AGENDA  Thursday, October 11, 2018

A. ROLL CALL

B. MINUTES
   B.1 Approval of Minutes of the City Council meeting of September 27, 2018.  (MOTION)

C. PRESENTATIONS AND PROCLAMATIONS
   C.1 Proclaiming October as National Domestic Violence Awareness Month.  (PROCLAMATION)
   C.2 Presentation on the Newark Library.  (PRESENTATION)

D. WRITTEN COMMUNICATIONS

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

F. CITY MANAGER REPORT

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

CONSENT

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

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

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

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

Approval of Audited Demands. (MOTION)

M. CLOSED SESSION

N. ADJOURNMENT

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

For those persons requiring hearing assistance, please make your request to the City Clerk two days prior to the meeting.
Welcome to the Newark City Council meeting. The following information will help you understand the City Council Agenda and what occurs during a City Council meeting. Your participation in your City government is encouraged, and we hope this information will enable you to become more involved. The Order of Business for Council meetings is as follows:

A. ROLL CALL  
B. MINUTES  
C. PRESENTATIONS AND PROCLAMATIONS  
D. WRITTEN COMMUNICATIONS  
E. PUBLIC HEARINGS  
F. CITY MANAGER REPORTS  
G. CITY ATTORNEY REPORTS  
H. ECONOMIC DEVELOPMENT CORPORATION

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 ORDNANCE appear in parenthesis at the end of the item. If one of these words does not appear, the item is an informational item.

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

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

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

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

B. MINUTES

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

MOTION APPROVED

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

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Introduction of employees.

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

C.2 Presentation on Urban Shield.

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

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORT

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

CONSENT

F.1 Second reading and adoption of an Ordinance repealing and replacing Chapter 2.09 of the Newark Municipal Code (“City Councilmembers—Salaries”) to increase the salaries of City Councilmembers and Mayor by ten percent (10%) and to increase the health and welfare benefits of City Councilmembers and Mayor to be equivalent with benefits offered to City employees under the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group. ORDINANCE NO. 507

F.2 Amendment to the Conflict of Interest Code for Nonelected Officials and Designated Employees. RESOLUTION NO. 10844

F.3 Authorization for the purchase of a replacement speed trailer with license plate recognition features, and declaration of PIPS Technology, a subsidiary of Neology, as the single source vendor. RESOLUTION NO. 10845

NONCONSENT

F.4 Approval of the Final Map, Subdivision Improvement Agreement, and waiver to allow up to ten percent relief of required setbacks for Tract 8418 – Sanctuary Village 2 (Arroyo Cap III, LLC), a 108-unit residential subdivision in General Plan Area 3 at the intersection of Cherry Street and Stevenson Boulevard. RESOLUTION NO. 10846 – 10847 CONTRACT NO. 18035

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

Vice Mayor Hannon moved, Council Member Bucci seconded to by resolution, approve: 1) the Final Map and Subdivision Improvement Agreement for Tract 8418 – Sanctuary Village 2, a 108-unit residential subdivision in General Plan Area 3 at the intersection of Cherry Street and Stevenson Boulevard; and 2) W2018-006, a waiver request to allow up
to 10% relief from dimensional requirements of required setbacks for Tract 8418 - Sanctuary Village 2. The motion passed 4 AYES, 1 ABSENT.

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

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

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

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

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

K. ORAL COMMUNICATIONS

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

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

L. APPROPRIATIONS

Approval of Audited Demands. MOTION APPROVED

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

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

M.1 Closed session pursuant to Government Code Section 54957
Public Employment
Title: City Manager

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

Council Member Collazo arrived at this time.

At 8:30 p.m. the City Council convened in closed session.

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

N. ADJOURNMENT

Mayor Nagy adjourned the meeting at 9:08 p.m.
C.1 Proclaiming October as National Domestic Violence Awareness Month.  

(PROCLAMATION)

Background/Discussion – October is National Domestic Violence Awareness Month. A proclamation has been prepared and members of Shelter Against Violent Environments (SAVE) will accept it at the City Council meeting.
C.2 Presentation on the Newark Library.

