

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, September 27, 2018

A. ROLL CALL

B. MINUTES

- B.1 Approval of Minutes of the City Council meeting of September 13, 2018.
(MOTION)**

C. PRESENTATIONS AND PROCLAMATIONS

- C.1 Introduction of employees.**

- C.2 Presentation on Urban Shield. (PRESENTATION)**

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORT

(It is recommended that Items F.1 through F.4 be acted on simultaneously unless separate discussion and/or action is requested by a Council Member or a member of the audience.)

CONSENT

- F.1 Second reading and adoption of an Ordinance repealing and replacing Chapter 2.09 of the Newark Municipal Code (“City Councilmembers—Salaries”) to increase the salaries of City Councilmembers and Mayor by ten percent (10%) and to increase the health and welfare benefits of City Councilmembers and Mayor to be equivalent with benefits offered to City employees under the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group – from City Manager Becker. (ORDINANCE)**
- F.2 Amendment to the Conflict of Interest Code for Nonelected Officials and Designated Employees – from City Clerk Harrington. (RESOLUTION)**

- F.3 Authorization for the purchase of a replacement speed trailer with license plate recognition features, and declaration of PIPS Technology, a subsidiary of Neology, as the single source vendor – from Maintenance Supervisor Connolly. (RESOLUTION)**

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

- G. CITY ATTORNEY REPORTS**

- H. ECONOMIC DEVELOPMENT CORPORATION**

- I. CITY COUNCIL MATTERS**

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

- K. ORAL COMMUNICATIONS**

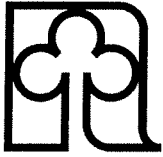
- L. APPROPRIATIONS**
 - Approval of Audited Demands. (MOTION)**

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

- N. ADJOURNMENT**

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

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



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AGENDA

Thursday, September 27, 2018

CITY COUNCIL:

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

CITY STAFF:

John Becker
City Manager

Terrence Grindall
Assistant City Manager

Susie Woodstock
Administrative Services Director

Sandy Abe
Human Resources Director

Soren Fajeau
Public Works Director

Michael Carroll
Police Chief

David Zehnder
Recreation and Community
Services Director

David J. Benoun
City Attorney

Sheila Harrington
City Clerk

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

- | | |
|-------------------------------------|-------------------------|
| A. ROLL CALL | 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.



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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, September 13, 2018

A. ROLL CALL

Mayor Nagy called the meeting to order at 7:40 p.m. Present were Council Members Collazo, Freitas, and Vice Mayor Hannon. Council Member Bucci was noted absent.

B. MINUTES

B.1 Approval of Minutes of the City Council meetings of July 26 and August 20, 2018. **MOTION APPROVED**

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

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Introduction of employees.

Mayor Nagy introduced Public Safety Dispatcher Chelsea Pedranti and Finance Manager Krysten Lee.

C.2 Proclaiming September 20-23, 2018, as Newark Days.

Mayor Nagy presented the proclamation to members of the Newark Days Committee.

C.3 Proclaiming September 15 to October 15 as Hispanic and Latino Heritage Month.

Mayor Nagy presented the proclamation to Patricia Montejano.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORTS

Council Member Freitas moved, Vice Mayor Hannon 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, 4 AYES, 1 ABSENT.

CONSENT

- F.1 Approval to use the Contra Costa County P25 subscriber radio contract to purchase East Bay Regional Communication System Authority (EBRCSA) compliant radios and authorization for the City Manager to sign a lease to own agreement with Motorola Solutions, Inc. (Red Cloud, Inc.).**
RESOLUTION NO. 10838
CONTRACT NO. 18033
- F.2 Authorization for the purchase of replacement vehicle rescue tools for Fire Station No. 27, and declaration of L.N. Curtis & Sons as the single source vendor.**
RESOLUTION NO. 10839
- F.3 Declaration of certain vehicles and equipment as surplus and authorization for the sale or disposal thereof.**
RESOLUTION NO. 10840
- F.4 Approval of plans and specifications, acceptance of bid, and award of contract to Chrisp Company for 2018-2019 Citywide Thermoplastic Street Striping, Project 1222.**
MOTION APPROVED
RESOLUTION NO. 10841
CONTRACT NO. 18034
- F.5 Report on administrative actions during August recess.** MOTION APPROVED

NONCONSENT

- F.6 Second reading and adoption of an ordinance establishing a Planned Development Overlay District at 37093 Locust Street.** ORDINANCE NO. 506

Council Member Freitas announced that he owns property within 500 feet of the project and would recuse himself from participation. Council Member Freitas left the Council Chambers.

City Manager Becker stated that the City Council approved a Planned Development Plan to allow construction of a 6-unit apartment project located at 37093 Locust Street in July. A second reading of the ordinance establishing a Planned Development Overlay District is necessary.

Vice Mayor Hannon moved, Council Member Collazo seconded to, by ordinance, establish a Planned Development Overlay District at 37093 Locust Street (APN 92-125-10). The motion passed, 3 AYES, 1 ABSENT, 1 RECUSED.

Council Member Freitas returned to the Council Chambers.

F.7 Approval of Final Conceptual Master Plan for Sportsfield Park Synthetic Turf Fields, Project 1192. RESOLUTION NO. 10842

Assistant City Engineer Imai stated that 6 acres of grass turf at the eastern end of Sportsfield Park would be replaced with synthetic-turf fields. He introduced Mr. McKee.

Derek McKee of Verde Design gave a presentation on the Conceptual Master Plan (on file with City Clerk). The Plan includes two full-size soccer fields, an eight-foot tall perimeter fence, and practice backstops for softball or baseball. There will be an option to provide field striping for up to four smaller soccer fields, lacrosse, and a cricket pitch. Construction is estimated to cost \$4,936,000.

Jose Periera stated that he works at Santa Clara University and they have two synthetic turf fields. He stated that he supports the fields, but that Council needs to consider the long term maintenance costs. Equipment is needed to clean and maintain the fields on a regular basis.

Vice Mayor Hannon moved, Council Member Collazo seconded to, by resolution approve the Final Conceptual Master Plan for the Sportsfield Park Synthetic Turf Fields, Project 1192. The motion passed, 4 AYES, 1 ABSENT.

F.8 Approval of Final Conceptual Master Plan for Newark Skate Park at Sportsfield Park, Project 1193. RESOLUTION NO. 10843

Assistant City Engineer Imai stated that the Skate Park would be constructed at Sportsfield Park in a vacant lot next to Fire Station No. 27. He introduced Mr. Schneider and Mr. Raygada.

Corbin Schneider of Verde Design and Andres Raygada of Wormhoudt, Inc. gave a presentation of the on the Conceptual Master Plan (on file with City Clerk). The Plan includes both “street course” and “bowl” elements, a shaded seating area, perimeter landscaping and a perimeter fence. The installation of lighting will be included as an

alternate bid item. Construction of the Skate Park is estimated to cost \$1,127,000 and if the lighting is included it could bring the total cost to \$1,612,000.

Recreation and Community Services Director Zehnder stated that staff will be researching best practices for park use and noted that Silliman Center staff will be nearby.

Jose Periera stated that he liked the design, but reiterated his previous remarks that funding would be needed for maintenance and keeping this area clean of biohazards.

Council Member Collazo moved, Vice Mayor Hannon seconded to by resolution approve the Final Conceptual Master Plan for the Skate Park at Sportsfield Park, Project 1193. The motion passed, 4 AYES, 1 ABSENT.

F.9 Introduction of an Ordinance repealing and replacing Chapter 2.09 of the Newark Municipal Code (“City Councilmembers—Salaries”) to increase the salaries of City Councilmembers and Mayor by ten percent (10%) and to increase the health and welfare benefits of City Councilmembers and Mayor to be equivalent with benefits offered to City employees under the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group. ORDINANCE INTRODUCED

City Manager Becker stated that in July, the Council directed staff to draft an ordinance that would reflect a ten percent salary increase, health and welfare benefits equivalent to management staff, and an automatic compensation review with each budget cycle, including consideration of a potential salary increase equal to the Consumer Price Index or salary increase awarded to City staff, subject to the five percent (5%) per calendar year increase limitation imposed by State law.

Beginning January 1, 2019, Council’s salary would be \$1,247, the Mayor’s salary would be \$2,727, and the health and welfare benefit would be \$821. All changes are on a per month basis.

Vice Mayor Hannon moved, Council Member Collazo seconded, to introduce an ordinance repealing and replacing Chapter 2.09 of the Newark Municipal Code (“City Councilmembers—Salaries”) to increase the salaries of City Councilmembers and Mayor by ten percent (10%) and to increase the health and welfare benefits of City Councilmembers and Mayor to be equivalent with benefits offered to City employees under the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group. The motion passed, 4 AYES, 1 ABSENT.

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

Mayor Nagy encouraged everyone to attend Newark Days.

Vice Mayor Hannon thanked the City's volunteers. He stated that the Newark Rotary Club sponsors the Friday night haystack at Newark Days.

Council Member Collazo stated that her wedding anniversary and both her son's birthdays are in September. She stated that Hispanic Heritage Month was a good reminder to learn from the diversity in the community. Shop Newark.

Council Member Freitas mentioned the cost savings from canceling the November election. He noted a few locations in the City that needed some attention: 1. Thornton Avenue and Cedar Boulevard, the City sign needs cleaning; 2. Cedar Boulevard and Central Avenue a private property with old fire damage needs to be cleaned; and 3. the landscaping at the Prima Development on the north side of Cedar Boulevard between Birch Street and Moores Avenue needs to be maintained.

Council Member Freitas thanked the Newark Days Committee and noted that Joe Perry passed away in August.

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

Namit Saksena requested that City Council consider establishing quiet zones at train crossings in Newark. He suggested starting at Carter Avenue because it already meets the Federal Railway Authority standards. (Copy of Mr. Saksena's materials on file with City Clerk.)

Jose Periera encouraged the City Council to be cautious before spending any money on quiet zones. He noted that City of Fremont spent \$30 million on a crossing that still requires train horns because of a business in that area. He noted that the City cannot control rail traffic and the safety requirements of train horns.

Yosha Yee requested that the City consider establishing a quiet zone at Carter Avenue.

Mayor Nagy requested that City staff look into this matter.

In response to Mr. Periera's concerns regarding the dumping of items at Baine Avenue, Mayor Nagy stated that this was referred to City staff.

L. APPROPRIATIONS

Approval of Audited Demands.

MOTION APPROVED

City Clerk Harrington read the Register of Audited Demands: Check numbers 115160 to 115637.

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

M. CLOSED SESSIONS

Mayor Nagy stated that after the agenda was posted, the need to take action on the following matter arose:

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

Vice Mayor Hannon moved, Council Member Collazo seconded to add to the Closed Session to the agenda as item M.2. The motion passed, 4 AYES, 1 ABSENT.

M.1 Closed Session for conference with legal counsel on existing litigation pursuant to Government Code Section 54956.9(d)(1) *Conrad Rodgers v. City of Newark, et. al* Workers Compensation Appeals Board, Case Numbers: ADJ10840163 – from Human Resources Director Abe.

**M.2 Closed session pursuant to Government Code Section 54957
Public Employment
Title: City Manager.**

At 9:19 p.m. the City Council recessed to a closed session.

Council Member Bucci arrived at this time.

At 9:38 p.m. the City Council convened in closed session.

At 11:10 p.m. the City Council reconvened in open session with all Council Members present.

Mayor Nagy announced that as to item M.1 because final approval rests with some other party to the litigation or with the court, no action can be reported at this time. If settlement becomes final, then the City will disclose the action that was taken upon inquiry by any person. There was no reportable action for item M.2.

N. ADJOURNMENT

Mayor Nagy adjourned the City Council meeting at 11:10 p.m.

C.1 Introduction of employees.

Background/Discussion – Administrative Support Specialist II Jessenia Taimani, Junior Engineer Christine Chou, and Information Systems Technician Claude Hill will be at the meeting to be introduced to the City Council.

C.2 Presentation on Urban Shield.

(PRESENTATION)

Background/Discussion – Urban Shield is a regional preparedness exercise that enhances the skills and abilities of first responders, as well as those responsible for coordinating and managing large scale events. Alameda County Fire Department Division Chief Ryan Nishimoto and Newark Police Department Lieutenant Jolie Macias will give a presentation on Urban Shield at the City Council meeting.

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

Background/Discussion – The monthly salary and benefits for the Mayor and City Council are set by ordinance. The salaries and benefits of these elected officials have not changed since 2007. At the July 12, 2018 City Council meeting, staff was directed to draft an ordinance with a ten percent (10%) salary increase and health and welfare benefits equivalent to those received by City staff. The Council also requested an automatic compensation review with each budget cycle, including consideration of a potential salary increase equal to the Consumer Price Index or salary increase awarded to City staff, subject to the five percent (5%) per calendar year increase limitation imposed by State law.

The draft ordinance was prepared as directed and introduced at the September 13, 2018 City Council meeting. If enacted, the ordinance would, starting January 1, 2019, increase the salary of Councilmembers to \$1,247 per month. The Mayor’s salary would increase \$2,727 per month.

Additionally, all members of the Council, including the Mayor, would, starting January 1, 2019, receive the same health and welfare benefits offered by the City under the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group. As of January 1, 2019, the City’s contribution is \$821 per month per participant.

Attachment

Action – Staff recommends that the City Council by ordinance repeal and replace Chapter 2.09 of the Newark Municipal Code (“City Councilmembers—Salaries”) to increase the salaries of City Councilmembers and Mayor by ten percent (10%) and to increase the health and welfare benefits of City Councilmembers and Mayor to be equivalent with benefits offered to City employees under the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group.

