

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, February 28, 2019

- A. ROLL CALL

 - B. MINUTES
 - B.1 Approval of Minutes of the City Council meeting of February 14, 2019.
(MOTION)

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

 - D. WRITTEN COMMUNICATIONS

 - E. PUBLIC HEARINGS
 - E.1 Hearing to consider approving 21 single-family homes at 6179 Robertson Avenue by: adopting resolutions approving a Planned Development Plan and Vesting Tentative Map 8462, and introducing an Ordinance establishing a Planned Overlay District and a Planned Development Plan – from Assistant City Manager Grindall. RESOLUTIONS (2) ORDINANCE

 - F. CITY MANAGER REPORTS

(It is recommended that Item F.1 be acted on unless separate discussion and/or action is requested by a Council Member or a member of the audience.)
- CONSENT
- F.1 Approval to Public Safety Dispatcher classification by amending the Employee Classification Plan and the Memorandum of Understanding between the City of Newark and the Newark Police Association from Police Chief Carroll and Human Resources Director Abe. (RESOLUTIONS – 2)

NONCONSENT

F.2 Approval of a Contractual Services Agreement with Vanir Construction Management, Inc. to provide professional construction management services for the New Civic Center, Project 1188 – from Chief Building Official/City Architect Collier. (RESOLUTION)

G. CITY ATTORNEY REPORTS

H. ECONOMIC DEVELOPMENT CORPORATION

I. CITY COUNCIL MATTERS

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

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

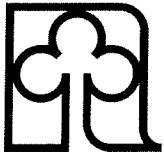
Approval of Audited Demands. (MOTION)

M. CLOSED SESSION

N. ADJOURNMENT

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

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



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City Administration Building
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AGENDA

Thursday, February 28, 2019

CITY COUNCIL:

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

CITY STAFF:

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

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

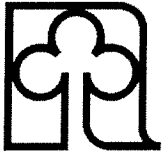
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|-------------------------------------|-------------------------|
| A. ROLL CALL | I. COUNCIL MATTERS |
| B. MINUTES | J. SUCCESSOR AGENCY |
| C. PRESENTATIONS AND PROCLAMATIONS | TO REDEVELOPMENT AGENCY |
| D. WRITTEN COMMUNICATIONS | K. ORAL COMMUNICATIONS |
| 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, February 14, 2019

A. ROLL CALL

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

B. MINUTES

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

MOTION APPROVED

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

C. PRESENTATIONS AND PROCLAMATIONS

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

Mayor Nagy presented commendations to Mission Peak District of the Boy Scouts of America, Troop 186 members: Matthew Jacobs, Arsh Hothi, and Shray Khanna. Each of them has been awarded the rank of Eagle Scout.

C.2 Introduction of employee.

Mayor Nagy introduced Sofia Mangalam, who was promoted to Senior Planner.

D. WRITTEN COMMUNICATIONS

E. PUBLIC HEARINGS

F. CITY MANAGER REPORTS

Council Member Hannon requested the removal of item F.4 for separate consideration.

Council Member Bucci moved, Council Member Hannon seconded, to approve Consent Calendar Items F.1 through F.3 and F.5 through F.7, that the resolutions and ordinances be numbered consecutively, and that reading of the titles suffice for adoption. The motion passed, 4 AYES, 1 ABSENT.

CONSENT

- F.1 Second reading and adoption of an ordinance to amend Newark Municipal Code Chapter 6.28 Regulations - Generally to address shelter, food and water requirements for animals kept outside. ORDINANCE NO. 511**
- F.2 Second reading and adoption of an ordinance to establish a Planned Development Overlay District at 36304 to 36310 Newark Boulevard for Classics at Newark nine single family homes project. ORDINANCE NO. 512**
- F.3 Second reading and adoption of an ordinance for a rezoning of a 17.4-acre portion of Vesting Tentative Tract Map 8453 from Business and Technology Park (BTP) to Residential Medium Density with Form Based Code (RM-FBC) and Planned Development Overlay District (PD) and rezoning of a 5-acre site from Business and Technology Park (BTP) to Park (PK) for property located west of Hickory Street and Enterprise Drive. ORDINANCE NO. 513**
- F.5 Approval of the Used Oil Payment Program planned expenditures for fiscal years 2018-2019 and 2019-2020 and an amendment to the 2018-2020 Biennial Budget and Capital Improvement Plan. RESOLUTION NO. 10893**
- F.6 Approval of the recommendation from the Community Development Advisory Committee for allocation of anticipated Community Development Block Grant Jurisdiction Improvement Project funds for fiscal year 2019-2020. MOTION APPROVED**
- F.7 Amendment of the 2018-2020 Biennial Budget and Capital Improvement Plan to include two position control adjustments for previously budgeted reclassifications in the Public Works Department. RESOLUTION NO. 10894**

NONCONSENT

- F.4 Initiation of proceedings and declaration of intention to order the formation of Zone 2 – Sanctuary of Landscaping and Lighting District No. 4 including an increase of the Maximum Assessment Rate, approval of the Preliminary Engineer’s Report, and setting an April 11, 2019 public hearing date. Change numbers for resolutions RESOLUTION NO. 10895**

Council Member Hannon requested that the method of apportionment description on page 3 of the Engineer’s Report highlight the City’s apportionment share as described later in the Engineer’s Report. He further requested that the City Manager notify the City Council if the Homeowners Association fails to maintain the medians.

Moved by Council Member Hannon, seconded by Council Member Freitas, to approve, by resolution: (1) initiate proceedings for the creation of Zone 2 – Sanctuary of Landscaping and Lighting District No. 4 and increase of Maximum Assessment Rate, (2) approve the Preliminary Engineer’s Report, with the revisions to Page 3 as requested at the meeting, (3) declare the intention to order the formation of Zone 2 – Sanctuary of the assessment district and to increase the Maximum Assessment Rate, and (4) set the Public Hearing date on April 11, 2019. The motion passed 4 AYES, 1 ABSENT.

- F.8 Second reading and adoption of an ordinance to establish a Planned Development Overlay District at 37256 Magnolia Street, 37280 Magnolia Street and 6849 Baine Avenue for 10 single family homes. ORDINANCE NO. 514**

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

City Manager Benoun gave the report recommending approval.

Council Member Bucci moved, Council Member Hannon seconded to adopt the ordinance establishing a Planned Development Overlay District at 37256 Magnolia Street, 37280 Magnolia Street and 6849 Baine Avenue (APNs 92-61-12-1, 92-61-12-2 and 92-61-11). The motion passed, 3 AYES, 1 ABSENT (Collazo), 1 RECUSED (Freitas).

Council Member Freitas returned to the City Council Chambers.

- F.9 Approval of a Contractual Services Agreement with Vanir Construction Management, Inc. to provide professional construction managements services for the New Civic Center, Project 1188.**

City Manager Benoun stated this item would be rescheduled for a future meeting.

G. CITY ATTORNEY REPORTS**H. ECONOMIC DEVELOPMENT CORPORATION****I. CITY COUNCIL MATTERS****I.1 Appointments to the Community Development Advisory Committee.****RESOLUTION NO. 10896**

Mayor Nagy recommended the appointments of Lori Bogisich and Olga Borjon to the Community Development Advisory Committee.

Council Member Bucci moved, Council Member Hannon seconded to by resolution, approve the appointments of Lori Bogisich and Olga Borjon to the Community Development Advisory Committee. The motion passed, 4 AYES, 1 ABSENT.

Mayor Nagy wished everyone a Happy Valentine's Day.

Council Member Bucci requested that the City Council adjourn the meeting in honor of his grandfather James Joseph Bucci, who died Monday night. The City Council extended their condolences to the Bucci family.

Council Member Hannon stated that Stopwaste.org has a recycling tool on their website that he suggested linking to the City website. He thanked Officer Lenz who took his nephew on a ride along. Council Member Hannon complimented Mayor Nagy's presentation at the Alameda County Mayor's Conference.

J. CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY**K. ORAL COMMUNICATIONS****L. APPROPRIATIONS****Approval of Audited Demands.****MOTION APPROVED**

City Clerk Harrington read the Register of Audited Demands: Check numbers 116716 to 116907.

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

M. CLOSED SESSION

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

At 8:02 p.m. the City Council recessed to a closed session.

At 8:08 p.m. the City Council convened in closed session.

At 8:53 p.m. the City Council reconvened in open session.

Interim City Attorney Kokotaylo reported that because final approval rests with another 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 party.

N. ADJOURNMENT

At 8:53 p.m. Council Member Hannon moved, Council Member Freitas seconded, to adjourn the regular City Council meeting in memory of James Joseph Bucci. The motion passed, 4 AYES, 1 ABSENT.

C.1 Introduction of new employees.

Background/Discussion – Police Officers Mitchell Frentescu and Shawn Torres will be introduced at the City Council meeting.

E.1 Hearing to consider approving 21 single-family homes at 6179 Robertson Avenue by: adopting resolutions approving a Planned Development Plan and Vesting Tentative Map 8462, and introducing an Ordinance establishing a Planned Overlay District and a Planned Development Plan – from Assistant City Manager Grindall.

RESOLUTIONS (2) ORDINANCE

Background/Discussion - Lafferty Communities has submitted an application for a 21 single-family home lot subdivision project. The project area is approximately 3.9 acres in size, roughly rectangular in shape, and is surrounded by low density residential. The project site is a partially vacant lot with structures located on the south side, including two houses, a shed, and a large fenced animal containment area. The site is zoned RS-7000 (Single Family Residential) with a Low Density Residential general plan land use designation.

Careful attention was given to the layout of the new lots to provide the streetscape with visual interest and attractiveness and continue the feel of the existing neighborhood. Each home perimeter would include a 6-foot high redwood fence and vehicular access would be off Robertson Avenue, Pomegranate Avenue, and Honeysuckle Drive. This project will extend Pomegranate Avenue and Honeysuckle Drive to the center of the project and end at back-to-back cul-de-sacs. This would allow pedestrian and emergency vehicle connectivity through the neighborhood but maintain the intimate neighborhood feel by preventing vehicular traffic to pass through Pomegranate Avenue and Honeysuckle Drive.

The project consists of twenty-one new single-family homes with single and two story floor plans. The development will consist of four plan home types. The homes sizes range between 2,368 – 2,999 square feet in size and consist of 3-4 bedrooms, 2.5-3.5 bathrooms, with an attached 2-car garage. Each home was designed with a distinct main entry porch, articulated roof lines, decorative gable ends, and pop-out elements. Exterior materials consist of stone veneer, siding, stucco, trim treatments, decorative doors, wood columns, wood outlookers, and concrete roof tiles. The variety of architecture finishes and textures will complement the existing surrounding neighborhood.

Landscaping will be installed along all street fronts, including the cul-de-sac areas. In total the project will provide 60 new street trees. There will be street improvements completed with this project that include new public street extensions, undergrounding of overhead lines, storm water vaults, fire hydrants, decorative seat walls and gates. In addition to the new 2-car garages, the project will provide 15 on-street parking spaces.

Community Meetings

Community meetings were held by the applicant on August 9, 2018 and August 28, 2018. Notices were sent to property owners within a 400-foot radius around the project site. Twenty-four community members attended the first meeting, and 19 members attended the second meeting. The initial proposal opened up both Pomegranate Avenue and Honeysuckle Drive to allow through vehicular traffic. The community voiced strong objections to connecting the streets and said it would change the feel of their neighborhood. In addition, a petition was received criticizing the through roads. As a result, city staff and the applicant worked together to

redesign the project to prevent vehicular traffic to drive through, but allows access for emergency vehicles. Additional amenities, including seat walls and landscaping, were also provided. All attendees and petition signers were notified of the changes, and were notified of the Planning Commission hearing and the City Council hearing. Five residents spoke at the public hearing before the Planning Commission, and all five residents expressed support for the project.

Planned Development (PD) Overlay District Findings

Staff recommends establishing a Planned Development Overlay District for this project. A Planned Development allows for variation from standards on certain plots while maintaining a compatible look and feel to the neighborhood. Flexibility is provided for in Lot 18 in terms of lot size and rear setback and Lot 22 in terms of street frontage and rear setback. The Planned Development allows for addressing these lots while maintaining a quality design and consistent building massing. Pursuant to section 17.12.060 of Newark Zoning Ordinance, a PD Plan shall only be approved if certain findings listed below are made.

The findings given in the draft resolution of approval contain language from the Newark Zoning Ordinance and are supported by the application materials on file, this staff report, and the attached supporting exhibits.

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

The general plan land use designation for this site is Low Density Residential, which allows for less than 8.7 units per net acre. The proposed project's density is 5.4 units per net acre, which falls within the allowed density envisioned by the general plan for this site.

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

The subject site is located in an existing neighborhood that provides adequate transportation facilities and public services for the area. Existing public streets are adequate to accommodate the addition of twenty-one units and the proposal will not affect the existing level of service. The proposed development meets the off-street parking requirements for residential uses as required by Newark Municipal Code. The development will be using existing streets to access the new lots. The project is conditioned to relocate utilities and provide storm drain improvements to ensure the new residential development will not overload existing utilities.

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

The proposed project is designed to meet what the general plan envisioned for the area and was carefully designed to match the existing surrounding neighborhood, provide additional landscape amenities, and maintain the same scale as the existing homes. In addition, the proposed project will upgrade the surrounding area with right-of-way dedications, undergrounding of existing overhead lines, and provide landscape and public utility easement dedications along all three streets.

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

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

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

The subject site is constrained for development with irregular portions, two street dead-ends, and existing homes. A Planned Development approval will allow for a grander viable project with a restricted site and community requested redesign.

Environmental Review

This project is categorically exempt from the California Environmental Quality Act (CEQA) per Section 15332, Class 32, In-Fill Development Projects. A biological assessment was prepared by Olberding Environmental, Inc. to ensure this site does not contain any sensitive habitats and will not result in any significant adverse biological impacts. No significant adverse impacts were found by the report.

Update - The Planning Commission held a Public Hearing on this project on January 22, 2019. Community members spoke in support of the redesigned project. No member of the public spoke against the project. After the Public Hearing, the Planning Commission unanimously recommended approval of the project.

Staff believes this project will be beneficial for the City and recommends approval of the proposed twenty-one single-family home subdivision project, subject to the conditions of approval listed in the attached resolutions.

Attachments - Resolutions (2)

Ordinance

Exhibit A Plan Set, January 14, 2019

Exhibit B Meeting Presentation

Action – It is recommended that the City Council: (1) by resolution approve a Planned Development Plan, to allow for construction of twenty-one single-family homes located at 6179 Robertson Avenue (APNs: 092A-2141-102, 092A-2143-039, 092A-2143-040-01, 092A-2143-040-02, 092A-2143-041, and 092A-2143-042); and, (2) by resolution approve Vesting Tentative Map 8462 and Subdivision and Zoning Variances Thereto; and, (3) Introduce an ordinance establishing a Planned Development Overlay District at 6179 Robertson Avenue (APNs: 092A-2141-102, 092A-2143-039, 092A-2143-040-01, 092A-2143-040-02, 092A-2143-041, and 092A-2143-042)

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING P-18-13, A PLANNED DEVELOPMENT PLAN, TO ALLOW FOR CONSTRUCTION OF TWENTY-ONE SINGLE-FAMILY HOMES LOCATED AT 6179 ROBERTSON AVENUE (APNs: 092A-2141-102, 092A-2143-039, 092A-2143-040-01, 092A-2143-040-02, 092A-2143-041, AND 092A-2143-042)

WHEREAS, Lafferty Communities has filed with the City Council of the City of Newark an application for P-18-13, a planned development, for a twenty-one single-family lot subdivision project; and

WHEREAS, pursuant to Municipal Code Section 17.31.060, a public hearing notice was published in The Tri City Voice on January 29, 2019 and mailed as required, and the City Council held a public hearing on said application at 7:30 p.m. on February 28, 2019 at the City Administration Building, 37101 Newark Boulevard, Newark, California; and

WHEREAS, pursuant to Chapter 17.12 (Planned Development), Section 17.12.060 (Required Findings), the City Council hereby makes the following findings:

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

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby approve the application as shown on Exhibit A, pages 1 through 34, subject to compliance with the following conditions:

Planning Division

- a. There shall be no roof-mounted equipment other than satellite dishes, other similar television or radio antennas, and solar equipment. A/C units shall be ground mounted and fully screened from public view.
- b. All lighting shall be directed on-site so as not to create glare off-site, as required by the Community Development Director.
- c. Construction site trailers and buildings located on-site shall be used for office and storage purposes only, and shall not be used for living or sleeping quarters. Any vehicle or portable building brought on the site during construction shall remain graffiti free.
- d. Measures to respond to and track complaints pertaining to construction noise shall include: (1) a procedure and phone numbers for notifying the City of Newark Building Inspection Division and Newark Police Department (during regular construction hours and off-hours); and (2) a sign posted on-site pertaining to the permitted construction days and hours and complaint procedures and who to notify in the event of a problem. The sign shall also include a listing of both the City and construction contractor's telephone numbers (during regular construction hours and off-hours).
- e. The covenants, conditions and restrictions (CC&Rs) filed for this development shall include a provision requiring that garages shall only be used for automobile parking.
- f. The site and its improvements shall be maintained in a neat and presentable condition, to the satisfaction of the Community Development Director. This shall include, but not be limited to, repainting surfaces damaged by graffiti and site clean-up. Graffiti removal/repainting and site clean-up shall occur on a continuing, as needed basis. Any vehicle or portable building brought on the site during construction shall remain graffiti free.
- g. All exterior utility pipes and meters shall be painted to match and/or complement the color of the adjoining building surface, as approved by the Community Development Director.
- h. Any changes to the approved color elevations shall be reviewed and approved by the Planning Commission and City Council. Any minor changes shall be submitted for the review and approval of the Community Development Director to assure consistency with the approved project.
- i. Prior to the issuance of a building permit, any major changes to the floor plans as submitted by the applicant as part of this application shall be reviewed and approved by the Planning Commission and City Council. Any minor changes shall be submitted for the review and approval of the Community Development Director to assure consistency with the approved project.

