

CITY OF NEWARK CITY COUNCIL

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

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

AGENDA

Thursday, January 24, 2019

- A. ROLL CALL

- B. MINUTES
 - B.1 Approval of Minutes of the City Council meeting of January 10, 2019.
(MOTION)

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

 - C.2 Proclaiming February as Teen Dating Violence Awareness month.
(PROCLAMATION)

- D. WRITTEN COMMUNICATIONS

- E. PUBLIC HEARINGS
 - E.1 Hearing to consider a 10-lot subdivision for the construction of 10 single-family homes at 37256 Magnolia Street, 37280 Magnolia Street and 6849 Baine Avenue. The City Council will consider approval of: a Planned Development Plan; Vesting Tentative Map 8494; and introduction of an ordinance establishing a Planned Development Overlay District for the project - from Senior Planner Mangalam. (RESOLUTIONS-2) (ORDINANCE)

 - E.2 Hearing to consider 'Classics at Newark', a residential project comprising of nine single-family homes at 36304-36310 Newark Boulevard. The City Council will consider approval of: a Planned Development Plan; Vesting Tentative Tract Map 8498; and introduce an ordinance establishing a Planned Development Overlay District for the project – from Senior Planner Mangalam. (RESOLUTIONS-2) (ORDINANCE)

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

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 Approval of Contractual Services Agreements with 4Leaf, Inc, CSG Consultants, Inc, MNG Engineers, Inc, Pakpour Consulting Group and SNG and Associates, Inc. for on-call Public Works Construction Inspection and Civil Engineering Development Plan Check Review Services and authorization to amend the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2018-2019 to provide additional funding for said Contractual Services Agreements – from Senior Civil Engineer Cangco. (RESOLUTION)**

NONCONSENT

- F.2 Introduction of an ordinance to amend Newark Municipal Code Chapter 6.28 Regulations - Generally to address shelter, food and water requirements for animals kept outside - from Assistant City Manager Grindall. (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.

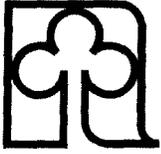
(MOTION)

M. CLOSED SESSION

N. ADJOURNMENT

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

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



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City Administration Building
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City Council Chambers

AGENDA

Thursday, January 24, 2019

CITY COUNCIL:

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

CITY STAFF:

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

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

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

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

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

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

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



CITY OF NEWARK CITY COUNCIL

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

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

Minutes

Thursday, January 10, 2019

A. ROLL CALL

Mayor Nagy called the meeting to order at 7:31 p.m. Present were Council Members Hannon, Collazo, Freitas, and Bucci.

B. MINUTES

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

Council Member Bucci moved, Council Member Hannon 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: Maintenance Superintendent Tonya Connolly, General Laborer Thomas Curtis, General Laborer Gabriel Bedolla, and Administrative Support Specialist II Mirna Padilla.

C.2 Presentation from the Alameda County Mosquito Abatement District.

District Manager Ryan Clausnitzer and Board Trustee Eric Hentschke provided an update on the District's activities.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORTS

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

CONSENT

- F.1 Approval to add one classification of Recreation Supervisor to the Compensation and Benefit Plan for City Officials, Management, Supervisory and Professional Employees. RESOLUTION NO. 10877**
- F.2 Acceptance of work with G. Bortolotto & Company, Inc. for Park Pathways Resurfacing for ADA Access, Projects 1109 and 1175. RESOLUTION NO. 10878**
- F.3 Approval of partial release and replacement of security bonds for Tract 8085, Bayshores Phase I (CDCG Group Holdings Bayshores LP and William Lyon Homes, Inc.), a 213-unit residential subdivision at 37555 Willow Street. RESOLUTION NO. 10879**
- F.4 Approval of partial release and replacement of security bonds for Tract 8310, Bayshores Phase II (CDCG Group Holdings Bayshores LP and William Lyon Homes, Inc.), an 86-unit residential subdivision at 37555 Willow Street. RESOLUTION NO. 10880**
- F.5 Authorization for the Mayor to sign an agreement with GHA/Nutanix Technology Solutions to provide new server hardware and virtualize the City and Police Department computer networks. RESOLUTION NO. 10881
CONTRACT NO. 19001**

NONCONSENT

- F.6 Adoption of an Urgency Ordinance of the City of Newark amending Chapter 12.08 of Title 12 of the Newark Municipal Code amending encroachment requirements relating to Small Cell Wireless Telecommunications Facilities to become effective immediately; and approval of a Master License Agreement for Small Cell Pole Attachment Installation and Use of City Associated Facilities standard template and authorization for the City Manager to execute future agreements. URGENCY ORDINANCE NO. 510U
RESOLUTION NO. 10882**

Interim City Attorney Kokotaylo and Public Works Director Fajeau gave a presentation (on file with City Clerk) on the Federal Communications Commission (“FCC”) ruling that limits local government discretion over small cell deployments. The ruling requires access to City-owned poles for small cell installations and sets deadlines for local government decisions.

Staff recommended adoption of an urgency ordinance to require carriers to obtain an encroachment permit prior to deploying small cell wireless facilities and ancillary equipment in the public right-of-way. All work or use pertaining to the deployment, installation or location of small cell wireless facilities must conform with the Newark Municipal Code and the City’s administrative guidelines. Staff also recommended approval of a standard template for a Master License Agreement for Small Cell Pole Attachment Installation and Use of City Associated Facilities to establish a regulatory framework that imposes licensing fees, deployment, construction, and removal requirements consistent with the FCC Order.

Council Member Bucci requested that staff look into the possibility of waiving fees with carriers in exchange for free wifi citywide.

Dante Williams, Verizon Wireless Small Cell Team, stated that the FCC Ruling speeds up the deployment of a 5G network. He requested that the City Council continue the fee discussion as they want to deploy the network broadly and found the fees to be problematic.

Council Member Hannon moved, Council Member Collazo seconded to adopt an Urgency Ordinance amending Chapter 12.08 of Title 12 of the Newark Municipal Code amending encroachment requirements relating to small cell wireless telecommunications facilities to become effective immediately, and, by resolution, approve a Master License Agreement for Small Cell Pole Attachment Installation and Use of City Associated Facilities standard template and authorization for the City Manager to execute future agreements. The motion passed, 5 AYES.

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

Mayor Nagy stated that the annual Martin Luther King, Jr. event would be held at the First Presbyterian Church this Sunday. He announced that the Newark Unified School District Board of Education appointed Mr. Bowen Zhang to the vacancy created by the resignation of Janet Crocker.

Council Member Freitas stated that a party was held for retiring City Manager Becker last night. He congratulated Mr. Becker on a well-deserved retirement.

Council Member Collazo stated that the Schilling School Parents would be hosting a health fair at the Newark Pavilion on Saturday.

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

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

Approval of Audited Demands.

MOTION APPROVED

City Clerk Harrington read the Register of Audited Demands: Check numbers 116416 to 116531.

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

M. CLOSED SESSION

N. ADJOURNMENT

Mayor Nagy adjourned the meeting at 8:48 p.m.

C.1 Introduction of employees.

Background/Discussion – The following employees will be introduced at the City Council meeting: Public Safety Clerk Paula Silva, Administrative Support Specialist II Sara Kerns, and Accountant Kammy Vong.

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

(PROCLAMATION)

Background/Discussion – February is Teen Dating Violence Awareness Month. A proclamation has been prepared and a representative from Safe Alternatives to Violent Environments (SAVE) will accept it at the meeting.

**E.1 Hearing to consider a 10-lot subdivision for the construction of 10 single-family homes at 37256 Magnolia Street, 37280 Magnolia Street and 6849 Baine Avenue. The City Council will consider approval of: a Planned Development Plan; Vesting Tentative Map 8494; and introduction of an ordinance establishing a Planned Development Overlay District for the project - from Senior Planner Mangalam.
(RESOLUTIONS-2) (ORDINANCE)**

Background/Discussion – GoldSilverIsland Homes LLC has submitted an application to allow a 10-lot subdivision for the construction of ten single-family homes at 37256 Magnolia Street, 37280 Magnolia Street and 6849 Baine Avenue. The subject site is zoned Residential Medium Density (RM) with a Medium Density Residential General Plan land use designation.

The subject site consists of three lots, located at 37256 Magnolia Street, 37280 Magnolia and 6849 Baine Avenue and is approximately 0.93 acres in size. There are six dilapidated, unoccupied homes on the three lots. The surrounding neighborhood is a mix of single-family and multi-family residential units. The subject site is located in the Historic Newark Area Plan (HNAP). The key goals of HNAP include protecting single-family neighborhoods and preserving the historic character of Old Town, such as the Victorian style architecture.

The proposed project will provide the following community benefits: (1) Replacement of six vacant single family homes having a history of police and code enforcement issues related to squatters, and rodent infestation with ten high-quality single family homes; (2) Promotion of a stable single-family neighborhood; (3) Preservation of historic character of Old Town by proposing Victorian-style homes; and (4) The applicant will pay approximately \$692,816 towards Development Impact Fees that can be utilized citywide to improve the Newark community. The project will also pay approximately \$91,532 in school fees to the Newark Unified School District.

Overview – The subject site is unique in terms of its location as it has frontage on three streets - Magnolia Street, Baine Avenue and Olive Street, thus providing a distinctive opportunity in terms of reshaping an entire corner of an existing city block. Baine Avenue separates the subject site from the railroad tracks. The applicant proposes to combine three existing lots and then subdivide it into 10 lots ranging in size from 3,500 square-feet to 6,267 square-feet with frontage on three streets - Magnolia Street, Baine Avenue and Olive Street as follows:

Lots	Frontage	Home size	Lot size
Lot 1	Magnolia Street	3,016 sq. ft.	6,267 sq. ft.
Lot 2	Magnolia Street	2,316 sq. ft.	3,500 sq. ft.
Lot 3	Magnolia Street	2,171 sq. ft.	4,113 sq. ft.
Lot 4	Baine Avenue	3,016 sq. ft.	4,480 sq. ft.
Lot 5	Baine Avenue	3,016 sq. ft.	4,480 sq. ft.
Lot 6	Baine Avenue	3,016 sq. ft.	5,320 sq. ft.
Lot 7	Baine Avenue	2,553 sq. ft.	3,660 sq. ft.
Lot 8	Olive Street	2,574 sq. ft.	4,398 sq. ft.
Lot 9	Olive Street	2,570 sq. ft.	3,651 sq. ft.
Lot 10	Olive Street	3,016 sq. ft.	5,313 sq. ft.

All the proposed homes will be two stories with private rear yards. The detached single family homes will consist of living, dining, family, kitchen, 4 to 5 bedrooms and 3.5 to 4.5 bathrooms.

The City's off-street parking requirement is satisfied by the provision of a two-car garage. A driveway apron in front of each garage would provide for guest parking spaces for each dwelling.

The Historic Newark Area Plan recommends that Victorian architecture styles be used for new developments in Old Town, where appropriate. The architect has included several roof lines, window design and detailing, gable elements and porches to reflect the Victorian style. A variety of color schemes and building materials are included to offer variety and to ensure that all the homes are distinct. The proposed building materials include three styles of siding - hardie plank, shingle and scalloped shingle; stucco; and stone veneer.

Community Meeting

A community meeting was held by the applicant on October 15, 2018. The notice was sent to neighboring properties within a 400-foot radius around the subject site and five property owners were in attendance. Neighboring property owners expressed their support for the project because of concerns that the subject site has been a dumping ground, has had rat infestations, and attracted squatters. The applicant has been vigilant in ensuring that the subject site is properly secured so that there is no dumping or squatting. In addition, the applicant also carried out pest control and obtained Rodent Inspection Clearance to staff's satisfaction. In general, the neighboring property owners were happy that the proposed development is a single family residential development and not a multi-family residential development and are supportive of the proposed project.

City Council Approvals

The proposed residential project requires approval of the following:

Vesting Tentative Tract Map: The applicant has submitted a Vesting Tentative Tract Map 8494 to allow for a 10-lot subdivision on an approximately 0.93-acre site. The 10 lots included in the map will vary in sizes from 3,500 square-feet to 6,267 square-feet.

Planned Development (PD) Overlay District and PD Plan:

The project proposes 10 single-family homes with a few deviations from the development standards of Residential Medium Density (RM) District as included in Zoning Code Section 17.07.030. The specific deviations are: (1) the minimum lot size is 3,500 square feet in lieu of 6,000 square feet; (2) the proposed lot width is a minimum of 40 feet in lieu of 60 feet; (3) the proposed lot depth is a minimum of 67 feet in lieu of 100 feet; and (4) the proposed homes are set at minimum of four feet interior side setback in lieu of five feet. These deviations are necessary because the proposed development consists of single family units and not multi-family units.

Per Zoning Code Section 17.12.060, a PD Plan shall only be approved if certain findings listed below are made. The findings given in the draft resolution of approval contains language that

comes from the Newark Zoning Code, and is supported by application materials on file. The findings are as follows:

- a. *The proposed development is consistent with the General Plan and any applicable specific plan, including the density and intensity limitations that apply.*

The subject site is located in Old Town which is the historic heart of Newark. In 1990, the City adopted the Historic Newark Area Plan (HNAP) as part of the City's General Plan. One of the key goals of HNAP was to protect single-family neighborhoods. The applicant proposes to build 10 single-family homes and is not exceeding the maximum density included for Medium Density Residential designation in the General Plan.

- b. *Adequate transportation facilities and public services exist or will be provided in accordance with the conditions of development plan approval, to serve the proposed development; and the approval of the proposed development will not result in a reduction of traffic levels of service or public services so as to be a detriment to public health, safety, or welfare.*

The subject site is bounded by three streets, Magnolia Street, Baine Avenue and Olive Street. As the existing parcel is under-developed, the addition of 10 homes to the existing neighborhood would not require additional street improvements for traffic mitigation. The project will realign existing sidewalks to conform to the pattern of the existing neighborhood. All homes will have 2 car-garage parking. A driveway apron in front of each garage would provide for guest parking spaces for each dwelling. This will result in 4 off-street parking spaces per unit. Guest parking is available on both sides of Baine Avenue, as there is no development on the southeast side of Baine Avenue. The total increase of four single family homes will have minimal impact on the surrounding local roads.

- c. *The proposed development will not have a substantial adverse effect on surrounding land uses and will be compatible with the existing and planned land use character of the surrounding area.*

The surrounding neighborhood is a mix of single-family and multi-family residential units, thus, the subject site is surrounded mostly by residential use and the proposed residential use will be compatible.

- d. *The development generally complies with applicable adopted design guidelines.*

The proposed project complies with all applicable design standards.

- e. *The proposed development is demonstratively superior to the development that could occur under the standards applicable to the underlying base district, and will achieve superior community design, environmental preservation and/or substantial public benefit.*

The subject site is zoned as Residential Medium Density and would have resulted in multi-family residential development, thus resulting in increased traffic and disrupting single-family neighborhood characteristic of Old Town. The applicant proposes to build 10 high-quality, traditional Victorian styled single-family homes which are superior to the development that

could occur under the standards applicable to the underlying Medium Density District.

Noise Study

Due to proximity of the subject site to the railroad tracks, an “Environmental Noise and Ground-Borne Rail Vibration Assessment” was performed by Charles M. Salter Associates, Inc., to determine if the project meets City’s acceptable noise levels (interior limit of 45 decibels (dB) and exterior of 60 dB, where dB is the average sound level over a 24-hour period). The project is conditioned to meet the interior and exterior noise standards of the General Plan and Zoning Code and shall carry out mitigation measures as outlined in the reports.

California Environmental Quality Act (CEQA) exemption

This project is categorically exempt from CEQA analysis under Guidelines per Section 15332, Class 32, “In-Fill Development Projects”.

Recommendation

The proposed project is in line with the vision of the Historic Newark Area Plan by proposing to build high quality, Victorian styled single-family homes. Thus, staff recommends approval of this proposed residential development.

Update – On December 11, 2018, the Newark Planning Commission approved Resolution Numbers 1972 and 1973 which recommended that the City Council approve the Planned Development Plan and Vesting Tentative Tract Map 8494 to allow a 10-lot subdivision for the construction of 10 single-family home at 37256 Magnolia Street, 37280 Magnolia Street and 6849 Baine Avenue.

Attachments – Resolutions (2)

Ordinance

Exhibit A Plan Set

Exhibit B Environmental Noise Study and Vibration Study

Exhibit C Meeting Presentation

Action – It is recommended that the City Council:

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

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF CITY OF NEWARK APPROVING P-18-34, A PLANNED DEVELOPMENT PLAN TO ALLOW FOR A 10-LOT SUBDIVISION FOR THE CONSTRUCTION OF 10 SINGLE-FAMILY HOMES LOCATED AT 37256 MAGNOLIA STREET, 37280 MAGNOLIA STREET AND 6849 BAINE AVENUE (ASSESSOR PARCEL NUMBERS 92-61-12-1, 92-61-12-2 and 92-61-11)

WHEREAS, GoldSilverIsland Homes LLC has filed with the City of Newark an application for a Planned Development Plan to allow a 10-lot subdivision for the construction on ten single-family homes at 37256 Magnolia Street, 37280 Magnolia Street and 6849 Baine Avenue; and

WHEREAS, pursuant to Newark Zoning Code Section 17.31.060, a public hearing notice was published in The Tri City Voice on January 8, 2019 and mailed as required, and the City Council held a public hearing on said application at 7:30 p.m. on January 24, 2019 at the City Administration Building, 37101 Newark Boulevard, Newark, California; and

WHEREAS, pursuant to Chapter 17.12 (Planned Development Overlay District), Section 17.12.060 (Required Findings) of Newark Zoning Code, the City Council hereby makes the following findings:

- A. The proposed development is consistent with the General Plan and any applicable specific plan, including the density and intensity limitations that apply;
- B. Adequate transportation facilities and public services exist or will be provided in accordance with the conditions of development plan approval, to serve the proposed development; and the approval of the proposed development will not result in a reduction of traffic levels of service or public services so as to be a detriment to public health, safety, or welfare;
- C. The proposed development will not have a substantial adverse effect on surrounding land uses and will be compatible with the existing and planned land use character of the surrounding area;
- D. The development generally complies with applicable adopted design guidelines;
- E. The proposed development is demonstratively superior to the development that could occur under the standards applicable to the underlying base district, and will achieve superior community design, environmental preservation and/or substantial public benefit.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby approve this application as shown on Exhibit A, pages 1 through 21, subject to compliance with the following conditions:

- a. All applicable conditions listed in City Council Resolution No. _____, dated January 24, 2019, recommending approval of TTM-18-35, a Vesting Tentative Tract Map 8494 to allow a 10-lot subdivision for the construction on ten single-family homes at 37256 Magnolia Street, 37280 Magnolia Street and 6849 Baine Avenue.
- b. If any condition of this Planned Development Plan is declared invalid or unenforceable by a court of competent jurisdiction, this planned unit development shall terminate and be of no force and effect, at the election of the City Council.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF CITY OF NEWARK APPROVING TTM-18-35, VESTING TENTATIVE TRACT MAP 8494 TO ALLOW FOR A 10-LOT SUBDIVISION FOR THE CONSTRUCTION OF 10 SINGLE-FAMILY HOMES LOCATED AT 37256 MAGNOLIA STREET, 37280 MAGNOLIA STREET AND 6849 BAINE AVENUE (ASSESSOR PARCEL NUMBERS 92-61-12-1, 92-61-12-2 and 92-61-11)

WHEREAS, GoldSilverIsland Homes LLC has submitted TTM-18-35, Vesting Tentative Tract Map 8494, to the City of Newark with subdivision and zoning variances covered by P-18-34, a Planned Development (PD) Overlay District and PD Plan, to allow a 10-lot subdivision for the construction on 10 single-family homes at 37256 Magnolia Street, 37280 Magnolia Street and 6849 Baine Avenue; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby approve TTM-18-35, Tentative Tract Map 8494 covered by PD Overlay District and a PD Plan, P-18-34, as shown on Exhibit A, pages 1 through 21 and made part hereof by reference, subject to the following conditions:

Planning Division

- a. All lighting shall be directed on-site so as not to create glare off-site, as required by the Community Development Director.
- b. Construction site trailers and buildings located on-site shall be used for office and storage purposes only, 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.
- c. 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).
- d. AC units shall not be placed in front or street side yard and if placed in any other location that makes it visible to public view, shall be properly screened with solid material.
- e. 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 clean-up. Graffiti removal/repainting and site cleanup shall occur on a continuing, as needed basis. Any vehicle or portable building brought on the site during construction shall remain graffiti

- free.
- f. 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.
 - g. Prior to the issuance of a building permit, any change to the elevations submitted by the applicant as part of this application shall be reviewed and approved by the Community Development Director. Any minor changes shall be submitted for the review and approval of the Community Development Director to assure consistency with the approved project.
 - h. Prior to the issuance of a building permit, any change to the floor plans as submitted by the applicant as part of this application shall be reviewed and approved by the Community Development Director. Any minor changes shall be submitted for the review and approval of the Community Development Director to assure consistency with the approved project.
 - i. Prior to the issuance of a building permit, the roof material as submitted by the applicant as part of this application shall be reviewed and approved by the Community Development Director. 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.
 - j. Prior to the issuance of a building permit, the project shall be submitted for the review and approval of Republic Services and the Community Development Director, in that order. The appropriate garbage, refuse and recycling service shall be approved prior to the issuance of a Certificate of Occupancy, as required by the Community Development Director. No refuse, garbage or recycling shall be stored outdoors except within the approved trash and recycling containers.
 - k. Prior to the issuance of a building permit, a screening design shall be submitted to and approved by the Community Development Director. Roof equipment shall not be visible from public streets. All equipment shall be fully screened within the context of the building's architecture, as approved by the Community Development Director. Said screening design shall be maintained to the satisfaction of the Community Development Director. The building owner shall paint the roof equipment and the inside of its screening wall within the context of the building's color scheme and maintain the painted areas to the Community Development Director's satisfaction.
 - l. The applicant shall carry out mitigation measures as outlined in the "Environmental Noise and Ground-Borne Rail Vibration Assessment" (as included in Exhibit B) related

to building improvements.

- m. 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.
- n. There shall be no Accessory Dwelling Units (including Standard Accessory Dwelling Units or Junior Accessory Dwelling Units) allowed, unless specifically approved by the City Council.
- o. There shall be no short term rentals allowed.
- p. Prior to their installation, mailbox locations and designs shall be approved by the Community Development Director and Newark Postmaster, in that order. The mailbox compartments of centralized mailboxes shall identify the individual dwelling units with permanent, easily legible lettering.
- q. The garages shall only be used for automobile parking and not for storage.
- r. Prior to the issuance of a Certificate of Occupancy, roll-up garage doors with automatic garage door openers shall be provided for each unit.
- s. Prior to final inspection and utility release for each unit, the applicant shall pre-wire each unit for satellite and cable television connections, as required by the Community Development Director. The exterior connections for the pre-wire shall be made to the roof and not on the side elevation walls of the units.
- t. Prior to the issuance of a sign permit, all signs, other than those referring to construction, sale, or future use of this site, shall be submitted for the review and approval of the Community Development Director.
- u. 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.
- v. Parking lot cleaning with sweeping or vacuum equipment shall not be permitted between 7:00 p.m. and 7:00 a.m.
- w. Prior to the issuance of a Building Permit, the developer shall pay the following fees, in

the amount in effect at the time, Park impact fee (currently \$25,700 per unit); Public Safety impact fee (currently \$3,548 per unit); Community Services/Facilities impact fee (currently \$2,376 per unit); Transportation impact fee (currently \$5,113 per unit) ; Housing impact fee (currently \$20.60 per sq.ft. for the first 1,000 sq. ft. and \$8.25 per sq.ft. above 1,000 sq.ft.); Art in Public Places and Private Development (currently \$270 per unit) and Community Development Maintenance fee (currently 0.5% construction value).

- x. Prior to the submittal for building permit review, all conditions of approval for this project, as approved by the City Council, shall be printed on the plans.

Engineering Division

- y. The development will require approval of a final tract map filed in accordance with the State Subdivision Map Act and the City of Newark Subdivision Ordinance. The final map must be approved prior to the issuance of any building permits.
- z. The developer shall abandon 8-feet of public right-of-way along the Magnolia Street, Baine Avenue, and Olive Street rights-of-way with the filing of the required final map. The abandonment shall create a full street right-of-way width of 72 feet along the Magnolia Street, Baine Avenue, and Olive Street frontages. Any plats or legal descriptions required for the abandonment shall be provided by the project land surveyor or civil engineer at the request of the City Engineer.
- aa. The final map shall dedicate a 8-foot wide public utility easement adjacent to the new Magnolia Street, Baine Avenue, and Olive Street rights-of-way line as required by the City Engineer.
- bb. Prior to approval of the final map, the developer shall guarantee all necessary street improvements adjoining the development in accordance with tract improvement plans to be approved by the City Engineer. Tract improvement plans shall be submitted to the City Engineer to ensure that such improvements are designed and constructed to City Standards. These plans must be prepared by a qualified person licensed by the State of California to do such work. Street improvements shall include, but may not be limited to driveway access, public sidewalks, curb and gutter removal and replacement, frontage landscaping, pavement removal and replacement, pavement slurry seal, pavement 2-inch grind and overlay, replacement or repair of existing damaged public improvements, street lighting, undergrounding existing overhead utilities, relocation of existing signage, pavement striping, accessible curb ramp upgrades/removals, and other related improvements.
- cc. Prior to the issuance of the initial grading or any building permits for this project, the developer shall submit a Storm Water Pollution Prevention Plan for the 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 Storm Water Quality Best Management Practices Handbook for Construction Activities. 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 capture device maintenance, trash and litter control, pavement sweeping, periodic storm water inlet cleaning, landscape controls for fertilizer and pesticide applications, labeling of storm water inlets with a permanent thermoplastic stencil with the wording “No Dumping - Drains to Bay,” and other applicable practices.

- dd. The project must be designed to include appropriate source control, site design, and stormwater treatment measures to prevent stormwater runoff pollutant discharges and increases in runoff flows from the site in accordance with Provision C.3 of the Municipal Regional Stormwater NPDES Permit (MRP), Order R2-2015-0049, revised November 19, 2015, issued to the City of Newark by the Regional Water Quality Control Board, San Francisco Bay Region. Examples of source control and site design requirements include but are not limited to: properly designed trash storage areas, sanitary sewer connections for all non-stormwater discharges, minimization of impervious surfaces, and treatment of all runoff with Low Impact Development (LID) treatment measures. A properly engineered and maintained biotreatment system will only be allowed if it is infeasible to implement other LID measures such as harvesting and re-use, infiltration, or evapotranspiration. The stormwater treatment design shall be completed by a licensed civil engineer with sufficient experience in stormwater quality analysis and design. The design is subject to review by the Regional Water Quality Control Board. The developer shall modify the site design to satisfy all elements of Provision C.3 of the MRP. The use of treatment controls for runoff requires the submittal of a Stormwater Treatment Measures Maintenance Agreement prior to the issuance of any Certificates of Occupancy.
- ee. The project shall be designed to comply with all requirements under Provision C.3.f. of the NPDES permit for limitations on increases of peak storm water runoff discharge rates. The developer shall be responsible for providing sufficient data and calculations to show that any increase in storm water runoff from the development will not result in increased potential for erosion or other significant adverse impacts of earthen channels downstream of the project site. The required analysis for such findings shall be completed by the developer to the satisfaction of the City Engineer and the Regional Water Quality Control Board.
- ff. All stormwater inlets on the project site and in the public right-of-way along the project frontage shall be equipped by full trash capture devices approved by the Regional Water Quality Control Board.
- gg. The developer shall submit detailed grading and drainage plans for review and approval by the City Engineer and the Alameda County Flood Control and Water Conservation

District. These plans must be based upon a City benchmark and need to include pad and finish floor elevations of each proposed structure, proposed on-site property grades, proposed elevations at property line, and sufficient elevations on all adjacent properties to show existing drainage patterns. All on-site 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.

Hydrology and hydraulic calculations shall be submitted for review and approval by the City Engineer and the Alameda County Flood Control District prior to approval of the final map(s). The calculations shall show that the City and County freeboard requirements will be satisfied.

- hh. 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 grading permit is required by the Building Inspection Division prior to starting site grading work.
- ii. The applicant shall submit a detailed soils report prepared by a qualified engineer, registered with the State of California. The report shall address in-situ and import soils in accordance with the City of Newark Grading and Excavation Ordinance, Chapter 15.50. The report shall include recommendations regarding pavement sections for all public and private streets. Grading operations shall be in accordance with recommendations contained in the soils report and shall be completed under the supervision of an engineer registered in the State of California to do such work.
- jj. Prior to approval of the final map, 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 incorporate the program into the required Storm Water Pollution Prevention Plan and Storm Water Treatment Measures Maintenance Agreement.
- kk. Prior to issuance of a Certificate of Occupancy or release of utilities for any building, 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 5.0 and striped as shown on the approved site plan.
- ll. 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.
- mm. The developer shall incorporate a Homeowner's Association consisting of all property

owners of lands in the development at the time of incorporation and in the future for the purpose of maintaining the association's property, common drive aisles, parking facilities, stormwater treatment facilities, and landscaping, including landscaping in adjacent public rights-of-way, and for paying for security lighting, any common garbage collection services, any security patrol services, if provided, and other functions of a Homeowner's Association. All common areas within the development shall be owned and maintained by the Homeowner's Association. Each property owner shall automatically become a member of the association and shall be subject to a proportionate share of the maintenance expenses. The Homeowner's Association shall be incorporated prior to the sale of any individual lots and/or prior to acceptance of tract improvements, whichever occurs first.

- mn. Prior to City Council approval of the final map(s), the bylaws governing the property owners' association(s) and any declaration of covenants, conditions and restrictions (CC&Rs) filed for this development shall be reviewed and approved by the City Council at its discretion after mandatory review and recommendations by the City Attorney. Said covenants, conditions and restrictions shall be prominently displayed in the project sales office at all times. Approval of the covenants, conditions and restrictions shall not make the City a party to enforcement of same. The CC&Rs shall apply equally to both owners and renters. The CC&Rs shall be written to require renters to comply with the regulations of the CC&Rs, and a copy of the CC&Rs shall be given to each renter. The CC&Rs shall be written to allow less than a majority of owners to have pavement or landscape maintenance done and the cost thereof assessed to all owners in the project. The CC&Rs shall include a pavement maintenance program for on-site pavement.
- oo. The Homeowner's Association CC&Rs shall prohibit the on-site parking of non-self-propelled recreational vehicles, including boats, and any self-propelled recreational vehicles not used for transportation unless separate storage facilities are provided. The CC&Rs shall regulate the provision of any on-site parking of self-propelled recreational vehicles used for transportation.
- pp. The developer shall also assist the Homeowner's Association by having a management consultant firm review the maintenance and operating functions of the association. The management consulting firm shall be responsible to prepare a written report with recommendations to the association for managing the association's obligations and setting initial monthly assessment costs for each lot in the development. Membership and assessment cost shall be mandatory for all property owners of property in the development and shall run with the land. The developer shall pay all costs of incorporation and initial management review and reports.
- qq. The Homeowner's Association shall be responsible for trash and litter control and sweeping of all private streets within the development. All private storm drain systems and all associated trash capture devices shall be cleaned on a regularly scheduled basis as detailed in the required Stormwater Treatment Measures Maintenance Agreement.

- rr. The Homeowner's Association shall be required to contract with a professional management firm to handle all necessary maintenance operations. Documentation of such contract shall be submitted to the City of Newark. All commonly owned facilities shall be properly maintained in a manner consistent with the CC&Rs and project requirements.
- ss. All existing overhead utilities within the development and along the fronting Magnolia Street, Baine Avenue, and Olive Street shall be undergrounded to the nearest riser beyond the development's limits in accordance with the City of Newark Subdivision Standards. Undergrounding shall include all existing and proposed service drops.
- tt. All new utilities including, but not limited to, electric, telephone and cable television services shall be provided underground for all buildings in the development in accordance with the City of Newark Subdivision Standards. Electrical transformers shall be installed in underground vaults with an appropriate public utility easement or within the public right-of-way.
- uu. The joint trench plan shall be submitted by the applicant with the first tract improvement plan check and approved prior to final map approval.
- vv. 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 Magnolia Street, Baine Avenue, and Olive Street unless the affected area is scheduled for a pavement overlay concurrent with site development.
- ww. The developer shall request Pacific, Gas & Electric Co. to commence with the design of the underground utility improvements for the proposed development immediately following approval of the tentative map.
- xx. The developer shall repair and/or replace any damaged public improvements along the Magnolia Street, Baine Avenue, and Olive Street rights-of-way and private improvements along the exterior boundary of the site to the satisfaction of the City Engineer.
- yy. Prior to the issuance of a building permit, the applicant shall submit a photometric plan to determine the need for a street light on Baine Avenue at the midpoint between Magnolia Street and Olive Street.
- zz. The developer shall comply with the recommendations and requirements of the sound study required by the City of Newark Planning Division.
- aaa. The developer shall upgrade the existing curb ramp at the corner of Olive Street and Baine Avenue in accordance with Curb Ramp Detail No. A88A from the Caltrans standard Plans, dated May 2016 and remove the existing curb ramp at the corner of Magnolia Street and Baine Avenue.

- bbb. The applicant shall obtain approval of the project geotechnical report from the City of Newark selected peer review consultant prior to the first submittal of the tract improvement plans and final map. The tract improvement plans must reflect the all recommendations in the approved project geotechnical report.
- ccc. 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 removed tracked dirt and debris from adjacent streets.
- ddd. The developer shall implement the following measures for the duration of all construction activity to minimize air quality impacts:
 - 1. Watering should be used to control dust generation during demolition of structures and break-up of pavement.
 - 2. All trucks hauling demolition debris from the site shall be covered.
 - 3. Dust-proof chutes shall be used to load debris into trucks whenever feasible. Watering should be used to control dust generation during transport and handling of recycled materials.
 - 4. All active construction areas shall be watered at least twice daily and more often during windy periods; active areas adjacent to the existing land uses shall be kept damp at all times or shall be treated with non-toxic stabilizers or dust palliatives.
 - 5. All trucks hauling soil, sand, and other loose materials shall be covered or require all trucks to maintain at least 2 feet of freeboard.
 - 6. All unpaved access roads, parking areas, and staging areas at construction sites shall be paved, watered three times daily, or treated with (non-toxic) soil stabilizers.
 - 7. All paved access roads, parking areas, and staging areas at construction sites shall be swept daily with water sweepers; water sweepers shall vacuum up excess water to avoid runoff-related impacts to water quality.
 - 8. Limit traffic speeds on unpaved roads to 15 mph.
 - 9. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.
 - 10. Replant vegetation in disturbed areas as quickly as possible.
 - 11. Minimize idling time (5 minutes maximum).
 - 12. Maintain properly tuned equipment.

These measures shall be incorporated into the grading specifications as well as the best management practices of the storm water pollution prevention plan, and shall be implemented to the satisfaction of the City Engineer.

- eee. The developer shall provide all required paper and digital submittals of the tentative map, project final map, tract improvement plans, and as-built plans as required by the City Engineer, including, but not necessarily limited to the following: (1) One full-sized reproducible copy and one reduced reducible copy of the approved tentative map; (2) Two electronic copies of the approved final map and improvement plans in a format

approved by the City Engineer; (3) One full-sized mylar copy and one reduced copy of the recorded final map; (4) One reproducible set and four blue-line or photocopied sets of the approved tract improvement plans; (5) Two electronic copies and one mylar set of the as-built tract improvement plans. All digital copies of the final map and improvement plans shall be prepared in accordance with Southern Alameda County GIS Authority digital submittal standards. A deposit of \$5,000 shall be provided by the developer to the City to ensure submittal of all required documentation.

- fff. The plans submitted for construction must be drawn to an appropriate scale as required by the City Engineer.

Landscape Division

- ggg. Concurrent with the final map, the developer shall dedicate a minimum 5-foot wide landscape easement along the Magnolia Street, Baine Avenue, and Olive Street frontages of the project adjacent to the new right-of-way limit.
- hhh. Prior to approval of the final map, the developer shall enter into a Landscape Maintenance Agreement to ensure the perpetual maintenance of all landscaping along the property frontage and within the public right-of-way between the back of curb and sidewalk. This agreement shall be transferred to the Homeowners Association and incorporated into the project CC&Rs.
- iii. The developer shall retain a licensed landscape architect to prepare detailed landscape plans for construction in accordance to with City of Newark requirements and the State of California Model Water Efficient Landscape Ordinance. The associated Landscape Documentation Package must be approved by the City Engineer prior to final map approval.
- jjj. The developer shall retain a licensed landscape architect to prepare working drawings for landscape plans in accordance with City of Newark requirements. All landscape plans are subject to the review and approval of the City Engineer.
- kkk. Landscape construction plans shall be developed in accordance with Newark Municipal Code Section 15.44.080 related to Bay Friendly Landscaping Practices and City of Newark standard details. All landscaping materials selected for landscape-based stormwater treatment measures shall be consistent with the recommendations in the Alameda Countywide Clean Water Program C.3 Technical Guidance Manual.
- lll. Landscape and irrigation design of the project shall comply with Chapter 17.21 of the New City of Newark Zoning Ordinance dated January 25, 2018.
- mmm. This project is subject to all applicable requirements of the State of California's Model Water Efficient Landscape Ordinance. The landscape design plan package, including the design plans, shall include all applicable requirements specified in this ordinance.

- nnn. 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.
- ooo. 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.
- ppp. 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.

Fire Division

- qqq. Each house shall be provided with a NFPA 13D automatic fire sprinkler Systems.

Building Division

- rrr. Construction for this project, including site work and all structures, can occur only between the hours of 8:00 AM and 7:00 PM, Monday through Saturday and between the hours of 10:00 AM and 6:00 PM on Sundays and holidays. The applicant may make a written request to the Building Official for extended 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 hours/days, the time duration of the request, the proximity to residential neighborhoods and input by affected neighbors. All approvals will be done so in writing.
- sss. Each building shall be equipped with a fully automatic fire sprinkler system.
- ttt. This project will require a demolition permit from both the City and the Bay Area Air Quality Control Board.
- uuu. This project will require the payment of school developer fees. School developer fees are assessed and collected by the Newark Unified School District

Police Division

- vvv. The development shall comply with Chapter 15.06, Security Code, of the Newark Municipal Code and Section 5.10 of the California Fire Code for radio reception.

www. Housing numbers should be well placed, illuminated and easily recognizable for first responders.

General

- xxx. 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 applicant shall pay the prevailing fee for each additional separate submittal of project exhibits requiring Planning Commission and/or City Council review and approval.
- yyy. If any condition of this Vesting Tentative Tract Map be declared invalid or unenforceable by a court of competent jurisdiction, this Vesting Tentative Tract Map shall terminate and be of no force and effect, at the election of the City Council on motion.
- zzz. The applicant 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.
- aaaa. In the event that any person should bring an action to attack, set aside, void or annul the City's approval of this application, the applicant shall defend, indemnify and hold harmless the City and/or its agents, officers and employees from any claim, action, or proceeding against the City and/or its agents, officers and employees with separate counsel reasonably selected by the City and reasonably approved by the applicant. Applicant's obligation to defend, indemnify and hold harmless the City and/or its agents, officers and employees shall be subject to the City's compliance with Government Code Section 66474.9.
- bbbb. 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 applicant is hereby further notified that the 90-day approval period in which the applicant may protest these fees, dedications, reservations and other exactions, pursuant to Government Code Section 66020(a), has begun. If the applicant fails to file a

protest within this 90-day period complying with all of the requirements of Section 66020, the applicant will be legally barred from later challenging such exactions.

ORDINANCE NO.

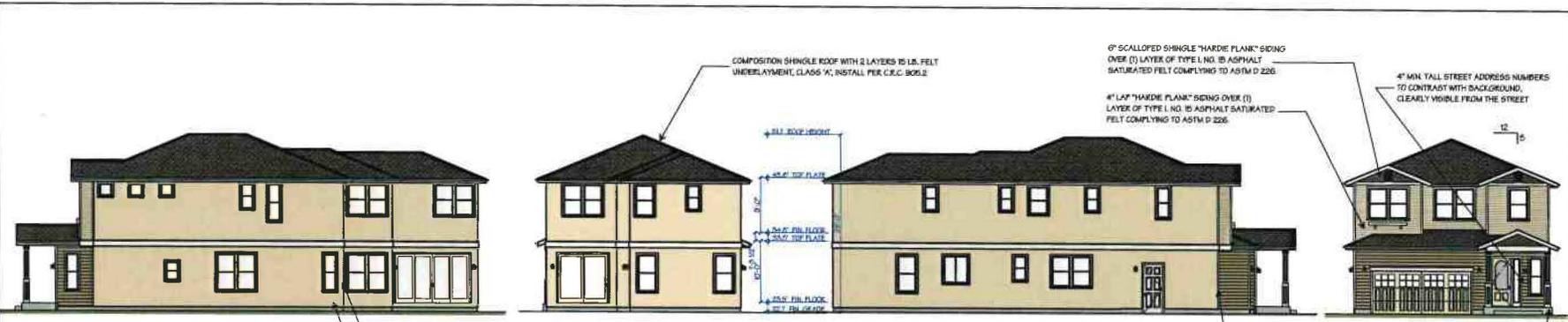
ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK ESTABLISHING A PLANNED DEVELOPMENT OVERLAY DISTRICT AT 37256 MAGNOLIA STREET, 37280 MAGNOLIA STREET AND 6849 BAINE AVENUE (ASSESSOR PARCEL NUMBERS 92-61-12-1, 92-61-12-2 and 92-61-11)

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

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

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

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



RIGHT ELEVATION

7/8" (5) COAT STUCCO OVER METAL LATH OVER (2) LAYERS GRADE "D" BUILDING PAPER. (PER C.R.C. 703.6)

26 GA. GALV. WEEP SCREED, 4" MIN. ABOVE GRADE, 2" MIN. ABOVE CONCRETE (TYP.) PER C.R.C. R703.6.2.1

REAR ELEVATION

LEFT ELEVATION

FRONT ELEVATION

COMPOSITION SHINGLE ROOF WITH 2 LAYERS 15 LB. FELT UNDERLAYMENT, GLASS 'X', INSTALL PER C.R.C. 802.2

6" SCALLOPED SHINGLE "HARDIE PLANK" SIDING OVER (1) LAYER OF TYPE I, NO. 15 ASPHALT SATURATED FELT COMPLYING TO ASTM D 226.

4" LAP "HARDIE PLANK" SIDING OVER (1) LAYER OF TYPE I, NO. 15 ASPHALT SATURATED FELT COMPLYING TO ASTM D 226.

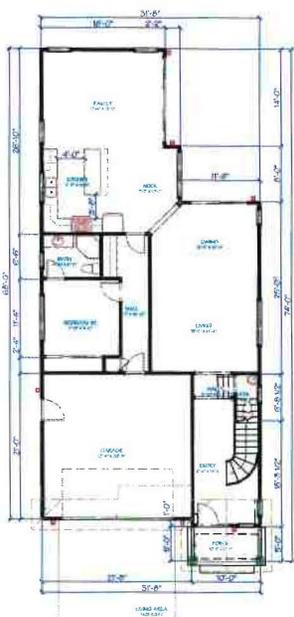
4" MIN. TALL STREET ADDRESS NUMBERS TO CONTRAST WITH BACKGROUND, CLEARLY VISIBLE FROM THE STREET

10" DUTCH LAP "HARDIE PLANK" SIDING OVER (1) LAYER OF TYPE I, NO. 15 ASPHALT SATURATED FELT COMPLYING TO ASTM D 226.

STONE VENEER BY "CULTURED STONE" INSTALL PER MANUFACTURER'S INSTRUCTIONS (DOKALAMERICA.COM/STONE)



SECOND FLOOR PLAN



FIRST FLOOR PLAN

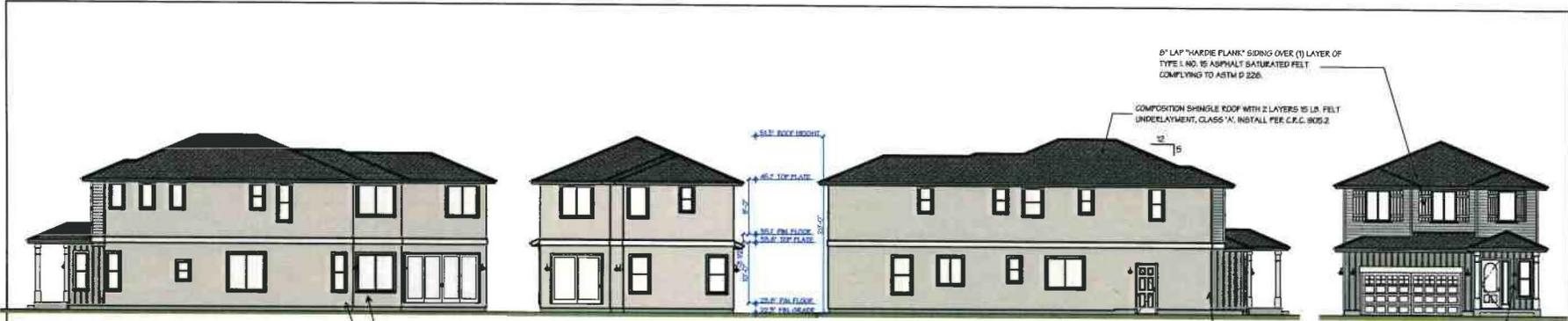


REVISIONS	BY
PLANNING 12-18	
PLANNING 11-18	

HOMETEC ARCHITECTURE, INC.
 RICHARD A. HARTMAN, AIA
 415 NORTH FIRST STREET, SAN JOSE, CA 95112

10 NEW HOMES FOR:
GoldSilverIsland Homes, LLC
 37280 MAGNOLIA STREET, NEWARK, CA 94660

Date	8-1-18
Scale	1/8" = 1'-0"
Drawn	RAM
Job	18-002
Sheet	A-5
of	5 Sheets



RIGHT ELEVATION

REAR ELEVATION

LEFT ELEVATION

FRONT ELEVATION

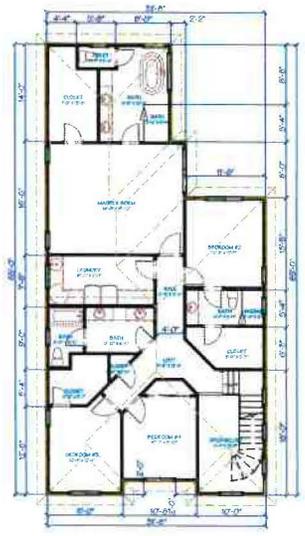
1/8" (3) COAT STUCCO OVER METAL LATH OVER (2) LAYERS GRADE 1" BUILDING PAPER (PER C.E.C. 705.6)
 26 GA. GALV. WEEP SCREED, 4" MIN. ABOVE GRADE, 2" MIN ABOVE CONCRETE. (TYP.) PER C.E.C. 705.6.2.1

6" LAP "HARDIE PLANK" SIDING OVER (1) LAYER OF TYPE I NO. 15 ASPHALT SATURATED FELT COMPLYING TO ASTM D 226.

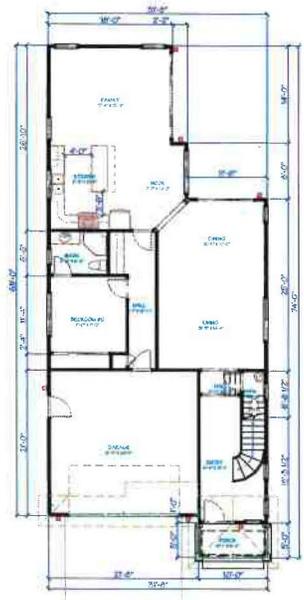
COMPOSITION SHINGLE ROOF WITH 2 LAYERS 15 LB. FELT UNDERLAYMENT, CLASS 'A'. INSTALL PER C.E.C. 905.2

BOARD & BATT, "HARDIE PLANK" SIDING OVER (1) LAYER OF TYPE I NO. 15 ASPHALT SATURATED FELT COMPLYING TO ASTM D 226.

4" MIN. TALL STREET ADDRESS NUMBERS TO CONTRAST WITH BACKGROUND, CLEARLY VISIBLE FROM THE STREET



SECOND FLOOR PLAN



FIRST FLOOR PLAN



REVISIONS	BY
PLANNING 10-18	
PLANNING 11-5-18	

HOMETEC
 ARCHITECTURE, INC.
 RICHARD A. HARTMAN, AIA.
 615 NORTH FIRST STREET, SAN JOSE, CA 95112

10 NEW HOMES FOR:
GoldSilverland Homes, LLC
 57290 MAGNOLIA STREET, NEWARK, CA 94660

Date: 8-1-18
 Scale: 1/8" = 1'-0"
 Drawn: R.A.H.
 Job: 18-002
 Sheet: **A-6**
 of 6 Sheets



RIGHT ELEVATION

7/8" (2) COAT STUCCO OVER METAL LATH OVER (2) LAYERS GRADE "D" BUILDING PAPER. (PER C.C.C. 703.6)
 26 GA. GALV. WEEP SCREED, 4" MIN. ABOVE GRADE, 2" MIN ABOVE CONCRETE (TT) PER C.C.C. 703.6.2)



REAR ELEVATION



LEFT ELEVATION

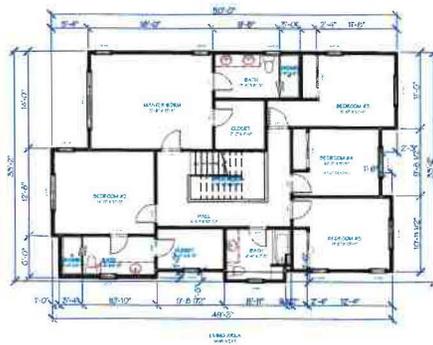
4" MIN TALL STREET ADDRESS NUMBERS TO CONTRAST WITH BACKGROUND. CLEARLY VISIBLE FROM THE STREET

COMPOSITION SHINGLE ROOF WITH 2 LAYERS 15 LB. FELT UNDERLAYMENT, CLASS 'A', INSTALL PER C.C.C. 905.2



FRONT ELEVATION

8" "HARDIE PLANK" SIDING OVER (1) LAYER OF TYPE I NO. 15 ASPHALT SATURATED FELT COMPLYING TO ASTM D 226.



