGEMENT SERVICES, INC.	01/18/19	1,675.80	CROSSING GUARD SVCS
116722	12	ALLIED AUTO STORES INC	01/18/19	105.32	FLEET PARTS
116723	11430	ALLTECH PETRO INC.	01/18/19	2,562.50	FUEL PUMP CONTRACT SVCS
116724	14	ALPINE AWARDS	01/18/19	21.80	TSHIRTS AND UNIFORMS
116725	348	AT&T	01/18/19	177.33	ATT TELECOM & T1 TO FS
116726	11433	AUTOWISE	01/18/19	358.53	FLEET SERVICE
116727	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	01/18/19	757.64	BATTERIES
116728	4603	CENTER FOR SPECIALIZED VETERINARY CARE B	01/18/19	450.00	VET SVCS AFTER HOURS
116729	23	FRANK BONETTI PLUMBING INC	01/18/19	2,094.19	REPLACEMENT WATER HEATER
116730	1513	BURTON'S FIRE INC	01/18/19	182.21	FLEET PARTS FIRE
116731	1157	CCJWSA	01/18/19	165.00	CCJWSA MEMB 2019 & DIRECTORIES
116732	882	CLEARNS INC CADY RICHARDS, TREASURER OF N	01/18/19	120.00	CLEARNS MEMBERSHIP 2019
116733	214	CENTRAL VETERINARY HOSPITAL	01/18/19	149.50	VET SVCS
116734	10825	CHEVROLET OF FREMONT	01/18/19	799.63	FLEET PARTS
116735	1380	CRISP COMPANY	01/18/19	1,501.00	CIP #1222 THERMOPLASTIC STREET STRIPING
116736	11401	CHRISTI WALLACE	01/18/19	216.96	EXPENSE REIMBURSEMENT
116737	6304	CLASSIC GRAPHICS T & J LEWIS INC	01/18/19	562.50	FLEET MAINTENANCE
116738	10060	COMCAST	01/18/19	116.77	CABLE BILL
116739	11554	CORODATA SHREDDING INC.	01/18/19	391.87	RECORDS DESTRUCTION
116740	10793	ROSA VASQUEZ	01/18/19	285.00	RENTAL DEPOSIT REFUND MINUS \$15 FEE
116741	10793	SHRI GURU RAVIDAS SABHA BAY AREA	01/18/19	300.00	RENTAL DEPOSIT REFUND
116742	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	01/18/19	280.00	PH NOTICES
116743	41	DALE HARDWARE	01/18/19	441.52	BUILDING SUPPLIES
116744	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	01/18/19	113.00	FINGERPRINTING FEES
116745	11081	DEPARTMENT OF GENERAL SERVICES DIVISION	01/18/19	382.44	CA STATE CASP FEES (AB1379)
116746	3130	DOWNTOWN FORD SALES	01/18/19	29,735.89	PROJECT 1218 SERVICE CTR VEHICLES
116747	11015	EAST BAY LAWN MOWER	01/18/19	82.31	FLEET PARTS
116748	310	EQUIFAX INFORMATION SVCS LLC	01/18/19	50.00	CREDIT BUREAU REPORTS
116749	10642	FASTENAL COMPANY	01/18/19	316.12	SIGN RIVETS AND SUPPLIES
116750	522	FEDEX	01/18/19	174.45	FLEET SHIPPING
116751	153	FOLGERGRAPHICS, INC	01/18/19	2,336.58	PUBLISH CITY NEWSLETTER
116752	11683	FORCE SCIENCE INSTITUTE, LTD.	01/18/19	4,950.00	PATROL NON-POST TRAINING
116753	11112	FREMONT CHRYSLER DODGE JEEP RAM	01/18/19	30.83	FLEET PARTS
116754	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: P	01/18/19	942.54	FLEET PARTS
116755	8762	GHA TECHNOLOGIES INC	01/18/19	9,998.15	2 MELLANOX SWITCHES & ACCESSORIES
116756	1591	PHILIP H HOLLAND	01/18/19	200.00	RESERVE UNIF ALLOW
116757	1457	HOME DEPOT CREDIT SERVICES DEPT. 32 - 25	01/18/19	1,353.80	BUILDING SUPPLIES
116758	7593	BRUCE HOWCROFT	01/18/19	200.00	RESERVE UNIF ALLOW
116759	69	HULBERT LUMBER & SUPPLY	01/18/19	390.16	BUILDING SUPPLIES