- j. Prior to the issuance of a building permit, the roof material as submitted by the applicant as part of this application shall be reviewed and approved by the Community Development Director. All roof material shall consist of fire retardant shake roof, concrete tile, or a roof of similar noncombustible material. Mansard roofs with the above material may be used to screen tar and gravel roofs. All roofs shall be of Class C fire resistant construction or better. Composition shingles shall be Presidential-style or of comparable quality, subject to the review and approval of the Community Development Director.
- k. Prior to the issuance of a building permit, the project shall be submitted for the review and approval of Republic Services and the Community Development Director, in that order. The appropriate garbage, refuse and recycling service shall be approved prior to the issuance of a Certificate of Occupancy, as required by the Community Development Director. No refuse, garbage or recycling shall be stored outdoors except within the approved trash and recycling containers.
- l. Prior to the issuance of a building permit, the applicant shall pay the following fees: park impact fee (\$25,700 per unit), public safety impact fee (\$3,548 per unit), community service and facilities impact fee (\$2,376 per unit), transportation impact fee (\$5,113 per unit), housing impact fee (\$20.60 per square foot of building area for the first 1000 square feet and \$8.25 per square foot above 1000 square feet per unit), art in public places and private development impact fee (\$270/unit), and the community development maintenance fee (0.5% of construction valuation).
- m. Prior to issuance of a grading permit, the applicant shall hire a qualified biologist to: (1) determine if occupied Burrowing Owl habitat(s) exist on the site, and (2) implement a plan to protect the owls and to excavate the site around any active burrows using hand tools to assure that the owls are not buried during grading in the event Burrowing Owl habitat(s) is found on the site. The occupied Burrowing Owl habitat(s), if found, shall not be disturbed during the nesting season. The Burrowing Owl study shall be conducted not more than 30 days prior to the time site grading activities will commence.
- n. During project construction, if historic, archeological or Native American materials or artifacts are identified, work within a 50-foot radius of such find shall cease and the City shall retain the services of a qualified archeologist and/or paleontologist to assess the significance of the find. If such find is determined to be significant by the archeologist and/or paleontologist, a resource protection plan conforming to CEQA Section 15064.5 shall be prepared by the archeologist and/or paleontologist and approved by the Community Development Director. The plan may include, but would not be limited to, removal of resources or similar actions. Project work may be resumed in compliance with such plan. If human remains are encountered, the County Coroner shall be contacted immediately and the provisions of State law carried out.
- o. There shall be no Accessory Dwelling Units (including Standard Accessory Dwelling Units or Junior Accessory Dwelling Units) allowed.

- p. There shall be no short term rentals allowed.
- q. Prior to their installation, mailbox locations and designs shall be approved by the Community Development Director and Newark Postmaster, in that order. The mailbox compartments of centralized mailboxes shall identify the individual dwelling units with permanent, easily legible lettering.
- r. Prior to the issuance of a Certificate of Occupancy, roll-up garage doors with automatic garage door openers shall be provided for each unit.
- s. Prior to final inspection and utility release for each unit, the applicant shall pre-wire each unit for satellite and cable television connections, as required by the Community Development Director. The exterior connections for the pre-wire shall be made to the roof and not on the side elevation walls of the units.
- t. Prior to the issuance of a sign permit, all signs, other than those referring to construction, sale, or future use of this site, shall be submitted for the review and approval of the Community Development Director.
- u. Prior to the issuance of a Certificate of Occupancy, access drives shall be installed as shown on the approved site plan.
- v. The applicant shall meet all recommended mitigation measures listed in the Biological Resources Analysis Report conducted by Olberding Environmental, Inc. dated October 2017. The applicant shall conduct a Pre-Construction Avian Survey, Pre-Construction Bat Survey, and provide Erosion Control Plan.
- w. Prior to ground disturbance or demolition of structures, a pest inspection for rats, insects and other pests shall be conducted and any pests found be eradicated.
- x. Prior to the submittal for building permit review, all conditions of approval for this project, as approved by the City Council, shall be printed on the plans.

Engineering Division

- y. The development will require approval of a Final Map filed in accordance with the State Subdivision Map Act and the City of Newark Subdivision Ordinance. The final map must be approved prior to the issuance of any building permits.
- z. The applicant shall dedicate and secure the dedication of right-of-way and install complete roadway and utility improvements for the extension of Pomegranate Avenue between its current termini to the northeast and southwest of the project site. Pomegranate Avenue is a residential street with a right-of-way width of fifty six feet (56'). The Applicant shall also facilitate and secure the dedication of right-of-way over APN 092A-2143-40-02 required to complete the extension of Pomegranate Avenue. Dedication of the required right-of-way over APN 092A-2143-40-02 shall be recorded

prior to approval of the first Final Map that requires the extension of Pomegranate Avenue.

- aa. Required roadway and utility improvements for the extension of Pomegranate Avenue shall include, but are not limited to: installation of curb, gutter, sidewalk, driveways, drainage structures, street trees, landscaping, utilities, street lights, fire hydrants and stormwater treatment measures. The curb-to-curb width on Pomegranate Avenue shall be thirty six feet (36') to match the existing adjacent roadway cross sections. The project shall also install a 5' parkway strip (inclusive of curb width) and a 5' sidewalk on both sides of the Pomegranate Avenue extension.
- bb. The applicant shall dedicate right-of-way and install complete roadway and utility improvements for the extension of Honeysuckle Drive between its current termini to the northeast and southwest of the project site. Honeysuckle Drive is a residential street with a right-of-way width of fifty six feet (56').
- cc. Required roadway and utility improvements for the extension of Honeysuckle Drive shall include, but are not limited to: installation of curb, gutter, sidewalk, driveways, drainage structures, street trees, landscaping, utilities, street lights, fire hydrants and stormwater treatment measures. The curb-to-curb width on Honeysuckle Drive shall be thirty six feet (36') to match the existing adjacent roadway cross sections. The project shall also install a 5' parkway strip (inclusive of curb width) and a 5' sidewalk on both sides of the Honeysuckle Drive extension.
- dd. The Applicant shall remove the utility pole at the existing northeastern terminus of Honeysuckle Drive and underground all associated power lines to the next adjacent utility poles.
- ee. Frontage improvements on Robertson Avenue shall include, but are not limited to, removal of the existing monolithic sidewalk along the project's Robertson Avenue frontage; installation of a 5' parkway strip (inclusive of curb width) and new 5' separated sidewalk; removal of existing driveways and construction of new curb and gutter; construction of new City Standard driveways; street trees; landscaping; and grind and overlay of the street to centerline or beyond where utility tie-ins are necessary.
- ff. The Applicant shall remove the two existing joint utility poles along the project's Robertson Avenue frontage and underground all associated overhead lines to the adjacent utility pole fronting the property located at 6147 Robertson Avenue.
- gg. The Applicant shall remove all conflicting and/or temporary improvements at the existing termini of Honeysuckle Drive and Pomegranate Avenue adjacent to the project site and install permanent street, frontage and utility improvements at each existing terminus point necessary to complete the respective roadway extensions.

- hh. The Applicant shall dedicate a six foot (6') wide Public Utility Easement along the project's Robertson Avenue, Pomegranate Avenue and Honeysuckle Drive frontages. All perimeter fences shall be located outside of the 6' easement.
- ii. The Applicant shall secure the dedication of a six foot (6') wide Landscape Easement (LE) across the Pomegranate Avenue frontage of APN 092A-2143-40-02. A fence shall be installed along the rear of APN 092A-243-40-02 and shall be located outside of this Landscape Easement. The Applicant shall also be responsible for the installation of landscaping within the 6' Landscape Easement.
- jj. Any proposed utility connections and/or underground work within structurally sound street pavement shall be bored or jacked on Robertson Avenue. Open street cuts are not permitted on Robertson Avenue unless the affected pavement area is overlaid concurrent with the site development.
- kk. Prior to the issuance of a Certificate of Occupancy, any and all damage to public improvements as a result of construction activity associated with this project shall be repaired to the satisfaction of the City Engineer.
- ll. Prior to approval of the final map, the applicant shall guarantee all necessary street improvements within and adjoining the development in accordance with tract improvement plans to be approved by the City Engineer. These plans must be prepared by a qualified person licensed by the State of California to do such work.
- mm. Prior to the issuance of the initial grading or any building permits for this project, the applicant shall submit a Storm Water Pollution Prevention Plan for the review and approval of the City Engineer. The plan shall include sufficient details to show how storm water quality will be protected during both: (1) the construction phase of the project and (2) the post-construction, operational phase of the project. The construction phase plan shall include Best Management Practices from the California Storm Water Quality Best Management Practices Handbook for Construction Activities. The specific storm water pollution prevention measures to be maintained by the contractor shall be printed on the plans. The operational phase plan shall include Best Management Practices appropriate to the uses conducted on the site to effectively prohibit the entry of pollutants into storm water runoff from this site including, but not limited to, trash and litter control, pavement sweeping, periodic storm water inlet cleaning, landscape controls for fertilizer and pesticide applications, labeling of storm water inlets with a permanent thermoplastic stencil with the wording "No Dumping - Drains to Bay," and other applicable practices.
- nn. The project must be designed to include appropriate source control and site design measures in accordance with Provision C.3 of the Municipal Regional Stormwater NPDES Permit (MRP), Order R2-2015-0049, revised November 19, 2015, issued to the City of Newark by the Regional Water Quality Control Board, San Francisco Bay Region. Examples of source control and site design requirements include but are not

limited to: directing runoff from walkways on to vegetated areas, disconnecting roof downspouts, and minimization of impervious surfaces.

- oo. The Preliminary Stormwater Control Plan, Sheet TM-5 of the Tentative Map, prepared by Carlson, Barbee & Gibson, Inc., dated January 11, 2019 is approved in concept only. The final Stormwater Management Plan is subject to City Engineer approval prior to approval of the Tract Improvement Plans. Approval is subject to the applicant providing the necessary plans, details, and calculations that demonstrate the plan complies with Provision C.3 of the Municipal Regional Stormwater NPDES Permit (MRP), Order R2-2015-0049, revised November 19, 2015, issued by the San Francisco Bay Regional Water Quality Control Board.
- pp. In accordance with Provision C.10 of the Regional Water Quality Control Board's Municipal Regional Permit, storm drain inlet filters shall be installed in all adjacent off-site storm drain inlets. The storm drain inlet filters shall meet the full trash capture requirements of the San Francisco Bay Regional Water Quality Control Board and shall comply with maintenance and performance requirements of the Mosquito Abatement District. Alternative full trash capture devices such as hydrodynamic separators or pipe screens that meet the requirements of the Regional Water Quality Control Board and Mosquito Abatement District may also be used if approved by the City Engineer.
- qq. All stormwater treatment measures and full trash capture devices are subject to review and approval by the Alameda County Mosquito Abatement District. The applicant shall modify the grading, drainage, stormwater treatment or full trash capture design as necessary to satisfy any imposed requirements from the District.
- rr. Applicant shall enter into an Agreement with the City of Newark that guarantees the property owner's perpetual maintenance obligation for all stormwater management, treatment and trash capture measures installed as part of the project. Said Agreement is required pursuant to Provision C.3 of the Municipal Regional Stormwater NPDES Permit, Order No. R2-2015-0049. Said permit requires the City to provide verification and assurance that all treatment measure and trash capture devices will be properly operated and maintained. The Agreement shall be recorded against the property and shall run with the land.
- ss. "No Dumping - Drains to Bay" thermoplastic stencils shall be placed on all on-site and adjacent off-site storm drain inlets.
- tt. The applicant shall submit detailed grading and drainage plans for review and approval by the City Engineer and the Alameda County Flood Control and Water Conservation District. These plans must be based upon a City benchmark and need to include pad and finish floor elevations of each proposed structure, proposed on-site property grades, proposed elevations at property line, and sufficient elevations on all adjacent properties to show existing drainage patterns. All on-site pavement shall drain at a minimum of one percent. The applicant shall ensure that all upstream drainage is not blocked and that no

ponding is created by this development. Any construction necessary to ensure this shall be the applicant's responsibility.

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

- uu. Where a grade differential of more than a 1-foot is created along the boundary lot lines between the proposed development and adjacent property, the applicant shall install a masonry retaining wall unless a slope easement is approved by the City Engineer. Said retaining wall shall be subject to review and approval of the City Engineer. A grading permit is required by the Building Inspection Division prior to starting site grading work.
- vv. The applicant shall submit a detailed design-level geotechnical investigation report prepared by a qualified engineer, registered with the State of California. The report shall address in-situ and import soils in accordance with the City of Newark Grading and Excavation Ordinance, Chapter 15.50. The report shall include recommendations regarding pavement sections for all public and private streets. Grading operations shall be in accordance with recommendations contained in the soils report and shall be completed under the supervision of an engineer registered in the State of California to do such work.
- ww. The applicant shall provide a detailed design-level geotechnical report defining and delineating any seismic hazard(s). The report shall be prepared in accordance with guidelines published by the State. The report is subject to review and approval by a City selected peer review consultant. The applicant shall pay for all costs related to the required peer review.
- xx. The Applicant shall establish a Homeowner's Association consisting of all owners of lands in the development at the time of incorporation and in the future for the purpose of maintaining private storm drain easements and associated improvements; public and private stormwater treatment and stormwater management facilities; landscaping, including landscaping in adjacent public rights-of-way; back-up fence and landscaping along APN 092A-2143-40-02; landscaping, emergency vehicle access gates and seat walls at the ends of the cul-de-sacs; and other functions of a Homeowner's Association. All common areas within the development shall be owned and maintained by the Homeowner's Association. Each property owner shall automatically become a member of the association and shall be subject to a proportionate share of the maintenance expenses. The Homeowner's Association shall be incorporated prior to the sale of any individual lots and/or prior to acceptance of tract improvements, whichever occurs first.
- yy. Prior to City Council approval of the final map, the bylaws governing the Homeowners' Association and any declaration of covenants, conditions and restrictions (CC&Rs) filed for this development shall be reviewed and approved by the City Council at its discretion after mandatory review and recommendations by the City Attorney. Said covenants,

conditions and restrictions shall be prominently displayed in the project sales office at all times. Approval of the covenants, conditions and restrictions shall not make the City a party to enforcement of same. The CC&Rs shall apply equally to both owners and renters. The CC&Rs shall be written to require renters to comply with the regulations of the CC&Rs, and a copy of the CC&Rs shall be given to each renter. The CC&Rs shall be written to allow less than a majority of owners to have pavement or landscape maintenance done and the cost thereof assessed to all owners in the project.

- zz. The CC&Rs shall prohibit the on-site parking of non-self-propelled recreational vehicles, including boats, and any self-propelled recreational vehicles not used for transportation unless separate storage facilities are provided. The CC&Rs shall regulate the provision of any on-site parking of self-propelled recreational vehicles used for transportation.
- aaa. The Applicant shall assist the Homeowner's Association by having a management consultant firm review the maintenance and operating functions of the association. The management consulting firm shall be responsible for preparing a written report with recommendations to the association for managing the association's obligations and setting initial monthly assessment costs for each lot in the development. Membership and assessment cost shall be mandatory for all property owners of property in the development and shall run with the land. The applicant shall pay all costs of incorporation and initial management review and reports.
- bbb. The Homeowner's Association shall be responsible for trash and litter control within the development. All private storm drain systems and all associated trash capture devices shall be cleaned on a regularly scheduled basis as detailed in the required Stormwater Treatment Measures Maintenance Agreement.
- ccc. The Homeowner's Association shall be required to contract with a professional management firm to handle all necessary maintenance operations. Documentation of such contract shall be submitted to the City of Newark. All commonly owned facilities shall be properly maintained in a manner consistent with the CC&Rs and project requirements.
- ddd. The CC&Rs for the project shall include a disclosure statement to all property owners indicating that the project site is located within a seismic hazard zone for liquefaction. If project site is also located within a fault hazard zone, modify condition to add. The disclosure statement shall indicate that the buildings have been designed to current code requirements. The disclosure statement shall also indicate that the buildings, site improvements, and utilities are subject to damage during an earthquake and that the buildings may be uninhabitable after an earthquake. This CC&R disclosure statement is subject to review and approval of the City Engineer prior to final map approval.
- eee. The Applicant is to provide a complete set of construction plans and a copy of the project geotechnical report and recorded Final Map to the Homeowners Association at the time of its formation.

- fff. The CC&Rs shall contain a provision that prohibits the amendment of those provisions of the CC&Rs requested by City without the City's approval.
- ggg. All new utilities including, but not limited to, electric, telephone and cable television services shall be provided underground for all buildings in the development in accordance with the City of Newark Subdivision Standards. Electrical transformers shall be installed in underground vaults with an appropriate public utility easement or within the public right-of-way.
- hhh. The Street Light and Joint Trench plan shall be submitted by the applicant with the first tract improvement plan check and approved prior to final map approval.
- iii. The applicant shall request Pacific, Gas & Electric Co. to commence with the design of the underground utility improvements for the proposed development immediately following approval of the tentative map.
- jjj. The applicant shall submit design development Landscape Plans with the first tract improvement plan check. The Landscape Plans shall show details, sections and supplemental information as necessary for design coordination of the various civil design features and elements including utility location to the satisfaction of the City Engineer. Complete Landscape Plans shall be concurrently approved with the tract improvement plans and Final Map.
- kkk. The Applicant shall enter into a Landscape Maintenance Agreement with the City to ensure the perpetual maintenance of all landscaping within the development by the Homeowner's Association, including, but not limited to landscaping in adjacent public rights-of-way; landscaping, emergency vehicle access gates and seat walls at the ends of the cul-de-sacs; back-up fence and landscaping along APN 092A-2143-40-02; and landscape within both public and private stormwater treatment measures. This agreement shall run with the land and be binding upon all future owners or assigns. Any and all necessary easements shall be dedicated over individual lots to allow for the perpetual access and maintenance of landscaping. The full extent of landscape maintenance shall be determined based on the approved landscape improvement plans and detailed in said agreement. Landscape maintenance performed by the City at the expense of the Homeowner's Association or other property owner(s) shall only occur in the event the City Council deems the maintenance performed by the Homeowner's Association or property owner(s) is inadequate.
- lll. The applicant shall ensure that a water vehicle for dust control operations is kept readily available at all times during construction at the City Engineer's direction. A pick-up or vacuum type street sweeper shall be available at all times at the direction of the City Engineer to removed tracked dirt and debris from adjacent streets.
- mmm. The applicant shall implement the following measures for the duration of all construction activity to minimize air quality impacts:

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

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

- nnn. The applicant shall provide all required paper and digital submittals of the tentative map, project final map, tract improvement plans, and as-built plans as required by the City Engineer, including, but not necessarily limited to the following: (1) One full-sized reproducible copy and one reduced reproducible copy of the approved tentative map; (2) Electronic copies of the approved final map and improvement plans in a format approved by the City Engineer; (3) One full-sized mylar copy and one electronic copy of the recorded final map; (4) Four photocopied sets of the approved tract improvement plans; (5) One electronic copy and one mylar set of the as-built tract improvement plans. All digital copies of the final map and improvement plans shall be prepared in accordance with Southern Alameda County GIS Authority digital submittal standards. A deposit of \$5,000 shall be provided by the applicant to the City to ensure submittal of all required documentation.
- ooo. The plans submitted for construction must be drawn to an appropriate scale as required by the City Engineer.