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEWARK REPEALING AND REPLACING CHAPTER 2.09 (“CITY COUNCILMEMBERS—SALARIES”) OF THE NEWARK MUNICIPAL CODE TO INCREASE THE SALARIES OF CITY COUNCILMEMBERS AND MAYOR BY TEN PERCENT (10%) AND TO INCREASE THE HEALTH AND WELFARE BENEFITS OF CITY COUNCILMEMBERS AND MAYOR TO BE EQUIVALENT WITH BENEFITS OFFERED TO CITY EMPLOYEES UNDER THE COMPENSATION AND BENEFIT PLAN FOR CITY OFFICIALS AND MANAGEMENT, SUPERVISORY, AND PROFESSIONAL EMPLOYEE GROUP

WHEREAS, Chapter 2.09 (“City Councilmembers—Salaries”) of the Newark Municipal Code provides for the payment of salaries and benefits to Newark City Councilmembers and the Mayor;

WHEREAS, Section 2.09.020 authorizes the City to pay Councilmembers a salary of one thousand one hundred thirty-four dollars (\$1,134) per month;

WHEREAS, said section authorizes the City to pay the Mayor a salary of two thousand four hundred seventy-nine dollars (\$2,479) per month;

WHEREAS, said section took effect December 1, 2007;

WHEREAS, Section 2.09.030 authorizes the City to make payments for premiums to City-approved health and welfare benefits as elected by members of the Council, excluding the Mayor, up to a maximum of five hundred forty dollars (\$540) per month;

WHEREAS, City Councilmembers and Mayor have not received an increase in salary since December 1, 2007;

WHEREAS, the City Council is authorized by Government Code Section 36516 to increase the salary of Councilmembers and the Mayor in an amount not to exceed five percent (5%) per calendar year from the operative date of the last adjustment of salary;

WHEREAS, therefore the City is allowed to increase the salary of Councilmembers by fifty-five percent (55%);

WHEREAS, the City Council is authorized by Government Code Section 36516.1 to pay an elected Mayor salary in excess to that which he or she receives as a Councilmember;

WHEREAS, at the City Council meeting held on July 12, 2018, City staff presented to the Council a survey of Mayoral and City Council Member salary and benefits for all cities in

Alameda County, excluding Oakland, as well as three additional Bay Area cities comparable in size to Newark;

WHEREAS, the results of said study found that the combined salary and benefits for Newark's Mayor and City Councilmembers were significantly lower than the average of the cities that were surveyed;

WHEREAS, the City Council desires to increase salary of the Councilmembers and Mayor by ten percent (10%) starting January 1, 2019; and

WHEREAS, the City Council also desires to, starting January 1, 2019, increase the City's payments to City-approved health and welfare benefits as elected by members of the Council so that the Councilmembers and Mayor could receive the same health and welfare benefits offered by the City under the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NEWARK DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. *Repeal and Replace of Chapter 2.09 the Newark Municipal Code.* Chapter 2.09 ("City Council") of Title 2 ("Administration and Personnel") is hereby repealed in its entirety and replaced with the text contained in EXHIBIT "A", which is attached hereto and incorporated as though fully set forth herein.

SECTION 2. *Severability.* The provisions of this Ordinance are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Ordinance or their applicability to other persons or circumstances.

SECTION 3. *Effective Date.* This ordinance shall take effect January 1, 2019. 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.

EXHIBIT "A"

Chapter 2.09

CITY COUNCILMEMBERS—COMPENSATION

Sections:

- 2.09.010 Salary and biennial adjustment.
- 2.09.020 Benefits.

2.09.010 Salary.

- A. Pursuant to Government Code Sections 36516 and 36516.5, each councilmember, other than the mayor, shall receive a salary of one thousand two hundred forty-seven dollars (\$1,247) per month commencing January 1, 2019.
- B. Pursuant to Government Code Section 36516.1, the elective mayor shall receive compensation in the amount of two thousand seven hundred twenty-seven dollars (\$2,727) per month commencing January 1, 2019.
- C. The compensation from the city to the city councilmembers and mayor under this section shall be reviewed during each two year biennial budget cycle. Any such review shall include consideration of: (1) the Consumer Price Index – All Urban Consumers, San Francisco-Oakland-San Jose; and (2) any increases in compensation awarded to city staff since the previous adjustment to councilmembers' compensation. Any increase to the city councilmembers compensation shall be limited to five percent (5%) per calendar year pursuant to Government Code Section 36516.

2.09.020 Benefits.

- A. Pursuant to Government Code Sections 53200 through 53210, each city councilmember and the mayor may participate in any health and welfare benefits offered by the city to its employees pursuant to the Compensation and Benefit Plan for City Officials and the Management, Supervisory, and Professional Employee Group ("the Plan"). For the purposes of this subsection, the term "health and welfare benefits" shall mean medical, dental, and vision programs offered by the City, pursuant to the Plan, excluding any cash-in-lieu or cash out options.
- B. The city's payments towards any benefits elected under subsection (A) shall be equivalent to any payments made by the City for city employees pursuant to the Plan.

F.2 Amendment to the Conflict of Interest Code for Nonelected Officials and Designated Employees – from City Clerk Harrington. (RESOLUTION)

Background/Discussion – The Political Reform Act of 1974 requires local government agencies to review its Conflict of Interest Code biennially. The Conflict of Interest Code lists each employee position that makes or participates in the making of governmental decisions. Employees in these positions are identified as “designated employees.” Consultants that make or participate in making governmental decisions on behalf of the City must also file disclosure forms.

The review has been completed and there is a need to amend Appendix A, Designated Positions and Disclosure Categories, because of organizational changes that have occurred since the 2016 review. Appendix A to the Code shows the recommended changes with strikeout formatting for deletions and underscore formatting for additions.

Attachment

Action - It is recommended that the City Council, by resolution, amend the City’s Conflict of Interest Code for Nonelected Officials and Designated Employees.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AMENDING THE CONFLICT OF INTEREST CODE
OF NONELECTED OFFICIALS AND DESIGNATED
EMPLOYEES OF THE CITY OF NEWARK

WHEREAS, the Political Reform Act, Government Code Section 87306.5, requires local government agencies to review their Conflict of Interest Codes biennially and, if a change in the Conflict of Interest Code is necessitated by changed circumstances, to prepare and submit an amended Conflict of Interest Code to the City Council; and

WHEREAS, the nonelected officials and designated employees of the City of Newark have reviewed their Conflict of Interest Code and find that there is a need to amend Appendix A, Designated Positions and Disclosure Categories;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby amend the Conflict of Interest Code of the Nonelected Officials and Designated Employees of the City of Newark.

APPENDIX A

DESIGNATED POSITIONS

DISCLOSURE CATEGORY

CITY MANAGER'S OFFICE

Administrative Services Director	1, 2, 3, 4, 5, 6, 7, 8
Assistant City Manager	1, 2, 3, 4, 5, 6, 7, 8
City Clerk	1, 2, 5, 7
Administrative Analyst	1, 2, 5, 7
Executive Assistant	1, 2, 5, 7
Assistant to City Manager	1, 2, 5, 7

DESIGNATED COMMITTEE MEMBERS/EMPLOYEES

Economic Development Corporation	1, 2, 3, 4, 5, 6, 7, 8
Oversight Board of the Successor Agency	1, 2, 3, 4, 5, 6, 7, 8
Successor Agency to Redevelopment Agency	1, 2, 3, 4, 5, 6, 7, 8
Measure GG Oversight Committee	1, 2, 3, 4, 5, 6, 7, 8

COMMUNITY DEVELOPMENT and INFORMATION SYSTEMS DIVISION

Deputy Community Development Director	1, 2, 3, 4, 5, 6, 7, 8
Economic Development Manager	1, 2, 3, 4, 5, 6, 7, 8
Assistant Planner	1, 2, 3, 4, 5, 7
Associate Planner	1, 2, 3, 4, 5, 7
Information Systems Manager	1, 2, 5, 6, 7

FINANCE ~~INFORMATION SYSTEMS DIVISIONS~~

Senior Information Systems Manager	1, 2, 5, 6, 7
Finance Manager	1, 2, 3, 4, 5, 6, 7, 8
Senior Accountant	1, 2, 3, 4, 5, 6, 7, 8
Accountant	1, 2, 3, 4, 5, 6, 7, 8

HUMAN RESOURCES DEPARTMENT

Human Resources Director	1, 2, 5, 7
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POLICE DEPARTMENT

Police Chief	1, 2, 3, 4, 5, 6, 7, 8
Police Commander Captain	1, 2, 5, 7
Police Lieutenant	1, 2, 5, 7
Senior Administrative Analyst	1, 2, 5, 7

PUBLIC WORKS

Assistant City Engineer	1, 2, 3, 4, 5, 6, 7, 8
Associate Civil Engineer	1, 2, 4, 5, 7
Bldg. Insp./Zoning Enforcement	1, 2, 3, 4, 5, 7
Chief Building Official/City Architect	1, 2, 3, 4, 5, 7
Assistant Engineer	1, 2, 4, 5, 7
Maintenance Supervisor	1, 2, 5, 7
Maintenance Superintendent	1, 2, 4, 5, 6, 7
Public Works Director	1, 2, 3, 4, 5, 6, 7, 8
Public Works Inspector	1, 2, 4, 5, 7
Administrative- Analyst	1, 2, 5, 7
Senior Civil Engineer	1, 2, 4, 5, 7
Junior Engineer	3, 4, 6
Senior Building Inspector	1, 2, 3, 4, 5, 7
Assistant Building Official	1, 2, 3, 4, 5, 7

RECREATION AND COMMUNITY SERVICES

Senior Administrative Analyst	1, 2, 5, 7
Child Care Supervisor	1, 2, 5, 7
Recreation & Community Services Dir.	1, 2, 3, 4, 5, 6, 7, 8
Recreation Supervisor	1, 2, 5, 7
Senior Recreation Supervisor	1, 2, 5, 7

CONSULTANTS

Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitation: The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

The following positions are not covered by the code because they must file under Government Code Section 87200 and are listed for informational purposes only:

- City Attorney
- City Council Members
- City Manager
- City Treasurer
- Mayor
- Planning Commissioners

City of Newark

Conflict of Interest Code

**CONFLICT OF INTEREST CODE
CITY OF NEWARK**

Table of Contents

Article I	Statutory Provisions
Article II	Provisions of Conflict of Interest Code
Section 1	Definitions
Section 2	Designated Employees
Section 3	Disclosure Categories
Section 4	Statement of Economic Interests: Place of Filing
Section 5	Statement of Economic Interests: Time of Filing
Section 6	Contents of and Period Covered by Statements of Economic Interests
Appendix A	Schedule of Designated Positions and Their Disclosure Categories
Appendix B	General Provisions and List of Disclosure Categories

**CONFLICT OF INTEREST CODE
OF THE CITY OF NEWARK
NON-ELECTED OFFICIALS AND EMPLOYEES**

ARTICLE I. STATUTORY PROVISIONS.

In compliance with the Political Reform Act of 1974, California Government Code Section 81000 et seq., and specifically with Section 87307 et seq., the City of Newark hereby amends its Conflict of Interest Code for non-elected officials and employees of the City. The requirements of this amended Code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code Section 87100, and are in addition to any other state or local laws pertaining to conflicts of interest.

Incorporation by reference of the terms of 2 California Administration Code Section 18730 along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the amendment of a Conflict of Interest Code within the meaning of Government Code Section 87307 if the terms of this regulation are substituted for terms of a Conflict of Interest Code already in effect. A code so amended requires the reporting of reportable items in a manner substantially equivalent to the requirement of Article 2 of Chapter 7 of the Political Reform Act, Government Code Section 81000, et seq.

ARTICLE II. PROVISIONS OF CONFLICT OF INTEREST CODE.

Section 1. Definitions. The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2Cal.Adm.Code Sections 18100 et seq.), and any amendments to the Act or regulations, are incorporated by reference into this Conflict of Interest Code.

Section 2. Designated Employees. The persons holding positions listed in Appendix A are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on financial interests.

Section 3. Disclosure Categories. This Code does not establish any disclosure obligation for those designated employees who are also specified in Government Code Section 87200 if they are designated in this Code in that same capacity or if the geographical jurisdiction of this City is the same as or is wholly included within the jurisdiction in which those persons must report their financial interests pursuant to Article 2 of Chapter 7 of the Political Reform Act, Government Code Sections 87200 et seq.¹

Such persons are covered by this Code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in Appendix B specify which kinds of financial interests are reportable. Such a designated employee

shall disclose in his or her statement of economic interests those financial interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in Appendix A. It has been determined that the financial interests set forth in a designated employee's disclosure categories are the kinds of financial interests which he or she foreseeably can affect materially through the conduct of his or her office.

Section 4. Statement of Economic Interests: Place of Filing. All designated employees required to submit a statement of economic interest shall file such statements with the City Clerk, who shall be the filing officer.²

Section 5. Statement of Economic Interests: Time of Filing.

- (a) Initial Statements. All designated employees employed by the City on the effective date of this Code, as originally adopted, promulgated and approved by the City Council, shall file statements within thirty days after the effective date of this Code. Thereafter, each person already in a position when it is designated by an amendment to this Code shall file an initial statement within thirty days after the effective date of the amendment.
- (b) Assuming Office Statements. All persons assuming designated positions after the effective date of this Code shall file statements within thirty days after assuming the designated positions.
- (c) Annual Statements. All designated employees shall file statements no later than April 1.
- (d) Leaving Office Statements. All persons who leave designated positions shall file statements within thirty days after leaving office.