SECOND FLOOR PLAN



FIRST FLOOR PLAN



REVISIONS	BY
PLANNING	
PLANNING	
PLANNING	

HOMETEC
 ARCHITECTURE, INC.
 RICHARD A. HARTMAN, A.L.A.
 415 NORTH FIRST STREET, SAN JOSE, CA 95112
 Home: 408/261-0100
 Fax: 408/261-0101
 Email: rhartman@hometec.com

10 NEW HOMES FOR:
GoldSilverland Homes, LLC
 37250 MAGNOLIA STREET, NEWARK, CA. 94660

Date: 8-1-10
 Scale: 1/8" = 1'-0"
 Drawn: RAH
 Job: 10-002
 Sheet: A-9
 of 10 Sheets



RIGHT ELEVATION

REAR ELEVATION

LEFT ELEVATION

FRONT ELEVATION

7/8" (3) COAT STUCCO OVER METAL LATH OVER (2) LAYERS GRADE 1" BUILDING PAPER. (PER C.R.C. 703.6)

26 GA. GALV. WEEP SCREED, 4" MIN. ABOVE GRADE, 2" MIN ABOVE CONCRETE (TYP.) PER C.R.C. 703.6.2)

SHINGLE "HARDIE PLANK" SIDING OVER (1) LAYER OF TYPE I NO. 15 ASPHALT SATURATED FELT COMPLYING TO ASTM D 226.

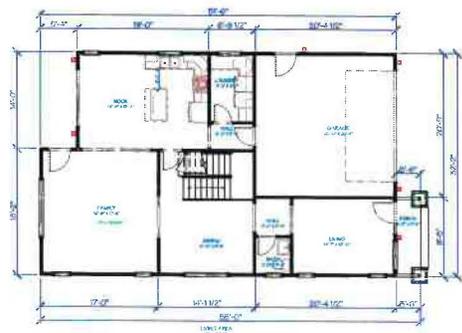
COMPOSITION SHINGLE ROOF WITH 2 LAYERS 15 LB. FELT UNDERLAYMENT, CLASS 'K', INSTALL PER C.R.C. 805.2

4" MIN. TALL STREET ADDRESS NUMBERS TO CONTRAST WITH BACKGROUND, CLEARLY VISIBLE FROM THE STREET

STONE VENEER BY "CULTURED STONE" INSTALL PER MANUFACTURER'S INSTRUCTIONS (DORLAMERICA.COM/STONE)



SECOND FLOOR PLAN



FIRST FLOOR PLAN

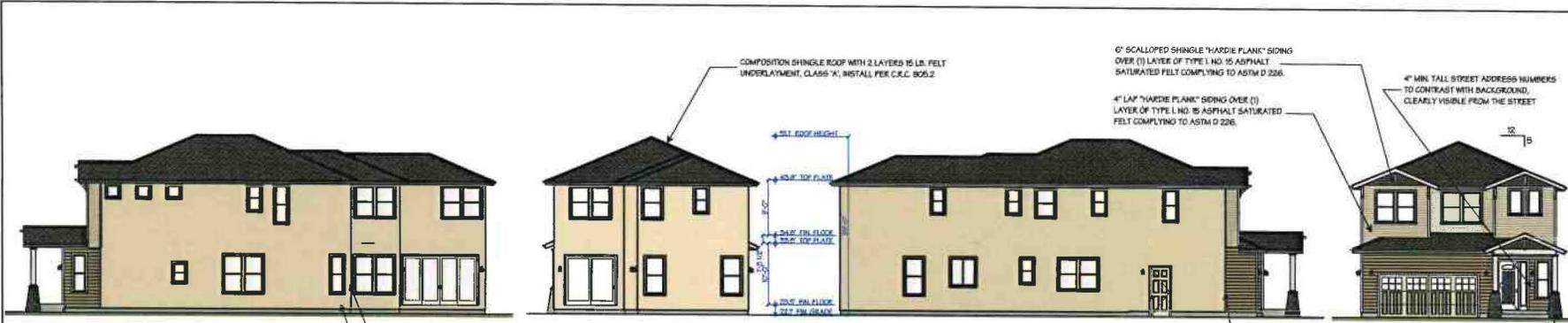


REVISIONS	BY
PLANNING	10-1-18
PLANNING	11-5-18

HOMETEC
 ARCHITECTURE, INC.
 RICHARD A. BARTMAN, A.I.A.
 615 NORTH FIRST STREET, SAN JOSE, CA 95112
 408.438.8888
 HomeTecArch.com

10 NEW HOMES FOR:
GoldSilverland Homes, LLC
 37280 MAGNOLIA STREET, NEWARK, CA 94660

Date: 8-1-18
 Scale: 1/8" = 1'-0"
 Drawn: KAH
 Job: 18-002
 Sheet: **A-10**
 of: Sheets



RIGHT ELEVATION

7/8" (5) COAT STUCCO OVER METAL LATH OVER (2) LAYERS GRADE 10" BUILDING PAPER (PER C.R.C. 705.6)
 26 GA. GALV. WEEP SCREED, 4" MIN. ABOVE GRADE, 2" MIN ABOVE CONCRETE (TYP) PER C.R.C. 705.6.21

REAR ELEVATION

COMPOSITION SHINGLE ROOF WITH 2 LAYERS IS LB. FELT UNDERLAYMENT, CLASS 'A', INSTALL PER C.R.C. 805.2

LEFT ELEVATION

6" SCALLOPED SHINGLE "HARDIE PLANK" SIDING OVER (1) LAYER OF TYPE I, NO. 15 ASPHALT SATURATED FELT COMPLYING TO ASTM D 226.

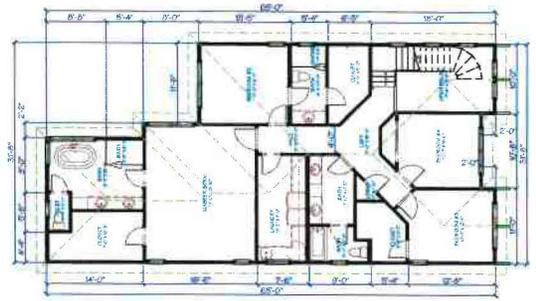
4" LAP "HARDIE PLANK" SIDING OVER (1) LAYER OF TYPE I, NO. 15 ASPHALT SATURATED FELT COMPLYING TO ASTM D 226.

4" MIN TALL STREET ADDRESS NUMBERS TO CONTRAST WITH BACKGROUND, CLEARLY VISIBLE FROM THE STREET

FRONT ELEVATION

10" DUTCH LAP "HARDIE PLANK" SIDING OVER (1) LAYER OF TYPE I, NO. 15 ASPHALT SATURATED FELT COMPLYING TO ASTM D 226.

STONE VENEER BY "CULTURED STONE" INSTALL PER MANUFACTURER'S INSTRUCTIONS (DOKALAMERICA.COM/STONE)



SECOND FLOOR PLAN



FIRST FLOOR PLAN



REVISIONS	BY
PLANNING	15-10-18
PLANNING	11-5-18

HOMETEC
 ARCHITECTURE, INC.
 RICHARD A. HARTMAN
 AIA
 419 NORTH FIRST STREET, SAN JOSE, CA 95112
 www.hometec.com

10 NEW HOMES FOR:
GoldSilverland Homes, LLC
 37280 MAGNOLIA STREET, NEWARK, CA 94660

Date: 8-1-18
 Scale: 1/8" = 1'-0"
 Drawn: KAH
 Job: 18-002

Sheet: **A-11**
 of Sheets

Ap12

LOT #10

REVISIONS	BY
PLANNING	
DESIGN	
PERMITS	
DATE	

HOMETEC
 ARCHITECTURE, INC.
 419 NORTH FIRST STREET, SAN JOSE, CA 95112
 RICHARD A. HARTMAN
 AIA
 415-938-2000
 rhartman@hometec.com

10 NEW HOMES FOR
GoldSilverland Homes, LLC
 3720 MAGNOLIA STREET, NEWARK, CA 94560

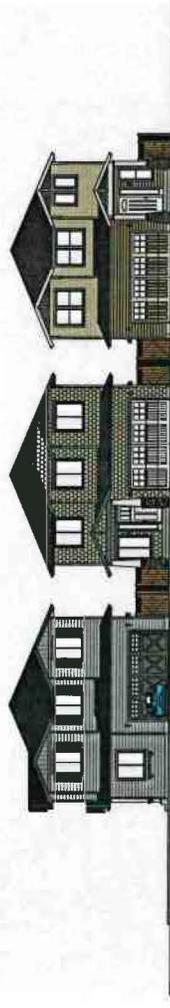
Date	0-1-18
Scale	1/8" = 1'-0"
Drawn	RKH
JOB	18-002
Sheet	A-12
of	20



MAGNOLIA STREET



BAIN AVENUE



OLIVE STREET

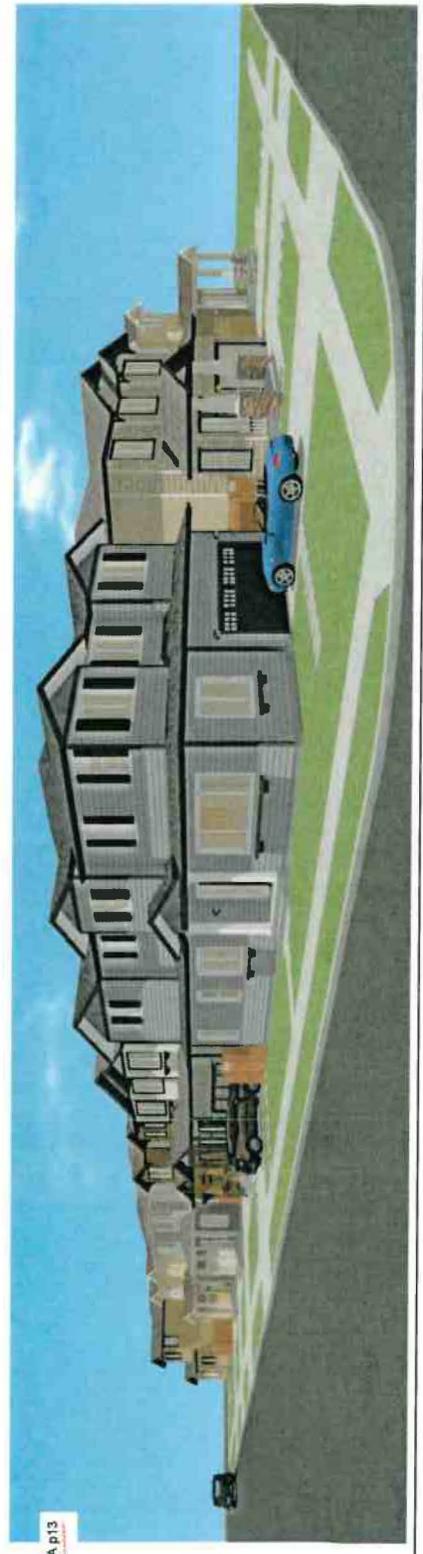
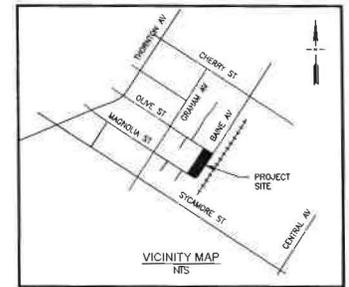


EXHIBIT A p13

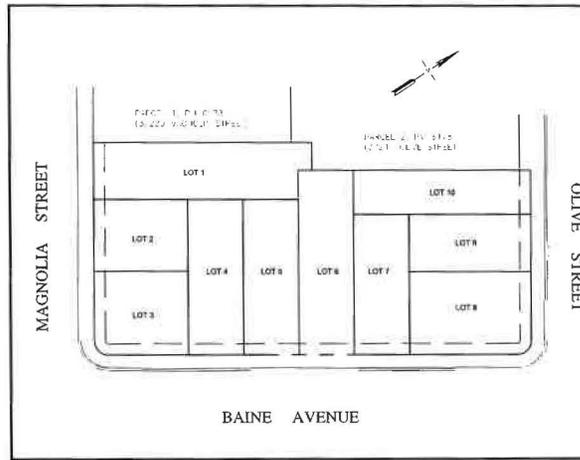
VESTING TENTATIVE TRACT MAP 8494 FOR A 10-LOT SUBDIVISION

37280 MAGNOLIA STREET
CITY OF NEWARK, ALAMEDA COUNTY, CA
NOVEMBER 2018



ABBREVIATION	
A.B.	AGGREGATE BASE
AC	ASPHALT CONCRETE
AD	AREA DRAIN
BC	BEGINNING OF CURVE
BM	BENCHMARK
BOW	BACK OF SIDEWALK
BW	BOTTOM OF WALL
CB	CATCH BASIN
C&G	CURB AND GUTTER
CL	CENTER LINE
CO	CLEAN OUT
CONC	CONCRETE
CT	CUBIC YARD
DI	DROP INLET
D.I.P.	DUCTILE IRON PIPE
D/W	DRIVEWAY
EA	EACH
EC	END OF CURVE
EL	ELEVATIONS
EG	EXISTING GROUND ELEVATION
EP	EDGE OF PAVEMENT
EX./E	EXISTING
FF	FINISHED FLOOR
FG	FINISHED GRADE (GROUND)
FS	FINISH SURFACE (PAVEMENT)
FH	FIRE HYDRANT
FL	FLOW LINE
GB	GRADE BREAK
GE	GROUND ELEVATION (CURRENT)
HORIZ	HORIZONTAL
H.P.	HIGH POINT
INV	INVERT ELEVATION
J.B.	JUNCTION BOX
JT	JOINT TRENCH
J.P.	JOINT UTILITY POLE
LF	LINEAL FEET
MAX.	MAXIMUM
MIN.	MINIMUM
MON	MONUMENT
(N)	NO.
NO.	NUMBER
N.T.S.	NOT TO SCALE
OG	ORIGINAL GROUND
P.S.E.	PUBLIC SERVICE EASEMENT
P.L.	PROPERTY LINE
P.P.	POWER POLE
P.U.E.	PUBLIC UTILITY EASEMENT
P.V.C.	POLYVINYL CHLORIDE
R	RADIUS
R.C.P.	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
SD	STORM DRAIN
SHT.	SHEET
SPEC.	SPECIFICATION
SS	SANITARY SEWER
STA.	STATION
STD.	STANDARD
TB	TOP OF BASIN
TC	TOP OF CURB
TEMP.	TEMPORARY
TW	TOP OF WALL
TYP.	TYPICAL
V.C.	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VERT.	VERTICAL
WM	WATER METER

LEGEND		DESCRIPTION
EXISTING	PROPOSED	
---	---	DISTINCTIVE BOUNDARY LINE
---	---	LOT LINE
---	---	ADJOURNS LINE
---	---	CENTERLINE
---	---	EASEMENT LINE
---	---	TIE LINE
---	---	EXISTING LOT LINE TO BE REMOVED
S	SS	SANITARY SEWER LINE
SD	SD	STORM DRAIN LINE
W	W	WATER LINE
SL	SL	STREET LIGHT
PS & E	PS & E	PS & E VAULT
WV	WV	WATER VALVE
CB	CB	CURB CATCH BASIN
SMH	SMH	STORM DRAIN MANHOLE
SSM	SSM	SANITARY SEWER MANHOLE
SSCO	SSCO	SANITARY SEWER CLEAN-OUT
BM	BM	BENCHMARK
CL	CL	CONTOUR LINE
FD	FD	FLOW DIRECTION
21.6	21.6	SPOT ELEVATION
MON	MON	MONUMENT
DP	DP	DOWNSPOUT
ORL	ORL	OVERLAND RELEASE
SW	SW	SWALE
CP	CP	CONCRETE PAVING



OVERALL SITE MAP
SCALE: 1"=40'

GENERAL NOTES:

- OWNER/APPLICANT: YING-MING LI (408) 866-3269 yingmingli42@hotmail.com
- CIVIL ENGINEER & LAND SURVEYOR: ROBERT Y. WANG C50541 & L58831 RW ENGINEERING, INC. 505 ALAMEDA DRIVE MULPTAS, CA 95035 (408) 282-1899 rtw@rwengr.com
- APN: 092-0061-012-01, 092-0061-012-02 & 092-0061-011
- EXISTING ZONING: MR- RESIDENTIAL MEDIUM DENSITY
- PROPOSED ZONING: PD- PLANNED DEVELOPMENT OVERLAY DISTRICT
- PROPOSED USE: TEN (10) SINGLE FAMILY RESIDENTIAL UNITS
- WATER: ALAMEDA COUNTY WATER DISTRICT
- STORM & SEWER (ON-SITE): PRIVATE
- STORM (OFF-SITE): CITY OF NEWARK
- SEWER (OFF-SITE): UNION SANITARY DISTRICT
- GAS & ELECTRIC: PG&E
- TELEPHONE: AT&T
- CABLE TV: AT&T
- SOILD WASTE & RECYCLING: REPUBLIC SERVICES
- TOTAL ACREAGE OF PROPOSED SUBDIVISION: 1.04 ACRES+ (45,182 S.F.) AFTER STREET ABANDONMENT 0.93 ACRES (40,494 S.F.) BEFORE STREET ABANDONMENT
- STREET TREE: ONE PER LOT
- STREET NAME: NO NEW STREET NAMES ARE PROPOSED.
- FLOOD ZONE: ZONE X UNSHADED.
- GEOLOGICAL HAZARD ZONE: SEISMIC HAZARD ZONE.
- EXISTING WELLS ON SITE: NONE.
- MAINTENANCE:
1. MAINTENANCE RESPONSIBILITIES FOR STORMWATER TREATMENT FACILITIES AND THE FULL TRASH CAPTURE DEVICE ON OLIVE STREET WILL BE BY THE HOMEOWNER'S ASSOCIATION AND SPELLED OUT IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&R). CC&R'S SHALL BE REVIEWED & APPROVED BY THE CITY PRIOR TO RECORDATION.
 2. MAINTENANCE OF LANDSCAPE PLANTER BETWEEN BACK OF CURB AND FRONT OF SIDEWALK ALONG MAGNOLIA STREET, BAIN AVENUE, AND OLIVE STREET SHALL BE THE RESPONSIBILITY OF HOMEOWNER'S ASSOCIATION.

SHEET INDEX

NO.	COVER SHEET
C-1	LOT PLAN
C-2	PRELIMINARY GRADING & DRAINAGE PLAN
C-3	PRELIMINARY STORMWATER CONTROL PLAN
C-4	PRELIMINARY UTILITY PLAN
L-1	PRELIMINARY LANDSCAPE PLAN
L-2	PROPOSED TREE IMAGES

APPLICABLE STANDARD DETAILS

SD-104	CURB & GUTTER
SD-106-1	DRIVEWAY-TYPE R
SD-108	SEWER/SW
SD-110	ASPHALT PAVING DETAIL
SD-123	ELECTROILER
SD-123	ELECTROILER BASE
SD-201	STREET PLANING DETAIL



SITE BENCHMARK:

SET N.M.
ELEVATION=2627' NAVD 88

BASIS OF BEARINGS:

THE BEARING OF N63.00°16'2" OF THE CENTERLINE OF BAIN AVENUE BETWEEN POINTS INDICATED AS SHOWN ON THIS CERTAIN PARCELS MAP 6178 FILED IN BOOK 138 OF MAPS AT PAGE 38, ALAMEDA COUNTY RECORDS WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS MAP.

PROPOSED SINGLE FAMILY HOMES	
	PROPOSED SINGLE FAMILY HOMES
	DEVELOPMENT STANDARDS RM: Residential Medium Density (L7.07.030)
LOT AND DENSITY STANDARDS	
MINIMUM LOT SIZE (sq ft)	6,000
MINIMUM LOT WIDTH (FT)	60
MINIMUM LOT DEPTH (FT)	100
MINIMUM FRONTAGE ON A PUBLIC STREET (ft)	40
BUILDING FORM AND LOCATION	
MAXIMUM HEIGHT (ft)	75, 35
FRONT	15
INTERIOR SIDE	5
STREET SIDE	8
REAR	10
STANDARD	
LOT COVERAGE, LANDSCAPE, AND OPEN SPACE STANDARDS	
MAXIMUM LOT COVERAGE (% OF LOT)	55
MINIMUM LANDSCAPING (% OF LOT)	25
DISTANCE BETWEEN MAIN STRUCTURES (FEET)	
LOT COVERAGE, LANDSCAPE, AND OPEN SPACE STANDARDS	
MAXIMUM LOT COVERAGE (% OF LOT)	55
MINIMUM LANDSCAPING (% OF LOT)	25
MINIMUM OPEN SPACE (SQ FT PER RESIDENTIAL UNIT)	300

VESTING TENTATIVE TRACT MAP 8494

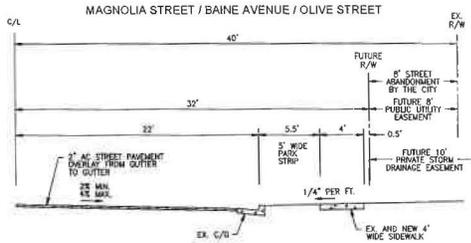
TITLE SHEET
37280 MAGNOLIA STREET
APN: 092-0061-012-01, 092-0061-012-02 & 092-0061-011

PLN: P2018-004

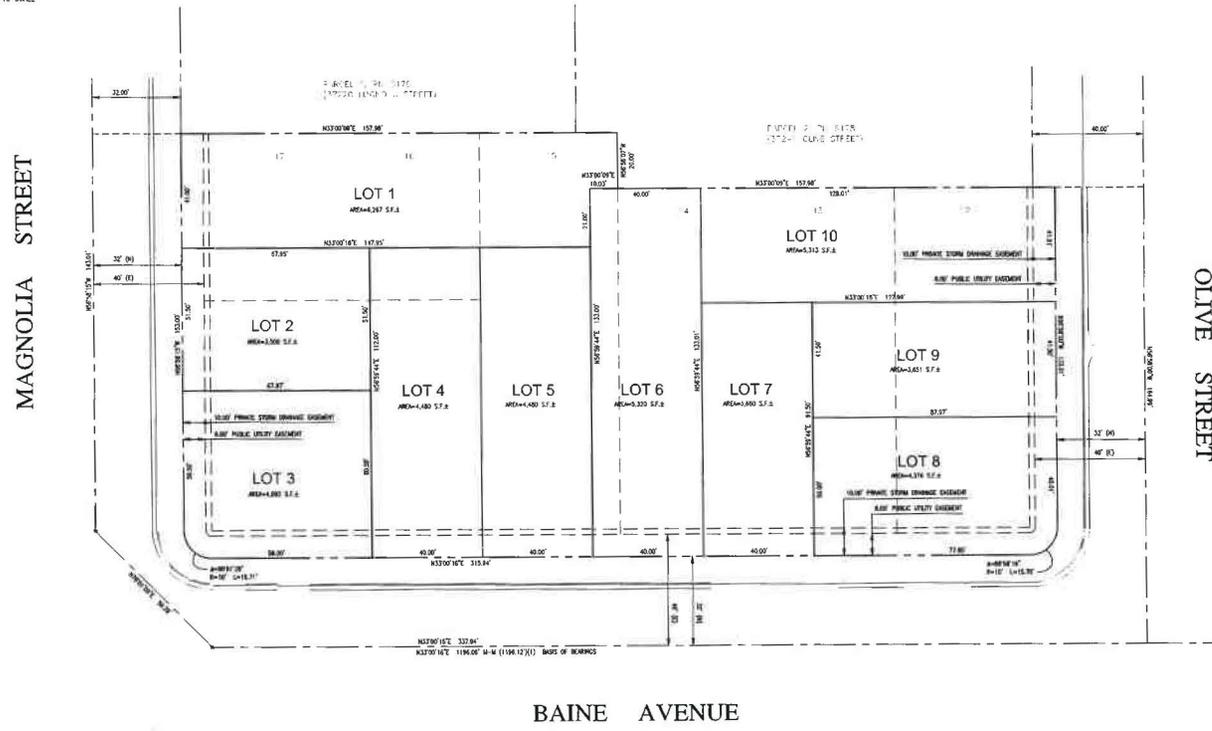
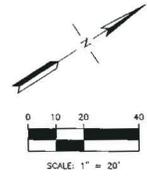
CITY OF NEWARK CALIFORNIA

RW ENGINEERING, INC.
CIVIL ENGINEERS - LAND SURVEYORS
505 ALAMEDA DRIVE
MULPTAS, CA 95035
(P) (408) 282-1899
(FAX) (408) 824-5556
rtw@rwengr.com

DESIGNED BY	REV	SHEET
DRWN BY	RW	1
CHECKED BY	RW	
DATE	11/14/18	
SCALE	AS NOTED	



TYPICAL HALF STREET SECTION
NOT TO SCALE



NOTES:
1) ALL EXISTING INTERIOR PARCEL AND LOT LINES TO BE REMOVED WITH THE FILING OF FINAL TRACT MAP

- LEGEND
- DISTINCTIVE BOUNDARY LINE
 - LOT LINE
 - ADJOINERS LINE
 - CENTERLINE
 - EASEMENT LINE
 - TIE LINE
 - EXISTING LOT LINE TO BE REMOVED

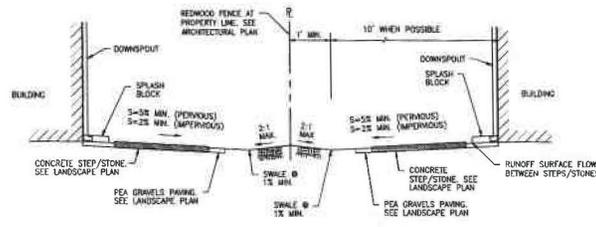
EXHIBIT A p15

VESTING TENTATIVE TRACT MAP 8494

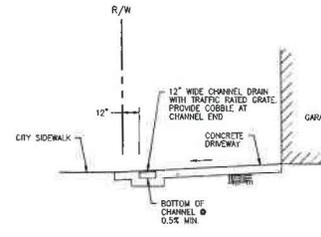
LOT PLAN 37280 MAGNOLIA STREET APN: 092-0061-012-01, 092-0061-012-02 & 092-0061-011 PLN P2018-004		RW ENGINEERING, INC. CIVIL ENGINEERS LAND SURVEYORS 505 ALHAMBRA DRIVE HUNTINGTON BEACH, CA 92653 (714) 408-2624-1859 (FAX) (714) 408-2624-5556 rweengineering@gmail.com	DESIGNED BY: RW	SHEET 2 OF 5 SHEETS
CITY OF NEWARK CALIFORNIA			DRAWN BY: RW	

NOTES:

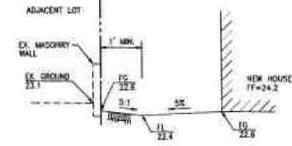
1. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO GENERAL AND SPECIFIC PROVISIONS, STANDARD DRAWINGS, DETAILS, AND REQUIREMENT OF THE CITY OF NEWARK.
2. SEE ARCHITECTURAL SITE PLAN AND LANDSCAPE PLAN FOR SITE INFORMATION, IMPROVEMENTS, DETAILS AND NOTES NOT SHOWN HEREIN.
3. NO STORM WATER SHALL DRAIN ONTO ADJOINING PROPERTY AND SHALL BE DIRECTED TO DRAINAGE DITCH ALONG THE PROPERTY.
4. LOCATION OF DOWNSPOUTS TO BE VERIFIED IN THE FIELD.
5. ADDITIONAL PAVEMENT, CURB & CUTTER AND SIDEWALK REPAIR MAY BE REQUIRED AS DIRECTED BY THE CITY ENGINEER OR HIS DESIGNEE.
6. ANY DAMAGED RIGHT-OF-WAY INFRASTRUCTURES AND OTHERWISE DISPLACED CURB, GUTTER SHALL BE REMOVED AND REPLACED AS DIRECTED BY THE CITY ENGINEER OR HIS DESIGNEE. CONTRACTOR SHALL COORDINATE WITH PUBLIC WORKS DEPARTMENT.
7. CONSTRUCTION FOR THIS PROJECT, INCLUDING SITE WORK AND ALL STRUCTURES, CAN OCCUR ONLY BETWEEN THE HOURS OF 8:00 AM AND 5:00 PM, MONDAY THROUGH FRIDAY. THE APPLICANT MAY MAKE A WRITTEN REQUEST TO THE BUILDING OFFICIAL FOR EXTENDED 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 HOURS/DAYS, THE TIME DURATION OF THE REQUEST, THE PROXIMITY TO RESIDENTIAL NEIGHBORHOODS AND IMPACT BY AFFECTED NEIGHBORS. ALL APPROVALS WILL BE DONE SO IN WRITING.
8. PRIOR TO THE REMOVAL OF ANY OF THE STRUCTURES ON THE SITE DEMOLITION PERMITS SHALL BE OBTAINED FROM THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT AND THE CITY OF NEWARK'S BUILDING INSPECTION DIVISION.



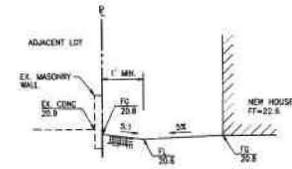
TYPICAL GRADING AROUND BUILDING
NOT TO SCALE



CONCRETE DRIVEWAY
NOT TO SCALE



SECTION A-A
NOT TO SCALE



SECTION B-B
NOT TO SCALE

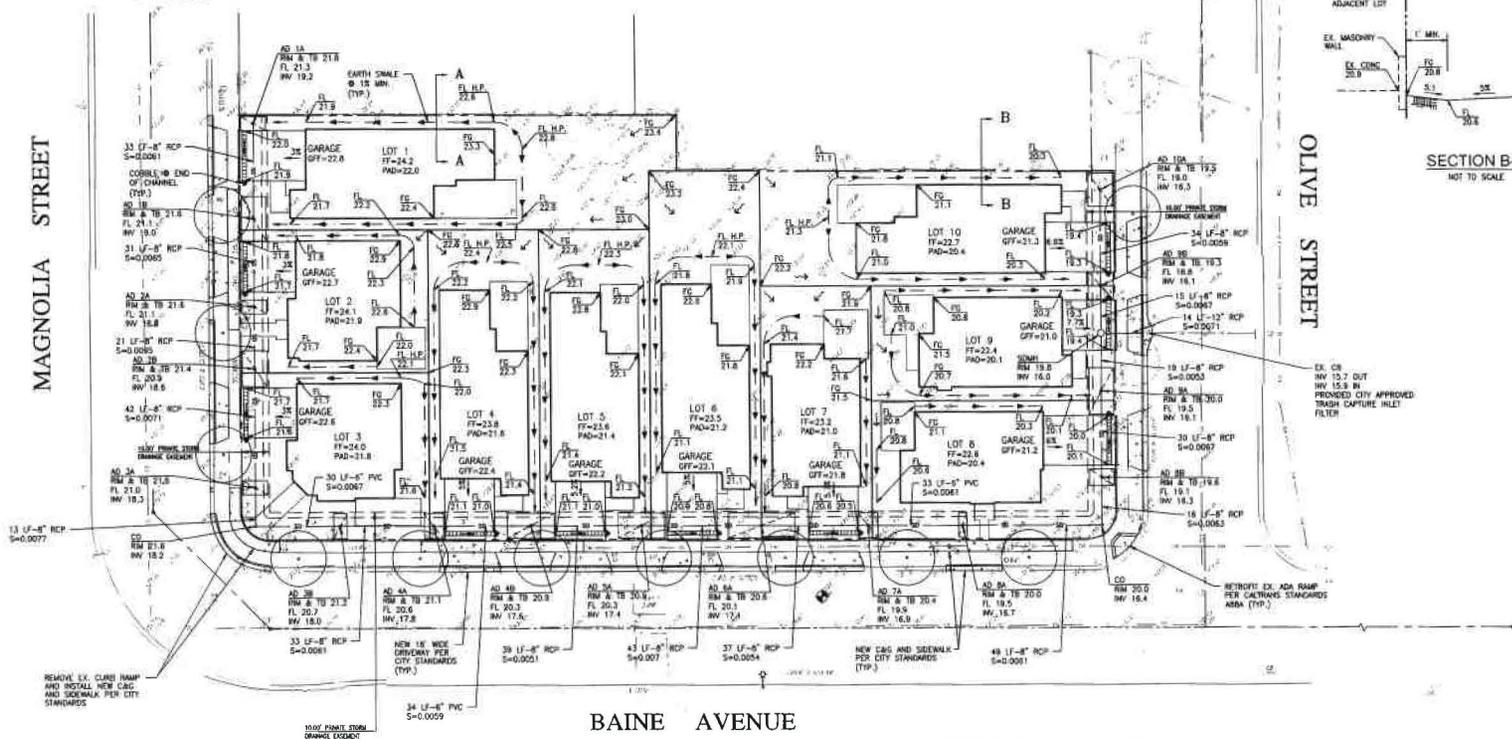
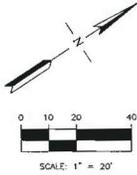


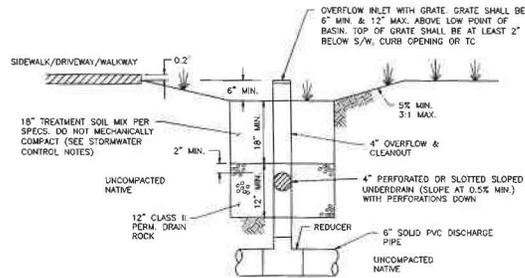
EXHIBIT Ap16

VESTING TENTATIVE TRACT MAP 8494

PRELIMINARY GRADING & DRAINAGE PLAN 37280 MAGNOLIA STREET APN: 092-0061-012-01, 092-0061-012-02 & 092-0061-011 PLN: P2018-004		RW RW ENGINEERING, INC. CIVIL ENGINEERS LAND SURVEYORS 505 ALHAMBRA DRIVE MILPITAS, CA 95035 (P) (408) 262-1899 (FAX) (408) 261-5556 rweengineering@gmail.com	DESIGNED BY: RW DRAWN BY: RW CHECKED BY: RW DATE: 11/14/18 SCALE: AS NOTED SHEET: 3 OF 5 SHEETS
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IMPERVIOUS AREA AND TREATMENT DEVICE

ZONE	IMPERVIOUS AREA SURFACE TYPE	SIZE (SF)	POTENTIAL POLLUTANT	ESTIMATED STORMWATER FACTOR	AREA/FLOW REQUIRED	TREATMENT DEVICE ID #	TYPE	SIZE PROVIDED	AREA PROVIDED
LOT 1	ROOF, HARDSCAPE & D/W	3,210	DUST/OIL/TRASH	0.04	128	BR#1	BIO-RETENTION	9'x17'	153
LOT 2	ROOF, HARDSCAPE & D/W	2,500	DUST/OIL/TRASH	0.04	100	BR#2	BIO-RETENTION	9'x17'	153
LOT 3	ROOF, HARDSCAPE & D/W	2,650	DUST/OIL/TRASH	0.04	106	BR#3	BIO-RETENTION	9'x17'	153
LOT 4	ROOF, HARDSCAPE & D/W	2,940	DUST/OIL/TRASH	0.04	118	BR#4	BIO-RETENTION	9'x17'	153
LOT 5	ROOF, HARDSCAPE & D/W	2,920	DUST/OIL/TRASH	0.04	117	BR#5	BIO-RETENTION	9'x17'	153
LOT 6	ROOF, HARDSCAPE & D/W	3,200	DUST/OIL/TRASH	0.04	128	BR#6	BIO-RETENTION	9'x17'	153
LOT 7	ROOF, HARDSCAPE & D/W	2,620	DUST/OIL/TRASH	0.04	105	BR#7	BIO-RETENTION	9'x17'	153
LOT 8	ROOF, HARDSCAPE & D/W	2,610	DUST/OIL/TRASH	0.04	104	BR#8	BIO-RETENTION	9'x17'	153
LOT 9	ROOF, HARDSCAPE & D/W	2,620	DUST/OIL/TRASH	0.04	105	BR#9	BIO-RETENTION	9'x17'	153
LOT 10	ROOF, HARDSCAPE & D/W	3,210	DUST/OIL/TRASH	0.04	128	BR#10	BIO-RETENTION	9'x17'	153



STORMWATER CONTROL NOTES:

- THE CONTRACTOR MUST PROVIDE A SOIL CERTIFICATE OF COMPLIANCE TO THE CITY OF NEWARK. TO VERIFY THAT THE BIORETENTION SOIL MIX AND PERMEABLE ROCK USED IN THE BIORETENTION AREAS MEET THE REQUIREMENTS IN THE APPENDIX K OF THE U.S. STORMWATER TECHNICAL GUIDANCE MANUAL PROVIDED BY THE ALAMEDA COUNTY CLEAWATER PROGRAM, DATED OCTOBER 31, 2017.
- BIO-RETENTION SOILS SHALL BE A MIXTURE OF FINE SAND, AND COMPOST, MEASURED ON A VOLUME BASIS: 60%-70% SAND 30%-40% COMPOST. REFER TO APPENDIX K OF THE U.S. STORMWATER TECHNICAL GUIDANCE MANUAL, PROVIDED BY THE ALAMEDA COUNTY CLEAWATER PROGRAM, DATED OCTOBER 31, 2017. AVAILABLE ON ALAMEDA COUNTY CLEAWATER PROGRAM WEBSITE.
- CONTRACTOR SHALL MAINTAIN RECORD DOCUMENTS OF CONSTRUCTION CHANGES (AS-BUILT DRAWINGS) FOR ANY TREATMENT MEASURES AND SHALL PROVIDE SAID DOCUMENTATION TO THE CITY OF NEWARK UPON COMPLETION OF CONSTRUCTION. NO EXCEPTION ALLOWED.
- PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, THE PROJECT CIVIL ENGINEER AND LANDSCAPE ARCHITECT MUST SUBMIT A LETTER TO THE CITY ENGINEER APPROVING THE CONSTRUCTION OF THE BIORETENTION AREAS, INCLUDING THE LANDSCAPE.

BIO-RETENTION BASIN
NOT TO SCALE

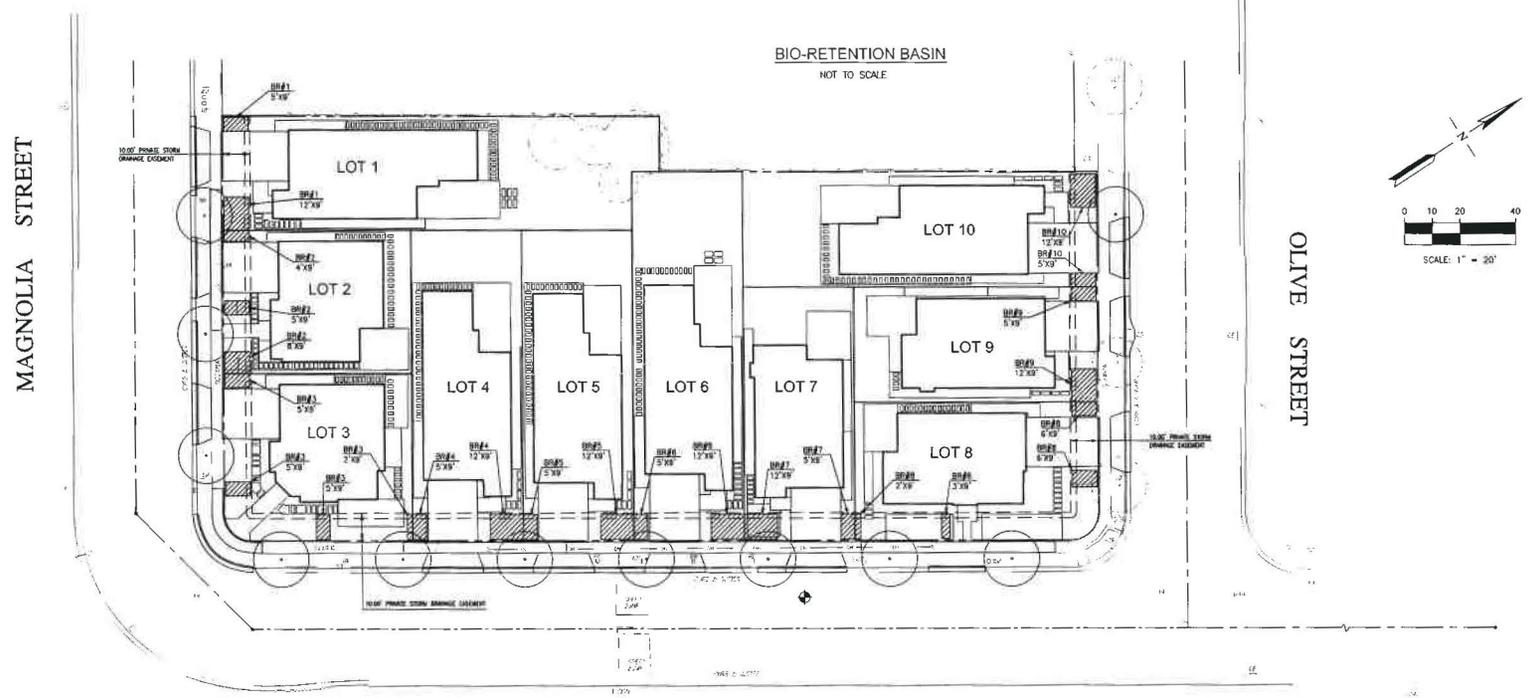


EXHIBIT Ap17

VESTING TENTATIVE TRACT MAP 8494

PRELIMINARY STORMWATER CONTROL PLAN 37280 MAGNOLIA STREET APN: 092-0061-012-01, 092-0061-012-02 & 092-0061-011 PLN P2018-004 CITY OF NEWARK CALIFORNIA		RW RW ENGINEERING, INC. CIVIL ENGINEERS LAND SURVEYORS 505 ALAMOND DRIVE BERKELEY, CA 94705 (P) (408) 262-1893 (FAX) (408) 821-6556 rweengineering@gmail.com	DESIGNED BY: RW DRAWN BY: RW CHECKED BY: RW DATE: 11/14/18 SCALE: AS NOTED	SHEET 4 OF 5 SHEETS
--	--	---	--	----------------------------------

ELECTRICAL NOTES:

1. DEVELOPER TO COORDINATE WITH PG&E AND OTHER UTILITY CONTRACTORS TO DEVELOP JOINT TRENCH AND UNDERGROUNDING PLAN UPON APPROVAL OF THE APPLICATION BY PLANNING COMMISSION AND CITY COUNCIL. COMPLETE JOINT TRENCH DRAWINGS AND STREET LIGHT PLANS SHALL BE SUBMITTED WITH THE FIRST SUBMITAL OF THE TRACT IMPROVEMENT PLAN SET FOR REVIEW AND APPROVAL OF THE CITY ENGINEER.
2. WATER METER TO BE SIZED FOR SPRINKLER DESIGN. CONTRACTOR TO COORDINATE WITH FIRE DEPARTMENT AND ALAMEDA COUNTY WATER DISTRICT.
3. ADDITIONAL STREETLIGHTS MAY BE REQUIRED PENDING PHOTOMETRIC STUDY.

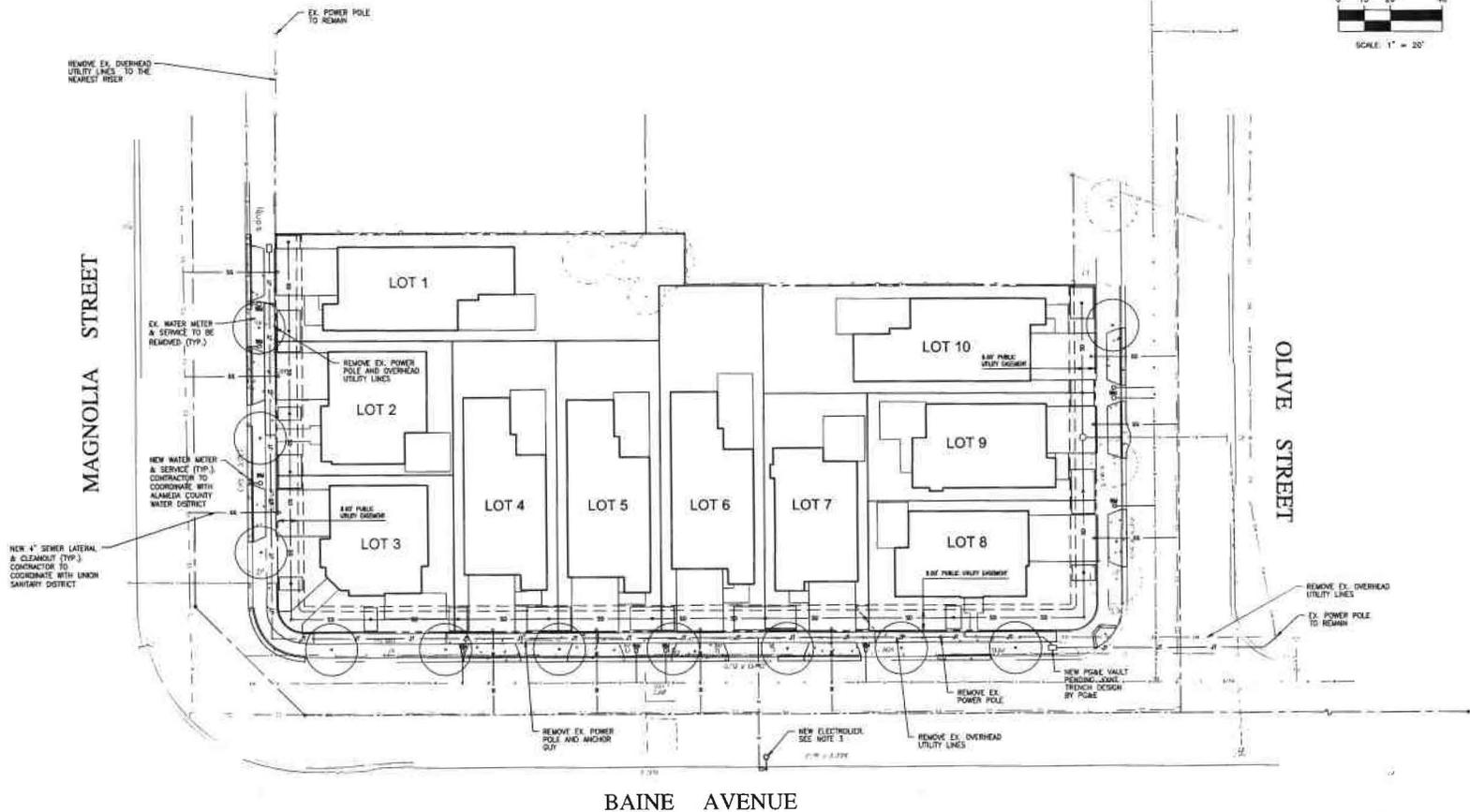


EXHIBIT Ap18

BAINÉ AVENUE

VESTING TENTATIVE TRACT MAP 8494

PRELIMINARY UTILITY PLAN		RW RWENGINEERING, INC. CIVIL ENGINEERS LAND SURVEYORS 500 ALTAVANT DRIVE MILPITAS, CA 95035 (P) (408) 261-1899 (FAX) (408) 821-5556 rweengineering@gmail.com	DESIGNED BY: RW	SHEET 5 OF 5 SHEETS
37280 MAGNOLIA STREET			DRAWN BY: RW	
APN 092-0061-012-01, 092-0061-012-02 & 092-0061-011		CHECKED BY: RW		
PLN: P2018-004 CITY OF NEWARK CALIFORNIA		DATE: 11/14/18		
		SCALE: AS NOTED		

TYPICAL LANDSCAPE SPEC WITH MINOR VARIATIONS TO FIT EACH SITE

SMALL LAWNS WITH PERIMETER PLANTS IN 3" LAYER HOOD DRIP IRRIGATION

TIMBERTECH OR EQUAL DECK IN EACH REAR YARD

PATHS: CONCRETE PATH ALONG GARAGE LEADING TO GRAVEL PATH WITH BORESTONE STEPPING STONES ON GARAGE SIDE AND GRAVEL PATH WITHOUT STEPPING STONES ON OPPOSITE SIDE (TYPICAL)

DRIVEWAYS TO BE CONCRETE AND INCLUDE CONCRETE PATH TO SIDE GARAGE DOOR (TYPICAL)

NEW 24" BOX (MIN) TREES TO PROVIDE SHADE, INTEREST AND PRIVACY SCREENING

FRONT PATIOS TO BE ACID WASHED CONCRETE PATH AND PATIOS TO BE POURED IN PLACE CONCRETE STEPPING STONES AS SHOWN (TYPICAL)

BIORETENTION AREAS PLANT GRASSES AND GROUNDCOVER AS PER PLANT LIST

(E) STREET TREES (MAGNOLIA SPECIES) KEEP OR REPLACE AS NECESSARY

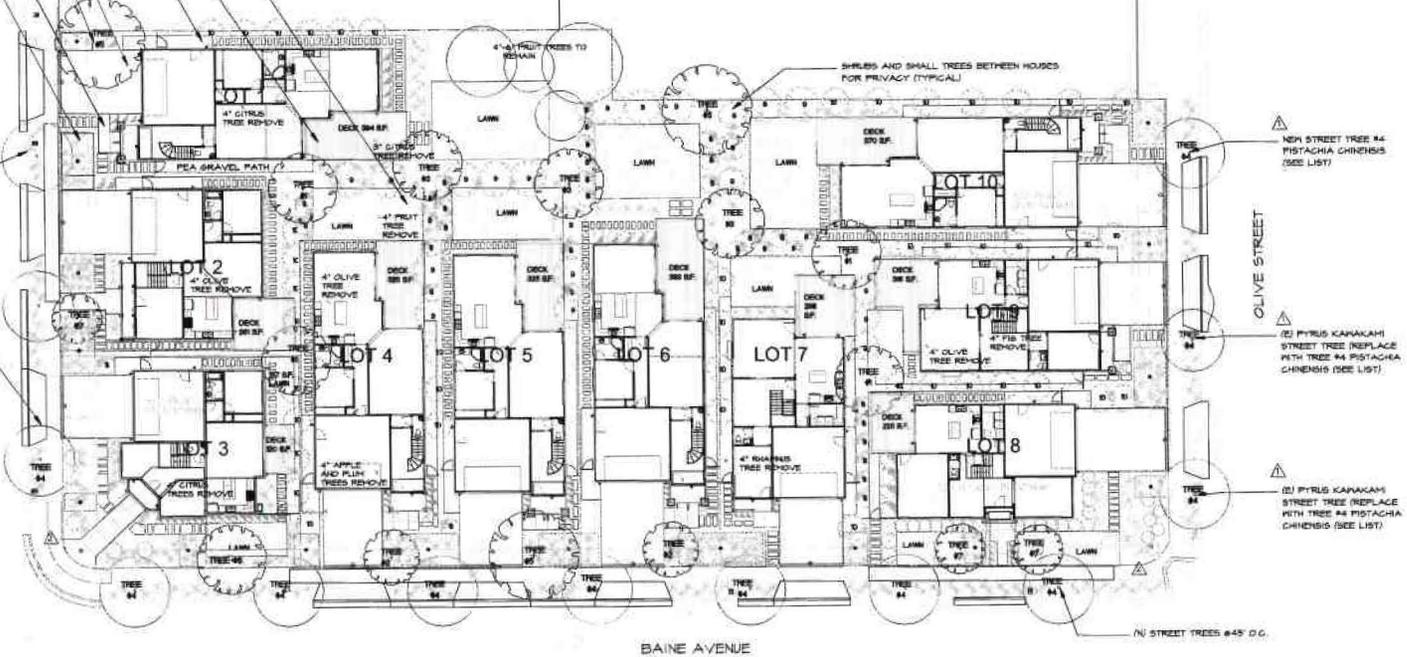
(N) STREET TREES @ APPROX. 25' O.C.