Landscape/Parks Division

- ppp. The applicant shall retain a licensed landscape architect to prepare working drawings for landscape plans in accordance with City of Newark requirements. All landscape plans are subject to the review and approval of the City Engineer.
- qqq. Landscape construction plans shall be developed in accordance with Newark Municipal Code Section 15.44.080 related to Bay Friendly Landscaping Practices and City of Newark standard details. All landscaping materials selected for landscape-based stormwater treatment measures shall be consistent with the recommendations in the Alameda Countywide Clean Water Program C.3 Technical Guidance Manual.
- rrr. This project is subject to all applicable requirements of the State of California's Model Water Efficient Landscape Ordinance. The landscape design plan package, including the design plans, shall include all applicable requirements specified in this ordinance.
- sss. Prior to installation by the applicant, plant species, location, container size, quality, and quantity of all landscaping plants and materials shall be reviewed and approved by the City Engineer. All plant replacements shall be to an equal or better standard than originally approved subject to approval by the City Engineer.
- ttt. Prior to the release of utilities or issuance of any Certificate of Occupancy, all landscaping and irrigation systems shall be completed or guaranteed by a cash deposit deposited with the City in an amount to cover the remainder of the work.
- uuu. Prior to issuance of Certificate of Occupancy or release of utilities, the applicant shall guarantee all trees for a period of 6 months and all other plantings and landscape for 60 days after completion thereof. The applicant shall insure that the landscape shall be installed properly and maintained to follow standard horticultural practices. All plant replacements shall be to an equal or better standard than originally approved subject to approval of the City Engineer.

Building Division

- vvv. Construction for this project, including site work and all structures, can occur only between the hours of 8:00 AM and 5:00 PM, Monday through Friday. The applicant may make a written request to the Building Official for extended working hours and/or days. In granting or denying any request the Building Official will take into consideration the nature of the construction activity which would occur during extended hours/days, the time duration of the request, the proximity to residential neighborhoods and input by affected neighbors. All approvals will be done so in writing.
- www. This project will require the installation of a fully automatic fire sprinkler system in compliance with the Newark Municipal Code.

- xxx. After any approvals are issued by Community Development the applicant shall submit construction documents and an application for a building permit from the City Building Inspection Division. Construction documents shall be prepared by a California licensed architect or structural engineer.
- yyy. Prior to commencing any demolition activity the applicant shall first obtain a permit from the Bay Area Air Quality Management District and then obtain a demolition permit from the City Building Inspection Division.
- zzz. Some of the units have clothes dryers located towards the center of the dwellings. At the time construction documents are submitted for a building permit confirm the exhaust duct length does not exceed the maximum dimension of 14 feet.
- aaaa. This project will require the payment of school applicant fees. School applicant fees are assessed and collected by the Newark Unified School District.

Police Department

- bbbb. The development shall comply with Chapter 15.06, Security Code, of the Newark Municipal Code.
- cccc. The proposed development should comply with the City of Newark street numbering system and tie in with the existing neighborhood street numbering. Additionally, the proposed single family detached homes should display their individual street address in a manner clearly visible from the adjacent roadway in order to facilitate public safety personnel's ability to quickly identify each location during emergency responses.

Fire Department

- dddd. A fire hydrant is required at each cul-de-sac.
- eeee. Automatic fire sprinkler system will be required for each home.
- ffff. A sign shall be provided at each gate indicating fire access road shall not be blocked.
- gggg. Trees shall not obstruct the fire access road at both gates.

General

- hhhh. This Vesting Tentative Map, Planned Development, and Environmental Determination shall be given a public hearing before the City Council for the Council's review and approval.
- iiii. 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.

- jjjj. If any condition of this Vesting Tentative Map, Planned Development, and Environmental Determination be declared invalid or unenforceable by a court of competent jurisdiction, this Vesting Tentative Map, Planned Development, and Environmental Determination shall terminate and be of no force and effect, at the election of the City Council on motion.
- kkkk. 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.
- llll. In the event that any person should bring an action to attack, set aside, void or annul the City's approval of this project, the applicant shall defend, indemnify and hold harmless the City and/or its agents, officers and employees from any claim, action, or proceeding against the City and/or its agents, officers and employees with counsel selected by the applicant (which shall be the same counsel used by applicant) and reasonably approved by the City. Applicant's obligation to defend, indemnify and hold harmless the City and/or its agents, officers and employees shall be subject to the City's compliance with Government Code Section 66474.9.
- mmmm. The Conditions of Project Approval set forth herein may include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Government Code Section 66020(d)(1), these Conditions constitute written notice of a statement of the amount of such fees, and a description of the dedications, reservations and other exactions. The applicant is hereby further notified that the 90-day approval period in which the applicant may protest these fees, dedications, reservations and other exactions, pursuant to Government Code Section 66020(a), has begun. If the applicant fails to file a protest within this 90-day period complying with all of the requirements of Section 66020, the applicant will be legally barred from later challenging such exactions.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING VESTING TENTATIVE TRACT MAP
8462 AND SUBDIVISION AND ZONING VARIANCES
THERE TO

WHEREAS, Lafferty Communities has submitted TTM-18-14, Vesting Tentative Tract Map 8462, to the City Council of the City of Newark with subdivision and zoning variances covered by P-18-13, a planned development, for a twenty-one single-family lot subdivision project located at 6179 Robertson Avenue (APNs: 092A-2141-102, 092A-2143-039, 092A-2143-040-01, 092A-2143-040-02, 092A-2143-041, and 092A-2143-042).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark does hereby approve TTM-18-14, Vesting Tentative Tract Map 8462 with said subdivision and zoning variances covered by P-18-13, as shown on Exhibit A, pages 29 through 34 and made part hereof by reference, subject to the following conditions:

- a. All applicable conditions listed in City Council Resolution No. ____, dated February 28, 2019, recommending approval of P-18-13, a planned development, for a twenty-one single-family lot subdivision project located at 6179 Robertson Avenue (APNs: 092A-2141-102, 092A-2143-039, 092A-2143-040-01, 092A-2143-040-02, 092A-2143-041, and 092A-2143-042).
- b. The applicant shall ensure that all upstream drainage is not blocked and that no ponding is created by this development. Any construction necessary to ensure this shall be the applicant's responsibility.
- c. That if any condition of this vesting tentative tract map be declared invalid or unenforceable by a court of competent jurisdiction, this vesting tentative tract map shall terminate and be of no force and effect, at the election of the City Council on motion.

ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
NEWARK ESTABLISHING A PLANNED DEVELOPMENT
OVERLAY DISTRICT AT 6179 ROBERTSON AVENUE
(APNs: 092A-2141-102, 092A-2143-039, 092A-2143-040-01,
092A-2143-040-02, 092A-2143-041, AND 092A-2143-042)

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

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

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

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



EXHIBIT A p1

LAFFERTY
COMMUNITIES

STREETSCENE
POMEGRANATE
NEWARK, CA

SS

WHA
ARCHITECTS

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Pomegranate Ave
Landscape Frontage Calculations
Prepared by Ripley Design Group
Monday, January 14, 2019

Lot #	Lot Area (sq ft.)	Lot Coverage	Required Front Landscape Area (sq ft.)	Provided Front Landscape Area (sq ft.)	Open Space (sq ft.)
1	6150	55%	769	997	2988
2	8818	60%	727	881	2405
3	6037	56%	755	1,165	2683
4	8818	58%	727	944	2541
5	6188	54%	775	952	2472
6	6309	55%	764	885	2788
7	5771	57%	721	856	2506
8	8888	57%	749	1,091	2640
9	5767	57%	721	893	2538
10	8144	53%	768	1,011	2982
11	5661	55%	708	1,065	2615
12	1062	61%	745	1,194	2714
13	5915	57%	719	748	2592
14	6108	53%	764	997	2946
15	6144	55%	768	950	2816
16	8311	44%	814	1,520	3503
17	7634	45%	954	1,899	4246
18	5485	50%	686	1,283	2874
19	6399	53%	800	900	3073
20	8828	50%	854	901	3502
21	9409	38%	1176	2,227	5698

GENERAL NOTES:

- OWNER/DEVELOPER: LAFFERTY COMMUNITIES
2000 CROW CANYON PLACE, SUITE 350
SAN RAMON, CA 94583
CONTACT: SCOTT ZENGL
(925) 830-2620
- ENGINEER: CARLSON, BARBEE & GIBSON
2832 CAMINO RAMON
SAN RAMON, CA 94583
CONTACT: JARED FRET
(925) 866-0222
- SOILS ENGINEER: INECO
2010 CROW CANYON PLACE, SUITE 250
SAN RAMON, CA 94583
CONTACTS: TIA LAF JANEI KAN
(925) 866-9000
- GROSS AREA: 5.9 ACS
- LAND AREA SUMMARY: RESIDENTIAL LOTS = 3.0 ACS
IN-TRACT STREETS (PUBLIC RW) = 0.9 ACS
- NUMBER OF RESIDENTIAL LOTS = 21 LOTS
- DENSITY = 5.4 D.U. / ACRE
- LAND USE: EXISTING - VACANT
PROPOSED - SINGLE FAMILY RESIDENTIAL
- ZONING: EXISTING: RS-7000 (RESIDENTIAL SINGLE FAMILY)
PROPOSED: RS-7000 WITH A PLANNED DEVELOPMENT OVERLAY DISTRICT
- GENERAL PLAN: LOW DENSITY RESIDENTIAL
- UTILITIES: WATER: ALAMEDA COUNTY WATER DISTRICT TELEPHONE: AT&T
SEWER SYSTEM: UNION SANITARY DISTRICT CABLE: COMCAST
STORM DRAIN: CITY OF NEWARK
GAS & ELECTRIC: PACIFIC GAS AND ELECTRIC

- PROJECT SITE APN: 92A-2141-102, 92A-2143-30, 92A-2143-40-1, 92A-2143-41 & 92A-2143-42
- MULTIPLE FINAL MAPS MAY BE FILED ON THE LANDS SHOWN ON THIS MAP.
- ALL TREES, FENCES AND BUILDINGS WITHIN THE DEVELOPED AREAS TO BE REMOVED.
- FLOOD ZONE INFORMATION: FLOOD ZONE 4 PER FLOOD INSURANCE RATE MAP
FANEL: 060102044G
DATE: AUGUST 3, 2009
ZONE 'X' AREAS OUTSIDE OF THE 100-YEAR FLOODPLAIN
- BASES OF BEARINGS: THE MONUMENT LINE OF ROBERTSON AVENUE, BEING N12 59 28E PER TRACT 7145 (251 M 72)
- BENCHMARK: ALAMEDA COUNTY BENCHMARK LABELED "1008-BR 1978"
ELEVATION = 21.58 FEET (MVD 79)
BRASS DISK LOCATED AT THE SOUTHWEST RETURN OF THE INTERSECTION OF ROBERTSON AVENUE AND BRUSH STREET.

- A SIGN SHALL BE PROVIDED AT THE GATE INDICATING FIRE ACCESS ROAD SHALL NOT BE BLOCKED.
- AUTOMATIC FIRE SPRINKLER SYSTEM WILL BE A REQUIREMENT FOR EACH HOME

PROJECT DESCRIPTION:

THE PROPOSED PROJECT INCLUDES 21 SINGLE FAMILY DETACHED HOMES AND CONFORMS TO THE EXISTING ZONING AND NEIGHBORHOOD ATTRIBUTES. THE CHARACTER OF THE PROJECT INCLUDES SINGLE STORY, SINGLE STORY WITH A POP-UP AND TWO STORY, SIMILAR TO THE SURROUNDING HOMES IN THE ADJACENT NEIGHBORHOODS. THE PROJECT LAYOUT WILL ENABLE COMPLETION OF THE CITY DESIGNED STREETS AT POMEGRANATE AVENUE AND HONEYUCKLE DRIVE WITH ONE CUA-DE-SAC ON EACH STREET EXTENSION.

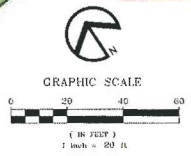
LANDSCAPE ARCHITECTURE
LAND PLANNING
7617 BORGANZA STREET
SUITE 314
WALNUT CREEK, CA 94596
TEL: 925.938.7577
www.ripleydesign.com

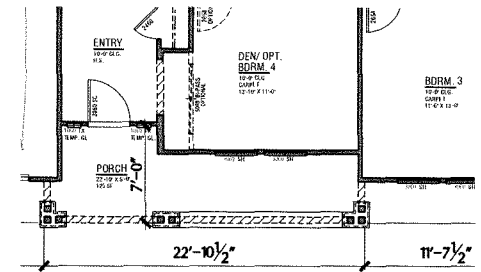
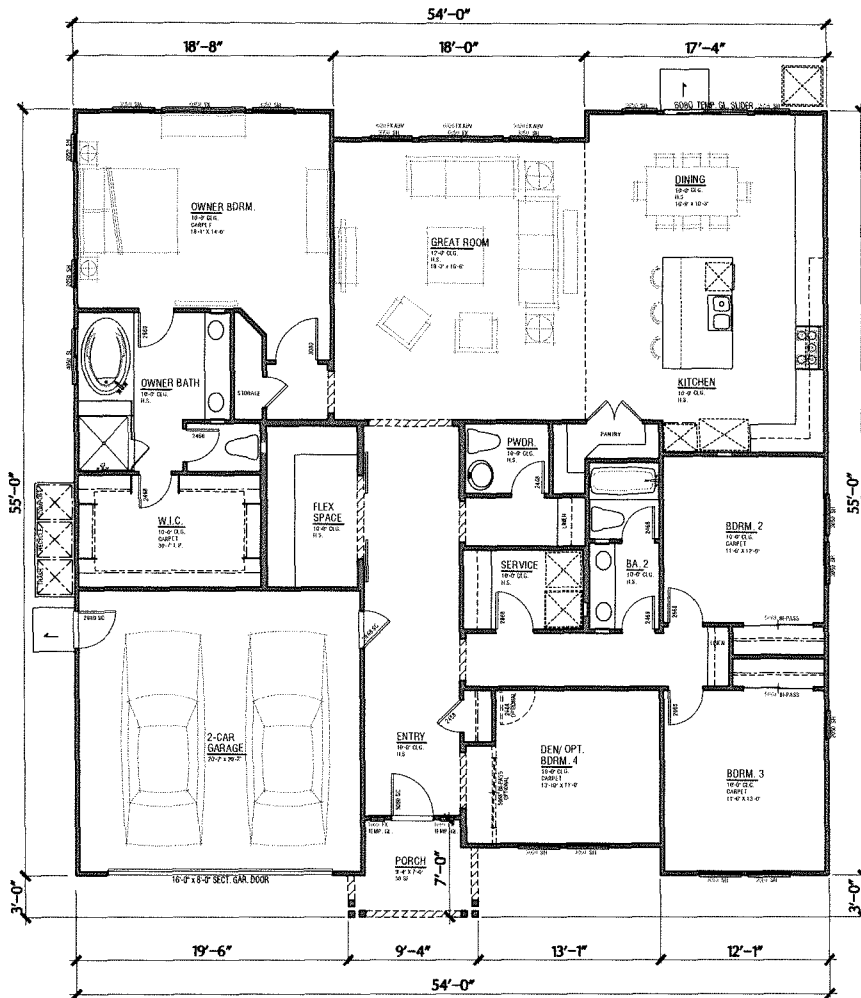
LAFFERTY COMMUNITIES
2000 Crow Canyon Place
Suite 350
San Ramon, Ca 94583
TEL: 858.692.2080

POMEGRANATE AVENUE
Newark, California
January 11, 2019

Site Development Plan

EXHIBIT A p2





Elevation B - Craftsman Porch Plan

PLAN 1
 2,458 SF
 3 Bdrm | 2.5 Bath | Den
 2- Car Garage
 (Elevation A - Farmhouse Shown)

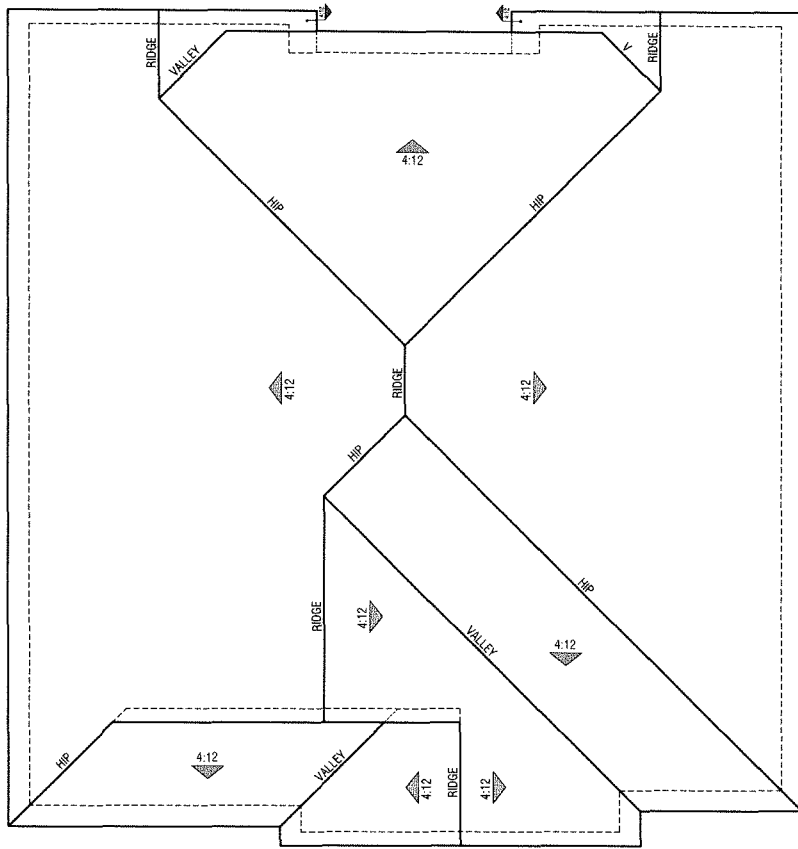
EXHIBIT A p3

LAFFERTY COMMUNITIES

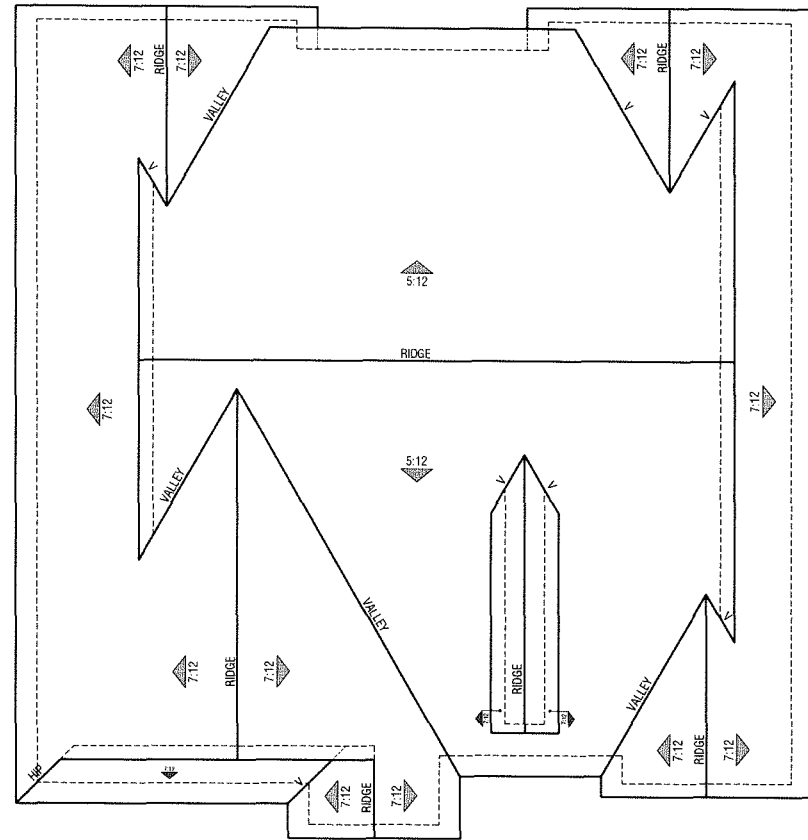
POMEGRANATE
 NEWARK, CA

A1.1

WHA.