Section 6. Contents of and Period Covered by Statements of Economic Interests.

- (a) Contents of Initial Statements. Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the Code.
- (b) Contents of Assuming Office Statements. Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office.
- (c) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the Code or the date of assuming office whichever is later.

- (d) Contents of Leaving Office Statements. Leaving office statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

¹Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under Article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Govt. Code Section 81004.

²See Govt. Code Section 81010 and 2 Cal. Admin. Code Section 18115 for the duties of filing officers and persons in agencies who make and return copies of statements and forward the originals to the filing officer.

APPENDIX B

GENERAL PROVISIONS

When a designated employee is required to disclose investments and sources of income, he or she need only disclose investments in business entities and sources of income which do business in the jurisdiction, plan to do business in the jurisdiction or have done business in the jurisdiction within the past two years. In addition to other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction. When a designated employee is required to disclose interests in real property, he or she need only disclose real property which is located in whole or in part within or not more than two miles outside the boundaries of the jurisdiction or within two miles of any land owned or used by the local government agency.

Designated employees shall disclose their financial interests pursuant to the appropriate disclosure category as indicated in Appendix A.

DISCLOSURE CATEGORIES

- Category 1: All investments and sources of income.
- Category 2: All interests in real property.
- Category 3: All investments, interests in real property and sources of income subject to the regulatory, permit or licensing authority of the department.
- Category 4: Positions held and investments in business entities and sources of income which engage in land development, construction or the acquisition or sale of real property.
- Category 5: Positions held and investments in business entities and sources of income of the type which, within the past two years, have contracted with the City of Newark to provide services, supplies, materials, machinery or equipment.
- Category 6: Positions held and investments in business entities and sources of income of the type which, within the past two years, have contracted with the designated employee's department to provide services, supplies, materials, machinery or equipment.
- Category 7: Positions held and investments in business entities located in the City of Newark proper or in any land or facilities used, owned, or operated by the City of Newark.
- Category 8: Positions held and investments in business entities or investments with natural persons that have contractual obligations or privileges with the City of Newark.

**F.3 Authorization for the purchase of a replacement speed trailer with license plate recognition features, and declaration of PIPS Technology, a subsidiary of Neology, as the single source vendor – from Maintenance Supervisor Connolly.
(RESOLUTION)**

Background/Discussion - The 2018-2020 Biennial Budget and Capital Improvement Plan for Fiscal Year 2018-2019 includes funding in the amount of \$36,676.25 for the replacement of one of the City of Newark Police Department's existing speed trailers through the City's Equipment Replacement Program.

The City currently has several vehicles and speed trailers outfitted with PIPS Technology Automatic License Plate Recognition (ALPR) systems which are used to locate and identify stolen vehicles and wanted persons using optical characters recognition technology. PIPS Technology, a subsidiary of Neology, has been the industry leader in ALPR systems worldwide for over 20 years with over 20,000 cameras in operation in 33 countries. PIPS Technology is the ALPR system of choice throughout the Bay Area and use of this specific system assures the City of proper technical support in the region as well as data sharing with other participating Bay Area law enforcement agencies.

PIPS Technology ALPR systems are only available for purchase in northern California through PIPS Technology, a subsidiary of Neology. This equipment is essential to properly integrate with the City's existing systems. In accordance with the City's Purchasing Ordinance and Resolution No. 9816 which revised the Single Source Exemption in the Purchasing Rules and Regulations, formal bidding procedures are not required in the event the City Council makes certain findings and declarations that:

1. Formal bids would work in incongruity and would be unavailing in affecting the final results; and
2. Formal bids would not produce any advantage to the City; or,
3. It is practically impossible to obtain what is required through the formal bidding process; or,
4. The product sought or a significant portion thereof is the subject of a patent and cannot be purchased from any source other than the holder of the patent.

The single source exemption is appropriate for this recommended purchase under paragraphs 1., 2., and 3. There is only one vendor (PIPS Technology, a subsidiary of Neology is the exclusive vendor in this area) to provide the necessary speed trailer with license recognition software that is compatible with existing ALPR systems. Since that is the case, it is incongruous, or not appropriate, to require a formal bid since only one bidder could provide a bid and it would be useless (unavailing), failing to achieve the desired result (i.e. competitive, multiple bids assuring the best use of public funds). Formal bids would not produce an advantage to the City; rather it would result in an extraneous use of public funds to lead to the same result.

The City has received a proposal from PIPS Technology to purchase the desired replacement speed trailer with license plate recognition features for \$36,676.25. There is sufficient funding for this purchase in the Fiscal Year 2018-2019 Equipment Replacement fund.

Attachment

Action – It is recommended that the City Council, by resolution, authorize the purchase of replacement speed trailer with license plate recognition features, and declaration of PIPS Technology, a subsidiary of Neology, as the single source vendor.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE PURCHASE OF A
REPLACEMENT SPEED TRAILER WITH LICENSE PLATE
RECOGNITION FEATURES, AND DECLARATION OF PIPS
TECHNOLOGY, A SUBSIDIARY OF NEOLOGY, AS THE
SINGLE SOURCE VENDOR

WHEREAS, the 2018–2020 Biennial Budget and Capital Improvement Plan includes Equipment Replacement funding in Fiscal Year 2018-2019 in the amount of \$36,676.25 for the replacement of a speed trailer with license plate recognition features for the Newark Police Department; and

WHEREAS, PIPS Technology, a subsidiary of Neology, has been the industry leader in Automated License Plate Recognition (ALPR) systems worldwide for over 20 years with over 20,000 cameras in operation in 33 countries; and

WHEREAS, PIPS Technology is the ALPR system of choice throughout the Bay Area and ownership of this equipment assures the City of proper technical support in the region as well as data sharing with other participating Bay Area law enforcement agencies.

WHEREAS, PIPS Technology, a subsidiary of Neology, is the exclusive vendor for the purchase of the desired speed trailer with license plate recognition features in northern California; and

WHEREAS, in accordance with the City of Newark Purchasing Ordinance, formal bidding procedures shall not apply in the event that the City Council makes certain findings and declarations; and

WHEREAS, the City Council, having reviewed and considered the facts related to the purchase of replacement speed trailer with license plate recognition features for the Police Department, finds and declares, as set forth below, and as required by Resolution No. 9816 which modified the Single Source Exemption Regulations in Resolution 7053, Purchasing Rules and Regulations, that:

1. Formal bids would work an incongruity and would be unavailing in affecting the final results since there is one vendor to provide the suitable replacement speed trailer and therefore there is no comparable competitive product for which a competitive bid could be provided; and
2. Formal bids would not produce any advantage to the City since, as stated above, a formal bid would produce only a single bid from one vendor for the desired product;
or,

3. It is practically impossible to obtain what is required through the formal bidding process, because, as stated above, multiple competitive bids for the desired product cannot be obtained.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark authorizes the purchase of replacement speed trailer with license plate recognition features and declares PIPS Technology, a subsidiary of Neology, as the single source vendor.

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

Background/Discussion – On December 10, 2015, the City Council approved Vesting Tentative Tract Map 8270 for a 386-unit residential subdivision in General Plan Area 3 at the northwest corner of Cherry Street and Stevenson Boulevard. Subsequently, on November 9, 2017, the City Council approved the Final Map for Tract 8270, which divided the subject property into five large-lot “village” parcels for future residential development. The Final Map for Tract 8418 further divides one of the large-lot “villages” into 108 single-family residential lots. The developers, Arroyo Cap III, LLC, and LS-Newark, LLC have submitted the required fees, bonds, and other documents for approval of the Final Map for Tract 8418.

The developer has executed a Subdivision Improvement Agreement and has posted a Performance Bond in the amount of \$2,372,000 and a Materials Bond in the amount of \$1,186,000. The bonds will guarantee construction of private streets within the development.

The Final Map for Tract 8418 has been reviewed and found to be in conformance with Vesting Tentative Tract Map 8270 and the Conditions of Approval, and is now ready for City Council approval. Recording of the Final Map and issuance of subsequent permits and approvals for construction activity will be at the discretion of the City Engineer.

Because there will be no public streets constructed as part of Tract 8418, the City will not incur any maintenance costs associated with the tract improvements.

Staff recommends approval of a Waiver request that allows up to 10% relief from dimensional requirements of required setbacks per Chapter 17.37 of Newark Zoning Ordinance. This relief will apply to lots 92, 96, 97, 101, 108, 113, 118 and 129.

Attachments

Action – It is recommended that the City Council, by resolution, approve: 1) the Final Map and Subdivision Improvement Agreement for Tract 8418 – Sanctuary Village 2, a 108-unit residential subdivision in General Plan Area 3 at the intersection of Cherry Street and Stevenson Boulevard; and 2) W2018-006, a waiver request to allow up to 10% relief from dimensional requirements of required setbacks for Tract 8418 – Sanctuary Village 2.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 8418 – SANCTUARY VILLAGE 2, A 108-UNIT RESIDENTIAL SUBDIVISION IN GENERAL PLAN AREA 3 AT THE INTERSECTION OF CHERRY STREET AND STEVENSON BOULEVARD

WHEREAS, on December 10, 2015, with Resolution No. 10,429, the City Council of the City of Newark approved Vesting Tentative Tract Map 8270 for a 386-unit residential subdivision on an approximately 77.5-acre project site generally located on the northwest corner of Cherry Street and Stevenson Boulevard; and

WHEREAS, on November 9, 2017, with Resolution No. 10,717, the City Council of the City of Newark approved the Final Map for Tract 8270, which divided the subject property into five large-lot “village” parcels for future residential development; and

WHEREAS, the Final Map for Tract 8418 further divides one of the large-lot “villages” into 108 single-family residential lots;

NOW THEREFORE, BE IT RESOLVED BY THE City Council of the City of Newark that the City Council does hereby approve the Final Map and improvement plans for Tract 8418, City of Newark, County of Alameda, State of California, and that the Mayor is authorized and hereby directed to execute an agreement between the City of Newark and Arroyo Cap III, LLC for the improvements of said tract.

BE IT FURTHER RESOLVED that the City Council does hereby accept all parcels of land and easements offered for public use, subject to improvement, in conformity with the terms of offer of dedication as shown on the Final Map for Tract 8418.

BE IT FURTHER RESOLVED that the City Council does hereby approve the Performance Bond in the amount of \$2,372,000 and the Materials Bond in the amount of \$1,186,000 posted by the developer to secure the installation of improvements in accordance with the plans and specifications and the Subdivision Improvement Agreement.

BE IT FURTHER RESOLVED that the recording of the Final Map and final approval for the start of construction activity for Tract 8418, including issuance of all related construction permits, shall be at the discretion of the City Engineer.

OWNER'S STATEMENT

WE, THE UNDERSIGNED, ARROYO CAP III, LLC, A DELAWARE LIMITED LIABILITY COMPANY DO HEREBY STATE THAT WE ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBODIED WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREIN EMBODIED MAP, ENTITLED "TRACT 8418, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT BEING UPON SHEET ONE (1) THEREOF; THAT WE ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THE GRANT DEED RECORDED JUNE 30, 2017 AS DOCUMENT NO. 2017143359 OF OFFICIAL RECORDS; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; AND THAT WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND SUBDIVISION.

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

1. THE AREAS OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT) FOR THE PURPOSES OF CONSTRUCTION, OPERATION AND MAINTENANCE OF APPLICABLE STRUCTURES AND APPURTENANCES THERETO, INCLUDING BUT NOT LIMITED TO SANITARY SEWERS, WATER, ELECTRICAL, GAS AND COMMUNICATION FACILITIES; SAID AREAS OR STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT APPLICABLE UTILITY STRUCTURES AND APPURTENANCES THERETO, LAWFUL FENCES AND LAWFUL UNSUPPORTED OVERHANGS.
2. THE AREAS ON AND OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT) FOR THE PURPOSES OF INGRESS AND EGRESS OF EMERGENCY VEHICLES.
3. THE AREAS OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "SSE" (SANITARY SEWER EASEMENT) FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF APPLICABLE SANITARY SEWER LINES, STRUCTURES AND APPURTENANCES THERETO, SAID AREAS ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT APPLICABLE UTILITY STRUCTURES AND APPURTENANCES THERETO.
4. THE AREAS OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "WLE" (WATER LINE EASEMENT) FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF APPLICABLE WATER LINES, STRUCTURES AND APPURTENANCES THERETO, SAID AREAS ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT APPLICABLE UTILITY STRUCTURES AND APPURTENANCES THERETO.

WE ALSO HEREBY DECLARE THAT THE AREAS DESIGNATED AS "PSDE" (PRIVATE STORM DRAIN EASEMENT) ARE RESERVED FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF PRIVATE STORM DRAIN FACILITIES AND APPURTENANCES AND SHALL BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND EXCEPT STORM DRAIN SYSTEMS AND APPURTENANCES THERETO. SAID EASEMENTS ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC. MAINTENANCE, REPAIR AND/OR REPLACEMENT OF IMPROVEMENTS WITHIN SAID EASEMENTS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING TRACT 8418.

WE ALSO HEREBY DECLARE THAT THE AREAS DESIGNATED AS "PAE" (PRIVATE ACCESS EASEMENT) ARE RESERVED FOR THE PURPOSE OF INGRESS AND EGRESS TO THE LOTS WITHIN THE EXTERIOR BOUNDARY LINES OF THE HEREIN EMBODIED MAP AND ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC. MAINTENANCE, REPAIR AND/OR REPLACEMENT OF IMPROVEMENTS WITHIN SAID EASEMENTS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION AS DETERMINED BY THE APPROPRIATE COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING TRACT 8418.

