

# 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, March 24, 2016**

### CITY COUNCIL:

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

### CITY STAFF:

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

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

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

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

The attached *Agenda* gives the *Background/Discussion* of agenda items. Following this section is the word *Attachment*. Unless "none" follows *Attachment*, there is more documentation which is available for public review at the Newark Library, the City Clerk's office or at [www.newark.org](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.



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## AGENDA

Thursday, March 24, 2016

At 6:30 p.m. the City Council will plant a tree for Arbor Day in the City Hall parking lot.

**A. ROLL CALL**

**B. MINUTES**

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

**C. PRESENTATIONS AND PROCLAMATIONS**

- C.1 Introduction of employees.**

- C.2 Proclaiming March 29, 2016 as Welcome Home Vietnam Veterans Day. (PROCLAMATION)**

**D. WRITTEN COMMUNICATIONS**

**E. PUBLIC HEARINGS**

- E.1 Hearing to consider: (1) P-16-4, a planned unit development and U-16-5, a conditional use permit for two corridor access lots on Sunset Avenue (APN: 92A-465-56); and (2) ASR-16-6, an Architectural and Site plan Review for two single family homes at 7731 and 7733 Sunset Avenue – from Assistant City Manager Grindall. (RESOLUTION)(MOTION)**

- E.2 Public Hearing, per the Tax and Equity Fiscal Responsibility Act, to consider the issuance of revenue bonds by the California Municipal Finance Authority (CMFA), for and on behalf of USA Properties Fund Inc., in an amount not to exceed \$17,000,000, for a 75 unit multi-family, rental housing facility located at 37433 Willow Street; and authorizing the execution of a Joint Exercise of Powers Agreement relating to the CMFA – from Assistant City Manager Grindall. (RESOLUTION)**

**F. CITY MANAGER REPORTS**

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

**CONSENT**

- F.1 Introduction of an ordinance amending the Newark Municipal Code by repealing Chapter 2.20 Redevelopment Agency – from City Clerk Harrington. (ORDINANCE)**

**G. CITY ATTORNEY REPORTS**

**H. ECONOMIC DEVELOPMENT CORPORATION**

**I. CITY COUNCIL MATTERS**

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

**K. ORAL COMMUNICATIONS**

**L. APPROPRIATIONS**

**Approval of Audited Demands for the City Council meeting of March 24, 2016. (MOTION)**

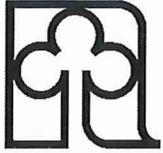
**M. CLOSED SESSION**

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

**N. ADJOURNMENT**

Pursuant to Government Code 54957.5: Supplemental materials distributed less than 72 hours before this meeting, to a majority of the City Council, will be made available for public inspection at this meeting and at the City Clerk’s Office located at 37101 Newark Boulevard, 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

## Minutes

Thursday, March 10, 2016

The Arbor Day tree planting, originally scheduled before the meeting, has been canceled and will be rescheduled.

### A. ROLL CALL

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

### B. MINUTES

#### B.1 Approval of Minutes of the regular City Council meeting of Thursday, February 25, 2016.

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 newly hired or promoted city employees from the Public Works Department: Public Works Director Soren Fajeau, Senior Landscape and Parks Maintenance Worker Brian Liljebblad, Senior Administrative Support Specialist Cheri Good, Equipment Mechanic II Nick Icasiano, and Building Mechanic II Jessie Mero.

#### C.2 Proclaiming March 10, 2016, as Arbor Day in Newark.

Mayor Nagy presented the Arbor Day Proclamation to Maintenance Supervisor Neal Hornbeck.

#### C.3 Proclaiming March as American Red Cross Month in Newark.

Mayor Nagy presented the American Red Cross Month proclamation to Greg Portillo and Bernie Nillo.

#### C.4 PG&E presentation on their Community Pipeline Safety Initiative.

Treva Reid and Marvin Nushwat of Pacific Gas and Electric Company (PG&E) gave a presentation on PG&E's Community Pipeline Safety Initiative in the City of Newark.

They are checking the area above the gas transmission pipeline for trees and structures. If there is a safety concern, PG&E will work with the property owner to relocate or replace the tree or structure.

In response to Council questions, the PG&E representatives stated that they would replace the tree on a safe location and restore the area; financial compensation can be negotiated; they could negotiate with the city for adequate replacement of city trees, and the project involved two high power gas transmission lines that run north/south in the City.

The City Council had a number of questions that the PG&E representatives could not answer at the meeting. They promised to get answers to the questions and follow up with City Staff. These questions involved public outreach, details of the current pipeline, the proposed automated valves, future monitoring of the easement, tree standards, and the status of this project in Palo Alto.

Fred Arredondo outlined the process that he thought would apply if a property owner did not agree to a tree removal. He stated that he thought the property owner had the right to get an appraisal and negotiate compensation for the tree. He said that it was important to advise the property owners as soon as possible.

Mike Parsons stated that he had problems with the report. He worked as a first responder and it was not their practice to park near a gas line. He asked about this program in Palo Alto whose negotiations appear to be stonewalled. He questioned the depth of the pipelines and suggested that they verify the information.

Melinda Pickens stated that San Bruno's problem was in the streets, not from trees. She stated that she thought the new garbage trucks damaged the streets. She outlined the trees on her property and the root depth. She asked if the school district has been notified. Other alternatives need to be considered before the trees are removed.

City Manager Becker stated that the process is just beginning. Staff will be working with PG&E on city owned trees, but will not be involved in private property trees.

In response to Council Member Bucci's request that PG&E provide answers to Council's questions within 72 hours, Mr. Nushwat stated they would start working on the responses immediately following the meeting.

## **D. WRITTEN COMMUNICATIONS**

### **D.1 JS-15-8, a Joint Staff Committee Review, to construct a duplex at 37070 Locust Street (APN: 92-126-13-2).**

Vice Mayor Freitas recused himself from participation because he owns property near this item.

City Manager Becker stated that the application was for a duplex at 37070 Locust Street; a permitted use in this zoning district. The Joint Staff Committee has approved this application and the Planning Commission did not call this item up for review.

The City Council chose not to review this item.

Vice Mayor Freitas returned to the City Council Chambers

**E. PUBLIC HEARINGS**

**F. CITY MANAGER REPORTS**

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

**CONSENT**

**F.1 Second reading and adoption of an ordinance rezoning 41 acres (APN's: 537-852-9; 537-852-10; 537-852-11) from MT-1 (High-Technology Park District) to MDR-FBC (Medium Density Residential – Form Based Codes) and HDR-FBC (High Density Residential – Form Based Codes) for the Gateway Station West Project, a 589 unit residential project located along Willow Street at the western edge of the City . ORDINANCE NO. 492**

**F.2 Approval to reclassify the Administrative Assistant position in the City Attorney's Office to a Legal Assistant by amending the Employee Classification Plan, the Compensation and Benefit Plan for the Confidential Employee Group and the 2014-2016 Biennial Budget to add the position and funding for a regular full-time position of Legal Assistant and to delete the position and funding for a regular part-time position of Administrative Assistant. RESOLUTION NOS. 10470 - 10472**

**G. CITY ATTORNEY REPORTS**

**H. ECONOMIC DEVELOPMENT CORPORATION**

**I. CITY COUNCIL MATTERS**

Mayor Nagy stated that participated in the Meals on Wheels program today. He commended Council Member Hannon who delivers meals on a weekly basis for the program. He wished his wife a happy anniversary.

Council Member Hannon stated that Assembly Member Kansen Chu honored inspirational women and Newark resident Libby Macris was honored at the event.

Vice Mayor Freitas stated that the recognition of Libby Macris was well deserved. He congratulated Ray Collier who was named Employee of the Year.

Council Member Collazo congratulated Libby Macris. She stated that volunteerism can make a difference in a person's life and that you can give blood if you don't have time to volunteer. She encouraged the public to shop in Newark.

Council Member Bucci congratulated Libby Macris. He stated that Relay for Life will hold a chilli cook off on Saturday.

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

Fred Arredondo stated that he received an email from Ricardo Corte regarding the cost for renovation versus new construction for the library. He provided a handout (On file in City Clerk's office) highlighting areas that concerned him and his calculations.

**L. APPROPRIATIONS****Approval of Audited Demands for the City Council meeting of March 10, 2016. (MOTION)**

City Clerk Harrington read the Register of Audited Demands: Check numbers 107115 to 107246.

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

**M. CLOSED SESSION**

**N. ADJOURNMENT**

At 9:16 p.m., Mayor Nagy adjourned the City Council meeting.

**C.1 Introduction of employees.**

**Background/Discussion** – The following newly hired city employees will be introduced at the City Council meeting:

Administrative Support Specialist Rebecca Hibbs  
Building Inspector Kenneth Wood  
Police Dispatcher Spencer Elmore.

**C.2 Proclaiming March 29, 2016 as Welcome Home Vietnam Veterans Day.  
(PROCLAMATION)**

**Background/Discussion** – Dear Vietnam Vet" (DVV) is a non-profit organization whose purpose is to write letters of thanks to Vietnam Veterans for their patriotic service. They have requested that March 29, 2016 be proclaimed as Welcome Home Vietnam Veterans Day. A proclamation has been prepared and will be presented at the meeting.

**E.1 Hearing to consider: (1) P-16-4, a planned unit development and U-16-5, a conditional use permit for two corridor access lots on Sunset Avenue (APN: 92A-465-56); and (2) ASR-16-6, an Architectural and Site plan Review for two single family homes at 7731 and 7733 Sunset Avenue – from Assistant City Manager Grindall. (RESOLUTION)(MOTION)**

**Background/Discussion** - Mr. Abdul Durrani has submitted an application to create two corridor access lots upon which he proposes to construct two single-family dwelling units. Attached is Exhibit A, pages 1 through 9.

The creation of the corridor access lots requires Planning Commission and City Council approval of a planned unit development and a conditional use permit. Given the constraints of this lot, corridor access is necessary to access the rear portion of the lot. The Zoning Code requires that in low density residential districts, corridor access lots shall have not less than the minimum site area required for permitted uses in its respective zoning district, exclusive of corridor area, and a corridor with a width of not less than twenty feet for its entire length, subject to securing a conditional use permit and a planned unit development permit. The corridor width requirement may be shared by more than one lot, subject to conditional use permit and planned unit development permit review.

The twenty-one foot wide corridor access leads to Parcel 1 with a 3,619 square foot, two-story home, and Parcel 2, with a 3,742 square foot, two-story home. Both homes provide large family, living, and dining rooms, along with 5-bedrooms and a loft. The design of both homes is identical, with a stucco exterior, concrete “S-style” tile roofing, and a ground-floor bay window feature off of the living room.

The applicant held a community meeting on November 9, 2015 to discuss this proposal with residents within 300 feet of the property. The meeting was well attended and no one spoke against the project. If the Planning Commission approves this project, it will be submitted, along with the Tentative Parcel Map, to the City Council for their review and approval.

The proposed project is categorically exempt from the California Environmental Quality Act per Section 15303, “New Construction or Conversion of Small Structures”, Class 3. This allows for the construction and location of a single-family residence, or a second dwelling unit in a residential zone. In urbanized areas, up to three single-family residences may be constructed or converted under this exemption.

**Attachment**

**Update** – At its meeting of February 23, 2016, the Planning Commission approved Resolution No. 1929, for a P-16-4, planned unit development and U-16-5, a conditional use permit for two corridor access lots on Sunset Avenue (APN: 92A-465-56); and by motion, approved ASR-16-6, an Architectural and Site plan Review for two single family homes at 7731 and 7733 Sunset Avenue, with Exhibit A, pages 1 through 9.

**Action** - It is recommended that the City Council: (1) by resolution approve P-16-4, a planned unit development and U-16-5, a conditional use permit for two corridor access lots on Sunset Avenue (APN: 92A-465-56); and (2) by motion, approve ASR-16-6, an Architectural and Site plan Review for two single family homes at 7731 and 7733 Sunset Avenue, with Exhibit A, pages 1 through 9.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
NEWARK APPROVING A PLANNED UNIT DEVELOPMENT  
(P-16-4) AND A CONDITIONAL USE PERMIT (U-16-5) FOR  
TWO CORRIDOR LOTS AT 7731 AND 7733 SUNSET  
AVENUE (APN: 92A-465-56)

WHEREAS, Mr. Abdul Durrani, has filed with the City Council of the City of Newark an application for P-16-4, a planned unit development, and U-16-5, a conditional use permit, for two corridor lots at 7731 and 7733 Sunset Avenue; and

PURSUANT to Municipal Code Section 17.72.060, a public hearing notice was published in The Tri-City Voice on March 8 , 2016, and mailed as required, and the City Council held a public hearing on said application at 7:30 p.m. on March 24, 2016 at the City Administration Building, 37101 Newark Boulevard, Newark, California; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves this application as shown on Exhibit A, pages 1 through 9, subject to compliance with the following conditions:

Planning Division

- a. There shall be no roof-mounted equipment.
- b. All lighting shall be directed on-site so as not to create glare off-site.
- c. Construction site trailers and buildings located on-site shall be used for office and storage purposes and shall not be used for living or sleeping quarters. Any vehicle or portable building brought on the site during construction shall remain graffiti free.
- d. The site and its improvements shall be maintained in a neat and presentable condition, to the satisfaction of the Community Development Director. This shall include, but not be limited to, repainting surfaces damaged by graffiti and site cleanup. Graffiti removal/repainting and site cleanup shall occur on a continuing, as needed basis.
- e. All exterior utility pipes and meters shall be painted to match and/or complement the color of the adjoining building surface, as approved by the Community Development Director.
- f. Prior to the issuance of a building permit, the developer shall submit color elevations of the buildings for the review and approval of the Planning Commission and City Council. The building elevations shall reflect all roof eaves, bay windows, greenhouse windows, chimneys, porches, and similar architectural features. A site plan showing the building

locations with respect to property lines shall also show the projections. Said elevations shall specify exterior materials. Final colors shall be submitted for the review and approval of the Community Development Director.