116760	263	INTELLI-TECH INTELLIGENT TECHNOLOGIES AN	01/18/19	474.00	CONTRACT SVCS BUILDINGS
116761	11562	JEFF'S MOBILE GLASS INC.	01/18/19	282.93	FLEET GLASS REPAIR
116762	11665	JOHNSON LEATHER CORP.	01/18/19	748.66	MOTOR OFFICER CLOTHING
116763	11681	KBA DOCUMENT SOLUTIONS, LLC.	01/18/19	198.84	COPIER LEASE AGREEMENT (COPIES)
116764	76	LN CURTIS & SONS	01/18/19	13,394.93	U/B CMT UNIFORMS
116765	3644	RELX INC. DBA LEXISNEXIS	01/18/19	178.15	ONLINE LEGAL RESOURCE SUBSCRIPTION
116766	11246	LOOMIS ARMORED	01/18/19	285.74	ARMORED CAR SERVICE

Final Disbursement List. Check Date 01/18/19, Due Date 01/28/19, Discount Date 01/28/19. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
116767	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	01/18/19	405.21	FLEET PARTS
116768	11488	NATIONAL ACADEMY OF ATHLETICS AARON LOCK	01/18/19	312.80	RECREATION CONTRACT
116769	10918	ANKAR CYCLES, INC dba OAKLAND HARLEY-DAV	01/18/19	43.06	FLEET SUPPLIES
116770	349	PACIFIC GAS & ELECTRIC	01/18/19	47,513.31	CITY ELECTRICITY AND GAS
116771	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	01/18/19	986.00	PEST CONTROL
116772	10932	PETERSON HOLDING COMPANY	01/18/19	72.74	FLEET PARTS
116773	4346	QUALITY SIGN & BANNER	01/18/19	637.65	SIGNS AND BANNERS
116774	11635	RHOADES PLANNING GROUP, INC.	01/18/19	18,907.93	OLD TOWN SP
116775	11578	ROBERT MOWAT ASSOCIATES	01/18/19	15,548.00	CIP #1146: LAKESHORE PARK PROJECT
116776	112	WILLE ELECTRICAL SUPPLY CO INC	01/18/19	743.51	LIGHT BULBS
116777	9381	SCHINDLER ELEVATOR CORPORATION	01/18/19	1,487.61	ELEVATOR CONTRACTUAL SVCS
116778	11296	SIGNATURE CARPET ONE	01/18/19	9,500.00	PROJECT 1219 SILLIMAN CARPET
116779	11297	SOFT RESOURCES LLC	01/18/19	437.50	FINANCE SOFTWARE EVALUATION
116780	220	SONITROL	01/18/19	1,059.00	BUILDING CONTRACTUAL SVCS
116781	11396	SWA SERVICES GROUP INC	01/18/19	1,505.00	JANITORIAL
116782	3796	SWRCB SWRCB ACCOUNTING OFFICE	01/18/19	14,230.00	ANNUAL STORMATER FEES (FY18-19)
116783	1765	TEMPERATURE TECHNOLOGY INC.	01/18/19	2,742.73	HVAC REPAIR
116784	146	THYSSENKRUPP ELEVATOR CORPORATION	01/18/19	3,920.73	SERVICE CONTRACT FOR CITY HALL ELEVATOR
116785	5623	VERIZON WIRELESS	01/18/19	617.03	CELL SVC FOR MDT'S
116786	11424	VINTAGE FLOORING STEVE JOHNSON	01/18/19	7,000.00	PROJECT 1166 BUILDING UPGRADES
116787	140	VISTA UNIVERSAL INC	01/18/19	700.00	LIGHTING REPAIR
116788	11437	JOYCE WANG	01/18/19	30.96	EXPENSE REIMBURSEMENT
116789	143	IDN WILCO	01/18/19	333.58	SILLIMAN BUILDING SUPPLIES
116790	11523	KEN WOOD	01/18/19	313.34	EXPENSE REIMBURSEMENT
116791	10812	WRA	01/18/19	2,865.33	CIP #1146 LAKESHORE PARK LANDSCAPE RESTO
116792	11466	YORK RISK SERVICES GROUP ATTN: CLIENT TR	01/18/19	16,606.27	WORKERS COMPENSATION CLAIMS #NEWAR-1231
Total				238,693.02	

Final Disbursement List. Check Date 01/24/19, Due Date 02/04/19, Discount Date 02/04/19. Computer Checks.  
 Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
116793	11539	ACCESS INFORMATION HOLDINGS, LLC.	01/24/19	80.00	SHREDDING SVCS
116794	10223	LEXISNEXIS RISK DATA MANAGEMENT INC BILL	01/24/19	424.20	BACKGROUND CHECKS
116795	11094	ACME AUTO LEASING, LLC	01/24/19	1,909.44	ARMORED VEH LEASE
116796	1774	AIRGAS USA, LLC	01/24/19	64.75	RENTAL TANKS AND EQUIPMENT
116797	3703	ALAMEDA COUNTY HOUSING AND COMMUNITY DEV	01/24/19	2,284.00	INHOUSE HMIS CONTRIBUTION
116798	3853	COUNTY OF ALAMEDA INTERNAL AUDIT UNIT RI	01/24/19	1,260.50	CITATION PROCESSING FEES - DEC'18
116799	344	ALAMEDA COUNTY WATER DISTRICT	01/24/19	49.92	CITY WATER USE
116800	9680	BAY CENTRAL PRINTING	01/24/19	140.73	BUSINESS CARDS FOR RG AND LM
116801	10762	CALIFORNIA BUILDING STANDARDS COMMISSION	01/24/19	3,835.00	BUILDING STANDARDS FEES
116802	744	CALIFORNIA DEPARTMENT OF CONSERVATION DI	01/24/19	21,370.52	STRONG MOTION/SEISMIC MAPPING FEES
116803	10261	CARBONIC SERVICE	01/24/19	219.05	CARBON DIOXIDE
116804	458	CHEVRON AND TEXACO BUSINESS CARD SERVICE	01/24/19	416.44	FUEL
116805	6304	CLASSIC GRAPHICS T & J LEWIS INC	01/24/19	1,774.91	VEHICLE & EQUIPMENT REPAIRS
116806	11633	COMMERCIAL TREE CARE	01/24/19	540.00	MISC EMERGENCY TREE WORK
116807	2751	COSTCO MEMBERSHIP	01/24/19	180.00	COSTCO MEMBERSHIP FEES
116808	11544	COTTON, SHIRES AND ASSOCIATES, INC.	01/24/19	4,050.00	GEOTECHNICAL PEER REVIEW FOR ROBERTSON A
116809	11587	ECS IMAGING, INC.	01/24/19	3,607.00	LASERFICHE ANNUAL MAINTENANCE
116810	5106	CITY OF FREMONT REVENUE DIVISION	01/24/19	1,250.00	NEWARK CASE MANAGEMENT
116811	11652	MITCHELL FRENTESCU	01/24/19	308.10	EXPENSE REIMBURSEMENT
116812	11646	GACHINA LANDSCAPE MANAGEMENT, INC.	01/24/19	1,216.07	LANDSCAPE REPAIR
116813	167	HARRIS COMPUTER SYSTEMS	01/24/19	4,742.87	ANNUAL HARRIS SELECT SUPPORT
116814	293	LANGUAGE LINE SERVICES INC	01/24/19	172.25	INTERPRETATION SVCS
116815	11673	MAILFINANCE INC.	01/24/19	193.56	MAILING MACHINE LEASE AGREEMENT
116816	11378	MNS ENGINEERS INC	01/24/19	47,652.50	ENGINEERING PLAN CHECK AND INSPECTION SE
116817	349	PACIFIC GAS & ELECTRIC	01/24/19	2,098.13	STREETLIGHTS AND TRAFFIC SIGNALS
116818	11322	PAPA JOHNS PIZZA	01/24/19	422.00	BIRTHDAY PARTY FOOD
116819	11573	REYES COCA-COLA BOTTLING LLC.	01/24/19	478.48	CAFE AND PARTY DRINKS
116820	11098	SILVER & WRIGHT LLP	01/24/19	4,944.35	LITIGATION & LEGAL CONSULTING SRVCS
116821	40	STAPLES ADVANTAGE DEPT LA	01/24/19	318.77	OFFICE SUPPLIES