WE ALSO HEREBY DECLARE THAT THE AREAS DESIGNATED PARCEL A, ALSO SHOWN ON THE MAP AS DESERT COTTONTAIL ROAD, NORTH DARKER DRIVE, SOUTH DARKER DRIVE, SQUIRREL ROAD, OODSE WAY, LIZARDISH WAY, AND BUMBLE BEE ROAD ARE RESERVED AS PRIVATE STREETS FOR THE PRIVATE USE OF THE HOMEOWNERS OF TRACT 8418 FOR THE PURPOSE OF ACCESS AND INGRESS AND EGRESS TO THE LOTS OF TRACT 8418, ALL IN ACCORDANCE WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TRACT 8418. SAID PARCELS ARE TO BE CONVEYED TO THE HOMEOWNERS ASSOCIATION OF TRACT 8418 BY SEPARATE INSTRUMENT SUBSEQUENT TO THE FILING OF THIS MAP AND ARE NOT HEREBY OFFERED FOR DEDICATION TO THE PUBLIC. MAINTENANCE OF SAID PARCELS IS THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION OF TRACT 8418.

THIS MAP SHOWS OR NOTES ALL THE EASEMENTS EXISTING OR OF RECORD, WITHIN THE BOUNDARY LINES OF THE HEREIN EMBODIED MAP AS SHOWN ON THE PRELIMINARY TITLE REPORT ORDER NUMBER 568418MAP DATED FEBRUARY 21, 2018, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY.

AS OWNER: ARROYO CAP III, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
NAME (PRINT): _____
TITLE: _____
DATE: _____

TRACT 8418

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
CONSISTING OF 8 SHEETS
BEING A SUBDIVISION OF LOT 2, TRACT 8270,
FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,
ALAMEDA COUNTY RECORDS.

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON • WEST SACRAMENTO

SEPTEMBER 2018

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA) SS.
COUNTY OF _____)

ON _____, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:
SIGNATURE: _____
NAME (PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

BENEFICIARY'S STATEMENT

THE UNDERSIGNED CORPORATION, AS TRUSTEE UNDER THE DEED OF TRUST RECORDED ON NOVEMBER 14, 2017 AS INSTRUMENT NO. 2017251453 OF OFFICIAL RECORDS, DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNERS STATEMENT AND ALL DEDICATIONS SHOWN HEREIN.

BY: _____
NAME (PRINT): _____
TITLE: _____
DATE: _____

BENEFICIARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA) SS.
COUNTY OF _____)

ON _____, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:
SIGNATURE: _____
NAME (PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

COUNTY RECORDER'S STATEMENT

FILED FOR RECORD THIS _____ DAY OF _____, 2018, AT _____ M.
IN BOOK _____ OF MAPS, AT PAGES _____ UNDER SERIES NO. _____ AT THE
REQUEST OF FIRST AMERICAN TITLE COMPANY, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF
ALAMEDA, STATE OF CALIFORNIA.

FEE: _____ PD. **STEVE MANNING**
COUNTY RECORDER IN AND FOR THE COUNTY
OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

OPTIONEE'S STATEMENT

THE UNDERSIGNED AS OPTIONEE'S UNDER THE MEMORANDUM OF OPTION AGREEMENT RECORDED ON DECEMBER 8, 2017 AS INSTRUMENT NO. 2017270398 OF OFFICIAL RECORDS DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNERS STATEMENT AND ALL DEDICATIONS SHOWN HEREIN.

BY: _____
NAME (PRINT): _____
TITLE: _____
DATE: _____

TRACT 8418

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
CONSISTING OF 8 SHEETS
BEING A SUBDIVISION OF LOT 2, TRACT 8270,
FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,
ALAMEDA COUNTY RECORDS.

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON • WEST SACRAMENTO

SEPTEMBER 2018

OPTIONEE'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA) SS.
COUNTY OF _____)

ON _____, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(ES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:
SIGNATURE: _____
NAME (PRINT): _____
PRINCIPAL COUNTY OF BUSINESS: _____
MY COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ARROYO CAP II, LLC, IN MARCH 2017. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2020, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP (IF ANY). THE GROSS AREA WITHIN THE TRACT IS 13.52 ACRES, MORE OR LESS.

MARK H. WEBER, P.L.S. _____ DATE _____
L.S. NO. 7960



SOILS REPORT

A SOILS REPORT ON WAS PREPARED BY ENGCD INCORPORATED, DATED AUGUST 10, 2015, PROJECT NO. 12165.000.001, SIGNED BY JANET KAM, CEG, GE, NO. 2850 AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

CITY ENGINEER'S STATEMENT

I, SORDEN FAJEAU, CITY ENGINEER FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THE HEREN EMBODIED FINAL MAP ENTITLED "TRACT 8418, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF; THAT THE SUBDIVISION AS SHOWN UPON SAID MAP IS SUBSTANTIALLY THE SAME AS SAID SUBDIVISION APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATION THEREOF; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA, AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

IN WITNESS, I HAVE HERETO SET MY HAND THIS _____ DAY OF _____, 2018.

SORDEN FAJEAU, PE 66454
REGISTRATION EXPIRES: JUNE 30, 2020
CITY ENGINEER FOR THE CITY OF NEWARK
COUNTY OF ALAMEDA, CALIFORNIA



I, MITCHELL L. MOUGHON, SPECIAL ASSISTANT FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE PURSUANT TO SECTION 66450(a)(4) OF THE GOVERNMENT CODE THAT I HAVE EXAMINED THE HEREN EMBODIED MAP ENTITLED "TRACT 8418, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT BEING UPON SHEET TWO (2) THEREOF; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

IN WITNESS, I HAVE HERETO SET MY HAND THIS _____ DAY OF _____, 2018.

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



CITY CLERK'S STATEMENT

I, SHEILA HARRINGTON, CITY CLERK AND CLERK OF THE COUNCIL OF THE CITY OF NEWARK, ALAMEDA COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREN EMBODIED MAP ENTITLED "TRACT 8418, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA", CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT BEING ON SHEET TWO (2) THEREOF, WAS PRESENTED TO SAID COUNCIL OF THE CITY OF NEWARK AS PROVIDED BY LAW AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 2018, AND THAT SAID COUNCIL OF THE CITY OF NEWARK DID THEREUPON BY RESOLUTION NO. _____, DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND DID ACCEPT, SUBJECT TO IMPROVEMENT ON BEHALF OF THE PUBLIC ALL PARCELS OF LAND AND EASEMENTS OFFERED FOR DEDICATION, FOR PUBLIC USE, IN CONFORMITY WITH THE TERMS OF THE OFFERS OF DEDICATION AS SHOWN ON SAID MAP.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND THIS _____ DAY OF _____, 2018.

SHEILA HARRINGTON
CITY CLERK AND CLERK OF THE COUNCIL OF THE
CITY OF NEWARK, COUNTY OF ALAMEDA, CALIFORNIA

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

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

- AN APPROVED BOND HAS BEEN FILED WITH THE BOARD OF SUPERVISORS OF SAID COUNTY AND STATE IN THE AMOUNT OF \$ _____ CONDITIONED FOR THE PAYMENT OF ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH ARE NOW A LIEN AGAINST SAID LAND OR ANY PART THEREOF BUT NOT YET PAYABLE AND WAS DULY APPROVED BY SAID LOCAL BOARD IN SAID AMOUNT.
- ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER-TAX COLLECTOR AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER-TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND THIS _____ DAY OF _____, 2018.

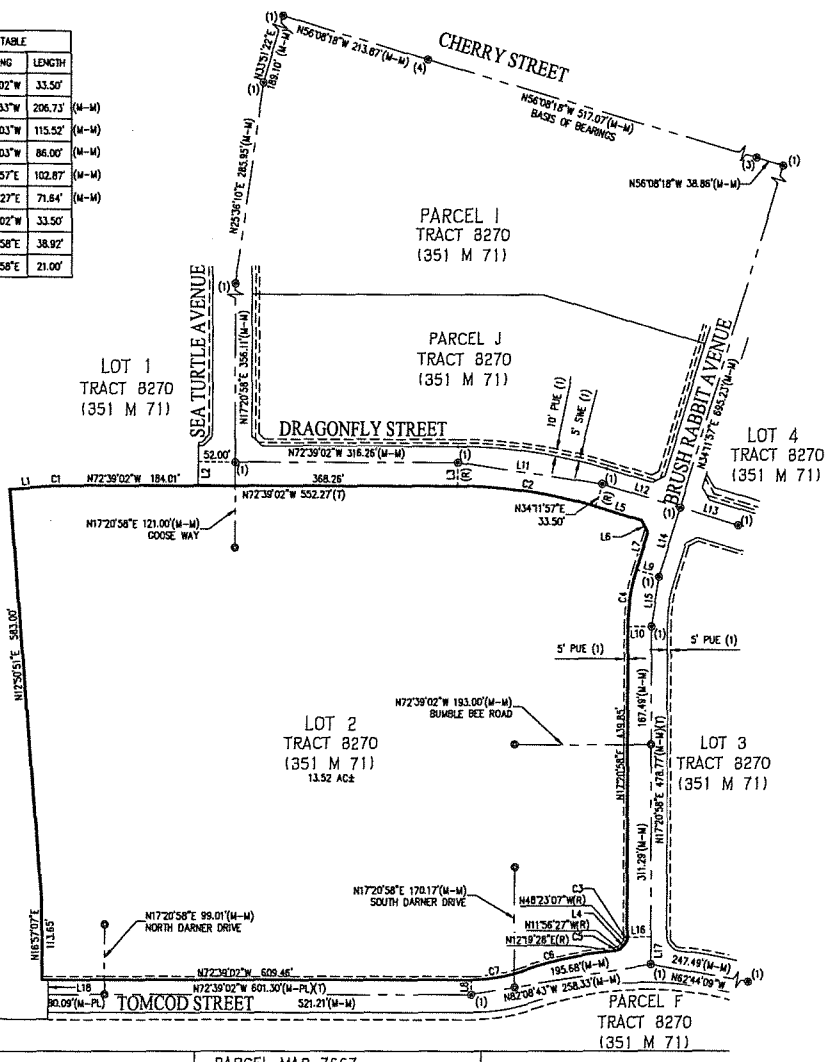
ANIKA CAMPBELL-BELTON
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ALAMEDA, STATE OF CALIFORNIA
BY: _____
DEPUTY COUNTY CLERK

NO	BEARING	LENGTH
L1	N77°09'09"W	46.88'
L2	N172°05'58"E	33.50'
L3	N172°05'58"E	33.50'
L4	N56°50'13"E	12.51'
L5	N55°48'03"W	68.28'
L6	N10°48'03"W	19.44'
L7	N34°11'57"E	55.63'
L8	N172°05'58"E	21.00'
L9	N55°48'03"W	33.50'

NO	BEARING	LENGTH
L10	N72°39'02"W	33.50'
L11	N64°13'33"W	206.73' (M-M)
L12	N55°48'03"W	115.52' (M-M)
L13	N55°48'03"W	86.00' (M-M)
L14	N34°11'57"E	102.87' (M-M)
L15	N25°46'27"E	71.84' (M-M)
L16	N72°39'02"W	33.50'
L17	N172°05'58"E	38.92'
L18	N172°05'58"E	21.00'

NO	RADIUS	DELTA	LENGTH
C1	472.00'	43°00'	37.09'
C2	672.00'	16°50'59"	197.62'
C3	20.00'	24°15'55"	8.47'
C4	278.00'	16°50'59"	81.75'
C5	20.00'	24°15'55"	8.47'
C6	528.00'	14°23'20"	132.60'
C7	222.00'	19°24'50"	75.22'

ALAMEDA COUNTY FLOOD CONTROL
92-013171
& WATER CONSERVATION DISTRICT
92-021937

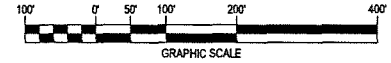


TRACT 8418

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
CONSISTING OF 8 SHEETS
BEING A SUBDIVISION OF LOT 2, TRACT 8270,
FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,
ALAMEDA COUNTY RECORDS.

Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 100' SEPTEMBER 2018



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN
FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN
AS N56°08'18"W PER TRACT 8270 (351 M 71).

LEGEND

	SUBDIVISION BOUNDARY LINE
	ADJOINING LOT LINE/RIGHT OF WAY LINE
	EASEMENT LINE
	CENTERLINE
	MONUMENT LINE
	THE LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(R) (---)	RECORD INFORMATION
⊙	FOUND STANDARD STREET MONUMENT, LS 7960
⊙	SET STANDARD STREET MONUMENT, LS 7960
IEE	INGRESS/EGRESS EASEMENT
LE	LANDSCAPE EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PUE	PRIVATE UTILITY EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
MLE	WATER LINE EASEMENT

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PM 78)
- (3) TRACT 5165 (140 M 30)
- (4) TRACT 4730 (127 M 1)

NOTE:

SEE OTHER SHEETS FOR PRIVATE
STREETS AND ALL EASEMENTS.

PARCEL 3 PARCEL MAP 7667 PARCEL 2 PARCEL 1
254 PM 9

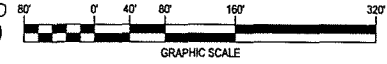
TRACT 8418
SHEET 3 OF 8

TRACT 8418

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
 CONSISTING OF 8 SHEETS
 BEING A SUBDIVISION OF LOT 2, TRACT 8270
 FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,
 ALAMEDA COUNTY RECORDS.