- g. Prior to the issuance of a building permit, the developer shall submit the floor plans of all dwelling units for the review and approval of the Planning Commission and City Council.
- h. Prior to the issuance of a building permit, roof material shall be submitted for the review and approval of the Planning Commission and City Council. All roof material shall consist of fire retardant shake roof, concrete tile, or a roof of similar noncombustible material. Mansard roofs with the above material may be used to screen tar and gravel roofs. All roofs shall be of Class C fire resistant construction or better. Composition shingles shall be Presidential-style or of comparable quality, subject to the review and approval of the Community Development Director.
- i. Prior to the issuance of a building permit, the location and screening design for garbage, refuse and recycling collection areas for the project shall be submitted for the review and approval of Republic Services of Alameda County and the Community Development Director, in that order. No refuse, garbage or recycling shall be stored outdoors except within approved trash and recycling enclosures.
- j. Prior to the issuance of a building permit, any proposed fence details shall be submitted for the review and approval of the Community Development Director. Fencing shall be at least six (6) feet high from the developer's finished lot grade between the project and the adjacent properties, except that fencing shall be a maximum of three (3) feet high within the front yard setback.
- k. Prior to installation, mailbox locations and designs shall be approved by the Community Development Director and Newark Postmaster. The mailbox compartments of centralized mailboxes shall identify the individual dwelling units with permanent, easily legible lettering.
- l. Prior to final inspection and utility release for each unit, the developer shall pre-wire each unit for satellite and cable television connections, as required by the Community Development Director.
- m. Prior to the issuance of a Certificate of Occupancy, the developer shall install any approved fencing approved by the Community Development Director.
- n. Prior to the issuance of a building permit, the developer shall pay the following fees, in the amount in effect at the time: public safety impact fee (currently \$1,989 per dwelling unit); community service and facilities impact fee (currently \$1,942 per dwelling unit); transportation impact fee (currently \$801 per dwelling unit); park-in-lieu fee (\$2,998 per dwelling unit); and Art in Public Places and Private Development fee (currently \$270 per dwelling unit).

- o. Construction equipment, including compressors, generators and mobile equipment shall be fitted with heavy-duty mufflers designed to reduce noise impacts.
- p. Measures to respond to and track complaints pertaining to construction noise shall include: (1) a procedure and phone numbers for notifying the City of Newark Building Inspection Division and Newark Police Department (during regular construction hours and off-hours); and (2) a sign posted on-site pertaining to the permitted construction days and hours and complaint procedures and who to notify in the event of a problem. The sign shall also include a listing of both the City and construction contractor's telephone numbers (during regular construction hours and off-hours).
- q. Prior to issuance of a grading permit, the developer shall hire a qualified biologist to: (1) determine if occupied Burrowing Owl habitat(s) exist on the site, and (2) implement a plan to protect the owls and to excavate the site around any active burrows using hand tools to assure that the owls are not buried during grading in the event Burrowing Owl habitat(s) is found on the site. The occupied Burrowing Owl habitat(s), if found, shall not be disturbed during the nesting season. The Burrowing Owl study shall be conducted not more than 30 days prior to the time site grading activities will commence.
- r. During project construction, if historic, archeological or Native American materials or artifacts are identified, work within a 50-foot radius of such find shall cease and the City shall retain the services of a qualified archeologist and/or paleontologist to assess the significance of the find. If such find is determined to be significant by the archeologist and/or paleontologist, a resource protection plan conforming to CEQA Section 15064.5 shall be prepared by the archeologist and/or paleontologist and approved by the Community Development Director. The plan may include, but would not be limited to, removal of resources or similar actions. Project work may be resumed in compliance with such plan. If human remains are encountered, the County Coroner shall be contacted immediately and the provisions of State law carried out.

#### Engineering Division

- s. The project will require approval of a record parcel map filed in accordance with the State Subdivision Map Act and the City of Newark Subdivision Ordinance to subdivide Parcel 2 of Parcel Map 9897 into two separate parcels and create reciprocal access, surface drainage, and utility easements as necessary. The record parcel map must be reviewed and approved by the City Engineer prior to the issuance of any permits.
- t. All remaining Area Improvement District No. 33 assessments related to properties within the exterior boundary of the parcel map shall be paid in full prior to the approval of the record map.
- u. The project must be designed to minimize pollution or contamination of stormwater runoff from the site in accordance with Provision C.3 of the Municipal Regional Stormwater NPDES Permit (MRP), Order R2-2009-0074, revised November 28, 2011, issued to the City of Newark by the Regional Water Quality Control Board, San

Francisco Bay Region. Examples of control measures include, but are not limited to: no uncovered trash enclosures or storage of products and materials; minimization of impervious surfaces; routing of pavement and roof runoff through biotreatment areas or landscaped areas used for vehicle parking, installation of vegetated or turfed areas around storm water inlets, and other Best Management Practices to address the requirements of the NPDES Municipal Regional Stormwater Permit issued to the City of Newark by the Regional Water Quality Control Board. The stormwater treatment design shall be completed by licensed civil engineer with sufficient experience with storm water quality analysis and design. The use of treatment controls for runoff requires the submittal of a Stormwater Treatment Maintenance Agreement prior to the issuance of any Certificates of Occupancy.

- v. Prior to the issuance of a building permit for this project, the developer shall submit a Stormwater Quality Plan for review and approval of the City Engineer. The plan shall include sufficient details to show how storm water quality will be protected during both: (1) the construction phase of the project and (2) the post-construction, operational phase of the project. The construction phase plan shall include Best Management Practices from the California Stormwater Quality Association's Best Management Practices Handbook for Construction. The specific storm water pollution prevention measures to be maintained by the contractor shall be printed on the plans. The operational phase plan shall include Best Management Practices appropriate to the uses conducted on the site to effectively prohibit the entry of pollutants into storm water runoff from this site including, but not limited to, trash and litter control, pavement sweeping, periodic storm water inlet cleaning, landscape controls for fertilizer and pesticide applications, labeling of storm water inlets with the permanent thermoplastic stencil with the wording "No Dumping – Drains to Bay," and other applicable practices.
- w. The developer shall submit a grading and drainage plan for review and approval by the City Engineer. This plan must be based upon a City benchmark and needs to include pad and finish floor elevations of the proposed structure, proposed on-site property grades, proposed elevations at property lines, and sufficient elevations on all adjacent properties to show existing and proposed drainage patterns. All pavement shall drain at a minimum of one percent. The developer shall ensure that all upstream drainage is not blocked and that no ponding is created by this development. Any construction necessary to ensure this shall be the developer's responsibility.
- x. Where a grade differential of more than a 1-foot is created along the boundary lot lines between the proposed development and adjacent property, the developer shall install a masonry retaining wall unless a slope easement is approved by the City Engineer. Said retaining wall shall be subject to review and approval of the City Engineer. A sub-drain system shall be installed with the retaining wall to ensure no migration of stormwater or excess landscape irrigation onto lower-lying adjoining properties. The system shall be connected to the Sunset Avenue point of discharge.
- y. Prior to the issuance of any building permits for the properties within the exterior boundary of the project, fence details shall be submitted for the review and approval of

the Community Development Director and the City Engineer. Fencing along the entire perimeter of the site shall be provided and shall be coordinated with each of the adjoining property owners prior to the design review of any proposed single family dwellings. New fencing shall be similar to or of higher quality than existing fencing and all damaged sections shall be replaced. Side and rear yard fences shall be at least 6 feet high as measured from the developer's highest finish grade. Fencing shall enclose the rear yard and a portion of the interior side yard for each parcel. The developer shall install the approved wood fences prior to the final inspection and utility release of each parcel's dwelling unit. Prior to the issuance of any construction permits, all fencing shall be coordinated with the adjoining property owners.

- z. Prior to issuance of a Certificate of Occupancy or release of utilities for any building, common vehicle access ways and parking facilities serving said building shall be paved in accordance with the recommendation of a licensed engineer based on a Traffic Index of 4.0.
- aa. Prior to issuance of a building permit, the developer's engineer shall submit a pavement maintenance program for the drive aisles and parking areas for the review and approval of the City Engineer. The developer shall follow the maintenance program at the City Engineer's direction.
- bb. Prior to issuance of a Certificate of Occupancy or release of utilities for each dwelling unit, the on-site drive aisles and uncovered parking facilities shall be installed and striped as shown on the approved site plan. All on-site uncovered parking facilities and drive aisles shall be drained at a minimum slope of 1.0% for asphalt surfaces and 0.3% for Portland cement concrete surfaces.
- cc. All utilities including, but not limited to, electric, telephone and cable television services shall be provided underground for the proposed residences in the development from the Sunset Avenue street frontage in accordance with the City of Newark Subdivision Standards.
- dd. Any proposed utility connections and/or underground work within structurally sound street pavement must be bored or jacked. Open street cuts will not be permitted on Sunset Avenue without approval by the City Engineer.
- ee. Prior to the issuance of a building permit, the developer shall obtain public utility easements over adjoining properties and obtain approvals by the respective utility agency.
- ff. Prior to the issuance of a Certificate of Occupancy for any proposed improvements, any and all damage to public and private improvements as a result of construction activity associated with this project shall be repaired to the satisfaction of the City Engineer.
- gg. As part of the grading operations, the developer shall ensure that the site is watered on a sufficiently frequent basis to control dust as directed by the City Engineer. The developer shall ensure that a water vehicle for dust control operations is kept readily

available at all times during construction at the City Engineer's direction. A pick-up or vacuum type street sweeper shall be available at all times at the direction of the City Engineer to remove tracked dirt or debris from adjacent streets.

#### Landscape-Parks Division

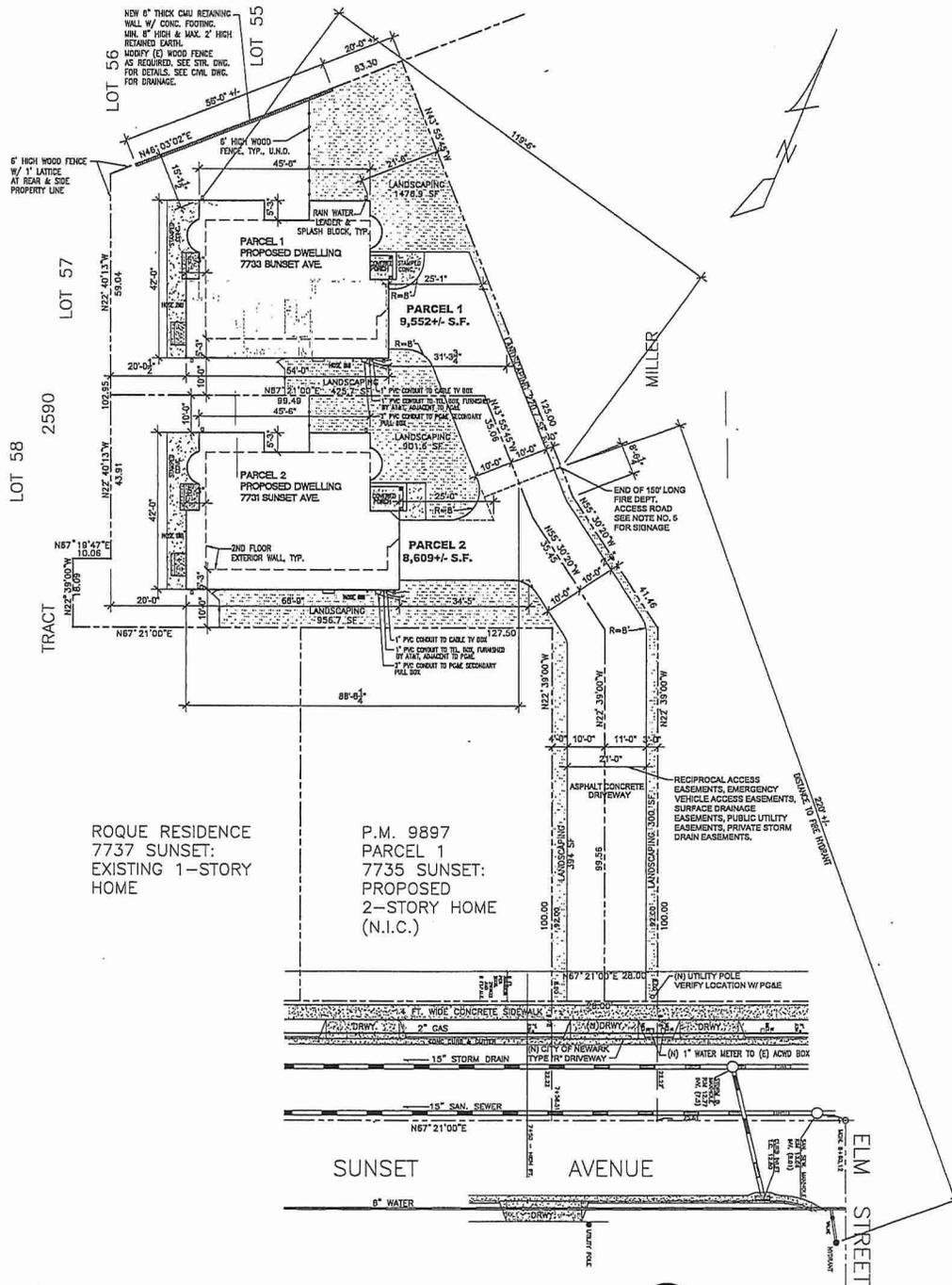
- hh. The property owner(s) shall enter into a Landscape Maintenance Agreement to ensure the perpetual maintenance of all landscaping along the property frontage and on the project site. This agreement shall run with the land and be binding upon all future owners or assigns.
- ii. The property owner shall retain a licensed landscape architect to prepare working drawings for landscape plans in accordance to with City of Newark requirements and the latest version of the State of California Model Water Efficient Landscape Ordinance. The associated Landscape Documentation Package must be approved by the City Engineer prior to the issuance of a building permit.
- jj. The developer shall implement Bay Friendly Landscaping Practices in accordance with Newark Municipal Code, Chapter 15.44.080. Prior to the issuance of a building permit, the developer shall provide sufficient information to detail the environmentally-conscious landscape practices to be used on the project.
- kk. The plant species identified for any proposed landscape-based stormwater treatment measures are subject to final approval of the City Engineer.
- ll. Prior to installation by the developer, plant species, location, container size, quality, and quantity of all landscaping plants and materials shall be reviewed and approved by the City Engineer. All plant replacements shall be to an equal or better standard than originally approved subject to approval by the City Engineer.
- mm. Prior to the release of utilities or issuance of any Certificate of Occupancy, all landscaping and irrigation systems shall be completed or guaranteed by a cash deposit deposited with the City in an amount to cover the remainder of the work.
- nn. Prior to issuance of Certificate of Occupancy or release of utilities, the developer shall guarantee all trees for a period of 6 months and all other plantings and landscape for 60 days after completion thereof. The developer shall insure that the landscape shall be installed properly and maintained to follow standard horticultural practices. All plant replacements shall be to an equal or better standard than originally approved subject to approval of the City Engineer.
- oo. Landscaping adjacent to the public right-of-way must conform to the City's visibility requirements in accordance with Newark Municipal Code, Chapter 10.36.