EXHIBIT A p19

TREE LIST						
#	QTY	SIZE	BOTANICAL NAME	COMMON NAME	HEIGHT & WIDTH	HOGG'S PLANT FACTOR
EVERGREEN TREES						
1	3	24" BOX	MELALUCA QUINQUEVIA	CAJUPUT TREE	30' x 20'	L
2	2	24" BOX	ARBUS V. MARINA	STRAWBERRY TREE	20'-40' x 20'-30'	L
3	3	24" BOX	LAURUS SARATOSA	SARATOSA LAUREL	20'-40' x 20'-40'	L
4	1	24" BOX	PISTACHIA KEITH DAVEY	CHINESE PISTACHE (FRUITLESS VARIETY)	30'-60' x 30'-60'	L
DECIDUOUS TREES						
5	3	24" BOX	LABROSTROPHIA TUSCANDIA	GRAPE MYRTLE	35' x 15'	L
6	2	24" BOX	ULMUS FRONTALIS	FRONTIER ELM	40' x 30'	L
7	4	24" BOX	ACER RUBRUM BOHNHALL	RED MAPLE	40' x 35'	H
BIORETENTION PLANTING						
21		16"	ACOTYLOSAPHOS EMERALD CARPET	HANZANTIA		L
22		16"	CAREN BARBARAE	SANTA BARBARA SEDGE		L
23		16"	JUNCUS PATENS ELK BLUE	BLUE RUSH		L
24		36"	GRANDOPETALUM TECTONUM	CAPE RUSH		L

SHRUB AND GROUNDCOVER LIST					
#	QTY	SIZE	BOTANICAL NAME	COMMON NAME	HOGG'S PLANT FACTOR
EVERGREEN SCREENING SHRUBS					
8	1	56"	PRUNUS CAROLINANA	CAROLINA LAUREL CHERRY	L
9	1	56"	OLEA SPIN HILL (STD)	FRUITLESS OLIVE TREE FORM	VL
10	1	56"	PITTOSPORUM SILVER SHEDY	BLACK STEM PITTOSPORUM	L-H
LOW SHRUBS AND GROUNDCOVER					
11		56"	OLEA LITTLE OLLIE	DWARF OLIVE	VL
12		56"	LOROPETALUM PURPLE DIAMOND	PURPLE FRINGE FLOWER	L
13		56"	MYRTUS COMMENS VARIEGATA	VARIEGATED MYRTLE	L
14		56"	MERCANTHUS HORNING LIGHT	SILVER GRASS	L
15		16"	CORREA KARRHNE BELLS	AUSTRALIAN PUKIA	L
16		16"	LONCHITIS LINE TUFF	MATT RUSH	L
17		20"	WESTLINGIA PINKY	AUSTRALIAN ROSEMARY	L
18		16"	LAVANDULA PROVENCE	LAVERDER	L
19		36"	HANEDA LEMON LINE	HEAVENLY BAMBOO	L
20		16"	LANTANA WHITE LARKIN	LANTANA	L

800 LAYER: 800 LAYER SHALL BE DELTA SOLID PLUS. PUGH IS HIGHLY DROUGHT RESISTANT



VESTING TENTATIVE TRACT MAP 8494

BAY FRIENDLY LANDSCAPE NOTES

1. ALL LANDSCAPING SHALL FOLLOW CITY OF NEWARK'S BAY FRIENDLY LANDSCAPE GUIDE AS PER MUNICIPAL CODE 15.44.080 AND ALL LANDSCAPE AND AUTOMATIC IRRIGATION WILL BE INSTALLED IN ACCORDANCE WITH THE MODEL WATER USE ORDINANCE TURF AREA IS LIMITED

2. NON TURF AREAS SHALL BE PLANTED WITH LOW WATER USE PLANTS FROM THE BAY FRIENDLY LANDSCAPE PLANT LIST AND OTHER CAL NATIVE AND/OR LOW WATER USE PLANTS

3. PERFORM A SOILS TEST TO DETERMINE SOIL TYPE, WATER HOLDING CAPACITY AND FERTILITY AND AMEND SOIL AS PER SOIL TEST

4. UNLESS CONTRADICTED BY A SOILS REPORT, ADD ORGANIC MATTER COMPOST AT A RATE OF 40Y/1000 SF, TILL TO A MINIMUM 6" DEEP

5. ADD MIN. 2" LAYER 3-1" DARK MULCH ON ALL NON TURF PLANTING AREAS AND BARE SOIL AREAS TO DISCOURAGE WEEDS

6. MINIMIZE FERTILIZER AND HERBICIDE USE, MANUALLY REMOVE WEEDS

7. IF POSSIBLE, PLANT IN MID TO LATE FALL TO UTILIZE COOLER WEATHER AND RAIN

8. NO DECORATIVE WATER USE IS PLANNED FOR THIS PROJECT

9. IRRIGATION SHALL FOLLOW ALL GUIDELINES OF THE BAY FRIENDLY LANDSCAPE GUIDE

THE PROJECT SHALL COMPLY WITH ALL THE APPLICABLE REQUIREMENTS STATED IN CHAPTER 15.21 (LANDSCAPING) OF THE CITY OF NEWARK ZONING ORDINANCE

ALL LANDSCAPING SHALL FOLLOW CITY OF NEWARK'S BAY FRIENDLY LANDSCAPE GUIDE AS PER MUNICIPAL CODE 15.44.080 AND ALL LANDSCAPE AND AUTOMATIC IRRIGATION WILL BE INSTALLED IN ACCORDANCE WITH THE CALIFORNIA MODEL WATER EFFICIENT LANDSCAPE ORDINANCE



PRELIMINARY LANDSCAPE PLAN

1/16" = 1'-0"

REVISIONS	BY
10/2/18	MY
11/5/18	MY



PRELIMINARY LANDSCAPE PLAN

NEW HOMES FOR:
GOLDSILVERISLAND.LLC
37280 MAGNOLIA STREET
NEWARK, CA 94560

DESIGN	BY
CHECKED	BY
DATE	
SCALE	1/16" = 1'-0"
JOB NO.	
REV	
SHEET	L-1
OF SHEETS	

EVERGREEN SCREENING SHRUBS



#8 PRUNUS CAROLINIANA- CAROLINA LAUREL CHERRY #9 OLEA SWAN HILL -NON FRUITING OLIVE (STD. FORM) #10 PITTOSPORUM SILVER SHEEN- TAWHIWHI

SHRUBS AND LOW GROWING GROUNDCOVER



#11 OLEA 'LITTLE OLLIE'- DWARF OLIVE #12 LOROPETALUM PURPLE DIAMOND #13 MYRTUS COMMUNIS 'VARIEGATA'- MYRTLE #14 MISCANTHUS 'MORNING LIGHT'-SILVER GRASS #15 CORREA 'CARMINE BELLS' AUSTRALIAN FUCHSIA #16 LOMONDRA 'LIME TUFF' MATT RUSH #17 WESTRINGIA MUNDI AUSTRALIAN ROSEMARY

EXHIBIT A p20



#18 LAVANDULA MUNSTEAD DWARF LAVENDER #19 NANDINA 'LEMON LIME' HEAVENLY BAMBOO #20 LANTANA 'WHITE LIGHTNIN' LANTANA #21 ARCTOSTAPHYLOS 'EMERALD CARPET' MANZANITA #22 CAREX BARBARAE SANTA BARBARA SEDGE #23 JUNCUS PATENS 'ELK BLUE' BLUE RUSH #24 CHONDROPETALUM TECTORUM CAPE RUSH

VESTING TENTATIVE TRACT MAP 8494

PROPOSED SHRUBS AND GROUNDCOVER

SHRUB AND GROUNDCOVER LIST					MOGOLS PLANT FACTOR
#	QU.	SIZE	BOTANICAL NAME	COMMON NAME	
EVERGREEN SCREENING SHRUBS					
8		150	PRUNUS CAROLINIANA	CAROLINA LAUREL CHERRY	L
9		150	OLEA SWAN HILL (STD)	FRUITLESS OLIVE TREE FORM	VL
10		150	PITTOSPORUM SILVER SHEEN	BLACK STEM PITTOSPORUM	L-H
LOW SHRUBS AND GROUNDCOVERS					
11		50	OLEA 'LITTLE OLLIE'	DWARF OLIVE	VL
12		50	LOROPETALUM PURPLE DIAMOND	PURPLE FRINGE FLOWER	L
13		50	MYRTUS COMMUNIS 'VARIEGATA'	VARIEGATED MYRTLE	L
14		50	MISCANTHUS MORNING LIGHT	SILVER GRASS	L
15		15	CORREA 'CARMINE BELLS'	AUSTRALIAN FUCHSIA	L
16		15	LOMONDRA 'LIME TUFF'	MATT RUSH	L
17		20	WESTRINGIA 'MUNDI'	AUSTRALIAN ROSEMARY	L
18		15	LAVANDULA PROVENCE	LAVENDER	L
19		20	NANDINA 'LEMON LIME'	HEAVENLY BAMBOO	L
20		15	LANTANA 'WHITE LIGHTNIN'	LANTANA	L
BIO-RETENTION PLANTING					
21		15	ARCTOSTAPHYLOS 'EMERALD CARPET'	MANZANITA	L
22		15	CAREX BARBARAE	SANTA BARBARA SEDGE	L
23		15	JUNCUS PATENS 'ELK BLUE'	BLUE RUSH	L
24		20	CHONDROPETALUM TECTORUM	CAPE RUSH	L
⚠️ 500+ LAYERS: 500 LAYERS SHALL BE DELTA BOLENO PLUS WHICH IS HIGHLY DROUGHT RESISTANT					M

REVISIONS	BY
11/5/18	MT



PROPOSED SHRUBS AND GROUNDCOVER IMAGES

NEW HOMES FOR:
GOLDSILVERISLAND,LLC
37280 MAGNOLIA STREET
NEWARK, CA 94560

DRAWN	MT
CHECKED	MT
DATE	10/31/18
SCALE	NTS
JOB NO.	
SEE	
SHEET	
L-2.1	
OF SHEETS	



Charles M. **Salter**
ASSOCIATES INC.

130 Sutter Street
Floor 5
San Francisco, CA
94104
T 415.397.0442
F 415.397.0454
www.cmsalter.com

Acoustics

Audiovisual

Telecommunications

Security

25 July 2018

Ying-Min Li
Goldsilverisland
1525 McCarthy Blvd., Suite 1000
Milpitas, CA 95035
Email: yingminli@hotmail.com

Subject: **37280 Magnolia Street
Environmental Noise Study**
Salter Project: 18-0398

Dear Ying-Min:

As requested, we conducted an environmental noise study for the project. The purpose of the study is to determine the noise environment at the proposed site, to compare the measured data with applicable standards, and to propose mitigation measures as necessary. This report summarizes the results.

PROJECT CRITERIA

City Noise Guidelines

The City of Newark's General Plan¹ states the limit of noise exposure in interior living spaces to be DNL 45 dB.

In addition, Policy EH-7.7 states:

"Include recommended mitigation measures to achieve compliance with the adopted policies and standards of the Noise Element. Where the noise source in question consists of intermittent single events, the report should address the effects of maximum noise levels in sleeping rooms and potential sleep disturbance issues."

"Include estimates for interior and exterior noise exposure after the prescribed mitigation measures have been implemented."

"Describe a post-project assessment program that could be used to evaluate the effectiveness of the proposed mitigation"

¹ Policy EH-7.7: Acoustical Study Requirement. Require acoustical studies for new developments in areas where the noise levels exceed the 'normally acceptable' levels for proposed land use; based on Table EH-2. For residential uses, the analysis should include mitigation measures to limit the noise exposure in interior living spaces to 45 dB Ldn, consistent with California Title 24.

Charles M. Salter, PE
David R. Schwind, FASA
Eric (Broadhurst) Mori, PE
Philip N. Sanders, LEED AP
Thomas A. Schindler, PE
Durand R. Begault, PhD, FAES
Ken Graven, PE, RCDD, CTS-D
Anthony P. Nash, PE
Cristina L. Miyar
Jason R. Duty, PE
Lloyd B. Ranola
Thomas J. Corbett, CTS
Eric A. Yee
Joshua M. Roper, PE, LEED AP
Peter K. Holst, PE, LEED AP
Ethan C. Salter, PE, LEED AP
Craig L. Gillan, RCDD
Alexander K. Salter, PE
Jeremy L. Decker, PE
Rob Hammond, PSP, NICET III
Andrew J. McKee
Steven A. Woods
Josh J. Harrison
Vinay C. Patel
Valerie C. Smith, PE
Benjamin D. Piper
Elisabeth S. Kelson
Ryan G. Raskop, AIA, NCARB
Brian C. Wourms
Diego Hernandez
Ryan A. Schofield
Alex T. Schiefer
Abner E. Morales
Adrian L. Lu
Greg R. Erenstein
Philip J. Perry, PMP
Steve L. Leiby
Kenneth W. Lim
Felipe Tavera
Blake M. Wells, LEED GA
Katherine M. Moore
Jordan L. Roberts
Sybille M. Roth
Bryce M. Graven
Heather A. Salter
Dae E. Garcia
Catherine F. Spurlock

NOISE ENVIRONMENT

The project is located at the corner of Magnolia Street and Baine Avenue, approximately 130 feet from rail tracks. To quantify the existing noise environment, we conducted long term noise measurements at two locations around the site between 27 June and July 2 2018. The meters measured continuous noise levels and recorded "loud" noise events so that we could identify the source of the noise (e.g., train horns). The meters were attached to light poles at an approximate height of 12 feet.

Based on our measured data, we calculated the expected DNL at the various facades and elevations. Across the site, the average noise level varies from approximately DNL 70 dB to DNL 75 dB, and the maximum noise levels during train passbys are typically 95 dBA to 100 dBA from the horn used for the nearest crossing.

ANALYSIS AND RECOMMENDATIONS

Using the 26 April 2018 floor plans, we calculated the window and exterior door STC² ratings needed to meet the project criterion. Our calculations are based on the following assumptions:

- Ceilings are 9-feet high
- Bedrooms will be carpeted and other rooms will have hard floor finishes
- Single-stud exterior walls with a moderate weight siding, insulation, and a single interior layer of interior gypsum board
- Where STC ratings are 37 or greater, the interior gypsum board is to be installed on resilient channels (equal to ClarkDietrich RC Deluxe, Model RCSD)

To meet the indoor DNL 45 dB, it will be necessary for the facades to be sound-rated. The minimum window and exterior door STC ratings to meet the DNL 45 dB criterion are shown on the attached mark-up (STC 30 to 40).

To address City Policy EH-7.7 and single-event noise from train passbys, we discussed the option of further upgrading the windows to STC 45 (e.g., Milgard Quiet-Line) and adding a second layer of interior gypsum board on all facades, particularly bedrooms, that are exposed to train horns. This measure would reduce maximum train horn noise inside to between approximately 55 dBA and 65 dBA (depending on exposure to the trains). If needed, train noise levels could be measured at the end of construction.

The recommended STC ratings are for full window assemblies (glass and frame) rather than just the glass itself. Tested sound-rated assemblies should be used. For reference, typical one-inch glazing assemblies (two 1/4-inch thick panes with a 1/2-inch airspace) achieve an STC rating of 32. Where STC ratings above 33 are required, at least one pane will need to be laminated. Above STC 38 to 40, a glazed assembly greater than a typical 1-inch IGU is needed.

² STC (Sound Transmission Class) – A single-number rating defined in ASTM E90 that quantifies the airborne sound insulating performance of a partition under laboratory conditions. Increasing STC ratings correspond to improved airborne sound insulation.

Where windows need to be closed to achieve an indoor DNL of 45 dB, an alternative method of supplying fresh air (e.g., mechanical ventilation) should be considered. This applies to all residences. This issue should be discussed with the project mechanical engineer.

*

*

*

This concludes our environmental noise study for the 37280 Magnolia Street project. If you have any questions, please give us a call.

Sincerely,

CHARLES M. SALTER ASSOCIATES, INC.



Jake Schpero
Consultant



Jeremy Decker, PE
Vice President

Acoustics
Audiovisual
Telecommunications
Security

130 Sutter Street
Floor 5
San Francisco, CA
94104
T 415.397.0442
F 415.397.0454
www.cmsalter.com



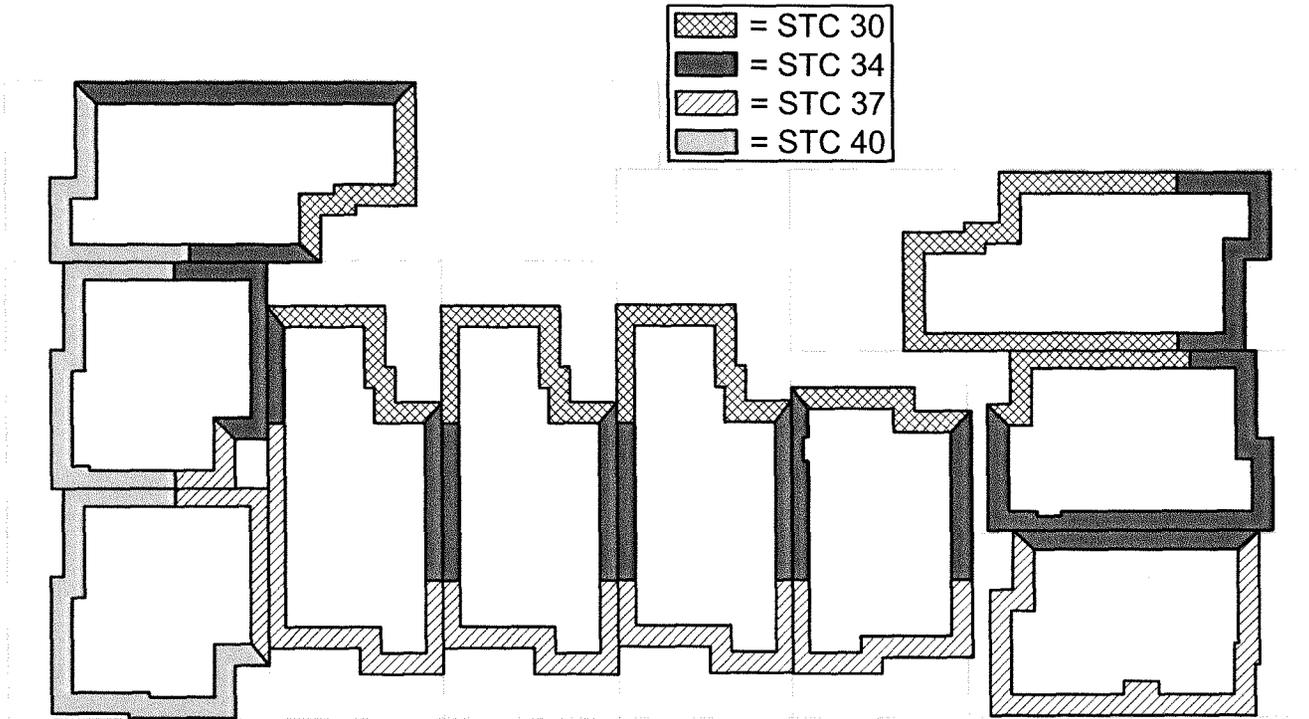
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37280 MAGNOLIA STREET MEASUREMENT LOCATIONS AND MEASURED NOISE LEVELS

FIGURE 1

Salter #
18-0398

JMS/JLD
07.25.18



NOTE: STC RATINGS ARE FOR THE COMPLETE ASSEMBLY (E.G. GLASS, FRAME, AND OPERABLE SECTIONS) BASED ON TEST REPORTS FROM AN NVLAP ACCREDITED LAB.

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37280 MAGNOLIA STREET MINIMUM CODE-REQUIRED STC RATINGS FOR WINDOWS AND EXTERIOR DOORS (ALL FLOORS)

FIGURE 2

Salter #
18-0398

JMS/JLD
07.25.18

13 July 2018

130 Sutter Street
Floor 5
San Francisco, CA
94104
T 415.397.0442
F 415.397.0454
www.cmsalter.com

Acoustics
Audiovisual
Telecommunications
Security

Ying-Min Li
Goldsilverisland
1525 McCarthy Blvd., Suite 1000
Milpitas, CA 95035
Email: yingminli@hotmail.com

Subject: **37280 Magnolia Street
Vibration Study**
Salter Project: 18-0398

Dear Ying-Min:

As requested, we conducted a vibration study for this proposed project. The purpose of the study is to determine the vibration environment at the site, compare the measured data with applicable standards, and propose mitigation measures as necessary. This report summarizes the results of our study.

ASSESSMENT OF GROUNDBORNE VIBRATION

Vibration Guidelines per FTA and SBTCP Mitigation 11-2

The Federal Transit Administration (FTA)¹ provides ground borne vibration (GBV) guidelines according to several use categories and various frequencies of events. Table 1, below, summarizes the FTA general assessment criteria for ground-borne vibration.

Table 1: FTA General Assessment Criteria

Land Use Category	GBV Impact Levels (VdB re 1 μ -in/sec)		
	Frequent Events	Occasional Events	Infrequent Events
Category 2: Residences and buildings where people normally sleep	72 VdB	75 VdB	80 VdB

Frequent events are defined as more than 70 vibration events of the same source per day. Occasional events are defined as between 30 and 70 vibration events of the same source per day and infrequent events are fewer than 30 vibration events of the same source per day. Since there is an average of 20 to 25 trains a day, it is categorized as infrequent events.

Vibration Results and Recommendations

We conducted one long-term vibration measurement at an existing home from 29 June to 3 July 2018. The measurement was conducted at a setback of approximately 150 feet from the centerline of the nearest train track.

¹ Federal Transit Administration, "Transit Noise and Vibration Impact Assessment", May 2006.

Charles M. Salter, PE
David R. Schwand, FAES
Eric L. Braselquist, PE
Philip N. Sanders, LEED AP
Thomas A. Schindler, PE
Anthony P. Nash, PE
Ken Graven, PE, RCDD, CTS-D
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Greg R. Enestein
Natalie T. Packard
Philip J. Parry
Brian J. Good
Heather A. Salter
Dee E. Garcia
Catherine F. Spurlock
Marva De Veer - Noordzee
Elizabeth F. Trocker
Jennifer G. Palmer
Jodessa G. Cortez
Susan E. Lanerger
Courtney H. Vineys
Erin D. Gorton
Tish Patel
Nicolette A. Sullivan

Measured train vibration levels were between 67 and 77 VdB and did not exceed the FTA general assessment criteria for infrequent events. It should be noted that vibration levels in this report were measured at-grade. The FTA document identifies that vibration will change as it enters the building. However, the effect of the building on vibration is dependent on the structural design. This should be discussed this with the structural engineer so as to reduce the potential for amplification inside the building.

* * *

This concludes our and vibration study for the 37280 Magnolia Street project. Should you have any questions, please give us a call.

Sincerely,

CHARLES M. SALTER ASSOCIATES



Jake Schpero
Consultant



Jeremy L. Decker, PE
Vice President

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Audiovisual
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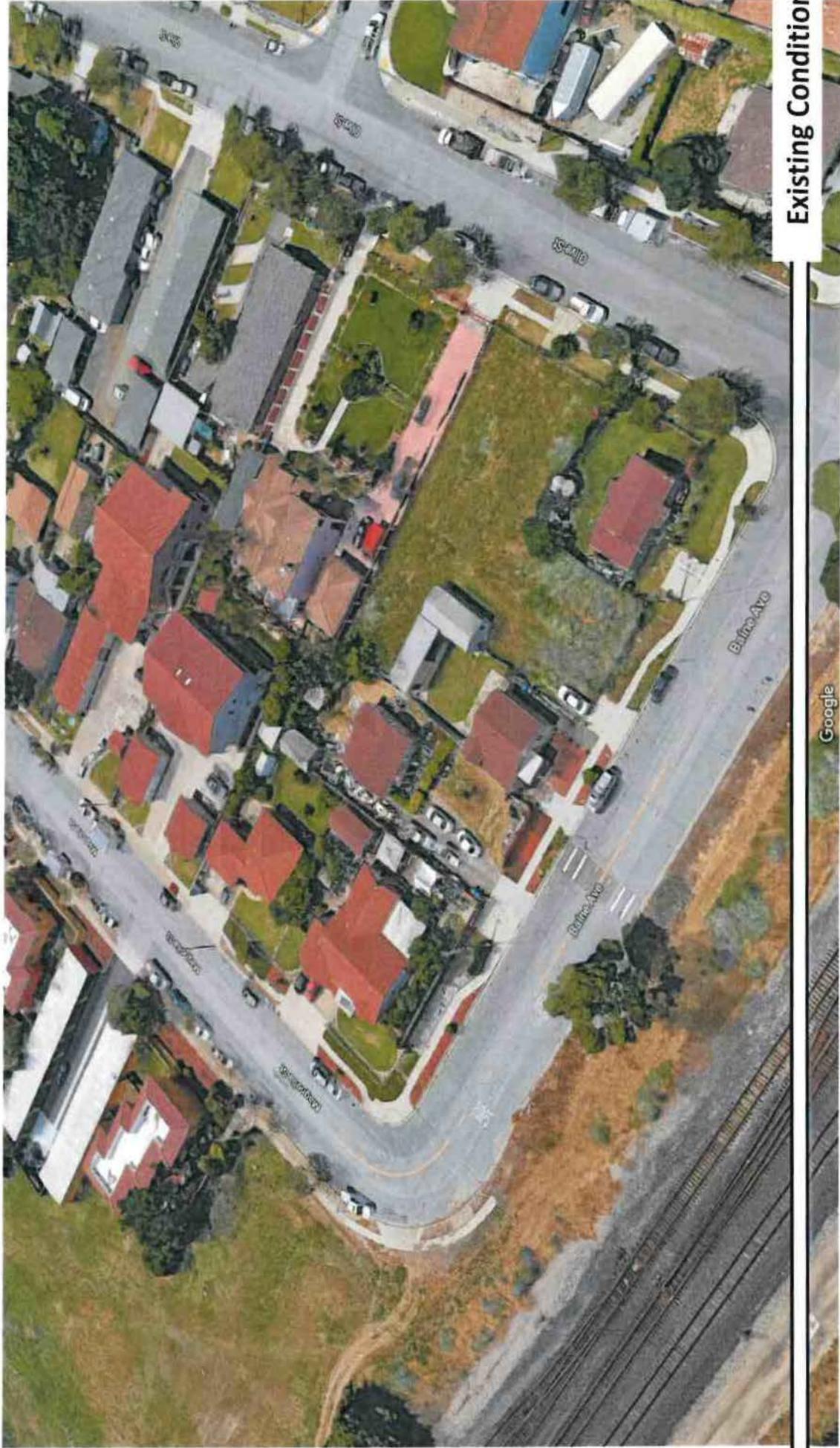
130 Sutter Street
Floor 5
San Francisco, CA
94104
T 415.397.0442
F 415.397.0454
www.cmsalter.com

**10 NEW HOMES
AT
37256 MAGNOLIA STREET, 37280 MAGNOLIA STREET AND 6849 BAINE AVENUE**



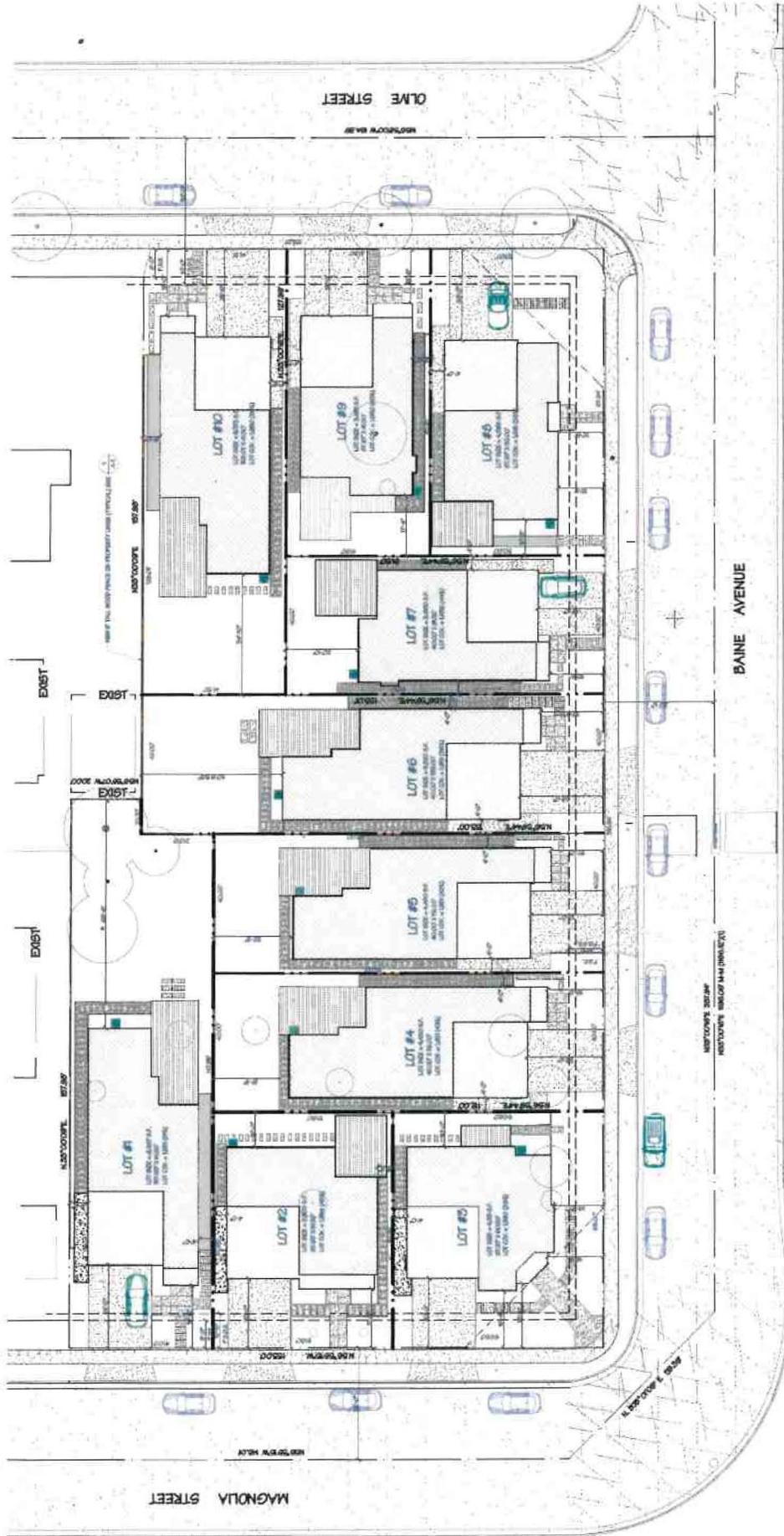
City Council Meeting
January 24, 2019

Exhibit C

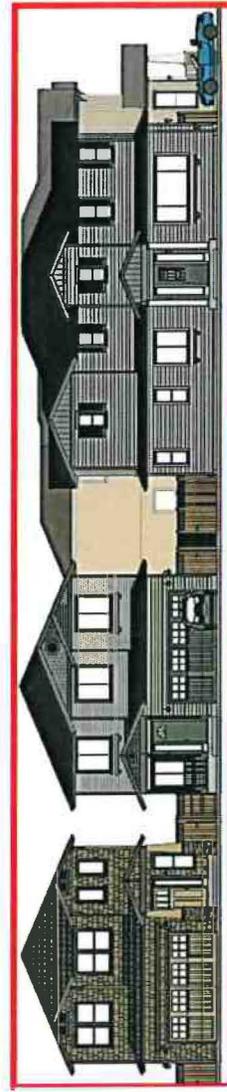


Google

Existing Conditions



Site Plan



Streetscape – Baine Avenue



Streetscape – Olive Street

SHRUB AND GROUNDCOVER LIST

NO.	QTY	SIZE	SCIENTIFIC NAME	COMMON NAME	REMARKS	SCALE
1	1	24" BOA	FRAXILIS GUMMIFERA	CAJUPUT TREE	30' x 20'	L
2	2	24" BOA	ANACARDIUM OCCIDENTALE	SHOGAR TREE	20' x 40' x 20' x 20'	L
3	2	24" BOA	FRAXILIS GUMMIFERA	CAJUPUT TREE	20' x 40' x 20' x 20'	L
4	11	24" BOA	FRAXILIS GUMMIFERA	CAJUPUT TREE	20' x 40' x 20' x 20'	L
RECESSED TREES						
5	2	24" BOA	FRAXILIS GUMMIFERA	CAJUPUT TREE	20' x 10'	L
6	2	24" BOA	FRAXILIS GUMMIFERA	CAJUPUT TREE	40' x 20'	L
7	4	24" BOA	FRAXILIS GUMMIFERA	CAJUPUT TREE	40' x 10'	M
RECESSED PLANTS						
8	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
9	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
10	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
11	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
12	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
13	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
14	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
15	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
16	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
17	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
18	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
19	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
20	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
21	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
22	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
23	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
24	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
25	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L

TREE LIST

NO.	QTY	SIZE	SCIENTIFIC NAME	COMMON NAME	REMARKS	SCALE
1	1	24" BOA	FRAXILIS GUMMIFERA	CAJUPUT TREE	30' x 20'	L
2	2	24" BOA	ANACARDIUM OCCIDENTALE	SHOGAR TREE	20' x 40' x 20' x 20'	L
3	2	24" BOA	FRAXILIS GUMMIFERA	CAJUPUT TREE	20' x 40' x 20' x 20'	L
4	11	24" BOA	FRAXILIS GUMMIFERA	CAJUPUT TREE	20' x 40' x 20' x 20'	L
RECESSED TREES						
5	2	24" BOA	FRAXILIS GUMMIFERA	CAJUPUT TREE	20' x 10'	L
6	2	24" BOA	FRAXILIS GUMMIFERA	CAJUPUT TREE	40' x 20'	L
7	4	24" BOA	FRAXILIS GUMMIFERA	CAJUPUT TREE	40' x 10'	M
RECESSED PLANTS						
8	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
9	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
10	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
11	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
12	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
13	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
14	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
15	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
16	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
17	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
18	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
19	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
20	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
21	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
22	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
23	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
24	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L
25	1	16"	AGAVE PARVIFLORA	SMALL AGAVE		L

TYPICAL LANDSCAPE SPEC WITH MINOR VARIATIONS TO FIT EACH SITE

SMALL LAYS PERI-FERRETER PLANTS IN 3" LAYER
WOOD CHIP MULCH

DIRT/REGULOR EQUAL DECK IN EACH NEAR YARD

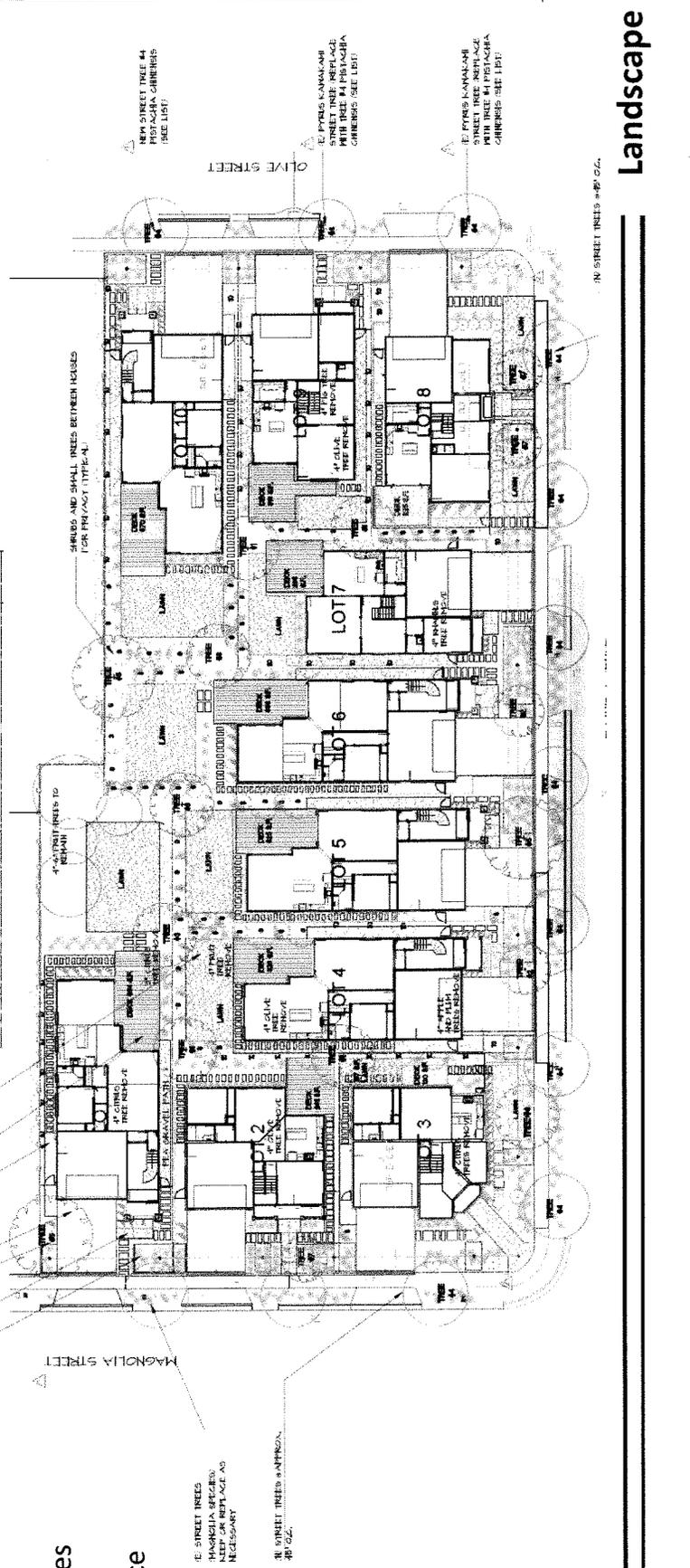
PATHE CONCRETE PATH ALONG GARAGE LEADS TO
GARAGE SIDE AND GARAGE PATH WITHOUT STEPPING STONES
OR OPPOSITE SIDE TYPICAL

TRUNKWAYS TO BE CONCRETE AND
BELLER CONCRETE PATH TO SIDE
GARAGE DOOR TYPICAL

NEW 24" BOA TREES TO PROVIDE SHADE, PRIVATECY
AND PRIVACY SCREENS

FRONT PAVING TO BE ACID WASHED
CONCRETE WITH 1/2" SAND AND 1/4" GRAVEL
PAVED IN PLACE CONCRETE STEPPING
STONES AS SHOWN TYPICAL

RECONSTRUCTION AREAS IN AIR SPACES
AND SCREENS COVER AS PER
PLANT LIST



- Landscape Plan**
- 11 new street trees
 - 17 on-site trees
 - Private open space

Landscape

11 STREET TREES APPROX. 18' QZ.

17 ON-SITE TREES APPROX. 18' QZ.

NEW STREET TREE #4
PLANTING SPECIFICATIONS
(SEE LIST)

11 STREET TREES APPROX.
18' QZ.

17 ON-SITE TREES APPROX.
18' QZ.

**10 NEW HOMES
AT
37256 MAGNOLIA STREET, 37280 MAGNOLIA STREET AND 6849 BAIN AVENUE**



**City Council Meeting
January 24, 2019**

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

(RESOLUTIONS-2) (ORDINANCE)

Background/Discussion – Classic Communities has submitted an application to allow construction of a residential project comprising of nine single-family homes on an approximately 1.72-acre site located at 36304-36310 Newark Boulevard. Currently, two single family homes built in early 1900’s exist on the subject site, but are in poor condition. The subject site is zoned Residential Single Family (RS-6000) with a Low Density Residential General Plan land use designation. Surrounding land uses comprises of single-family homes and Newark Junior High School across Newark Boulevard. The site has its frontage on Newark Boulevard, which is a four lane arterial road.

The proposed project will provide the following community benefits: (1) The project will replace two existing single family homes which are in disrepair with nine high quality, single family homes; (2) The applicant will build an 8-foot high precast wall with decorative columns on the perimeter of the subject site on Newark Boulevard to match a future City project that will replace the fence along Newark Boulevard with a similar wall; (3) The applicant will pay for the cost for undergrounding of utilities for its frontage along Newark Boulevard; and (4) The applicant will pay approximately \$616,250 towards Development Impact Fees that can be utilized citywide to improve the Newark community. The project will also pay \$79,032 in school fees to the Newark Unified School District.

Overview – The applicant proposes to combine two existing lots and then create nine developable lots for nine single-family homes and one non-developable lot for the proposed cul-de-sac (private street). The proposed developable lots will range from 6,001 square-feet to 8,327 square-feet and the proposed non-developable lot will be approximately 12,175 square-feet in size. Three different floor plans are proposed for this residential project, (called Plans 3, 4, and 5) as follows:

Lots	Lot size	Home size	Plan type	Height
Lot 1	8,327 sq. ft.	2,434 sq. ft.	Plan 3	Two-story
Lot 2	7,589 sq. ft.	2,113 sq. ft.	Plan 4	Single-story
Lot 3	6,337 sq. ft.	2,404 sq. ft.	Plan 5	Single-story
Lot 4	7,604 sq. ft.	2,113 sq. ft.	Plan 4	Single-story
Lot 5	7,424 sq. ft.	2,404 sq. ft.	Plan 5	Single-story
Lot 6	6,001 sq. ft.	2,113 sq. ft.	Plan 4	Single-story
Lot 7	6,508 sq. ft.	2,404 sq. ft.	Plan 5	Single-story
Lot 8	6,027 sq. ft.	2,434 sq. ft.	Plan 3	Two-story
Lot 9	6,842 sq. ft.	2,434 sq. ft.	Plan 3	Two-story

The detached single-family homes will consist of a great room, kitchen, 4 bedrooms and 3 to 3.5 bathrooms. The proposed two-story homes at lots 1, 8 and 9 have deeper rear yards, ranging from 44 to 53 feet in order to provide greater distance from existing homes for privacy. The remaining single family homes meet or exceeds 20 feet rear yard requirement as set in the Newark Zoning Code.

Vehicle access to the project site would be through a private street that would terminate in a cul-de-sac. Although it is a private street, it has been designed to be consistent with City street standards. The proposed cul-de-sac would be accessible to the public and would be maintained by the project's homeowners' association. The City's off-street parking requirement is satisfied by the provision of an attached two-car garage. A driveway apron in front of each garage would provide for guest parking spaces for each dwelling. In addition, six on-street parking spaces have been provided on the cul-de-sac for guests.

All three plan types will have two different elevations, each with different color schemes, roof types and architectural elements to add variety. Window shutters, enhanced sills, and decorative outlookers are some of the elements added to enrich the proposed elevations. The color schemes are rich and earthy and offer interest. Some of the materials that will be incorporated are siding, stucco, brick, and stone veneer.

The proposed project also involves extensive landscaping along the entire frontage of the site on Newark Boulevard with seven new street trees (24" Box Southern Magnolia) and street improvements. In addition, there will be nine new trees (seven 24" Box Elm and two 36" Box Cedar) on the cul-de-sac. Newark Zoning Code requires that a minimum of 25% of the lot shall be landscaped and all the proposed lots meet or exceed this requirement. There will be an 8-foot high precast wall with decorative columns on the perimeter of the subject site on Newark Boulevard to match a future City project that will replace the fence along Newark Boulevard with a similar wall.

Community Meeting

A community meeting was held by the applicant on August 29, 2018. The notice was sent to neighboring properties with 400-foot radius around the subject site and five property owners were in attendance. Some concerns regarding parking and privacy were raised. With respect to the parking concern, the applicant noted the presence of 6 off street and on street parking spaces. Also, the proposed parking exceeds the minimum that is required under the Zoning Code. With respect to the privacy issue, the applicant is working with the neighboring property owner to resolve the issue.

City Council approvals

The proposed residential project requires approval of the following:

Vesting Tentative Tract Map

The applicant has submitted a Vesting Tentative Tract Map 8498 encompassing approximately 1.72 acres of land to construct approximately nine single-family homes. The project will consist of nine developable lots ranging from 6,001 square-feet to 8,327 square-feet and one non-developable lot (approximately 12,175 square feet in size) for the proposed cul-de-sac. The

project will provide 18 covered private parking spaces inside garages and six on-street guest parking spaces.

Planned Development (PD) Overlay District and PD Plan

The project proposes the 9-unit residential development with few deviations from the development standards of Residential Single Family District as included in Section 17.07.030 of the Newark Zoning Code. The specific deviations are as follows: (1) the proposed homes are set at minimum 3.5 feet interior side setback in lieu of five feet.; (2) the minimum lot width is set at minimum 52.7 feet in lieu of required 60 feet; and (3) the minimum street frontage is set at 33 feet in lieu of required 60 feet.

Per Newark Zoning Code Section 17.12.060, a PD Plan shall only be approved if certain findings listed below are made.

The findings given in the draft resolution of approval contains language that comes from the Newark Zoning Code and is supported by application materials on file. The findings are as follows:

- a. *The proposed development is consistent with the General Plan and any applicable specific plan, including the density and intensity limitations that apply.*

The subject site is designated as Low Density Residential under the General Plan. As per the General Plan, densities in areas with this designation shall be less than 8.7 units per acre and is intended for single-family residential development on lots larger than 5,000 square-feet. The proposed residential development will consist of nine homes on lots ranging from 6,000 square-feet to 8,327 square-feet with a residential density of 6.2 units per net acre. Thus, the proposed residential development meets the requirements of the General plan.

- b. *Adequate transportation facilities and public services exist or will be provided in accordance with the conditions of development plan approval, to serve the proposed development; and the approval of the proposed development will not result in a reduction of traffic levels of service or public services so as to be a detriment to public health, safety, or welfare.*

The subject site is located on Newark Boulevard, which is a major arterial that provides adequate transportation facilities for the project. The development will create one new private cul-de-sac street which will provide access to the nine homes directly from Newark Boulevard. Existing public streets are adequate to accommodate the addition of nine homes and the project will not significantly affect existing levels of service. The proposed development meets the off-street parking requirements for residential uses (all homes have a total of four off-street parking spaces comprising of a two car garage and a two-car driveway apron), and six on-street parking spaces on the cul-de-sac for guests.

- c. *The proposed development will not have a substantial adverse effect on surrounding land uses and will be compatible with the existing and planned land use character of the surrounding area.*

The proposed project conforms to the General Plan land use designation for this site. The project was designed to mitigate the impact to the surrounding neighborhoods. Specifically, the zoning requires minimum 20' deep rear yards. The three lots with two story homes have 44' to 53' deep rear yards. And the six lots with one story homes have 21' to 48' deep rear yards. This combination of primarily single story homes and large rear yards (particularly for the two story homes) will provide a buffer to the existing homes to the north, east and south.

d. *The development generally complies with applicable adopted design guidelines.*

The proposed project was designed to comply with all design standards.

e. *The proposed development is demonstratively superior to the development that could occur under the standards applicable to the underlying base district, and will achieve superior community design, environmental preservation and/or substantial public benefit.*

The current zoning allows for up to 14 homes on the property, and allows for single family homes with 20' rear yards. The proposed development of nine homes (most of which are one story) and oversized rear yards are demonstratively superior to the development that could occur under the standards applicable to the underlying base district, and will achieve superior community design, environmental preservation and/or substantial public benefit.

California Environmental Quality Act (CEQA) exemption

This project is categorically exempt from CEQA analysis under Guidelines per Section 15332, Class 32, "In-Fill Development Projects".

Recommendation

The proposed project will provide for nine high-quality single family detached units in a Residential Single Family District with extensive landscaping and ample parking. The subject site was also identified as one of the potential residential development sites in the Housing Element Update 2015 and thus, staff recommends approval of this proposed residential development.

Update – On December 11, 2018, the Newark Planning Commission approved Resolution Numbers 1974 and 1975 which recommended that the City Council approve the Planned Development Plan and Vesting Tentative Tract Map 8498 to allow a residential project comprising of nine single-family homes on a site located at 36304-36310 Newark Boulevard.