Carlson, Barbee & Gibson, Inc.
 CIVIL ENGINEERS • SURVEYORS • PLANNERS
 SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 80' SEPTEMBER 2018



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN AS N56°08'18"W PER TRACT 8270 (351 M 71).

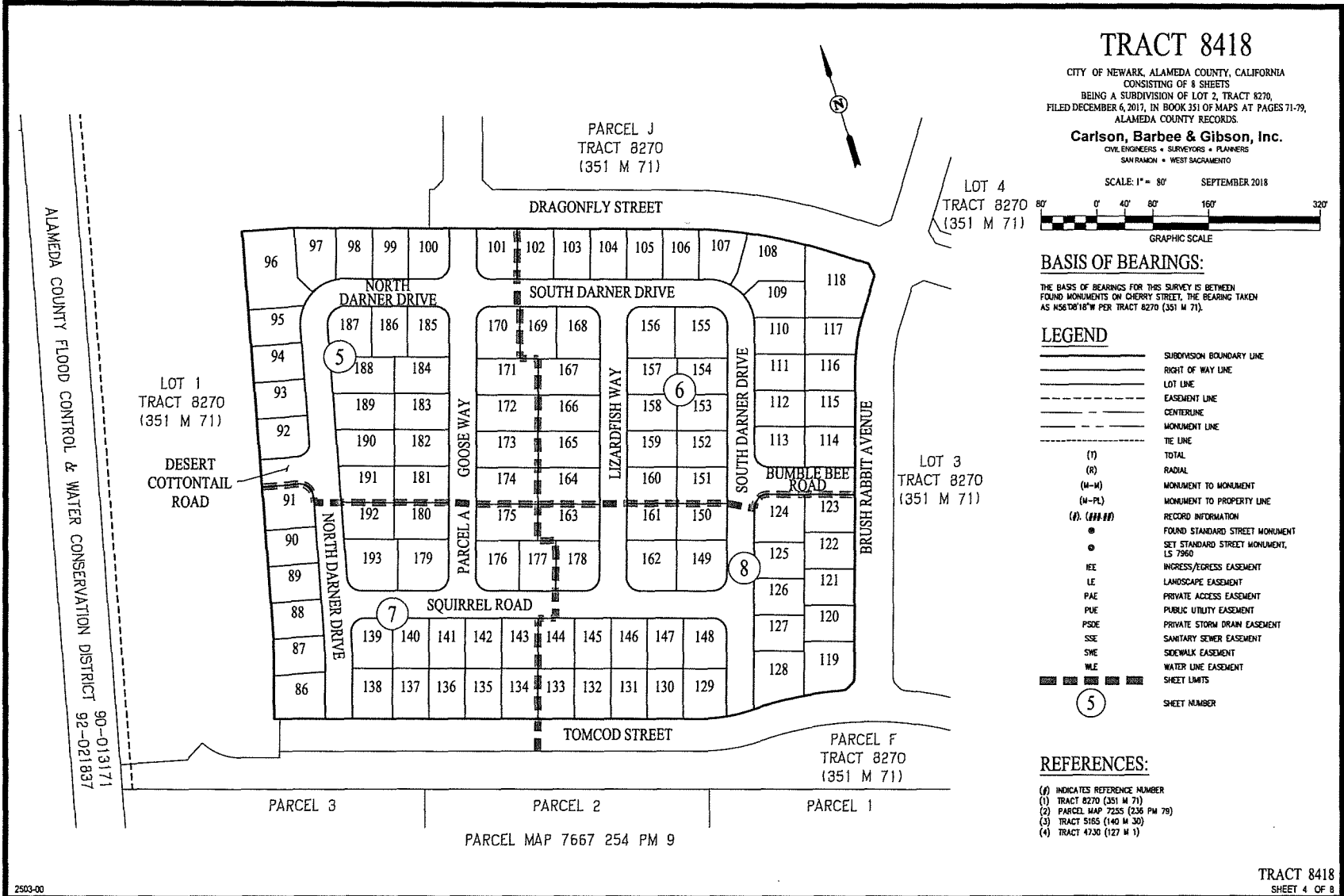
LEGEND

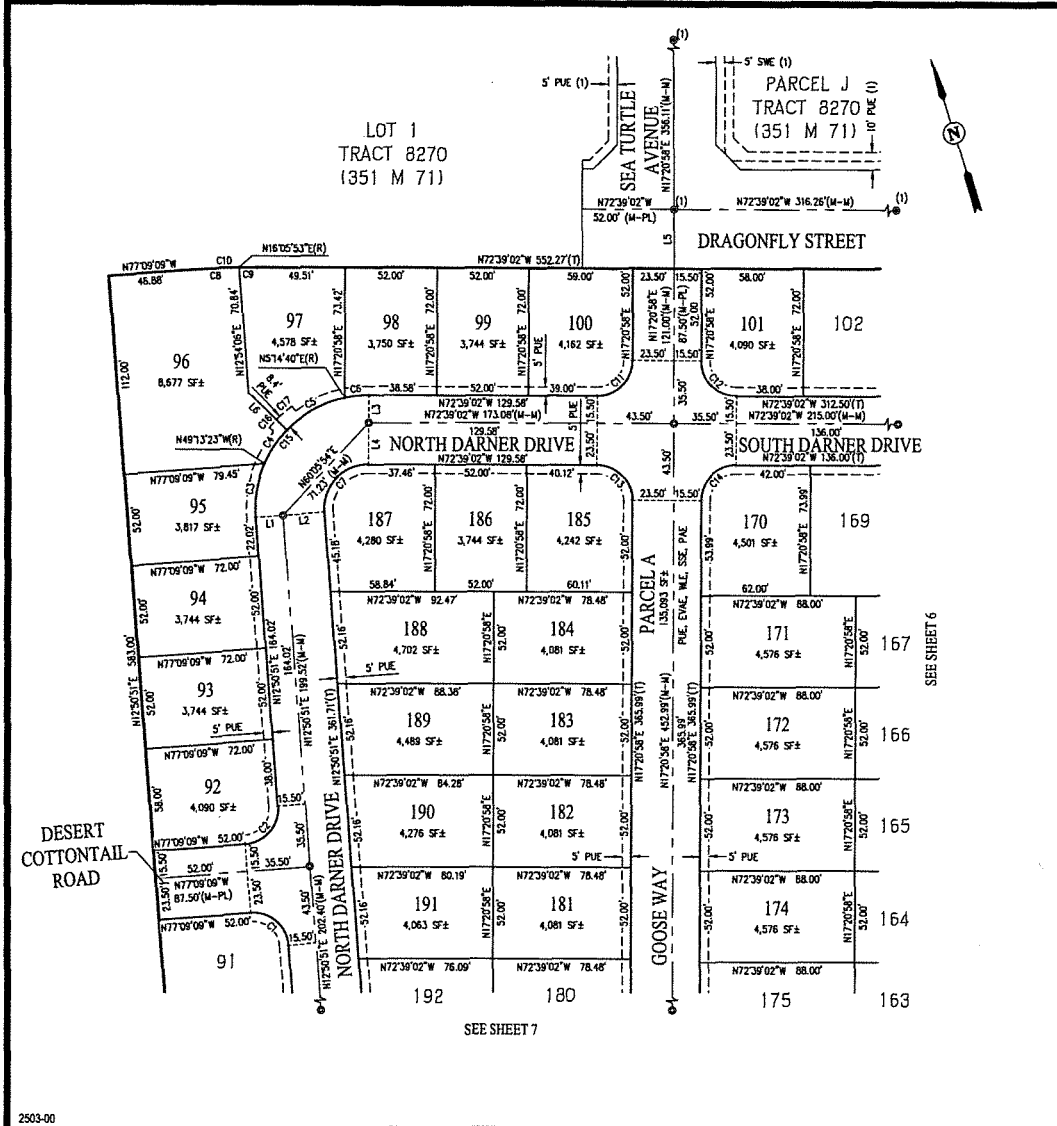
	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	MONUMENT LINE
	THE LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(I) (###-###)	RECORD INFORMATION
●	FOUND STANDARD STREET MONUMENT
○	SET STANDARD STREET MONUMENT, LS 7390
IE	INGRESS/EGRESS EASEMENT
LE	LANDSCAPE EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
WLE	WATER LINE EASEMENT
	SHEET LIMITS
(5)	SHEET NUMBER

REFERENCES:

- (f) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7235 (236 PM 79)
- (3) TRACT 5185 (140 M 30)
- (4) TRACT 4730 (127 M 1)

TRACT 8418
 SHEET 4 OF 8





CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'00"	31.42'
C2	20.00'	90°00'00"	31.42'
C3	64.00'	27°35'47"	31.20'
C4	64.00'	20°29'57"	22.90'
C5	64.00'	33°58'06"	37.94'
C6	64.00'	12°06'18"	13.52'
C7	25.00'	94°30'07"	41.23'
C8	472.00'	3°15'02"	26.78'
C9	472.00'	1°15'05"	10.31'
C10	472.00'	4°30'07"	37.09'
C11	20.00'	90°00'00"	31.42'
C12	20.00'	90°00'00"	31.42'
C13	20.00'	90°00'00"	31.42'
C14	20.00'	90°00'00"	31.42'
C15	64.00'	94°30'07"	105.56'
C16	72.40'	4°45'01"	6.00'
C17	72.40'	9°09'38"	11.58'

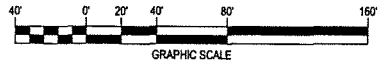
LINE TABLE		
NO	BEARING	LENGTH
L1	N77°09'09"W	15.50' (M-PL)
L2	N77°09'09"W	23.50' (M-PL)
L3	N17°20'58"E	15.50' (M-PL)
L4	N17°20'58"E	23.50' (M-PL)
L5	N17°20'58"E	33.50' (M-PL)
L6	N28°43'26"W	30.07' (R)

TRACT 8418

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
 CONSISTING OF 6 SHEETS
 BEING A SUBDIVISION OF LOT 2, TRACT 8270,
 FILED DECEMBER 6, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,
 ALAMEDA COUNTY RECORDS.

Carlson, Barbee & Gibson, Inc.
 CIVIL ENGINEERS • SURVEYORS • PLANNERS
 SAH RAMON • WEST SACRAMENTO

SCALE: 1" = 40' SEPTEMBER 2018



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN AS N56°06'18"W PER TRACT 6270 (351 M 71).

LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- MONUMENT LINE
- TIE LINE
- (T) TOTAL
- (R) RADIAL
- (M-M) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (#) RECORD INFORMATION
- FOUND STANDARD STREET MONUMENT
- SET STANDARD STREET MONUMENT, LS 7950
- ≡ INGRESS/EGRESS EASEMENT
- ≡ LANDSCAPE EASEMENT
- ≡ PAE PRIVATE ACCESS EASEMENT
- ≡ PUE PUBLIC UTILITY EASEMENT
- ≡ PSE PRIVATE STORM DRAIN EASEMENT
- ≡ SSE SANITARY SEWER EASEMENT
- ≡ SWE SIDEWALK EASEMENT
- ≡ WLE WATER LINE EASEMENT

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PM 79)
- (3) TRACT 5165 (140 M 30)
- (4) TRACT 4730 (127 M 1)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'00"	31.42'
C2	20.00'	90°00'00"	31.42'
C3	65.50'	28°12'13"	32.24'
C4	65.50'	20°19'46"	23.24'
C5	65.50'	31°15'14"	35.73'
C6	65.50'	10°12'48"	11.68'
C7	26.50'	90°00'00"	41.63'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C8	672.00'	1°28'13"	17.24'
C9	672.00'	2°15'45"	26.54'
C10	20.00'	90°00'00"	31.42'
C11	20.00'	90°00'00"	31.42'
C12	278.00'	1°28'27"	7.15'
C13	278.00'	10°53'47"	52.87'
C14	278.00'	4°28'45"	21.73'

LINE TABLE		
NO	BEARING	LENGTH
L1	N17°20'58"E	15.50' (M-PL)
L2	N17°20'58"E	23.50' (M-PL)
L3	N72°39'02"W	15.50' (M-PL)
L4	N72°39'02"W	23.50' (M-PL)
L5	N10°48'03"W	19.44'
L6	N17°20'58"E	11.80'
L7	N72°39'02"W	15.50'
L8	N17°20'58"E	173.40' (M-W)

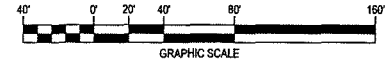
LINE TABLE		
NO	BEARING	LENGTH
L9	N17°20'58"E	11.80'
L10	N45°33'11"E	21.31' (R)
L11	N55°48'03"W	33.50' (M-PL)
L12	N72°39'02"W	33.50' (M-PL)
L13	N72°39'02"W	14.50'
L14	N72°39'02"W	9.33'
L15	N72°39'02"W	6.17'
L16	N17°20'58"E	7.76'
L17	N34°11'57"E	33.50'

TRACT 8418

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
 CONSISTING OF 8 SHEETS
 BEING A SUBDIVISION OF LOT 2, TRACT 8270,
 FILED DECEMBER 4, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,
 ALAMEDA COUNTY RECORDS.

Carlson, Barbee & Gibson, Inc.
 CIVIL ENGINEERS • SURVEYORS • PLANNERS
 SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 40' SEPTEMBER 2018



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BEHIND
 FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN
 AS N56°08'18"W PER TRACT 8270 (351 M 71).