#### Building Division

- pp. Construction for this project, including site work and all structures, can occur only between the 4 hours of 8:00 A.M. and 6:00 P.M., Monday through Friday. The applicant may make a written request to the Building Official for extending working hours and/or days. In granting or denying any request, the Building Official will take into consideration the nature of the construction activity which would occur during extended work hours/days, the time duration of the request, the proximity to residential neighborhoods and input by the affected neighbors. All approvals will be done so in writing.

General

- qq. All proposed changes from approved exhibits shall be submitted to the Community Development Director who shall decide if they warrant Planning Commission and City Council review and, if so decided, said changes shall be submitted for the Commission's and Council's review and decision. The developer shall pay the prevailing fee for each additional separate submittal of development exhibits requiring Planning Commission and/or City Council review and approval.
- rr. If any condition of this planned unit development and conditional use permit be declared invalid or unenforceable by a court of competent jurisdiction, this planned unit development and conditional use permit shall terminate and be of no force and effect, at the election of the City Council on motion.
- ss. The developer hereby agrees to defend, indemnify, and save harmless the City of Newark, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by, the City of Newark, its Council, boards, commissions, officers, employees or agents to challenge or void the permit granted herein or any California Environmental Quality Act determinations related thereto.
- tt. The Conditions of Project Approval set forth herein may include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and other exactions. The developer is hereby further notified that the 90-day approval period in which the developer may protest these fees, dedications, reservations and other exactions, pursuant to Government Code Section 66020(a), has begun. If the developer fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the developer will be legally barred from later challenging such exactions.



ROQUE RESIDENCE  
7737 SUNSET:  
EXISTING 1-STORY  
HOME

P.M. 9897  
PARCEL 1  
7735 SUNSET:  
PROPOSED  
2-STORY HOME  
(N.I.C.)

ASSESSOR'S PARCEL NUMBER:	92A-468-056
ZONING:	R-6,000 LOW-DENSITY RESIDENTIAL
TOTAL LOT AREA TO BE DIVIDED:	18,161± ±70.42 AC±
PARCEL 1 AREA:	9,552 ± sf
<b>PARCEL 1 COVERAGE:</b>	
1ST FLOOR AREA:	1618 ± sf (%16.94)
GARAGE:	451 ± sf (%4.72)
FRONT PORCH:	55 ± sf (%0.58)
COVERED SIDE YARD:	63 ± sf (%0.66)
TOTAL COVERED AREA:	2187 ± sf (%22.90)
2ND FLOOR AREA:	1432 ± sf
<b>PARCEL 1 LANDSCAPE:</b>	
TOTAL LANDSCAPE AREA:	2423 ± sf (%25.4)
<b>PARCEL 2 AREA:</b>	
8,609 ± sf	
<b>PARCEL 2 COVERAGE:</b>	
1ST FLOOR AREA:	1676 ± sf (%19.47)
GARAGE:	451 ± sf (%5.24)
FRONT PORCH:	77 ± sf (%0.89)
COVERED SIDE YARD:	63 ± sf (%0.73)
TOTAL COVERED AREA:	2257 ± sf (%26.33)
2ND FLOOR AREA:	1475 ± sf
<b>PARCEL 2 LANDSCAPE:</b>	
TOTAL LANDSCAPE AREA:	2252 ± sf (%26.2)

**SHEET NOTES:**

1. THE FIRE DEPARTMENT ACCESS ROAD SHALL BE MARKED WITH SIGNS IN ACCORDANCE WITH APPENDIX D OF THE 2013 CALIFORNIA FIRE CODE.
2. DWELLINGS SHALL BE PROVIDED WITH FIRE SPRINKLERS. (2013 CALIFORNIA RESIDENTIAL CODE)
3. SEPARATE APPLICATION FOR BUILDING PERMIT SHALL BE MADE FOR EACH SEPARATE PARCEL.
4. CONSTRUCTION FOR THIS PROJECT, INCLUDING SITE WORK AND ALL STRUCTURES, CAN OCCUR ONLY BETWEEN THE HOURS OF 8:00 AM AND 6:00 PM, MONDAY THROUGH FRIDAY, UNLESS A WRITTEN REQUEST FOR EXTENDED WORKING HOURS HAS BEEN APPROVED IN WRITING BY THE BUILDING OFFICIAL.
5. CONTRACTOR SHALL FURNISH AND INSTALL SIGNAGE STATING "End of Fire Access Road".
6. DEEDED EASEMENTS FOR THE FIRE ACCESS ROAD SHALL BE OBTAINED AND RECORDED PRIOR TO ISSUANCE OF BUILDING PERMIT.

**PROJECT DESCRIPTION:**

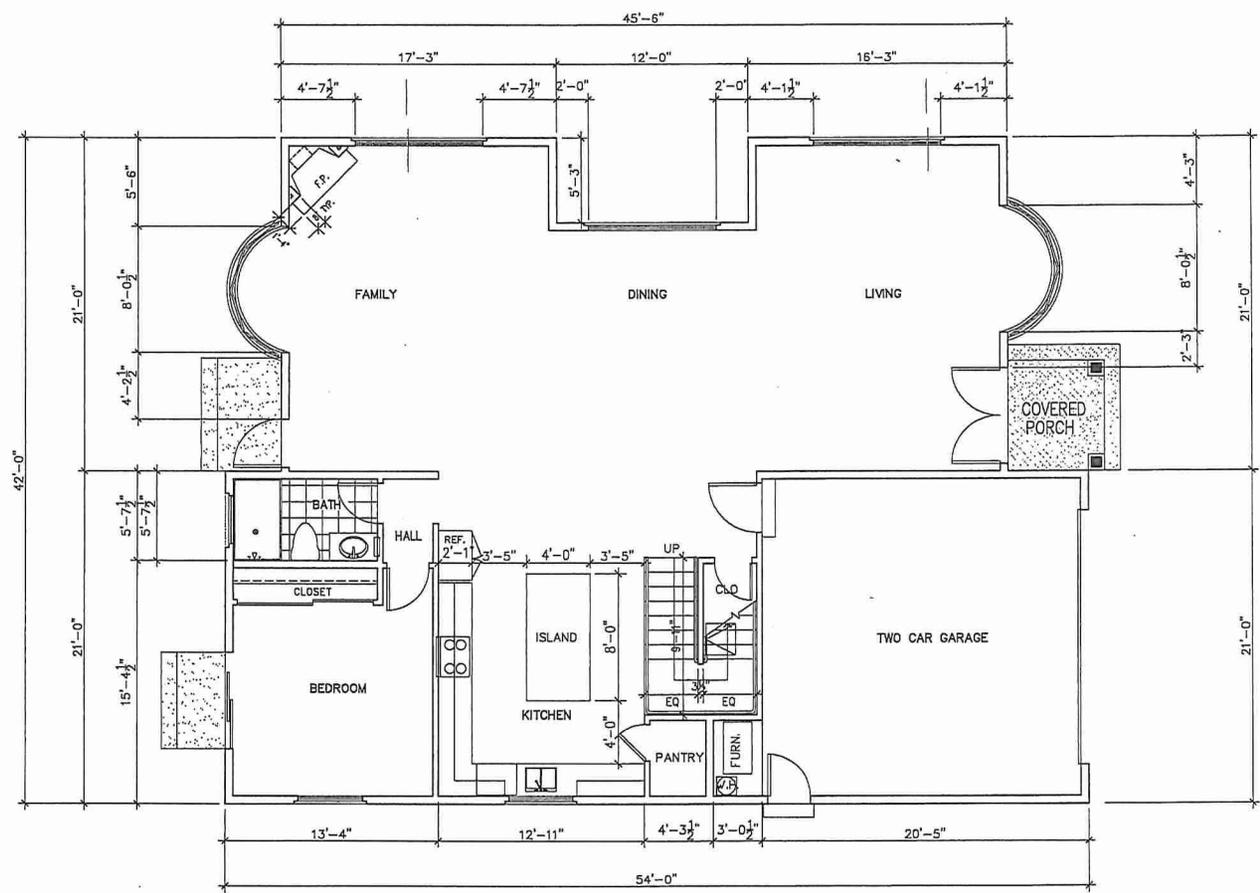
THE PURPOSE OF THESE DOCUMENTS AND ASSOCIATED SET OF PLANS IS TO SUBDIVIDE THE 0.42 AC± EMPTY LOT INTO 2 LOTS IN ORDER TO CONSTRUCT ONE 2-STORY SINGLE-FAMILY DWELLING ON EACH LOT.

1 SITE PLAN  
SCALE: 1/16" = 1'-0"



EXHIBIT A<sub>1</sub>

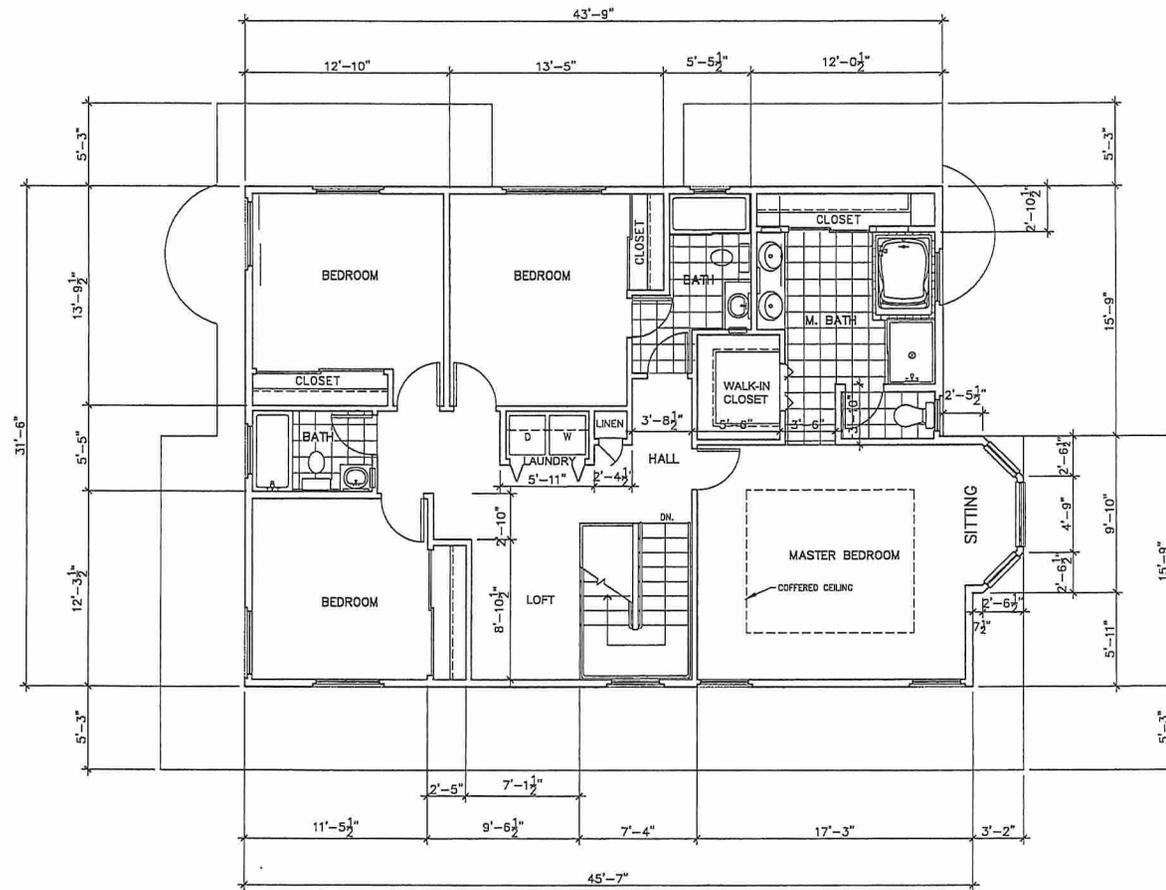
FLOOR AREAS:	
1ST FLOOR AREA	1518 +/- sf
2 CAR GARAGE	451 +/- sf



FIRST FLOOR PLAN   
 SCALE 1/4" = 1'-0"

EXHIBIT *App*

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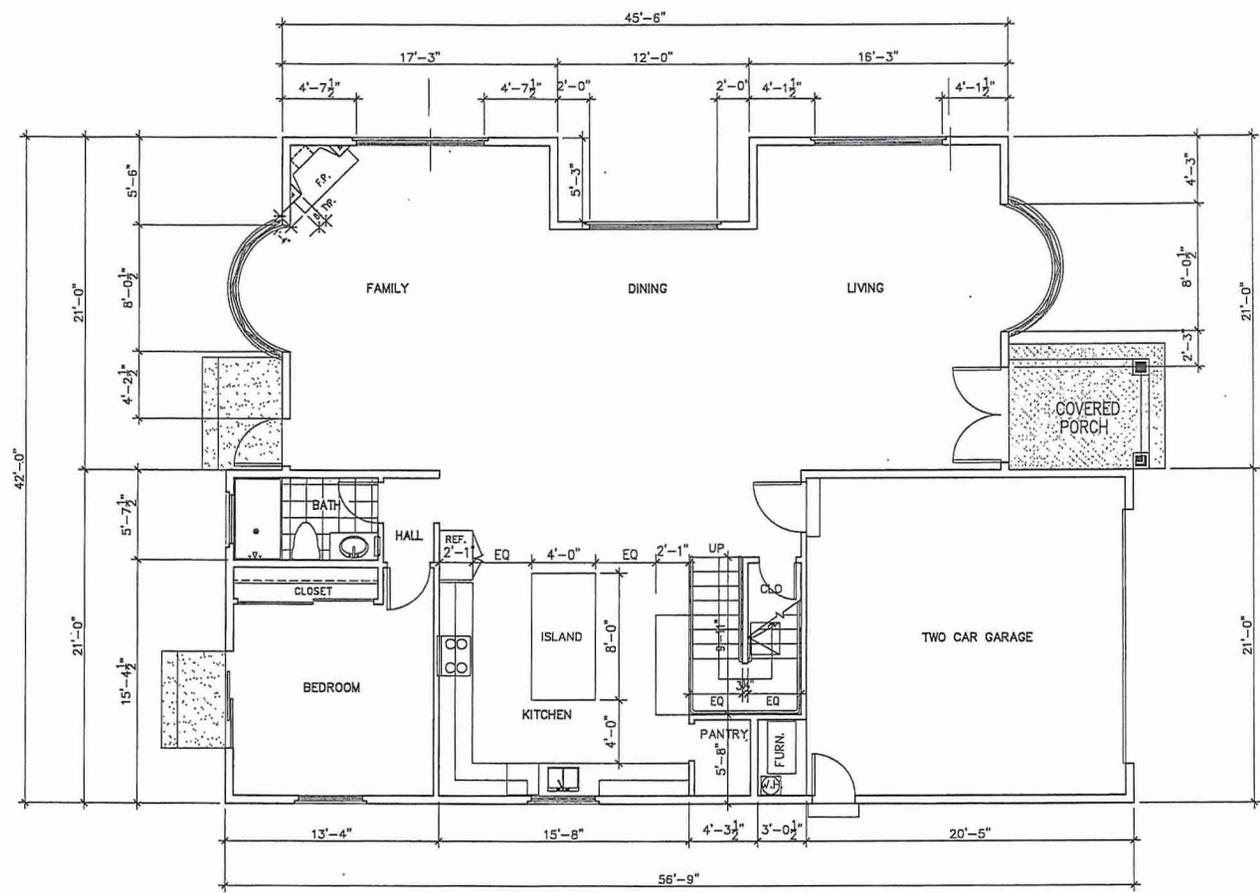
SECOND FLOOR PLAN 