Attachments – Resolutions (2)

Ordinance

Exhibit A Plan Set for proposed residential development

Exhibit B Meeting Presentation

Action – It is recommended that the City Council:

(1) By resolution, approve P-18-36, a Planned Development Plan to allow construction of nine single-family homes on an approximately 1.72-acre site located at 36304-36310 Newark Boulevard. (Assessor Parcel Numbers 92A-779-5 and 92A-779-7); and

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

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF CITY OF NEWARK APPROVING P-18-36, A PLANNED DEVELOPMENT PLAN TO ALLOW CONSTRUCTION OF NINE SINGLE-FAMILY HOMES ON AN APPROXIMATELY 1.72-ACRE SITE LOCATED AT 36304-36310 NEWARK BOULEVARD (ASSESSOR PARCEL NUMBERS 92A-779-5 and 92A-779-7)

WHEREAS, Classic Communities has filed with the City of Newark an application for a Planned Development Plan to allow construction of nine single-family homes on an approximately 1.72-acre site located at 36304-36310 Newark Boulevard; and

WHEREAS, pursuant to the Newark Zoning Code Section 17.31.060, a public hearing notice was published in The Tri City Voice on January 8, 2019 and mailed as required, and the City Council held a public hearing on said application at 7:30 p.m. on January 24, 2019 at the City Administration Building, 37101 Newark Boulevard, Newark, California; and

WHEREAS, pursuant to Chapter 17.12 (Planned Development Overlay District), Section 17.12.060 (Required Findings) of Newark Zoning Ordinance, the City Council hereby makes the following findings:

- A. The proposed development is consistent with the General Plan and any applicable specific plan, including the density and intensity limitations that apply;
- B. Adequate transportation facilities and public services exist or will be provided in accord with the conditions of development plan approval, to serve the proposed development; and the approval of the proposed development will not result in a reduction of traffic levels of service or public services so as to be a detriment to public health, safety, or welfare;
- C. The proposed development will not have a substantial adverse effect on surrounding land uses and will be compatible with the existing and planned land use character of the surrounding area;
- D. The development generally complies with applicable adopted design guidelines;
- E. The proposed development is demonstratively superior to the development that could occur under the standards applicable to the underlying base district, and will achieve superior community design, environmental preservation and/or substantial public benefit.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve this application as shown on Exhibit A, pages 1 through 30, subject to compliance with the following conditions:

- a. All applicable conditions listed in City Council Resolution No. _____, dated January 24, 2019, recommending approval of TTM-18-37, a Vesting Tentative Tract Map 8498 to allow construction of nine single-family homes on an approximately 1.72-acre site located at 36304-36310 Newark Boulevard.
- b. If any condition of this Planned Development Plan is declared invalid or unenforceable by a court of competent jurisdiction, this planned unit development shall terminate and be of no force and effect, at the election of the City Council.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF CITY OF NEWARK APPROVING TTM-18-37, VESTING TENTATIVE TRACT MAP 8498 TO ALLOW CONSTRUCTION OF NINE SINGLE-FAMILY HOMES ON AN APPROXIMATELY 1.72-ACRE SITE LOCATED AT 36304-36310 NEWARK BOULEVARD (ASSESSOR PARCEL NUMBERS 92A-779-5 and 92A-779-7)

WHEREAS, Classic Communities has submitted TTM-18-37, Vesting Tentative Tract Map 8498, to the City of Newark with subdivision and zoning variances covered by P-18-36, a Planned Development Plan, to allow construction of nine single-family homes on an approximately 1.72-acre site located at 36304-36310 Newark Boulevard; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby recommend that the City Council of City of Newark approve TTM-18-37, Tentative Tract Map 8498 covered by P-18-36, as shown on Exhibit A, pages 1 through 30 and made part hereof by reference, subject to the following conditions:

Planning Division

- a. All lighting shall be directed on-site so as not to create glare off-site, as required by the Community Development Director.
- b. Construction site trailers and buildings located on-site shall be used for office and storage purposes only, 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.
- c. 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).
- d. Parking lot cleaning with sweeping or vacuum equipment shall not be permitted between 7:00 p.m. and 8:00 a.m.
- e. Garages shall only be used for automobile parking and not for storage.
- f. There shall be no short term rentals allowed.

- g. 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 clean-up. Graffiti removal/repainting and site cleanup shall occur on a continuing, as needed basis. Any vehicle or portable building brought on the site during construction shall remain graffiti free.
- h. 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.
- i. Color elevations shall be submitted by the applicant as part of this application to be reviewed and approved by the City Council and City Council. The building elevations shall reflect all architectural projections such as roof eaves, bay windows, greenhouse windows, chimneys and porches. A site plan showing the building locations with respect to property lines shall also show the projections. Said elevations shall specify exterior materials. Any minor changes shall be submitted for the review and approval of the Community Development Director to assure consistency with the approved project.
- j. Prior to the issuance of a building permit, any change to the floor plans as submitted by the applicant as part of this application shall be reviewed and approved by the City Council and City Council. Any minor changes shall be submitted for the review and approval of the Community Development Director to assure consistency with the approved project.
- k. Prior to the issuance of a building permit, the roof material as submitted by the applicant as part of this application shall be reviewed and approved by the Community Development Director. 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.
- l. Prior to the issuance of a building permit, the project shall be submitted for the review and approval of Republic Services and the Community Development Director, in that order. The appropriate garbage, refuse and recycling service shall be approved prior to the issuance of a Certificate of Occupancy, as required by the Community Development Director. No refuse, garbage or recycling shall be stored outdoors except within the approved trash and recycling containers.
- m. 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.

- n. Prior to the issuance of a Building Permit, the developer shall pay the following fees, in the amount in effect at the time, Park impact fee (currently \$25,700 per unit); Public Safety impact fee (currently \$3,548 per unit); Community Services/Facilities impact fee (currently \$2,376 per unit); Transportation impact fee (currently \$5,113 per unit) ; Housing impact fee (currently \$20.60 per sq.ft. for the first 1,000 sq. ft. and \$8.25 per sq.ft. above 1,000 sq.ft.); Art in Public Places and Private Development (currently \$270 per unit) and Community Development Maintenance fee (currently 0.5% construction value).
- o. Prior to their installation, mailbox locations and designs shall be approved by the Community Development Director and Newark Postmaster, in that order. The mailbox compartments of centralized mailboxes shall identify the individual dwelling units with permanent, easily legible lettering.
- p. Prior to the issuance of a Certificate of Occupancy, roll-up garage doors with automatic garage door openers shall be provided for each unit.
- q. Prior to final inspection and utility release for each unit, the applicant shall pre-wire each unit for satellite and cable television connections, as required by the Community Development Director. The exterior connections for the pre-wire shall be made to the roof and not on the side elevation walls of the units.
- r. Prior to the issuance of a sign permit, all signs, other than those referring to construction, sale, or future use of this site, shall be submitted for the review and approval of the Community Development Director.
- s. Prior to the issuance of a Certificate of Occupancy, the parking areas, aisles and access drives shall be installed and striped as shown on the approved site plan. Guest parking spaces shall be clearly marked as reserved for guests, as approved by the Community Development Director.
- t. Prior to the submittal for building permit review, all conditions of approval for this project, as approved by the City Council, shall be printed on the plans.

Engineering Division

- u. The development will require approval of a Final Map filed in accordance with the State Subdivision Map Act and the City of Newark Subdivision Ordinance. The final map

must be approved prior to the issuance of any building permits.

- v. The Developer shall dedicate right-of-way along the project's Newark Boulevard frontage such that the typical half-street right of way width of Newark Boulevard is fifty-two feet (52').
- w. Private improvements such fences, structures, etc. such as those as shown on Lot 1 will not be allowed within the public right-of-way. In order to facilitate the construction of the proposed private improvements, the Applicant shall petition the City to vacate a portion of Newark Boulevard right-of-way in the area of Lot 1 such that the new half-street right-of-way of Newark Boulevard is fifty-two feet (52'). If vacation of the public right-of-way is not approved, the proposed private improvements shall be redesigned in order to remove all such encroachments into the public right-of-way.
- x. Required frontage improvements along the project's Newark Boulevard frontage shall include, but are not limited to: removal of existing driveways and construction of new curb, gutter and sidewalk; construction of new City Standard driveway; street trees; landscaping and irrigation; utility relocation; installation of one (1) new City standard street light; and storm drain improvements.
- y. In lieu of removing the existing joint utility pole along the project's Newark Boulevard frontage and undergrounding all associated overhead lines across the project's entire frontage, the Applicant shall, prior to the approval of the Final Map, pay to the City a Utility Undergrounding Fee equal to the estimated cost to perform the required utility undergrounding. Fee shall be determined by the Public Works Director, based on PG&E's estimated cost to perform the required work, but shall in no case be more than \$1,100 per linear foot of undergrounding.
- z. A ten foot (10') wide Landscape and Public Utility Easement shall be dedicated along the project's Newark Boulevard frontage. All perimeter walls and fences shall be located outside of the 10' easement.
- aa. A City standard Type S driveway cut shall be constructed at the project entrance on Newark Boulevard.
- bb. Any proposed utility connections, including new potable water service, and/or underground work within structurally sound street pavement on Newark Boulevard shall be bored or jacked. Open street cuts are not permitted on Newark Boulevard unless the affected area is scheduled for a pavement overlay concurrent with the site development.
- cc. Prior to the issuance of a Certificate of Occupancy, any and all damage to public improvements as a result of construction activity associated with this project shall be repaired to the satisfaction of the City Engineer.
- dd. The Developer shall establish private street access rights and install complete street

improvements for the proposed private street within the development as shown on the Tentative Map as Parcel A.

- ee. Public Utility Easements (PUE), Sanitary Sewer Easements (SSE) and Water Line Easements (WLE) shall be established over all private streets within the subdivisions. The PUE, SSE and WLE dedication statements on the Final Map are to recite that the easements are available for, but not limited to, the installation, access and maintenance of sanitary sewers, water, electrical and communication facilities. Project entry monument signs and walls shall not be located within these easements.
- ff. The Developer shall dedicate Emergency Vehicle Access Easements (EVAE) over the clear pavement width of all private streets and alleys. Easement geometry shall be subject to the approval of the City Engineer and Fire Marshall.
- gg. Prior to approval of the final map, the developer shall guarantee all necessary street improvements within and adjoining the development in accordance with tract improvement plans to be approved by the City Engineer. These plans must be prepared by a qualified person licensed by the State of California to do such work.
- hh. Prior to the issuance of the initial grading or any building permits for this project, the developer shall submit a Storm Water Pollution Prevention Plan for the 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 Storm Water Quality Best Management Practices Handbook for Construction Activities. 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 a permanent thermoplastic stencil with the wording "No Dumping - Drains to Bay," and other applicable practices.
- ii. The project must be designed to include appropriate source control and site design measures in accordance with Provision C.3 of the Municipal Regional Stormwater NPDES Permit (MRP), Order R2-2015-0049, revised November 19, 2015, issued to the City of Newark by the Regional Water Quality Control Board, San Francisco Bay Region. Examples of source control and site design requirements include but are not limited to: directing runoff from walkways on to vegetated areas, disconnecting roof downspouts, and minimization of impervious surfaces.
- jj. The Preliminary Stormwater Management Plan, Sheet TM-7.0 of the Tentative Map, prepared by BKF dated October 26, 2018 is approved in concept only. The final

Stormwater Management Plan is subject to City Engineer review and approval prior to approval of the Tract Improvement Plans. Approval is subject to the developer providing the necessary plans, details, and calculations that demonstrate the plan complies with Provision C.3 of the Municipal Regional Stormwater NPDES Permit (MRP), Order R2-2015-0049, revised November 19, 2015, issued by the San Francisco Bay Regional Water Quality Control Board.

- kk. In accordance with Provision C.10 of the Regional Water Quality Control Board's Municipal Regional Permit, storm drain inlet filters shall be installed in all on-site and adjacent off-site storm drain inlets. The storm drain inlet filters shall meet the full trash capture requirements of the San Francisco Bay Regional Water Quality Control Board and shall comply with maintenance and performance requirements of the Mosquito Abatement District. Alternative full trash capture devices such as hydrodynamic separators or pipe screens that meet the requirements of the Regional Water Quality Control Board and Mosquito Abatement District may also be used if approved by the City Engineer.
- ll. All stormwater treatment measures and full trash capture devices are subject to review and approval by the Alameda County Mosquito Abatement District. The developer shall modify the grading, drainage, stormwater treatment or full trash capture design as necessary to satisfy any imposed requirements from the District.
- mm. Developer shall enter into an Agreement with the City of Newark that guarantees the property owner's perpetual maintenance obligation for all stormwater treatment and trash capture measures installed as part of the project. Said Agreement is required pursuant to Provision C.3 of the Municipal Regional Stormwater NPDES Permit, Order No. R2-2015-0049. Said permit requires the City to provide verification and assurance that all treatment measure and trash capture devices will be properly operated and maintained. The Agreement shall be recorded against the property and shall run with the land.
- nn. "No Dumping - Drains to Bay" thermoplastic stencils shall be placed on all on-site and adjacent off-site storm drain inlets.
- oo. The developer shall submit detailed grading and drainage plans for review and approval by the City Engineer and the Alameda County Flood Control and Water Conservation District. These plans must be based upon a City benchmark and need to include pad and finish floor elevations of each proposed structure, proposed on-site property grades, proposed elevations at property line, and sufficient elevations on all adjacent properties to show existing drainage patterns. All on-site 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.

Hydrology and hydraulic calculations shall be submitted for review and approval by the City Engineer and the Alameda County Flood Control District prior to approval of the

- final map(s). The calculations shall show that the City and County freeboard requirements will be satisfied.
- pp. 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 grading permit is required by the Building Division prior to starting site grading work.
 - qq. The applicant shall submit a detailed soils report prepared by a qualified engineer, registered with the State of California. The report shall address in-situ and import soils in accordance with the City of Newark Grading and Excavation Ordinance, Chapter 15.50. The report shall include recommendations regarding pavement sections for all public and private streets. Grading operations shall be in accordance with recommendations contained in the soils report and shall be completed under the supervision of an engineer registered in the State of California to do such work.
 - rr. The Project Geotechnical Engineer shall be retained to review all final grading plans and specifications. The Project Geotechnical Engineer shall approve all grading plans prior to City approval and issuance of grading permits.
 - ss. Prior to approval of the final map, the Applicant'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 Applicant shall incorporate the program into the required Storm Water Pollution Prevention Plan and Storm Water Treatment Measures Maintenance Agreement.
 - tt. Prior to issuance of a Certificate of Occupancy or release of utilities for any building, 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 5.0 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.
 - uu. The Developer shall incorporate a Homeowner's Association consisting of all property owners of lands in the development at the time of incorporation and in the future for the purpose of maintaining the association's property, common drive aisles, parking facilities, stormwater treatment facilities, and landscaping, including landscaping in adjacent public rights-of-way, and for paying for security lighting, any common garbage collection services, any security patrol services, if provided, and other functions of a Homeowner's Association. All common areas within the development shall be owned and maintained by the Homeowner's Association. Each property owner shall automatically become a member of the association and shall be subject to a proportionate share of the maintenance expenses. The Homeowner's Association shall be incorporated prior to the sale of any individual lots and/or prior to acceptance of tract improvements, whichever

occurs first.

- vv. Prior to City Council approval of the final map(s), the bylaws governing the property owners' association(s) and any declaration of covenants, conditions and restrictions (CC&Rs) filed for this development shall be reviewed and approved by the City Council at its discretion after mandatory review and recommendations by the City Attorney. Said covenants, conditions and restrictions shall be prominently displayed in the project sales office at all times. Approval of the covenants, conditions and restrictions shall not make the City a party to enforcement of same. The CC&Rs shall apply equally to both owners and renters. The CC&Rs shall be written to require renters to comply with the regulations of the CC&Rs, and a copy of the CC&Rs shall be given to each renter. The CC&Rs shall be written to allow less than a majority of owners to have pavement or landscape maintenance done and the cost thereof assessed to all owners in the project. The CC&Rs shall include a pavement maintenance program for on-site pavement.
- ww. The Homeowner's Association CC&Rs shall prohibit the on-site parking of non self-propelled recreational vehicles, including boats, and any self-propelled recreational vehicles not used for transportation unless separate storage facilities are provided. The CC&Rs shall regulate the provision of any on-site parking of self-propelled recreational vehicles used for transportation.
- xx. The developer shall also assist the Homeowner's Association by having a management consultant firm review the maintenance and operating functions of the association. The management consulting firm shall be responsible to prepare a written report with recommendations to the association for managing the association's obligations and setting initial monthly assessment costs for each lot in the development. Membership and assessment cost shall be mandatory for all property owners of property in the development and shall run with the land. The developer shall pay all costs of incorporation and initial management review and reports.
- yy. The Homeowner's Association shall be responsible for trash and litter control and sweeping of all private streets within the development. All private storm drain systems and all associated trash capture devices shall be cleaned on a regularly scheduled basis as detailed in the required Stormwater Treatment Measures Maintenance Agreement.
- zz. The Homeowner's Association shall be required to contract with a professional management firm to handle all necessary maintenance operations. Documentation of such contract shall be submitted to the City of Newark. All commonly owned facilities shall be properly maintained in a manner consistent with the CC&Rs and project requirements.
- aaa. The CC&Rs for the project shall include a disclosure statement to all property owners indicating that the project site is located within a seismic hazard zone for liquefaction. The disclosure statement shall indicate that the buildings have been designed to current code requirements. The disclosure statement shall also indicate that the buildings, site

improvements, and utilities are subject to damage during an earthquake and that the buildings may be uninhabitable after an earthquake. This CC&R disclosure statement is subject to review and approval of the City Engineer prior to final map approval.

- bbb. The Developer is to provide a complete set of construction plans and a copy of the project geotechnical report and recorded Final Map to the Homeowners Association at the time of its formation.
- ccc. The CC&Rs shall contain a provision that prohibits the amendment of those provisions of the CC&Rs requested by City without the City's approval.
- ddd. All new utilities including, but not limited to, electric, telephone and cable television services shall be provided underground for all buildings in the development in accordance with the City of Newark Subdivision Standards. Electrical transformers shall be installed in underground vaults with an appropriate public utility easement or within the public right-of-way.
- eee. Private street lighting shall be provided with sufficient wattage and spacing to provide a minimum maintained foot-candle level of 0.10 at all points along the paved surface of the Private Street.
- fff. The Street Light and Joint Trench plan shall be submitted by the applicant with the first tract improvement plan check and approved prior to final map approval.
- ggg. The developer shall request Pacific, Gas & Electric Co. to commence with the design of the underground utility improvements for the proposed development immediately following approval of the tentative map.
- hhh. The developer shall submit design development Landscape Plans with the first tract improvement plan check. The Landscape Plans shall show details, sections and supplemental information as necessary for design coordination of the various civil design features and elements including utility location to the satisfaction of the City Engineer. Complete Landscape Plans shall be concurrently approved with the tract improvement plans and Final Map.
- iii. 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 removed tracked dirt and debris from adjacent streets.
- jjj. The developer shall implement the following measures for the duration of all construction activity to minimize air quality impacts:
 - 1. Watering should be used to control dust generation during demolition of structures and break-up of pavement.

2. All trucks hauling demolition debris from the site shall be covered.
3. Dust-proof chutes shall be used to load debris into trucks whenever feasible. Watering should be used to control dust generation during transport and handling of recycled materials.
4. All active construction areas shall be watered at least twice daily and more often during windy periods; active areas adjacent to the existing land uses shall be kept damp at all times or shall be treated with non-toxic stabilizers or dust palliatives.
5. All trucks hauling soil, sand, and other loose materials shall be covered or require all trucks to maintain at least 2 feet of freeboard.
6. All unpaved access roads, parking areas, and staging areas at construction sites shall be paved, watered three times daily, or treated with (non-toxic) soil stabilizers.
7. All paved access roads, parking areas, and staging areas at construction sites shall be swept daily with water sweepers; water sweepers shall vacuum up excess water to avoid runoff-related impacts to water quality.
8. Limit traffic speeds on unpaved roads to 15 mph.
9. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.
10. Replant vegetation in disturbed areas as quickly as possible.
11. Minimize idling time (5 minutes maximum).
12. Maintain properly tuned equipment.

These measures shall be incorporated into the grading specifications as well as the best management practices of the storm water pollution prevention plan, and shall be implemented to the satisfaction of the City Engineer.

kkk. The developer shall provide all required paper and digital submittals of the tentative map, project final map, tract improvement plans, and as-built plans as required by the City Engineer, including, but not necessarily limited to the following: (1) One full-sized reproducible copy and one reduced reproducible copy of the approved tentative map; (2) Electronic copies of the approved final map and improvement plans in a format approved by the City Engineer; (3) One full-sized mylar copy and one electronic copy of the recorded final map; (4) Four photocopied sets of the approved tract improvement plans; (5) One electronic copy and one mylar set of the as-built tract improvement plans. All digital copies of the final map and improvement plans shall be prepared in accordance with Southern Alameda County GIS Authority digital submittal standards.

lll. The plans submitted for construction must be drawn to an appropriate scale as required by the City Engineer.

Landscape Division

mmm. The developer shall retain a licensed landscape architect to prepare working drawings for landscape plans in accordance with City of Newark requirements. All landscape plans are subject to the review and approval of the City Engineer.

- nnn. Landscape construction plans shall be developed in accordance with Newark Municipal Code Section 15.44.080 related to Bay Friendly Landscaping Practices and City of Newark standard details.
- ooo. All landscaping materials selected for landscape-based stormwater treatment measures shall be consistent with the recommendations in the Alameda Countywide Clean Water Program C.3 Technical Guidance Manual.
- ppp. 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.
- qqq. Prior to approval of the final map, the developer shall enter into a Landscape Maintenance Agreement to ensure the perpetual maintenance of all landscaping along the property frontage and within the common areas of the site. This agreement shall be transferred to the Homeowners Association and incorporated into the project CC&Rs.
- rrr. This project is subject to all applicable requirements of the State of California's Model Water Efficient Landscape Ordinance. The landscape design plan package, including the design plans, shall include all applicable requirements specified in this ordinance.
- sss. 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.
- ttt. 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.
- uuu. 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.

Fire Division

- vvv. Each house shall be provided with a NFPA 13D automatic fire sprinkler Systems.
- www. A sign will be requiring indicating dead end at the 150-foot mark.

Building Division

- xxx. Construction for this project, including site work and all structures, can occur only between the hours of 8:00 AM and 7:00 PM, Monday through Saturday and between the hours of 10:00 AM and 6:00 PM on Sundays and holidays. The applicant may make a written request to the Building Official for extended 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 hours/days, the time duration of the request, the proximity to residential neighborhoods and input by affected neighbors. All approvals will be done so in writing.
- yyy. Each building shall be equipped with a fully automatic fire sprinkler system.
- zzz. This project will require a demolition permit from both the City and the Bay Area Air Quality Control Board.
- aaaa. This project will require the payment of school developer fees. School developer fees are assessed and collected by the Newark Unified School District

Police Division

- bbbb. The development shall comply with Chapter 15.06, Security Code, of the Newark Municipal Code and Section 5.10 of the California Fire Code for radio reception.
- cccc. Housing numbers should be well placed, illuminated and easily recognizable for first responders.

General

- dddd. 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 applicant shall pay the prevailing fee for each additional separate submittal of project exhibits requiring Planning Commission and/or City Council review and approval.
- eeee. If any condition of this Vesting Tentative Tract Map be declared invalid or unenforceable by a court of competent jurisdiction, Vesting Tentative Tract Map shall terminate and be of no force and effect, at the election of the City Council on motion.
- ffff. The applicant 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.

- gggg. In the event that any person should bring an action to attack, set aside, void or annul the City's approval of this project, the applicant shall defend, indemnify and hold harmless the City and/or its agents, officers and employees from any claim, action, or proceeding against the City and/or its agents, officers and employees with counsel selected by the applicant (which shall be the same counsel used by applicant) and reasonably approved by the City. Applicant's obligation to defend, indemnify and hold harmless the City and/or its agents, officers and employees shall be subject to the City's compliance with Government Code Section 66474.9.

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

ORDINANCE NO.

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

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

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

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

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

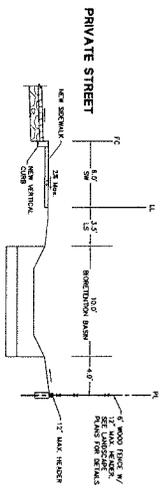
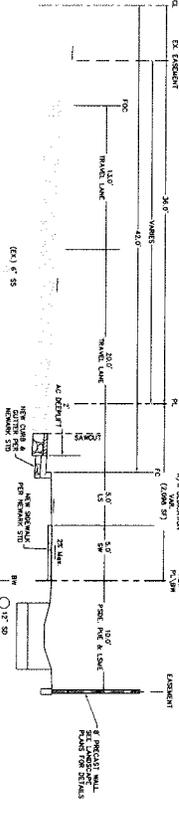
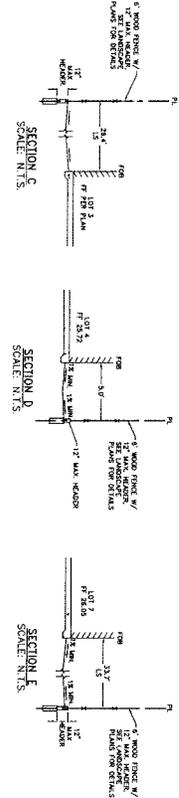
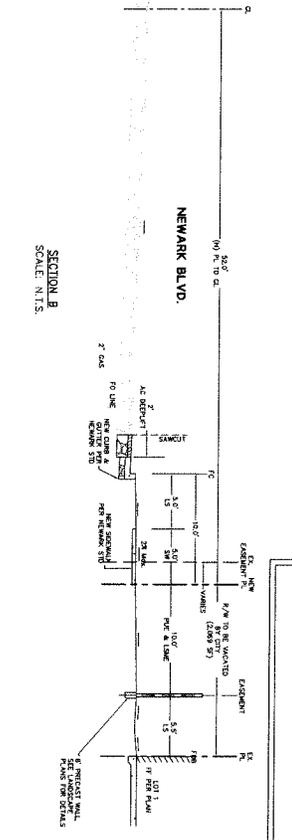
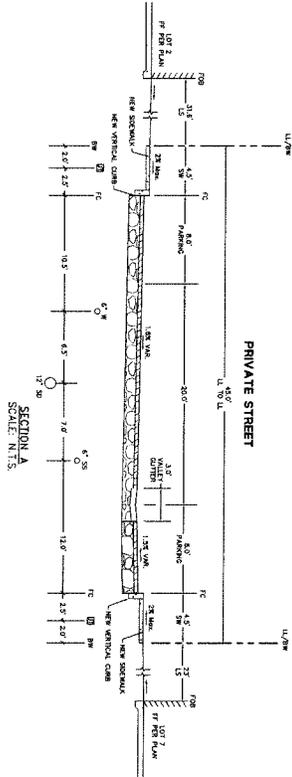
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TM-30
 EXHIBIT A B3
 GRAPHIC SCALE
 1" = 40' 0"

LEGEND

- PROPERTY LINE
- EXISTING STORM DRAIN
- EXISTING SANITARY SEWER
- EXISTING DOMESTIC WATER
- EXISTING NATURAL GAS
- EXISTING OVERHEAD LINE
- EXISTING OPTIC LINE
- STORM DRAIN MANHOLE
- SANITARY SEWER MANHOLE
- CURB MANHOLE/INLET
- WATER METER
- JUMP POLE
- SKR
- SKR (DOUBLE POLE)
- FREETLIGHT
- UTILITY MAST
- SPOT ELEVATION
- EXISTING TREE TO BE REMOVED
- EXISTING TREE TO REMAIN
- REMOVE EX. UTILITY LINE
- REMOVE ASPHALT AND BASECOURSE
- REMOVE CONCRETE PAVEMENT AND BASECOURSE (INCLUDES CURB, GUTTER, MANHOLE, TIE-IN AND ETC.)





SECTION E
SCALE: N.T.S.

ABBREVIATIONS

1/8"	1/8" CONC. CURB
1/2"	1/2" CONC. CURB
3/4"	3/4" CONC. CURB
1"	1" CONC. CURB
1 1/2"	1 1/2" CONC. CURB
2"	2" CONC. CURB
3"	3" CONC. CURB
4"	4" CONC. CURB
6"	6" CONC. CURB
8"	8" CONC. CURB
10"	10" CONC. CURB
12"	12" CONC. CURB
15"	15" CONC. CURB
18"	18" CONC. CURB
24"	24" CONC. CURB
30"	30" CONC. CURB
36"	36" CONC. CURB
42"	42" CONC. CURB
48"	48" CONC. CURB
54"	54" CONC. CURB
60"	60" CONC. CURB
66"	66" CONC. CURB
72"	72" CONC. CURB
78"	78" CONC. CURB
84"	84" CONC. CURB
90"	90" CONC. CURB
96"	96" CONC. CURB
102"	102" CONC. CURB
108"	108" CONC. CURB
114"	114" CONC. CURB
120"	120" CONC. CURB
126"	126" CONC. CURB
132"	132" CONC. CURB
138"	138" CONC. CURB
144"	144" CONC. CURB
150"	150" CONC. CURB
156"	156" CONC. CURB
162"	162" CONC. CURB
168"	168" CONC. CURB
174"	174" CONC. CURB
180"	180" CONC. CURB
186"	186" CONC. CURB
192"	192" CONC. CURB
198"	198" CONC. CURB
204"	204" CONC. CURB
210"	210" CONC. CURB
216"	216" CONC. CURB
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498"	498" CONC. CURB
504"	504" CONC. CURB
510"	510" CONC. CURB
516"	516" CONC. CURB
522"	522" CONC. CURB
528"	528" CONC. CURB
534"	534" CONC. CURB
540"	540" CONC. CURB
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552"	552" CONC. CURB
558"	558" CONC. CURB
564"	564" CONC. CURB
570"	570" CONC. CURB
576"	576" CONC. CURB
582"	582" CONC. CURB
588"	588" CONC. CURB
594"	594" CONC. CURB
600"	600" CONC. CURB
606"	606" CONC. CURB
612"	612" CONC. CURB
618"	618" CONC. CURB
624"	624" CONC. CURB
630"	630" CONC. CURB
636"	636" CONC. CURB
642"	642" CONC. CURB
648"	648" CONC. CURB
654"	654" CONC. CURB
660"	660" CONC. CURB
666"	666" CONC. CURB
672"	672" CONC. CURB
678"	678" CONC. CURB
684"	684" CONC. CURB
690"	690" CONC. CURB
696"	696" CONC. CURB
702"	702" CONC. CURB
708"	708" CONC. CURB
714"	714" CONC. CURB
720"	720" CONC. CURB
726"	726" CONC. CURB
732"	732" CONC. CURB
738"	738" CONC. CURB
744"	744" CONC. CURB
750"	750" CONC. CURB
756"	756" CONC. CURB
762"	762" CONC. CURB
768"	768" CONC. CURB
774"	774" CONC. CURB
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810"	810" CONC. CURB
816"	816" CONC. CURB
822"	822" CONC. CURB
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894"	894" CONC. CURB
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954"	954" CONC. CURB
960"	960" CONC. CURB
966"	966" CONC. CURB
972"	972" CONC. CURB
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984"	984" CONC. CURB
990"	990" CONC. CURB
996"	996" CONC. CURB
1002"	1002" CONC. CURB
1008"	1008" CONC. CURB
1014"	1014" CONC. CURB
1020"	1020" CONC. CURB
1026"	1026" CONC. CURB
1032"	1032" CONC. CURB
1038"	1038" CONC. CURB
1044"	1044" CONC. CURB
1050"	1050" CONC. CURB
1056"	1056" CONC. CURB
1062"	1062" CONC. CURB
1068"	1068" CONC. CURB
1074"	1074" CONC. CURB
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1086"	1086" CONC. CURB
1092"	1092" CONC. CURB
1098"	1098" CONC. CURB
1104"	1104" CONC. CURB
1110"	1110" CONC. CURB
1116"	1116" CONC. CURB
1122"	1122" CONC. CURB
1128"	1128" CONC. CURB
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1146"	1146" CONC. CURB
1152"	1152" CONC. CURB
1158"	1158" CONC. CURB
1164"	1164" CONC. CURB
1170"	1170" CONC. CURB
1176"	1176" CONC. CURB
1182"	1182" CONC. CURB
1188"	1188" CONC. CURB
1194"	1194" CONC. CURB
1200"	1200" CONC. CURB

SECTION A: 65

Date: 11/26/2018	No.	Revisions
Scale: 1"=5'		
Design: RS		
Drawn: RS		
Approved: JM		
Job No.: 20178250		

TM-5.1	
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36304-36310 NEWARK BOULEVARD
TRACT 8498
TYPICAL CROSS SECTIONS
NEWARK ALAMEDA COUNTY CALIFORNIA

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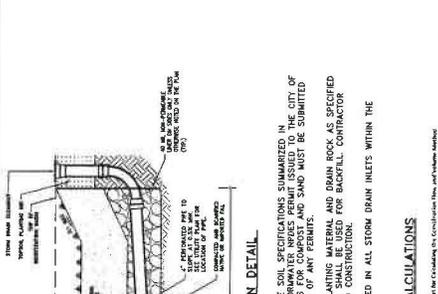
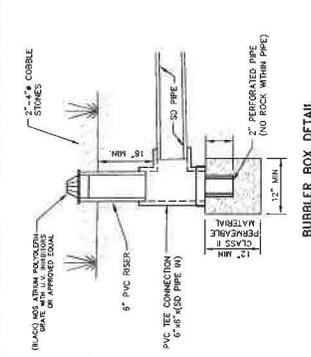


DATE	11/28/2018
BY	W
PROJECT	36304-36310 NEWARK BOULEVARD
DESCRIPTION	PRELIMINARY STORMWATER MANAGEMENT PLAN
SCALE	AS SHOWN
APP. NO.	2018-00787250

TM-7.0
EXHIBIT A B9

LEGEND

	PROPERTY LINE
	DRAINAGE AREA BOUNDARY
	BIORETENTION BASIN
	PROPOSED STORM DRAIN (TREATED)
	OVERLAP STORM DRAIN (TREATED)
	STORM DRAIN JUNCTION BOX
	ACCESS MANHOLE
	BUBBLER BOX
	STORM DRAIN/INLET STORM CATCHMENT
	DRAINAGE AREA
	TREATMENT AREA



NOTE:
 1. BIORETENTION SOIL MIX SHALL COMPLY WITH THE SOIL SPECIFICATIONS SUMMARIZED IN ATTACHMENT C OF THE MUNICIPAL REGIONAL STORMWATER PERMIT ISSUED TO THE CITY OF NEWARK. THE SOIL MIX SHALL BE SUBMITTED TO THE CITY ENGINEER PRIOR TO THE ISSUANCE OF ANY PERMITS.
 2. BACKFILL BIORETENTION ONLY WITH PERMEABLE PLANTING MATERIAL AND DRAIN ROCK AS SPECIFIED IN THIS DETAIL. ABSOLUTELY NO NATIVE MATERIAL SHALL BE USED FOR BACKFILL CONTRACTOR.
 3. BEST MANAGEMENT PRACTICES SHALL BE INSTALLED IN ALL STORM DRAIN INLETS WITHIN THE DEVELOPMENT.

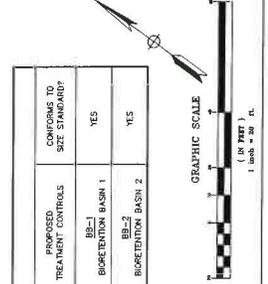
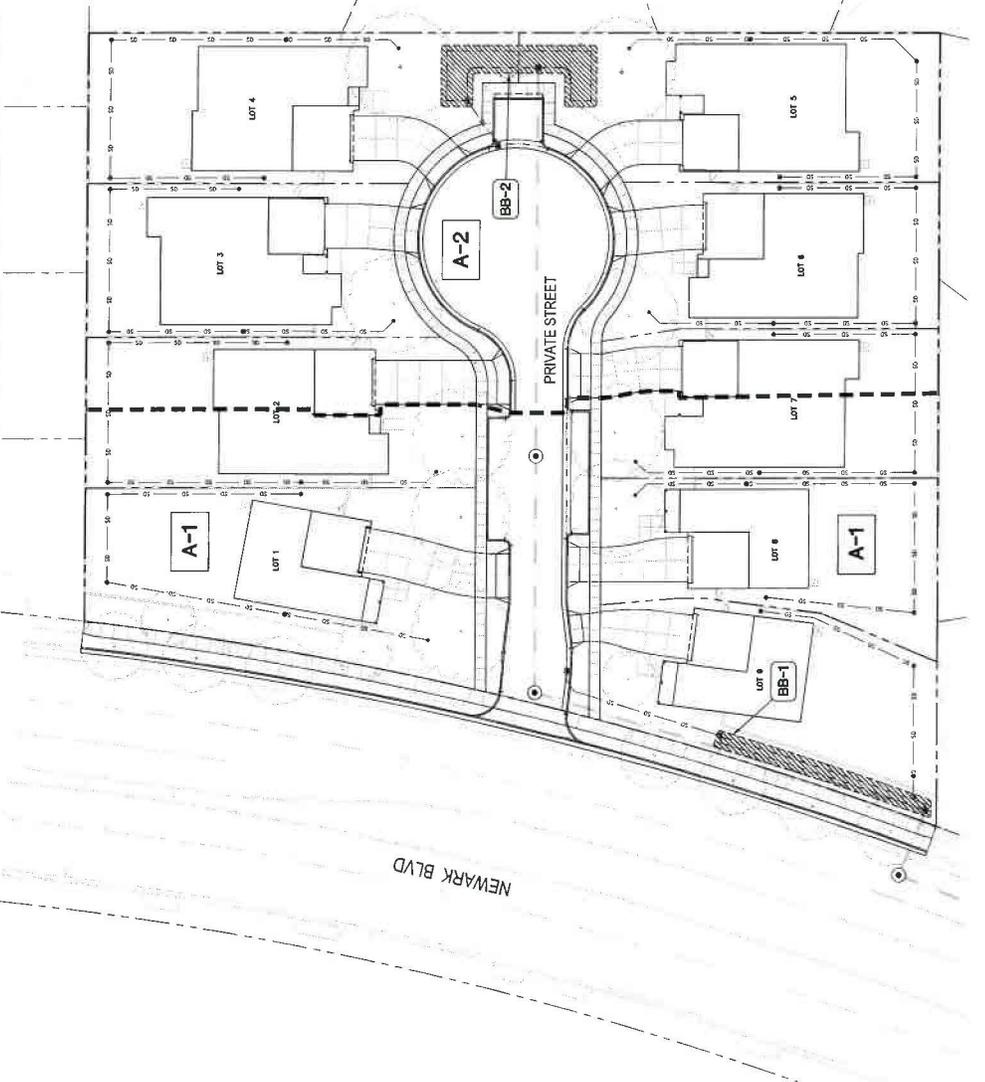
COMBO METHOD CALCULATIONS

Method used for Calculating the Combination Flow and Volume Method

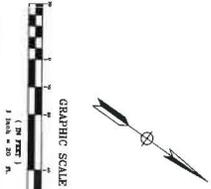
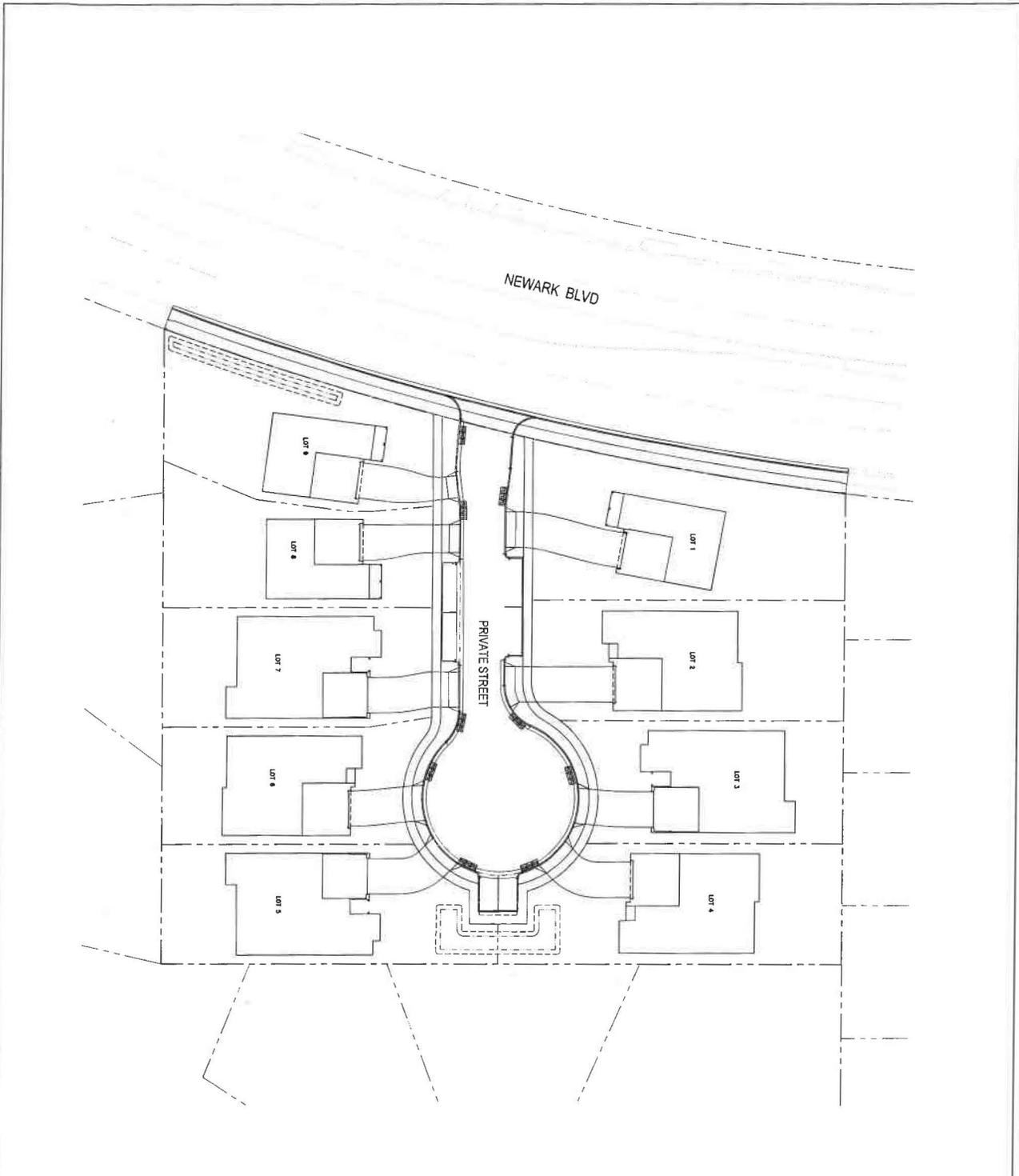
Drainage Area	Impervious Surface (SQ. FT.)	Permeable Surface (SQ. FT.)	Volume Generated (CF)	Volume Required (CF)	Volume Excess (CF)
A-1	19,425	14,275	465	500	335
A-2	17,849	23,285	716	840	134

TREATMENT CONTROL MEASURE SUMMARY TABLE

Drainage Area	Impervious Surface (SQ. FT.)	Permeable Surface (SQ. FT.)	Type of Impervious Surface	Volume Generated (CF)	Volume Required (CF)	Volume Excess (CF)	Proposed Treatment Controls	Conforms to Size Standard?
A-1	19,425	14,275	ROOF, ASPHALT, CONCRETE	465	500	335	BB-1 BIORETENTION BASIN 1	YES
A-2	17,849	23,285	ROOF, ASPHALT, CONCRETE	716	840	134	BB-2 BIORETENTION BASIN 2	YES



U.S. CUSTOMARY UNITS:
 1. THE COMBO METHOD IS USED TO SIZE THE C.I. TREATMENT AREAS. SEE RIGHT FOR CALCULATIONS.
 2. THE PRELIMINARY BIOTREATMENT SYSTEM SIZING AND DESIGN IS SUBJECT TO MODIFICATIONS DURING THE DESIGN PHASE OF THE PROJECT.