Background/Discussion – Branch Manager Joe Stoner will provide a report at the City Council meeting covering statistics and special programs at the Newark Library.
Public Hearing to introduce an ordinance amending Newark Municipal Code Chapter 6.32 ("Regulations - Domestic Animals"), to modify the number of bantam chickens that can be kept as pets and to make other changes to clarify and update this section - from Assistant City Manager Grindall. (ORDINANCE)

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

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

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

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

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

**Attachments**

**Action** - Staff recommends that the City Council introduce an ordinance amending Title 6 Animals, Chapter 6.32 Regulations – Domestic Animals, Section 6.32.010 Domestic Pets – Animal Fanciers Permit Required When of the Newark Municipal Code.
ORDINANCE NO.

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

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

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

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

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

A. An animal fancier's permit shall be obtained for:

1. Any rooster;

2. More than two rabbits, or more than four hen chickens, or more than eight bantam
   chickens, or more than three cats or more than three dogs, or more than two geese, or
   more than two ducks, or more than two dogs, or more than two cats or any other pet
   species.

3. More than a combination of five ten such animals, provided the number of-specie
   maximum is not exceeded, shall not be permitted. A maximum of four of specie shall
   apply to hen chickens.

B. The issue born of such animals which increases the total number upon the premises beyond
   the numbers permitted shall be removed from the parcel not later than six weeks from weaning.

C. Other animals which are neither exotic animals nor such animals as specified in this section,
   such as mice (domestic), rats (domestic), gophers, king-snakes, rabbits, guinea pigs, turtles,
   tropical fish ducks, geese, or other canaries or birds of the Psittacine family, and other similar
   animals commonly kept as household pets, may be kept upon any parcel in any zoning district
   where the principal use upon the parcel is residential use, so long as such animals do not
   constitute a nuisance and are afforded food, care and sanitary facilities.
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.
Approval of the Final Map and Subdivision Improvement Agreement for Tract 8099 – Bridgeway Phase I (Lennar Homes of California, Inc.), a 333-unit residential subdivision within the Bayside Newark Specific Plan project area – from Senior Civil Engineer Cangco. (RESOLUTION)

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

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

The Final Map for Tract 8099 has been reviewed and found to be in conformance with Vesting Tentative Tract Map 8099 and the Conditions of Approval, and is now ready for City Council approval. Recording of the Final Map and issuance of subsequent permits and approvals for construction activity will be at the discretion of the City Engineer.

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

Attachment

Action – It is recommended that the City Council, by resolution, approve the Final Map and Subdivision Improvement Agreement for Tract 8099 – Bridgeway Phase I (Lennar Homes of California, Inc.), a 333-unit residential subdivision within the Bayside Newark Specific Plan project area.
RESOLUTION NO.

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

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

NOW THEREFORE, BE IT RESOLVED BY THE City Council of the City of Newark that the City Council does hereby approve the final map and improvement plans for Tract 8099, City of Newark, County of Alameda, State of California, and that the Mayor is authorized and hereby directed to execute an agreement between the City of Newark and Lennar Homes of California, Inc., for the improvements of said tract.

BE IT FURTHER RESOLVED that the City Council does hereby accept, subject to improvement, all parcels of land offered for public use in conformity with the terms of offer of dedication as shown on the final map for Tract 8099.

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

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

WE, THE UNDERSIGNED, LINDA HONES OF CALIFORNIA, INC., A CALIFORNIA CORPORATION ON BE half THAT WE ARE THE OWNERS OF ALL THE REAL ESTATE, RIGHTS, TITLE, INTERESTS AND INTERESTS OF THE PARCEL(S) OF LAND DESCRIBED AS "THE EASEMENT FOR PUBLIC UTILITY PURPOSES" AS MORE FULLY DESCRIBED IN THE HERITAGE EASEMENT MAP TITLED "RIVER EASEMENT" OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, CONSISTING OF THE EASEMENTS SHOWN THEREON, HERETOFORBY ENCLOSED, THIS STATEMENT BEING UPON SHEET A.T. INCLUCED, THAT WE AGREE TO SAID EASEMENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS THEREOF, AND THAT WE HAVE CONSENTED TO THE USE THEREOF IN ACCORDANCE WITH THE TERMS AND CONDITIONS THEREOF.

THE REAL PROPERTY DESCRIBED BELOW IS LOCATED IN NEWARK, ALAMEDA COUNTY, CALIFORNIA, AND IS DESCRIBED AS PARCEL 24 OF PARCEL MAP 10391 FILED IN BOOK 330 OF PARCEL MAPS OF ALAMEDA COUNTY, CALIFORNIA.