SCALE 1/4" = 1'-0"

EXHIBIT Ap3

77: C F S S F 2 ISSI DA SC DR DE CHI JOE SHI

FLOOR AREAS:	
1ST FLOOR AREA	1076 +/- sf
2 CAR GARAGE	451 +/- sf



FIRST FLOOR PLAN



SCALE 1/4" = 1'-0"

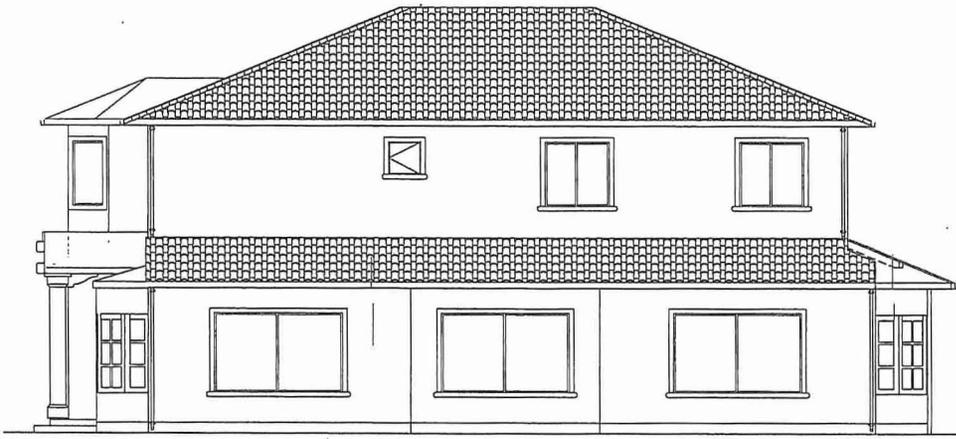
EXHIBIT Ap4

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**ELEVATION NOTES:**

- 1 STUCCO
- 2 CONCRETE "S" TILE ROOFING
- 3 DOUBLE PANE SLIDING VINYL WINDOW
- 4 2x FASCIA
- 5 RAIN WATER LEADER
- 6 FRENCH DOOR



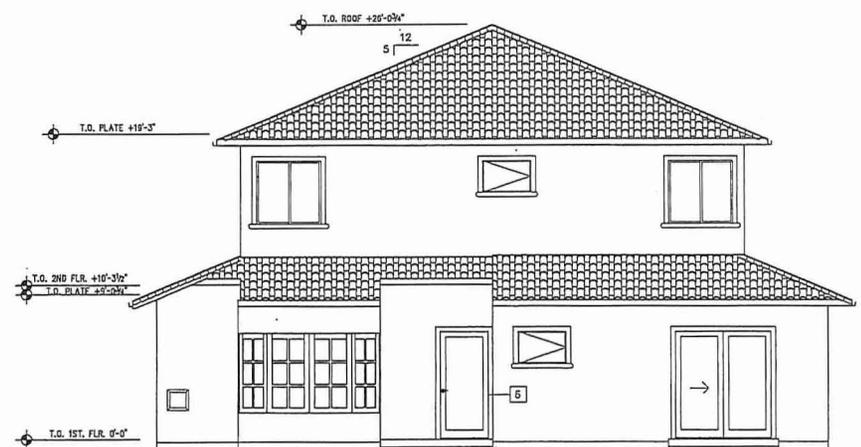
**NORTH ELEVATION**  
SCALE 1/4" = 1'-0"



**EAST ELEVATION**  
SCALE 1/4" = 1'-0"



**SOUTH ELEVATION**  
SCALE 1/4" = 1'-0"



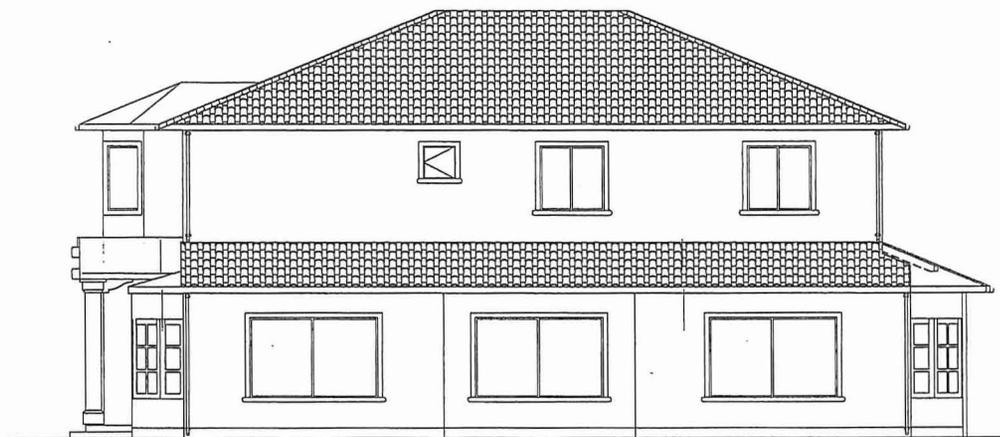
**WEST ELEVATION**  
SCALE 1/4" = 1'-0"

**EXHIBIT A06**

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**ELEVATION NOTES:**

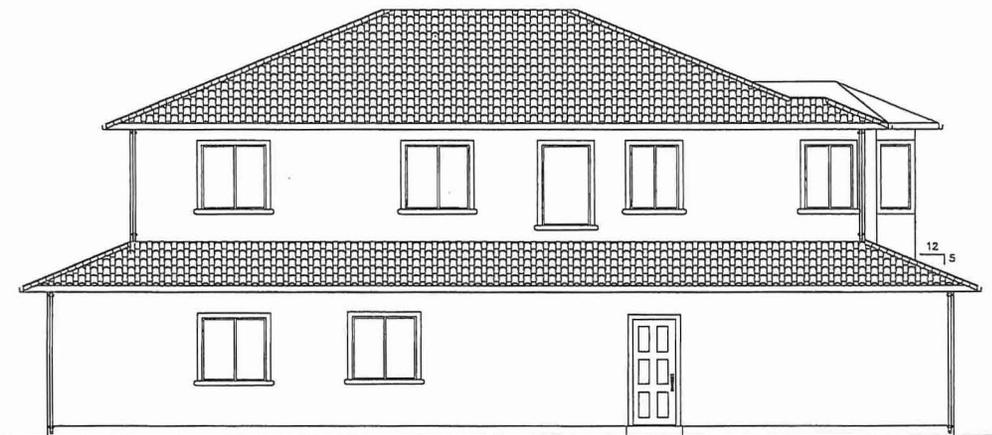
- 1 STUCCO
- 2 CONCRETE "S" TILE ROOFING
- 3 DOUBLE PANE SLIDING VINYL WINDOW
- 4 2x FASCIA
- 5 RAIN WATER LEADER
- 6 FRENCH DOOR



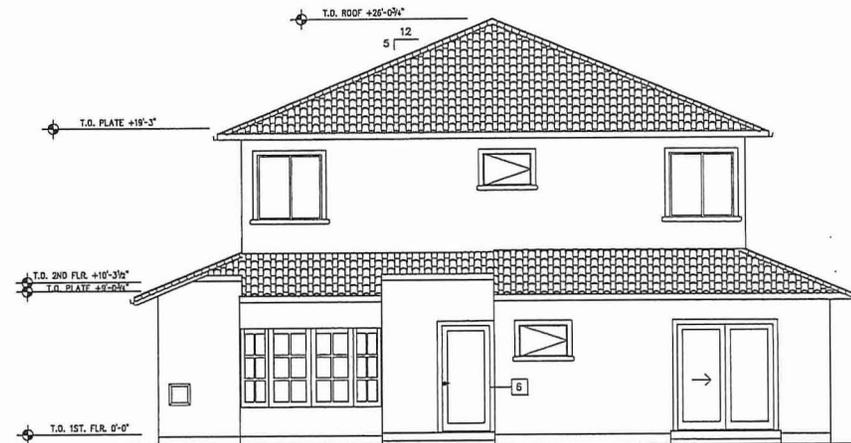
**NORTH ELEVATION**  
SCALE 1/4" = 1'-0"