Elevation B
Craftsman



Elevation A
Farmhouse

PLAN 1
Roof Plans

- ROOFING MATERIALS:**
- ELEVATION A: FARMHOUSE:**
- SCHEME 1: CONCRETE SLATE TILE | DUAL
 - NATURAL MARBLE | DUAL
 - SCHEME 2: CONCRETE SHAKE TILE ROOF
 - CHARCOAL BLEND | BORAL
- ELEVATION B: CRAFTSMAN**
- SCHEME 3: CONCRETE SHAKE TILE ROOF
 - CHARCOAL BLEND | BORAL
 - SCHEME 4: CONCRETE SHAKE TILE ROOF
 - HICKORY | BORAL

**LAFFERTY
COMMUNITIES**

POMEGRANATE
NEWARK, CA

A1.2

WHA.



Elevation B
Craftsman



Elevation A
Farmhouse

PLAN 1
Front Elevations

EXHIBIT A p5

**LAFFERTY
COMMUNITIES**

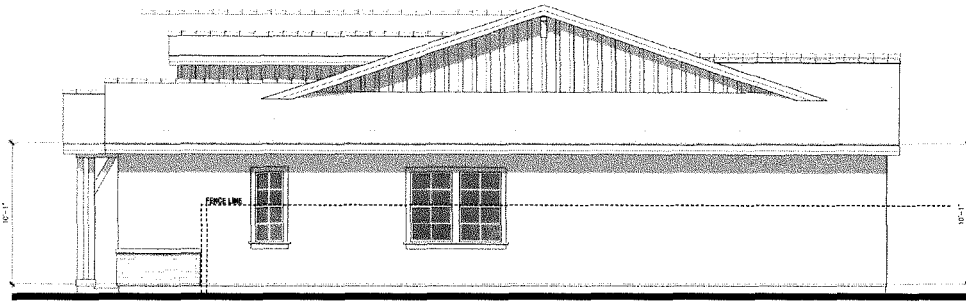
POMEGRANATE

NEWARK, CA

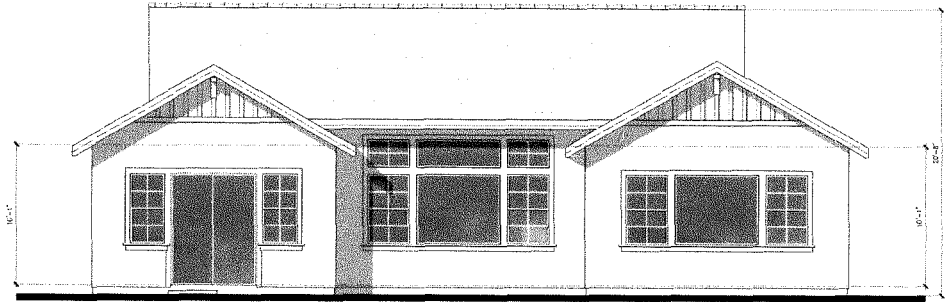
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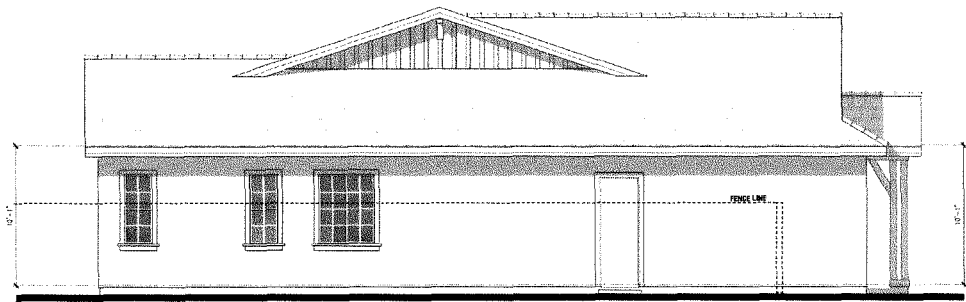
WHA
WILLIAM HEZMALHALCH ARCHITECTS, INC. DBA WHA



Right



Rear



Left



Front

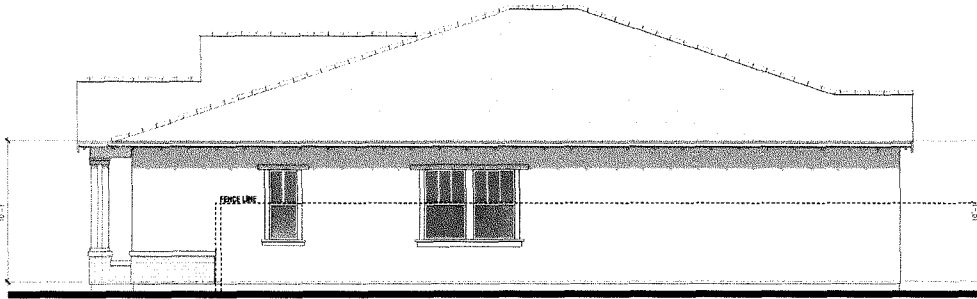
PLAN 1
Elevation A - Farmhouse

EXHIBIT A p6

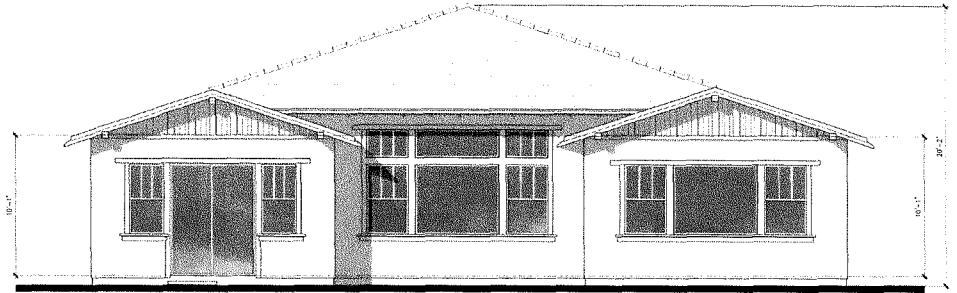
BUILDING MATERIALS:

COLOR SCHEME 1

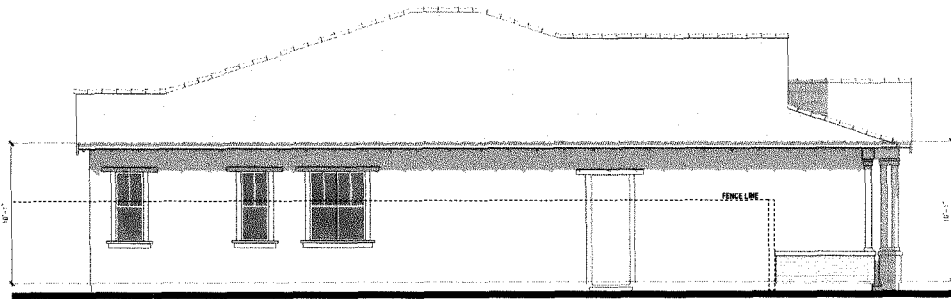
- | | |
|------------------------------------|---|
| 1. CONCRETE SLATE TILE ROOF | 8. INSULATED VINYL WINDOWS |
| 2. FASCIA | 9. STONE VENEER |
| 3. STUCCO | 10. STONE CAP |
| 4. STUCCO OVER FOAM TRIM AT STUCCO | 11. WOOD POST/BRACE AT PORCH |
| 5. BOARD AND BATTEN | 12. SIMULATED WOOD OUTLOOKERS |
| 6. FIBER CEMENT TRIM AT BATTS | 13. METAL SECTIONAL GARAGE DOOR WITH GLASS PANELS |
| 7. FIBERGLASS FRONT ENTRY DOOR | |



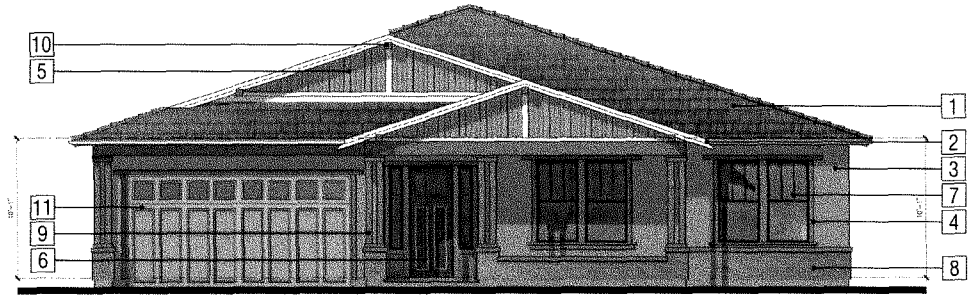
Right



Rear



Left



Front

PLAN 1
Elevation B - Craftsman

EXHIBIT A p7

BUILDING MATERIALS:

COLOR SCHEME 3

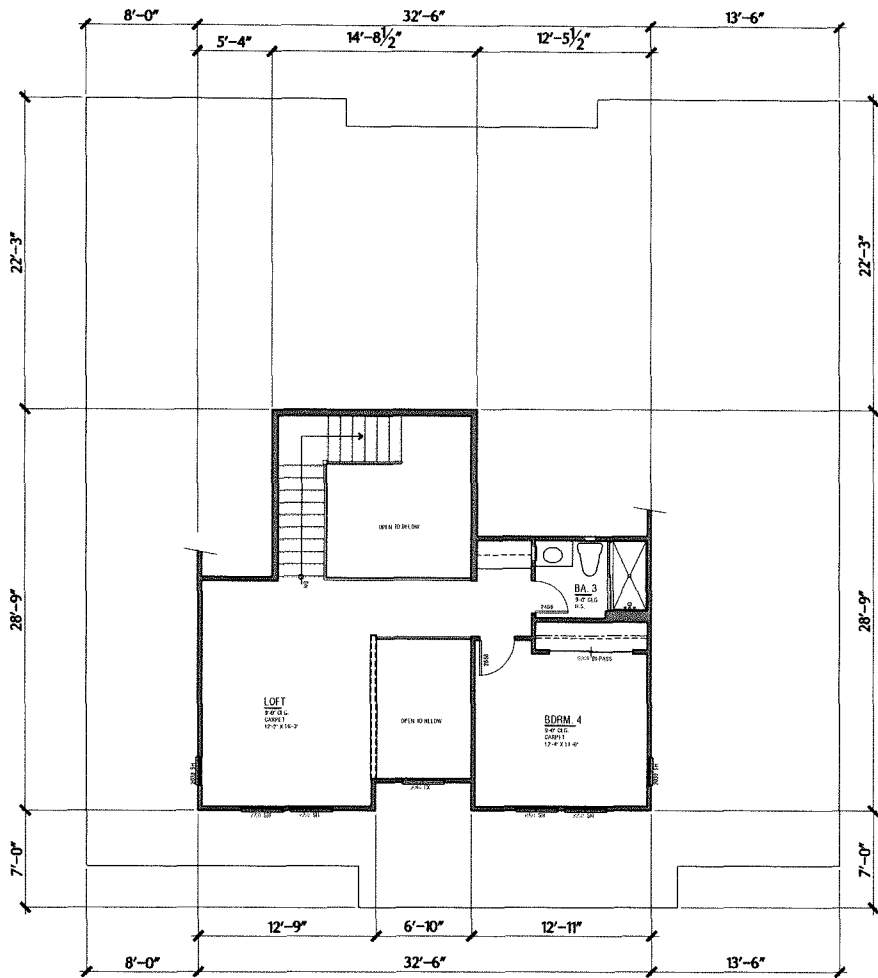
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|------------------------------------|---|
| 1. CONCRETE SHAKE TILE ROOF | 7. INSULATED VINYL WINDOWS |
| 2. FASCIA | 8. BRICK VENEER AND CAP |
| 3. STUCCO | 9. WOOD POST/BRICK VENEER PORCH |
| 4. STUCCO OVER FOAM TRIM AT STUCCO | 10. SIMULATED WOOD CORBELS |
| 5. BOARD AND BATTEN AT GABLES | 11. METAL SECTIONAL GARAGE DOOR WITH GLASS PANELS |
| 6. FIBERGLASS FRONT ENTRY DOOR | |

**LAFFERTY
COMMUNITIES**

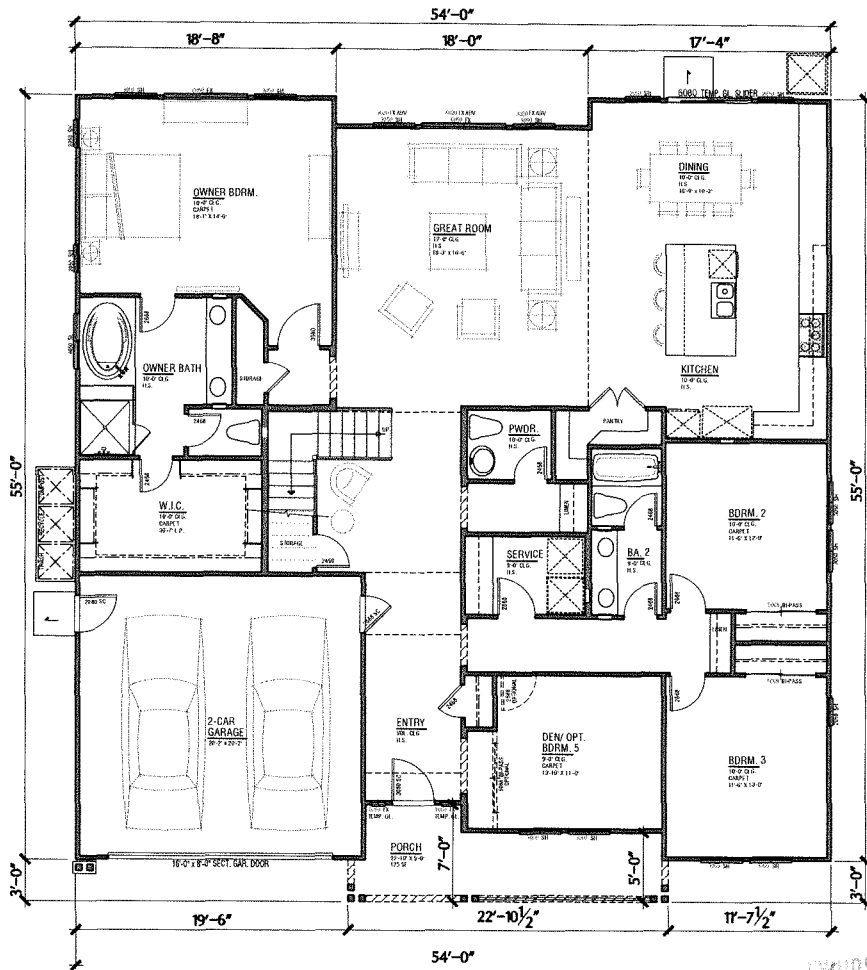
POMEGRANATE
NEWARK, CA

A1.5

WHA.