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SURVEYOR'S STATEMENT

This map was prepared by me or under my direction, at the request of Lennox Homes of California, Inc., a California corporation, and is based upon a field survey performed by me or under my direction in July 2012 in conformity with the requirements of the subdivision map act and local ordinance, and is true and complete as shown. I hereby state that this tract map substantially conforms to the conditionally approved schematic map of (date) that all monuments are of the character and occupy the position indicated, or that they will be set in those positions on or before December 2020 or prior to the acceptance of the improvements, and that said monuments are, if not, sufficient to enable the survey to be retraced. The gross area within the tract is 48.51 acres, more or less.

Mark H. Nemer, P.E.
L.S. No. 7060
Registration Expires March 31, 2020

SOILS REPORT

A Preliminary Geotechnical Exploration was prepared by Engeo, Incorporated, dated July 29, 2016, project no. 12004.001.000.

SIGNATURE OF OMISSIONS

In accordance with Section 66436 of the Subdivision Map Act, the signatures of the following holders of rights of way of encroachment, which cannot be altered or extinguished, are hereby omitted:

1. Pacific Gas and Electric Company, an electric transmission line and for telephone and electric purposes, recorded December 22, 189, Book 189, Page 732, Alameda County Records.
2. East Bay Discharge Authority, for waterways, underground pipes and conduits, recorded July 14, 1934, Instrument No. 70-333, Red Shoes, Wagon 77, Alameda County Records.

CITY ENGINEER'S STATEMENT

I, Stephen F. Kueb, City Engineer for the City of Newark, Alameda County, California, do hereby state that I have examined the herein embodied final map entitled "Tract 8099", City of Newark, Alameda County, California, consisting of twenty (20) sheets, this statement being upon Sheet Two (2) thereof, that the subdivision as shown upon this map is substantially the same as the subdivision approved on the face of the original and final map and the plan, as required by the provisions of the Subdivision Map Act of the State of California and any local ordinances applicable at the time of approval of the tentative map, if required, have been complied with.

In witness, I have hereunto set my hand this ___ day of ____, 2018.

Stephen F. Kueb, PE, SE, ED
Registration Expires June 30, 2020
City Engineer for the City of Newark, County of Alameda, California

CITY CLERK'S STATEMENT

I, Sheila Harrington, City Clerk and Clerk of the Council of the City of Newark, Alameda County, State of California, do hereby state that the herein embodied final map entitled "Tract 8099", City of Newark, Alameda County, California, consisting of twenty (20) sheets, this statement being on Sheet Two (2) thereof, was presented to said council of the City of Newark as required by law at a regular meeting held on the ___ day of ___, 2018, and that said council of the City of Newark did hereby by Resolution No. ___ , duly passed and adopted at said meeting, approve and adopt said map and its acceptance, subject to imperfections, as herein described, for public use, in conformity with the terms of the offer of dedication as shown on said map.

In witness whereof, I have hereunto set my hand this ___ day of ____, 2018.

Sheila Harrington
City Clerk and Clerk of the Council of the City of Newark, County of Alameda, California

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

I, Anna Campbell-Benton, Clerk of the Board of Supervisors for the County of Alameda, State of California, do hereby state, as checked below, that:

[ ] An approved bond has been filed with the Board of Supervisors of said County and is in the amount of $____ as required by law for the payment of all taxes, special assessments, bonds and interest thereon when due, as provided by law, on any part thereof but not yet payable and was duly approved by said local board in said amount.

[ ] All taxes and special assessments levied are now a lien against said land or any part thereof but not yet payable and was duly approved by said local board in said amount.

In witness whereof, I have hereunto set my hand this ___ day of ___ , 2018.