**WEST ELEVATION**  
SCALE 1/4" = 1'-0"



**SOUTH ELEVATION**  
SCALE 1/4" = 1'-0"

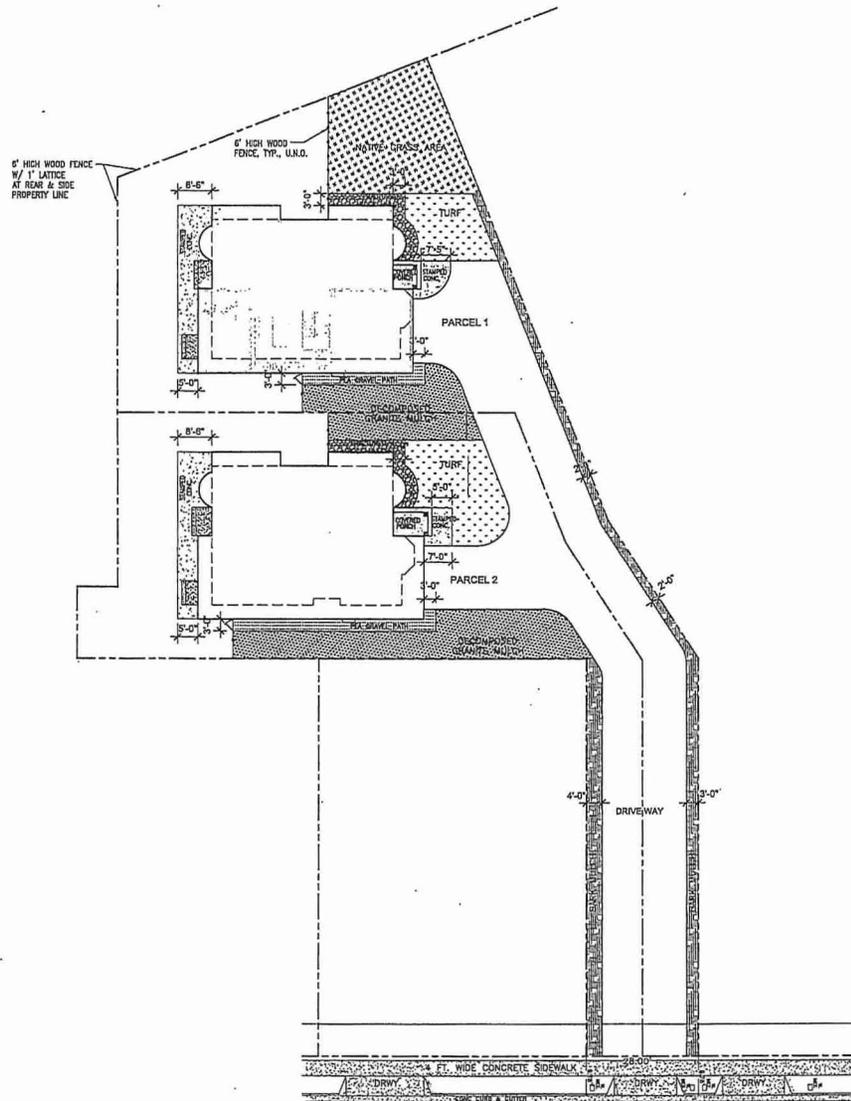


**EXHIBIT** Ap7

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**LANDSCAPE NOTES:**

1. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER TRADES (E.G. PAVING, PLUMBING, ELECTRICAL, ETC.)
2. ALL GRADES SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE AFTER IRRIGATION MAINS AND FINAL GRADING IS COMPLETE PRIOR TO PLANTING.
3. SOIL IN PLANTER AREAS SHALL BE AMENDED PER RECOMMENDATIONS PREPARED BY AN AGRICULTURAL SUITABILITY SOIL TESTING SERVICE. FOR BASE BID, THE CONTRACTOR SHALL ASSUME THE FOLLOWING: 6 CY. OF HUMUS PER 1000 SF AND 6 LBS. OF FERTILIZER /1000 SF, INCORPORATED INTO THE TOP 6" OF EXISTING SOIL. ALL SOIL SHALL BE LOOSENEED AND TILLED TO A DEPTH OF 12" IN ALL PLANTER AREAS PRIOR TO AMENDING. RAKE OUT ALL ROCK AND DEBRIS GREATER THAN 1/2" DIAMETER. REFER TO LEGEND NOTE FOR TURF AREAS.
4. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING PLANT MATERIAL PER SYMBOLS AND SPACING INDICATED ON THE PLAN. SYMBOLS PREVAIL OVER QUANTITIES LISTED IN THE PLANT LEGEND.
5. PRIOR TO INSTALLATION BY THE DEVELOPER, PLANT SPECIES, LOCATION, CONTAINER SIZE, QUALITY, AND QUANTITY OF ALL LANDSCAPING PLANTS AND MATERIALS SHALL BE REVIEWED AND APPROVED BY THE CITY ENGINEER. ALL PLANT REPLACEMENTS SHALL BE TO AN EQUAL OR BETTER STANDARD THAN ORIGINALLY APPROVED SUBJECT TO APPROVAL BY THE CITY ENGINEER. ALL PLANTS NOT MEETING OR EXCEEDING REQUIREMENTS AND RECOMMENDATIONS OF ANSI 260.1 "AMERICAN STANDARD FOR NURSERY STOCK" SHALL BE REJECTED. THE CONTRACTOR SHALL ALSO RECEIVE APPROVAL OF PLANT MATERIAL BY THE OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
6. THE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR ONE FULL YEAR UPON FINAL ACCEPTANCE OF THE PROJECT.
7. REMOVE ALL WEEDS AND DEBRIS IN AND AROUND NEWLY INSTALLED PLANT MATERIAL. A PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO ALL PLANTER AREAS PRIOR TO INSTALLATION OF MULCHES.
8. MULCH ALL PLANTING SAUCERS WITH THREE INCHES (3") MINIMUM DEPTH SHREDDED BARK MULCH.
9. ALL SHRUBS SHALL BE ON A TIMER CONTROLLED DRIP IRRIGATION SYSTEM PER THE IRRIGATION PLAN. ALL PLANT MATERIAL ARE LOW TO MEDIUM WATER REQUIREMENTS REGION 2 PER WOODS AND ARE SPECIFIED WITH LOWER WATER REQUIREMENTS FOR WATER CONSERVATION. TURF IS MINIMIZED. PLANTS ARE PLACED TO ALLOW FOR GROWTH TO THEIR NATURAL SHAPE TO MINIMIZE MAINTENANCE.
10. ROOT BARRIERS SHALL BE INSTALLED ADJACENT TO ALL TREES WITHIN 10' OF PAVING, 8' FROM CENTER OF THE TREE.
11. MAINTENANCE: ALL LANDSCAPE SHALL BE MAINTAINED IN GOOD CONDITION. DEAD OR DYING PLANT MATERIAL SHALL BE REMOVED AND REPLACED AS REQUIRED. REMOVED PLANT MATERIAL, GRASS CLIPPINGS SHALL BE COMPOSTED BY THE MAINTENANCE CONTRACTOR OR OWNER. PLANTS SHALL BE ALLOWED TO GROW IN THEIR NATURAL FORM TO THE EXTENT POSSIBLE, MINIMIZING PRUNING. PLANTERS SHALL BE TREATED WITH ORGANIC FERTILIZERS PER THE SOIL ANALYSIS RECOMMENDATIONS FOR ONGOING MAINTENANCE AFTER INSTALLATION. ALL PLANTERS SHALL BE TREATED WITH A PRE-EMERGENT HERBICIDE APPLIED EACH YEAR TO MINIMIZE CONTINUAL SPRAYING OF HERBICIDES FOR WEED CONTROL. WEEDS SHALL BE REMOVED BY HAND TO THE EXTENT POSSIBLE ON A REGULAR BASIS.



**LEGEND:**

- DECOMPOSED GRANITE MULCH - PLANTER AREAS AS SHOWN, 3" MINIMUM DEPTH.
- DARK MULCH AREA - 3" OF SHREDDED "WALK-ON" BARK.
- TURF AREA - SOG WITH A TALL FESCUE BLEND AS AVAILABLE FROM LOCAL SOURCE. SOIL SHALL BE RAKED FREE OF ROCK, CONTOURED, ROLLED WITH A WEIGHTED ROLLER AND FERTILIZED PRIOR TO LAYING SOG.
- 1/2" FRACTURED ROCK MULCH - EARTH TONE COLOR TO BLEND WITH PAVERS (OWNER SELECT), 3" MINIMUM DEPTH.
- NATIVE GRASS AREA - NOT DISTURBED, RESEED WITH PAVERS (OWNER SELECT), 3" MINIMUM DEPTH.
- TOPSOIL AREA FOR GARDENING, AMEND TOP 12".

SAMPLES OF ALL MULCHES SHALL BE SUBMITTED TO THE OWNER FOR APPROVAL PRIOR TO DELIVERY TO THE SITE.

ALL ROCK SHALL BE WASHED CLEAN OF DIRT AND DEBRIS PRIOR TO DELIVERY TO THE SITE.

PLACE CURVILINEAR HEADER AT EDGE OF PEA GRAVEL PATH. HEADER BOARD SHALL BE 1" x 6" RECYCLED PLASTIC AS MANUFACTURED BY: 1880 GARDEN TRACT RD, RICHMOND, CA 94801 916-255-6333

TOP OF HEADER BOARD ELEVATION NOT ABUTTING PAVERS OR CONCRETE SHALL BE ESTABLISHED BY FINISHED GRADE IN ACCORDANCE WITH CIVIL ENGINEER'S GRADING PLAN.

ALL CONCRETE HEADER SHALL BE 4" x 8" SQ. POURED IN PLACE. TOP OF HEADER AT SIDE WALKS OR CONCRETE SHALL MATCH TOP OF EXISTING PAVING. HEADER NOT ADJACENT TO SIDEWALKS OR CURBING SHALL BE RECESSED 2" IN FINISHED GRADE PER CIVIL ENGINEER'S DRAWINGS. INSTALLATION OF THE HEADER SHALL NOT COMMENCE UNTIL FINAL GRADING OF THE PLANTER AREAS IS COMPLETE. THE SUBGRADE FOR THE CONCRETE HEADER SHALL BE COMPACTED TO 80% RELATIVE COMPACTION. THE CONCRETE MIX SHALL INCLUDE COLLATED, FIBRILLATED POLYPROPYLENE FIBERS AS MFR. BY FIBERMESH OR APPROVED EQUAL. ADD 15" LBS. FIBERMESH PER CUBIC YARD OF CONCRETE. CONTRACTION JOINT JOINTS SHALL BE PROVIDED A MIN. OF EVERY 3 LF. CONCRETE SHALL BE EARTH TONE COLOR TO BLEND WITH PAVERS. FINAL COLOR SELECTION BY OWNER. TOP OF CONCRETE HEADER ELEVATION, NOT ABUTTING PAVERS OR CONCRETE SHALL BE ESTABLISHED BY FINISHED GRADE IN ACCORDANCE WITH CIVIL ENGINEER'S GRADING PLAN.

SUNSET AVENUE

ELM STREET

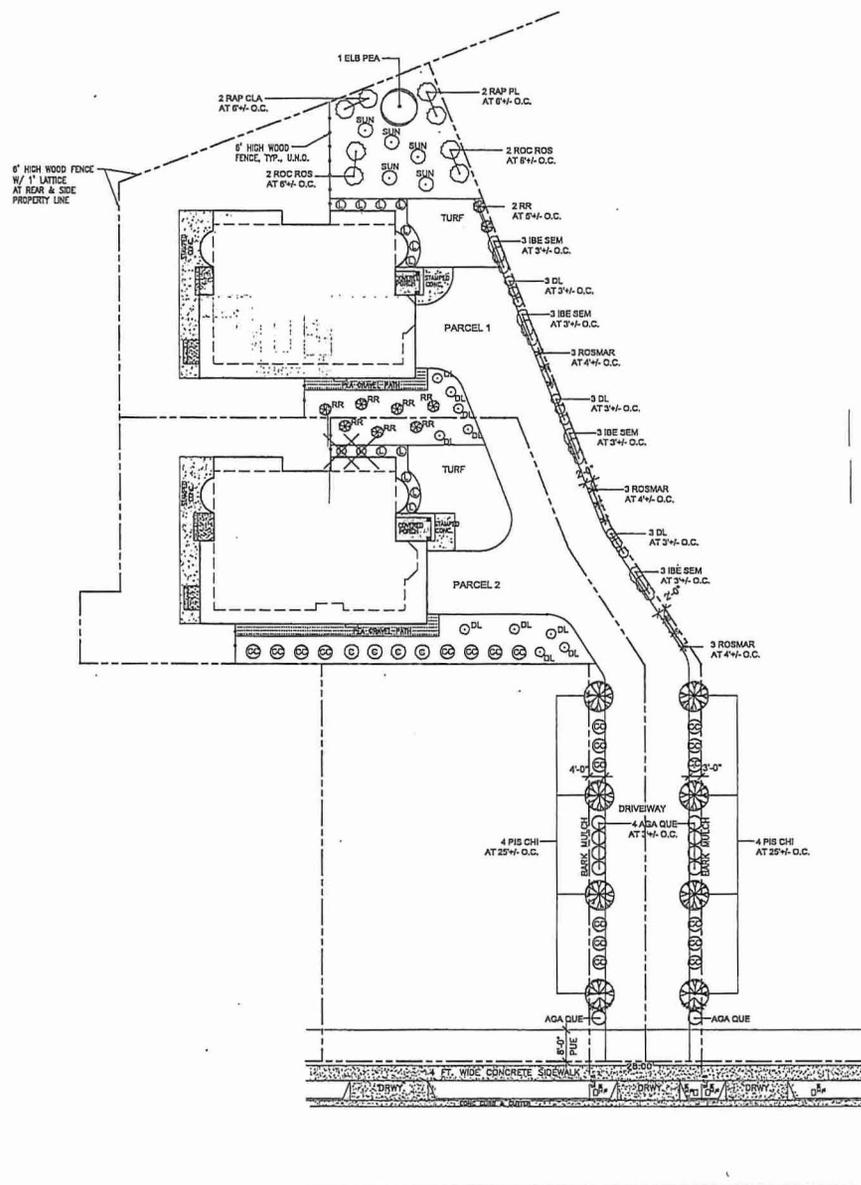
**1 LANDSCAPE PLAN**

SCALE: 1/16" = 1'-0"



EXHIBIT A08

Plan of the Project to be shown  
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SUNSET AVENUE

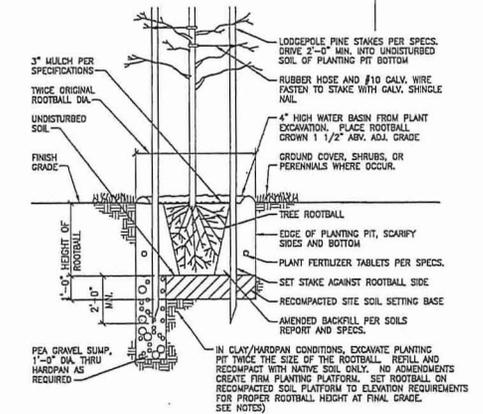
ELM STREET

**1** PLANTING PLAN  
SCALE: 1/16" = 1'-0"

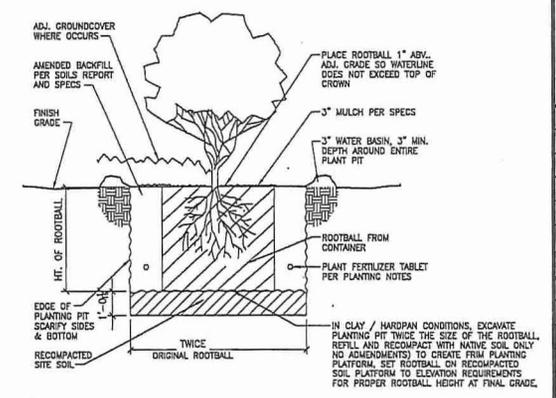


**PLANT LIST:**

SYMBOL	NO.	BOTANICAL NAME	COMMON NAME	SIZE	WATER USAGE
<b>TREES:</b>					
PIS CHI	8	PISTACHE CHINESE	CHINESE PISTACHE	15 G.C.	LOW
ELB PEA	1	PRUNUS PERSICA	ELBERTA SEMI-DWARF PEACH	3.25 G.C.	LOW
<b>SHRUBS:</b>					
AGA QUE	10	AGAPANTUS CUSEAN ANN	LILY OF THE NILE	1 G.C.	LOW
CC	20	CARPENTERIA CALIFORNICA	BUSH ANEMONE	1 G.C.	LOW
ROC ROS	4	CISTUS PURPURUS	ROCK ROSE	5 G.C.	LOW
RAP PL	2	RAPHOLEPIS INDICA	PINK LADY	5 G.C.	LOW
RAP CLA	2	RAPHOLEPIS INDICA	CLARA	5 G.C.	LOW
C	4	CALISTEMON C. LITTLE JOHN	DWARF BOTTLEBRUSH	5 G.C.	LOW
<b>GROUNDCOVERS:</b>					
IBE SEM	12	IBERIS SEMPERVIRENS	EVERGREEN CANDYTUFT	1 G.C.	LOW
L	14	LANTANA M. "GOLD RUSH"	LANTANA	1 G.C.	LOW
RR	8	ROSA MEDICLAND RUBY	RED ROSE	5 G.C.	MEDIUM
ROSMAR	8	ROSMARINUS OFFICINALIS	HUNTINGTON BLUE ROSEMARY	1 G.C.	LOW
SUN	5	HELIANTHEMUM WIGELY PINK	WIGELY PINK SUNROSE	1 G.C.	LOW
<b>PERENNIALS:</b>					
DL	10	HEMEROCALLIS HAPPY RETURNS	DAYLILY	1 G.C.	LOW



**2** TREE PLANTING DETAIL  
SCALE: N.T.S.



**3** SHRUB PLANTING DETAIL  
SCALE: N.T.S.

EXHIBIT A09

RESOLUTION NO. 1929

RESOLUTION APPROVING A PLANNED UNIT DEVELOPMENT (P-16-4) AND A CONDITIONAL USE PERMIT (U-16-5) FOR TWO CORRIDOR LOTS AT 7731 AND 7733 SUNSET AVENUE (APN: 92A-465-56)

WHEREAS, Mr. Abdul Durrani, has filed with the Planning Commission of the City of Newark an application for P-16-4, a planned unit development, and U-16-5, a conditional use permit, for two corridor lots at 7731 and 7733 Sunset Avenue; and

PURSUANT to Municipal Code Section 17.72.060, a public hearing notice was published in The Tri-City Voice on February 9, 2016, and mailed as required, and the Planning Commission held a public hearing on said application at 7:30 p.m. on February 23, 2016 at the City Administration Building, 37101 Newark Boulevard, Newark, California; and

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission hereby approves this application as shown on Exhibit A, pages 1 through 9, subject to compliance with the following conditions:

Planning Division

- a. There shall be no roof-mounted equipment.
- b. All lighting shall be directed on-site so as not to create glare off-site.
- c. Construction site trailers and buildings located on-site shall be used for office and storage purposes and shall not be used for living or sleeping quarters. Any vehicle or portable building brought on the site during construction shall remain graffiti free.
- d. The site and its improvements shall be maintained in a neat and presentable condition, to the satisfaction of the Community Development Director. This shall include, but not be limited to, repainting surfaces damaged by graffiti and site cleanup. Graffiti removal/repainting and site cleanup shall occur on a continuing, as needed basis.
- e. All exterior utility pipes and meters shall be painted to match and/or complement the color of the adjoining building surface, as approved by the Community Development Director.
- f. Prior to the issuance of a building permit, the developer shall submit color elevations of the buildings for the review and approval of the Planning Commission and City Council. The building elevations shall reflect all roof eaves, bay windows, greenhouse windows, chimneys, porches, and similar architectural features. A site plan showing the building

locations with respect to property lines shall also show the projections. Said elevations shall specify exterior materials. Final colors shall be submitted for the review and approval of the Community Development Director.