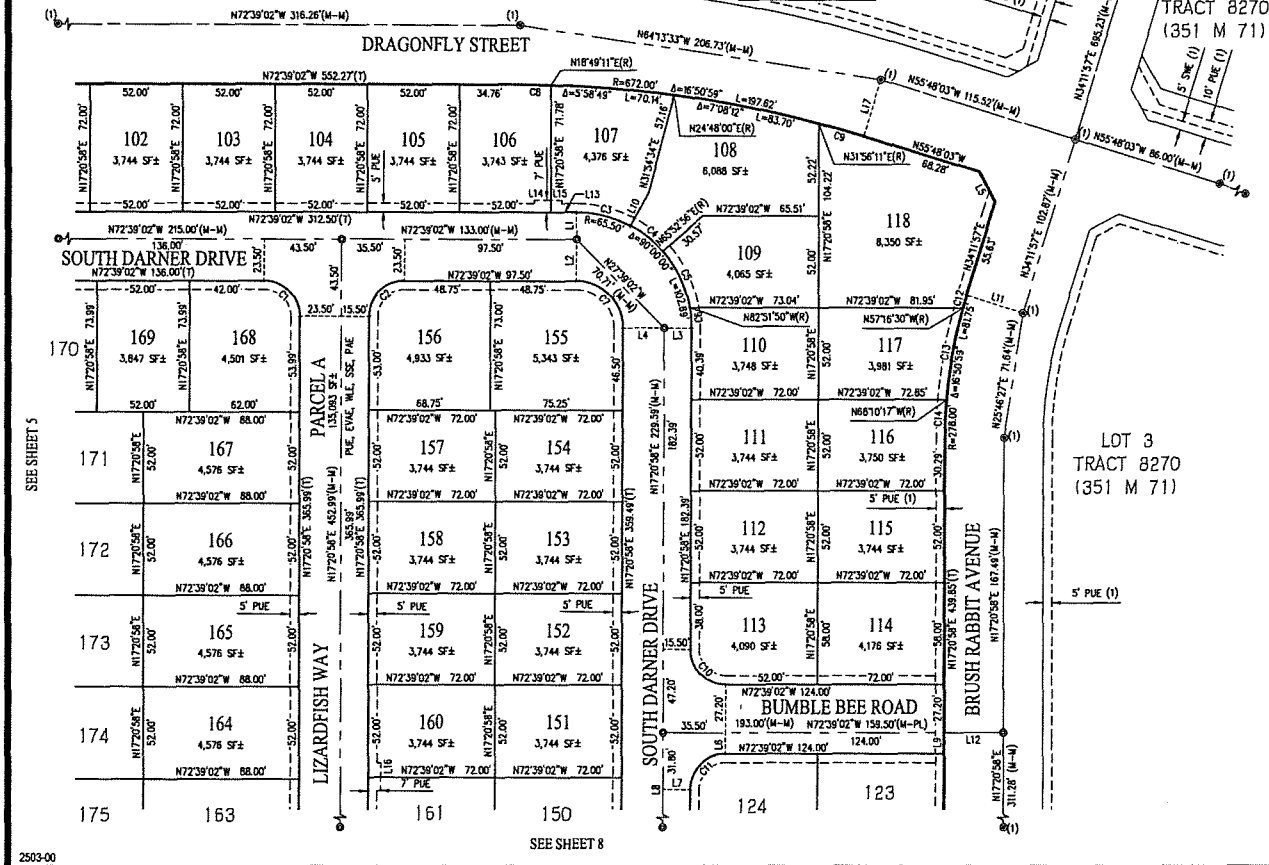
LEGEND

- SUBDIVISION BOUNDARY LINE
- RIGHT OF WAY LINE
- LOT LINE
- EASEMENT LINE
- CENTERLINE
- MONUMENT LINE
- TIE LINE
- (T) TOTAL
- (R) RADIAL
- (M-W) MONUMENT TO MONUMENT
- (M-PL) MONUMENT TO PROPERTY LINE
- (#.#.#.#) RECORD INFORMATION
- FOUND STANDARD STREET MONUMENT
- SET STANDARD STREET MONUMENT, LS 7850
- IEE INGRESS/EGRESS EASEMENT
- LEE LANDSCAPE EASEMENT
- PAE PRIVATE ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- PSOE PRIVATE STORM DRAIN EASEMENT
- SSE SANITARY SEWER EASEMENT
- SWE SIDEWALK EASEMENT
- WLE WATER LINE EASEMENT

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PM 79)
- (3) TRACT 5165 (140 M 30)
- (4) TRACT 4730 (127 M 1)

TRACT 8418
 SHEET 6 OF 8



SEE SHEET 5

SEE SHEET 8

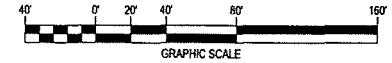
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TRACT 8418

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
 CONSISTING OF 8 SHEETS
 BEING A SUBDIVISION OF LOT 2, TRACT 8270,
 FILED DECEMBER 6, 2011, IN BOOK 351 OF MAPS AT PAGES 71-79,
 ALAMEDA COUNTY RECORDS.

Carlson, Barbee & Gibson, Inc.
 CIVIL ENGINEERS + SURVEYORS + PLANNERS
 SAN RAMON + WEST SACRAMENTO

SCALE: 1" = 40' SEPTEMBER 2018



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN
 FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN
 AS N56°08'18"W PER TRACT 8270 (351 M 71).

LEGEND

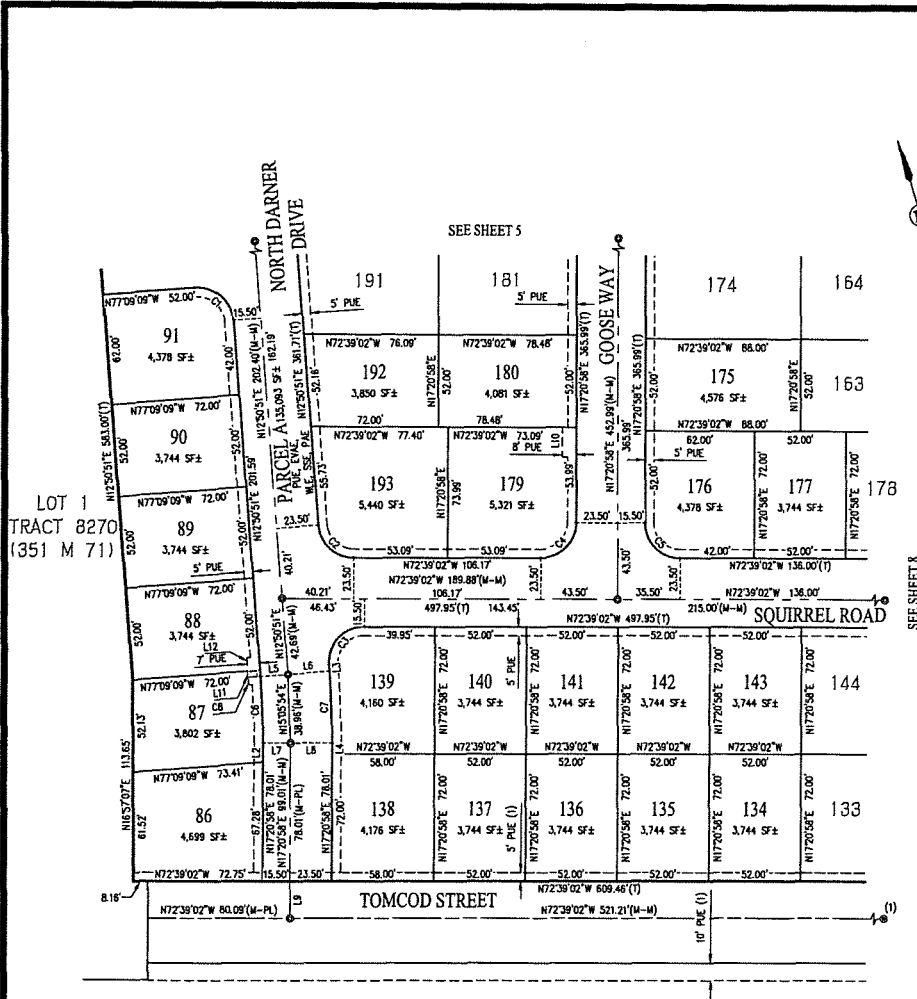
	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	MONUMENT LINE
	THE LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(#) (###)	RECORD INFORMATION
●	FOUND STANDARD STREET MONUMENT
○	SET STANDARD STREET MONUMENT, LS 7960
RE	INGRESS/EGRESS EASEMENT
LE	LANDSCAPE EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
WLE	WATER LINE EASEMENT

REFERENCES:

- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (238 PM 79)
- (3) TRACT 5185 (140 M 30)
- (4) TRACT 4730 (127 M 1)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'00"	31.42'
C2	20.00'	85°29'33"	28.84'
C3	20.00'	94°30'07"	32.99'
C4	20.00'	90°00'00"	31.42'
C5	20.00'	90°00'00"	31.42'
C6	480.50'	4°30'07"	3.775'
C7	519.50'	4°30'07"	40.82'
C8	473.50'	0°30'13"	4.16'

LINE TABLE		
NO	BEARING	LENGTH
L1	N12°50'51"E	3.59'
L2	N17°20'58"E	10.73'
L3	N12°50'51"E	3.66'
L4	N17°20'58"E	6.01'
L5	N77°09'09"W	15.50'
L6	N77°09'09"W	23.50'
L7	N72°39'02"W	15.50'
L8	N72°39'02"W	23.50'
L9	N17°20'58"E	21.00'
L10	N17°20'58"E	16.50'
L11	N12°50'51"E	3.59'
L12	N12°50'51"E	7.75'

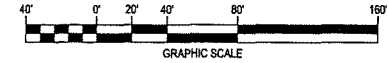


TRACT 8418

CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA
 CONSISTING OF 8 SHEETS
 BEING A SUBDIVISION OF LOT 2, TRACT 8270,
 FILED DECEMBER 4, 2017, IN BOOK 351 OF MAPS AT PAGES 71-79,
 ALAMEDA COUNTY RECORDS.

Carlson, Barbee & Gibson, Inc.
 CIVIL ENGINEERS • SURVEYORS • PLANNERS
 SAN RAMON • WEST SACRAMENTO

SCALE: 1" = 40' SEPTEMBER 2018



BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS BETWEEN
 FOUND MONUMENTS ON CHERRY STREET, THE BEARING TAKEN
 AS N56°08'18"W PER TRACT 8270 (351 M 71).

LEGEND

	SUBDIVISION BOUNDARY LINE
	RIGHT OF WAY LINE
	LOT LINE
	EASEMENT LINE
	CENTERLINE
	MONUMENT LINE
	TIE LINE
(T)	TOTAL
(R)	RADIAL
(M-M)	MONUMENT TO MONUMENT
(M-PL)	MONUMENT TO PROPERTY LINE
(#) (##) (##)#	RECORD INFORMATION
⊙	FOUND STANDARD STREET MONUMENT
⊙	SET STANDARD STREET MONUMENT, LS 7960
⊞	INGRESS/EGRESS EASEMENT
LE	LANDSCAPE EASEMENT
PAE	PRIVATE ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
PSDE	PRIVATE STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
WLE	WATER LINE EASEMENT

REFERENCES:

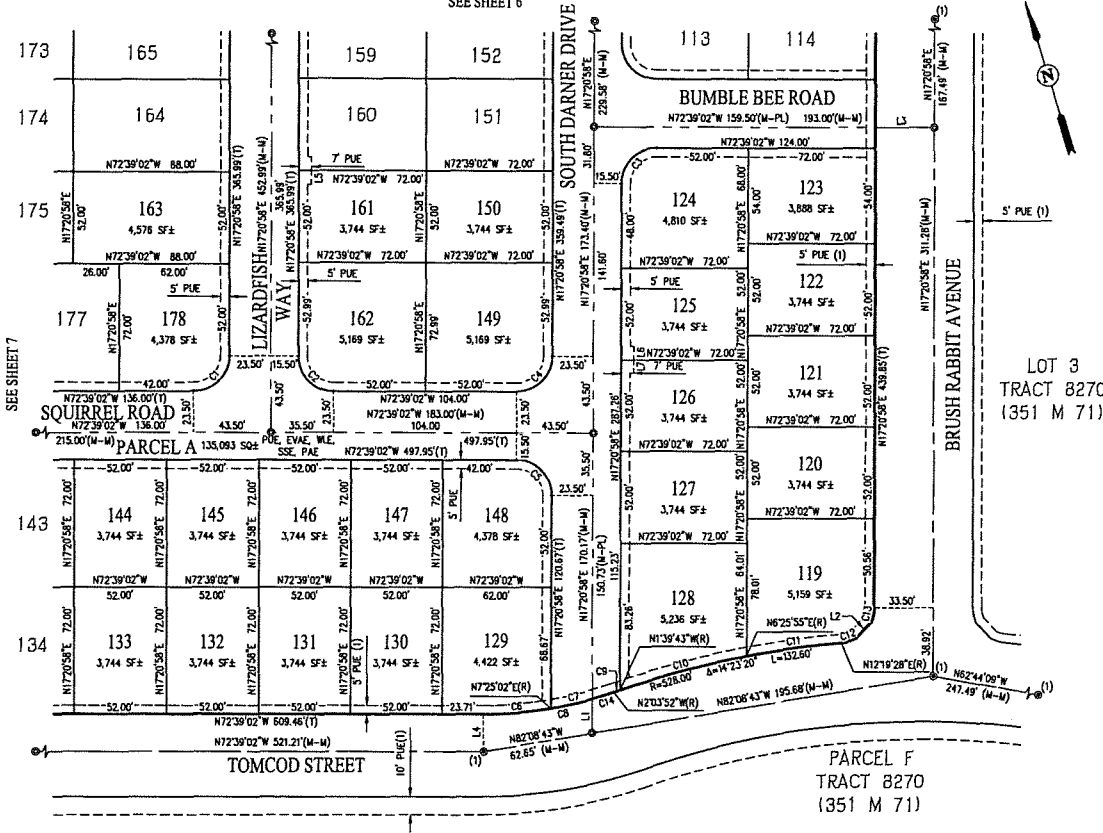
- (#) INDICATES REFERENCE NUMBER
- (1) TRACT 8270 (351 M 71)
- (2) PARCEL MAP 7255 (236 PM 79)
- (3) TRACT 5165 (140 M 30)
- (4) TRACT 4730 (127 M 1)