Anna Campbell-Benton
Clerk of the Board of Supervisors for the County of Alameda, State of California

Deputy County Clerk
REFERENCES:

(I) INDICATES REFERENCE NUMBER

(1) PARCEL MAP 9837 (315 PM 84)
(2) PARCEL MAP 9838 (315 PM 84)
(3) PARCEL MAP 9839 (315 PM 84)
(4) MAP OF THE TOWN OF NEWARK (17 M 10)
(5) PARCEL MAP 10391 (330 PM 63)

FMC CORPORATION
88-208469
79-233624

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA
SCALE 1" - 200' OCTOBER 2018

GRAPHIC SCALE

BASE OF BEARINGS:

THE BASE OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF HICKORY STREET BETWEEN THE FOUND IRON PILES SHOWN AS NORTH 21'48'56" WEST AS SHOWN ON PARCEL MAP 10391 (330 PM 63). THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM 1983, MULTIPLY DISTANCES BY 0.9999378 TO OBTAIN GRID DISTANCES.

LEGEND

SUBDIVISION BOUNDARY LINE
RIGHT OF WAY LINE
LOT LINE
EASEMENT LINE
MONUMENT LINE
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FE ROOM LINE

MONUMENT TO BE SET BY
TRACT 8085 339 M 76

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EXISTING ACCESS EASEMENT
AND UTILITY EASEMENT FOR PARCEL 2 PM 7905

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

FOUND 3/4" IRON PIPE, LS 3167 (315)

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MONUMENT TO BE SET BY
TRACT 8085 339 M 76

NOT TO SCALE

NOTE:
INTERIOR PUBLIC STREETS, EASEMENTS, AND PRIVATE STREETS ARE SHOWN ON OTHER SHEETS.

TRACT 8099
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR CONDOMINIUM AND SINGLE FAMILY RESIDENTIAL PURPOSES
CONSISTING OF 21 SHEETS
BEING A MERGER AND RESUBDIVISION OF PARCELS 1, 2, AND 3 AS SHOWN ON PARCEL MAP 9837 FILED IN BOOK 330 OF PARCEL MAPS, AT PAGES 63 & 64, ALAMEDA COUNTY RECORDS.

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

FOUND 3/4" IRON PIPE, LS 3167 (315)

FOUND 3/4" IRON PIPE, LS 3167 (315)

MONUMENT TO BE SET BY
TRACT 8085 339 M 76

NOT TO SCALE

NOTE:
INTERIOR PUBLIC STREETS, EASEMENTS, AND PRIVATE STREETS ARE SHOWN ON OTHER SHEETS.

TRACT 8099
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR CONDOMINIUM AND SINGLE FAMILY RESIDENTIAL PURPOSES
CONSISTING OF 21 SHEETS
BEING A MERGER AND RESUBDIVISION OF PARCELS 1, 2, AND 3 AS SHOWN ON PARCEL MAP 9837 FILED IN BOOK 330 OF PARCEL MAPS, AT PAGES 63 & 64, ALAMEDA COUNTY RECORDS.

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON, CALIFORNIA
SCALE 1" - 200' OCTOBER 2018

GRAPHIC SCALE

BASE OF BEARINGS:

THE BASE OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF HICKORY STREET BETWEEN THE FOUND IRON PILES SHOWN AS NORTH 21'48'56" WEST AS SHOWN ON PARCEL MAP 10391 (330 PM 63). THE BEARINGS SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM 1983, MULTIPLY DISTANCES BY 0.9999378 TO OBTAIN GRID DISTANCES.

LEGEND

SUBDIVISION BOUNDARY LINE
RIGHT OF WAY LINE
LOT LINE
EASEMENT LINE
MONUMENT LINE
 неск LIMIT
FE ROOM LINE

MONUMENT TO BE SET BY
TRACT 8085 339 M 76

MONUMENT TO BE SET BY
TRACT 8085 339 M 76

EXISTING ACCESS EASEMENT
AND UTILITY EASEMENT FOR PARCEL 2 PM 7905

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

FOUND 3/4" IRON PIPE, LS 3167 (315)

FOUND 3/4" IRON PIPE, LS 3167 (315)

MONUMENT TO BE SET BY
TRACT 8085 339 M 76

NOT TO SCALE

NOTE:
INTERIOR PUBLIC STREETS, EASEMENTS, AND PRIVATE STREETS ARE SHOWN ON OTHER SHEETS.