LEGEND	
	PROPERTY LINE
	TRASH CART

EXHIBIT A p10
TM-80

Date:	No.	Revisions
11/29/2018		
Scale: 1"=20'		
Design: RS		
Drawn: RS		
Approved: JM		
Job No: 20178250		



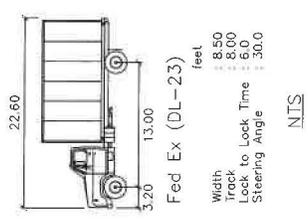
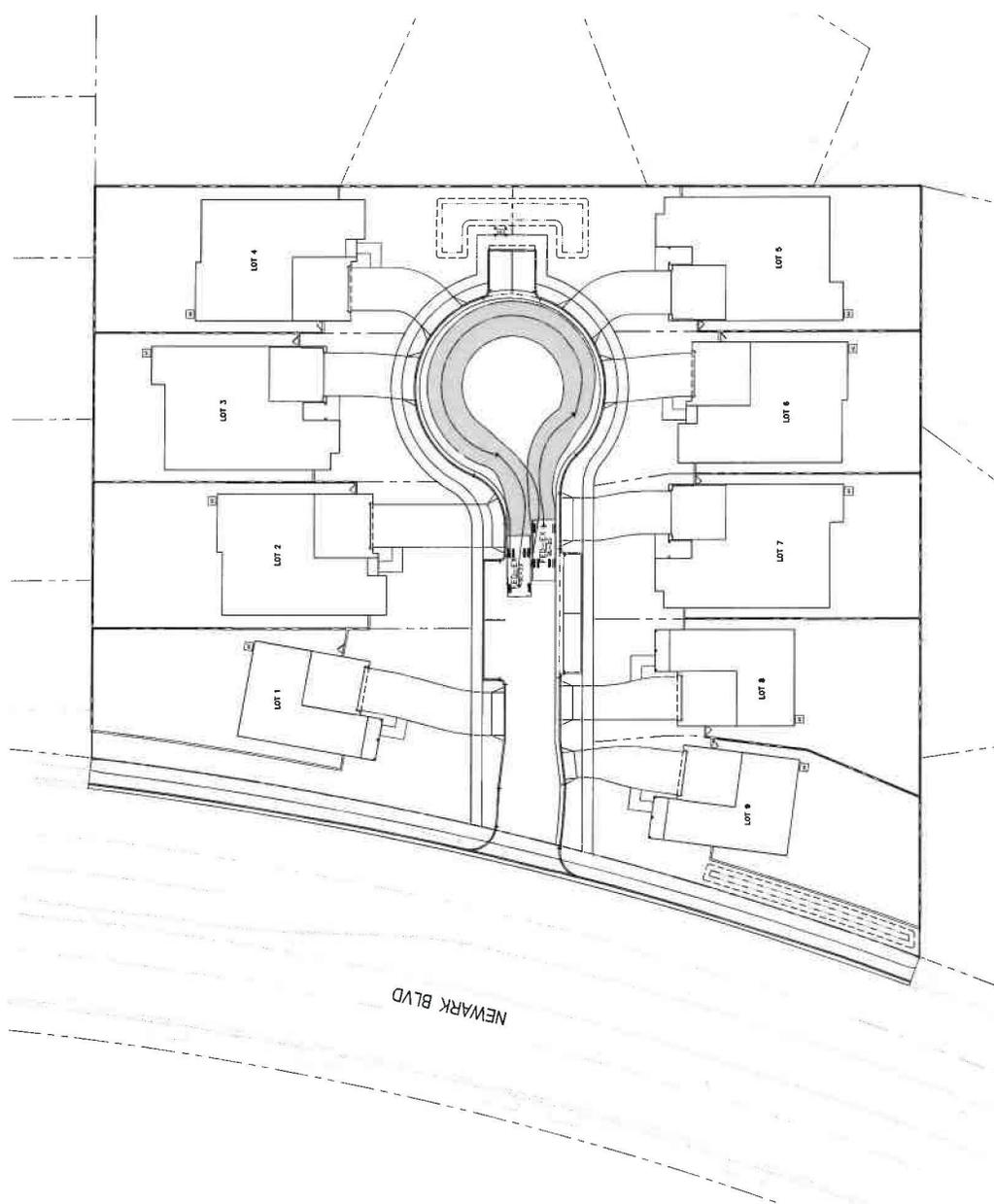
36304-36310 NEWARK BOULEVARD
TRACT 8498
SOLID WASTE DISPOSAL PLAN
NEWARK ALAMEDA COUNTY CALIFORNIA

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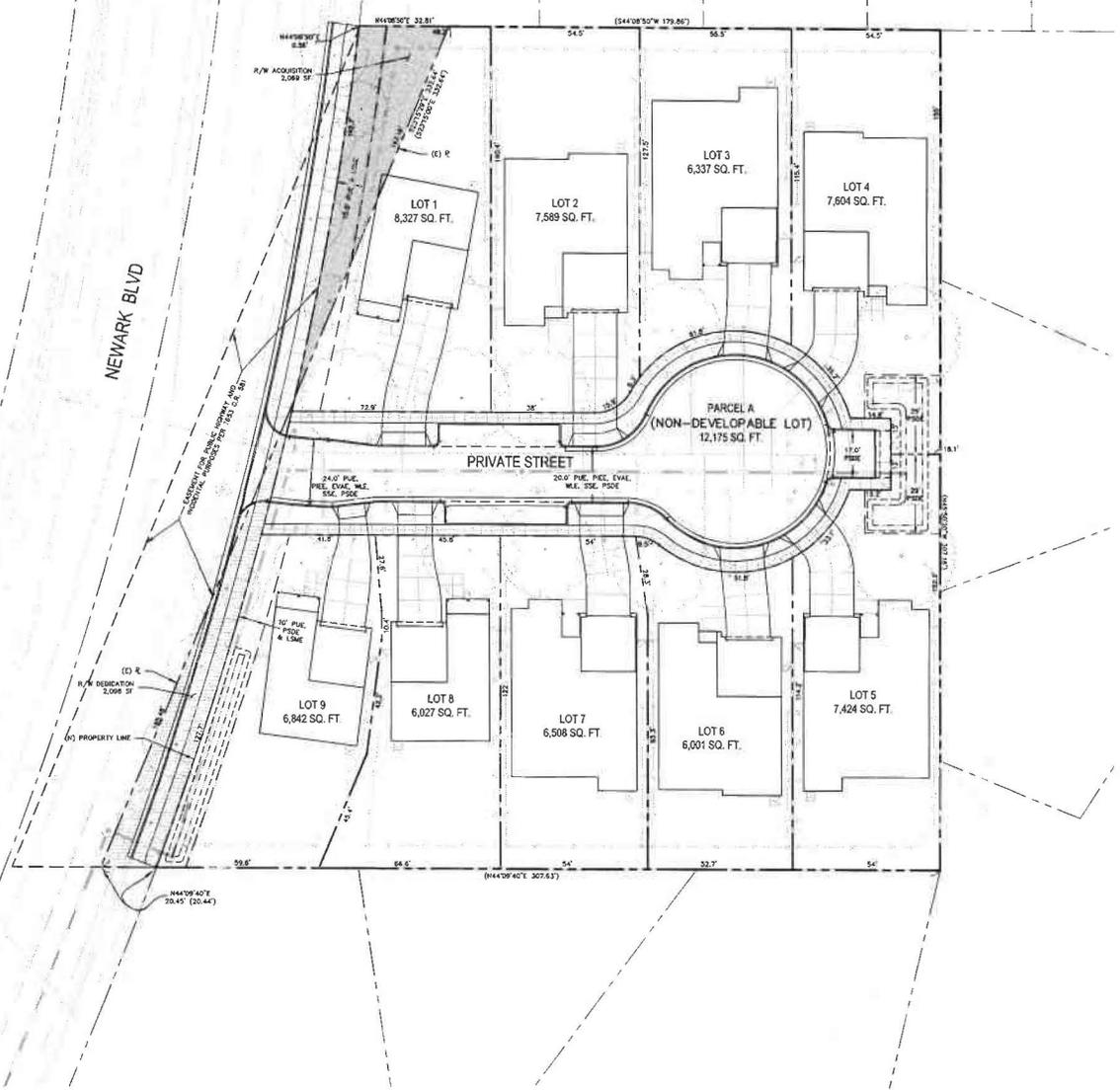


Project No.	1726/2018
Scale	1" = 20'
Drawn by	RS
Checked by	RS
Project Name	NEWARK BOULEVARD
Client	TM-9.0
Date	1/26/2018
Sheet No.	1

TM-9.0
 EXHIBIT A.P1



NEWARK BLVD



LEGEND

PROPERTY LINE
 LOT LINE
 EASEMENT
 CENTERLINE
 DIRECTIONAL BASIN
 R/W ACQUISITION
 R/W DEDICATION

ABBREVIATIONS

SWT DRIVEWAY
 EME EMERGENCY VEHICLE ACCESS EASEMENT
 LS LANDSCAPE
 LME LANDSCAPE MAINTENANCE EASEMENT
 PFE PRIVATE ADDRESS EGRESS EASEMENT
 PSE PRIVATE STORM DRAIN EASEMENT
 SSE SANITARY SEWER EASEMENT
 PUE PUBLIC UTILITY EASEMENT
 WLE WATER LINE EASEMENT
 R/W RIGHT OF WAY
 SW SCENIC
 TM TYPICAL

NOTES

1. SEE LANDSCAPE PLANS FOR PERIMETER FENCE DETAILS.

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ENGINEERS SURVEYORS PLANNERS

**36304-36310 NEWARK BOULEVARD
 TRACT 8498
 VESTING TENTATIVE MAP**

ALAMEDA COUNTY
 NEWARK

DATE: 11/28/2018
 SCALE: 1"=20'
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NUMBER: 20170220

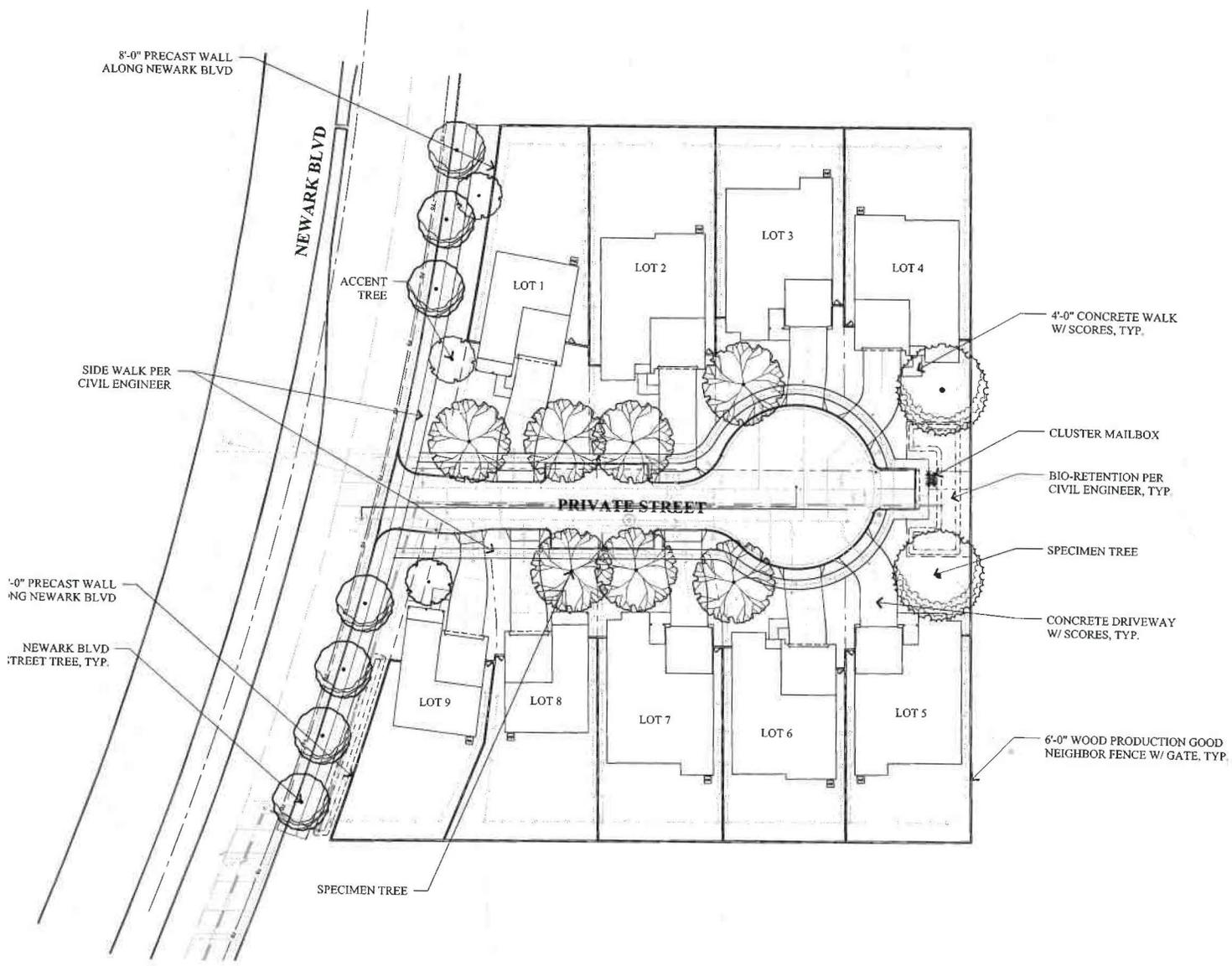
PROJECT: [Name]

DATE: 11/28/2018
 SCALE: 1"=20'
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NUMBER: 20170220

GRAPHIC SCALE
 (IN FEET)
 1 inch = 20 ft.

EXHIBIT A p12

TM-10.0

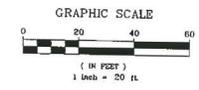


PROPOSED TREE PALETTE

BOTANICAL NAME	COMMON NAME	SIZE	WATER USE
NEWARK STREET TREE UNDER OVERHEAD LINES			
MAGNOLIA SOULANGIANA	SAUCER MAGNOLIA	24" BOX	MEDIUM
SPECIMEN TREE			
CEDRUS DEODARA	DEODAR CEDAR	36" BOX	LOW
ULMUS HYBRID 'FRONTIER'	FRONTIER ELM	24" BOX	LOW
ACCENT TREES			
FRAXINUS C. KRÄUTER VESUVIUS	FLOWERING PLUM	15 GALLON	LOW

NOTES:

1. ALL TREES SHALL BE PLANTED AND STAKED PER CITY STANDARDS.
2. TREES BE PLANTED WITHIN 5' OF HARDSCAPE ELEMENTS, SHALL HAVE A LINEAR ROOT BARRIER INSTALLED ADJACENT TO THE HARDSCAPE ELEMENT AT TIME OF TREE PLANTING.
3. LANDSCAPE AND IRRIGATION SHALL COMPLY WITH CITY'S CURRENT WATER-EFFICIENT LANDSCAPE ORDINANCE.
4. ALL PLANTING AREAS SHALL BE AUTOMATICALLY IRRIGATED PER CITY STANDARDS, USING LOW-FLOW SPRAY, BUBBLERS OR DRIP METHODS.
5. ALL PLANTING AREAS SHALL BE MULCHED TO A MINIMUM DEPTH OF 3".



RIPLCY
LANDSCAPE ARCHITECTURE
 LAND PLANNING
 1615 INDIANEA STREET
 SUITE 314
 WALNUT CREEK, CA 94596
 TEL: 925.938.7377
 www.ripclydesign.com

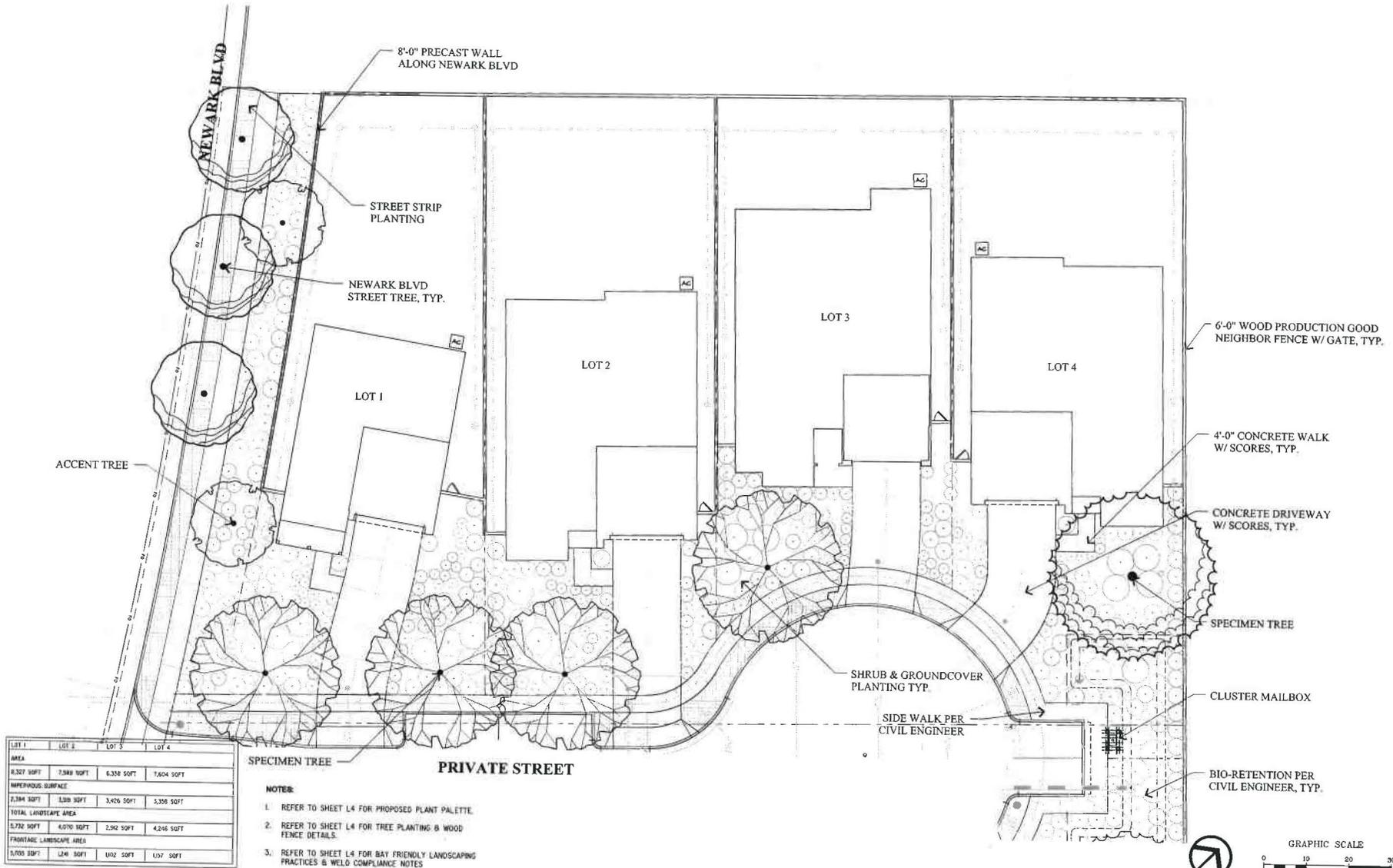
CLASSIC COMMUNITIES
 1068 E Meadow Cir.
 Folsom, CA 94303
 TEL: (650) 493-9000

36304-36310 NEWARK BLVD.
 Classics at Newark, Tract 8498
 Newark, CA

Preliminary Landscape Site Plan

EXHIBIT A p13

L1



TRIPLE RIPLEY
 LANDSCAPE ARCHITECTURE
 LAND PLANNING
 1615 BENVENENZA STREET
 SUITE 314
 WALNUT CREEK, CA 94596
 TEL: 925.938.7377
 www.ripleydesign.com

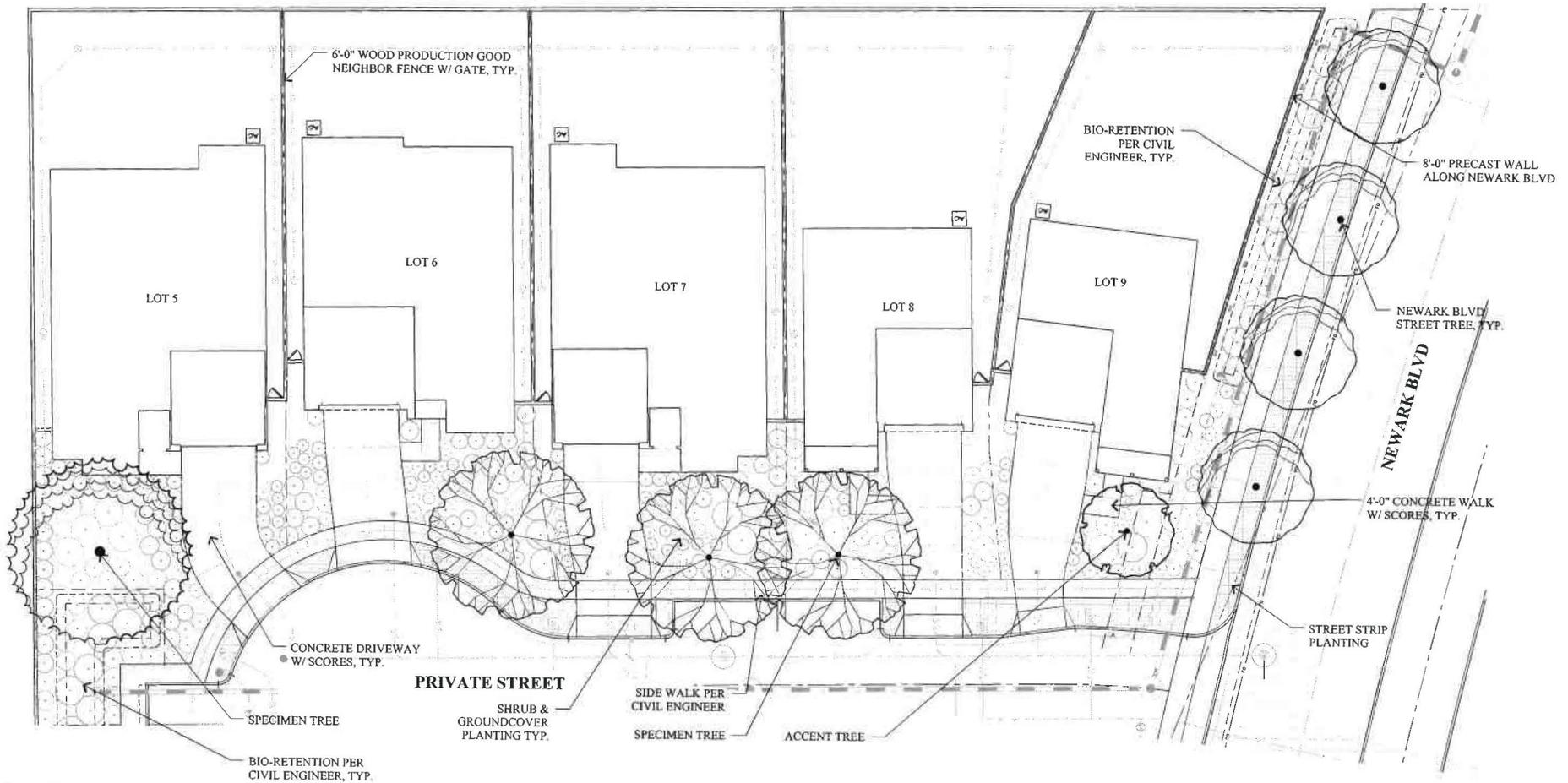
CLASSIC COMMUNITIES
 1062 S Meadow Cir.
 Palo Alto, CA 94303
 TEL: (650) 493-9000

36304-36310 NEWARK BLVD.
 Classics at Newark, Tract 8498
 Newark, CA

Preliminary Front Yard
 Lots 1 - 4

EXHIBIT Ap14

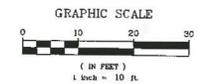
L2



LOT 5	LOT 6	LOT 7	LOT 8	LOT 9
AREA				
7,624 SQFT	6,001 SQFT	8,508 SQFT	6,039 SQFT	6,842 SQFT
IMPERVIOUS SURFACE				
3,496 SQFT	3,251 SQFT	3,542 SQFT	2,373 SQFT	2,349 SQFT
TOTAL LANDSCAPE AREA				
3,928 SQFT	2,750 SQFT	2,966 SQFT	3,666 SQFT	4,493 SQFT
FRONTAGE LANDSCAPE AREA				
153 SQFT	1,003 SQFT	948 SQFT	807 SQFT	1,064 SQFT

NOTES:

1. REFER TO SHEET L4 FOR PROPOSED PLANT PALETTE.
2. REFER TO SHEET L4 FOR TREE PLANTING & WOOD FENCE DETAILS.
3. REFER TO SHEET L4 FOR BAY FRIENDLY LANDSCAPING PRACTICES & WELD COMPLIANCE NOTES



**LANDSCAPE ARCHITECTURE
LAND PLANNING**
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SUITE 314
WALNUT CREEK, CA 94596
TEL: 925-938-7377
www.riplydesign.com

CLASSIC COMMUNITIES
1068 E Meadow Cir.
Palo Alto, CA 94303
TEL: (650) 453-9000

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Classics at Newark, Tract 8498
Newark, CA

Preliminary Front Yard
Lots 5 - 9

EXHIBIT A p15

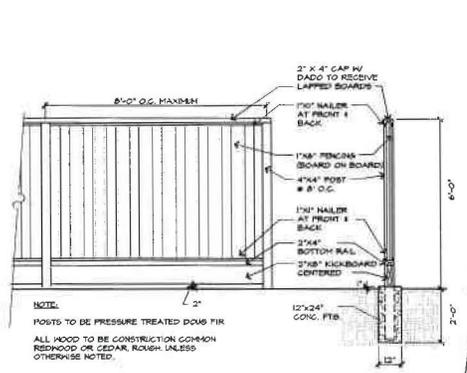
L3

PRELIMINARY PROPOSED PLANT PALETTE

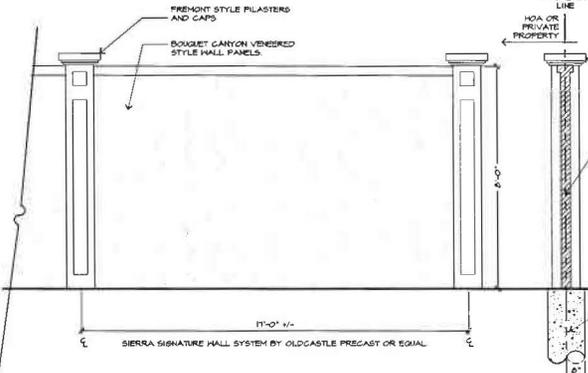
BOTANICAL NAME	COMMON NAME	WATER USE	SIZE	BOTANICAL NAME	COMMON NAME	WATER USE	SIZE	BOTANICAL NAME	COMMON NAME	WATER USE	SIZE
SHRUBS - BACKGROUND				SHRUBS - FOREGROUND				GROUNDCOVERS			
ACACIA 'YOUNG IT'	RIVER WATTLE	LOW	5 GALLON	DIETES DIVIDUES	FORTNIGHT LILY	LOW	5 GALLON	LANTANA MONTEVIDENSIS	TRAILING LANTANA	LOW	1 GALLON
GREVILLEA NOELFLY	WOOLY GREVILLEA	LOW	5 GALLON	NAIADIA D. 'WOLF STREAM'	RAKY STREAM BAMBOO	LOW	5 GALLON	ROSMARIJUS D. 'MONTINGTON CARPET'	DWARF ROSEMARY	LOW	1 GALLON
LANTANA MARIANA	TRAIL WAXFLOW	LOW	5 GALLON	COSTUS VIBRATUS	ROCKROSE	LOW	5 GALLON				
LOPATORIUM CHINENSE	CHINESE FRINGE FLOWER	LOW	5 GALLON	DIETES BICOLOR	FORTNIGHT LILY	LOW	5 GALLON				
NAIADIA D. 'WOLF STREAM'	RAKY STREAM BAMBOO	LOW	5 GALLON	PHYRIMIA T. 'MARI MADELY'	NEW ZEALAND FLAX	LOW	5 GALLON				
PHAYROLOGI L. 'BALLEERNA'	INDIA SAWTOOTH	LOW	5 GALLON	PROFRANIA T. 'YELLOW WAVE'	DWARF TOONIA	LOW	5 GALLON				
SOLLIA HETEROPHYLLA	BUDELLI CREEPER	LOW	5 GALLON	PITTOSPORIUM 'WHELLEN'S DWARF'	BUDELLI CREEPER	LOW	5 GALLON				
STYRAX VULGARIS	CONANT LILAC	LOW	5 GALLON	SOLLIA HETEROPHYLLA	BUDELLI CREEPER	LOW	5 GALLON				
XILOSLMA C. 'COMPACTA'	COMPACT XILOSLMA	LOW	5 GALLON								
SHRUBS - FOUNDATION				SHRUBS - ACCENT							
JUNIPERUS S. 'NEEDORA'	COLUMBIAN JUNIPER	LOW	5 GALLON	BOUFEUILLA L. 'BLONDE AMBITION'	BLUE GRAMA GRASS	LOW	1 GALLON				
LEUCOSTAEMUM CHINENSE	CHINESE FRINGE FLOWER	LOW	5 GALLON	CAREX TRIPULICOLA	BERKELEY SEDGE	LOW	1 GALLON				
OLEA E. 'LITTLE OLIVE'	DWARF OLIVE	LOW	5 GALLON	ERIGONIUM KARWINSKIANS	SANTA BARBARA EASTY	LOW	1 GALLON				
PHYRIMIA L. 'BALLEERNA'	INDIA SAWTOOTH	LOW	5 GALLON	EURYPYRIS P. 'MUNCHING'	DWARF EMBRYONS	LOW	1 GALLON				
ROSMARIJUS D. 'TUSCAN BLUE'	UPRIGHT ROSEMARY	LOW	5 GALLON	HELICTRODIUM SEMPERVIRENS	BLUE OAT GRASS	LOW	1 GALLON				
XILOSLMA C. 'COMPACTA'	COMPACT XILOSLMA	LOW	5 GALLON	LAVANULA A. 'TITCHEY'	SPANGY LAVENDER	LOW	1 GALLON				
				NEPETA FACIOLIA	CATMINT	LOW	1 GALLON				
				PENSTEMON H. 'MARGARITA BOF'	DWARF FOUNTAIN GRASS	LOW	1 GALLON				
				BLUE PENSTEMON	BLUE PENSTEMON	LOW	1 GALLON				

BOTANICAL NAME	COMMON NAME	WATER USE	SIZE
STREET STRIP PLANTING	MAIRE'S FESCUE	LOW	1 GALLON
	DIETES DIVIDUES	LOW	1 GALLON
	FORTNIGHT LILY	LOW	1 GALLON

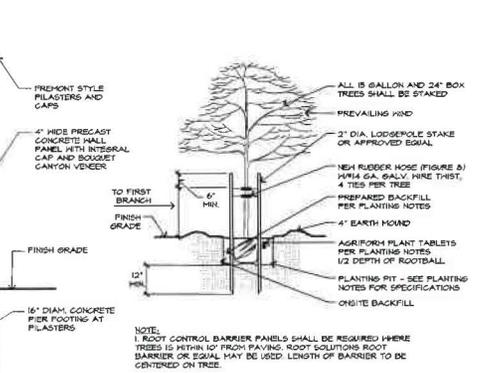
- KEY TO PRELIMINARY PLANTING PALETTE**
1. Botanical name and common name of plant material to be used in landscape design.
2. Water use classification (LOW, MEDIUM, HIGH).
3. Size of plant material to be used in landscape design.
4. Plant material to be used in landscape design.
5. Plant material to be used in landscape design.
6. Plant material to be used in landscape design.
7. Plant material to be used in landscape design.
8. Plant material to be used in landscape design.
9. Plant material to be used in landscape design.
10. Plant material to be used in landscape design.



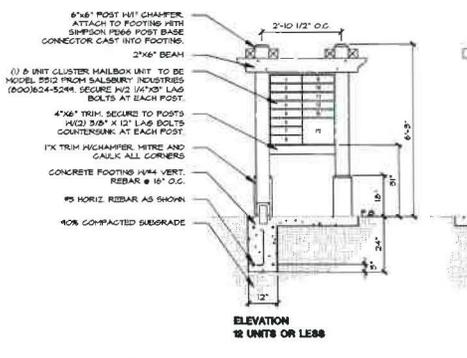
A INTERIOR SIDEYARD WOOD FENCE W/ KICKBOARD SCALE: 1/2" = 1'-0"



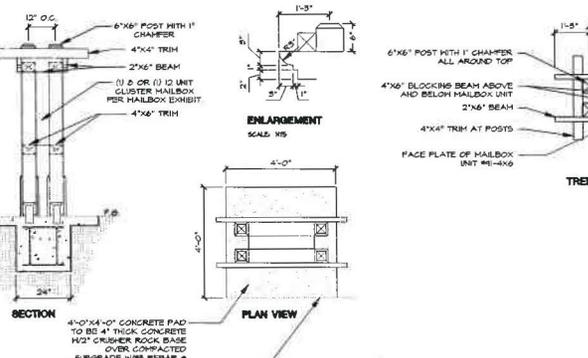
B 8' PRECAST WALL SCALE: 1/2" = 1'-0"



C TREE PLANTING AND STAKING DETAIL SCALE: 1/2" = 1'-0"



D CLUSTER MAILBOX SCALE: 1/2" = 1'-0"



E TRELLIS PLAN SCALE: 1/2" = 1'-0"

1. All 8" GALLON AND 24" BOX TREES SHALL BE STAKED.
2. PREVAILING WIND.
3. 2" DIA. LODGEPOLE STAKE OR APPROVED EQUAL.
4. NEW RUBBER HOSE (FIGURE B) PER 1/4 GA. GALV. WIRE TIE, 4 TIES PER TREE.
5. PREPARED BACKFILL PER PLANTING NOTES.
6. 4" EARTH MOUND.
7. AGRIFORM PLANT TABLETS PER PLANTING NOTES.
8. PLANTING PIT - SEE PLANTING NOTES FOR SPECIFICATIONS.
9. ON-SITE BACKFILL.
10. 12" DIA. CONCRETE PIER FOOTING AT PILASTERS.
11. 16" DIA. CONCRETE PIER FOOTING AT PILASTERS.
12. 17'-0" WIDE.
13. SIERRA SIGNATURE HALL SYSTEM BY OLDCASTLE PRECAST OR EQUAL.
14. 8'-0" HIGH.
15. 12" DIA. CONCRETE PIER FOOTING AT PILASTERS.
16. 16" DIA. CONCRETE PIER FOOTING AT PILASTERS.
17. 17'-0" WIDE.
18. 8'-0" HIGH.
19. 12" DIA. CONCRETE PIER FOOTING AT PILASTERS.
20. 16" DIA. CONCRETE PIER FOOTING AT PILASTERS.
21. 17'-0" WIDE.
22. 8'-0" HIGH.
23. 12" DIA. CONCRETE PIER FOOTING AT PILASTERS.
24. 16" DIA. CONCRETE PIER FOOTING AT PILASTERS.
25. 17'-0" WIDE.
26. 8'-0" HIGH.
27. 12" DIA. CONCRETE PIER FOOTING AT PILASTERS.
28. 16" DIA. CONCRETE PIER FOOTING AT PILASTERS.
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31. 12" DIA. CONCRETE PIER FOOTING AT PILASTERS.
32. 16" DIA. CONCRETE PIER FOOTING AT PILASTERS.
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37. 17'-0" WIDE.
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41. 17'-0" WIDE.
42. 8'-0" HIGH.
43. 12" DIA. CONCRETE PIER FOOTING AT PILASTERS.
44. 16" DIA. CONCRETE PIER FOOTING AT PILASTERS.
45. 17'-0" WIDE.
46. 8'-0" HIGH.
47. 12" DIA. CONCRETE PIER FOOTING AT PILASTERS.
48. 16" DIA. CONCRETE PIER FOOTING AT PILASTERS.
49. 17'-0" WIDE.
50. 8'-0" HIGH.
51. 12" DIA. CONCRETE PIER FOOTING AT PILASTERS.
52. 16" DIA. CONCRETE PIER FOOTING AT PILASTERS.
53. 17'-0" WIDE.
54. 8'-0" HIGH.
55. 12" DIA. CONCRETE PIER FOOTING AT PILASTERS.
56. 16" DIA. CONCRETE PIER FOOTING AT PILASTERS.
57. 17'-0" WIDE.
58. 8'-0" HIGH.
59. 12" DIA. CONCRETE PIER FOOTING AT PILASTERS.
60. 16" DIA. CONCRETE PIER FOOTING AT PILASTERS.
61. 17'-0" WIDE.
62. 8'-0" HIGH.
63. 12" DIA. CONCRETE PIER FOOTING AT PILASTERS.
64. 16" DIA. CONCRETE PIER FOOTING AT PILASTERS.
65. 17'-0" WIDE.
66. 8'-0" HIGH.
67. 12" DIA. CONCRETE PIER FOOTING AT PILASTERS.
68. 16" DIA. CONCRETE PIER FOOTING AT PILASTERS.
69. 17'-0" WIDE.
70. 8'-0" HIGH.
71. 12" DIA. CONCRETE PIER FOOTING AT PILASTERS.
72. 16" DIA. CONCRETE PIER FOOTING AT PILASTERS.
73. 17'-0" WIDE.
74. 8'-0" HIGH.
75. 12" DIA. CONCRETE PIER FOOTING AT PILASTERS.
76. 16" DIA. CONCRETE PIER FOOTING AT PILASTERS.
77. 17'-0" WIDE.
78. 8'-0" HIGH.
79. 12" DIA. CONCRETE PIER FOOTING AT PILASTERS.
80. 16" DIA. CONCRETE PIER FOOTING AT PILASTERS.
81. 17'-0" WIDE.
82. 8'-0" HIGH.
83. 12" DIA. CONCRETE PIER FOOTING AT PILASTERS.
84. 16" DIA. CONCRETE PIER FOOTING AT PILASTERS.
85. 17'-0" WIDE.
86. 8'-0" HIGH.
87. 12" DIA. CONCRETE PIER FOOTING AT PILASTERS.
88. 16" DIA. CONCRETE PIER FOOTING AT PILASTERS.
89. 17'-0" WIDE.
90. 8'-0" HIGH.
91. 12" DIA. CONCRETE PIER FOOTING AT PILASTERS.
92. 16" DIA. CONCRETE PIER FOOTING AT PILASTERS.
93. 17'-0" WIDE.
94. 8'-0" HIGH.
95. 12" DIA. CONCRETE PIER FOOTING AT PILASTERS.
96. 16" DIA. CONCRETE PIER FOOTING AT PILASTERS.
97. 17'-0" WIDE.
98. 8'-0" HIGH.
99. 12" DIA. CONCRETE PIER FOOTING AT PILASTERS.
100. 16" DIA. CONCRETE PIER FOOTING AT PILASTERS.

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 SUITE 314
 WALNUT CREEK, CA 94596
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 www.rjplaydesign.com

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 Palo Alto, CA 94303
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 Newark, CA

Preliminary Planting Palette & Details



WATER USE CALCULATIONS:

THE MAXIMUM APPLIED WATER ALLOWANCE (MAWA) IN GALLONS PER YEAR IS BASED ON THE FOLLOWING FORMULA:

$$MAWA = ETO \times 62.610 \times LA$$

THE ESTIMATED TOTAL WATER USE (ETWU) IS THE SUM TOTAL OF ESTIMATED WATER USE FOR EACH HYDROZONE IN GALLONS PER YEAR AND IS BASED ON THE FOLLOWING FORMULA:

$$ETWU = ETO \times 62.610 \times \sum (LA + SLA)$$

- ETO = REFERENCE EVAPOTRANSPIRATION (INCHES PER YEAR)
- LA = LANDSCAPE AREA
- SLA = HYDRIZONE AREA (SQUARE FEET)
- PF = PLANT FACTOR FROM SCHEDULE
- E = IRRIGATION EFFICIENCY (0.80)
- 0.55 = ET ADJUSTMENT FACTOR
- 0.62 = CONVERSION FACTOR (TO GALLONS)

$$REFERENCE EVAPOTRANSPIRATION (ET0) = 47$$

$$MAXIMUM APPLIED WATER ALLOWANCE (MAWA) = 257,265 GAL/YR$$

$$ESTIMATED TOTAL WATER USE (ETWU) = 175,000 GAL/YR$$

$$LOW ETWU = 147.0 \times 10,821 \times 0.55 \times 0.62 = 270,816 GAL/YR$$

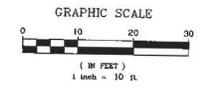
$$MED ETWU = 147.0 \times 10,821 \times 0.55 \times 0.62 = 1,075 GAL/YR$$

HYDROZONE KEY

- SYMBOL DESCRIPTION
- LOW WATER USE

HYDROZONE INFORMATION TABLE

HYDROZONE	ZONE/VALVE	IRRG. METHOD	AREA	% OF LANDSCAPE AREA
ROW/STREET STRIPS/NO-RETENTION				
LOW	A-1	DRIP	653 SF	4%
MED	A-2	BUBBLER	49 SF	0%
LOW	A-3	DRIP	1,564 SF	10%
LOW	A-4	DRIP	842 SF	5%
LOW	A-5	DRIP	608 SF	4%
LOT 1				
LOW	A-6	BUBBLER	21 SF	0%
LOW	A-7	DRIP	3,034 SF	18%
LOT 2				
LOW	A-8	DRIP	1,234 SF	9%
LOW	A-9	BUBBLER	7 SF	0%
LOT 3				
LOW	A-10	DRIP	1,095 SF	7%
LOW	A-11	BUBBLER	7 SF	0%
LOT 4				
LOW	A-12	BUBBLER	7 SF	0%
LOW	A-13	DRIP	1,500 SF	8%
CONTD ON L6			TOTAL	16,059 SF 100%



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 SUITE 314
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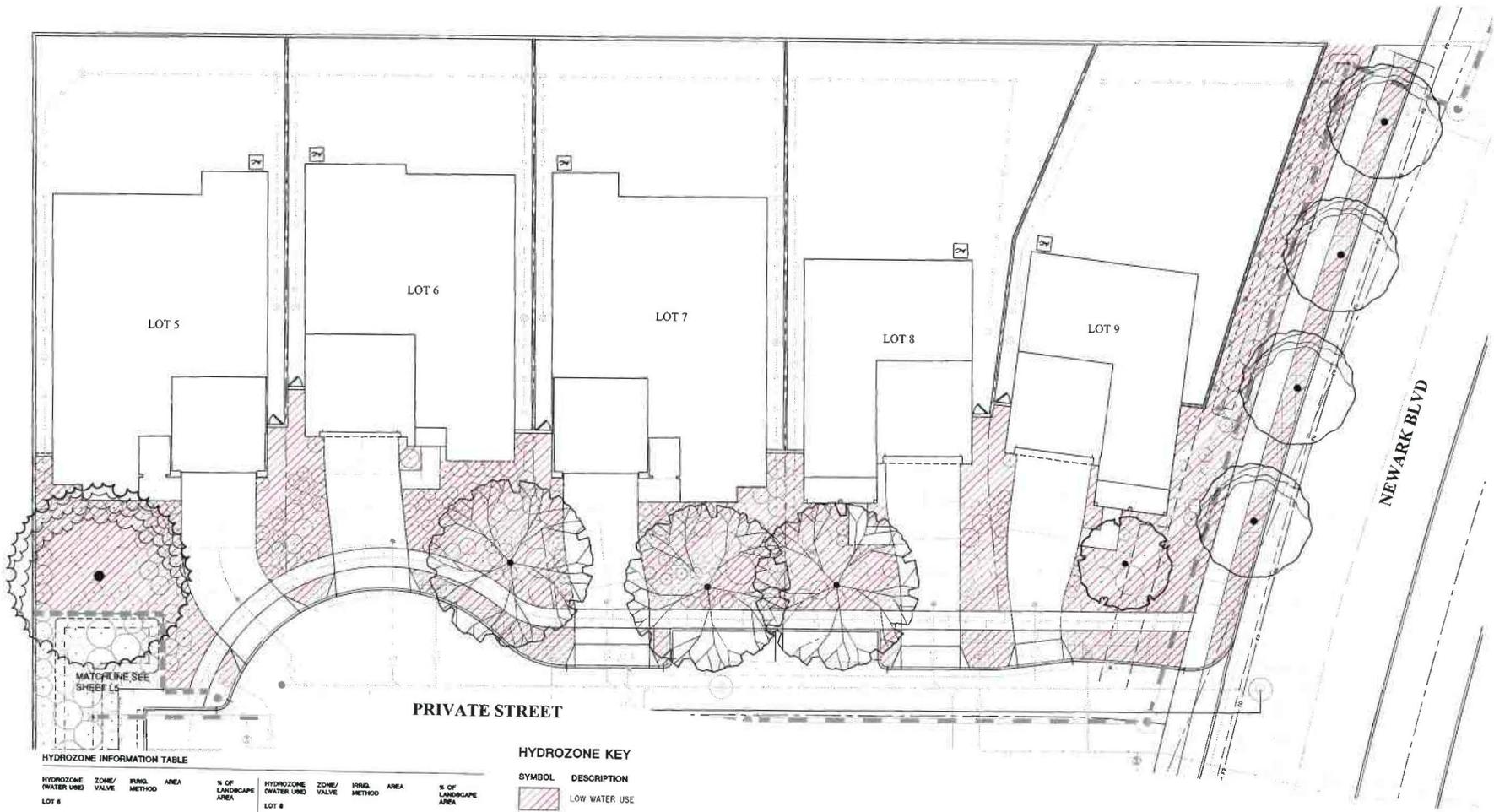
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**Preliminary Front Yard
 Irrigation Lots 1 - 4**

EXHIBIT Ap17

L5

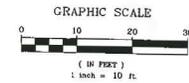


HYDROZONE INFORMATION TABLE

HYDROZONE	ZONE/ VALVE	IRRIG. METHOD	AREA	% OF LANDSCAPE AREA	HYDROZONE	ZONE/ VALVE	IRRIG. METHOD	AREA	% OF LANDSCAPE AREA
LOT 5					LOT 8				
LOW	A-4	BUBBLER	7 SF	0%	LOW	A-20	BUBBLER	7 SF	0%
LOW	A-5	DRIP	146 SF	7%	LOW	A-21	DRIP	600 SF	5%
LOT 6					LOT 9				
LOW	A-15	DRIP	996 SF	6%	LOW	A-22	BUBBLER	7 SF	0%
LOW	A-17	BUBBLER	7 SF	0%	LOW	A-23	DRIP	1,353 SF	8%
LOW	A-18	DRIP	94 SF	0%	LOW	A-24	DRIP	498 SF	3%
LOW	A-19	BUBBLER	7 SF	0%	TOTAL			16,098 SF	100%

HYDROZONE KEY

SYMBOL	DESCRIPTION
	LOW WATER USE



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Preliminary Front Yard Irrigation Lots 5 - 9

EXHIBIT Ap18

L6



ELEVATION '3A'



ELEVATION '3B'

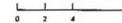


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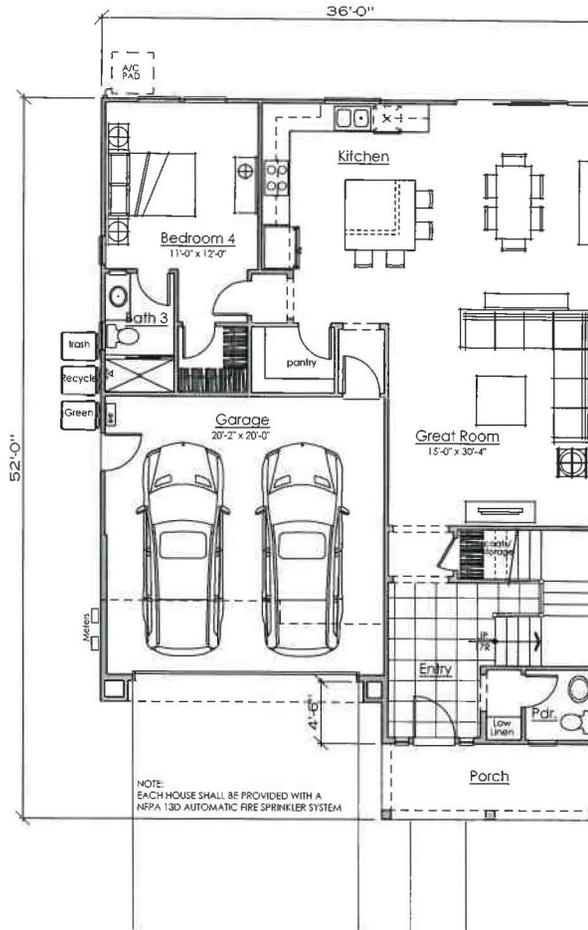
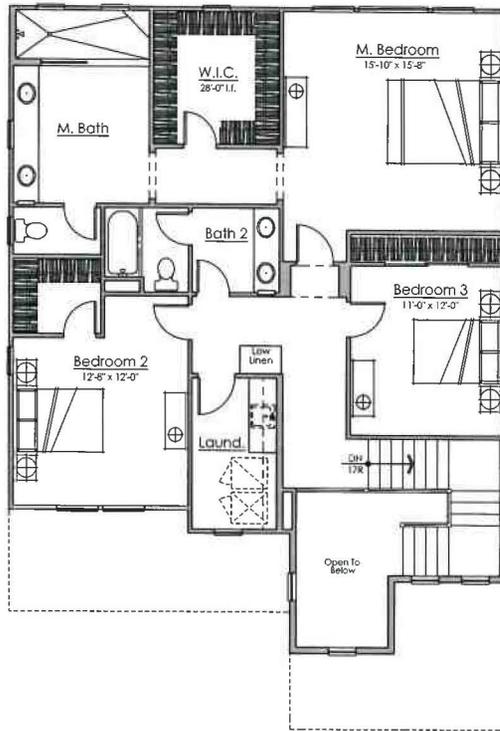
SCHEMATIC DESIGN
08-20-2018



PLAN 3 - FRONT ELEVATIONS

A3.0

EXHIBIT A p19



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4 Bedrooms
3.5 Bath
2,434 Sq. Ft.

PLAN 3
FLOOR PLAN

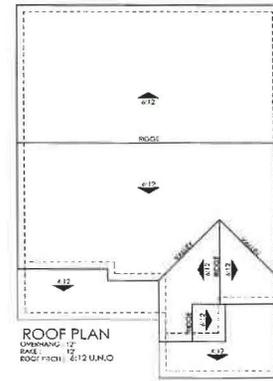
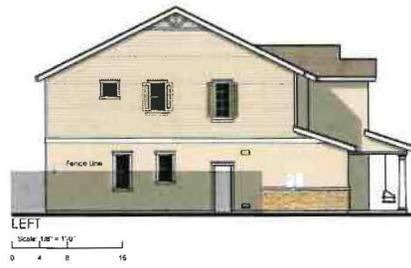
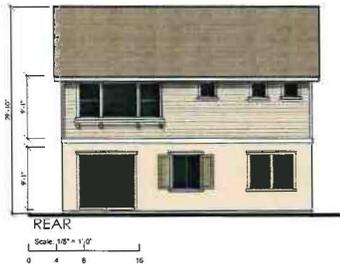
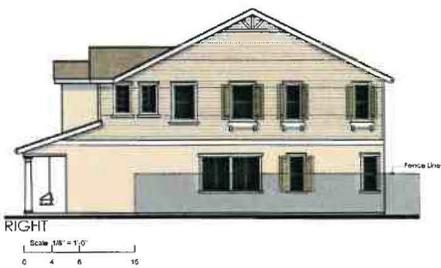
A3.1

EXHIBIT A p20

Elevation A
 Material Legend:
 Flat Concrete Tile Roofing
 Stucco Finish
 Cementitious Siding
 Stone Veneer
 Manufactured Columns
 Enhanced Sills
 1x Stucco Finish Trim



ELEVATION 3A



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EXTERIOR ELEVATIONS
 PLAN 3A

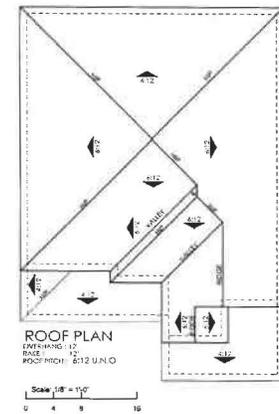
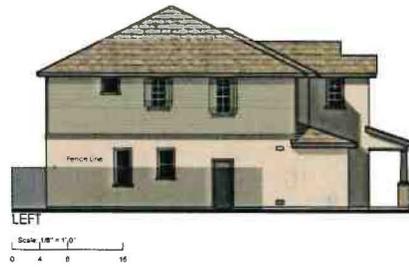
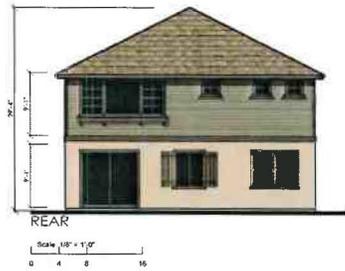
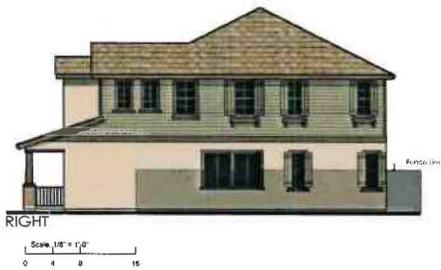
EXHIBIT A p21

A3.2

Elevation B - Enhanced
 Material Legend:
 Flat Concrete Tile Roofing
 Stucco Finish
 Board and Batt Siding
 Cementitious Siding
 Shutters
 Decorative Outlooker
 Enhanced Sills
 Brick Veneer
 1x Stucco Finish Trim



ELEVATION 3B

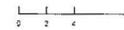


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EXTERIOR ELEVATIONS
 PLAN 3B

EXHIBIT A p22

A3.3



ELEVATION '4A'



ELEVATION '4C'



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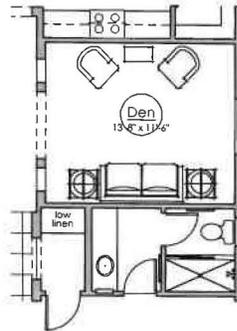
SCHEMATIC DESIGN
08-20-2018



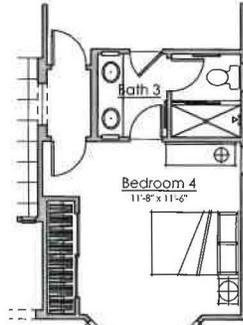
PLAN 4 - FRONT ELEVATIONS

EXHIBIT A p23

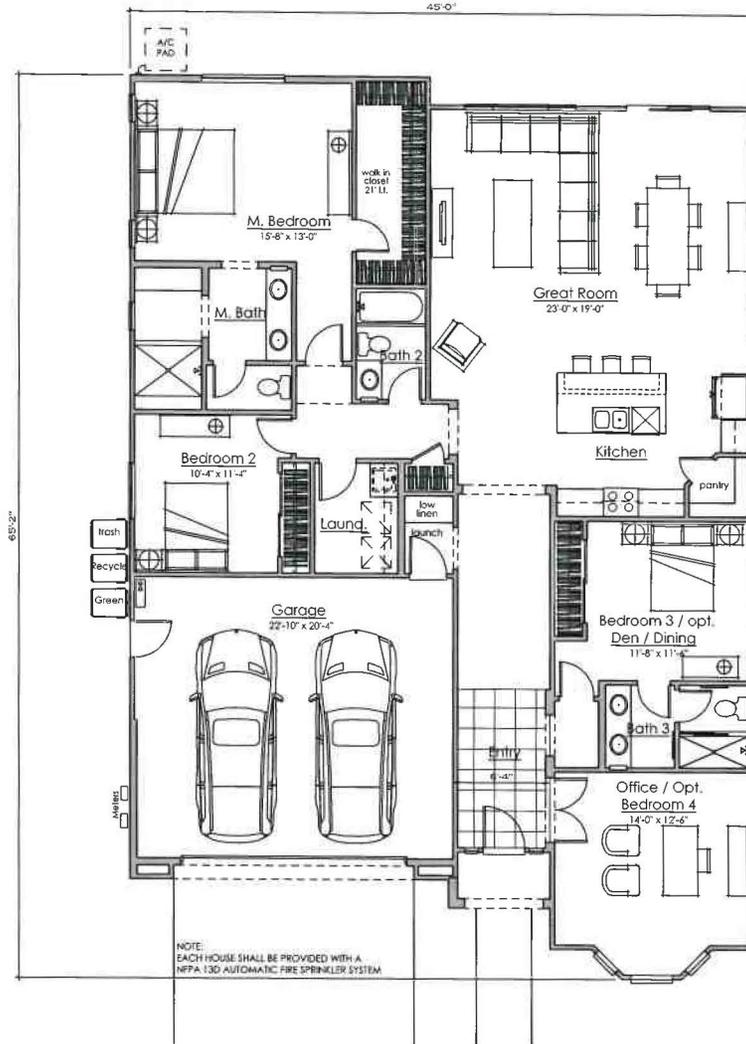
A4.0



Den / Opt. Dining



Opt. Bedroom 4



NOTE:
EACH HOUSE SHALL BE PROVIDED WITH A
NFPA 13D AUTOMATIC FIRE SPRINKLER SYSTEM



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SCHEMATIC DESIGN
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3 Bedroom + Office
Opt. Bed 4, Opt. Den / Dining
3 Bath
2,113 Sq. Ft.