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'00"	31.42'
C2	20.00'	90°00'00"	31.42'
C3	20.00'	90°00'00"	31.42'
C4	20.00'	90°00'00"	31.42'
C5	20.00'	90°00'00"	31.42'
C6	222.00'	9°55'56"	38.48'
C7	222.00'	6°13'44"	24.14'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C8	222.00'	19°24'50"	75.22'
C9	528.00'	0°24'09"	3.71'
C10	528.00'	8°05'38"	74.59'
C11	528.00'	5°53'33"	54.30'
C12	20.00'	24°15'55"	8.47'
C13	20.00'	24°15'55"	8.47'
C14	222.00'	3°15'10"	12.60'

LINE TABLE		
NO	BEARING	LENGTH
L1	N17°20'58"E	18.44' (M-PL)
L2	N59°50'13"E	12.51'
L3	N72°39'02"W	33.50' (M-PL)
L4	N17°20'58"E	21.00' (M-PL)
L5	N17°20'58"E	7.74'
L6	N17°20'58"E	7.74'
L7	N17°20'58"E	7.76'

SEE SHEET 6



CITY OF NEWARK
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8418
SANCTUARY

This Subdivision Improvement Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF NEWARK, a municipal corporation (hereinafter "City"), and ARROYO CAP III, LLC, a Delaware limited liability company (hereinafter "Developer"). City and Developer may be collectively referred to herein as the "parties."

RECITALS

- A.** In accordance with the Subdivision Map Act (California Government Code Sections 66410, *et seq.*), and the Subdivision Ordinance (Newark Municipal Code, Title 16, Chapters 16.04, 16.08, 16.12, 16.16, 16.20, and 16.32), and the Street Ordinance (Newark Municipal Code, Title 12, Chapters 12.04 and 12.08), the Developer has submitted to the City a Final Map (hereinafter "Final Map") for the Project known as Tract 8418 Sanctuary in Newark, California (hereinafter "Project").
- B.** The Project is geographically located within the boundaries of the Tentative Tract Map known as "Vesting Tentative Map Tract 8270, Sanctuary". The Tentative Map is on file with the City Engineer, and is incorporated herein by reference.
- C.** The City's approval of the Tentative Map was subject to specified conditions of approval (hereinafter "Conditions"). The Conditions are on file with the City Engineer, and are incorporated herein by reference.
- D.** LS-Newark, LLC ("Landsea") has the right to acquire the Real Property from Developer pursuant to that certain Option Agreement dated June 30, 2017 between Developer and Landsea.
- E.** Improvement Plans and Specifications have been prepared on behalf of the Developer, and approved by the City Engineer, which describe the improvements which are required to be constructed by the Developer. The term "Plans and Specifications" shall include:
- *Improvement Plans for Sanctuary Village 2 Tract 8418*, dated _____, 2018, prepared by Carlson, Barbee & Gibson, Inc., ___ pages, approved by the City Engineer on _____, 2018

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8418 Sanctuary**

The Plans and Specifications are on file with the City Engineer, and are incorporated herein by reference.

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

1. **SCOPE OF WORK.** The Developer shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions (hereinafter “Work”), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at the Developer’s sole cost and expense. No change shall be made to the Scope of Work unless authorized in writing by the City Engineer.
2. **PERMITS, LICENSES, AND COMPLIANCE WITH LAW.** The Developer shall, at the Developer’s expense, obtain and maintain all necessary permits and licenses for the performance of the Work. The Developer shall comply with all local, state, and federal laws, whether or not said laws are expressly stated in this Agreement.
3. **DEVELOPER’S AUTHORIZED REPRESENTATIVE.** At all times during the progress of the Work, Developer shall have a competent foreperson or superintendent (hereinafter “Authorized Representative”) on site with authority to act on behalf of the Developer. The Developer shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Authorized Representative. The Developer shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of all contractors and subcontractors performing the Work.
4. **IMPROVEMENT SECURITY.** The Developer shall, or cause its contractor, LS-Newark, LLC, a Delaware Limited Liability Company (hereinafter “LS-Newark”), to furnish faithful performance and labor and material security concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work. The Developer shall, or cause LS-Newark, to furnish warranty security prior to the City’s acceptance of the Work. The form of the security shall be as authorized by the Subdivision Map Act (including Government Code Sections 66499, *et seq.*) and the Newark Municipal Code, and as set forth below:
 - 4(a). **Faithful Performance.** Performance Bonds in the amount of \$2,372,000.00 to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8418 Sanctuary**

complete) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.

4(b). Labor and Material. Materials Bonds in the amount of \$1,186,000.00 to secure payment by the Developer to laborers and materialmen pursuant to Government Code Sections 66499.2, 66499.3, and 66499.4.

4(c). Warranty. Performance Bonds in the amount of \$237,200.00 to secure faithful performance of this Agreement (from the date on which the City accepts the Work as complete until one year thereafter) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.

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

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

6(a). Minimum Insurance Levels. Developer shall, or cause LS-Newark to, maintain insurance at the following minimum levels:

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

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

CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
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6(a)(3). Workers' Compensation coverage as required by the State of California.

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

6(c). Endorsements. The insurance policies shall be endorsed as follows:

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

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

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

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

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

7. REPORTING DAMAGES. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Developer shall immediately notify the City Engineer's office by telephone at 510-578-4589, and Developer shall promptly

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
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submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) a detailed description of the damage (including the name and address of the injured or deceased person(s), and a description of the damaged property), (b) name and address of witnesses, and (c) name and address of any potential insurance companies.

- 8. INDEMNIFICATION.** To the fullest extent permitted by law, Developer shall indemnify, hold harmless, and defend the City (including its elected officials, officers, volunteers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from performance, or failure to perform, under this Agreement (with the exception of the sole negligence or willful misconduct of the City).
- 9. TIME OF PERFORMANCE.** Time is of the essence in the performance of the Work, and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. The Developer shall submit all requests for extensions of time to the City, in writing, no later than ten (10) days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

 - 9(a). Commencement of Work.** No later than fifteen (15) days prior to the commencement of Work, the Developer shall provide written notice to the City Engineer of the date on which the Developer shall commence Work. The Developer shall not commence Work until after the notice required by this section is properly provided, and the Developer shall not commence Work prior to the date specified in the written notice.
 - 9(b). Schedule of Work.** Concurrently with the written notice of commencement of Work, the Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary to accurately reflect the Developer's prosecution of the Work.
 - 9(c). Completion of Work.** The Developer shall complete all Work by no later than two (2) years after the City's execution of this Agreement.
- 10. INSPECTION BY THE CITY.** In order to permit the City to inspect the Work, the Developer shall, at all times, provide to the City proper and

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8418 Sanctuary**

safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

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

11(a). The Developer shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exist:

11(a)(1). The Developer is insolvent, bankrupt, or makes a general assignment for the benefit of its creditors.

11(a)(2). The Developer abandons the Project site.

11(a)(3). The Developer fails to perform one or more requirements of this Agreement.

11(a)(4). The Developer fails to replace or repair any damage caused by Developer or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

11(a)(5). The Developer violates any legal requirement related to the Work.

11(b). In the event that the Developer fails to cure the default, the City may, in the discretion of the City Engineer, take any or all of the following actions:

11(b)(1). Cure the default and charge the Developer for the costs therefor, including administrative costs and interest in an amount equal to seven percent (7 %) per annum from the date of default.

11(b)(2). Demand the Developer to complete performance of the Work.

11(b)(3). Demand the Developer’s surety (if any) to complete performance of the Work.

- 12. ACCEPTANCE OF WORK.** Prior to acceptance of the Work by the City Engineer, the Developer shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. The Developer’s obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
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obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Engineer has accepted the Work as complete.

13. **WARRANTY PERIOD.** The Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City. In the event that (during the one year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Developer under this Agreement, the Developer shall be in default.
14. **RELATIONSHIP BETWEEN THE PARTIES.** Developer is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, contractors, or subcontractors, including any negligent acts or omissions. Developer is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.
15. **CONFLICTS OF INTEREST PROHIBITED.** Developer (including its employees, agents, contractors, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Developer maintains or acquires a conflicting interest, any contract with the City (including this Agreement) involving Developer's conflicting interest may be terminated by the City.
16. **NONDISCRIMINATION.** Developer shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Developer shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex.
17. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
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TO: City of Newark
Attn: City Engineer
37101 Newark Boulevard
Newark, CA 94560

To: Arroyo Cap III, LLC
c/o LS-Newark, LLC
3130 Crow Canyon Place #325
San Ramon, Ca 94583
Attn: Jeffrey Brouelette
Alec Tappin

- 18. HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
- 19. SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
- 20. GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.
- 21. ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
- 22. ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Developer's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
- 23. MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- 24. WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

**CITY OF NEWARK – SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8418 Sanctuary**

- 25. CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
- 26. ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the Work described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.
- 27. SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Developer and the City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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

ARROYO CAP III, LLC
a Delaware limited liability company

CITY OF NEWARK,
a municipal corporation

By: ARROYO CAPITAL, LLC
a Delaware limited liability company
its sole member

By: _____
Alan L. Nagy, Mayor

By: _____
Jeffrey Brouelette
Principal

ATTEST:

Sheila Harrington, City Clerk

APPROVED AS TO FORM:

David J. Benoun, City Attorney

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING W2018-006, A WAIVER REQUEST
TO ALLOW UP TO 10% RELIEF FROM DIMENSIONAL
REQUIRMENTS OF REQUIRED SETBACKS FOR TRACT
8418 – SANCTUARY VILLAGE 2

WHEREAS, LS-Newark LLC has filed with the City of Newark an application for a waiver request to allow up to 10% relief from dimensional requirements of required setbacks for Tract 8418; and

PURSUANT to the Newark Zoning Ordinance Section 17.37.30.B, the City Council in its regular meeting reviewed the said application at 7:30 p.m. on September 27, 2018 at the City Administration Building, 37101 Newark Boulevard, Newark, California; and

WHEREAS, pursuant to Chapter 17.37 (Waivers), Section 17.37.040 (Required Findings) of Newark Zoning Ordinance, the City Council hereby makes the following findings:

- A. The waiver is necessary due to the physical characteristics of the property and the proposed use or structure or other circumstances, including, but not limited to, topography, noise exposure, irregular property boundaries, or other unusual circumstance.
- B. There are no alternatives to the requested waiver that could provide an equivalent level of benefit to the applicant with less potential detriment to surrounding owners and occupants or to the general public.
- C. The granting of the requested waiver would not be detrimental to the health or safety of the public or the occupants of the property or result in a change in land use or density that would be inconsistent with the requirements of this Ordinance.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approves this application as shown on Exhibit A, Final Map for Tract 8418 subject to compliance with the following conditions:

Planning Division

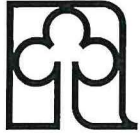
- a. The project shall conform to all the conditions of Tract Map 8418.

- b. The waiver shall apply to lots 92, 96, 97, 101, 108, 113, 118 and 129.

General

- c. 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.
- d. If any condition of this Waiver be declared invalid or unenforceable by a court of competent jurisdiction, this waiver shall terminate and be of no force and effect, at the election of the City Council on motion.
- e. 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.
- f. In the event that any person should bring an action to attack, set aside, void or annul the City's approval of this, 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.
- g. 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.



City of Newark

MEMO

DATE: September 17, 2018
TO: City Council
FROM: Sheila Harrington, City Clerk *SH*
SUBJECT: Approval of Audited Demands for the City Council Meeting of September 27, 2018.

REGISTER OF AUDITED DEMANDS


US Bank General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
September 06, 2018	Page 1	115638 to 115682	Inclusive
September 14, 2018	Page 1-2	115683 to 115750	Inclusive



City of Newark

MEMO

DATE: September 17, 2018
TO: Sheila Harrington, City Clerk
FROM: Krysten Lee, Finance Manager 
SUBJECT: Approval of Audited Demands for the City Council Meeting of September 27, 2018.