- g. Prior to the issuance of a building permit, the developer shall submit the floor plans of all dwelling units for the review and approval of the Planning Commission and City Council.
- h. Prior to the issuance of a building permit, roof material shall be submitted for the review and approval of the Planning Commission and City Council. All roof material shall consist of fire retardant shake roof, concrete tile, or a roof of similar noncombustible material. Mansard roofs with the above material may be used to screen tar and gravel roofs. All roofs shall be of Class C fire resistant construction or better. Composition shingles shall be Presidential-style or of comparable quality, subject to the review and approval of the Community Development Director.
- i. Prior to the issuance of a building permit, the location and screening design for garbage, refuse and recycling collection areas for the project shall be submitted for the review and approval of Republic Services of Alameda County and the Community Development Director, in that order. No refuse, garbage or recycling shall be stored outdoors except within approved trash and recycling enclosures.
- j. Prior to the issuance of a building permit, any proposed fence details shall be submitted for the review and approval of the Community Development Director. Fencing shall be at least six (6) feet high from the developer's finished lot grade between the project and the adjacent properties, except that fencing shall be a maximum of three (3) feet high within the front yard setback.
- k. Prior to installation, mailbox locations and designs shall be approved by the Community Development Director and Newark Postmaster. The mailbox compartments of centralized mailboxes shall identify the individual dwelling units with permanent, easily legible lettering.
- l. Prior to final inspection and utility release for each unit, the developer shall pre-wire each unit for satellite and cable television connections, as required by the Community Development Director.
- m. Prior to the issuance of a Certificate of Occupancy, the developer shall install any approved fencing approved by the Community Development Director.
- n. Prior to the issuance of a building permit, the developer shall pay the following fees, in the amount in effect at the time: public safety impact fee (currently \$1,989 per dwelling unit); community service and facilities impact fee (currently \$1,942 per dwelling unit); transportation impact fee (currently \$801 per dwelling unit); park-in-lieu fee (currently \$2,998 per dwelling unit); and Art in Public Places and Private Development fee (currently \$270 per dwelling unit).

- o. Construction equipment, including compressors, generators and mobile equipment shall be fitted with heavy-duty mufflers designed to reduce noise impacts.
- p. Measures to respond to and track complaints pertaining to construction noise shall include: (1) a procedure and phone numbers for notifying the City of Newark Building Inspection Division and Newark Police Department (during regular construction hours and off-hours); and (2) a sign posted on-site pertaining to the permitted construction days and hours and complaint procedures and who to notify in the event of a problem. The sign shall also include a listing of both the City and construction contractor's telephone numbers (during regular construction hours and off-hours).
- q. Prior to issuance of a grading permit, the developer shall hire a qualified biologist to: (1) determine if occupied Burrowing Owl habitat(s) exist on the site, and (2) implement a plan to protect the owls and to excavate the site around any active burrows using hand tools to assure that the owls are not buried during grading in the event Burrowing Owl habitat(s) is found on the site. The occupied Burrowing Owl habitat(s), if found, shall not be disturbed during the nesting season. The Burrowing Owl study shall be conducted not more than 30 days prior to the time site grading activities will commence.
- r. During project construction, if historic, archeological or Native American materials or artifacts are identified, work within a 50-foot radius of such find shall cease and the City shall retain the services of a qualified archeologist and/or paleontologist to assess the significance of the find. If such find is determined to be significant by the archeologist and/or paleontologist, a resource protection plan conforming to CEQA Section 15064.5 shall be prepared by the archeologist and/or paleontologist and approved by the Community Development Director. The plan may include, but would not be limited to, removal of resources or similar actions. Project work may be resumed in compliance with such plan. If human remains are encountered, the County Coroner shall be contacted immediately and the provisions of State law carried out.

#### Engineering Division

- s. The project will require approval of a record parcel map filed in accordance with the State Subdivision Map Act and the City of Newark Subdivision Ordinance to subdivide Parcel 2 of Parcel Map 9897 into two separate parcels and create reciprocal access, surface drainage, and utility easements as necessary. The record parcel map must be reviewed and approved by the City Engineer prior to the issuance of any permits.
- t. All remaining Area Improvement District No. 33 assessments related to properties within the exterior boundary of the parcel map shall be paid in full prior to the approval of the record map.
- u. The project must be designed to minimize pollution or contamination of stormwater runoff from the site in accordance with Provision C.3 of the Municipal Regional

Stormwater NPDES Permit (MRP), Order R2-2009-0074, revised November 28, 2011, issued to the City of Newark by the Regional Water Quality Control Board, San Francisco Bay Region. Examples of control measures include, but are not limited to: no uncovered trash enclosures or storage of products and materials; minimization of impervious surfaces; routing of pavement and roof runoff through biotreatment areas or landscaped areas used for vehicle parking, installation of vegetated or turfed areas around storm water inlets, and other Best Management Practices to address the requirements of the NPDES Municipal Regional Stormwater Permit issued to the City of Newark by the Regional Water Quality Control Board. The stormwater treatment design shall be completed by licensed civil engineer with sufficient experience with storm water quality analysis and design. The use of treatment controls for runoff requires the submittal of a Stormwater Treatment Maintenance Agreement prior to the issuance of any Certificates of Occupancy.

- v. Prior to the issuance of a building permit for this project, the developer shall submit a Stormwater Quality Plan for review and approval of the City Engineer. The plan shall include sufficient details to show how storm water quality will be protected during both: (1) the construction phase of the project and (2) the post-construction, operational phase of the project. The construction phase plan shall include Best Management Practices from the California Stormwater Quality Association's Best Management Practices Handbook for Construction. The specific storm water pollution prevention measures to be maintained by the contractor shall be printed on the plans. The operational phase plan shall include Best Management Practices appropriate to the uses conducted on the site to effectively prohibit the entry of pollutants into storm water runoff from this site including, but not limited to, trash and litter control, pavement sweeping, periodic storm water inlet cleaning, landscape controls for fertilizer and pesticide applications, labeling of storm water inlets with the permanent thermoplastic stencil with the wording "No Dumping – Drains to Bay," and other applicable practices.
- w. The developer shall submit a grading and drainage plan for review and approval by the City Engineer. This plan must be based upon a City benchmark and needs to include pad and finish floor elevations of the proposed structure, proposed on-site property grades, proposed elevations at property lines, and sufficient elevations on all adjacent properties to show existing and proposed drainage patterns. All pavement shall drain at a minimum of one percent. The developer shall ensure that all upstream drainage is not blocked and that no ponding is created by this development. Any construction necessary to ensure this shall be the developer's responsibility.
- x. Where a grade differential of more than a 1-foot is created along the boundary lot lines between the proposed development and adjacent property, the developer shall install a masonry retaining wall unless a slope easement is approved by the City Engineer. Said retaining wall shall be subject to review and approval of the City Engineer. A sub-drain system shall be installed with the retaining wall to ensure no migration of stormwater or excess landscape irrigation onto lower-lying adjoining properties. The system shall be connected to the Sunset Avenue point of discharge.

- y. Prior to the issuance of any building permits for the properties within the exterior boundary of the project, fence details shall be submitted for the review and approval of the Community Development Director and the City Engineer. Fencing along the entire perimeter of the site shall be provided and shall be coordinated with each of the adjoining property owners prior to the design review of any proposed single family dwellings. New fencing shall be similar to or of higher quality than existing fencing and all damaged sections shall be replaced. Side and rear yard fences shall be at least 6 feet high as measured from the developer's highest finish grade. Fencing shall enclose the rear yard and a portion of the interior side yard for each parcel. The developer shall install the approved wood fences prior to the final inspection and utility release of each parcel's dwelling unit. Prior to the issuance of any construction permits, all fencing shall be coordinated with the adjoining property owners.
- z. Prior to issuance of a Certificate of Occupancy or release of utilities for any building, common vehicle access ways and parking facilities serving said building shall be paved in accordance with the recommendation of a licensed engineer based on a Traffic Index of 4.0.
- aa. Prior to issuance of a building permit, the developer's engineer shall submit a pavement maintenance program for the drive aisles and parking areas for the review and approval of the City Engineer. The developer shall follow the maintenance program at the City Engineer's direction.
- bb. Prior to issuance of a Certificate of Occupancy or release of utilities for each dwelling unit, the on-site drive aisles and uncovered parking facilities shall be installed and striped as shown on the approved site plan. All on-site uncovered parking facilities and drive aisles shall be drained at a minimum slope of 1.0% for asphalt surfaces and 0.3% for Portland cement concrete surfaces.
- cc. All utilities including, but not limited to, electric, telephone and cable television services shall be provided underground for the proposed residences in the development from the Sunset Avenue street frontage in accordance with the City of Newark Subdivision Standards.
- dd. Any proposed utility connections and/or underground work within structurally sound street pavement must be bored or jacked. Open street cuts will not be permitted on Sunset Avenue without approval by the City Engineer.
- ee. Prior to the issuance of a building permit, the developer shall obtain public utility easements over adjoining properties and obtain approvals by the respective utility agency.
- ff. Prior to the issuance of a Certificate of Occupancy for any proposed improvements, any and all damage to public and private improvements as a result of construction activity associated with this project shall be repaired to the satisfaction of the City Engineer.

- gg. As part of the grading operations, the developer shall ensure that the site is watered on a sufficiently frequent basis to control dust as directed by the City Engineer. The developer shall ensure that a water vehicle for dust control operations is kept readily available at all times during construction at the City Engineer's direction. A pick-up or vacuum type street sweeper shall be available at all times at the direction of the City Engineer to remove tracked dirt or debris from adjacent streets.

Landscape-Parks Division

- hh. The property owner(s) shall enter into a Landscape Maintenance Agreement to ensure the perpetual maintenance of all landscaping along the property frontage and on the project site. This agreement shall run with the land and be binding upon all future owners or assigns.
- ii. The property owner shall retain a licensed landscape architect to prepare working drawings for landscape plans in accordance to with City of Newark requirements and the latest version of the State of California Model Water Efficient Landscape Ordinance. The associated Landscape Documentation Package must be approved by the City Engineer prior to the issuance of a building permit.
- jj. The developer shall implement Bay Friendly Landscaping Practices in accordance with Newark Municipal Code, Chapter 15.44.080. Prior to the issuance of a building permit, the developer shall provide sufficient information to detail the environmentally-conscious landscape practices to be used on the project.
- kk. The plant species identified for any proposed landscape-based stormwater treatment measures are subject to final approval of the City Engineer.
- ll. Prior to installation by the developer, plant species, location, container size, quality, and quantity of all landscaping plants and materials shall be reviewed and approved by the City Engineer. All plant replacements shall be to an equal or better standard than originally approved subject to approval by the City Engineer.
- mm. Prior to the release of utilities or issuance of any Certificate of Occupancy, all landscaping and irrigation systems shall be completed or guaranteed by a cash deposit deposited with the City in an amount to cover the remainder of the work.
- nn. Prior to issuance of Certificate of Occupancy or release of utilities, the developer shall guarantee all trees for a period of 6 months and all other plantings and landscape for 60 days after completion thereof. The developer shall insure that the landscape shall be installed properly and maintained to follow standard horticultural practices. All plant replacements shall be to an equal or better standard than originally approved subject to approval of the City Engineer.

- oo. Landscaping adjacent to the public right-of-way must conform to the City's visibility requirements in accordance with Newark Municipal Code, Chapter 10.36.

Building Division

- pp. Construction for this project, including site work and all structures, can occur only between the 4 hours of 8:00 A.M. and 6:00 P.M., Monday through Friday. The applicant may make a written request to the Building Official for extending working hours and/or days. In granting or denying any request, the Building Official will take into consideration the nature of the construction activity which would occur during extended work hours/days, the time duration of the request, the proximity to residential neighborhoods and input by the affected neighbors. All approvals will be done so in writing.

General

- qq. All proposed changes from approved exhibits shall be submitted to the Community Development Director who shall decide if they warrant Planning Commission and City Council review and, if so decided, said changes shall be submitted for the Commission's and Council's review and decision. The developer shall pay the prevailing fee for each additional separate submittal of development exhibits requiring Planning Commission and/or City Council review and approval.
- rr. If any condition of this planned unit development and conditional use permit be declared invalid or unenforceable by a court of competent jurisdiction, this planned unit development and conditional use permit shall terminate and be of no force and effect, at the election of the City Council on motion.
- ss. This amendment planned unit development and conditional use permit shall be given a public hearing before the City Council for the Council's review and approval.
- tt. The developer hereby agrees to defend, indemnify, and save harmless the City of Newark, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions, liability, loss, damage, expense, cost (including, without limitation, attorneys' fees, costs and fees of litigation) of every nature, kind or description, which may be brought by a third party against, or suffered or sustained by, the City of Newark, its Council, boards, commissions, officers, employees or agents to challenge or void the permit granted herein or any California Environmental Quality Act determinations related thereto.
- uu. The Conditions of Project Approval set forth herein may include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and other exactions. The developer is hereby further notified that the 90-day approval period in

which the developer may protest these fees, dedications, reservations and other exactions, pursuant to Government Code Section 66020(a), has begun. If the developer fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the developer will be legally barred from later challenging such exactions.