TRACT 8099
CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
FOR CONDOMINIUM AND SINGLE FAMILY RESIDENTIAL PURPOSES
CONSISTING OF 21 SHEETS
BEING A MERGER AND RESUBDIVISION OF PARCELS 1, 2, AND 3 AS SHOWN ON PARCEL MAP 9837 FILED IN BOOK 330 OF PARCEL MAPS, AT PAGES 63 & 64, ALAMEDA COUNTY RECORDS.
TRACT 8099

BASIS OF BEARINGS:

The basis of bearings for this survey is the Centerline of Hickory Street between the found monuments shown as north, ninety degrees west, as shown on Parcel Map 9091 filed in Book 330 of Parcel Maps, at Pages 63 & 64, Alameda County Records.

MULTIPLY THE DISTANCES SHOWN BY 0.9999378 TO OBTAIN GRID DISTANCES.

REFERENCES:

(1) INDICATES REFERENCE NUMBER
(2) PARCEL MAP SHEET (11W 6A) AL
(3) PARCEL MAP 7030 (115 PM 8B)
(4) MAP OF THE TOWN OF NEWARK (17 W 10)
(5) PARCEL MAP 10981 (150 PM 82)

Carlson, Barbee & Gibson, Inc.

Oct 2018
San Francisco, CA 94118

NO RADIUS DELTA LENGTH

Legend:

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- CENTERLINE
- EASEMENT LINE
- MONUMENT LINE
- RADIUS
- MONUMENT TO MONUMENT
- MONUMENT TO PROPERTY LINE
- MONUMENT TO CENTERLINE
- PROPERTY LINE TO PROPERTY LINE
- TOTAL
- SET STANDARD STREET MONUMENT, LS 7238
- FOUND STANDARD STREET MONUMENT
- FOUND MONUMENT, AS NOTED
- FOUND 5/8 RUBBER AND CAP, LS 8148, PER DRAW
- SET 5/8 RUBBER AND CAP OR NAIL, LS 7250
- PRIVATE ACCESS EASEMENT
- PRIVATE ACCESS EASEMENT
- PRIVATE STORM DRAIN EASEMENT
- PRIVATE WATER LINE EASEMENT
- PUBLIC UTILITY EASEMENT
- STORM DRAIN EASEMENT
- SHOWN EASEMENT
- SANITARY SEWER EASEMENT
- TRAIL EASEMENT
- WATER LINE EASEMENT

SCALE: 1" = 30"
### LINE TABLE

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### CURVE TABLE

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<td>12</td>
<td>M-12</td>
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</tr>
</tbody>
</table>

### REFERENCES:

- MODERN RESIDENCE NUMBER
- PARCEL MAP 7505 (252 PM 81)
- MAP OF THE TOWN OF Newark (13T M 10)
- PARCEL MAP 10391 (330 PM 63)

### BASIS OF BEARINGS:

- THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF HICKORY STREET BETWEEN TWO FOUND IRON PIPES TAKEN AS NORTH 21°48'56" WEST AS SHOWN ON PARCEL MAP 10391. THE BEARINGS SHOWN HEREIN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM ZONE 3 (NAD 83).

### GRAPHIC SCALE

- SCALE: 7" = 1'-0"

### LEGEND

- SUBDIVISION BOUNDARY LINE
- ALIGNED LINE
- RIGHT OF WAY LINE
- LOT LINE
- CENTERLINE
- EASEMENT LINE
- MONUMENT LINE
- SHEET LIMIT
- £K LINE

### MONUMENTS:

- MONUMENT TO MONUMENT
- MONUMENT TO PROPERTY LINE
- MONUMENT TO CENTERLINE
- PROPERTY LINE TO PROPERTY LINE

### TOTAL:

- SET STANDARD STREET MONUMENT, LS 700
- FOUND STANDARD STREET MONUMENT
- FOUND STREET MONUMENT
- FOUND 5/8" REBAR AND CAP, LS 614, PER
- SET 5/8" REBAR AND CAP ON MAIL & TAG, LS 250

### EMERGENCY VEHICLE ACCESS EASEMENT

- PRIVATE ACCESS EASEMENT
- PRIVATE STORM DRAIN EASEMENT
- PRIVATE WATER LINE EASEMENT
- PUBLIC UTILITY EASEMENT
- SIDEWALK EASEMENT
- SEWER EASEMENT
- SANITARY SEWER EASEMENT
- TRAIL EASEMENT
- WATER LINE EASEMENT
TRACT 8099

CITY OF NOVAK, ALAMEDA COUNTY, CALIFORNIA
FOR CONDOMINIUM AND SINGLE FAMILY RESIDENTIAL PURPOSES
CONSPRING OF 3 SHEETS
BEING A MERGER AND RESUBDIVISION OF PARCELS 1, 2, AND 3 AS SHOWN ON PARCEL MAP 0030 FILED IN BOOK 318 OF PARCEL
MAPP, AT PAGE 666, ALAMEDA COUNTY RECORDS.