PLAN 4
FLOOR PLAN

A4.1

EXHIBIT A p24

Elevation A
 Material Legend:
 Flat Concrete Tile Roofing
 Stucco Finish
 Cementitious Siding
 Brick Veneer
 Enhanced Sills
 1x Stucco Finish Trim



ELEVATION '4A'
 Scale: 1/8" = 1'-0"
 0 2 4 8



RIGHT

Scale: 1/8" = 1'-0"
 0 4 8 16



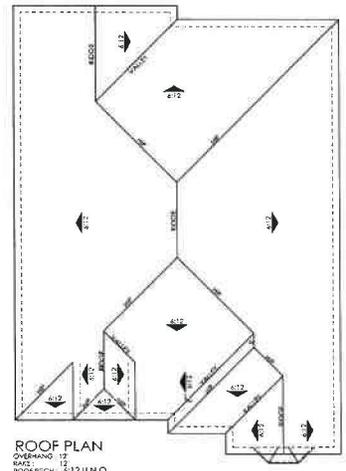
REAR

Scale: 1/8" = 1'-0"
 0 4 8 16



LEFT

Scale: 1/8" = 1'-0"
 0 4 8 16



ROOF PLAN
 OVERHAND 12
 RISE 12
 ROOF PITCH: 3:12 U.N.O.

Scale: 1/32" = 1'-0"
 0 4 8 16

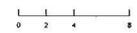


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EXTERIOR ELEVATIONS
 PLAN 4A

A4.2

EXHIBIT A p25

Elevation C
 Material Legend:
 Flat Concrete Tile Roofing
 Stucco Finish
 Cementitious Siding
 Stone Veneer
 Enhanced Sills
 1x Stucco Finish Trim



ELEVATION '4C'

Scale 1/4" = 1'-0"



RIGHT

Scale 1/8" = 1'-0"



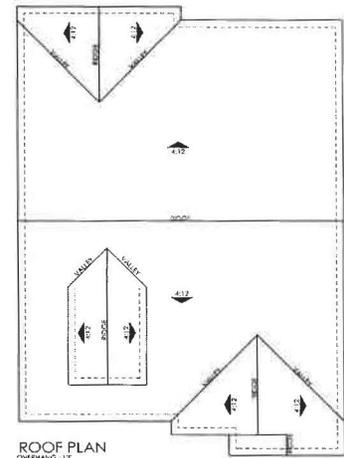
REAR

Scale 1/8" = 1'-0"



LEFT

Scale 1/8" = 1'-0"



ROOF PLAN
 OVERHANG: 12"
 RAISE: 1/2"
 ROOF PITCH: 6/12 U/L/O

Scale 1/8" = 1'-0"



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SCHEMATIC DESIGN
 08-20-2018

Scale 1/8" = 1'-0"

EXTERIOR ELEVATIONS
 PLAN 4C

A4.3

EXHIBIT A p26



ELEVATION '5A'



ELEVATION '5B'



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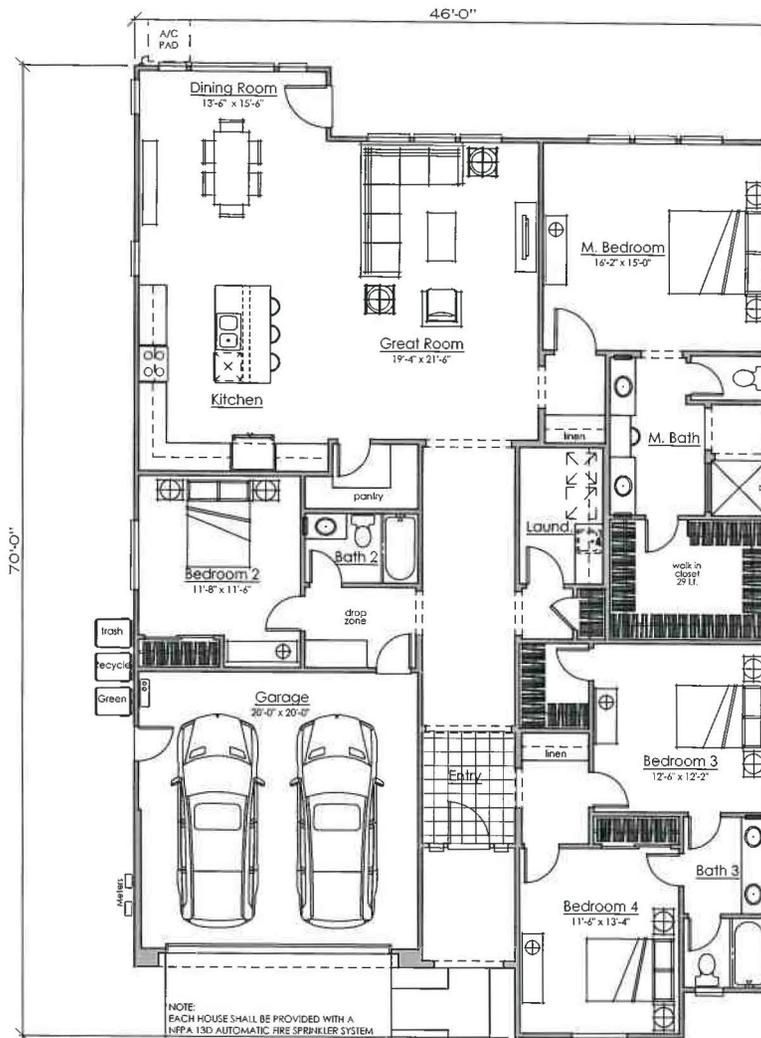
SCHEMATIC DESIGN
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PLAN 5 - FRONT ELEVATIONS

A5.0

EXHIBIT A p27



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NEWARK, CALIFORNIA #2017-1044

SCHEMATIC DESIGN
08-20-2018



4 Bedroom
3 Bath
2,404 Sq. Ft.

PLAN 5
FLOOR PLAN

A5.1

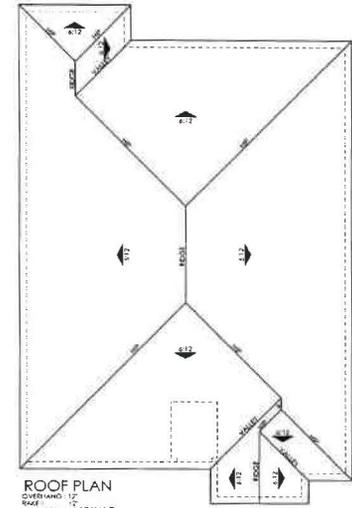
EXHIBIT A p28

Elevation A
 Material Legend:
 Flat Concrete Tile Roofing
 Stucco Finish
 Cementitious Siding
 Brick Veneer
 Enhanced Sills
 1x Stucco Finish Trim



ELEVATION '5A'

Scale 1/8" = 1'-0"
 0 2 4 8



ROOF PLAN
 OVERLAND 12"
 ROOF PITCH: 6/12 U.N.O.
 Scale 1/8" = 1'-0"
 0 4 8 16



RIGHT
 Scale 1/8" = 1'-0"
 0 4 8 16



REAR
 Scale 1/8" = 1'-0"
 0 4 8 16



LEFT
 Scale 1/8" = 1'-0"
 0 4 8 16



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SCHEMATIC DESIGN
 08-20-2016

0 2 4 8

EXTERIOR ELEVATIONS
 PLAN 5A

A5.2

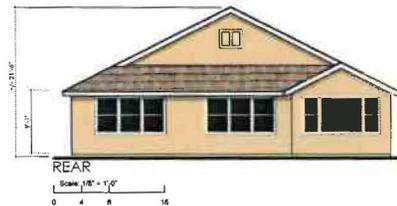
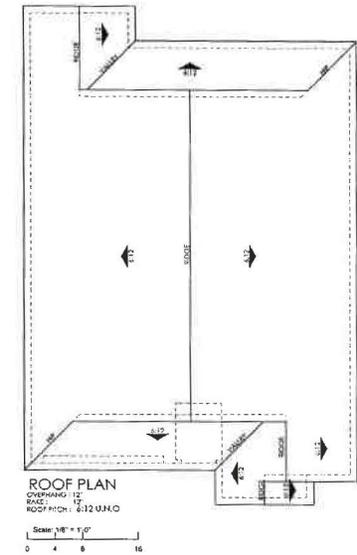
EXHIBIT A p29

Elevation B
 Material Legend:
 Flat Concrete Tile Roofing
 Stucco Finish
 Board and Batt Siding
 Stone Veneer
 Shutters
 Decorative Outlooker
 Enhanced Sills
 Stone Veneer
 1x Stucco Finish Trim



ELEVATION '5B'

Scale: 1/8" = 1'-0"
 0 2 4 8



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SCHEMATIC DESIGN
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0 2 4 8

EXTERIOR ELEVATIONS
 PLAN 5B

A5.3

EXHIBIT A p30

**NINE SINGLE-FAMILY HOMES
AT
36304-36310 NEWARK BOULEVARD**



City Council Meeting
January 24, 2019

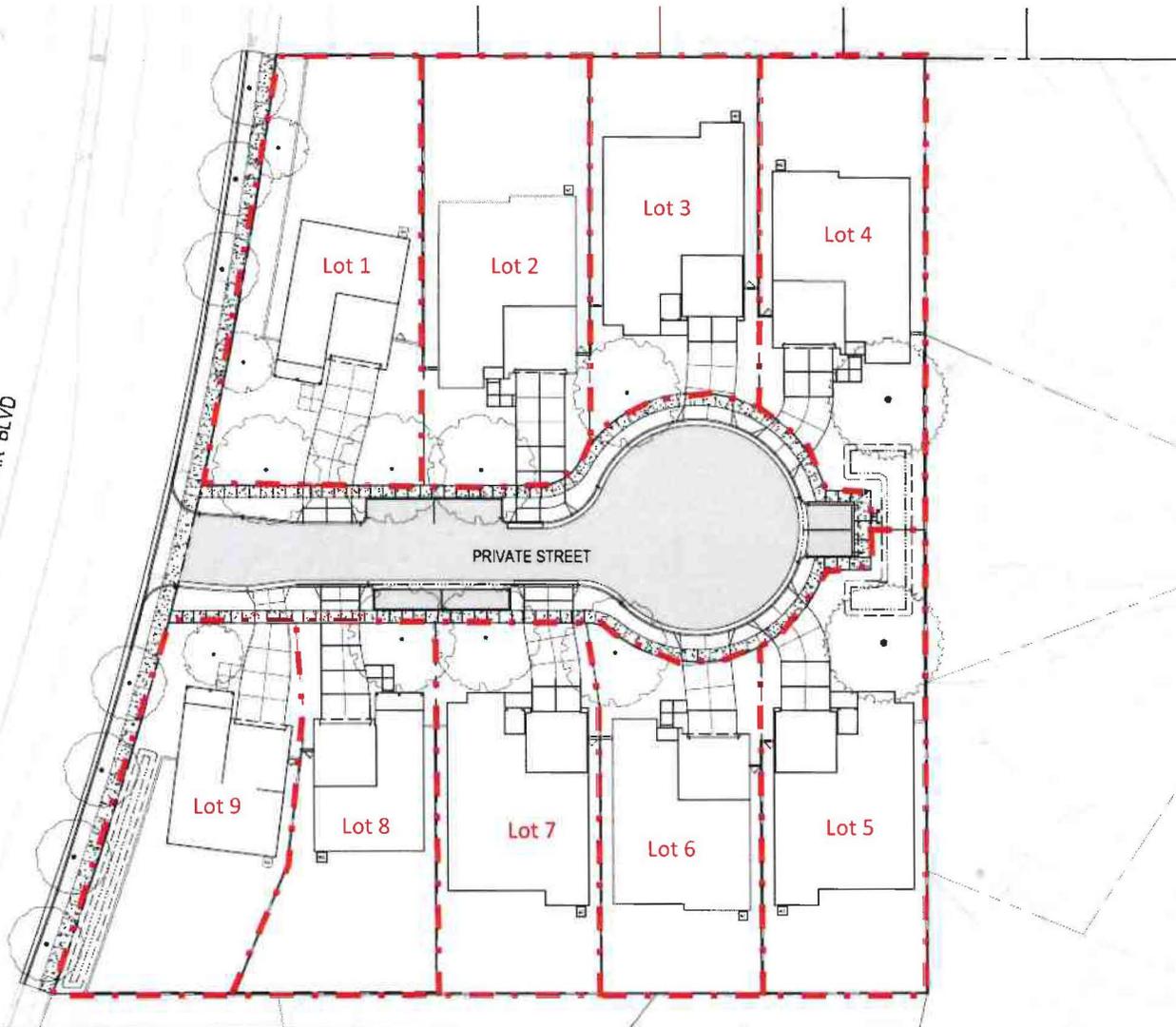
Exhibit B



Existing site conditions

Existing Conditions

NEWARK BLVD



- Nine developable lots

Site Plan

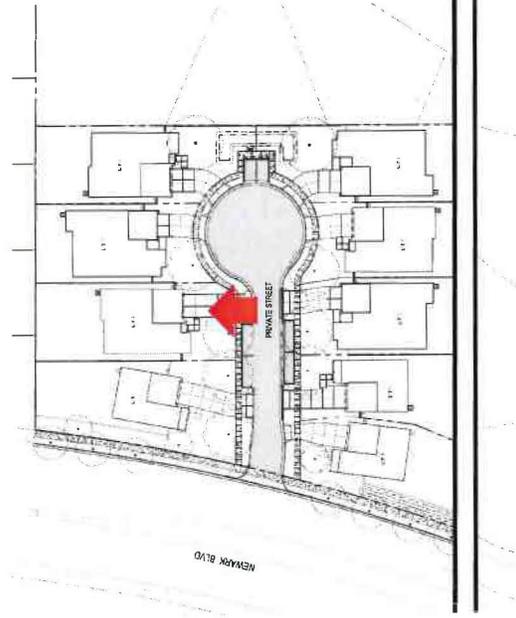


Lot 1

Lot 2

Lot 3

Lot 4



Streetscape



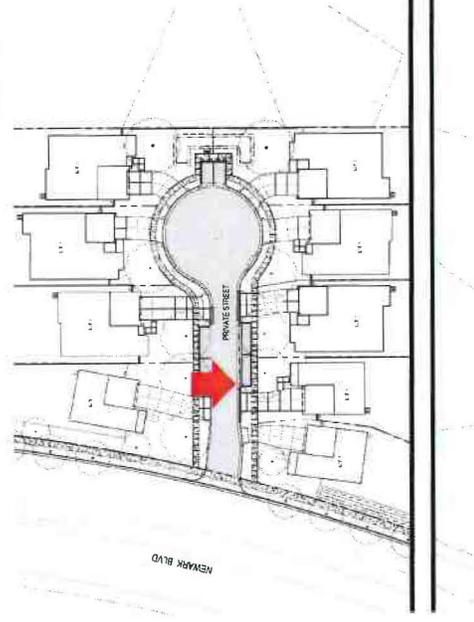
Lot 5

Lot 6

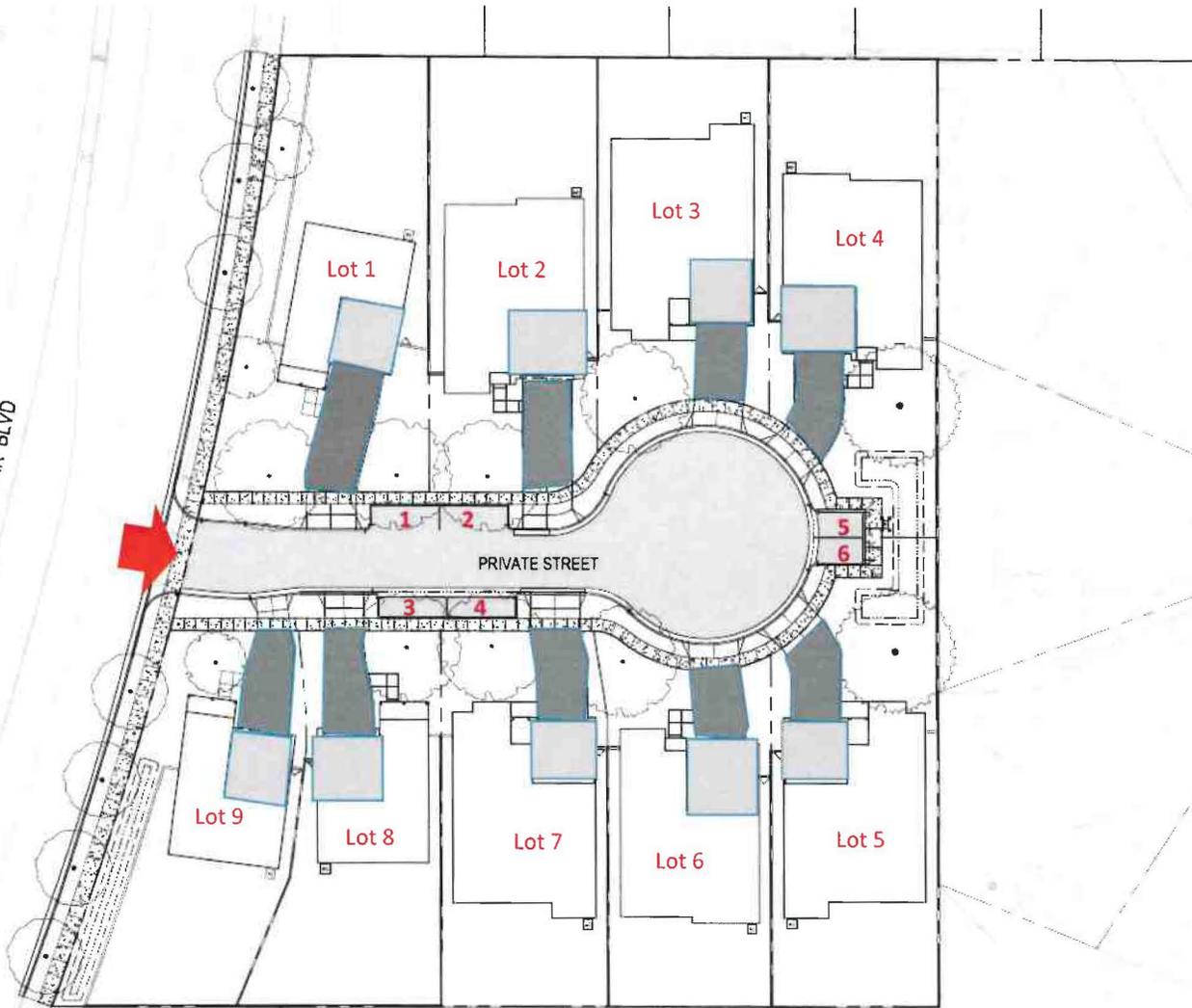
Lot 7

Lot 8

Lot 9



NEWARK BLVD



- Two-car garage
- Driveway aprons
- Guest parking

Parking Exhibit

**NINE SINGLE-FAMILY HOMES
AT
36304-36310 NEWARK BOULEVARD**



**City Council Meeting
January 24, 2019**

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

Background/Discussion - Parcel C Project Owner, LLC, has submitted an application to allow construction of 192 single-family homes on an approximately 17.4-acre site located to the west of the intersection of Hickory Street and Enterprise Drive. The project site is mostly vacant following soil remediation that removed industrial contaminants that were remnants of a prior industrial use. The proposed development will add residential units to Bayside Newark, an emerging neighborhood in the City. Bayside Newark, earlier known as “Dumbarton Transit Oriented Development Area”, was a planning effort in the Fall of 2007 to explore potential development around the planned Newark Dumbarton Rail Station. It includes approximately 205 acres of land that previously contained various industrial, manufacturing, and chemical processing land uses since the early twentieth century. Following the adoption of Dumbarton Transit Oriented Development (TOD) Specific Plan (Specific Plan), the area transformed from an industrial area to a prestigious residential neighborhood with developments from William Lyons Bayshores, Trumark Glassbay, Lennar Lighthouse and Senior Housing. More homes are under construction in the neighborhood and the units are in high demand. The proposed project is consistent with the Specific Plan for this area and is a logical phase in the construction of this neighborhood.

Project benefits - The vision of the Specific Plan was to create a unique and memorable community by integrating key elements of community design into the plan, including: a future Transit Station; a Neighborhood Center; up to 2,500 new residential units; necessary infrastructure; contribution towards the construction of an overpass on Central Avenue over the Union Pacific Railroad right-of-way; more than 16-acres of parks including a community (public) park and Bayside Trail; and a project that is fiscally beneficial to the City of Newark. Apart from providing 192-residential units with necessary infrastructure and segment of a bay side trail that will be eligible for Bay Trail designation, the proposed project will provide one of the most important elements of the Specific Plan, a 5-acre public park.

5-acre public park: Property owner FMC Corporation would dedicate approximately 5-acres of land for a public park and the developer would be responsible for the construction of the park per the Park Agreement. The park will be designed to best serve the active and/or passive recreational needs of the Community by including play areas for ages 2 to 5 years and 5 to 12

years old; open lawn; grass sports field; a decorative garden with facilities suitable for events, dog parks for both small and large dogs; seating; picnic areas; restrooms and associated parking. The park shall be completed no later than July 1, 2026. As a security for delivery of the Park Parcel by the applicant to the City, the applicant shall post a performance bond in the principal amount of 12 million dollars.

Bay Trail: A 20-foot wide trail corridor which includes a 12-foot wide multipurpose trail is proposed (a continuation of a trail throughout the Bayside neighborhood) that is eligible to be part of the Regional San Francisco Bay Trail. This will eventually allow continuous travel around the shoreline of the San Francisco Bay.

Fiscal Impact Fee: The Dumbarton TOD Specific Plan contains critical elements necessary for its implementation. To ensure that the city's fiscal health is sustained, developers are financially contributing to public improvements and city services in the Plan area. The applicant has voluntarily agreed to enter into a Community Financing Agreement. Under the terms of the agreement, the developer will make a contribution to the City of \$2,500 per dwelling unit. The applicant will pay a \$480,000 Fiscal Impact Fee.

Development Impact and other fees: In addition to providing amenities, the project will also provide significant impact fee revenue including: \$6,063,818 in Affordable Housing fees; \$681,216 in Public Safety fees; \$456,192 in Community Services/Facilities fees; \$981,696 in Transportation Impact fees; and \$51,840 in Art in Public Places fees. Collectively, the estimated total of impact fee revenue is \$8.26 million. These fees can be utilized citywide to improve the Newark community. The project is expected to pay nearly two million in school fees to the Newark Unified School District.

Overview - The applicant is proposing to build 192 homes on an approximately 17.4-acre site. The site will consist of three planning areas, named Planning Area 1 (PA1), Planning Area 2 (PA2), and Planning Area 3 (PA3).

Planning Area 1: PA1 will comprise of approximately 6.23 acres of land and will include 72 single-family front loaded homes, called UA Lannai. Three different floor plans ranging from approximately 2,200 to 2,400 square feet are being proposed. All the homes will be three stories high. Typical lot size will be 35 feet by 50 feet with few exceptions. Three architectural styles- Farmhouse, Craftsman and Agrarian are proposed to add to architectural variety through the area. PA1 will include two parks, Activity Park and Boardwalk Park providing recreational areas. The Activity Park will include variety of improvements including benches, kids play area etc. The bio retention area located to the southwest of PA1 will be used uniquely for recreation purposes by providing an elevated boardwalk area with bench seating and overhead structures. Two viewing scopes will enhance the experience for its users.

Planning Area 2: PA2 area will comprise of approximately 4.65 acres of land and will include 75 single-family alley loaded homes, called UA Bungalow. Four plan options ranging from 2,100 to 2,700 square feet with two architectural styles - Farmhouse and Craftsman will be provided for diversity, and neighborhood character. PA 2 will include two pocket parks: Entry pocket park

and a Trailside pocket park. The Trailside pocket park on to north of the site will include seat walls and table seating. The Entry pocket park will include a community map and bench seating.

Planning Area 3: PA3 area will be approximately 2.73 acres in size and will include 45 UA Bungalow units (as described under PA2). It will include Strolling Track/Fitness Park approximately 6,710 square feet in size and a small Pocket Park. Both the parks will include amenities like benches and an open lawn.

Each planning area within the proposed residential development would be accessible directly from Enterprise Drive. Planning Area 1 would be oriented along a few internal roadways serving the neighborhood, with two access points from Enterprise Drive. Planning Area 2 includes a north/south oriented roadway off Enterprise Drive that would function as the main arterial through the neighborhood, with the nine courts branching off the main access road and a tenth court off Enterprise Drive. Planning Area 3 is accessible via seven courts that branch off Enterprise Drive.

Open space: In addition to pocket parks and open spaces, a 20-foot wide trail corridor which includes a 12-foot wide multipurpose trail is proposed (a continuation of a trail throughout the Bayside neighborhood) that is eligible to be part of the Regional San Francisco Bay Trail. This will eventually allow continuous travel around the shoreline of the San Francisco Bay. FMC Corporation would dedicate approximately 5-acres of land for a public park and the developer would be responsible for the construction of the park as envisioned in the Specific Plan. The park will be designed to best serve the active and/or passive recreational needs of the community. The parks, trail and other public and private recreational areas, will form an integrated system with a wide variety of options for residents to enjoy as envisioned in the Specific Plan.

Parking: The Specific Plan requires two off-street covered spaces and 0.5 guest spaces per unit, thus a total of 384 private garage spaces and 96 guest parking spaces are required for the proposed 192-units. The project will provide a total of 522 spaces including 384 private garage and 138 guest parking spaces, thus exceeding the parking requirement for the development.

Landscape Plan: The project proposes a landscape plan that will include a variety of trees, shrubs and groundcover. The conceptual landscaping design concentrates plantings along the perimeter of the project site, along neighborhood streets, parking areas and pocket parks.

Site clean-up: The project site has a history of contamination associated with previous land uses. Soil remediation on the project was conducted in accordance with an Interim Remedial Action Workplan that was approved by the San Francisco Regional Water Quality Control Board on June 2011. Remediation of soils on the project site was completed on November 3, 2017, and a request for Site Closure for soil contamination was submitted to the RWQCB in December 2017.

City Council Approvals

The proposed residential project is consistent with the objectives, policies, and vision of the Specific Plan and requires the approval of the following actions to allow the construction of the proposed residential project:

Rezoning: The site is currently zoned as Business and Technology Park (BTP) which allows advanced technology research and development, manufacturing, and related support facilities and a residential project such as this would require rezoning to a residential district. The applicant proposes a density of 18 units per acre (192 units on a net 10.74 acres) and requires Residential Medium Density (RM) which allows residential densities from 14 to 30 units per net acre. Further, the Specific Plan included the concept of Form Based Code to set guidelines for developments within the TOD to create a vibrant and thriving community. Thus, the site will require a rezoning of an approximately 17.4-acres from Business and Technology Park (BTP) to Residential Medium Density with Form Based Code (RM-FBC). The project proposes minor deviations from the requirements of Form Based Codes and, thus, requires establishment of a Planned Development Overlay District (PD). Similarly, the 5-acre parcel for the proposed public park is zoned BTP and will require rezoning to Park (PK).

Vesting Tentative Tract Map: The applicant has submitted a Vesting Tentative Tract Map 8453 encompassing approximately 17.4 acres of land to construct approximately 192-single family homes. The project will comprise of the following land uses: single family lots (8.41 acres), Public Streets (2.15 acres), Private Streets (2.72 acres), parks (0.57 acres), water quality (0.45 acres), open space (1.62 acres), wetlands (0.71 acres) and trail (0.76 acres), thus totaling to approximately 17.4 acres. The project will provide a total of 522 spaces including 384 covered off-street parking and 138 guest parking spaces.

Planned Development (PD) Plan: The project proposes the 192-unit residential development with minor deviations from the City's Form Based Code for the TOD Specific Plan area. These deviations require the approval of a Planned Development Plan. The specific proposed deviations from Newark Zoning Code requirements are: (1) UA Lannai product would include a minimum of 5' front setbacks in lieu of 8' and maximum 50' front building face in lieu of 18'. This is in compliance with the design guidelines of Section 17.13.050.E.5 of Newark Zoning Code which states that to discourage obstruction of the driveway, garage aprons shall be either less than five feet deep or more than eighteen feet deep; (2) With respect to site coverage: UA Lannai will have maximum site coverage of 61% and UA Bungalow will have maximum of 63% in lieu of maximum 60%; and (3) The project proposes minimum 5 feet setbacks at corners in lieu of minimum 8 feet 3 inches. This is still in compliance with Newark Zoning Code Section 17.13.030.H.3, which sets street side yard for all neighborhood streets at a minimum of five feet. Per Newark Zoning Code Section 17.12.060, a PD Plan shall only be approved if certain findings listed below are made.

The required findings contained in the proposed resolution is supported by application materials on file and are as follows:

- a. *The proposed development is consistent with the General Plan and any applicable specific plan, including the density and intensity limitations that apply.*

The 17.4-acre FMC Parcel C Project site is proposed for Residential Medium Density-Form Based Code (RM-FBC). The total number of proposed housing units is 192 on 10.74 net acres of the site to achieve a density of approximately 18 housing units per acre. The subject property is

located in Dumbarton Transit Oriented Development Specific Plan, which was found to be consistent with the General Plan. The Specific Plan identifies the most of the project site as medium/high density residential development with an allowable density range of 16-60 dwelling units per gross developable acre. Thus, the proposed project is consistent with the applicable density and intensity limitations.

- b. *Adequate transportation facilities and public services exist or will be provided in accord with the conditions of development plan approval, to serve the proposed development; and the approval of the proposed development will not result in a reduction of traffic levels of service or public services so as to be a detriment to public health, safety, or welfare.*

The proposed project would extend Enterprise Drive and construct multiple access roads to the residential developments. The proposed project would not require additional modification to the roadways (e.g. re-alignment) other than already identified in the Program Environmental Impact Report (PEIR) prepared for the Dumbarton TOD Specific Plan.

New vehicular trips generated by the FMC Parcel C Project, in combination with other approved projects within the Specific Plan area, are below the total number of daily, a.m. peak hour, and p.m. peak hour trips that were assumed in the Specific Plan PEIR and would not conflict with the City's operational standards as projected under those plans.

Sidewalks would be provided along each proposed neighborhood street and would connect to sidewalks along Enterprise Drive. The proposed project would construct walkways and crosswalks that would connect to off-site sidewalks along Enterprise Drive and the adjacent Tract 8099 – Bridgeway Lennar project, south of the FMC Parcel C project site.

The proposed project would develop 192 residential units and provide a total of 522 parking spaces. Of the 522 parking spaces provided, 384 parking spaces would be private garage and 138 parking spaces would be on-street surface parking. The proposed project exceeds the minimum parking required by Specific Plan.

The project proposes to construct 227 fewer units than allocated to all three project APNs combined in the Specific Plan and would not result in a significant increase in service demands or render the current service levels to be inadequate, as:

- a. Service demands for the medium and medium-high density residential land use would be similar or less than those envisioned under the medium/high density residential and commercial/office Specific Plan land uses; and,
- b. Service demands for the medium and medium-high density residential land use would be similar or less than those envisioned under the high density residential, parks and recreational facilities, and community commercial General Plan land uses; and,
- c. Implementation of the additional medium and medium-high density residential land use would be off-set by not developing the commercial/office land use. Further, the project applicant is required to pay development impact fees for fire protection, police protection, and schools.

- c. *The proposed development will not have a substantial adverse effect on surrounding land uses and will be compatible with the existing and planned land use character of the surrounding area.*

The proposed project site lies within the Dumbarton TOD Specific Plan area which encompasses approximately 205 acres at the western edge of the City of Newark. Lots adjacent to the east of the project site are vacant former industrial lands that are planned for development through the Dumbarton TOD Specific Plan. The Lennar Bridgeway residential development is under construction and is adjacent to the southern boundary of the project site. Salt evaporation ponds operated by Cargill, Inc. are located southwest of the project site, and part of the Don Edwards San Francisco Bay Wildlife Refuge which is approximately 475 feet northwest of the project site, on the opposite side of the existing railroad tracks. The project site's surrounding land uses are characterized by existing and former industrial parcels, residential development, and open space that are compatible with the area's planned land uses.

The proposed project would also provide a perimeter trail along the northern and southwestern project boundaries, which is eligible to be part of the regional San Francisco Bay Trail. The San Francisco Bay Trail is a bicycle and pedestrian trail that will eventually allow continuous travel around the shoreline of San Francisco Bay.

- d. *The development generally complies with applicable adopted design guidelines;*

Chapter 5 of the Dumbarton TOD Specific Plan provides design guidelines intended to help the City of Newark and developers create a cohesive, mixed-use community. The proposed project was carefully designed to comply with the Specific Plan's design standards.

The proposed project is consistent with the architectural design guidelines of the Specific Plan. The recommended building styles to be implemented throughout the Specific Plan area are: Agrarian Rural, Agrarian Contemporary, Farmhouse, Arts & Crafts – Prairie, Arts & Crafts – Craftsman, and French Country. Consistent with the Specific Plan design guidelines, the proposed project would incorporate a mix of Agrarian Rural, Arts & Crafts – Craftsman, and Farmhouse-style residential units.

The Specific Plan also emphasizes the intent for the planning and layout of the Specific Plan area to have a strong pedestrian orientation within the residential developments. As mentioned earlier, sidewalks would be constructed along each proposed neighborhood street and would connect to sidewalks along Enterprise Drive. The proposed project would construct walkways and crosswalks that would connect to off-site sidewalks along Enterprise Drive and the adjacent Tract 8099 – Bridgeway Lennar project. Additionally, the perimeter trail is eligible to be part of the San Francisco Bay Trail would be directly accessible to pedestrians from two of the three proposed Planning Area neighborhoods.

The Specific Plan general landscape concept is to provide a basic planting direction along the neighborhood street and other public areas, while allowing future homeowners to individualize their landscaping. The project proposes a landscaping plan that includes ornamental trees, shrubs, and groundcover. The conceptual landscaping design concentrates plantings along

perimeter of the project site, along proposed neighborhood roadways and parking areas, and in parks within the Planning Area neighborhoods.

- e. *The proposed development is demonstratively superior to the development that could occur under the standards applicable to the underlying base district, and will achieve superior community design, environmental preservation and/or substantial public benefit.*

A Planned Development approval will allow for greater connectivity between the Planning Area neighborhoods and also the greater Specific Plan area. As mentioned under findings a) and d), the proposed project would construct walkways and crosswalks that would connect to off-site sidewalks along Enterprise Drive and the adjacent Tract 8099 – Bridgeway Lennar project.

The FMC Parcel C Project proposes to construct approximately 2.95 acres of parks and open space areas including variety of parks of varying sizes. Additionally, the proposed project would avoid and permanently preserve all of the tidal wetlands along the western boundary of the project site.

As noted above under findings c) and d), the proposed project would provide the community with a 20-foot wide trail corridor, containing a 12-foot-wide multi-purpose trail, that would extend along the northern boundary and southwestern edge of the site. The proposed recreational trail is anticipated to become part of the regional San Francisco Bay Trail.

Addendum to Program Environmental Impact Report (PEIR): In 2011, the City certified a Program Environmental Impact Report for the Dumbarton TOD Specific Plan (State Clearing House No. 2010042012) prepared in accordance with California Environmental Quality Act (CEQA). The EIR analyzed the impacts of development that will occur on many different parcels owned by various entities within the 205-acre Specific Plan area, including FMC Parcel C. The project proposes minor changes and prepared an addendum to determine whether proposed changes would result in any new or more substantial impacts from those identified in the prior adopted PEIR. The addendum includes: (1) the history of the project; (2) the proposed project; (3) standards for adequacy under CEQA and the State CEQA guidelines; (4) a description and format and content of the addendum; (5) the applicable CEQA processing requirements for the proposed project. The addendum concluded that the proposed project modifications do not require preparation of a subsequent EIR or negative declaration under Section 15162. The applicant will remain obligated to comply with all applicable mitigation measures and conditions of approval contained within the EIR.

On August 28, 2018, a letter was received (Exhibit A) from Adams Broadwell Joseph & Cardozo raising concerns regarding Addendum to Environmental Impact Report to Dumbarton Transit Oriented Development. Minor modifications were made to the addendum to address the issues raised in the letter. Staff believes that the revised Addendum adequately addresses the environmental impacts of the project.

Recommendation

The proposed project is in line with the vision of the Specific Plan by proposing to create a livable community designed for compatible neighborhoods with connectivity to parks, open

space, the future transit station and commercial services. Thus, staff recommends approval of this proposed residential development.

Update – On August 28, 2018, the Planning Commission approved the following: (1) Resolution No. 1962 recommending approval of RZ-18-9, a rezoning of an approximately 17.4-acre portion of Vesting Tentative Tract Map 8453 from Business and Technology Park (BTP) to Residential Medium Density with Form Based Code (RM-FBC) and Planned Development Overlay District (PD) and rezoning of an approximately 5-acre site from Business and Technology Park (BTP) to Park (PK) (APNs: 537-852-1-2; 537-852-2-7 and 537-852-2-8); (2) Resolution No. 1963 recommending approval of TTM-18-16, Vesting Tentative Tract Map 8453; (3) Resolution No. 1964 recommending approval of P-18-8, a Planned Development Plan for a 192-unit residential project on a site located west of the intersection of Hickory Street and Enterprise Drive; and (4) Resolution No. 1965 approving and recommending that the City Council approve an addendum to the Dumbarton Transit Oriented Development Specific Plan Environmental Impact Report and certifying that the previously approved EIR (state clearinghouse number 2010042012) addresses all the impacts of the proposed development.

The project was slightly modified after the Planning Commission recommendation by the conversion of one residential lot to private open space and adding amenities to a stormwater treatment area. These changes were the result of infeasibility of the two proposed private park areas on to the north west of the site due to the park land area being deemed wetlands. The project before the City Council is for 192 units not the 193 that was approved by the Planning Commission.

Attachments

Ordinance

Resolutions (5)

Exhibit A: Addendum Volumes 1 and 2 to Program Environmental Impact Report (State Clearinghouse No. 2010042012) for the Dumbarton Transit Oriented Development;

Exhibit B: Plan Set for proposed residential development;

Exhibit C: Proposed 5-acre public park;

Exhibit D: Community Financing Agreement;

Exhibit E: Park Agreement;

Exhibit F: Meeting Presentation.

Action – It is recommended that the City Council:

(1) By resolution, approve, an addendum to the Dumbarton Transit Oriented Development Specific Plan Environmental Impact Report and certifying that the previously approved EIR (State Clearinghouse Number 2010042012) addresses all the impacts of the proposed FMC Parcel C Development (192-Residential Units); and

(2) Introduce an ordinance amending Title 17 (Zoning) of the Newark Zoning Code Section 17.03.020 “Zoning Map” by rezoning all that real property shown on Vesting Tentative Tract Map 8453 from Business and Technology Park (BTP) to Residential Medium Density with Form Based Code (RM-FBC) and Planned Development Overlay District (PD) and by rezoning an

approximately 5-acre site from Business and Technology Park (BTP) to Park (PK) (APNs: 537-852-1-2; 537-852-2-7 and 537-852-2-8); and

(3) By resolution, approve, TTM-18-16, Vesting Tentative Tract Map 8453 to allow construction of a 192-unit residential development (FMC Parcel C) on a 17.4-acre site located west of the intersection of Hickory Street and Enterprise Drive (Assessor Parcel Numbers: 537-852-1-2, 537-852-2-07 and 537-852-2-8); and

(4) By resolution, approve, P-18-8, a Planned Development Plan to allow construction of a 192-unit residential development (FMC Parcel C) on a 17.4-acre site located west of the intersection of Hickory Street and Enterprise Drive (Assessor Parcel Numbers: 537-852-1-2, 537-852-2-07 and 537-852-2-8); and

(5) By resolution, authorize the Mayor to sign a Community Financing Agreement with Parcel C Project Owner C, LLC; and

(6) By resolution, authorizing a Park Agreement with Parcel C Project Owner, LLC for the construction and dedication of a park to the City.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AN ADDENDUM TO THE DUMBARTON TRANSIT ORIENTED DEVELOPMENT SPECIFIC PLAN ENVIRONMENTAL IMPACT REPORT AND CERTIFYING THAT THE PREVIOUSLY APPROVED EIR (STATE CLEARINGHOUSE NUMBER 2010042012) ADDRESSES ALL THE IMPACTS OF THE PROPOSED 'FMC PARCEL C' DEVELOPMENT (192-RESIDENTIAL UNITS)

WHEREAS, the City of Newark certified the Dumbarton Transit-Oriented Development Specific Plan Environmental Impact Report (State Clearinghouse Number 2010042012) (Specific Plan EIR), adopted a statement of overriding considerations for the significant and unavoidable impacts identified therein, and approved a mitigation monitoring and reporting program on September 8, 2011; and

WHEREAS, the proposed Rezoning (RZ-18-9), Planned Development Plan (P-18-8), Vesting Tentative Tract Map (TTM-18-16) concerning the development of property within Dumbarton Transit-Oriented Development Specific Plan, and the proposed development is within the residential density limit analyzed by the Environmental Impact Report (State Clearinghouse Number 2010042012) for the (State Clearinghouse Number 2010042012); and

WHEREAS, pursuant to the requirements of the California Environmental Quality Act (CEQA), an Initial Study and an Addendum to the Dumbarton Transit Oriented Development (TOD) Specific Plan Program Environmental Impact Report (PEIR) (SCH No. 2010042012) has been prepared for the Project, pursuant to Section 15070 *et seq.* of the CEQA Guidelines, to analyze and mitigate the Project's potentially significant environmental impacts; and

WHEREAS, through this study, it has been determined that the Project does not result in any new significant impacts and the conclusions in the 2011 Environmental Impact Report remain unchanged; and

WHEREAS, on January 24, 2019 the City Council of the City of Newark conducted a duly noticed meeting to consider the Initial Study and Addendum of environmental impacts for the proposed Project, considered all public testimony, written and oral, presented at the meeting; and received and considered the written information and recommendation of the staff report for the January 24, 2019 meeting related to the proposed Project.

NOW, THEREFORE, the City Council finds and resolves the following:

1. The Initial Study and corresponding Addendum of environmental impacts and said mitigation measures contained within the same would avoid the effects or mitigate the effects to a point where clearly no significant effect on the environment would occur; and

2. There is no substantial evidence in light of the whole record before the City of Newark that the project may have a significant effect on the environment; and
3. The City Council has read and considered the Initial Study and the Addendum and the comments thereon, and has determined the Initial Study and the Addendum reflect the independent judgment of the City and were prepared in accordance with CEQA; and
4. The Initial Study and the Addendum (including any revisions developed under 14 C.C.R. § 15070(b)), all documents referenced in the same, and the record of proceedings on which the City Council decision is based is are located in the Community Development Department's files at City Hall for the City of Newark, located at 37101 Newark Blvd, California, and is available for public review.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newark that based on the evidence and oral and written testimony presented at the public meeting, and based on all the information contained in the Community Development Department's files on the project, the City Council approves an addendum to the Dumbarton Transit Oriented Development Specific Plan Environmental Impact Report and certifies that the previously approved EIR addresses all the impacts of the proposed 'FMC Parcel C' development (192-residential units). The City Council certifies in accordance with CEQA guidelines that:

1. The Initial Study/Addendum was prepared in compliance with CEQA and CEQA guidelines;
2. The City Council has reviewed and considered the information contained in the Initial Study/Addendum prior to approving the project;
3. The Initial Study/Addendum adequately describe the project, its environmental impacts, reasonable alternatives and appropriate mitigation measures; and
4. The Initial Study/Addendum reflect the independent judgment and analysis of the City Council.

ORDINANCE NO.

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

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

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

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

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

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

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

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

3152519.1

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING TTM-18-16, VESTING TENTATIVE TRACT MAP 8453 TO ALLOW CONSTRUCTION OF A 192-UNIT RESIDENTIAL DEVELOPMENT (FMC PARCEL C) ON A 17.4-ACRE SITE LOCATED WEST OF THE INTERSECTION OF HICKORY STREET AND ENTERPRISE DRIVE (ASSESSOR PARCEL NUMBERS: 537-852-1-2, 537-852-2-07 AND 537-852-2-8)

WHEREAS, Parcel C Project Owner LLC has submitted TTM-18-16, Vesting Tentative Tract Map 8453, to the City of Newark covered by P-18-8, a Planned Development Plan, a 192-unit residential project (FMC Parcel C) on an approximately 17.4-acre site located west of the intersection of Hickory Street and Enterprise Drive (APNs: 537-852-1-2, 537-852-2-7 and 537-852-2-8); and

WHEREAS, pursuant to Newark Zoning Code Section 17.31.060, a public hearing notice was published in The Tri City Voice on January 8, 2019, and mailed as required, and the City Council held a public hearing on said application at 7:30 p.m. on January 24, 2019 at the City Administration Building, 37101 Newark Boulevard, Newark, California; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby approve TTM-18-16, Vesting Tentative Tract Map 8453 covered by P-18-8, as shown on Exhibit B, pages 1 through 56 and made part hereof by reference, subject to the following conditions:

- a. Approval of TTM-18-16, Vesting Tentative Map 8453 shall be effective at such time RZ-18-9, the Rezoning of the property within the boundary of the Vesting Tentative Tract Map 8453, takes effect.
- b. All lighting shall be directed on-site so as not to create glare off-site, as required by the Community Development Director.
- c. Construction site trailers and buildings located on-site shall be used for office and storage purposes only, 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. 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).

- e. AC units shall not be placed in front or street side yard and if placed in any other location that makes it visible to public view, shall be properly screened with solid material.
- f. The project shall be subject to the environmental mitigation measures as described in the Dumbarton TOD Specific Plan Environmental Impact Report.
- g. 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 clean-up. Graffiti removal/repainting and site cleanup shall occur on a continuing, as needed basis. Any vehicle or portable building brought on the site during construction shall remain graffiti free.
- h. 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.
- i. Color elevations shall be submitted by the applicant as part of this application to be reviewed and approved by the Planning Commission and City Council. The building elevations shall reflect all architectural projections such as roof eaves, bay windows, greenhouse windows, chimneys and porches. A site plan showing the building locations with respect to property lines shall also show the projections. Said elevations shall specify exterior materials. Any minor changes shall be submitted for the review and approval of the Community Development Director to assure consistency with the approved project.
- j. Prior to the issuance of a building permit, any change to the floor plans as submitted by the applicant as part of this application shall be reviewed and approved by the Planning Commission and City Council. Any minor changes shall be submitted for the review and approval of the Community Development Director to assure consistency with the approved project.
- k. Prior to the issuance of a building permit, the roof material as submitted by the applicant as part of this application shall be reviewed and approved by the Community Development Director. 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.

- l. Prior to the issuance of a building permit, the project shall be submitted for the review and approval of Republic Services and the Community Development Director, in that order. The appropriate garbage, refuse and recycling service shall be approved prior to the issuance of a Certificate of Occupancy, as required by the Community Development Director. No refuse, garbage or recycling shall be stored outdoors except within the approved trash and recycling containers.
- m. Prior to the issuance of a building permit, a screening design shall be submitted to and approved by the Community Development Director. Roof equipment shall not be visible from public streets. All equipment shall be fully screened within the context of the building's architecture, as approved by the Community Development Director. Said screening design shall be maintained to the satisfaction of the Community Development Director. The building owner shall paint the roof equipment and the inside of its screening wall within the context of the building's color scheme and maintain the painted areas to the Community Development Director's satisfaction.
- n. Prior to issuance of a grading permit, the applicant 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.
- o. 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.
- p. There shall be no Accessory Dwelling Units (including Standard Accessory Dwelling Units or Junior Accessory Dwelling Units) allowed.
- q. There shall be no short term rentals allowed.
- r. There shall be no individual swimming pools allowed.
- s. Prior to their installation, mailbox locations and designs shall be approved by the

Community Development Director and Newark Postmaster, in that order. The mailbox compartments of centralized mailboxes shall identify the individual dwelling units with permanent, easily legible lettering.