116822	197	CALIFORNIA DEPARTMENT OF TAX AND FEE ADM	01/24/19	1,117.00	YEARLY FEES FOR TANK
116823	11642	TIAA COMMERCIAL FINANCE, INC.	01/24/19	510.71	COPIER LEASE AGREEMENT (KBA)
116824	10968	UTILITY TELEPHONE	01/24/19	17,056.57	UTILITY TELEPHONE PHONE AND WAN SERVICE
116825	339	WASHINGTON HOSPITAL GENERAL ACCOUNTING	01/24/19	50.00	LAB TESTS
116826	11582	WESTERN WATER FEATURES, INC.	01/24/19	41,075.10	RETENTION FEES FOR PRJ 1114
116827	11417	WHOLESALE DISTRIBUTION ALLIANCE	01/24/19	570.00	GOGGLES FOR RETAIL SALES
116828	11466	YORK	01/24/19	3,104.67	WORKERS COMPENSATION ADMINISTRATION FEES
116829	3245	ZUMAR INDUSTRIES INC	01/24/19	2,991.52	SIGNS AND HARDWARE
Total				172,479.11	

1

Final Disbursement List. Check Date 02/01/19, Due Date 02/11/19, Discount Date 02/11/19. Computer Checks.  
Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
116830	10658	4LEAF, INC.	02/01/19	2,515.62	PLAN REVIEW SERVICES
116831	10027	AD SERVICES	02/01/19	65.00	COURT RECORDING & COURIER SRVCS
116832	332	ADAMSON POLICE PRODUCTS	02/01/19	1,097.51	OFCCR UNIFORM ALLOWANCE
116833	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	02/01/19	1,539,606.42	FIRE SERVICES
116834	287	ALAMEDA COUNTY SHERIFF'S OFFICE GREGORY	02/01/19	104.25	CRIME LAB FEES
116835	284	ALAMEDA CO. ITD FINANCE	02/01/19	3,078.05	AWS ACCESS FEE
116836	11227	GUSTAVO ARROYO	02/01/19	1,346.26	EXPENSE REIMBURSEMENT
116837	348	AT&T	02/01/19	113.94	ATT TELECOM & T1 TO FS
116838	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	02/01/19	14.27	BATTERIES
116839	11685	BLUE RESILIENCE, LLC.	02/01/19	300.00	PATROL NON-POST TRAINING
116840	1513	BURTON'S FIRE INC	02/01/19	141.55	FLEET PARTS FIRE
116841	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	02/01/19	28,754.48	TRAFFIC SIGNAL MAINTENANCE
116842	11687	CALIFORNIA ASSOCIATION OF PUBLIC PROCURE	02/01/19	130.00	CAPPO AGENCY MEMBERSHIP
116843	11281	CALLYO 2009 CORP.	02/01/19	1,320.00	CALLYO RENEWAL
116844	33	CENTRAL TOWING & TRANSPORT LLC	02/01/19	150.00	FLEET TOWING
116845	10825	CHEVROLET OF FREMONT	02/01/19	73.92	FLEET PARTS
116846	1743	CLARK'S U-SAVE ROCKERY	02/01/19	2,414.50	MISC SOILS
116847	6304	CLASSIC GRAPHICS T & J LEWIS INC	02/01/19	302.25	FLEET SUPPLIES
116848	10060	COMCAST	02/01/19	106.77	CABLE BILL
116849	11544	COTTON, SHIRES AND ASSOCIATES, INC.	02/01/19	7,560.00	ADDITIONAL GEOTECHNICAL PEER REVIEW FOR
116850	11549	CSG CONSULTANTS, INC.	02/01/19	14,280.00	OUTSIDE IMPROVEMENT PLAN CHECK FEES FOR