Carlson, Barbee & Gibson, Inc.
PLANNERS AND SURVEYORS
SAN FRANCISCO, CALIFORNIA

SCALE 1" : 30' OCTOBER 2018

GRAPHIC SCALE

BASELINE OF BEARINGS:
THE BASELINE OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF HICKORY STREET BETWEEN THE FOUND STANDARD MONUMENTS AT M-6-1 OS AND M-6-1 SS AS SHOWN ON PARCEL MAP 0030 FILED IN BOOK 318 OF PARCEL MAPS, AT PAGE 666, ALAMEDA COUNTY RECORDS.

MULTIPLY THE DISTANCES SHOWN BY 0.899395 TO OBTAIN GRID DISTANCES.

LEGEND

LEGAL DESCRIPTIONS:
SUSPENSION BOUNDARY LINE
RIGHT OF WAY LINE
LOT LINE
CENTRELINE
EASEMENT LINE
MONUMENT LINE
TIE LINE

(1) PARCEL
(2) PARCEL
(3) PARCEL
(1) PARCEL
(2) PARCEL
(3) PARCEL

REFERENCES:

(1) PARCEL MAP 0030 (SHEETS 1-3)
(2) PARCEL MAP 0030 (SHEETS 4-6)
(3) PARCEL MAP 0030 (SHEETS 7-9)
(4) PARCEL MAP 0030 (SHEETS 10-12)
(5) PARCEL MAP 0030 (SHEETS 13-15)

REFERENCES:

(1) PARCEL MAP 0030 (SHEETS 1-3)
(2) PARCEL MAP 0030 (SHEETS 4-6)
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(3) PARCEL MAP 0030 (SHEETS 7-9)
(4) PARCEL MAP 0030 (SHEETS 10-12)
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(3) PARCEL MAP 0030 (SHEETS 7-9)
(4) PARCEL MAP 0030 (SHEETS 10-12)
(5) PARCEL MAP 0030 (SHEETS 13-15)
TRACT 8099

BASIS OF BEARINGS:

The basis of bearings for this survey is the centerline of Hickory Street between the found iron pipes taken as north 21° 48' 56" W as shown on parcel map 10391 (330 PM 63). The bearings shown herein are based on the California Coordinate System Zone 3 (1983), multiply the distances shown by 0.9999378 to obtain grid distances.

REFERENCES:

- (1) Indicates Reference Number
- (2) Parcel Map 9837 (315 PM 84)
- (3) Parcel Map 10391 (330 PM 63)
- (4) Map of the Town of Newark (17 PM 10)
- (5) Parcel Map 10391 (330 PM 63)
TRACT 8099

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

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

SCALE: 1" = 30' OCTOBER 2018

GRAPHIC SCALE

BASIS OF BEARINGS:
The basis of bearings for this survey is the curvature of roadway.

REFERENCES:
1. INDICATES REFERENCE NUMBER
2. PARCEL, MAP 10391 (315 PM 84)
3. PARCEL, MAP 10391 (315 PM 85)
4. MAP OF THE TOWN OF NEWARK (2/24/11)
5. PARCEL MAP 10391 (315 PM 83)

LEGEND

REFERENCES:
1. INDICATES REFERENCE NUMBER
2. PARCEL, MAP 10391 (315 PM 84)
3. PARCEL, MAP 10391 (315 PM 85)
4. MAP OF THE TOWN OF NEWARK (2/24/11)
5. PARCEL MAP 10391 (315 PM 83)
This Subdivision Improvement Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF NEWARK, a municipal corporation (hereinafter "City"), and LENNAR HOMES OF CALIFORNIA, INC., a California corporation (hereinafter "Developer"). City and Developer may be collectively referred to herein as the "parties."

RECITALS

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

B. The Project is geographically located within the boundaries of the Tentative Tract Map known as "Vesting Tentative Map 8099". The Tentative Map is on file with the City Engineer, and is incorporated herein by reference.