Upper Floor 497 SF



Lower Floor 2,458 SF

PLAN 2

2,955 SF
 4 Bdrm | 3.5 Bath | Den | Loft
 2-Car Garage
 (Elevation A - Farmhouse Shown)

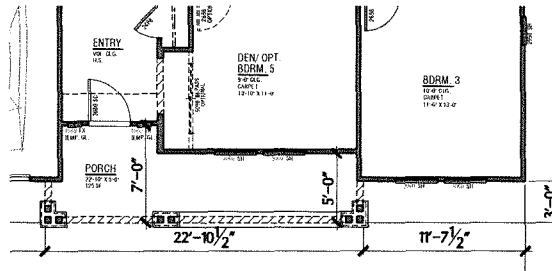
POMEGRANATE
 NEWARK, CA

EXHIBIT A p8

LAFFERTY
 COMMUNITIES

A2.1.1

WHA



Elevation B - Craftsman
Porch Plan

PLAN 2
Elevation B Porch Plan

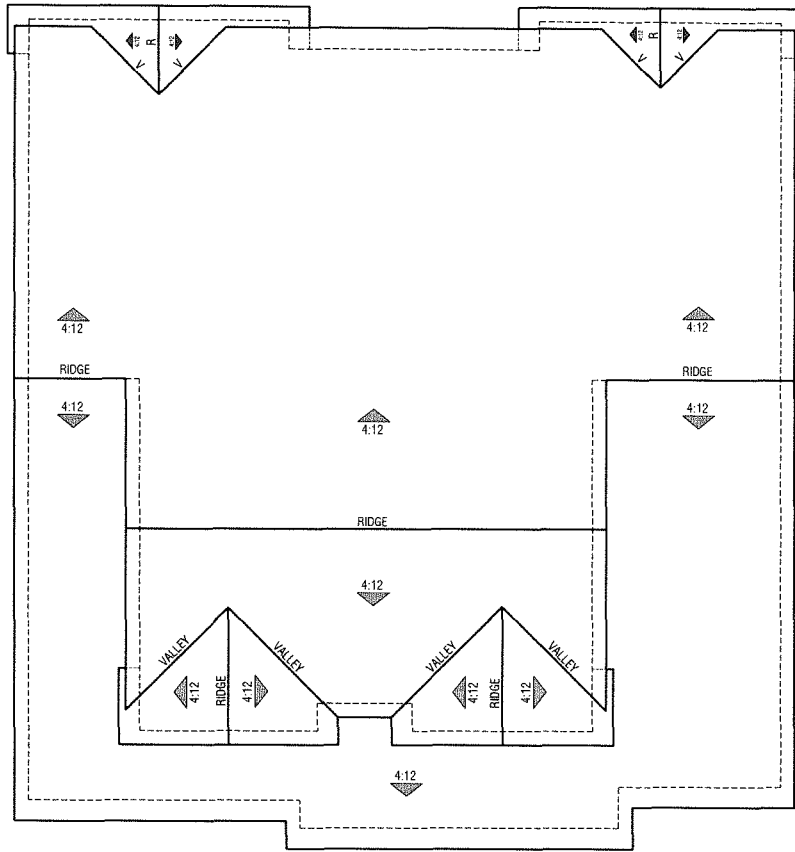
EXHIBIT A p9

**LAFFERTY
COMMUNITIES**

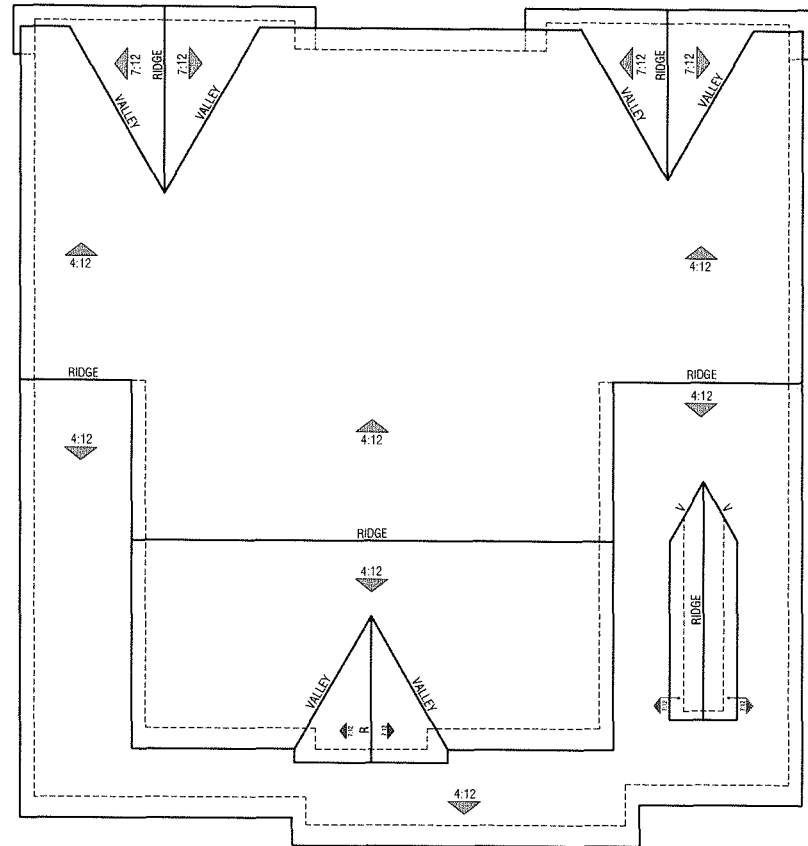
POMEGRANATE
NEWARK, CA

A2.1.2

WHA
WILLIAM HEZMALHALCH ARCHITECTS, INC.



Elevation B
Craftsman



Elevation A
Farmhouse

PLAN 2
Roof Plans

ROOFING MATERIALS:

ELEVATION A: FARMHOUSE:

- SCHEME 1: CONCRETE SLATE TILE
- NATURAL MARBLE | BORAL
- SCHEME 2: CONCRETE SHAKE TILE ROOF
- CHARCOAL BLEND | BORAL

ELEVATION B: CRAFTSMAN

- SCHEME 3: CONCRETE SHAKE TILE ROOF
- CHARCOAL BLEND | BORAL
- SCHEME 4: CONCRETE SHAKE TILE ROOF
- HICKORY | BORAL

EXHIBIT A p10



Elevation B
Craftsman



Elevation A
Farmhouse

PLAN 2
Front Elevations

EXHIBIT A p11

**LAFFERTY
COMMUNITIES**

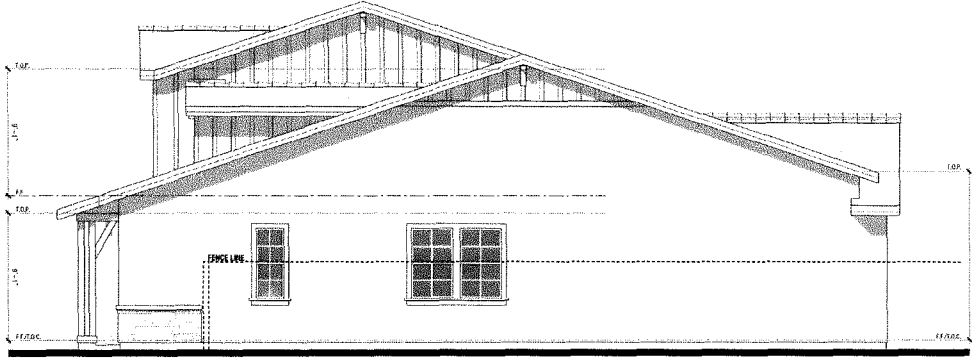
POMEGRANATE

NEWARK, CA

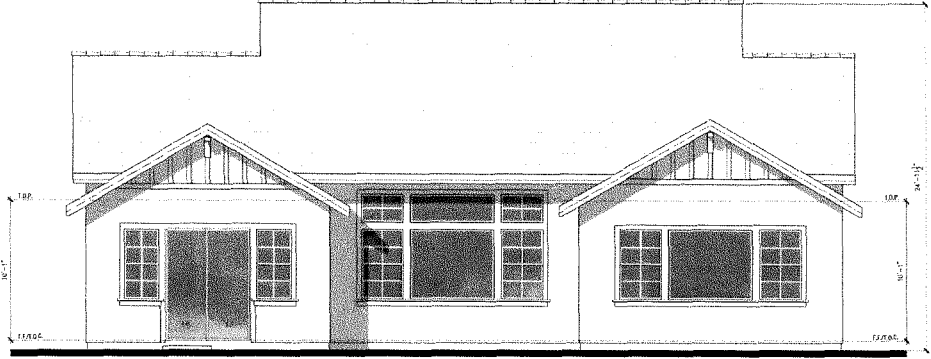
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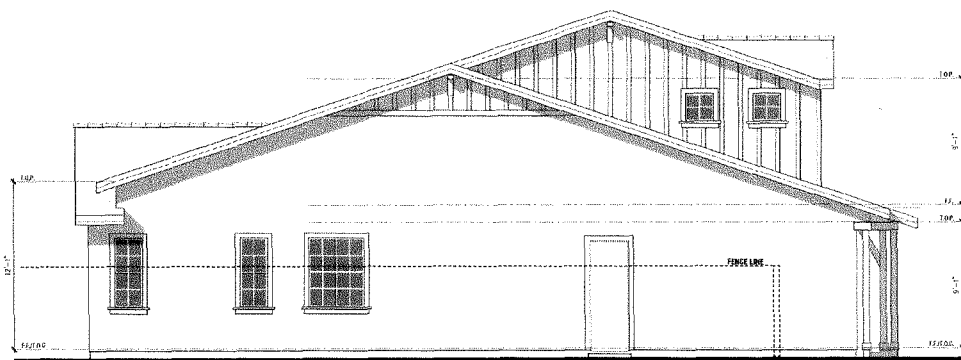
WHA
WILLIAM HEZMALHALCH ARCHITECTS, INC.



Right



Rear



Left



Front

PLAN 2
Elevation A - Farmhouse

EXHIBIT A p12

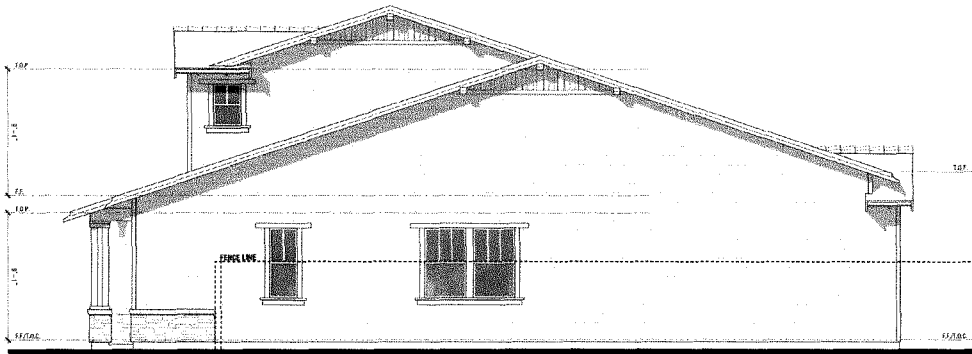
- BUILDING MATERIALS:**
COLOR SCHEME 2
- | | |
|------------------------------------|---|
| 1. CONCRETE SLATE TILE ROOF | 8. INSULATED VINYL WINDOWS |
| 2. FASCIA | 9. STONE VENEER |
| 3. STUCCO | 10. STONE CAP |
| 4. STUCCO OVER FOAM TRIM AT STUCCO | 11. WOOD POST/BRACE AT PORCH |
| 5. BOARD AND BATTEN | 12. SIMULATED WOOD OUTLOOKERS |
| 6. FIBER CEMENT TRIM AT BATTS | 13. SIMULATED WOOD SHUTTERS |
| 7. FIBERGLASS FRONT ENTRY DOOR | 14. METAL SECTIONAL GARAGE DOOR WITH GLASS PANELS |

**LAFFERTY
COMMUNITIES**

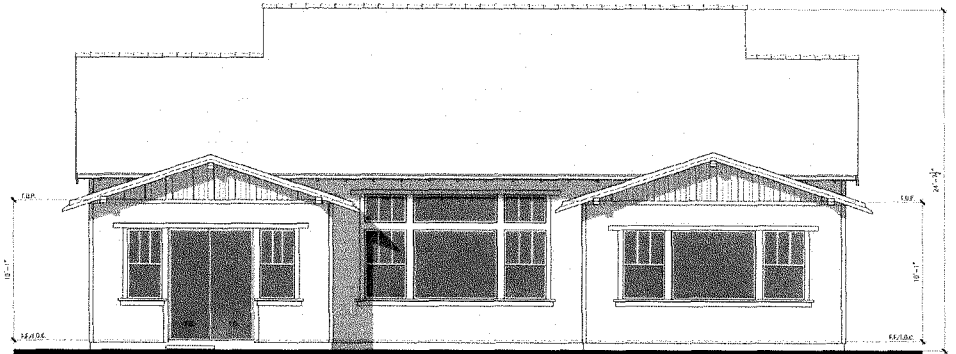
POMEGRANATE
NEWARK, CA

A2.5

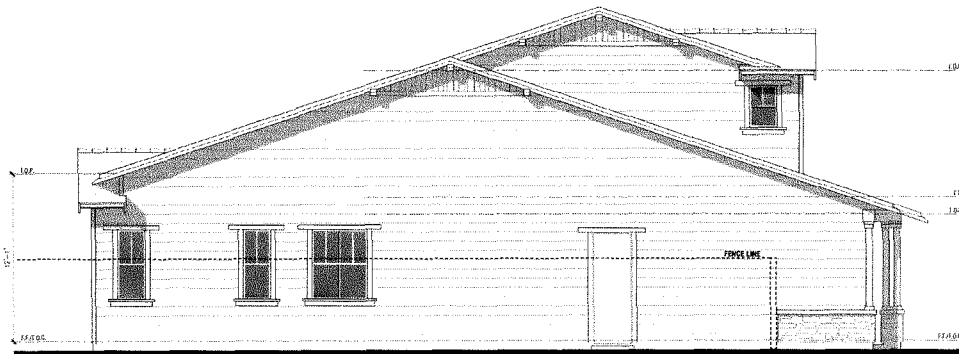
WHA.



Right



Rear



Left



Front

PLAN 2 Elevation B - Craftsman

EXHIBIT A p13

BUILDING MATERIALS:

COLOR SCHEME 4

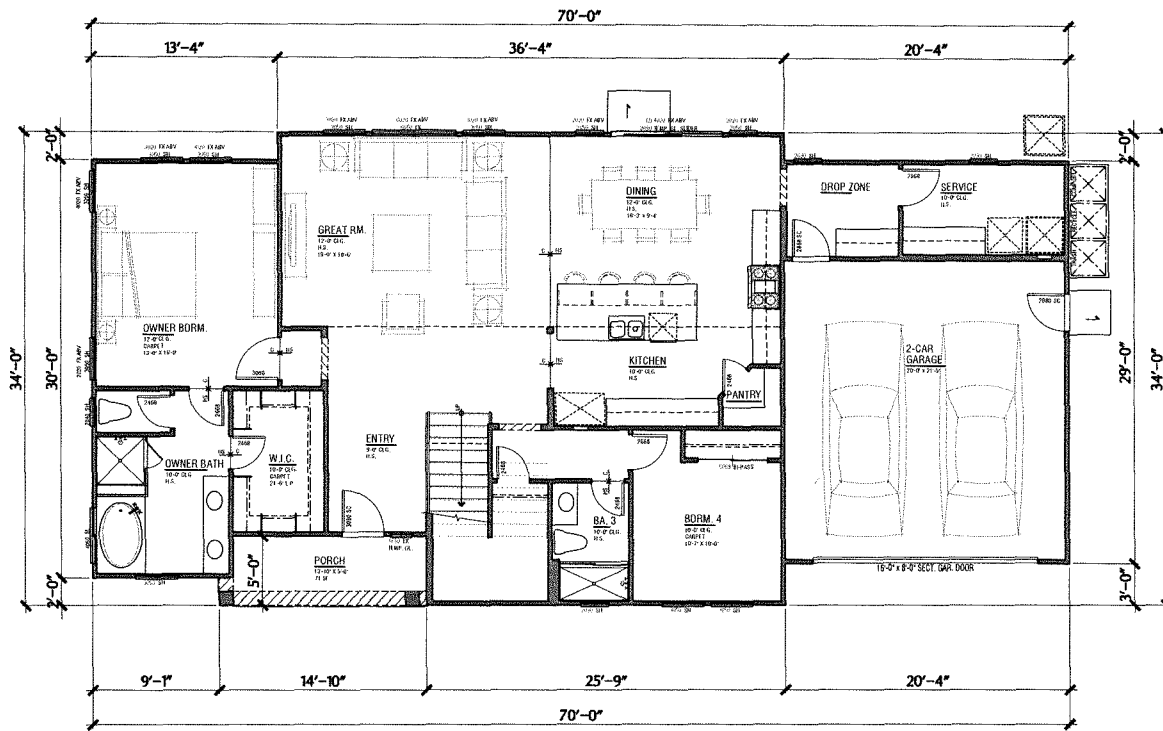
- 1. CONCRETE SHAKE TILE ROOF
- 2. FASCIA
- 3. LAP SIDING
- 4. FIBER CEMENT TRIM AT LAP SIDING
- 5. BOARD AND BATTEN AT GABLES
- 6. FIBERGLASS FRONT ENTRY DOOR
- 7. INSULATED VINYL WINDOWS
- 8. STONE VENEER
- 9. BRICK CAP
- 10. WOOD POST/STONE VENEER PORCH
- 11. SIMULATED WOOD BRACES
- 12. METAL SECTIONAL GARAGE DOOR WITH GLASS PANELS