- t. The covenants, conditions and restrictions (CC&Rs) filed for this development shall include a provision requiring that garages shall only be used for automobile parking.
- u. Prior to the issuance of a Certificate of Occupancy, roll-up garage doors with automatic garage door openers shall be provided for each unit.
- v. Prior to final inspection and utility release for each unit, the applicant shall pre-wire each unit for satellite and cable television connections, as required by the Community Development Director. The exterior connections for the pre-wire shall be made to the roof and not on the side elevation walls of the units.
- w. Prior to the issuance of a sign permit, all signs, other than those referring to construction, sale, or future use of this site, shall be submitted for the review and approval of the Community Development Director.
- x. 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. This shall also include the proposed fence along the perimeter of southern easement on railroad property.
- y. Prior to the issuance of a Certificate of Occupancy, the parking areas, aisles and access drives shall be installed and striped as shown on the approved site plan. Guest parking spaces shall be clearly marked as reserved for guests, as approved by the Community Development Director.
- z. Parking lot cleaning with sweeping or vacuum equipment shall not be permitted between 7:00 p.m. and 8:00 a.m.
- aa. Prior to the issuance of a building permit, details of the outdoor recreational amenities such as play structures shall be submitted to the Community Development Director for review and approval.
- bb. The Bayside Trail shall be constructed with contiguous phases of development. Prior to the issuance of a Certificate of Occupancy for any non-model dwellings within a phase, the Bayside Trail segment contiguous to that phase shall be completed.
- cc. Prior to the issuance of a building permit, the applicant shall pay all the development impact fees except for Park Impact Fee which could be as per 'Park Agreement'. The applicable development impact fees are: Public Safety (\$3,548/unit); Community

Services/Facilities (\$2,376/unit); Transportation (\$5,113/unit); Art in Public Places and Private Development (\$270/unit) and Community Development Maintenance Fee (0.5% of construction value).

- dd. Applicant shall comply with the City's affordable housing ordinance by either (i) paying the affordable housing in lieu fee at a rate of \$20.60 per square foot on the first 1,000 square feet of living space and \$8.25 per square foot over 1,000 square feet per dwelling unit, or (ii) entering into an affordable housing agreement requiring applicant to provide offsite senior and/or affordable units in a form reviewed and approved by the City Council.
- ee. The property owner FMC Corporation is responsible for dedicating land for an approximately 5-acre public park and the Developer is responsible for constructing the park consistent with conceptual design as shown in Exhibit C. The 'Park Agreement' as attached to the staff report has been agreed to by the property owner and the developer.
- ff. Prior to the issuance of a building permit, the applicant shall enter into an agreement with the City Council to address Community Services fiscal support of \$2,500 per unit for the Map Area specific to this project.
- gg. Prior to the transfer of title, the applicant shall provide disclosure notices to buyers of individual dwellings in the subdivisions as to all of the conditions of project approval and environmental determination approved for this project. This information shall include, but is not limited to the anticipated commuter rail, as well as the presence of loud train horns using the railroad tracks to the north of the property.
- hh. Prior to the transfer of title for any lot in the development, the applicant shall provide disclosures notices to the buyer as to the possibility of ground borne vibration from trains using the railroad tracks on the north of the subdivision. The method of disclosure shall be subject to review and approval of Community Development Director.
- ii. Prior to occupancy, the applicant shall provide clearance for residential occupancy from Californian Regional Water Quality Board San Francisco Region.

Engineering Division

- jj. The project shall conform to Vesting Tentative Map – Tract 8453, sheets TM-1 through TM-7, and all conditions of approval set forth herein. Approval of the Vesting Tentative Map shall expire according to the provisions of the State Subdivision Map Act and any amendments thereto and applicable provisions of the Newark Municipal Code consistent with the State Subdivision Map Act.
- kk. The development will require approval of final tract maps filed in accordance with the

State Subdivision Map Act and the City of Newark Subdivision Ordinance. The final map shall be approved prior to the issuance of any building permits.

- ll. The final map shall designate and/or dedicate emergency vehicle access ways, private vehicle access ways, open space/recreational easements, public utility easements, and other easement as may be required over the common area.
- mm. The final map and complete tract improvement plans shall be submitted to the Engineering Division for review to ensure conformance with relevant codes, policies, and other requirements of the Newark Municipal Code and City of Newark street improvement standards. Prior to approval of the final map, the applicant shall guarantee all necessary public and private street improvements and other infrastructure improvements within the subdivision and beyond the map boundary as required by the City of Newark Subdivision Ordinance. On-site common areas and all private streets in the development shall be designed and constructed to City standards and shall be included with the tract improvement plans.
- nn. The applicant shall dedicate right-of-way and install complete street improvements for Enterprise Drive, Hickory Street, Seawind Way, Hickory/Enterprise Roundabout, and Seawind/Enterprise Roundabout as shown on the Vesting Tentative Map exhibits and as described below:

Enterprise Drive

- i. Enterprise Drive is considered an arterial street with a traffic index of 9.0. During the final map and improvement plan review, the applicant shall submit a detailed geotechnical report providing recommendations for the pavement section. The recommendations shall discuss two sections of Enterprise Drive – the first section being the segment between Willow Street and Hickory Street and the second segment being the extension of Enterprise Drive between Hickory Street and Seawind Way. If the report concludes that the existing pavement section between Willow Street and Hickory Street is adequate for a traffic index of 9.0, then the applicant shall provide a 0.25' thickness of pavement grind and an asphalt pavement overlay over the entire width of Enterprise Drive for that segment. If the report concludes that the existing pavement section between Willow Street and Hickory Street is deficient for a traffic index of 9.0, the project geotech engineer shall provide recommendations for pavement rehabilitation and/or replacement of structural sections on Enterprise Drive to meet the traffic index of 9.0.

If, at the time of final map approval for Tract 8453, another applicant has already provided guarantee(s) or other appropriate improvement security for the full width pavement grind and overlay, the applicant will not be required to perform this pavement work.

- ii. The applicant shall install complete street improvements for Enterprise Drive between Willow Street and Hickory Street consistent with the improvements shown in the Dumbarton TOD Specific Plan. Improvements include, but are not limited to, installation of 2-12' travel lanes and 5' bike lanes in each direction, a 10' landscape median, curb and gutter, street lights, fire hydrants, and landscaping. The applicant shall provide temporary pedestrian improvements within the existing right-of-way on both sides of Enterprise Drive. Installation of the complete street improvements, including any pavement rehabilitation and/or replacement of structural sections for Enterprise Drive, shall be completed prior to the first occupancy of the project.

If, at the time of final map approval for Tract 8453, another applicant has already provided guarantee(s) or other appropriate improvement security for all or a portion of the Enterprise Drive improvements, the applicant will not be required to perform the improvements guaranteed by the other applicant.

Hickory Street

- i. The applicant shall install sidewalk improvements along the project frontage along Hickory Street. Sidewalk improvement shall be completed prior to the first occupancy of the project.

Seawind Way

- i. Prior to the Final Map approval, the Seawind Way right-of-way dedication for the ultimate Seawind Way street configuration shall be granted to and accepted by the City. The applicant shall remove temporary roadway improvements on Seawind Way and install complete street improvements connecting to the new Seawind/Enterprise roundabout. Street improvements include but are not limited to relocation of the curb, gutter, sidewalk, landscape, irrigation, utilities, and conform to existing onsite improvements. The applicant shall obtain construction easements, as necessary, from Tract 8099 parcel owners to complete the conform improvements. Installation of the street improvements for Seawind Way shall be completed prior to the first occupancy of the project.

Hickory/Enterprise Roundabout

- i. The applicant shall dedicate and construct the ultimate configuration of the Hickory/Enterprise roundabout as shown on the Vesting Tentative Map exhibits. The right-of-way dedication shall be granted to and accepted by the City prior to the Final Map approval. The Hickory/Enterprise roundabout improvements shall be completed prior to the first occupancy of the project.

Seawind/Enterprise Roundabout

- i. The applicant shall dedicate and construct the Seawind/Enterprise roundabout as shown on the Vesting Tentative Map exhibits. The Seawind/Enterprise roundabout improvements, including all conform improvements on the adjacent

Tract 8099 shall be completed prior to the first occupancy of the project.

- oo. The applicant shall provide additional pavement restoration at Willow Street and Enterprise Drive as a result of the trench cut for the sanitary sewer main connection at the existing roundabout. At a minimum, the applicant shall provide a 0.25' thickness of pavement grind and an asphalt pavement overlay to the nearest lane line or as required by the City Engineer.
- pp. The applicant shall retain a certified arborist to provide recommendations to protect the existing trees in the Willow/Enterprise roundabout and to ensure that contractors during construction adhere to the recommendations during the sanitary sewer main installation in the roundabout.
- qq. The applicant shall repair and/or replace any public and private improvements damaged as a result of construction activity to the satisfaction of the City Engineer.
- rr. A signpost with a sign having an area of at least 15-inches by 21-inches shall be installed at or near each private street entrance. The name of each private street shall be placed on this sign in clearly legible 4-inch letters. The signs shall have painted, in at least 1-inch letters, "Private Property. Not dedicated for public use."
- ss. The connection between private streets and public street shall be by a City of Newark standard driveway or a City-approved modified driveway.
- tt. Prior to the issuance of the initial grading or any building permits for this project, the applicant shall submit a Storm Water Pollution Prevention Plan for the 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 Storm Water Quality Best Management Practices Handbook for Construction Activities. 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 a permanent thermoplastic stencil with the wording "No Dumping - Drains to Bay," and other applicable practices.
- uu. The project must be designed to include appropriate source control, site design, and stormwater treatment measures to prevent stormwater runoff pollutant discharges and increases in runoff flows from the site in accordance with Provision C.3 of the Municipal Regional Stormwater NPDES Permit (MRP), Order R2-2015-0049, revised November

19, 2015, issued to the City of Newark by the Regional Water Quality Control Board, San Francisco Bay Region. Examples of source control and site design requirements include but are not limited to: properly designed trash storage areas, sanitary sewer connections for all non-stormwater discharges, minimization of impervious surfaces, and treatment of all runoff with Low Impact Development (LID) treatment measures. A properly engineered and maintained biotreatment system will only be allowed if it is infeasible to implement other LID measures such as harvesting and re-use, infiltration, or evapotranspiration. The stormwater treatment design shall be completed by a licensed civil engineer with sufficient experience in stormwater quality analysis and design. The design is subject to review by the Regional Water Quality Control Board. The applicant shall modify the site design to satisfy all elements of Provision C.3 of the MRP. The use of treatment controls for runoff requires the submittal of a Stormwater Treatment Measures Maintenance Agreement prior to the issuance of any Certificates of Occupancy.

- vv. All stormwater treatment measures are subject to review and approval by the Alameda County Mosquito Abatement District. The applicant shall modify the grading and drainage and stormwater treatment design as necessary to satisfy any imposed requirements from the District.
- ww. In accordance with Provision C.10 of the Regional Water Quality Control Board's Municipal Regional Permit, storm drain inlet filters shall be installed in all on-site and adjacent off-site storm drain inlets. The storm drain inlet filters shall meet the full trash capture requirements of the San Francisco Bay Regional Water Quality Control Board and shall comply with maintenance and performance requirements of the Mosquito Abatement District. Alternative full trash capture devices such as hydrodynamic separators or pipe screens that meet the requirements of the Regional Water Quality Control Board and Mosquito Abatement District may also be used if approved by the City Engineer.
- xx. Prior to approval of the final map, the applicant'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 applicant shall incorporate the program into the required Storm Water Pollution Prevention Plan and Storm Water Treatment Measures Maintenance Agreement.
- yy. The applicant shall submit detailed grading and drainage plans for review and approval by the City Engineer and the Alameda County Flood Control and Water Conservation District. These plans must be based upon a City benchmark and need to include pad and finish floor elevations of each proposed structure, proposed on-site property grades, proposed elevations at property line, and sufficient elevations on all adjacent properties to show existing drainage patterns. All on-site pavement shall drain at a minimum of one percent. The applicant 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 applicant's responsibility.

Hydrology and hydraulic calculations shall be submitted for review and approval by the City Engineer and the Alameda County Flood Control District prior to approval of the final map(s). The calculations shall show that the City and County freeboard requirements will be satisfied.

- zz. Prior to final map approval, the applicant shall enter into a Storm Drainage Easement Agreement permitting stormwater runoff from the public street system to discharge into the privately owned and maintained stormwater treatment systems. The property owner shall accept the maintenance burden associated with all public stormwater runoff in perpetuity.
- aaa. 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 applicant 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 grading permit is required by the Building Inspection Division prior to starting site grading work.
- bbb. The applicant shall submit a detailed soils report prepared by a qualified engineer, registered with the State of California. The report shall address in-situ and import soils in accordance with the City of Newark Grading and Excavation Ordinance, Chapter 15.50. The report shall include recommendations regarding pavement sections for all public and private streets. Grading operations shall be in accordance with recommendations contained in the soils report and shall be completed under the supervision of an engineer registered in the State of California to do such work.
- ccc. Prior to the final map approval or early subdivision grading approval for the project, whichever comes first, the applicant shall submit a supplemental geotechnical report or a design-level geotechnical report further evaluating the liquefaction-induced ground-surface disruption and liquefaction-induced settlement potential. The report shall be reviewed and approved by the City selected peer review consultant. The review fee shall be paid by the applicant per the City's Master Fee Schedule.
- ddd. The type of mitigation measures and/or ground improvement addressing ground-surface disruption potential and/or seismic-induced settlement shall be subject to review and approval by the City Engineer.
- eee. Prior to final map approval, the applicant shall apply for and receive approval of a conditional letter of map revision based on fill (CLOMR-F) from the Federal Emergency Management Agency. The CLOMR-F shall be based upon the grading plan for the project and shall conclude that lots proposed to have structures for human occupancy will be removed from the special flood hazard area.
- fff. Prior to occupancy of any buildings within the special flood hazard area, the applicant

shall apply for and receive approval of a letter of map revision based on fill (LOMR-F) from the Federal Emergency Management Agency. The LOMR-F shall be based upon the as-built grades of the building pads and shall determine that the pads are no longer within the special flood hazard area.

- ggg. The Preliminary Utility Plan includes a water supply system and sanitary sewer system layout that are subject to review and approval by Alameda County Water District (ACWD) and Union Sanitary District (USD), respectively. Any necessary site and utility design changes necessary to satisfy ACWD and USD design requirements shall be the applicant's responsibility.
- hhh. As a benefited property within the Dumbarton TOD for the waterline extension on Willow Street, the applicant shall pay its pro-rata benefit cost as outlined in the Waterline Agreement prior to final map approval. If the applicant pays its pro-rata benefit cost based on the waterline extension estimated cost, the applicant shall pay a supplemental reimbursement for the difference between actual cost and estimate cost after receipt of the actual cost is provided.
- iii. All existing overhead utilities within the development and along the fronting street rights-of-way to the centerline of the street shall be undergrounded to the nearest riser beyond the development's limits in accordance with the City of Newark Subdivision Standards. Undergrounding shall include all existing and proposed service drops.
- jjj. 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 unless a pavement overlay is proposed for the disturbed area as directed by the City Engineer.
- kkk. All new utilities including, but not limited to, electric, telephone and cable television services shall be provided underground for all buildings in the development in accordance with the City of Newark Subdivision Standards. Electrical transformers shall be installed in underground vaults with an appropriate public utility easement or within the public right-of-way.
- lll. Dry utility boxes, with the exception of street light boxes, shall not be placed in the landscape planter strips adjacent to the roadway.
- mmm. The joint trench plan shall be submitted by the applicant with the first tract improvement plan check and approved prior to final map approval.
- nnn. The applicant shall request Pacific, Gas & Electric Co. to commence with the design of the underground utility improvements for the proposed development immediately following approval of the tentative map.
- ooo. Street lighting for public and private streets shall have sufficient power and spacing to

provide a minimum maintained foot-candle level of 0.12.

- ppp. Prior to issuance of a Certificate of Occupancy or release of utilities for any building, 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 5.0 and striped as shown on the approved plans.
- qqq. 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.
- rrr. The applicant shall incorporate a Homeowner's Association consisting of all property owners of lands in the development at the time of incorporation and in the future for the purpose of maintaining the association's property, common drive aisles, parking facilities, stormwater treatment facilities, and landscaping, including landscaping in adjacent public rights-of-way, and for paying for security lighting, any common garbage collection services, any security patrol services, if provided, and other functions of a Homeowner's Association. All common areas within the development shall be owned and maintained by the Homeowner's Association. Each property owner shall automatically become a member of the association and shall be subject to a proportionate share of the maintenance expenses. The Homeowner's Association shall be incorporated prior to the sale of any individual lots and/or prior to acceptance of tract improvements, whichever occurs first.
- sss. Prior to City Council approval of the final map(s), the bylaws governing the property owners' association(s) and any declaration of covenants, conditions and restrictions (CC&Rs) filed for this development shall be reviewed and approved by the City Council at its discretion after mandatory review and recommendations by the City Attorney. Said covenants, conditions and restrictions shall be prominently displayed in the project sales office at all times. Approval of the covenants, conditions and restrictions shall not make the City a party to enforcement of same. The CC&Rs shall apply equally to both owners and renters. The CC&Rs shall be written to require renters to comply with the regulations of the CC&Rs, and a copy of the CC&Rs shall be given to each renter. The CC&Rs shall be written to allow less than a majority of owners to have pavement or landscape maintenance done and the cost thereof assessed to all owners in the project. The CC&Rs shall include a pavement maintenance program for on-site pavement.
- ttt. The Homeowner's Association CC&Rs shall prohibit the on-site parking of non self-propelled recreational vehicles, including boats, and any self-propelled recreational vehicles not used for transportation unless separate storage facilities are provided. The CC&Rs shall regulate the provision of any on-site parking of self-propelled recreational vehicles used for transportation.

- uuu. The applicant shall also assist the Homeowner's Association by having a management consultant firm review the maintenance and operating functions of the association. The management consulting firm shall be responsible to prepare a written report with recommendations to the association for managing the association's obligations and setting initial monthly assessment costs for each lot in the development. Membership and assessment cost shall be mandatory for all property owners of property in the development and shall run with the land. The applicant shall pay all costs of incorporation and initial management review and reports.
- vvv. The Homeowner's Association shall be responsible for trash and litter control and sweeping of all private streets within the development. All private storm drain systems and all associated trash capture devices shall be cleaned on a regularly scheduled basis as detailed in the required Stormwater Treatment Measures Maintenance Agreement.
- www. The Homeowner's Association shall be required to contract with a professional management firm to handle all necessary maintenance operations. Documentation of such contract shall be submitted to the City of Newark. All commonly owned facilities shall be properly maintained in a manner consistent with the CC&Rs and project requirements.
- xxx. The following language shall be included in the CC&Rs:

Rights of City: Notwithstanding anything to the contrary in this Master Declaration, no amendment hereto which deals with any of the following matters shall be effective without the prior written consent of the Director of the City's Community Development Department, such consent not to be unreasonably withheld: (i) Any amendment, the design or purpose of which is to eliminate an obligation of the Association to maintain, manage and repair the Master Common Property all Improvements therein or to lower the standards for maintaining and repairing such Master Common Property and Improvements; (ii) Any amendment with regard to the fundamental purpose for which the Project was created (e.g., a change from residential use to a different use);(iii) Any amendment to Sections...(list sections required by condition of approval), and all defined terms therein, each of which were required as a condition of approval for the Project.(note: will need to define "Project.")

Enforcement by City: If the Association or any Owner (as the case may be) fails to Maintain the Common Area or any Improvement, or if the Association fails to enforce any of the provisions, listed in Section XXX (Rights of City), the City, as an intended third party beneficiary of the provisions of this Master Declaration, shall have the right, but not the duty, to compel performance of such provisions in any manner provided by law or in equity and in any manner provided in this Master Declaration.

- yyy. The applicant shall ensure that a water vehicle for dust control operations and a pick-up

or vacuum type street sweeper to remove tracked dirt and debris from adjacent streets is kept readily available at all times during construction at the City Engineer's direction.

zzz. The applicant shall implement the following measures for the duration of all construction activity to minimize air quality impacts:

1. Watering should be used to control dust generation during demolition of structures and break-up of pavement.
2. All trucks hauling demolition debris from the site shall be covered.
3. Dust-proof chutes shall be used to load debris into trucks whenever feasible. Watering should be used to control dust generation during transport and handling of recycled materials.
4. All active construction areas shall be watered at least twice daily and more often during windy periods; active areas adjacent to the existing land uses shall be kept damp at all times or shall be treated with non-toxic stabilizers or dust palliatives.
5. All trucks hauling soil, sand, and other loose materials shall be covered or require all trucks to maintain at least 2 feet of freeboard.
6. All unpaved access roads, parking areas, and staging areas at construction sites shall be paved, watered three times daily, or treated with (non-toxic) soil stabilizers.
7. All paved access roads, parking areas, and staging areas at construction sites shall be swept daily with water sweepers; water sweepers shall vacuum up excess water to avoid runoff-related impacts to water quality.
8. Limit traffic speeds on unpaved roads to 15 mph.
9. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.
10. Replant vegetation in disturbed areas as quickly as possible.
11. Minimize idling time (5 minutes maximum).
12. Maintain properly tuned equipment.

These measures shall be incorporated into the grading specifications as well as the best management practices of the storm water pollution prevention plan, and shall be implemented to the satisfaction of the City Engineer.

aaaa. The applicant shall enter into a Landscape Maintenance Agreement to ensure the perpetual maintenance of all common front yard, side yard, back-up area landscaping, and adjacent roadway planter strips within the development by the Homeowner's Association. This agreement shall run with the land and be binding upon all future owners or assigns. Any and all necessary easements shall be dedicated over individual lots to allow for the perpetual access and maintenance of landscaping. The full extent of landscape maintenance shall be determined with the future landscape improvements plans and detailed in said agreement. Landscaping by the City at the expense of the Homeowner's Association in these areas will only occur in the event the City Council deems the Homeowner's Association maintenance to be inadequate. Project perimeter walls and adjoining landscaped areas shall be included in a dedicated landscape easement

to guarantee adequate maintenance of the walls.

The City of Newark shall be provided with subordinate agreements to ensure that the position of the landscaping maintenance lien shall be superior to any liens or encumbrances other than taxes.

- bbbb. Prior to the approval of the final map, the applicant shall petition the City Council to participate in an active Landscaping and Lighting District for the perpetual maintenance of median landscaping and lighting systems on Enterprise Drive, roundabout landscaping, any public stormwater treatment and storm drain delivery systems including trash capture devices, all public street trees, and all street lighting systems. Maintenance activities will be performed by the City of Newark or its contractors through the Landscaping and Lighting District. All property owners within the tentative map boundary shall be assessed annually in accordance with requirements established with the Landscaping and Lighting District. The applicant shall deposit sufficient funds for the City to hire a consultant to prepare the Engineer's Report, which shall be approved by the City Council. Prior to issuance of a Certificate of Occupancy, the City Council shall adopt a resolution for the annexation into an assessment district. The applicant shall record an indenture advising all prospective property owners in the project that their properties are included in a Landscaping and Lighting District for maintenance of landscaping, lighting, and related improvements installed as part of the project.
- cccc. Prior to Final Map approval, street names shall be reviewed, approved, and shown on the Final Map. The street names shall be unique and in keeping with the theme of the development. A unique street name is defined as one which does not duplicate or is similar (i.e. such as in pronunciation or spelling) to any existing/reserved street names located in the Cities of Newark, Fremont, and Union City.
- dddd. During the final phases of the Final Map review and prior to Building Permit submittal for the individual lots, including submittals for the construction of model homes, subdivision site addresses shall be reviewed and issued.
- eeee. The applicant shall provide digital submittals of final maps and improvement plans in a format approved by the City prior to Final Map approval. The CAD work must be prepared consistent with the City of Fremont Digital Submittal Requirements.
- ffff. The applicant shall provide electronic copies and one mylar set of as-built tract improvement plans prior to tract acceptance.

Landscape Division

- gggg. All maintenance of common areas, common area facilities, site frontage areas, and all red curbing within the development shall be maintained by the required homeowner's association. The applicant shall enter into a Landscape Maintenance Agreement prior to

approval of the final map. The agreement shall run with the land and be binding to the homeowners association as successors.

- hhhh. The applicant shall retain a licensed landscape architect to prepare working drawings for all frontage area and common area landscape improvements in accordance with City of Newark requirement and the State of California Model Water Efficient Landscape Ordinance. The landscape plans shall be included with the first tract improvement plan set. The landscape plans shall be concurrently approved with the tract improvement plans and Final Map.
- iiii. The applicant shall implement Bay Friendly Landscaping Practices in accordance with Newark Municipal Code, Chapter 15.44.080. Prior to the approval of the final map, the applicant shall provide sufficient information to detail the environmentally-conscious landscape practices to be used on the project.
- jjjj. All street trees shall be a minimum of 24-inch box specimens. All plant replacements shall be an equal or better standard than originally approved subject to approval by the City Engineer.
- kkkk. Landscaping and irrigation systems shall be installed on Enterprise Drive and the roundabouts prior to the first occupancy of the project.
- llll. Prior to the release of utilities or issuance of any Certificate of Occupancy, all landscaping and irrigation systems on the lot and the lot frontage areas shall be complete. Cash deposit to guarantee remainder of the work can be accepted subject to the City Engineer approval.
- mmmm. Stormwater treatment facilities and associated infrastructure shall be installed and operational prior to the first occupancy of the project. A certification by a licensed civil engineer and/or licensed landscape architect certifying that the stormwater treatment facilities and associated infrastructure were installed and are operating properly shall be submitted to the City and approved by the City Engineer.

Building Division

- nnnn. Construction for this project, including site work and all structures, can occur only between the hours of 8:00 AM and 7:00 PM, Monday through Saturday and between the hours of 10:00 AM and 6:00 PM on Sundays and holidays. The applicant may make a written request to the Building Official for extended 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 hours/days, the time duration of the request, the proximity to residential neighborhoods and input by affected neighbors. All approvals will be done so in writing.

oooo. Each building shall be equipped with a fully automatic fire sprinkler system.

pppp. This project will require the payment of school applicant fees. School applicant fees are assessed and collected by the Newark Unified School District

Fire Division

qqqq. All the homes shall be equipped with automatic fire sprinkler system.

rrrr. The proposed trees shall not impede into fire access roads and in case of any event where it does, the applicant shall work with County fire to relocate any trees that impede the fire access roads.

Police Division

ssss. The development shall comply with Chapter 15.06, *Security Code*, of the Newark Municipal Code and Section 5.10 of the California Fire Code for radio reception.

tttt. Housing numbers should be well placed, illuminated and easily recognizable for first responders.

uuuu. A map of the entire complex should be placed in easy to find locations (preferred- street entrance into the complex) to aid first responders in locating specific dwelling.

General

vvvv. 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 applicant shall pay the prevailing fee for each additional separate submittal of development exhibits requiring Planning Commission and/or City Council review and approval.

xxxx. In the event that any person should bring an action to attack, set aside, void or annul the City's approval of RZ-18-9, TTM-18-16, PD-18-8, and E-18-10, the applicant shall defend, indemnify and hold harmless the City and/or its agents, officers and employees from any claim, action, or proceeding against the City and/or its agents, officers and employees with separate counsel reasonably selected by the City and reasonably approved by the applicant. Applicant's obligation to defend, indemnify and hold harmless the City and/or its agents, officers and employees shall be subject to the City's compliance with Government Code Section 66474.9.

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

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING P-18-8, A PLANNED DEVELOPMENT PLAN TO ALLOW CONSTRUCTION OF A 192-UNIT RESIDENTIAL DEVELOPMENT (FMC PARCEL C) ON A 17.4-ACRE SITE LOCATED WEST OF THE INTERSECTION OF HICKORY STREET AND ENTERPRISE DRIVE (ASSESSOR PARCEL NUMBERS: 537-852-1-2, 537-852-2-7 AND 537-852-2-8)

WHEREAS, Parcel C Project Owner LLC has filed with the City of Newark an application for a Planned Development Plan for a 192-unit residential project on a site located west of the intersection of Hickory Street and Enterprise Drive; and

WHEREAS, pursuant to Newark Zoning Code Section 17.31.060, a public hearing notice was published in The Tri City Voice on January 8, 2019 and mailed as required, and the City Council held a public hearing on said application at 7:30 p.m. on January 24, 2019 at the City Administration Building, 37101 Newark Boulevard, Newark, California; and

WHEREAS, pursuant to Chapter 17.12 (Planned Development Overlay District), Section 17.12.060 (Required Findings) of Newark Zoning Code, the City Council hereby makes the following findings:

- A. The proposed development is consistent with the General Plan and any applicable specific plan, including the density and intensity limitations that apply;
- B. Adequate transportation facilities and public services exist or will be provided in accord with the conditions of development plan approval, to serve the proposed development; and the approval of the proposed development will not result in a reduction of traffic levels of service or public services so as to be a detriment to public health, safety, or welfare;
- C. The proposed development will not have a substantial adverse effect on surrounding land uses and will be compatible with the existing and planned land use character of the surrounding area;
- D. The development generally complies with applicable adopted design guidelines;
- E. The proposed development is demonstratively superior to the development that could occur under the standards applicable to the underlying base district, and will achieve superior community design, environmental preservation and/or substantial public benefit.

NOW, THEREFORE, BE IT RESOLVED that the City Council approve this application as shown on Exhibit B, pages 1 through 56, subject to compliance with the following conditions:

Planning Division

- a. All applicable conditions listed in City Council Resolution No. _____, dated January 24, 2019, recommending approval of TTM-18-16, Vesting Tentative Tract 8453 for a 192-unit residential development (FMC Parcel C) on a 17.4-acre site located west of the intersection of Hickory Street and Enterprise Drive.
- b. If any condition of this Planned Development Plan be declared invalid or unenforceable by a court of competent jurisdiction, this planned unit development shall terminate and be of no force and effect, at the election of the City Council.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE MAYOR TO SIGN A
COMMUNITY FINANCING AGREEMENT WITH PARCEL C
PROJECT OWNER, LLC

BE IT RESOLVED by the City Council of the City of Newark that the Mayor of the City of Newark be and is hereby authorized to sign a Community Financing Agreement with Newark Parcel C Project Owner, LLC., regarding provision of certain public facilities and services for the Dumbarton Transit Oriented Project Specific Plan, said agreement on file in the Office of the City Clerk.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING A PARK AGREEMENT WITH
PARCEL C PROJECT OWNER, LLC FOR THE CONSTRUCTION
AND DEDICATION OF A PARK TO THE CITY

WHEREAS, Parcel C Project Owner, LLC (the “Developer”) has submitted an application for the construction of a 192 unit single family home project (the “Project”); and

WHEREAS, as a condition of approval of the Project, the City is requiring the Developer to construct and dedicate an approximately 5 acre park (the “Park Parcel”) to the City; and

WHEREAS, pursuant to an order from the California Regional Quality Control Board (“RWQCB”), the Developer is required to conduct certain remediation activities to remediate contamination on the Park Parcel; and

WHEREAS, the City will not accept dedication of the Park parcel until the remediation has been completed and the Developer has constructed certain required park improvements on the Park Parcel; and

WHEREAS, City staff and the Developer have negotiated an agreement (the “Park Agreement”) that sets forth the requirements for the remediation of the contamination and the construction of the improvements on the Park Parcel, a copy of which is on file with the City Clerk.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that:

Section 1. The above recitals are true and are incorporated into this Resolution.

Section 2. The Mayor of the City of Newark is hereby authorized to sign the Park Agreement with Newark Parcel C Project Owner, LLC., substantially in the form on file with the City Clerk, and to take all actions and execute all documents in connection with the Park Agreement that are consistent with this Resolution.

Section 3. This Resolution shall take effect immediately upon its passage.

3152803.1

E.3

Due to the large size of the files, the exhibits for this item have been scanned separately.

Please see website.

E.3 FMC Parcel Exhibit A

E.3 FMC Parcel Exhibits B - F

F.1 Approval of Contractual Services Agreements with 4Leaf, Inc, CSG Consultants, Inc, MNG Engineers, Inc, Pakpour Consulting Group and SNG and Associates, Inc. for on-call Public Works Construction Inspection and Civil Engineering Development Plan Check Review Services and authorization to amend the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2018-2019 to provide additional funding for said Contractual Services Agreements – from Senior Civil Engineer Cangco. (RESOLUTION)

Background/Discussion – The City has several Contractual Services Agreements with consultants for on-call Public Works Construction Inspection and Civil Engineering Development Plan Review Services that are set to expire in February 2019. Based on current and projected development activity, these contractual services need to continue for the foreseeable future and new contracts are now required. The 2018-2020 Biennial Budget and Capital Improvement Plan includes \$639,500 in remaining funding for these services.

In accordance with the City’s Purchasing Rules and Regulations, staff prepared and initiated an open and competitive Request for Qualifications (RFQ) for on-call Public Works Construction Inspection and on-call Civil Engineering Development Plan Check Review Services. RFQs were sent to firms previously under contract with the City and firms that expressed interest in receiving RFQs. The RFQs specified that selection would be made based on quality and completeness of submissions as well as a firm’s experience with engagements of similar scope and complexity, satisfaction of previous clients, and proposed rate schedules.

Public Works Construction Inspection Services includes a wide range of activities with multiple land development and Public Works project sites. Services include, but may not be limited to, evaluating job sites for conformance with City, State, and Federal regulations; conducting construction daily reports, memos, or logs; maintaining records for encroachment permits, subdivision agreements, and private development permits; and inspecting installation of infrastructure for both public and private street improvements.

Civil Engineering Development Plan Check Review Services includes a range of activities from planning entitlement, to improvement plan and final map approval, and the building permit process. Services include, but may not be limited to, reviewing Tentative Maps, Site Development, and Conditional Use Permits; preparing Conditions of Approval; reviewing parcel maps, final maps, tract improvement plans, grading plans, plot plans, and building permit plans for conformance with City, State, and Federal regulations; coordinating with applicants, City staff, and other public agencies; and attending meetings.

Current and projected service level demands for construction inspections and plan check reviews remain high, requiring staff augmentation through the on-call service contracts. Construction activities at Bayside Newark (formerly Dumbarton Transit Oriented Development) continues to remain at the elevated levels the City has experienced over the past several years. Construction for a 333-unit subdivision is currently underway, with construction of an additional 200 units starting as early as the end of the year. Completion of Willow Street improvements, the Willow

Street water mainline installation, and the sewer force main relocation are also planned for construction this year. In addition, improvement plans, final map, and building permit plans for an approximately 330 residential-unit subdivision are anticipated to be submitted to the City for review and approval later this year.

Development of Area 3 and Area 4 are also contributing to the current and anticipated service level demands for Engineering Division staff. Construction of Area 3, which consists of 77.5 acres and 386-residential units, is currently underway. Area 4, which proposes to construct 469 residential units on 108 acres, is currently being reviewed for planning entitlement. Staff anticipates that improvement plans, final maps, grading plans, and building permit applications will be submitted for review soon after planning entitlements are approved.

Initial discussions regarding potential development within the NewPark Mall area per the recently adopted NewPark Place Specific Plan have also started. The initiation of development activity with the NewPark Place Specific Plan Area will generate additional service level demands for both plan check review and construction inspection services.

In addition to the larger development project sites, Engineering Division staff also anticipates providing plan check and construction inspection services for several small in-fill subdivision projects and other site development permits. While these projects are not as large as the Bayside Newark, Area 3, Area 4, and NewPark Place projects, these development sites contribute to staff's workload.

Construction of the City's highly anticipated Dog Park, Skate Park and Synthetic Turf Fields is also scheduled to begin this Spring. This will generate significant demand for additional construction inspection, management and oversight services, as construction of all three high-priority park projects is anticipated to occur concurrently.

Engineering Division staff plans to address this anticipated increase in service demand levels through the use of multiple on-call consultants.

Staff received six (6) statements of qualifications for Construction Inspection Services and six (6) statement of qualifications for Development Plan Check Review Services. The statements of qualifications were evaluated and ranked according to the selection criteria identified in the RFQs. Staff is recommending the selection of three consultants for on-call Construction Inspection Services and three consultants for on-call Development Plan Check Review Services. Retaining multiple firms will avoid concerns regarding conflict of interest and provide flexibility with the distribution of assignments.

Contractual Services Agreements

Staff is recommending the approval of Contractual Services Agreements for on-call Public Works Construction Inspection Services with three (3) consultant firms, each with a not to exceed amount as indicated below:

- 4Leaf, Inc. - \$100,000
- CSG Consultants, Inc. - \$125,000
- MNS Engineers, Inc. - \$239,500

Staff is also recommending the approval of Contractual Services Agreements for on-call Civil Engineering Development Plan Check Review Services with three (3) consultant firms, each with a not to exceed amount as indicated below:

- CSG Consultants, Inc. – \$125,000
- Pakpour Consulting Group - \$125,000
- SNG & Associates, Inc. - \$125,000

All six (6) agreements will expire on June 30, 2020, renewable for two (2) additional one (1) year terms upon mutual consent of the City and the consultant, subject to available funding.

The total not to exceed amount for the six (6) Contractual Service Agreements is \$839,500. The 2018-2020 Biennial Budget includes an estimated remaining balance of \$639,500 for Engineering Contractual Services. Therefore, staff requests authorization to amend the 2018-2020 Biennial Budget and Capital Improvement Plan to add \$200,000 to fiscal year 2018-2019 for Engineering Contractual Services to fund all six Contractual Services Agreements.

The additional funds requested will be offset by Subdivision fees paid by developers of the projects requiring the additional services.

Attachments

Action – It is recommended that the City Council, by resolution approve Contractual Services Agreements with various consultants for on-call Public Works Construction Inspection and Civil Engineering Development Plan Check Review Services and authorize to amend the 2018-2020 Biennial Budget and Capital Improvement Plan for fiscal year 2018-2019 to provide additional funding for said Contractual Services Agreements.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING CONTRACTUAL SERVICES AGREEMENTS WITH VARIOUS CONSULTANTS FOR ON-CALL PUBLIC WORKS CONSTRUCTION INSPECTION AND CIVIL ENGINEERING DEVELOPMENT PLAN CHECK REVIEW SERVICES AND AUTHORIZING AMENDMENT OF THE 2018-2020 BIENNIAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL YEAR 2018-2019 TO PROVIDE ADDITIONAL FUNDING FOR SAID CONTRACTUAL SERVICES AGREEMENTS

WHEREAS, the Public Works Department issued Requests for Qualifications for Public Works Construction Inspection Services and Civil Engineering Development Plan Check Review Services; and

WHEREAS, a total of twelve statements of qualifications were received and evaluated by staff based on the quality and completeness of submissions, experience with engagements of similar scope and complexity, satisfaction of previous clients, and proposed rate schedules; and

WHEREAS, based on staff's evaluation, 4Leaf, Inc., CSG Consultants, Inc., and MNS Engineers, Inc. were determined to be the most qualified firms to provide the Public Works Construction Inspection Services and CSG Consultants, Inc., Pakpour Consulting Group, and SNG & Associates, Inc. were the most qualified firms to provide the Civil Engineering Development Plan Check Review Services; and

WHEREAS, the Public Works Department needs additional funding for Engineering Contractual Services in the amount of \$200,000 for Fiscal Year 2018-2019; and

WHEREAS, the costs for said Engineering Contractual Services will be offset by revenues from residential subdivision fees and other development fees associated with the projects for which said contractual services will be provided;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves Contractual Services Agreements with 4Leaf, Inc. in an amount not to exceed \$100,000; CSG Consultants, Inc. in an amount not to exceed \$125,000; MNS Engineers, Inc. in an amount not to exceed \$239,500; CSG Consultants, Inc. in an amount not to exceed \$125,000; Pakpour Consulting Group in an amount not to exceed \$125,000; and SNG & Associates, Inc. in an amount not to exceed \$125,000.

BE IT FURTHER RESOLVED that the City Council does hereby authorize the Mayor of the City of Newark to sign the Contractual Services Agreements, attached hereto.

BE IT FURTHER RESOLVED that the Public Works Director is hereby authorized to renew each aforementioned Contractual Services Agreement for up to two additional one-year

terms upon mutual consent of the City and the selected consultant, subject to prior funding approval by the City Council.

BE IT FURTHER RESOLVED that the City Council hereby approves amendment of the 2018-2020 Biennial Budget and Capital Improvement Plan to add \$200,000 to fiscal year 2018-2019 for the aforementioned Contractual Services Agreements, as follows:

From:

010-0000-2991	General Fund Balance	\$200,000
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To:

020-2015-5280	Engineering Contractual Services	\$200,000
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On call Public Works construction inspection services agreements

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this ____ day of _____, 2019 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **4LEAF, INC.**, a California corporation ("Consultant"), collectively the "Parties".

WITNESSETH:

WHEREAS, City requested proposals to perform on-call Public Works construction inspection services.

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

2. **TIME FOR PERFORMANCE.** Time is of the essence in the performance of Services under this Agreement and Consultant shall generally adhere to the schedule set forth in Exhibit "A"; provided, that City shall grant reasonable extensions of time for the performance of such Services occasioned by governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances, provided, further, that such unavoidable delays shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant.

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

3. **COMPENSATION.**

A. **“Not to Exceed” Compensation.** City shall compensate Consultant for all Services performed by Consultant hereunder in an amount based upon Consultant’s hourly or other rates set forth in Exhibit “B”. The payments specified in Exhibit “B” shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of One Hundred Thousand Dollars (\$100,000) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services and/or incurring such costs and expenses, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of this Agreement).

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

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

Invoices shall be sent to:

City of Newark
Public Works Department
37101 Newark Blvd.
Newark, CA 94560

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

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

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

4. **ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by

written Task Order approved in advance of the performance thereof. Such Task Order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a Task Order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

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

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

6. **PERSONNEL.** Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its subconsultants, if any, identified in the proposal. Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or subconsultants identified in the proposal, without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or subconsultants, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

7. **FACILITIES AND EQUIPMENT.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

8. **INFORMATION AND DOCUMENTATION.**

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

B. **Consultant's Accounting Records.** Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and

payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

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

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

10. **NONDISCRIMINATION.** Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

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

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

A. **Verification of Coverage.**

Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require

complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

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

C. Minimum Limits of Insurance.

Consultant shall maintain limits no less than:

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

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

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

F. Wasting Policies.

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

G. Remedies.

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant’s breach:

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

H. Acceptability of Insurers.

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

I. Other Insurance Provisions.

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

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

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

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

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

5. Qualifications. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

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

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

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

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

13. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this

Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

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

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

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

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or

(2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

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

16. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire on June 30, 2020. At the end of the term, the City may renew this Agreement for two (2) one-year terms as authorized by the Public Works Director, City Manager, or City Council.

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

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

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

4LEAF, INC.

CITY OF NEWARK

GENE BARRY

PUBLIC WORKS DIRECTOR

Vice President

Administrator

Address: 4Leaf, Inc.
2126 Rheem Drive
Pleasanton, CA 94588

City of Newark
Attn: Public Works Director
37101 Newark Boulevard
Newark, CA 94560

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

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

21. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,
a municipal corporation

4LEAF, INC.,
a California corporation

By _____
Alan L. Nagy, Mayor

By _____

Date _____

Date _____

Printed Name

Attest:

Sheila Harrington, City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

The desired scope of civil engineering services pertaining to construction inspection on development and other Public Works projects encompasses a wide range of activities. Inspecting and evaluating multiple land development project sites, throughout all stages of construction, may include the following:

- Evaluate job sites for conformance with published City, State, and Federal regulations and engineering standards of practice. Relevant regulations in which the Consultant will be expected to demonstrate proficiency may include, but are not limited to:
 - ADA and accessibility requirements
 - Regional Water Quality Control Board (RWQCB) Municipal Regional Stormwater NPDES Permit Order No. R2-2015-0049 (MRP) compliance and measures including MS4 protection, and other construction BMPs (MRP C.6).
 - By extension, the Consultant will also be responsible for remaining current with updated regulations and measures.
- Conduct construction inspection daily reports, inspection memos, logs, material certifications, etc. in accordance with federal, state, and local requirements and regulations.
- Maintain records for encroachment permits, subdivision agreements, and private development permits.
- Inspect asphalt concrete paving, utility installations, trench backfill and compaction, storm drain systems and improvement.
- Oversee and inspect installation of infrastructure for both public and private street improvements, including grade checking, construction submittal review, material sampling and compaction testing, USA field markings, storm drain video review, and erosion/sediment control inspections.
- Other field duties as assigned by City's authorized representatives.

Consultant(s) hereby agree to furnish any and all materials, labor and equipment to perform the inspection services.

Additionally, Consultant(s) will be expected to work collaboratively with Public Works staff and other City departments, such as Planning, Building, and Fire, during the review process, maintaining open avenues of communication to facilitate project completion. External agencies that may also require effective communication include Union Sanitary District, Alameda County Water District, Alameda County Flood Control, PG&E (and other dry utilities), permit applicants, and their respective contractors. The above list is not exhaustive; other services may be sought as the need arises.

EXHIBIT B

PAYMENT

Project Management Services*

Principal-in-Charge	\$185 per hour
Project Manager	\$150 per hour

Construction Management / Inspection Services*

Public Works Inspector (Regular Time)	\$144 per hour
Public Works Inspector (Overtime)	\$190 per hour
Public Works Inspector Apprentice	\$92.04 - \$138.04 per hour

****All Fees Subject to Basis of Charges. Rates shown are for January 1, 2018 through December 31, 2019 and are subject to an Annual Escalation of 3% starting on January 1, 2020.***

BASIS OF CHARGES

- A. Rates shown assume projects under this on-call contract will require compliance with California Prevailing Wage rate requirements, and assumes the City will be filing a PWC-100 Form to the California Department of Industrial Relations (DIR) for the project.
- B. Rates for prevailing wage categories are subject to annual escalations in accordance with the bi-annual wage determinations from the California DIR. Rates based on California DIR's wage determinations dated August 2017.
- C. Per the new requirements being enforced under SB 854 and because it is assumed that a PWC-100 Form will be filed by the City to the CA DIR for each project, 4LEAF is required to notify an authorized Apprenticeship Committee through submittal of a DAS-140 form. We are then required to make an official request to an authorized Apprenticeship Committee for an apprentice by submitting a DAS-142 form. We are not assured the apprenticeship committee will be able to provide a suitable / qualified apprentice for the project. Per the apprenticeship requirements, the hours worked by the apprentice must be in a ratio of 1:5 for apprentice to journeyman hours. 4LEAF will not know the labor classification of the Public Works Apprentice until an Apprentice is dispatched to the site; therefore, the rates for the five Periods listed under the California DIR's Wage determination for Building Construction Inspector issued August 2017 were used to determine the range of Calendar Year 2018 hourly rates for Public Works Inspector Apprentice.
- D. All invoicing will be submitted monthly.
- E. Overtime and Premium time will be charged as follows:
 - Night Time (work begun after 4PM or before 5AM) 1.125 x hourly rate
 - Overtime (over 8 hour M-F or Saturdays) 1.35 x hourly rate
 - Overtime (over 8 hours Sat or 1st 8 hour Sun) 2 x hourly rate
 - Overtime (over 8 hours Sun or Holidays) 2.5 x hourly rate
- F. All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- G. All billable expenses including project-related mileage will be charged at cost plus 20%.
- H. Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- I. Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- J. Client agrees that 4LEAF's liability will be limited to the value of services provided.

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this ____ day of _____, 2019 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **CSG CONSULTANTS, INC.**, a California corporation ("Consultant"), collectively the "Parties".

WITNESSETH:

WHEREAS, City requested proposals to perform on-call Public Works construction inspection services.

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

2. TIME FOR PERFORMANCE. Time is of the essence in the performance of Services under this Agreement and Consultant shall generally adhere to the schedule set forth in Exhibit "A"; provided, that City shall grant reasonable extensions of time for the performance of such Services occasioned by governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances, provided, further, that such unavoidable delays shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant.

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

3. **COMPENSATION.**

A. **“Not to Exceed” Compensation.** City shall compensate Consultant for all Services performed by Consultant hereunder in an amount based upon Consultant’s hourly or other rates set forth in Exhibit “B”. The payments specified in Exhibit “B” shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services and/or incurring such costs and expenses, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of this Agreement).

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

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

Invoices shall be sent to:

City of Newark
Public Works Department
37101 Newark Blvd.
Newark, CA 94560

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

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

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

4. **ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by

written Task Order approved in advance of the performance thereof. Such Task Order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a Task Order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

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

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

6. **PERSONNEL.** Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its subconsultants, if any, identified in the proposal. Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or subconsultants identified in the proposal, without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or subconsultants, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

7. **FACILITIES AND EQUIPMENT.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

8. **INFORMATION AND DOCUMENTATION.**

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

B. **Consultant's Accounting Records.** Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and

payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

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

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

10. NONDISCRIMINATION. Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

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

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

A. Verification of Coverage.

Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require

complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

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

C. Minimum Limits of Insurance.

Consultant shall maintain limits no less than:

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

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

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

F. Wasting Policies.

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

G. Remedies.

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

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

H. Acceptability of Insurers.

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

I. Other Insurance Provisions.

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

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

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

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

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

5. Qualifications. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

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

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

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

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

13. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this

Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

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

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

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

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or

(2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

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

16. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire on June 30, 2020. At the end of the term, the City may renew this Agreement for two (2) one-year terms as authorized by the Public Works Director, City Manager, or City Council.

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

17. CONTRACT ADMINISTRATION. This Agreement shall be administered by the Public Works Director of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

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

CSG CONSULTANTS, INC.