The Commission makes the findings prescribed in Newark Municipal Code Sections 17.40.050 and 17.72.070, and directs a Notice of Decision be mailed to the applicant and filed with the City Clerk who shall present said Notice to the City Council pursuant to Newark Municipal Code Section 17.72.080.

This Resolution was introduced at the Planning Commission's February 23, 2016 meeting by Commissioner Fitts, seconded by Commissioner Bridges, and passed as follows:

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

NOES: None.

ABSENT: None.

s/Terrence Grindall  
TERRENCE GRINDALL, Secretary

s/Jeff Aguilar  
JEFF AGUILAR, Chairperson

**E.2 Public Hearing, per the Tax and Equity Fiscal Responsibility Act, to consider the issuance of revenue bonds by the California Municipal Finance Authority (CMFA), for and on behalf of USA Properties Fund Inc., in an amount not to exceed \$17,000,000, for a 75 unit multi-family, rental housing facility located at 37433 Willow Street; and authorizing the execution of a Joint Exercise of Powers Agreement relating to the CMFA – from Assistant City Manager Grindall.**  
**(RESOLUTION)**

**Background/Discussion** – In 2014, the City Council approved Resolution No. 10193 providing for 75 affordable housing units as part of the SHH Project within the Dumbarton Transit Oriented Development. The housing, now entitled Newark Station Senior Apartments, will be located at 37433 Willow Street. USA Properties Fund, Inc. the owner and operator of the facilities has requested that the City Council conduct a Tax and Equity Fiscal Responsibility Act Hearing, execute a Joint Powers Agreement with the California Municipal Finance Authority (Authority), and approve the issuance of revenue bonds by the Authority.

USA Properties Fund, Inc. has requested that the California Municipal Finance Authority (CMFA) serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed \$17,000,000 of tax-exempt revenue bonds. The proceeds of the Bonds will be used for the acquisition, construction, improvement, and equipping of a 75-unit multifamily rental housing facility (the “Project”) to be owned and operated by the borrower and located at 37433 Willow Street.

The California Municipal Finance Authority (CMFA) was created in 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. The CMFA assists local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. To date, over 200 municipalities have become members of CMFA.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Newark must conduct a Tax and Equity Fiscal Responsibility Act Hearing (the “TEFRA Hearing”) providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project.

**Execution of the Joint Exercise of Powers Agreement**

In order for the CMFA to have the authority to serve as the issuer of the bonds for the Project, it is necessary for the City of Newark to become a member of the CMFA. Attached to this report is a copy of the Joint Exercise of Powers Agreement to be executed by the City Manager.

The Joint Exercise of Powers Agreement provides that the CMFA is a public entity, separate and apart from each member executing such agreement. The debts, liabilities and obligations of the CMFA do not constitute debts, liabilities or obligations of the members executing such agreement.

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, liability, or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by the Borrower.

There are no costs associated with membership in the CMFA and the City, by the terms of the JPA, will not be exposed to any financial liability by reason of its membership in the CMFA. In addition, participation by the City in the CMFA will not impact the City's appropriations limits and will not constitute any type of indebtedness by the City. Outside of holding the TEFRA hearing, adopting the required resolution and executing the Joint Exercise of Powers Agreement of the CMFA, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

The Joint Exercise of Powers Agreement expressly provides that any member may withdraw from such agreement upon written notice to the Board of Directors of the CMFA. The City following its execution of the Joint Exercise of Powers Agreement, could, at any time following the issuance of the Bonds, withdraw from the CMFA by providing written notice to the Board of Directors.

### **Fiscal Impact**

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Newark, it is expected that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. The funds may be used for any lawful purpose of the City. The Borrower will be the beneficiary of the CMFA's charitable donation through a 25% reduction in issuance fees.

### **Summary**

In light of the foregoing, and in order to support affordable housing, staff recommends that the City conduct the TEFRA Hearing, execute the Joint Exercise of Powers Agreement of the CMFA, and adopt the resolution in favor of the issuance of the Bonds by the CMFA.

### **Attachment**

**Action** - It is recommended that after the close of the TEFRA Hearing, the City Council, by resolution, authorize and direct the execution of a Joint Exercise of Powers Agreement relating to the California Municipal Finance Authority and approving the issuance of revenue bonds by the Authority for the purpose of financing or refinancing the acquisition, construction improving and equipping of certain facilities at 37433 Willow Street for the benefit of USA Properties Fund, Inc., or an affiliate thereof.

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK  
AUTHORIZING AND DIRECTING EXECUTION OF A JOINT  
EXERCISE OF POWERS AGREEMENT RELATING TO THE  
CALIFORNIA MUNICIPAL FINANCE AUTHORITY AND APPROVING  
THE ISSUANCE OF REVENUE BONDS BY THE AUTHORITY FOR  
THE PURPOSE OF FINANCING OR REFINANCING THE  
ACQUISITION, CONSTRUCTION IMPROVING AND EQUIPPING OF  
CERTAIN FACILITIES AT 37433 WILLOW STREET FOR THE  
BENEFIT OF USA PROPERTIES FUND, INC. OR AN AFFILIATE  
THEREOF**

**WHEREAS**, pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), certain public agencies (the "Members") have entered into a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement") in order to form the California Municipal Finance Authority (the "Authority"), for the purpose of promoting economic, cultural and community development, and in order to exercise any powers common to the Members, including the issuance of bonds, notes or other evidences of indebtedness; and

**WHEREAS**, the City of Newark, California (the "City"), has determined that it is in the public interest and for the public benefit that the City become a Member of the Authority in order to facilitate the promotion of economic, cultural and community development activities in the City, including the financing of projects therefor by the Authority; and

**WHEREAS**, the Authority is authorized to issue and sell revenue bonds for the purpose, among others, of financing or refinancing the construction of capital projects; and

**WHEREAS**, USA Properties Fund, Inc., an affiliate thereof or a partnership or other entity created thereby (the "Borrower") has requested that the Authority issue and sell revenue bonds in the maximum principal amount of \$17,000,000 (the "Bonds") for the acquisition, construction, improvement and equipping of a 75-unit multifamily rental housing facility (the "Project") to be owned and operated by the Borrower and located at 37433 Willow Street in the City; and

**WHEREAS**, in order for the interest on the Bonds to be tax-exempt, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that an "applicable elected representative" of the governmental unit, the geographic jurisdiction of which contains the site of facilities to be financed with the proceeds of the Bonds, hold a public hearing on the issuance of the Bonds and approve the issuance of the Bonds following such hearing; and

**WHEREAS**, the Authority has determined that the City Council is an "applicable elected representative" for purposes of holding such hearing; and

**WHEREAS**, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirement of Section 147(f) of the Code and, the requirements of Section 4 of the Agreement; and

**WHEREAS**, notice of such public hearing has been duly given as required by the Code, and this City Council has heretofore held such public hearing at which all interested persons were given an opportunity to be heard on all matters relative to the financing or refinancing of the Project and the Authority's issuance of the Bonds therefor; and

**WHEREAS**, it is in the public interest and for the public benefit that the City Council approve the issuance of the Bonds by the Authority for the aforesaid purposes;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, AS FOLLOWS:**

Section 1. The foregoing recitals are true and correct.

Section 2. The Agreement is hereby approved and the City Manager or the designee thereof is hereby authorized and directed to execute said document, and the City Clerk or such Clerk's designee is hereby authorized and directed to attest thereto.

Section 3. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds (a) by the "applicable elected representative" of the governmental unit having jurisdiction over the area in which the Project is to be located in accordance with Section 147(f) of the Code and (b) by the City Council in accordance with Section 4 of the Agreement.

Section 4. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 5. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 6. The City Manager, the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 7. The City Clerk shall forward a certified copy of this Resolution and an originally executed Agreement to the Authority in care of its counsel:

Ronald E. Lee, Esq.  
Jones Hall, APLC  
475 Sansome Street, Suite 1700  
San Francisco, CA 94111

Section 8. This resolution shall take effect immediately upon its passage.

**JOINT EXERCISE OF POWERS AGREEMENT  
RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY**

THIS AGREEMENT, dated as of January 1, 2004, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the "Members" and those parties initially executing this Agreement are referred to as the "Initial Members"):

**WITNESSETH**

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a "public agency" as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, including leases or installment sale agreements or certificates of participation therein (herein "Bonds"), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members; and

WHEREAS, by this Agreement, each Member desires to create and establish the “California Municipal Finance Authority” for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

**Section 1. Purpose.**

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

**Section 2. Term.**

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority’s debts, liabilities and obligations.

**Section 3. Authority.**

**A. CREATION AND POWERS OF AUTHORITY.**

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the “California Municipal Finance Authority” (the “Authority”), and said Authority shall be a public entity separate and apart from the Members. Its

debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

**B. BOARD.**

The Authority shall be administered by the Board of Directors (the "Board," or the "Directors" and each a "Director") of the California Foundation for Stronger Communities, a nonprofit public benefit corporation organized under the laws of the State of California (the "Foundation"), with each such Director serving in his or her individual capacity as a Director of the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein. The number of Directors, the appointment of Directors, alternates and successors, their respective terms of office, and all other provisions relating to the qualification and office of the Directors shall be as provided in the Articles and Bylaws of the Foundation, or by resolution of the Board adopted in accordance with the Bylaws of the Foundation.

All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

The Foundation may be removed as administering agent hereunder and replaced at any time by amendment of this Agreement approved as provided in Section 16; provided that a successor administering agent of this Agreement has been appointed and accepted its duties and responsibilities under this Agreement.

**C. OFFICERS; DUTIES; OFFICIAL BONDS.**

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, and except as may otherwise be

specified by resolution of the Board, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than \$1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

#### D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required.

**Section 4. Powers.**

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations (e.g., the Members or the Foundation) to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in

connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

**Section 5. Fiscal Year.**

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2004.

**Section 6. Disposition of Assets.**

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

**Section 7. Bonds.**

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

**Section 8. Bonds Only Limited and Special Obligations of Authority.**

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the

principal of, premium, if any, or interest on the Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

### **Section 9. Accounts and Reports.**

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

**Section 10. Funds.**

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

**Section 11. Notices.**

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

**Section 12. Additional Members/Withdrawal of Members.**

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

**Section 13. Indemnification.**

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee of other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

**Section 14. Contributions and Advances.**

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and nonprofit organizations (e.g., the Foundation) to accomplish any of the governmental unit's or nonprofit organization's purposes.

**Section 15. Immunities.**

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

**Section 16. Amendments.**

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Authority shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

**Section 17. Effectiveness.**

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof.

**Section 18. Partial Invalidity.**

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

**Section 19. Successors.**

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

**Section 20. Miscellaneous.**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the City of Newark has caused this Agreement to be executed and attested by its duly authorized representatives as of the \_\_\_ day of \_\_\_\_\_, 2016.

Member:

CITY OF NEWARK

By \_\_\_\_\_

Name:

Title:

ATTEST:

By \_\_\_\_\_

Name:

Title:

**F.1 Introduction of an ordinance amending the Newark Municipal Code by repealing Chapter 2.20 Redevelopment Agency – from City Clerk Harrington. (ORDINANCE)**

**Background/Discussion** – In 1975, the City Council established a Redevelopment Agency to prepare and implement plans for improvement, rehabilitation, and development of certain areas within the city. In June of 2011, the California State Legislature approved and the Governor signed Assembly Bill 1X26 which dissolved all redevelopment agencies in the State of California. There was a legal challenge and the California Supreme Court upheld AB 1X26.

All Redevelopment Agencies in the State of California were disbanded, and no longer exist as public bodies. Successor Agencies were formed and given the authority, rights, duties, and obligations formerly held by the Redevelopment Agency. The purpose of the Successor Agency is to make payments on the former Redevelopment Agency enforceable obligations and close the efforts of the former Redevelopment Agency. The only obligation remaining from the dissolution of the Newark Redevelopment Agency is the loan from the City to the Newark Redevelopment Agency. Newark’s Successor Agency was formed on January 12, 2012. The Successor Agency has been requesting and receiving repayments on the loan per the Health and Safety Code requirements.

As a result of these actions, it is no longer necessary to include the Redevelopment Agency in the Newark Municipal Code.

**Attachment**

**Action** - It is recommended that the City Council, by ordinance, amend the Newark Municipal Code by repealing Chapter 2.20 Redevelopment Agency.

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
NEWARK AMENDING THE NEWARK MUNICIPAL CODE BY  
REPEALING CHAPTER 2.20 REDEVELOPMENT AGENCY

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

WHEREAS, the city established a Redevelopment Agency in 1975, as set forth in Chapter 2.20 of the Newark Municipal Code; and

WHEREAS, in June 2011 the California State Legislature approved and the Governor signed Assembly Bill 1X26 which dissolved all redevelopment agencies in the state. On December 29, 2011, the California Supreme Court issued its ruling in the legal challenge, and upheld AB 1X26; and

WHEREAS, on January 12, 2012, the Newark City Council elected to serve as the Successor Agency to the Agency for the winding up of the Redevelopment Agency's obligations and affairs; and

WHEREAS, there is no longer a need for the Redevelopment Agency.

NOW, THEREFORE, the City Council of the City of Newark does ordain as follows:

Section 1. Chapter 2.20, Redevelopment Agency, consisting of Sections 2.20.010 through 2.20.040, of the Newark Municipal Code is repealed in its entirety.

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

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

## Chapter 2.20

### REDEVELOPMENT AGENCY

**Sections:**

- |                 |                                    |
|-----------------|------------------------------------|
| <b>2.20.010</b> | <b>Declaration of need.</b>        |
| <b>2.20.020</b> | <b>City council deemed agency.</b> |
| <b>2.20.030</b> | <b>Statutory authority.</b>        |
| <b>2.20.040</b> | <b>Title designated.</b>           |

**2.20.010 Declaration of need.**

The city council declares that there is a need for a redevelopment agency to function in the city. (Ord. 140 § 1, 1975)

**2.20.020 City council deemed agency.**

The city council declares itself to be the redevelopment agency with all the rights, duties, powers, privileges and immunities of such agency, as provided by the Community Redevelopment Law of the state, vested in the city council. (Ord. 140 § 2, 1975)

**2.20.030 Statutory authority.**

These declarations are made in accordance with the provisions of the Community Redevelopment Law of the state. (Ord. 140 § 3, 1975)

**2.20.040 Title designated.**

The redevelopment agency created in the city by the terms of the Community Redevelopment Law is designated the "Newark redevelopment agency." (Ord. 140 § 4, 1975)



City of Newark

MEMO

**DATE:** March 15, 2016  
**TO:** City Council  
**FROM:** Sheila Harrington, City Clerk *S.H.*  
**SUBJECT:** Approval of Audited Demands for the City Council Meeting of March 24, 2016.