**LAFFERTY
COMMUNITIES**

POMEGRANATE
NEWARK, CA

A2.6

WHA
ARCHITECTS



Lower Floor 1,720 SF

PLAN 3

2,368 SF
 4 Bdrm | 3 Bath | Loft
 2-Car Garage

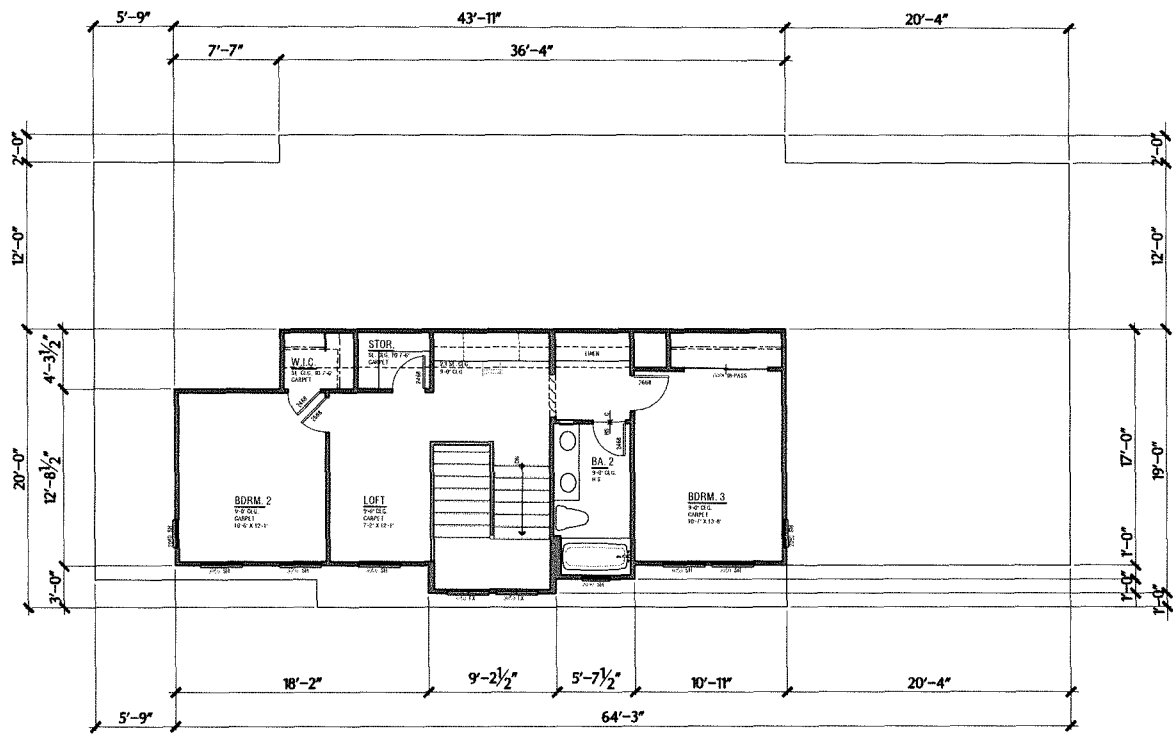
EXHIBIT A p14

POMEGRANATE
 NEWARK, CA

LAFFERTY
 COMMUNITIES

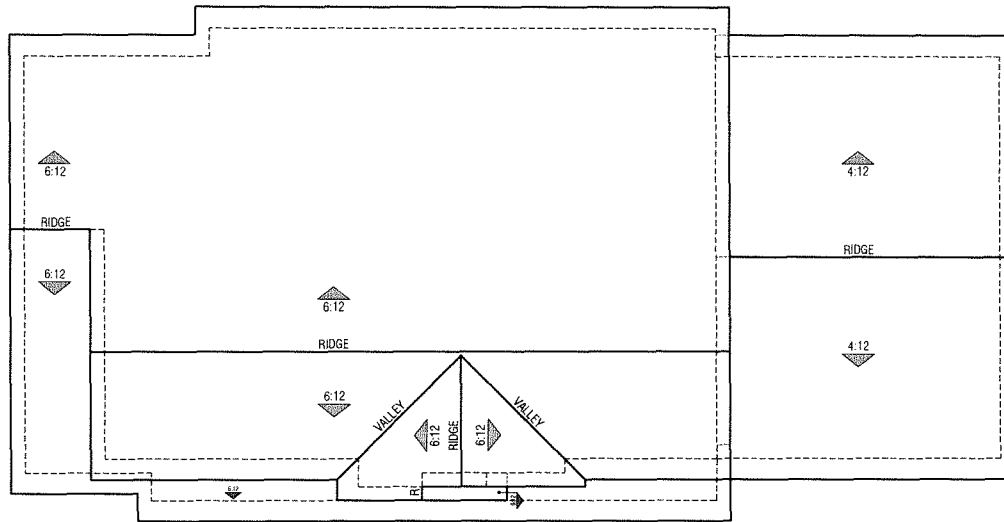
A3.1.1

WHA.



Upper Floor 648 SF

EXHIBIT A p15



Elevation C
Traditional

PLAN 3
Roof Plan

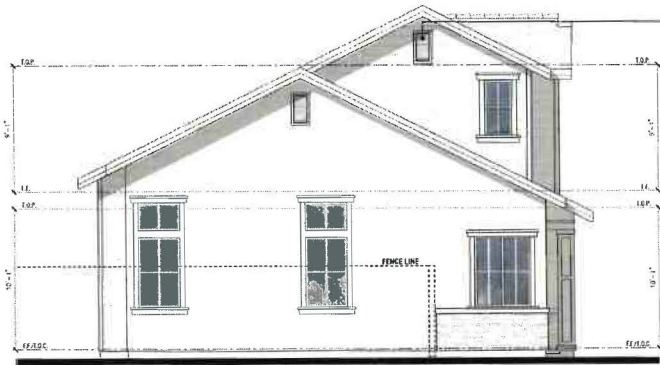
ROOFING MATERIALS:
ELEVATION C: TRADITIONAL EXHIBIT A p16
 SCHEME 5: CONCRETE SHAKE TILE | CHARCOAL BLEND | DURAL
 SCHEME 6: CONCRETE SLATE TILE ROOF | RUSTIC BROWN BLEND | BORAL



Right



Rear



Left



Front

PLAN 3
Elevation C - Traditional

EXHIBIT A p17

BUILDING MATERIALS:

COLOR SCHEME 6

- | | |
|------------------------------------|---|
| 1. CONCRETE SLATE TILE ROOF | 9. STONE VENEER |
| 2. FASCIA | 10. STONE CAP |
| 3. LAP SIDING | 11. WOOD POST PORCH |
| 4. FIBER CEMENT TRIM AT LAP SIDING | 12. GABLE END VENTS |
| 5. STUCCO | 13. SIMULATED WOOD SHUTTERS |
| 6. STUCCO OVER FOAM TRIM AT STUCCO | 14. SIMULATED WOOD PANELS AT GABLE |
| 7. FIBERGLASS FRONT ENTRY DOOR | 15. METAL SECTIONAL GARAGE DOOR WITH GLASS PANELS |
| 8. INSULATED VINYL WINDOWS | |

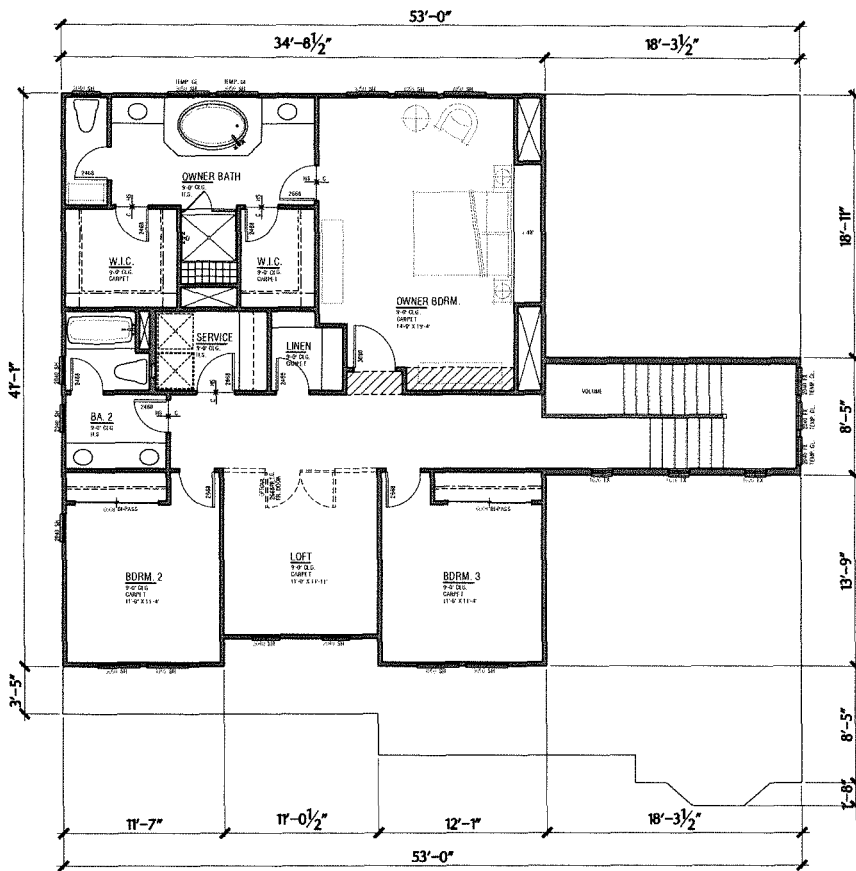
LAFFERTY
COMMUNITIES

POMEGRANATE

NEWARK, CA

A3.3

WHA



Upper Floor 1,394 SF

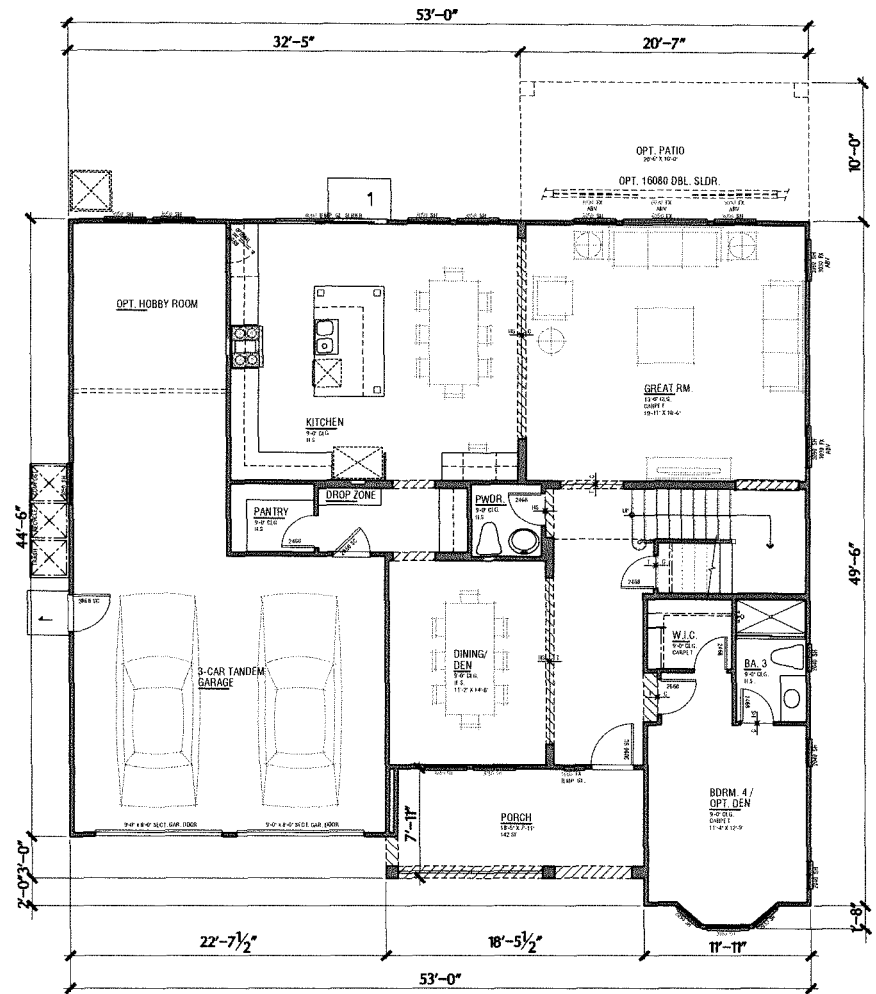
**LAFFERTY
COMMUNITIES**

PLAN 4

2,999 SF
4 Bdrm | 3.5 Bath | Loft
3- Car Garage
(Elevation C - Traditional Shown)

POMEGRANATE

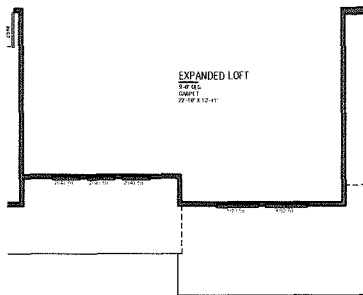
NEWARK, CA



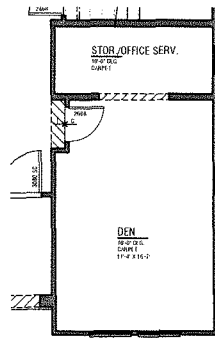
Lower Floor 1,605 SF

A4.1.1

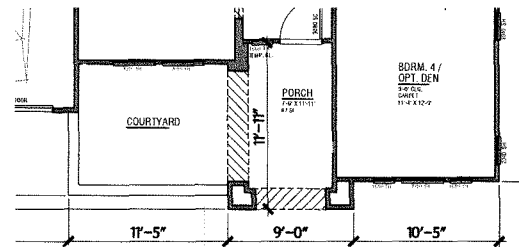
WHA.



Expanded Loft Option



Den Option

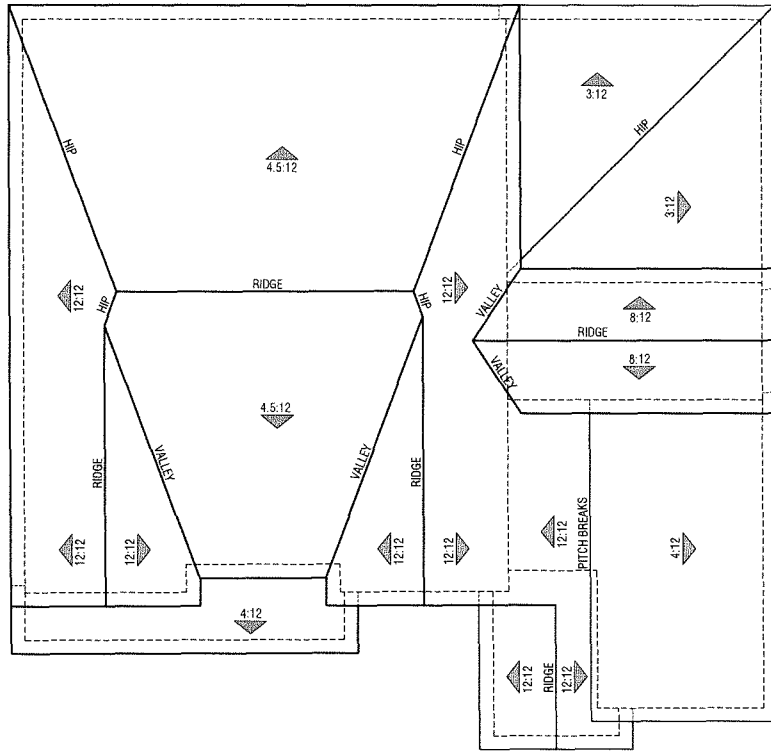


Elevation D - Northern European Porch Plan

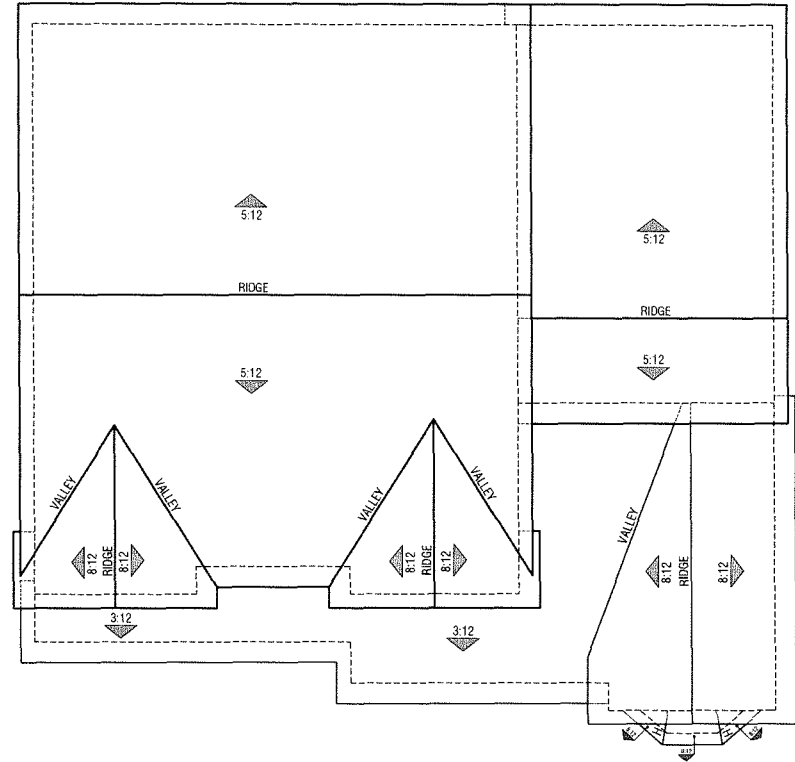
PLAN 4

Opt. Floor Plans & Elevation D Porch Plan

EXHIBIT A p19



Elevation D
Northern European



Elevation C
Traditional

PLAN 4
Roof Plans

- ROOFING MATERIALS:**
- ELEVATION C: TRADITIONAL**
 - SCHEME 5: CONCRETE SHAKE TILE | CHARCOAL BLEND | BORAL
 - SCHEME 6: CONCRETE SLATE TILE ROOF | RUSTIC BROWN BLEND | BORAL
 - ELEVATION D: NORTHERN EUROPEAN:**
 - SCHEME 7: CONCRETE SLATE TILE ROOF | DESERT SAGE | BORAL
 - SCHEME 8: CONCRETE SHAKE TILE ROOF | CHARCOAL BROWN BLEND | BORAL