C. The City’s approval of the Tentative Map was subject to specified conditions of approval (hereinafter "Conditions"). The Conditions are on file with the City Engineer, and are incorporated herein by reference.

D. Improvement Plans and Specifications have been prepared on behalf of the Developer, and approved by the City Engineer, which describe the improvements which are required to be constructed by the Developer. The term "Plans and Specifications" shall include _______ sheets of improvement plans titled Tract 8099 Bridgeway Phase I Improvement Plans, City of Newark, Alameda County, California," approved by the City Engineer on _______. The Plans and Specifications are on file with the City Engineer, and are incorporated herein by reference.

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

1. SCOPE OF WORK. The Developer shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions (hereinafter "Work"), to the satisfaction of the City Engineer.
The Work shall be performed, and all materials and labor shall be provided, at the Developer’s sole cost and expense. No change shall be made to the Scope of Work unless authorized in writing by the City Engineer.

2. **PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** The Developer shall, at the Developer’s expense, obtain and maintain all necessary permits and licenses for the performance of the Work. The Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.

3. **DEVELOPER’S AUTHORIZED REPRESENTATIVE.** At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent (hereinafter “Authorized Representative”) on site with authority to act on behalf of the Developer. The Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. The Developer shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work.

4. **IMPROVEMENT SECURITY.** The Developer shall furnish faithful performance and labor and material security concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work. The Developer shall furnish warranty security prior to the City’s acceptance of the Work. The form of the security shall be as authorized by the Subdivision Map Act (including Government Code Sections 66499, et seq.) and the Newark Municipal Code, and as set forth below:

4(a). **Faithful Performance.** Performance Bonds in the amount of $9,608,000.00 to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.

4(b). **Labor and Material.** Materials Bonds in the amount of $4,804,000.00 to secure payment by the Developer to laborers and materialmen pursuant to Government Code Sections 66499.2, 66499.3, and 66499.4.

4(c). **Warranty.** Performance Bonds in the amount of $960,800.00 to secure faithful performance of this Agreement (from the date on which the City accepts the Work as complete until one year thereafter) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.
CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8099

5. **BUSINESS LICENSE.** The Developer shall apply for and pay the business license fees, in accordance with Newark Municipal Code Title 5, Chapter 5.04.

6. **INSURANCE.** Developer shall, throughout the duration of this Agreement, maintain insurance to cover Developer (including its agents, representatives, contractors, subcontractors, and employees) in connection with the performance of services under this Agreement. This Agreement identifies the minimum insurance levels with which Developer shall comply; however, the minimum insurance levels shall not relieve Developer of any other performance responsibilities under this Agreement (including the indemnity requirements), and Developer may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any services, the Developer shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Developer shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.

6(a). **Minimum Insurance Levels.** Developer shall maintain insurance at the following minimum levels:

6(a)(1). **Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage in an amount not less than $5,000,000 general aggregate and $2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

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

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

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

6(c)(1). For the commercial general liability insurance, the City (including its elected officials, employees, volunteers, and agents) shall be named as additional insured, and the policy shall be endorsed with a form at least as broad as ISO form CG 20 10 11 85.

6(c)(2). Developer's insurance is primary to any other insurance available to the City with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be excess of the Developer’s insurance and shall not contribute with it.

6(c)(3). Developer’s insurance will not be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the City. During the term of this Agreement, Consultant will not materially alter any of the policies or reduce any of the levels of coverage afforded by its insurance policies.

6(c)(4). Maintenance of proper insurance coverage in conformity with this Section 6 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

6(d). **Qualifications of Insurers.** All insurance companies providing coverage to Developer shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M Best's rating of not less than "A:VII."

7. **Reporting Damages.** If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Developer shall immediately notify the City Engineer's office by telephone at 510-578-4290, and Developer shall promptly submit to the City’s Risk Manager and the City’s Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) a detailed description of the damage (including the name and address of the injured or deceased person(s), and a description of the damaged property), (b) name and address of witnesses, and (c) name and address of any potential insurance companies.

8. **Indemnification.** To the fullest extent permitted by law, Developer shall indemnify, hold harmless, and defend the City (including its elected officials, officers, volunteers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney’s fees)
resulting or arising from performance, or failure to perform, under this Agreement (with the exception of the sole negligence or willful misconduct of the City).