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

Final Disbursement List. Check Date 09/06/18, Due Date 09/17/18, Discount Date 09/17/18. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115638	10658	4LEAF, INC.	09/06/18	1,240.87	PLAN REVIEW SERVICES
115639	332	ADAMSON POLICE PRODUCTS	09/06/18	212.67	MISC PURCHASES
115640	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	09/06/18	1,432.02	PAYROLL - SHORT TERM DISABILITY PREMIUM
115641	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	09/06/18	841,744.58	FIRE SERVICES
115642	10662	ALLIANT INSURANCE SERVICES ATTN: ACCOUNT	09/06/18	9,468.00	SPECIAL EVENT INSURANCE
115643	134	BATTERY SYSTEMS INC ATTN: ACCOUNTS RECEI	09/06/18	105.27	FLEET SUPPLIES BATTERIES
115644	1131	BAY ISLAND OFFICIALS ASSOCIATION ATTN FR	09/06/18	754.00	SPORTS OFFICIATING
115645	9888	BUREAU VERITAS NORTH AMERICA INC.	09/06/18	1,015.42	PLAN REVIEW SERVICES
115646	11550	CAL ENGINEERING & GEOLOGY, INC.	09/06/18	2,990.00	GEOTECH PEER REVIEW FOR TRUMARK TRACT 84
115647	860	CALPELRA	09/06/18	2,120.00	CALPELRA TRAINING FOR HELEN QUE-GARCIA
115648	1521	MICHAEL CARROLL	09/06/18	886.75	EXPENSE REIMBURSEMENT
115649	10060	COMCAST	09/06/18	218.14	CABLE SVCS
115650	11032	CUBE SOLUTIONS	09/06/18	1,394.69	CIP #1174: CITYWIDE WORK STATION - ERGO
115651	10650	TRAVIS HELLEWELL	09/06/18	275.00	CIVIL SUBPOENA DEPOSIT RTN
115652	10793	JYOTI PADILLA	09/06/18	679.00	CLASS REFUND
115653	10793	LADAYO MITCHELL	09/06/18	84.00	CLASS REFUND
115654	10793	MARIANA GARCIA	09/06/18	31.25	CLASS REFUND
115655	7631	DELTA DENTAL	09/06/18	14,312.50	DENTAL PREMIUM - AUG'18
115656	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	09/06/18	437.13	DENTAL PREMIUM - AUG'18
115657	380	DEPARTMENT OF SOCIAL SERVICES	09/06/18	484.00	ANNUAL LICENSE FEE FOR CHILD CARE PROGRA
115658	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	09/06/18	1,761.00	VISION PREMIUM
115659	1733	FIRST BAPTIST CHURCH	09/06/18	80.00	PAYROLL DEDUCTION - DONATION AUG'18
115660	11566	PHALATSAMY HUYNH	09/06/18	2.18	EXPENSE REIMBURSEMENT
115661	11546	INDUSTRIAL PLUMBING SUPPLY, LLC.	09/06/18	33.72	PLUMBING SUPPLIES
115662	11494	KANEN TOURS, INC.	09/06/18	2,530.00	BOHEMIAN AND BUBBLY TRIP 08/29/18
115663	7189	LINCOLN AQUATICS	09/06/18	318.56	SUPPLIES FOR THE POOL
115664	11649	MACLEOD WATTS, INC.	09/06/18	6,600.00	ACTUARIAL VALUATION & REPORT OF OBEP FUN
115665	7618	METLIFE SBC	09/06/18	1,638.47	LONG TERM DISABILITY PREMIUM
115666	9029	MEYERS NAVE RIBACK SILVER & WILSON	09/06/18	7,276.50	LITIGATION & LEGAL CONSULTING SRVCS
115667	5681	OMNI MEANS A GHD COMPANY	09/06/18	1,308.00	FY18-19 TRAFFIC ENGINEERING AND TRANSPOR
115668	349	PACIFIC GAS & ELECTRIC	09/06/18	60.21	STREETLIGHTS AND TRAFFIC SIGNALS
115669	329	PHOENIX GROUP INFORMATION SYSTEMS	09/06/18	308.20	PARKING CITATION PROGRAM
115670	11573	REYES COCA-COLA BOTTLING LLC.	09/06/18	296.60	CAFE AND PARTY DRINKS
115671	654	SFPUC-WATER DEPARTMENT CUSTOMER SERVICE	09/06/18	3,259.60	RENT/WATER
115672	112	WILLE ELECTRICAL SUPPLY CO INC	09/06/18	103.52	LIGHT BULBS
115673	5212	SIEMENS INDUSTRY, INC C/O CITYBANK (BLDG	09/06/18	5,195.00	SILLIMAN CONTRACTUAL SVCS
115674	11411	SOFTWAREONE, INC.	09/06/18	28,094.29	MICROSOFT ENTERPRISE LICENSE YEAR 2 OF 3
115675	40	STAPLES ADVANTAGE DEPT LA	09/06/18	1,475.66	OFFICE SUPPLIES
115676	197	CALIFORNIA DEPARTMENT OF TAX AND FEE ADM	09/06/18	868.96	FEES
115677	2342	TELEPATH CORPORATION	09/06/18	672.17	VEHICLE BUILD OUT PRJ#2017-28
115678	11542	TRB + ASSOCIATES, INC.	09/06/18	284.51	PLAN REVIEW SERVICES
115679	9541	UNITED SITE SERVICES	09/06/18	1,025.37	BATHROOMS FOR WATERLINE REPAIR
115680	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	09/06/18	261.24	PAYROLL PREMIUM - E0246926
115681	11650	USOAC, UNITED SENIORS OF OAKLAND AND ALA	09/06/18	135.00	TRANSPORT TO SR. HEALTHY LIVING FEST
115682	5623	VERIZON WIRELESS	09/06/18	418.11	CELL SERVICE FOR TRAKIT IPADS
Total				943,892.16	

Final Disbursement List. Check Date 09/14/18, Due Date 09/24/18, Discount Date 09/24/18. Computer Checks.
 Bank 1001 US

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115683	10	ABC FIRE PROTECTION INC	09/14/18	283.13	BUILDING MAINT
115684	332	ADAMSON POLICE PRODUCTS	09/14/18	395.04	MISC PURCHASES
115685	1396	ALAMEDA COUNTY FIRE DEPARTMENT ATTN: ACC	09/14/18	3,755.69	FIRE QUINT REPAIR
115686	344	ALAMEDA COUNTY WATER DISTRICT	09/14/18	111,699.53	CITY WATER USE
115687	14	ALPINE AWARDS	09/14/18	1,351.52	POLOS
115688	11362	ANNETTE PAREDES	09/14/18	16.66	EXPENSE REIMBURSEMENT
115689	4534	BAY AREA BARRICADE SERVICE INC	09/14/18	35.02	SIGNS AND HARDWARE
115690	23	FRANK BONETTI PLUMBING INC	09/14/18	6,015.00	SINK REPAIR AT COMM CTR
115691	9888	BUREAU VERITAS NORTH AMERICA INC.	09/14/18	24,125.49	PLAN REVIEW SERVICES
115692	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	09/14/18	1,753.11	TRAFFIC SIGNAL MAINTENANCE
115693	5337	CDW GOVERNMENT INC	09/14/18	6,395.13	50 LG MONITORS #2019-5
115694	33	CENTRAL TOWING & TRANSPORT LLC	09/14/18	50.00	TOWING SVCS
115695	214	CENTRAL VETERINARY HOSPITAL	09/14/18	599.13	VET SVCS MAY 2018
115696	11413	CINDY K. HULL & ASSOCIATES FORENSIC CONS	09/14/18	187.50	LATENT PRINTS
115697	11549	CSG CONSULTANTS, INC.	09/14/18	800.00	OUTSIDE IMPROVEMENT PLAN CHECK FEES FOR
115698	10650	MIGUEL TELLEZ	09/14/18	1,000.00	DANCE PERMIT DEPOSIT REFUND
115699	10649	SKYLINE CONSTRUCTION, INC.	09/14/18	73.00	BUSINESS LICENSE REFUND
115700	10793	INSPIRE CHURCH	09/14/18	300.00	RENTAL DEPOSIT REFUND
115701	10793	CANDI YIP	09/14/18	300.00	RENTAL DEPOSIT REFUND
115702	10793	SHRI GURU RAVIDAS SABHA BAY AREA	09/14/18	300.00	RENTAL DEPOSIT REFUND
115703	10793	VERONICA MONTANO	09/14/18	300.00	RENTAL DEPOSIT REFUND
115704	41	DALE HARDWARE	09/14/18	395.64	FLEET SUPPLIES
115705	10794	DUKE DE LEON	09/14/18	180.00	VIDEO RECORDING SERVICES
115706	10725	VINCENT KIMBROUGH	09/14/18	1,377.17	EE COMPUTER LOAN PROGRAM
115707	310	EQUIFAX INFORMATION SVCS LLC	09/14/18	50.43	CREDIT BUREAU REPORTS
115708	4731	EWING IRRIGATION PRODUCTS INC	09/14/18	2,252.04	IRRIGATION SUPPLIES
115709	11596	SAMANTHA FALLON	09/14/18	32.70	EXPENSE REIMBURSEMENT
115710	10642	FASTENAL COMPANY	09/14/18	155.53	MISC PARK SUPPLIES
115711	5106	CITY OF FREMONT REVENUE DIVISION	09/14/18	800.00	TRI CITY ELDER COALITION SENIORS' NIGHT
115712	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: P	09/14/18	702.38	FLEET SUPPLIES
115713	11652	MITCHELL FRENTESCU	09/14/18	378.23	EXPENSE REIMBURSEMENT
115714	11157	JASON GERMANO	09/14/18	200.00	RESERVE UNIF ALLOW
115715	11636	JESSICA GURULE	09/14/18	7.91	EXPENSE REIMBURSEMENT
115716	4845	HINDERLITTER DELLAMAS & ASSOCIATES	09/14/18	12,424.81	SALES TAX CONSULTING/AUDIT SERVICES
115717	1591	PHILIP H HOLLAND	09/14/18	200.00	RESERVE UNIF ALLOW
115718	10663	HOSE & FITTING ETC	09/14/18	136.47	MISC PARTS
115719	7593	BRUCE HOWCROFT	09/14/18	200.00	RESERVE UNIF ALLOW
115720	2540	DEOL OIL JARVIS SHELL	09/14/18	1,974.56	PATROL VEHICLE CLEANING
115721	9904	CYNTHIA M KIRBY	09/14/18	2,550.00	POLYGRAPH TESTS
115722	277	LAKESHORE LEARNING MATERIALS	09/14/18	500.33	CHILD CARE SUPPLIES
115723	3644	RELX INC. DBA LEXISNEXIS	09/14/18	176.00	ONLINE LEGAL RESOURCE SUBSCRIPTION
115724	11309	MANUEL FERNANDEZ CONSTRUCTION	09/14/18	4,550.00	SILLIMAN MAINTENANCE
115725	11530	JESUS MERO	09/14/18	86.01	EXPENSE REIMBURSEMENT
115726	6	KAREN MORALDA	09/14/18	61.95	EXPENSE REIMBURSEMENT
115727	11613	NEOLOGY INC.	09/14/18	56,150.00	EQUIP REPL ALPRS SYSTEMS APPR# 18-20
115728	10865	NEW IMAGE LANDSCAPE	09/14/18	15,846.30	CONTRACT EXTRA WORK
115729	11325	OFFICE RELIEF, INC.	09/14/18	427.54	CIP #1136 CITYWIDE WORKSTATION REPLACEME
115730	349	PACIFIC GAS & ELECTRIC	09/14/18	52.10	STREETLIGHTS AND TRAFFIC SIGNALS
115731	9248	PAPE MACHINERY	09/14/18	4,421.61	FLEET REPAIRS
115732	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	09/14/18	142.00	PEST CONTROL
115733	11640	PLAN JPA C/O BICKMORE	09/14/18	2,591.75	DEDUCTIBLE COSTS

Final Disbursement List. Check Date 09/14/18, Due Date 09/24/18, Discount Date 09/24/18. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
115734	11591	PORTER RENTS, LLC.	09/14/18	1,206.58	FORKLIFT RENTAL
115735	10891	ADONAI PERAZIM INC. dba PRINTS CHARLES R	09/14/18	436.52	PRINT JOBS
115736	8813	PROFORCE LAW ENFORCEMENT	09/14/18	2,957.77	TASER SUPPLIES
115737	4346	QUALITY SIGN & BANNER	09/14/18	279.79	CIP #1179 AC OVERLAY SBI SIGNAGE
115738	11234	RAY MORGAN COMPANY	09/14/18	2,653.01	COPIER LEASE AGREEMENT
115739	11573	REYES COCA-COLA BOTTLING LLC.	09/14/18	731.04	CAFE AND PARTY DRINKS
115740	11533	ST. FRANCIS ELECTRIC. LLC.	09/14/18	14,523.25	STREETLIGHT MAINTENANCE
115741	676	SUMMIT UNIFORMS CORP	09/14/18	1,475.97	MOTOR OFFICER CLOTHING/SUPPLIES
115742	5463	MARY TEIXEIRA	09/14/18	10.91	EXPENSE REIMBURSEMENT
115743	1765	TEMPERATURE TECHNOLOGY INC.	09/14/18	9,509.54	PROJECT 1144 CITYWIDE HVAC
115744	6797	US BANK CORPORATE PAYMENT	09/14/18	16,929.77	US BANK CC PAYMENT 08/22/18
115745	7517	U S FOODS INC SAN FRANCISCO	09/14/18	686.99	FOOD FOR CAFE
115746	363	UNITED STATES POSTMASTER	09/14/18	2,599.00	POSTAGE
115747	10998	GARY M SHELDON VBS SERVICES	09/14/18	250.00	BLOOD WITHDRAWAL SVC
115748	11651	VERDE DESIGN INC	09/14/18	19,599.65	DESIGN SERVICES FOR CIP #1192 SPORTSFIEL
115749	5623	VERIZON WIRELESS	09/14/18	93.62	GPS TRACKERS
115750	5623	VERIZON BUSINESS SERVICES	09/14/18	614.32	CELL SVC FOR MDT'S
Total				343,316.14	

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