Elevation D
Northern European



Elevation C
Traditional

PLAN 4
Front Elevations

EXHIBIT A p21

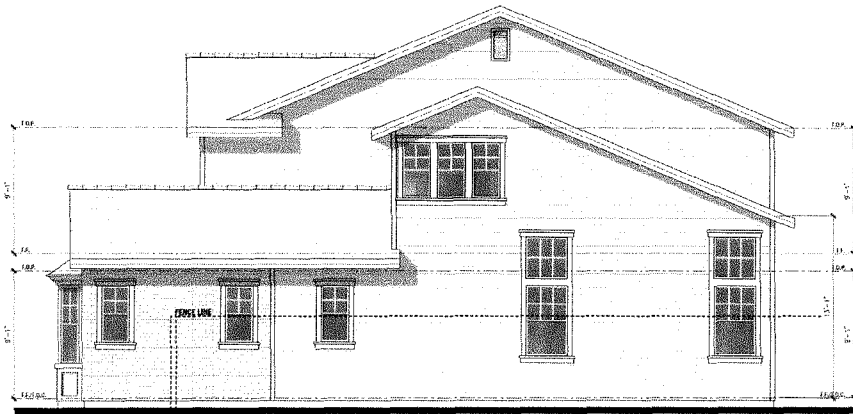
**LAFFERTY
COMMUNITIES**

POMEGRANATE
NEWARK, CA

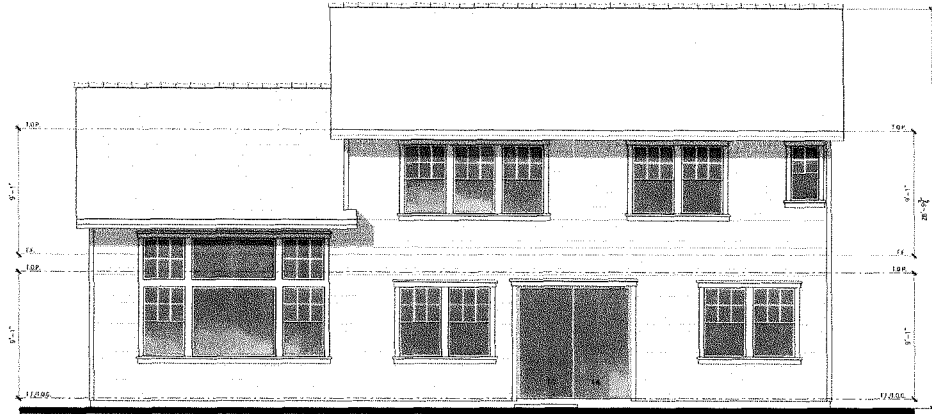
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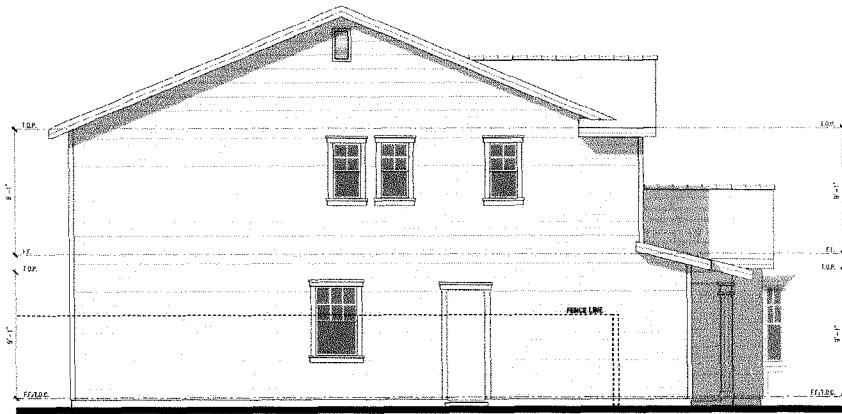
WHA.
Architects & Planners



Right



Rear



Left



Front

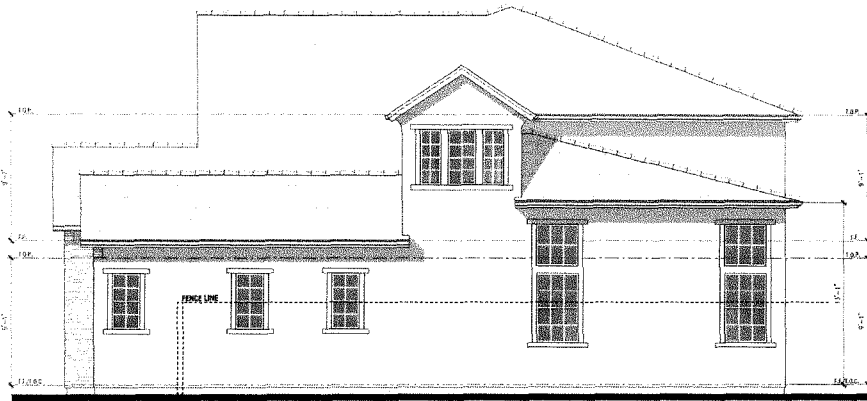
PLAN 4
Elevation C - Traditional

EXHIBIT A p22

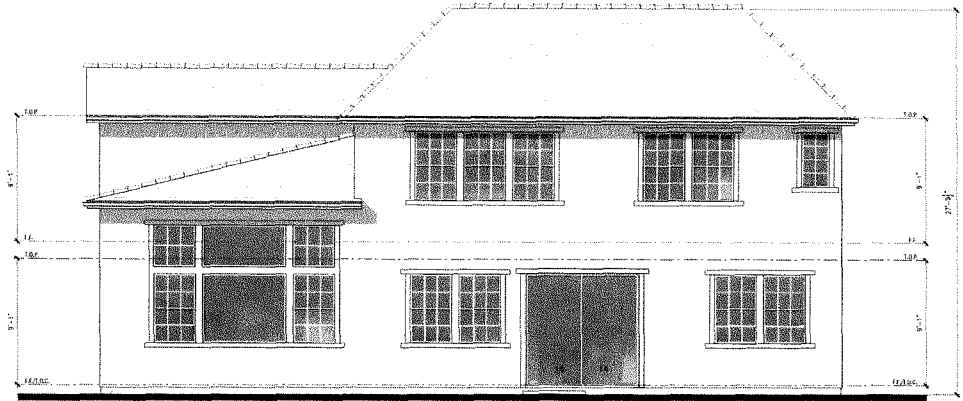
BUILDING MATERIALS:

COLOR SCHEME 5

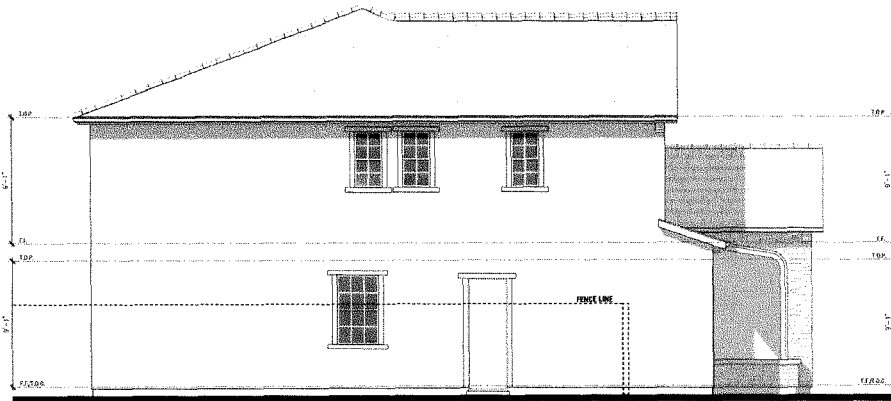
- | | |
|------------------------------------|---|
| 1. CONCRETE SHAKE TILE ROOF | 8. INSULATED VINYL WINDOWS |
| 2. FASCIA | 9. BRICK VENEER |
| 3. LAP SIDING | 10. WOOD POST PORCH |
| 4. FIBER CEMENT TRIM AT LAP SIDING | 11. GABLE END VENTS |
| 5. FIBERGLASS FRONT ENTRY DOOR | 12. SIMULATED WOOD SHUTTERS |
| 6. METAL ROOF | 13. METAL SECTIONAL GARAGE DOOR WITH GLASS PANELS |
| 7. SIMULATED WOOD PANELS | |



Right



Rear



Left



Front

PLAN 4
Elevation D - Northern European

EXHIBIT A p23

BUILDING MATERIALS:

COLOR SCHEME 8

- | | |
|------------------------------------|---|
| 1. CONCRETE SHAKE TILE ROOF | 8. INSULATED VINYL WINDOWS |
| 2. FASCIA | 9. STONE VENEER |
| 3. STUCCO | 10. STONE CAP |
| 4. STUCCO OVER FOAM TRIM AT STUCCO | 11. STUCCO COLUMN/STONE VENEER PORCH |
| 5. FIBERGLASS FRONT ENTRY DOOR | 12. GABLE END VENTS |
| 6. SIMULATED WOOD PANELS | 13. METAL SECTIONAL GARAGE DOOR WITH GLASS PANELS |
| 7. METAL ACCENT | |

**LAFFERTY
COMMUNITIES**

POMEGRANATE
NEWARK, CA

A4.5

WHA.

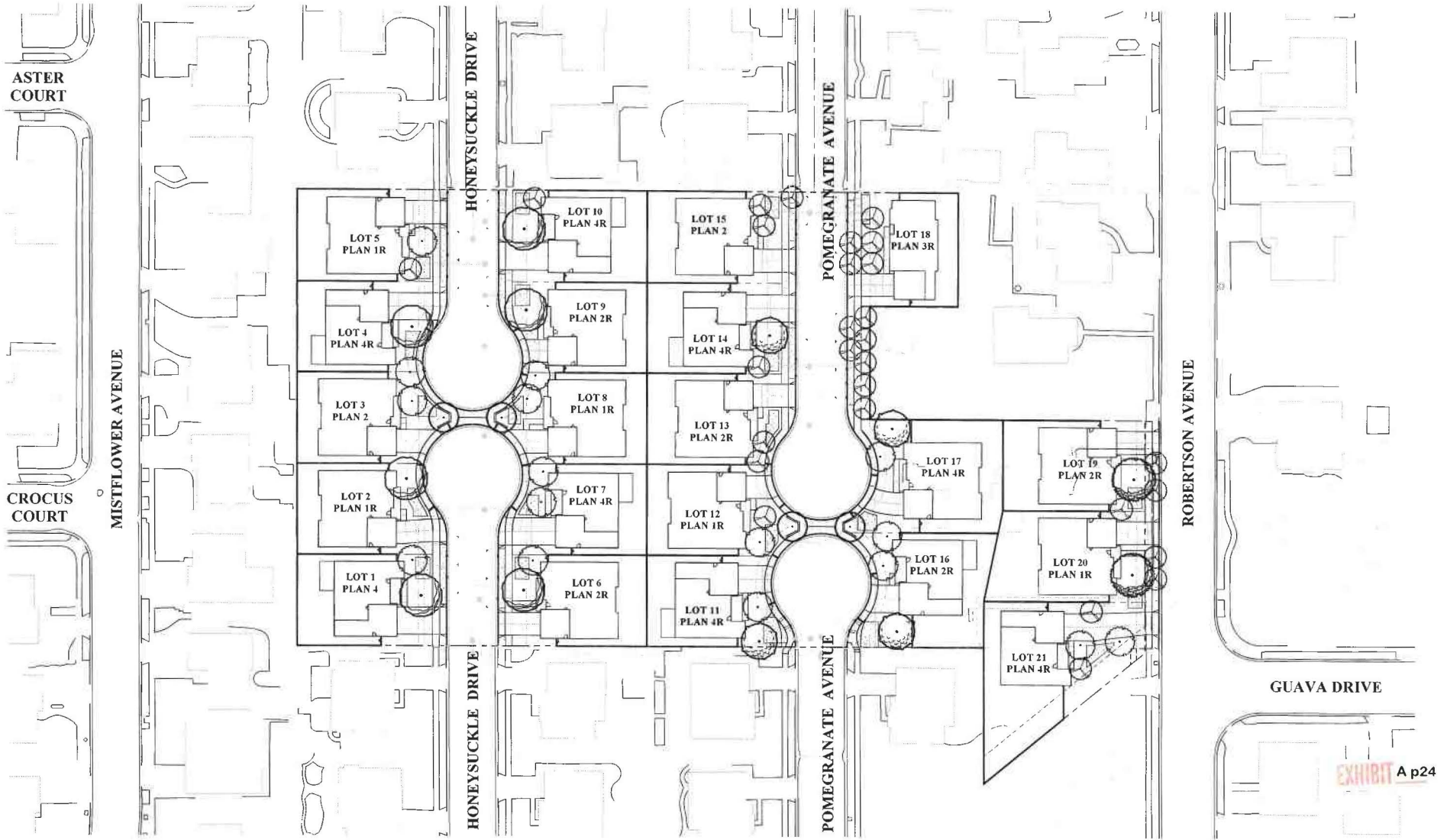


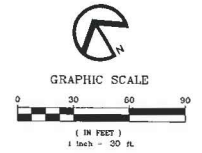
EXHIBIT A p24

LANDSCAPE ARCHITECTURE
LAND PLANNING
 1015 BIRAZZA STREET
 SUITE 314
 WALNUT CREEK, CA 94596
 TEL: 925.938.7377
 www.ripleydesign.com

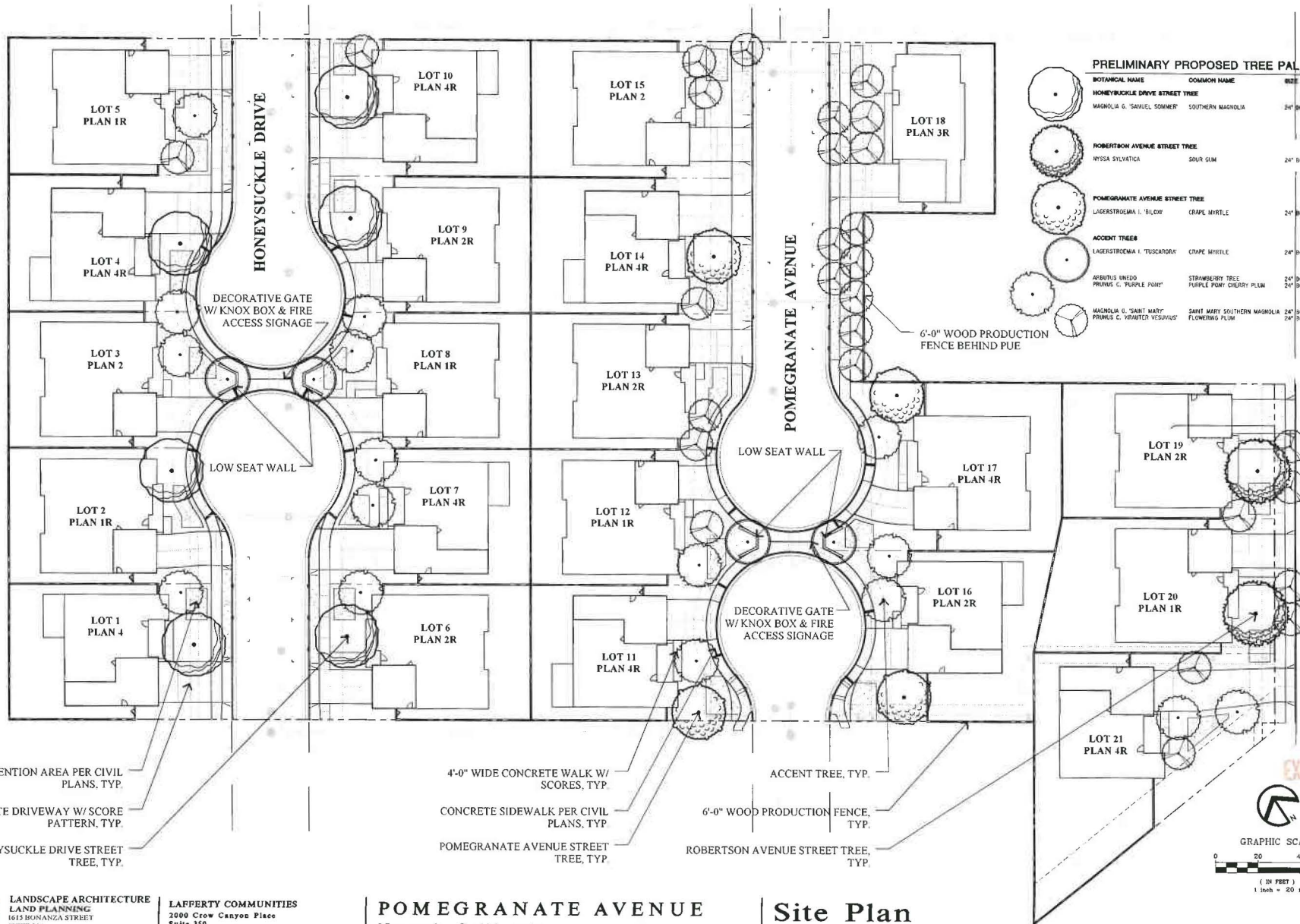
LAFFERTY COMMUNITIES
 2000 Crow Canyon Place
 Suite 350
 San Ramon, Ca 94583
 TEL: 925.692.2080

POMEGRANATE AVENUE
 Newark, California
 January 14, 2019

Neighborhood Site Plan
Pomegranate



L1



PRELIMINARY PROPOSED TREE PALETTE

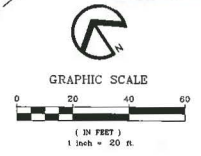
BOTANICAL NAME	COMMON NAME	SIZE	WATER
HONEYSUCKLE DRIVE STREET TREE			
MAGNOLIA G. 'SAMUEL SOMNER'	SOUTHERN MAGNOLIA	24" BOX	LOW
ROBERTSON AVENUE STREET TREE			
NYSSA SYLVATICA	SWAMP GUM	24" BOX	MEDIUM
POMEGRANATE AVENUE STREET TREE			
LIGESTRODIA I. 'BLOOM'	GRAPE MYRTLE	24" BOX	LOW
ACCENT TREES			
LIGESTRODIA I. 'TUSCARORA'	GRAPE MYRTLE	24" BOX	LOW
ARBUTUS UNEDO	STRAWBERRY TREE	24" BOX	LOW
PRUNUS C. 'PURPLE PONY'	PURPLE PONY CHERRY PLUM	24" BOX	LOW
MAGNOLIA G. 'SAINT MARY'	SANT MARY SOUTHERN MAGNOLIA	24" BOX	MEDIUM
PRUNUS C. 'BRANDED WISCONSIN'	FLORENTINE PLUM	24" BOX	LOW

BIORETENTION AREA PER CIVIL PLANS, TYP.
 CONCRETE DRIVEWAY W/ SCORE PATTERN, TYP.
 HONEYSUCKLE DRIVE STREET TREE, TYP.

4'-0" WIDE CONCRETE WALK W/ SCORES, TYP.
 CONCRETE SIDEWALK PER CIVIL PLANS, TYP.
 POMEGRANATE AVENUE STREET TREE, TYP.

ACCENT TREE, TYP.
 6'-0" WOOD PRODUCTION FENCE, TYP.
 ROBERTSON AVENUE STREET TREE, TYP.