CITY OF NEWARK

NOURDIN KHAYATA

PUBLIC WORKS DIRECTOR

Vice President

Administrator

Address: CSG Consultants, Inc.
550 Pilgrim Drive
Foster City, CA 94404

City of Newark
Attn: Public Works Director
37101 Newark Boulevard
Newark, CA 94560

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

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

21. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,
a municipal corporation

CSG CONSULTANTS, INC.,
a California corporation

By _____
Alan L. Nagy, Mayor

By _____

Date _____

Date _____

Printed Name

Attest:

Sheila Harrington, City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

The desired scope of civil engineering services pertaining to construction inspection on development and other Public Works projects encompasses a wide range of activities. Inspecting and evaluating multiple land development project sites, throughout all stages of construction, may include the following:

- Evaluate job sites for conformance with published City, State, and Federal regulations and engineering standards of practice. Relevant regulations in which the Consultant will be expected to demonstrate proficiency may include, but are not limited to:
 - ADA and accessibility requirements
 - Regional Water Quality Control Board (RWQCB) Municipal Regional Stormwater NPDES Permit Order No. R2-2015-0049 (MRP) compliance and measures including MS4 protection, and other construction BMPs (MRP C.6).
 - By extension, the Consultant will also be responsible for remaining current with updated regulations and measures.
- Conduct construction inspection daily reports, inspection memos, logs, material certifications, etc. in accordance with federal, state, and local requirements and regulations.
- Maintain records for encroachment permits, subdivision agreements, and private development permits.
- Inspect asphalt concrete paving, utility installations, trench backfill and compaction, storm drain systems and improvement.
- Oversee and inspect installation of infrastructure for both public and private street improvements, including grade checking, construction submittal review, material sampling and compaction testing, USA field markings, storm drain video review, and erosion/sediment control inspections.
- Other field duties as assigned by City's authorized representatives.

Consultant(s) hereby agree to furnish any and all materials, labor and equipment to perform the inspection services.

Additionally, Consultant(s) will be expected to work collaboratively with Public Works staff and other City departments, such as Planning, Building, and Fire, during the review process, maintaining open avenues of communication to facilitate project completion. External agencies that may also require effective communication include Union Sanitary District, Alameda County Water District, Alameda County Flood Control, PG&E (and other dry utilities), permit applicants, and their respective contractors. The above list is not exhaustive; other services may be sought as the need arises.

EXHIBIT B

PAYMENT

CSG services are billed on a time-and-materials basis according to our Standard Rates, shown below.

Professional Engineering Services	Hourly Rate
Construction Inspector	\$140

All hourly rates are all-inclusive and include the use of a vehicle, laptop, cell phone, safety equipment, etc.

Rates shall be valid for an initial term of one (1) year following contract execution, to be renegotiated annually. CSG will mail an invoice at the beginning of every month for services rendered during the previous month.

Overtime services will be billed at 1.5x the applicable hourly rate.

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this ____ day of _____, 2019 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **MNS ENGINEERS, INC.**, a California corporation ("Consultant"), collectively the "Parties".

WITNESSETH:

WHEREAS, City requested proposals to perform on-call Public Works construction inspection services.

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

2. TIME FOR PERFORMANCE. Time is of the essence in the performance of Services under this Agreement and Consultant shall generally adhere to the schedule set forth in Exhibit "A"; provided, that City shall grant reasonable extensions of time for the performance of such Services occasioned by governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances, provided, further, that such unavoidable delays shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant.

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

3. **COMPENSATION.**

A. **“Not to Exceed” Compensation.** City shall compensate Consultant for all Services performed by Consultant hereunder in an amount based upon Consultant’s hourly or other rates set forth in Exhibit “B”. The payments specified in Exhibit “B” shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of Two Hundred and Thirty-Nine Thousand Five Hundred Dollars (\$239,500) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services and/or incurring such costs and expenses, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of this Agreement).

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

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

Invoices shall be sent to:

City of Newark
Public Works Department
37101 Newark Blvd.
Newark, CA 94560

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

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

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

4. **ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by

written Task Order approved in advance of the performance thereof. Such Task Order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a Task Order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

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

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

6. **PERSONNEL.** Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its subconsultants, if any, identified in the proposal. Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or subconsultants identified in the proposal, without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or subconsultants, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

7. **FACILITIES AND EQUIPMENT.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

8. **INFORMATION AND DOCUMENTATION.**

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

B. **Consultant's Accounting Records.** Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and

payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

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

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

10. NONDISCRIMINATION. Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

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

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

A. Verification of Coverage.

Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require

complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

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

C. Minimum Limits of Insurance.

Consultant shall maintain limits no less than:

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

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

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

F. Wasting Policies.

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

G. Remedies.

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant’s breach:

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

H. Acceptability of Insurers.

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

I. Other Insurance Provisions.

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

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

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

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

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

5. Qualifications. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

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

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

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

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

13. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this

Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

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

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

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

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or

(2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

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

16. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire on June 30, 2020. At the end of the term, the City may renew this Agreement for two (2) one-year terms as authorized by the Public Works Director, City Manager, or City Council.

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

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

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

MNS ENGINEERS, INC.

CITY OF NEWARK

JEFF EDWARDS

PUBLIC WORKS DIRECTOR

Vice President

Administrator

Address: MNS Engineers, Inc.
201 N. Calle Cesar Chavez
Suite 300
Santa Barbara, CA 93103

City of Newark
Attn: Public Works Director
37101 Newark Boulevard
Newark, CA 94560

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

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

21. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,
a municipal corporation

MNS ENGINEERS, INC.,
a California corporation

By _____
Alan L. Nagy, Mayor

By _____

Date _____

Date _____

Printed Name

Attest:

Sheila Harrington, City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

The desired scope of civil engineering services pertaining to construction inspection on development and other Public Works projects encompasses a wide range of activities. Inspecting and evaluating multiple land development project sites, throughout all stages of construction, may include the following:

- Evaluate job sites for conformance with published City, State, and Federal regulations and engineering standards of practice. Relevant regulations in which the Consultant will be expected to demonstrate proficiency may include, but are not limited to:
 - ADA and accessibility requirements
 - Regional Water Quality Control Board (RWQCB) Municipal Regional Stormwater NPDES Permit Order No. R2-2015-0049 (MRP) compliance and measures including MS4 protection, and other construction BMPs (MRP C.6).
 - By extension, the Consultant will also be responsible for remaining current with updated regulations and measures.
- Conduct construction inspection daily reports, inspection memos, logs, material certifications, etc. in accordance with federal, state, and local requirements and regulations.
- Maintain records for encroachment permits, subdivision agreements, and private development permits.
- Inspect asphalt concrete paving, utility installations, trench backfill and compaction, storm drain systems and improvement.
- Oversee and inspect installation of infrastructure for both public and private street improvements, including grade checking, construction submittal review, material sampling and compaction testing, USA field markings, storm drain video review, and erosion/sediment control inspections.
- Other field duties as assigned by City's authorized representatives.

Consultant(s) hereby agree to furnish any and all materials, labor and equipment to perform the inspection services.

Additionally, Consultant(s) will be expected to work collaboratively with Public Works staff and other City departments, such as Planning, Building, and Fire, during the review process, maintaining open avenues of communication to facilitate project completion. External agencies that may also require effective communication include Union Sanitary District, Alameda County Water District, Alameda County Flood Control, PG&E (and other dry utilities), permit applicants, and their respective contractors. The above list is not exhaustive; other services may be sought as the need arises.

EXHIBIT B

PAYMENT

PROJECT AND PROGRAM MANAGEMENT

Principal-in-Charge	\$250
Senior Project/Program Manager	235
Project/Program Manager	200
Assistant Project/Program Manager	175
Senior Project Coordinator	150
Project Coordinator	120

ENGINEERING

Principal Engineer	\$235
Lead Engineer	210
Supervising Engineer	190
Senior Project Engineer	180
Project Engineer	165
Associate Engineer	150
Assistant Engineer	135

SURVEYING

Principal Surveyor	\$220
Supervising Surveyor	195
Senior Project Surveyor	170
Project Surveyor	150
Senior Land Title Analyst	145
Associate Project Surveyor	135
Assistant Project Surveyor	125
Party Chief	150
Chainperson	130
One-Person Survey Crew	180

CONSTRUCTION MANAGEMENT

Principal Construction Manager	\$250
Senior Construction Manager	235
Resident Engineer	210
Structures Representative	185
Construction Manager	185
Assistant Resident Engineer	160
Construction Inspector (PW)	148
Office Administrator	105

TECHNICAL SUPPORT

CADD Manager	\$160
Supervising Technician	145
Senior Technician	130
Engineering Technician	100

ADMINISTRATIVE SUPPORT

Administrative Analyst	\$110
IT Technician	105
Graphics/Visualization Specialist	95
Administrative Assistant	70

GOVERNMENT SERVICES

City Engineer	\$200
Deputy City Engineer	185
Assistant City Engineer	175
Senior Plan Check Engineer	170
Plan Check Engineer	160
Permit Engineer	140
City Inspector	125
City Inspector (PW) *	148
Principal Stormwater Specialist	150
Senior Stormwater Specialist	135
Stormwater Specialist	120
Stormwater Technician	110
Certified Floodplain Manager	175
Floodplain Manager	155
Building Official	150
Senior Building Inspector	138
Building Inspector	125
Planning Director	185
Senior City Planner	160
Assistant Planner	145
Senior Grant Writer	160
Grant Writer	135

Subject to a 3% escalation on January 1.

**Includes Lead and Senior Public Works Inspectors.*

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Expert Witness services will be charged at three (3) times listed rate and will include all time for research, deposition, court appearance and expert testimony.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or State prevailing wage law.

**On call civil engineering development plan check
review services agreements**

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this ____ day of _____, 2019 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **CSG CONSULTANTS, INC.**, a California corporation ("Consultant"), collectively the "Parties".

WITNESSETH:

WHEREAS, City requested proposals to perform on-call civil engineering development plan check review services.

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

2. TIME FOR PERFORMANCE. Time is of the essence in the performance of Services under this Agreement and Consultant shall generally adhere to the schedule set forth in Exhibit "A"; provided, that City shall grant reasonable extensions of time for the performance of such Services occasioned by governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances, provided, further, that such unavoidable delays shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant.

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

3. **COMPENSATION.**

A. **“Not to Exceed” Compensation.** City shall compensate Consultant for all Services performed by Consultant hereunder in an amount based upon Consultant’s hourly or other rates set forth in Exhibit “B”. The payments specified in Exhibit “B” shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services and/or incurring such costs and expenses, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of this Agreement).

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

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

Invoices shall be sent to:

City of Newark
Public Works Department
37101 Newark Blvd.
Newark, CA 94560

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

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

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

4. **ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by

written Task Order approved in advance of the performance thereof. Such Task Order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a Task Order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

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

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

6. **PERSONNEL.** Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its subconsultants, if any, identified in the proposal. Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or subconsultants identified in the proposal, without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or subconsultants, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

7. **FACILITIES AND EQUIPMENT.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

8. **INFORMATION AND DOCUMENTATION.**

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

B. **Consultant's Accounting Records.** Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and

payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

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

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

10. **NONDISCRIMINATION.** Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

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

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

A. **Verification of Coverage.**

Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require

complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

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

C. Minimum Limits of Insurance.

Consultant shall maintain limits no less than:

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

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

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

F. Wasting Policies.

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

G. Remedies.

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant’s breach:

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

H. Acceptability of Insurers.

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

I. Other Insurance Provisions.

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

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

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

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

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

5. Qualifications. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

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

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

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

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

13. **REPORTING DAMAGES**. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this

Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

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

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

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

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or

(2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

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

16. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire on June 30, 2020. At the end of the term, the City may renew this Agreement for two (2) one-year terms as authorized by the Public Works Director, City Manager, or City Council.

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

17. CONTRACT ADMINISTRATION. This Agreement shall be administered by the Public Works Director of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

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

CSG CONSULTANTS, INC.

CITY OF NEWARK

CYRUS KIANPOUR
President

PUBLIC WORKS DIRECTOR
Administrator

Address: CSG Consultants, Inc.
550 Pilgrim Drive
Foster City, CA 94404

City of Newark
Attn: Public Works Director
37101 Newark Boulevard
Newark, CA 94560

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

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

21. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,
a municipal corporation

CSG CONSULTANTS, INC.,
a California corporation

By _____
Alan L. Nagy, Mayor

By _____

Date _____

Date _____

Printed Name

Attest:

Sheila Harrington, City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

The desired scope of civil engineering services pertaining to development plan check review encompasses a wide range of activities. Reviewing and managing multiple land development subdivision and Building Permit applications from initial planning entitlement through improvement plan and final map approval, construction and final sign-off may include the following:

- Review of planning entitlement applications such as Tentative Maps, Site Development Reviews, and Conditional Use Permits.
- Development of Conditions of Approval.
- Review of parcel maps, final maps, tract improvement plans, grading plans, street improvement plans, plot plans, and building permit plans for conformance with published City, State, and Federal regulations and engineering standards of practice. Relevant regulations in which the Consultant will be expected to demonstrate proficiency may include, but are not limited to:
 - ADA and accessibility requirements
 - RWQCB MRP compliance and measures including low impact development, source control, design of stormwater treatment measures and sizing calculations (e.g. MRP C.3). Hydromodification standards and the use of BAHM software to both design and review detention and metering devices, as well as trash capture
 - By extension, the Consultant will also be responsible for remaining current with updated regulations and measures.
- Correspond directly with applicants and their design teams; attend meetings with City staff and applicants; write memoranda summarizing plan review comments for transmittal to the applicant; and perform field inspections of projects under construction.
- Perform various tasks at City Hall including writing staff reports for City Council Meetings, preparation of agreements including long-term encroachment agreements, stormwater operations & maintenance agreements, subdivision improvement agreements, administration of surety bonds associated with agreements, grant deed, and grant of easement documents, and review of associated plat maps and legal descriptions.

Additionally, Consultant(s) will be expected to work collaboratively with Public Works staff and other City departments, such as Planning, Building, and Fire, during the review process, maintaining open avenues of communication to facilitate project completion. External agencies that may also require effective communication include Union Sanitary District, Alameda County Water District, Alameda County Flood Control, PG&E (and other dry utility companies), permit applicants, and their respective contractors. The above list is not exhaustive; other services may be sought as the need arises.

EXHIBIT B

PAYMENT

Engineering and public works services are billed on a time-and-materials basis according to our standard rates, shown below.

Professional Engineering Services	Hourly Rate
Administrative Assistant	\$70
Analyst	\$120
Engineering Designer	\$130
Construction Inspector	\$140
Senior Analyst	\$145
Assistant Resident Engineer	\$160
Assistant Engineer	\$140
Associate Engineer	\$160
Senior Construction Inspector	\$150
Senior Engineer	\$185
Resident Engineer	\$190
Structure Representative	\$190
Senior Structural Engineer	\$200
Senior Project Manager	\$200
Principal Engineer	\$210
Senior Principal Engineer	\$230
Two-Person Survey Crew	\$310

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. On each anniversary of the contract start date, CSG will initiate a rate increase based on change in CPI-W for the applicable region. CSG will mail an invoice at the beginning of every month for services rendered during the previous month.

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this ____ day of _____, 2019 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **PAKPOUR CONSULTING GROUP**, a California corporation ("Consultant"), collectively the "Parties".

WITNESSETH:

WHEREAS, City requested proposals to perform on-call civil engineering development plan check review services.

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

2. TIME FOR PERFORMANCE. Time is of the essence in the performance of Services under this Agreement and Consultant shall generally adhere to the schedule set forth in Exhibit "A"; provided, that City shall grant reasonable extensions of time for the performance of such Services occasioned by governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances, provided, further, that such unavoidable delays shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant.

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

3. COMPENSATION.

A. “Not to Exceed” Compensation. City shall compensate Consultant for all Services performed by Consultant hereunder in an amount based upon Consultant’s hourly or other rates set forth in Exhibit “B”. The payments specified in Exhibit “B” shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services and/or incurring such costs and expenses, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of this Agreement).

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

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

Invoices shall be sent to:

City of Newark
Public Works Department
37101 Newark Blvd.
Newark, CA 94560

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

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

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

4. ADDITIONAL SERVICES. In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by

written Task Order approved in advance of the performance thereof. Such Task Order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a Task Order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

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

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

6. **PERSONNEL.** Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its subconsultants, if any, identified in the proposal. Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or subconsultants identified in the proposal, without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or subconsultants, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

7. **FACILITIES AND EQUIPMENT.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

8. **INFORMATION AND DOCUMENTATION.**

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

B. **Consultant's Accounting Records.** Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and

payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

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

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

10. **NONDISCRIMINATION.** Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

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

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

A. **Verification of Coverage.**

Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require

complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

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

C. Minimum Limits of Insurance.

Consultant shall maintain limits no less than:

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

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

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

F. Wasting Policies.

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

G. Remedies.

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

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

H. Acceptability of Insurers.

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

I. Other Insurance Provisions.

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

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

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

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

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

5. Qualifications. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

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

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

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

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

13. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this

Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

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

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

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

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or

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

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

21. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,
a municipal corporation

PAKPOUR CONSULTING GROUP,
a California corporation

By _____
Alan L. Nagy, Mayor

By _____

Date _____

Date _____

Printed Name

Attest:

Sheila Harrington, City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

The desired scope of civil engineering services pertaining to development plan check review encompasses a wide range of activities. Reviewing and managing multiple land development subdivision and Building Permit applications from initial planning entitlement through improvement plan and final map approval, construction and final sign-off may include the following:

- Review of planning entitlement applications such as Tentative Maps, Site Development Reviews, and Conditional Use Permits.
- Development of Conditions of Approval.
- Review of parcel maps, final maps, tract improvement plans, grading plans, street improvement plans, plot plans, and building permit plans for conformance with published City, State, and Federal regulations and engineering standards of practice. Relevant regulations in which the Consultant will be expected to demonstrate proficiency may include, but are not limited to:
 - ADA and accessibility requirements
 - RWQCB MRP compliance and measures including low impact development, source control, design of stormwater treatment measures and sizing calculations (e.g. MRP C.3). Hydromodification standards and the use of BAHM software to both design and review detention and metering devices, as well as trash capture
 - By extension, the Consultant will also be responsible for remaining current with updated regulations and measures.
- Correspond directly with applicants and their design teams; attend meetings with City staff and applicants; write memoranda summarizing plan review comments for transmittal to the applicant; and perform field inspections of projects under construction.
- Perform various tasks at City Hall including writing staff reports for City Council Meetings, preparation of agreements including long-term encroachment agreements, stormwater operations & maintenance agreements, subdivision improvement agreements, administration of surety bonds associated with agreements, grant deed, and grant of easement documents, and review of associated plat maps and legal descriptions.

Additionally, Consultant(s) will be expected to work collaboratively with Public Works staff and other City departments, such as Planning, Building, and Fire, during the review process, maintaining open avenues of communication to facilitate project completion. External agencies that may also require effective communication include Union Sanitary District, Alameda County Water District, Alameda County Flood Control, PG&E (and other dry utility companies), permit applicants, and their respective contractors. The above list is not exhaustive; other services may be sought as the need arises.

EXHIBIT B

PAYMENT

Principal Engineer	\$200 / hour
Joubin Pakpour, PE	
Senior Plan Check Engineer	\$170 / hour
Gary Ushiro, PE, QSP/D	
Kurt Wurnitsch, PE, QSP/D	
Plan Check Engineer	\$135-\$150 / hour
William Lai, PE	
Brandon Laurie, PE	
Victor Fung, EIT	
Feraidoon Farsi, EIT	
Public Works Inspector	\$140 / hour
Roehl Barreras	
Engineering Technician	\$100 / hour
Administrative Support	\$75 / hour

A five (5) percent direct cost multiplier will be applied in lieu of charging for direct expenses such as mileage, copies, plots, postage, shipping, telephone and cell phone.

A ten (10) percent markup will be added to subconsultants.

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

This Service Agreement (hereinafter "Agreement") is made and entered into this ____ day of _____, 2019 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **SNG & ASSOCIATES, INC.**, a California corporation ("Consultant"), collectively the "Parties".

WITNESSETH:

WHEREAS, City requested proposals to perform on-call civil engineering development plan check review services.

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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A. **“Not to Exceed” Compensation.** City shall compensate Consultant for all Services performed by Consultant hereunder in an amount based upon Consultant’s hourly or other rates set forth in Exhibit “B”. The payments specified in Exhibit “B” shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of One Hundred Twenty-Five Thousand Dollars (\$125,000) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services and/or incurring such costs and expenses, evidenced in writing as Additional Services by Task Order (see Section 4. Additional Services of this Agreement).

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

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

Invoices shall be sent to:

City of Newark
Public Works Department
37101 Newark Blvd.
Newark, CA 94560

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

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

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written Task Order approved in advance of the performance thereof. Such Task Order shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a Task Order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

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

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

6. **PERSONNEL.** Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its subconsultants, if any, identified in the proposal. Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or subconsultants identified in the proposal, without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or subconsultants, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

7. **FACILITIES AND EQUIPMENT.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

8. **INFORMATION AND DOCUMENTATION.**

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

B. **Consultant's Accounting Records.** Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and

payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

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

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

10. **NONDISCRIMINATION.** Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

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

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

A. **Verification of Coverage.**

Consultant shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require

complete, certified copies of all required insurance policies, including endorsements that affect the coverage required by these specifications at any time. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

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

C. Minimum Limits of Insurance.

Consultant shall maintain limits no less than:

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

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

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

F. Wasting Policies.

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

G. Remedies.

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant’s breach:

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

H. Acceptability of Insurers.

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

I. Other Insurance Provisions.

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

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

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

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

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

5. Qualifications. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

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

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

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

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

13. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this

Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 18, hereinbelow) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

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

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

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

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or

(2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

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

16. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire on June 30, 2020. At the end of the term, the City may renew this Agreement for two (2) one-year terms as authorized by the Public Works Director, City Manager, or City Council.

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

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

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

SNG & ASSOCIATES, INC.

CITY OF NEWARK

NANDA K. GOTTIPARTHY
President

PUBLIC WORKS DIRECTOR
Administrator

Address: SNG & Associates, Inc.
5776 Stoneridge Mall Road
Suite 365
Pleasanton, CA 94588

City of Newark
Attn: Public Works Director
37101 Newark Boulevard
Newark, CA 94560

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

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

21. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

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

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

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

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

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

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

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

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

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

CITY OF NEWARK,
a municipal corporation

SNG & ASSOCIATES, INC.,
a California corporation

By _____
Alan L. Nagy, Mayor

By _____

Date _____

Date _____

Printed Name

Attest:

Sheila Harrington, City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

The desired scope of civil engineering services pertaining to development plan check review encompasses a wide range of activities. Reviewing and managing multiple land development subdivision and Building Permit applications from initial planning entitlement through improvement plan and final map approval, construction and final sign-off may include the following:

- Review of planning entitlement applications such as Tentative Maps, Site Development Reviews, and Conditional Use Permits.
- Development of Conditions of Approval.
- Review of parcel maps, final maps, tract improvement plans, grading plans, street improvement plans, plot plans, and building permit plans for conformance with published City, State, and Federal regulations and engineering standards of practice. Relevant regulations in which the Consultant will be expected to demonstrate proficiency may include, but are not limited to:
 - ADA and accessibility requirements
 - RWQCB MRP compliance and measures including low impact development, source control, design of stormwater treatment measures and sizing calculations (e.g. MRP C.3). Hydromodification standards and the use of BAHM software to both design and review detention and metering devices, as well as trash capture
 - By extension, the Consultant will also be responsible for remaining current with updated regulations and measures.
- Correspond directly with applicants and their design teams; attend meetings with City staff and applicants; write memoranda summarizing plan review comments for transmittal to the applicant; and perform field inspections of projects under construction.
- Perform various tasks at City Hall including writing staff reports for City Council Meetings, preparation of agreements including long-term encroachment agreements, stormwater operations & maintenance agreements, subdivision improvement agreements, administration of surety bonds associated with agreements, grant deed, and grant of easement documents, and review of associated plat maps and legal descriptions.

Additionally, Consultant(s) will be expected to work collaboratively with Public Works staff and other City departments, such as Planning, Building, and Fire, during the review process, maintaining open avenues of communication to facilitate project completion. External agencies that may also require effective communication include Union Sanitary District, Alameda County Water District, Alameda County Flood Control, PG&E (and other dry utility companies), permit applicants, and their respective contractors. The above list is not exhaustive; other services may be sought as the need arises.

EXHIBIT B

PAYMENT

Hourly Rates Schedule

SNG & Associates, Inc. Hourly Rates for Proposed Disciplines to meet Scope of Work:

<u>Position</u>	<u>Hourly Rate</u>
Principal Engineer	190.00
Senior Engineer/Project Manager	165.00
Construction Manager	160.00
Associate Engineer II	154.00
Associate Engineer I	148.00
Assistant Engineer	135.00
Senior Civil Designer	120.00
Engineering Inspector	130.00
Engineering Technician/CAD Drafting	118.00
Clerical/ Admin Support	85.00

Note:

Travel time billed at 50% of hourly rates. Rates valid through December 31, 2019. Rates will be adjusted annually every January 1st based on CPI for Urban Wage Earners and Clerical Workers (CPI-W-SF).

F.2 Introduction of an ordinance to amend Newark Municipal Code Chapter 6.28 Regulations - Generally to address shelter, food and water requirements for animals kept outside - from Assistant City Manager Grindall. (ORDINANCE)

Background/Discussion - The Newark Municipal Code governs the keeping of animals and pets in Newark. At the City Council meeting held on October 11, 2018, the City Council introduced an ordinance amending the Newark Municipal Code to change the number of animals that can be kept as pets. As part of the decision, the Council expressed concern about the vagueness in the regulations that govern how animals are cared for, specifically with respect to shelter and food. Staff has prepared an additional amendment that would strengthen the regulations for animal care.

The current Municipal Code requires that owners or animal keepers provide shelter, protection from the elements, and food and water daily. Staff recommends amending Newark Municipal Code Sections 6.28.110 – Shelter and 6.28.120 – Food and Water with new language that describes the type of shelter that shall be provided to animals. Animals maintained outdoors must have accessible shelter that protects them from the elements. The shelter must be of adequate size, include a roof, a floor, bedding, and is cleaned and maintained to sanitary conditions. Clean water and food shall be supplied to meet the daily requirements of the species. The water and food will be kept in containers designed to prevent tipping. The detailed changes proposed are attached as part of the proposed ordinance.

It should be noted that this code amendment would apply to all animals that are kept outside.

Attachments

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

ORDINANCE NO.

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

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

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

6.28.110 - Shelter.

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

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

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

6.28.120 - Food and water.

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

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

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

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

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



City of Newark

MEMO

DATE: January 14, 2019
TO: City Council
FROM: Sheila Harrington, City Clerk *A.H.*
SUBJECT: Approval of Audited Demands for the City Council Meeting of January 24, 2019.

REGISTER OF AUDITED DEMANDS

US Bank General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
December 20, 2018	Page 1-2	116532 to 116613	Inclusive
January 04, 2019	Page 1-2	116614 to 116663	Inclusive
January 10, 2019	Page 1-2	116664 to 116715	Inclusive



City of Newark

MEMO

DATE: January 14, 2019

TO: Sheila Harrington, City Clerk

FROM: Krysten Lee, Finance Manager

A handwritten signature in blue ink, appearing to be 'K. Lee', located to the right of the 'FROM:' field.

SUBJECT: Approval of Audited Demands for the City Council Meeting of January 24, 2019.

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

1

Final Disbursement List. Check Date 12/20/18, Due Date 01/07/19, Discount Date 01/07/19. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
116532	10736	ABACUS PRODUCTS INC	12/20/18	1,125.01	PRINTING SVCS
116533	11539	ACCESS INFORMATION HOLDINGS, LLC.	12/20/18	80.00	SHREDDING SVCS
116534	10223	LEXISNEXIS RISK DATA MANAGEMENT INC BILL	12/20/18	424.20	BACKGROUND CHECKS
116535	11094	ACME AUTO LEASING, LLC	12/20/18	1,909.44	ARMORED VEH LEASE
116536	803	ACCOPSA JANE MANZO/ALAMEDA COUNTY SHERIF	12/20/18	900.00	ALCO CHIEFS ASSOC SEMINAR
116537	1129	ALAMEDA COUNTY CLERK RECORDER'S OFFICE	12/20/18	150.00	NOTICE OF EXEMPTION HANDLING FEE PROJECT
116538	3853	COUNTY OF ALAMEDA INTERNAL AUDIT UNIT RI	12/20/18	1,690.00	CITATION PROCESSING FEES - NOV'18
116539	3835	TREASURER OF ALAMEDA COUNTY PUBLIC WORKS	12/20/18	3,622.76	CIP #1227: AC OVERLAY PROGRAM, TESTING S
116540	287	ALAMEDA COUNTY SHERIFF'S OFFICE GREGORY	12/20/18	749.50	CRIME LAB FEES
116541	284	ALAMEDA CO. ITD FINANCE	12/20/18	187.50	RADIO REPAIR/MAINT
116542	5821	ALL CITY MANAGEMENT SERVICES, INC.	12/20/18	2,094.75	CROSSING GUARD SVCS
116543	12	ALLIED AUTO STORES INC	12/20/18	66.05	FLEET PARTS
116544	11289	ALTA LANGUAGE SERVICES	12/20/18	60.00	BILINGUAL TESTS
116545	11674	JAMES ANDERSON	12/20/18	165.68	EXPENSE REIMBURSEMENT
116546	11531	WARREN ANTIDA	12/20/18	182.16	EXPENSE REIMBURSEMENT
116547	11270	ARBORWELL	12/20/18	8,280.00	DECORATIVE LIGHTING
116548	11445	ASPEN ENVIRONMENTAL GROUP	12/20/18	220.00	PROFESSIONAL SRVCS
116549	348	AT&T	12/20/18	113.94	ATT TELECOM & T1 TO FS
116550	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	12/20/18	329.78	BATTERIES
116551	9680	BAY CENTRAL PRINTING	12/20/18	211.08	BUSINESS CARDS
116552	9888	BUREAU VERITAS NORTH AMERICA INC.	12/20/18	7,095.91	CIVIC CENTER BRIDGING DOCUMENT REVIEW
116553	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	12/20/18	28,102.22	CIP #1227 AC OVERLAY PROGRAM - TRAFICON
116554	7439	CENTERVILLE LOCKSMITH	12/20/18	21.42	BUILDING SUPPLIES
116555	11563	CENTRAL VALLEY TOXICOLOGY, INC.	12/20/18	180.00	LAB TESTS
116556	214	CENTRAL VETERINARY HOSPITAL	12/20/18	87.25	VET SVCS
116557	6304	CLASSIC GRAPHICS T & J LEWIS INC	12/20/18	2,489.51	VEHICLE & EQUIPMENT REPAIRS
116558	5697	CMRTA C/O CITY OF EL SEGUNDO - JAMES AME	12/20/18	100.00	ANNUAL MEMBERSHIP DUES
116559	11664	CREATIVE SERVICES OF NEW ENGLAND	12/20/18	623.95	TOW FUND PURCHASE
116560	2051	CRITICAL REACH INC	12/20/18	565.00	CRITICAL REACH
116561	3664	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE	12/20/18	150.00	FUNDAMENTALS OF TAX REVENUE
116562	10649	REALTY BUILDERS INC ATTN: JUDY	12/20/18	363.00	BUILDING PERMIT REFUND #SPD2018-0172
116563	10793	PERRY HALL	12/20/18	100.00	RENTAL DEPOSIT REFUND
116564	10793	DAMIEN JOHNSON	12/20/18	30.00	REFUND
116565	10794	DUKE DE LEON	12/20/18	240.00	VIDEO RECORDING SERVICES
116566	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	12/20/18	326.00	FINGERPRINTING FEES
116567	2135	DEPARTMENT OF INDUSTRIAL RELATIONS OFFIC	12/20/18	78,357.54	DEPARTMENT OF INDUSTRIAL RELATIONS ANNUA
116568	9511	DWYS, LLC - DAVID WANG	12/20/18	361.50	RECREATION CONTRACT
116569	11015	EAST BAY LAWN MOWER	12/20/18	617.04	FLEET PARTS
116570	10451	EAST BAY REGIONAL COMMUNICATIONS SYSTEM	12/20/18	75,852.00	800 MHZ ACCESS FEES 18/19
116571	10452	ELECTRONIC INNOVATIONS INC	12/20/18	275.00	REPAIR TO FIRE STATION GATE
116572	153	FOLGERGRAPHICS, INC	12/20/18	10,938.53	ACTIVITIES GUIDE PRINTING
116573	11112	FREMONT CHRYSLER DODGE JEEP RAM	12/20/18	638.50	FLEET PARTS
116574	11465	FRONTIER PACIFIC	12/20/18	4,600.00	SERVICE CTR DOOR MAINT
116575	167	HARRIS COMPUTAR SYSTEMS	12/20/18	3,563.58	ANNUAL HARRIS SELECT SUPPORT
116576	4845	HDL SOFTWARE LLC	12/20/18	8,132.70	BUSINESS LICENSE SOFTWARE RENEWAL
116577	10663	HOSE & FITTING ETC	12/20/18	168.82	FLEET SUPPLIES
116578	9614	ICLEI - LOCAL GOVERNMENT FOR SUSTAINABIL	12/20/18	600.00	2019 ICLEI ANNUAL MEMBERSHIP FEES
116579	3866	JAM SERVICES INC	12/20/18	878.00	CIP #1183: TRAFFIC SIGNAL PARTS-APO VEND
116580	11377	KELLCO SERVICES INC	12/20/18	6,879.00	COMM CTR TESTING
116581	11393	KRYSTEN LEE	12/20/18	453.00	EXPENSE REIMBURSEMENT
116582	76	LN CURTIS & SONS	12/20/18	12,511.50	PROJECT 2019-7 CUTTER & SPREADER

CCS.AP Accounts Payable Release 8.3.0 R*APZCKREG*FDL

By BRETT OEVERNDIEK (BRETTO)

Final Disbursement List. Check Date 12/20/18, Due Date 01/07/19, Discount Date 01/07/19. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
116583	293	LANGUAGE LINE SERVICES INC	12/20/18	252.15	INTERPRETATION SVCS
116584	8276	LEHR AUTO	12/20/18	171.93	FLEET PARTS
116585	80	LYNN PEAVEY COMPANY	12/20/18	317.23	EVIDENCE SUPPLIES
116586	11309	MANUEL FERNANDEZ CONSTRUCTION	12/20/18	1,294.26	GC SERVICES
116587	11357	MISSION UNIFORM SERVICE	12/20/18	2,514.55	MATS, TOWELS AND UNIFORMS
116588	2819	ROXANNE MULLER	12/20/18	12.00	RETURN CHECK FEE REIMBURSEMENT
116589	10947	NET TRANSCRIPTS	12/20/18	115.47	TRANSCRIPTION SVCS
116590	324	NEWARK CHAMBER OF COMMERCE	12/20/18	6,537.82	MARKETING FUNDS
116591	349	PACIFIC GAS & ELECTRIC	12/20/18	2,362.06	CITY ELECTRICITY AND GAS
116592	11322	PAPA JOHNS PIZZA	12/20/18	1,577.50	BIRTHDAY PARTY FOOD
116593	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	12/20/18	142.00	PEST CONTROL
116594	11346	PHAN'S SMOG STATION	12/20/18	120.00	SMOG TESTS
116595	11640	PLAN JPA C/O BICKMORE	12/20/18	10,837.14	DEDUCTIBLE COSTS
116596	11376	QUINCY ENGINEERING INC	12/20/18	38,434.23	PROFESSIONAL ENGINEERING SERVICES FOR CE
116597	11074	RUTAN & TUCKER LLP	12/20/18	506.00	LITIGATION & LEGAL CONSULTING SRVCS
116598	112	WILLE ELECTRICAL SUPPLY CO INC	12/20/18	150.64	LIGHT BULBS
116599	11667	SAN BERNARDINO COUNTY SHERIFF	12/20/18	225.00	PATROL POST TRAINING
116600	11296	SIGNATURE CARPET ONE	12/20/18	13,619.00	PROJECT 1163 CITYWIDE FLOORING
116601	377	SIMON & COMPANY INC	12/20/18	1,750.47	LEGISLATIVE SERVICES
116602	4418	SMITH & SONS ELECTRICAL CONTRACTORS INC	12/20/18	4,669.03	ELECTRICAL REPAIRS
116603	40	STAPLES ADVANTAGE DEPT LA	12/20/18	842.43	OFFICE SUPPLIES
116604	11175	SUPPORT WAREHOUSE LTD	12/20/18	5,046.00	24/7 SUPPORT FOR SERVERS/CORE SWITCH
116605	10883	THE TACTICAL ADVANTAGE POLICE SUPPLY	12/20/18	2,424.75	VEST REPL #2019-11
116606	11642	TIAA COMMERCIAL FINANCE, INC.	12/20/18	499.87	COPIER LEASE AGREEMENT (KBA)
116607	11585	V5 SYSTEMS INC.	12/20/18	642.22	TECHNOLOGY NEEDS/MAINT
116608	853	VALLEY OIL COMPANY LOCKBOX# 138719	12/20/18	17,425.06	FUEL
116609	5623	VERIZON WIRELESS	12/20/18	957.00	CELL SVC FOR MDT'S
116610	339	WASHINGTON HOSPITAL GENERAL ACCOUNTING	12/20/18	225.00	LAB TESTS
116611	10249	WASHINGTON TOWNSHIP MEDICAL FOUNDATION	12/20/18	100.00	VACCINATION SERVICES
116612	11466	YORK RISK SERVICES GROUP ATTN: CLIENT TR	12/20/18	22,390.00	WORKERS COMPENSATION CLAIMS #NEWA-0505
116613	11466	YORK	12/20/18	3,028.92	WORKERS COMPENSATION ADMINISTRATION FEES
Total				407,052.55	

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Final Disbursement List. Check Date 01/04/19, Due Date 01/14/19, Discount Date 01/14/19. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
116614	9262	ACC ENVIROMENTAL CONSULTANTS	01/04/19	8,000.00	PCB SURVEY
116615	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	01/04/19	1,432.02	PAYROLL - SHORT TERM DISABILITY PREMIUM
116616	14	ALPINE AWARDS	01/04/19	29.49	POLOS
116617	4534	BAY AREA BARRICADE SERVICE INC	01/04/19	1,691.25	SIGNS AND HARDWARE
116618	11677	BEST BEST & KRIEGER LLP	01/04/19	462.00	LEGAL ADVICE FEES
116619	9396	BMI GENERAL LICENSING	01/04/19	349.00	MUSIC LICENSE FEE
116620	11679	LUZ BORJA	01/04/19	86.22	EXPENSE REIMBURSEMENT
116621	10261	CARBONIC SERVICE	01/04/19	173.15	CARBON DIOXIDE
116622	458	CHEVRON AND TEXACO BUSINESS CARD SERVICE	01/04/19	712.93	FUEL
116623	11401	CHRISTI WALLACE	01/04/19	1,500.00	EDUCAIONAL REIMBURSEMENT FY 2018/19
116624	6304	CLASSIC GRAPHICS T & J LEWIS INC	01/04/19	38.41	FLEET SUPPLIES
116625	10060	COMCAST	01/04/19	74.86	CABLE SVCS
116626	11633	COMMERCIAL TREE CARE	01/04/19	2,875.00	EMERGENCY TREE WORK
116627	11076	CRIME SCENE CLEANERS INC	01/04/19	70.00	HAZ WASTE CLEAN UP
116628	10649	JOHN EHLEN	01/04/19	1,000.00	PERFORMANCE BOND RTN EP# 2017-0132
116629	10793	SHRI GURU RAVIDAS SABHA BAY AREA	01/04/19	390.00	REFUND
116630	7631	DELTA DENTAL	01/04/19	15,247.55	DENTAL PREMIUM - JAN'19
116631	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	01/04/19	465.69	DENTAL PREMIUM - JAN'19
116632	5012	DLT SOLUTIONS, LLC	01/04/19	3,781.99	AUTOCAD MULTI-USER ANNUAL SUBSCRIPTION
116633	11404	ALHAMBRA	01/04/19	535.22	WATER SERVICE
116634	11342	EAGLE CANYON CAPITAL	01/04/19	104.00	PATROL VEHICLE CLEANING
116635	11343	ENVIRONMENTAL LOGISTICS, INC.	01/04/19	7,430.09	HAZARDOUS WASTE PICKUP
116636	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	01/04/19	1,860.32	VISION PREMIUM
116637	10642	FASTENAL COMPANY	01/04/19	86.86	MISC PARK SUPPLIES
116638	1733	FIRST BAPTIST CHURCH	01/04/19	80.00	PAYROLL DEDUCTION - DONATION DEC'18
116639	5106	CITY OF FREMONT REVENUE DIVISION	01/04/19	52,286.16	SHELTER OP EXPS
116640	11652	MITCHELL FRENTESCU	01/04/19	373.87	EXPENSE REIMBURSEMENT
116641	10983	G BORTOLOTTI & CO INC	01/04/19	146,053.67	CIP #1227 AC OVERLAY PROGRAM: USD REIMBU
116642	4845	HINDERLITTER DELLAMAS & ASSOCIATES	01/04/19	10,247.43	SALES TAX CONSULTING/AUDIT SERVICES
116643	11443	HIROSHI ICHIMURA	01/04/19	812.70	RECREATION CONTRACT
116644	10486	SHAKATI KHALSA	01/04/19	140.00	RECREATION CONTRACT
116645	10298	MANAGED HEALTH NETWORK BANK OF AMERICA	01/04/19	394.32	EMPLOYEE ASSISTANCE PROGRAM
116646	7618	METLIFE SBC	01/04/19	1,559.54	LONG TERM DISABILITY PREMIUM
116647	9029	MEYERS NAVE RIBACK SILVER & WILSON	01/04/19	37,751.97	LITIGATION & LEGAL CONSULTING SRVCS
116648	1925	NATIONAL BUSINESS FURNITURE	01/04/19	8,213.24	SNACK BAR TABLES #2019-14
116649	324	NEWARK CHAMBER OF COMMERCE	01/04/19	432.00	CHAMBER OF COMMERCE HOLIDAY LUNCHEON
116650	10091	NOWDOCS INTERNATIONAL, INC NOWFORMS DIVI	01/04/19	969.47	NOWDOCS FORMS MODULE FOR HP 607
116651	10302	ORANGE COUNTY SHERIFF'S DEPARTMENT KATEL	01/04/19	65.00	PATROL POST TRAINING
116652	349	PACIFIC GAS & ELECTRIC	01/04/19	18,938.43	STREETLIGHTS AND TRAFFIC SIGNALS
116653	9811	REDFLEX TRAFFIC SYSTEMS	01/04/19	18,800.00	REDLIGHT CAMERA
116654	5164	SAN MATEO REGIONAL NETWORK INC SMRN.COM	01/04/19	175.00	DNS AND MAIL FILTERING
116655	503	STANDARD INSURANCE COMPANY	01/04/19	615.96	EMPLOYEE LIFE INSURANCE AND AD&D COVERAG
116656	11660	JESSENNIA TAIMANI	01/04/19	62.51	EXPENSE REIMBURSEMENT
116657	679	TARGET SPECIALTY PRODUCTS	01/04/19	3,509.78	PESTICIDES
116658	5463	MARY TEIXEIRA	01/04/19	8.73	EXPENSE REIMBURSEMENT
116659	11644	TIREHUB, LLC.	01/04/19	3,684.47	TIRES
116660	7517	U S FOODS INC SAN FRANCISCO	01/04/19	1,430.59	CAFE FOOD
116661	10968	UTILITY TELEPHONE	01/04/19	17,060.40	UTILITY TELEPHONE PHONE AND WAN SERVICE
116662	11651	VERDE DESIGN INC	01/04/19	58,217.95	DESIGN SERVICES FOR CIP #1192 SPORTSFIEL
116663	5623	VERIZON WIRELESS	01/04/19	418.11	CELL SERVICE FOR TRAKIT IPADS

Final Disbursement List. Check Date 01/04/19, Due Date 01/14/19, Discount Date 01/14/19. Computer Checks.
Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
		Total		430,697.35	

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Final Disbursement List. Check Date 01/10/19, Due Date 01/21/19, Discount Date 01/21/19. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
116664	11628	AIKIDO SHUGENKAI INTERNATIONAL	01/10/19	398.00	RECREATION CONTRACT
116665	344	ALAMEDA COUNTY WATER DISTRICT	01/10/19	48,137.82	CITY WATER USE
116666	5821	ALL CITY MANAGEMENT SERVICES, INC.	01/10/19	4,189.50	CROSSING GUARD SVCS
116667	11362	ANNETTE PAREDES	01/10/19	13.71	EXPENSE REIMBURSEMENT
116668	9888	BUREAU VERITAS NORTH AMERICA INC.	01/10/19	504.24	BUILDING INSPECTION PLAN REVIEW SERVICE
116669	6950	CALICO CENTER	01/10/19	5,500.00	CALICO INTERVIEWING SVC 2019
116670	11541	CEL CONSULTING, INC.	01/10/19	1,890.00	BLDG INSPECTION SERVICES
116671	10060	COMCAST	01/10/19	26.82	CABLE FOR YARD
116672	7633	CONTRA COSTA COUNTY SHERIFF'S OFFICE LAW	01/10/19	408.00	PATROL POST TRAINING
116673	10650	BOSCO VEGA	01/10/19	1,000.00	DANCE PERMIT REFUND Reinstated from clai
116674	10650	BOSCO VEGA	01/10/19	1,000.00	DANCE PERMIT DEPOSIT REFUND
116675	10793	LIGHT OF THE WORLD CHRISTIAN CENTER	01/10/19	300.00	RENTAL DEPOSIT REFUND
116676	10793	WORD INTERNATIONAL MINISTRIES	01/10/19	300.00	RENTAL DEPOSIT REFUND
116677	10793	CECILIA JUANILLO	01/10/19	300.00	RENTAL DEPOSIT REFUND
116678	10793	LINDA LEWIS	01/10/19	300.00	RENTAL DEPOSIT REFUND
116679	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	01/10/19	81.25	PUBLISH LEGAL ADS
116680	7183	DEMARAY'S GYMNASTICS ACADEMY	01/10/19	462.00	RECREATION CONTRACT
116681	522	FEDEX	01/10/19	12.69	PACKAGE DELIVERY
116682	3638	MARK GOTHARD	01/10/19	4,468.96	RECREATION CONTRACT
116683	11636	JESSICA GURULE	01/10/19	5.28	EXPENSE REIMBURSEMENT
116684	10707	GYM DOCTORS	01/10/19	961.05	MONTHLY PREVENTIVE MAINTENANCE SERVICE
116685	11566	PHALATSAMY HUYNH	01/10/19	99.94	EXPENSE REIMBURSEMENT
116686	3866	JAM SERVICES INC	01/10/19	3,051.05	CIP #1225 TRAFFIC SIGNAL PARTS
116687	73	THE ED JONES CO INC	01/10/19	2,841.68	BADGES & INSIGNIA
116688	11494	KANEN TOURS, INC.	01/10/19	2,530.00	DISNEY MUSEUM TRIP 12/10/18
116689	9904	CYNTHIA M KIRBY	01/10/19	3,300.00	POLYGRAPH TESTS
116690	76	L N CURTIS & SONS	01/10/19	3,085.63	U/B CMT UNIFORMS
116691	190	LC ACTION POLICE SUPPLY LTD	01/10/19	28.43	SUPPLIES NEW HIRES/ACADEMY RECRUITS
116692	8276	LEHR AUTO	01/10/19	366.54	PD VEHICLE EQUIP
116693	7189	LINCOLN AQUATICS	01/10/19	690.14	CHEMICALS AND POOL EQUIPMENT
116694	11357	MISSION UNIFORM SERVICE	01/10/19	1,562.28	MATS, TOWELS AND UNIFORMS
116695	6	KAREN MORAIDA	01/10/19	15.57	EXPENSE REIMBURSEMENT
116696	10865	NEW IMAGE LANDSCAPE	01/10/19	14,336.30	PROJECT 1186B PARK AND LANDSCAPE SERVICE
116697	11682	NHA ADVISORS, LLC.	01/10/19	3,206.25	CIVIC CENTER FINANCIAL CONSULTING
116698	10302	ORANGE COUNTY SHERIFF'S DEPARTMENT KATEL	01/10/19	65.00	PATROL POST TRAINING
116699	349	PACIFIC GAS & ELECTRIC	01/10/19	55.28	STREETLIGHTS AND TRAFFIC SIGNALS
116700	329	PHOENIX GROUP INFORMATION SYSTEMS	01/10/19	439.20	PARKING CITATION PROGRAM
116701	1935	PREFERRED ALLIANCE, INC.	01/10/19	1,367.04	RANDOM DRUG TESTING ANNUAL FEES
116702	11680	PRINCESS CASTLE EVENTS	01/10/19	450.00	DISHES FOR JOHN BECKER RETIREMENT DINNER
116703	11234	RAY MORGAN COMPANY	01/10/19	2,653.01	COPIER LEASE AGREEMENT
116704	11573	REYES COCA-COLA BOTTLING LLC.	01/10/19	254.68	CAFE AND PARTY DRINKS
116705	1204	S & J SALES JERRY LANDES	01/10/19	2,532.80	BATTERY SWAP FOR CITY SERVER UPS APPR#20
116706	654	SFPUC-WATER DEPARTMENT CUSTOMER SERVICE	01/10/19	3,259.60	RENT/WATER
116707	10916	SAN MATEO COUNTY SHERIF'S OFFICE-FISCAL	01/10/19	2,111.04	CRIME LAB FEES
116708	377	SIMON & COMPANY INC	01/10/19	1,922.54	LEGISLATIVE SERVICES
116709	7885	SLOAN SAKAI YEUNG & WONG LLP	01/10/19	2,502.31	LEGAL ADVICE FEES
116710	679	TARGET SPECIALTY PRODUCTS	01/10/19	490.52	PESTICIDES
116711	6797	US BANK CORPORATE PAYMENT	01/10/19	14,941.15	US BANK CC PAYMENT 12/24/18
116712	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	01/10/19	261.24	PAYROLL PREMIUM - E0246926
116713	11585	V5 SYSTEMS INC.	01/10/19	642.22	TECHNOLOGY NEEDS/MAINT
116714	10998	GARY M SHELDON VBS SERVICES	01/10/19	250.00	BLOOD W/DRAWAL SVC

CCS.AP Accounts Payable Release 8.3.0 R*APZCKREG*FDL

By BRETT OEVERNDIEK (BRETT)

Final Disbursement List. Check Date 01/10/19, Due Date 01/21/19, Discount Date 01/21/19. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
116715	5623	VERIZON WIRELESS	01/10/19	831.36	VERIZON CELL SERVICE
		Total		140,402.12	