9. **TIME OF PERFORMANCE.** Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

9(a). **Commencement of Work.** No later than fifteen (15) days prior to the commencement of Work, the Developer shall provide written notice to the City Engineer of the date on which the Developer shall commence Work. The Developer shall not commence Work until after the notice required by this section is properly provided, and the Developer shall not commence Work prior to the date specified in the written notice.

9(b). **Schedule of Work.** Concurrently with the written notice of commencement of Work, the Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect the Developer's prosecution of the Work.

9(c). **Completion of Work.** The Developer shall complete all Work by no later than three hundred sixty-five (365) days after the City's execution of this Agreement.

10. **INSPECTION BY THE CITY.** In order to permit the City to inspect the Work, the Developer shall, at all times, provide to the City proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

11. **DEFAULT.** If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party
may terminate this Agreement upon written notice to the defaulting party.

11(a). The Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:
11(a)(1). The Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.
11(a)(2). The Developer abandons the Project site.
11(a)(3). The Developer fails to perform one or more requirements of this Agreement.
11(a)(4). The Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.
11(a)(5). The Developer violates any legal requirement related to the Work.

11(b). In the event that the Developer fails to cure the default, the City may, in the discretion of the City Engineer, take any or all of the following actions:
11(b)(1). Cure the default and charge the Developer for the costs therefor, including administrative costs and interest in an amount equal to seven percent (7%) per annum from the date of default.
11(b)(2). Demand the Developer to complete performance of the Work.
11(b)(3). Demand the Developer's surety (if any) to complete performance of the Work.

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

13. WARRANTY PERIOD. The Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City. In the event that (during the one year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Developer under this Agreement, the Developer shall be in default.
14. **RELATIONSHIP BETWEEN THE PARTIES.** Developer is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, contractors, or subcontractors, including any negligent acts or omissions. Developer is not City’s agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

15. **CONFLICTS OF INTEREST PROHIBITED.** Developer (including its employees, agents, contractors, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Developer maintains or acquires a conflicting interest, any contract with the City (including this Agreement) involving Developer’s conflicting interest may be terminated by the City.

16. **Nondiscrimination.** Developer shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Developer shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex.

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

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

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

18. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
19. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties’ intent under this Agreement.

20. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

21. **ATTORNEY’S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney’s fees, costs, and expenses incurred.

22. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Developer’s duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

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

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

25. **CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.

26. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Work described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The
documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

27. SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Developer and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

LENNAH HOMES OF CALIFORNIA, INC.,
a California corporation

By: __________________________
    Brian Olin, Vice President

CITY OF NEWARK,
a municipal corporation

By: __________________________
    Alan L. Nagy, Mayor

ATTEST:

______________________________
Sheila Harrington, City Clerk

APPROVED AS TO FORM:

______________________________
David J. Benoun, City Attorney
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of _____________ )

On ____________, before me, ________ ________

Date

personally appeared ___________ ___________ ___________ ___________ ,

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: ______________________ Document Date: ______________________
Number of Pages: _________ Signer(s) Other Than Named Above: ______________________

Capacity(ies) Claimed by Signer(s)
Signer's Name: ______________________
☐ Corporate Officer — Title(s): ______________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ______________________
Signer Is Representing: ______________________

Signer's Name: ______________________
☐ Corporate Officer — Title(s): ______________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ______________________
Signer Is Representing: ______________________

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827)  Item #5907
DATE: October 2, 2018

TO: City Council

FROM: Sheila Harrington, City Clerk

SUBJECT: Approval of Audited Demands for the City Council Meeting of October 11, 2018.

REGISTER OF AUDITED DEMANDS

US Bank General Checking Account

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<td>September 28, 2018</td>
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MEMO

DATE: October 2, 2018

TO: Sheila Harrington, City Clerk

FROM: Krysten Lee, Finance Manager

SUBJECT: Approval of Audited Demands for the City Council Meeting of October 11, 2018.

The attached list of Audited Demands is accurate and there are sufficient funds for payment.
Final Disbursement List. Check Date 09/20/18, Due Date 10/01/18, Discount Date 10/01/18. Computer Checks.

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CS.AP Accounts Payable Release 8.3.0 R*APCKREG*FDL

By BRETT OEVERNDIEK (BRETTO)
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