116851	3664	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE	02/01/19	110.00	MEMBERSHIP DUES - 2019
116852	11689	THOMAS CURTIS	02/01/19	250.00	EXPENSE REIMBURSEMENT
116853	10649	FRANCISCO J. FRANCO	02/01/19	1,000.00	PERFORMANCE BOND RTN EP# 2017-0199
116854	10649	JEFF W. FRIED	02/01/19	1,000.00	PERFORMANCE BOND RTN EP# 2017-0206
116855	10649	MASTEC	02/01/19	1,000.00	PERFORMANCE BOND RTN EP# 2018-0117
116856	10649	RHSF INC.	02/01/19	1,000.00	PERFORMANCE BOND RTN EP# 2018-0120
116857	10793	CECILIA LO	02/01/19	300.00	RENTAL DEPOSIT REFUND
116858	10793	JOSE ROSAS	02/01/19	300.00	RENTAL DEPOSIT REFUND
116859	10793	DENA PRUITT	02/01/19	300.00	RENTAL DEPOSIT REFUND
116860	10793	CHRISTINE PANGANIBAN	02/01/19	300.00	RENTAL DEPOSIT REFUND
116861	41	DALE HARDWARE	02/01/19	257.20	FLEET SUPPLIES
116862	10794	DUKE DE LEON	02/01/19	315.00	VIDEO RECORDING SERVICES
116863	11404	ALHAMBRA	02/01/19	665.91	WATER SERVICE
116864	11015	EAST BAY LAWN MOWER	02/01/19	420.18	LAWN MOWER MAINTENANCE
116865	4731	EWING IRRIGATION PRODUCTS INC	02/01/19	3,880.95	LANDSCAPE TOOLS
116866	10642	FASTENAL COMPANY	02/01/19	284.24	STREETS SUPPLIES
116867	522	FEDEX	02/01/19	12.17	PACKAGE DELIVERY
116868	5137	FOUR SEASONS POOL SERVICE	02/01/19	2,800.00	SPA REPLASTER
116869	5106	CITY OF FREMONT REVENUE DIVISION	02/01/19	1,250.00	NEWARK CASE MANAGEMENT
116870	11112	FREMONT CHRYSLER DODGE JEEP RAM	02/01/19	217.05	FLEET PARTS
116871	8258	GALL HOUSE PRINTING CONSULTANTS	02/01/19	2,171.28	BUSINESS CARD SHELLS
116872	10707	GYM DOCTORS	02/01/19	150.00	MONTHLY PREVENTIVE MAINTENANCE SERVICE
116873	1457	HOME DEPOT CREDIT SERVICES DEPT. 32 - 25	02/01/19	643.03	BUILDING SUPPLIES
116874	11293	HOTSY PACIFIC	02/01/19	1,697.97	REPAIRS
116875	11688	IMAGEX, INC.	02/01/19	1,880.78	NEWARK WEARABLES & PROMOTIONAL ITEMS
116876	11669	INDUSTRIAL SAFETY LLC	02/01/19	2,726.52	FLARES
116877	11562	JEFF'S MOBILE GLASS INC.	02/01/19	498.15	FLEET GLASS REPAIR
116878	7964	KNORR SYSTEMS INC	02/01/19	4,415.37	POOL MAINTENANCE
116879	7189	LINCOLN AQUATICS	02/01/19	481.48	CHEMICALS AND POOL EQUIPMENT
116880	11649	MACLEOD WATTS, INC.	02/01/19	2,675.00	GASB 68

Final Disbursement List. Check Date 02/01/19, Due Date 02/11/19, Discount Date 02/11/19. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
116881	11673	MAILFINANCE DEPT 3682	02/01/19	415.11	MAILING MACHINE LEASE AGREEMENT