**REGISTER OF AUDITED DEMANDS**

Bank of America General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
March 04, 2016	Page 1	107247 to 107291	Inclusive
March 11, 2016	Page 1-2	107292 to 107348	Inclusive
March 15, 2016	Page 1	107349	Inclusive



**City of Newark**

**MEMO**

**DATE:** March 15, 2016

**TO:** Sheila Harrington, City Clerk

**FROM:** Susie Woodstock, Administrative Services Director *SW*

**SUBJECT:** Approval of Audited Demands for the City Council Meeting of March 24, 2016.

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

1

Final Disbursement List. Check Date 03/04/16, Due Date 03/14/16, Discount Date 03/14/16. Computer Checks.

Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
107247	10658	4LEAF INC	03/04/16	3,080.70	BLDG INSPECTION SERVICES
107248	7922	AARP ATTN ANNETTE PAREDES	03/04/16	100.00	AARP MATURE DRIVING COURSE
107249	149	ABAG PLAN CORPORATION	03/04/16	189.00	DEDUCTIBLE COSTS (PROPERTY/LIABILITY) FO
107250	284	INFORMATION TECHNOLOGY DEPARTMENT ATTN:	03/04/16	2,856.36	AWS ACCESS FEES
107251	5821	ALL CITY MANAGEMENT SERVICES, INC	03/04/16	2,950.61	CROSSING GUARD SVCS
107252	12	ALLIED AUTO STORES INC	03/04/16	279.42	AUTO PARTS
107253	8137	BAVCO BACKFLOW APPARATUS & VALVE CO	03/04/16	616.59	FY15-16 BACKFLOW SUPPLIES
107254	4534	BAY AREA BARRICADE SERVICE INC	03/04/16	2,090.95	STREET NAME SIGNS
107255	11002	JENNIFER BLOOM	03/04/16	1,149.07	EXPENSE REIMBURSEMENT
107256	10060	COMCAST	03/04/16	238.46	CABLE TV
107257	10793	DIJIANG WAN	03/04/16	30.00	CLASS CANCELLATION REFUND
107258	10793	CATHERINE E CECIL-HUNTER	03/04/16	83.00	CLASS REFUND
107259	11081	DIVISION OF THE STATE ARCHITECT CASp CER	03/04/16	250.00	ACCESSIBILITY TRAINING FOR GEORGE EMMETT
107260	10725	MICHAEL TAYLOR	03/04/16	1,053.65	EE COMPUTER LOAN
107261	11343	ENVIRONMENTAL LOGISTICS, INC.	03/04/16	2,800.00	HAZARDOUS MATERIAL CLEAN UP
107262	522	FEDEX	03/04/16	19.54	PACKAGE DELIVERY
107263	1733	FIRST BAPTIST CHURCH	03/04/16	80.00	DONATION
107264	1120	FORENSIC ANALYTICAL SCIENCES, INC	03/04/16	687.00	LAB TESTS
107265	234	FREMONT ALARM C/O JOE TRIMBLE	03/04/16	271.15	FY15-16 ALARM SERVICE
107266	5106	CITY OF FREMONT FINANCIAL SERVICES OFFIC	03/04/16	6,960.02	UB AVOID THE 21 GRANT EXPS
107267	11112	FREMONT DEL GRANDE INC	03/04/16	109,305.06	DEALERSHIP INCENTIVES
107268	10035	TERRENCE GRINDALL	03/04/16	2,325.00	REGISTRATION REIMBURSEMENT
107269	2540	DEOL OIL JARVIS SHELL	03/04/16	642.61	VEH CLEANING & GAS
107270	11358	LARA GARNER	03/04/16	390.00	ENTERTAINMENT FOR SR CTR 3/15/16
107271	7697	THE LIFEGUARD STORE INC	03/04/16	1,109.20	STAFF UNIFORMS AND POOL EQUIPMENT
107272	599	LLOYD F MCKINNEY ASSOCIATES INC	03/04/16	506.10	UB REPAIR BACK GATE TOGGLE SWITCH
107273	11357	MISSION UNIFORM SERVICE	03/04/16	4,423.80	TOWELS/MATS/UNIFORM CLEANING
107274	1738	NEWARK BETTERMENT CORPORATION	03/04/16	100.00	2016 MAYORS CONFERENCE REIMB
107275	10961	BRETT OEVERNDIEK	03/04/16	18.69	EXPENSE REIMBURSEMENT
107276	349	PACIFIC GAS & ELECTRIC	03/04/16	2,006.49	FY15-16 STREET/TRAFFIC LIGHT ENERGY COST
107277	10729	PETTY CASH CUSTODIAN-POLICE BEVERLY RYAN	03/04/16	723.12	PETTY CASH REIMBURSEMENT
107278	4176	MICHAEL QUEBEC	03/04/16	838.50	RECREATION CONTRACT
107279	10864	JEFF REVAY	03/04/16	5,056.65	CHECK REIMBURSEMENT
107280	11074	RUTAN & TUCKER LLP	03/04/16	429.00	LITIGATION SERVICES
107281	11255	SAFARILAND LLC	03/04/16	317.62	UB REPAIR TACTICAL HEADSETS FOR SWAT
107282	654	SFPUC-WATER DEPARTMENT CUSTOMER SERVICE	03/04/16	2,947.13	FY15-16 HETCH HETCHY RENT
107283	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	03/04/16	170.00	WEB HOSTING, SPAM FILTERING & SECURITY S
107284	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	03/04/16	440.00	PAYROLL DEDUCTION - GARNISHMENT
107285	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	03/04/16	150.00	PAYROLL DEDUCTION - GARNISHMENT
107286	2778	STATE OF CALIFORNIA FRANCHISE TAX BOARD	03/04/16	150.00	PAYROLL DEDUCTION - GARNISHMENT
107287	9476	SYSERCO INC	03/04/16	896.75	GEORGE SILLMAN AQUATIC CENTER
107288	5463	MARY TEIXEIRA	03/04/16	9.18	EXPENSE REIMBURSEMENT
107289	688	UNION SANITARY DISTRICT ATTENTION ACCOUN	03/04/16	257.80	POSSIBLE SINK HOLE OVER LINE
107290	10484	MATTHEW WARREN	03/04/16	516.31	POST TRAINING
107291	9102	SUSIE WOODSTOCK	03/04/16	60.00	REIMBURSEMENT
Total				159,574.53	

1

Final Disbursement List. Check Date 03/11/16, Due Date 03/21/16, Discount Date 03/21/16. Computer Checks.

Bank 1001 BANK OF AMERICA

MICK Check#	Vendor Number	Payee	Check Date	Check Amount	Description
107292	10658	4LEAF INC	03/11/16	11,520.00	BLDG INSPECTION SERVICES FOR JAN 2016
107293	332	ADAMSON POLICE PRODUCTS PROFESSIONAL POL	03/11/16	136.89	UB SWAT CHEMICAL AGENTS
107294	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	03/11/16	1,820.12	PAYROLL - SHORT TERM DISABILITY PREM
107295	11266	ALECKA PAVING INC	03/11/16	3,949.00	CEMENT WORK
107296	11362	ANNETTE PAREDES	03/11/16	28.90	EXPENSE REIMBURSEMENT
107297	348	AT&T	03/11/16	130.07	ANNUAL TELECOM FY2015-16
107298	7275	PETER BEIREIS	03/11/16	112.11	EXPENSE REIMBURSEMENT
107299	1513	BURTON'S FIRE INC	03/11/16	1,079.20	WINDSHIELD REPAIR
107300	214	CENTRAL VETERINARY HOSPITAL	03/11/16	265.87	K9 VET SVCS
107301	3751	BRYAN COBB	03/11/16	106.89	EXPENSE REIMBURSEMENT
107302	10060	COMCAST	03/11/16	89.88	FY15-16 CABLE AT SERVICE CENTER
107303	11032	CUBE SOLUTIONS	03/11/16	415.45	ERGONOMIC EQUIPMENT
107304	10649	SOLARCITY MILPITAS ATTN: VANESSA RANGER	03/11/16	193.60	BUILDING PERMIT# ELEC2015-0088 CANCELLED
107305	10649	EULALIO JAUREGUI	03/11/16	1,000.00	PERFORMANCE BOND RTN EP# 2015-068
107306	10649	DIANA GOBRIGHT	03/11/16	1,000.00	PERFORMANCE BOND RTN EP# 2015-064
107307	10649	ERIK G. HUNTZICKER	03/11/16	1,000.00	PERFORMANCE BOND RTN EP# 2015-018
107308	10649	SEARS HOME IMPROVEMENT PRODUCTS	03/11/16	194.40	BUILDING PERMIT REFUND - 80%
107309	10649	CORTEL, INC. ATTN: DEREK TURNER	03/11/16	81.60	BUILDING PERMIT# ELEC2016-0042 REFUND 80
107310	10793	NAHUIKETZALI GONZALEZ	03/11/16	300.00	RENTAL DEPOSIT REFUND
107311	10793	ANUSHA SINGH	03/11/16	100.00	RENTAL DEPOSIT RETURN
107312	7631	DELTA DENTAL	03/11/16	7,098.41	PAYROLL - DENTAL PREMIUM
107313	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	03/11/16	443.06	PAYROLL - DENTAL PREMIUM
107314	10725	VERONICA WORTHAM	03/11/16	2,900.00	EE COMPUTER LOAN PROGRAM
107315	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	03/11/16	634.28	VISION PREMIUM
107316	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: P	03/11/16	195.81	ROOF RAIL MOLDINGS
107317	2215	FREMONT WHEEL & BRAKE	03/11/16	80.00	FY15-16 ALIGNMENTS
107318	11157	JASON GERMANO	03/11/16	200.00	RESERVE UNIF ALLOWANCE
107319	10707	GYM DOCTORS	03/11/16	176.28	FITNESS EQUIPMENT MAINT
107320	1591	PHILIP H HOLLAND	03/11/16	200.00	RESERVE UNIF ALLOWANCE
107321	7593	BRUCE HOWCROFT	03/11/16	200.00	RESERVE UNIF ALLOWANCE
107322	10192	SITEONE LANDSCAPE SUPPLY	03/11/16	285.32	FY15-16 IRRIGATION SUPPLIES
107323	6690	KELLY-MOORE PAINT COMPANY, INC.	03/11/16	282.84	PAINT FOR THE POLICE DEPARTMENT
107324	10486	SHAKATI KHALSA	03/11/16	389.00	RECREATION CONTRACT
107325	1452	MISA LEAL	03/11/16	96.37	EXPENSE REIMBURSEMENT
107326	3644	RELX INC. DBA LEXISNEXIS	03/11/16	176.00	ONLINE LEGAL RESEARCH SUBSCRIPTION
107327	7189	LINCOLN EQUIPMENT INC	03/11/16	619.52	POOL CHEMICALS AND EQUIPMENT
107328	11246	LOOMIS ARMORED	03/11/16	924.17	ARMORED CAR SERVICE
107329	11359	LUCIR SCHLICKMANN	03/11/16	38.90	EXPENSE REIMBURSEMENT
107330	11271	MASAKOS MUSIC STUDIO MASAKO YAMAMOTO	03/11/16	1,495.80	RECREATION CONTRACT
107331	7618	METLIFE SBC	03/11/16	1,713.11	PAYROLL - LONG TERM DISABILITY PREM
107332	11360	MIKE DAVIS LANDSCAPE SERVICES	03/11/16	20,321.50	PARK & LANDSCAPE MAINTENANCE SERVICES PR
107333	11357	MISSION UNIFORM SERVICE	03/11/16	1,423.19	UNIFORMS/MATS/TOWELS
107334	6	KAREN MORAIDA	03/11/16	20.68	EXPENSE REIMBURSEMENT
107335	10947	NET TRANSCRIPTS	03/11/16	322.53	TRANSCRIPTION SVCS
107336	11272	NICHOLAS CUEVAS	03/11/16	50.67	EXPENSE REIMBURSEMENT
107337	2027	PACHECO BROTHERS GARDENING, INC.	03/11/16	4,994.00	MEDIAN MAINTENANCE ON THORNTON AVE
107338	349	PACIFIC GAS & ELECTRIC	03/11/16	105.15	FY15-16 STREET/TRAFFIC LIGHT ENERGY COST
107339	8813	PROFORCE LAW ENFORCEMENT	03/11/16	2,861.55	2014 JAG GRANT
107340	11297	SOFT RESOURCES LLC	03/11/16	13,600.00	FINANCE SOFTWARE EVALUATION
107341	6797	US BANK CORPORATE PAYMENT	03/11/16	17,051.84	US BANK STATMENT 12/22/15
107342	1161	THE UNITED STATES CONFERENCE OF MAYORS	03/11/16	3,489.00	DUES

Final Disbursement List. Check Date 03/11/16, Due Date 03/21/16, Discount Date 03/21/16. Computer Checks.

Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
107343	363	UNITED STATES POSTMASTER	03/11/16	3,250.00	SUMMER GUIDE POSTAGE
107344	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	03/11/16	312.04	PAYROLL PREMIUMS E0246926
107345	10998	GARY M SHELDON VBS SERVICES	03/11/16	250.00	BLOOD WITHDRAWAL SVC
107346	5623	VERIZON WIRELESS	03/11/16	3,751.55	ANNUAL CELLULAR EQUIPMENT AND SERVICE FY
107347	338	VSS INTERNATIONAL, INC	03/11/16	16,882.03	RETENTION PAYMENT FOR 2015 PROJECT 1094
107348	339	WASHINGTON HOSPITAL GENERAL ACCOUNTING	03/11/16	1,075.00	VICTIM MEDICAL EXAMS
Total				131,433.58	

Final Disbursement List. Check Date 03/11/16, Due Date 03/21/16, Discount Date 03/21/16. Computer Checks.  
Bank 1001 BANK OF AMERICA

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
107349	40	STAPLES ADVANTAGE DEPT LA	03/11/16	2,216.97	OFFICE SUPPLIES
		Total		2,216.97	

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

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