116882	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	02/01/19	391.84	EMPLOYEE ASSISTANCE PROGRAM
116883	11378	MNS ENGINEERS INC	02/01/19	3,150.00	OVERTIME INSPECTION SERVICES
116884	10750	NATIONAL AQUATICS SERVICES	02/01/19	1,171.00	ANNUAL MAINTENANCE SERVICE CALL.INCLUDES
116885	5681	GHD INC DEPT LA 23922	02/01/19	535.50	TRAFFIC ENGINEERING AND TRANSPORTATION P
116886	349	PACIFIC GAS & ELECTRIC	02/01/19	18,825.50	STREETLIGHTS AND TRAFFIC SIGNALS
116887	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	02/01/19	844.00	PEST CONTROL
116888	4507	PETERSON	02/01/19	5,777.22	HEAVY EQUIPMENT REPAIR
116889	11640	PLAN JPA	02/01/19	4,231.75	DEDUCTIBLE COSTS
116890	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	02/01/19	179.16	HP PLOTTER PAPER
116891	4346	QUALITY SIGN & BANNER	02/01/19	146.87	SIGNS AND BANNERS
116892	11376	QUINCY ENGINEERING INC	02/01/19	36,404.19	PROFESSIONAL ENGINEERING SERVICES FOR CE
116893	654	SFPUC-WATER DEPARTMENT CUSTOMER SERVICE	02/01/19	3,259.60	RENT/WATER
116894	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	02/01/19	175.00	DNS AND MAIL FILTERING
116895	11167	SESAC	02/01/19	875.00	MUSIC LICENSING FEE
116896	7885	SLOAN SAKAI YEUNG & WONG LLP	02/01/19	3,153.43	LEGAL ADVICE FEES
116897	503	STANDARD INSURANCE COMPANY	02/01/19	613.64	EMPLOYEE LIFE INSURANCE AND AD&D COVERAG
116898	3752	CALIFORNIA ANIMAL WELFARE ASSOCIATION	02/01/19	130.00	CA ANIMAL LAWS HANDBOOK
116899	11396	SWA SERVICES GROUP INC	02/01/19	26,779.48	JANITORIAL
116900	11644	TIREHUB, LLC.	02/01/19	1,511.19	TIRES
116901	114	TMT ENTERPRISES INC	02/01/19	3,880.62	ROCK, SAND, GRAVEL & SOIL
116902	135	TURF & INDUSTRIAL EQUIPMENT CO	02/01/19	1,964.53	CONTRACT RENTAL OF TURF EQUIPMENT
116903	5246	TURF STAR, INC.	02/01/19	700.09	EQUIPMENT/TOOLS
116904	10998	GARY M SHELDON VBS SERVICES	02/01/19	350.00	BLOOD W/DRAWAL SVC
116905	5623	VERIZON WIRELESS	02/01/19	2,296.69	CELL SERVICE FOR TRAKIT IPADS
116906	11686	WECARE	02/01/19	1,350.00	PATROL POST TRAINING
116907	143	IDN WILCO	02/01/19	371.35	BUILDING PARTS
Total				1,755,959.83	



**M.1 Closed session for conference with Legal Counsel pursuant to Government Code Section 54956.9(d)(1), Existing Litigation, Name of Case: Valencia et al. v. City of Newark et al.; United States District Court, Northern District of California, Case No. 4:16-CV-04811-SBA – from Interim City Attorney Kokotaylo.**

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