EXHIBIT A p25



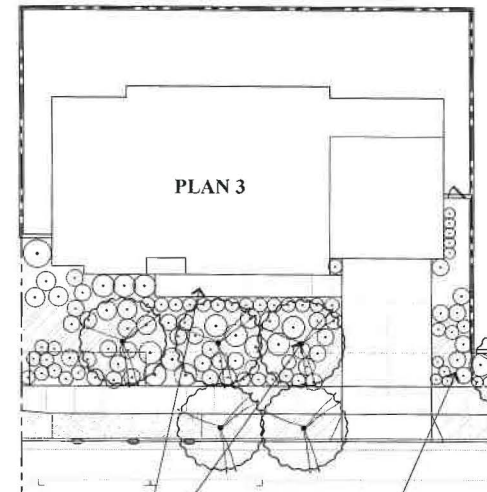
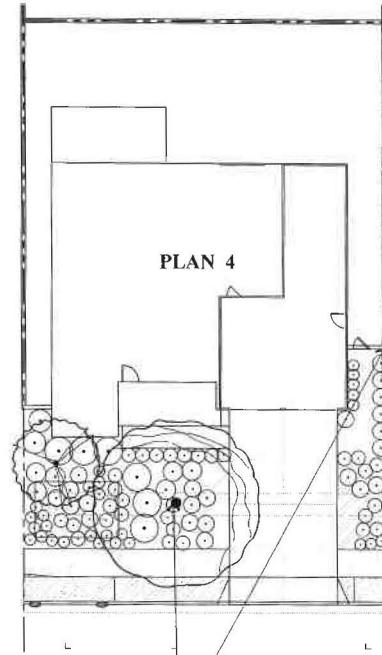
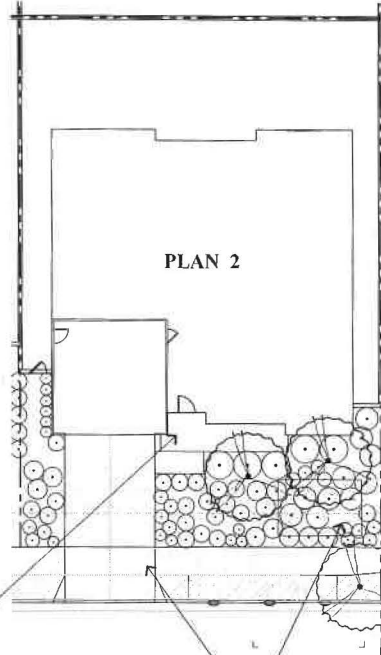
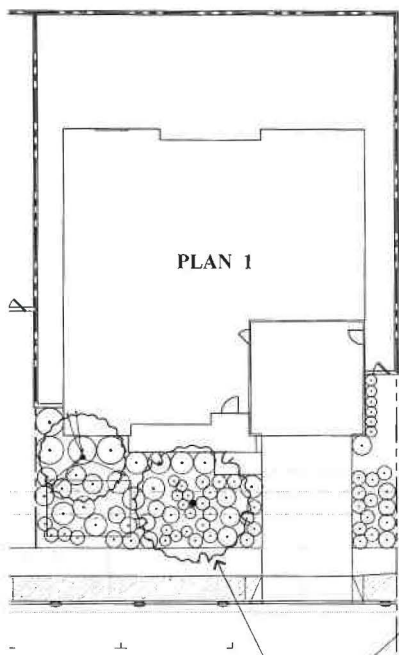
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POMEGRANATE AVENUE
 Newark, California
 January 14, 2019

Site Plan
Pomegranate

L2



CONCRETE SIDEWALK PER CIVIL PLANS, TYPICAL
ARCHITECTURAL PORCH, TYPICAL

CONCRETE DRIVEWAY W/ SCORE PATTERN, TYPICAL
BIORETENTION AREA PER CIVIL PLANS, TYPICAL

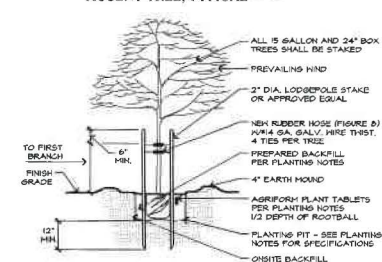
STREET TREE, TYPICAL
6'-0" WOOD PRODUCTION FENCE, TYP.

4'-0" WIDE CONCRETE WALK, TYPICAL
ACCENT TREE, TYPICAL

SHRUB & GROUNDCOVER PLANTING, TYPICAL

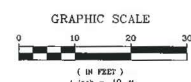
PRELIMINARY PROPOSED PLANT PALETTE

BOTANICAL NAME	COMMON NAME	WATER USE	SIZE	BOTANICAL NAME	COMMON NAME	WATER USE	SIZE	BOTANICAL NAME	COMMON NAME	WATER USE	SIZE				
SHRUBS - BACKGROUND															
ACADA 'COURN IT'	RIVER WATTLE	LOW	5 GALLON	DIETES INDIGES	FORTNIGHT LILY	LOW	5 GALLON	JUNJUS PATENS	CALIFORNIA RUSH	LOW	1 GALLON				
GREVILLEA 'WOLLY'	WOOLY GREVILLEA	LOW	5 GALLON	INDIGNA D. 'GOLF STREAM'	GOSE STREAM BAMBDO	LOW	5 GALLON	MULSIBERGIA ROBERTI	DEERBARK	LOW	1 GALLON				
LAURATEA MARTINA	TREE MALLOW	LOW	5 GALLON	CISTUS HYBRIDUS	ROCKROSE	LOW	5 GALLON	NERPTA FAASSENII	CATNIP	LOW	1 GALLON				
LOROPETALUM CHINENSIS	CHINESE FRIBSE FLOWER	LOW	5 GALLON	DIETES BICOLOR	FORTNIGHT LILY	LOW	5 GALLON	PHYMOS CALIFORNICA	COFFEEBERRY	LOW	1 GALLON				
MAHONIA D. 'GOLF STREAM'	GOLF STREAM DAMROD	LOW	5 GALLON	PRODRAMA T. 'MAORI MAIDEN'	NEW ZEALAND FLAX	LOW	5 GALLON	POSA CALIFORNICA	CALIFORNIA WILD ROSE	LOW	1 GALLON				
RIPIPHOLEIPS T. 'GALLENINI'	INDIA BIRNTHORN	LOW	5 GALLON	PRODRAMA T. 'YELLOW WAVEY'	NEW ZEALAND FLAX	LOW	5 GALLON	SALVIA CLEVELANDI	CLEVELAND SAGE	LOW	1 GALLON				
SOLITA HETEROPHYLLA	BLUESHILL CREEPER	LOW	5 GALLON	FITTOGLOMIA 'WHEELER'S DWARF'	'SWART TONIA	LOW	5 GALLON	SANTOLINA	SANTOLINA	LOW	1 GALLON				
SIBYRGA VULGARIS	COMMON ULAC	LOW	5 GALLON	SOLITA HETEROPHYLLA	BLUESHILL CREEPER	LOW	5 GALLON	STACHYS SPP.	LAMBS EAR	LOW	1 GALLON				
XYSOLMA C. 'COMPACTA'	COMPACT XYSOLMA	LOW	5 GALLON	SHRUBS - ACCENT											
SHRUBS - FOUNDATION															
JIMPERSIS S. 'NEODI'	COLUMBIA JIMPER	LOW	5 GALLON	BOTTELECOM T. 'BLONDE AMBITION'	BLUE GAMMA GRASS	LOW	1 GALLON	LANTANA MONTENSIS	TRAILING LANTANA	LOW	1 GALLON				
LOROPETALUM CHINENSIS	CHINESE FRIBSE FLOWER	LOW	5 GALLON	COREX YMAUSCOLA	BRISLEY SEDGE	LOW	1 GALLON	SANTA BARBARA DAISY		LOW	1 GALLON				
OLEA E. 'LITTLE OLE'	SHRUB OLIVE	LOW	5 GALLON	ERIGERON KARVINSKIAUS	DWARF BURRIPS	LOW	1 GALLON	THYMUS PSEUDOLANUGINOSUS WOOLLY THYME		LOW	1 GALLON				
RIPIPHOLEIPS T. 'BALLEONIA'	INDIA BIRNTHORN	LOW	5 GALLON	EURTOPS P. 'MUCHOSNY'	BLUE OAT GRASS	LOW	1 GALLON								
ROSABARBUS D. 'TUSCAN BLUE'	UPRIGHT ROSEMARY	LOW	5 GALLON	HELICTROGLOM SCAMPERSPENS	SPRINKLE LAVANDER	LOW	1 GALLON								
XYSOLMA C. 'COMPACTA'	COMPACT XYSOLMA	LOW	5 GALLON	LOWANRULA A. 'STICEIES'	CELESTI	LOW	1 GALLON								
				PERVISELUM A. 'TRAMELY'	DWARF FOUNTAIN GRASS	LOW	1 GALLON								
				PERSTEBON N. 'MARGARETA BOY'	BLUE PERSTEBON	LOW	1 GALLON								



NOTE:
1. ROOT CONTROL BARRIER PANELS SHALL BE REQUIRED WHERE TREES IS WITHIN 10' FROM PAVING. ROOT SOLUTIONS ROOT BARRIER OR EQUAL MAY BE USED. LENGTH OF BARRIER TO BE CENTERED ON TREE.

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



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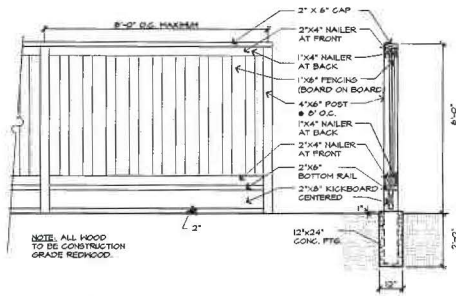
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POMEGRANATE AVENUE
Newark, California
January 14, 2019

**Preliminary Typical Planting
Plans 1, 2, 3, & 4**

L3

EXHIBIT A p26



B 6'-0" WOOD PRODUCTION FENCE SCALE: 1/2" = 1'-0"
08 1/16

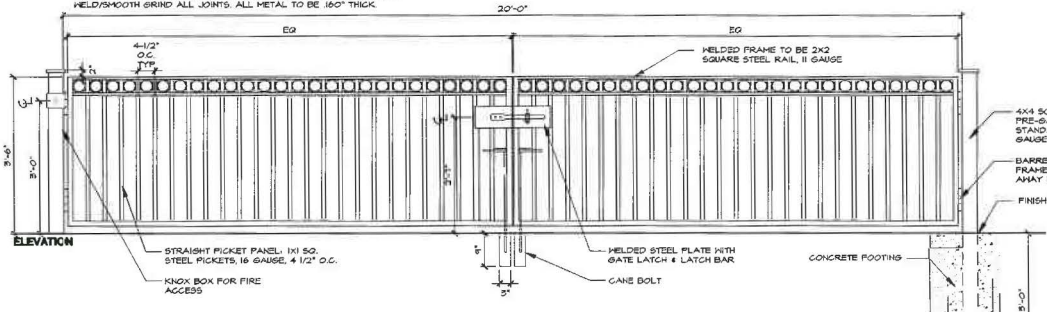
- NOTES:**
- ALL TREES SHALL BE PLANTED AND STAKED PER CITY STANDARDS.
 - TREES BE PLANTED WITHIN 3' OF HARDSCAPE ELEMENTS, SHALL HAVE A LINEAR ROOT BARRIER INSTALLED ADJACENT TO THE HARDSCAPE ELEMENT AT TIME OF TREE PLANTING.
 - LANDSCAPE AND IRRIGATION SHALL COMPLY WITH CITY'S CURRENT WATER-EFFICIENT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

Pomegranate Ave
Landscape Frontage Calculations
Prepared by Ripley Design Group
Monthly, January 14, 2019

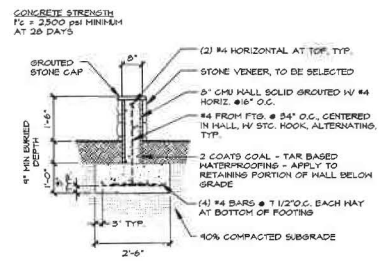
Lot #	Lot Area (sq ft)	Building Footprint % Footprint (sq ft)	Assumed Hardscape of Rear Yard (sq ft)	Required Square Footage of Landscape Area (FSQ)*	Available Landscape Area (sq ft, ± 25%)	Available Landscape Area/Lot Area	Required Square Footage of Landscape Area (FSQ)**	Frontage Area (sq ft, ± 30% of Required Landscape Area)	Frontage Area/Available Frontage Area
1	6130	1339	120	1548	2731	45.4%	997	997	100.0%
2	3616	1448	120	1454	2351	16.7%	727	881	123.7%
3	6212	1188	120	1559	2539	41.9%	755	1165	154.4%
4	5834	1369	120	1455	2318	39.2%	727	944	129.8%
5	6138	1354	120	1550	2724	44.9%	775	952	122.9%
6	6269	1294	120	1527	2526	43.5%	765	835	109.2%
7	5771	1399	120	1443	2257	39.1%	721	856	118.9%
8	3019	1011	120	1097	2483	41.0%	740	1093	146.8%
9	5367	1289	120	1442	2362	43.0%	721	951	131.8%
10	6144	1229	120	1336	2705	45.6%	768	1011	131.8%
11	5443	1118	120	1115	2417	47.7%	708	1065	150.5%
12	5562	1214	120	1491	2486	43.7%	745	1194	160.2%
13	3618	1390	120	1479	2435	42.2%	739	748	101.1%
14	6108	1367	120	1517	2627	43.0%	761	967	127.0%
15	6114	1362	120	1536	2662	43.3%	768	950	123.7%
16	6511	1029	120	1024	3146	51.4%	810	1086	134.0%
17	7834	1041	120	1069	4473	58.6%	954	1699	178.0%
18	5185	2745	120	1371	2820	57.8%	685	1243	181.3%
19	4359	1294	120	1460	2455	49.1%	800	900	112.5%
20	6608	1384	120	1507	3211	48.5%	854	981	114.9%
21	6408	1390	120	1532	3699	60.6%	1176	1227	104.4%
				Total Landscape Area	60,640		Total Landscape Frontage	21,250	

*Newark Municipal Code section 17.16.130. No less than 25% of each single family lot to be landscaped.
**At least 50% of that area to be provided along the lot's frontage.

- NOTES:**
- A SIGN SHALL BE PROVIDED AT GATE INDICATING FIRE ACCESS ROAD SHALL NOT BE BLOCKED.
 - PAIN: FACTORY PAINT AND FIELD TOUCHUP: (1) COAT PRIMER - (2) COATS SEMI-GLOSS - BLACK. NOTE: ALL CONNECTIONS TO BE HELDED FILLET WELD/SMOOTH GRIND ALL JOINTS. ALL METAL TO BE 160" THICK.



C DECORATIVE IRON AUTO GATE SCALE: 5/8" = 1'-0"
08 1/16



D SEAT WALL SCALE: 1/2" = 1'-0"
08 1/16

WATER-EFFICIENT LANDSCAPE PRACTICES & WELLS COMPLIANCE NOTES

Implementations of Ripley Design Landscaping guidelines consistent with Newark Municipal Code 15.44.040 are included in the landscape construction documents. Evidence of compliance with these guidelines are as follows:

1. Irrigation and well logs:
 - a. A surveyor will verify results and recommendations for proposed and actual conditions will be submitted.
 - b. Design documents include specifications for a well constructed with a depth of 4 feet prior to planting for all landscaped areas.
 2. Planting:
 - a. Planting considerations and plant material selection, all well as site is protected with a minimum of 3" of mulch.
 - b. Water will be provided organic matter for minimum amount of 1 bush of quality compost.
 2. Materials:
 - a. 10% of mulch is recycled from local organic materials with a plastic of wood mulch.
 - b. 5% of landscape construction and demolition waste will be recycled.
 3. Irrigation:
 - a. New systems will require automatic.
 - b. The specified drip system to include a timer with allocated zones.
 - c. None of the specified by California, consistent with the San Francisco City Area are included in the planting plan.
 - d. Use of all material plants are California native. Substitutions or changes subject to approval.
 - e. Drip or well specified in areas to include drip emitters or no emitters.
 - f. Drip shall be installed on all slopes exceeding 10%.
 - g. Total irrigation area specified to be based on a minimum of 25%.
 4. Plants:
 - a. Plants will be provided by water requirements and sun exposure ratios identified by drawings on the irrigation plan.
 - b. Irrigation:
 - a. A low water shutoff will be implemented with irrigation controller.
 - b. Sprinkler and other head are not specified for areas less than 5 feet wide.
 - c. Drip and bubble irrigation equipment will be specified and installed with an equal and distribution uniformity of 90% or greater in areas of over 100 square feet.
 - d. Irrigation in all wet areas will have a precipitation rate of 1 inch or less per hour (1% or greater) distribution uniformity of 90% or greater.
 - e. Irrigation system will be installed at 10% or less of ET.
 - f. An irrigation meter is specified to track irrigation water.
 - c. One-step maintenance:
 - a. Organic mulch to a minimum of 3 inches will require regular application.
 - b. Maintenance include a schedule for watering the water and creating water use.
 - c. As a condition of the maintenance, the contractor shall include the property owner will provide the tree water only some area calculations for each irrigation area and the irrigation plan.
 - d. Irrigation equipment will be regularly checked and any broken equipment will be immediately replaced.
 - e. Maintenance includes integrated pest management specifications.
- Evidence of compliance with the State Model Water Efficient Landscape Ordinance is as follows:
1. WELL #02-01-M: Preliminary hydrologic information for each typical lot is provided to the lot. Square footage of landscaped area is shown in the typical water budget calculations.
 2. WELL #02-01-S2: Water budget calculations show the estimated Total Water Use of 181.11 and the Maximum Applied Water Allowance (MAWA) is 160 gallons per year.
 - Reference to appropriate an inches per year (IPY) = 47
 3. Adjustment factor of 1.0 = 1.0
 - Calculation shows the gallons per square foot = 192
 3. WELL #02-01-H: The Plant Water Use (PWU) = 102.36 for low water use and 183 for high water use.
 4. WELL #02-01-T: The MAWA calculation are provided as follows:
 - a. Reference to appropriate an inches per year of 1.0 = 1.0
 - b. Adjustment factor of 1.0 = 1.0
 - c. Reference to appropriate an inches per year of 1.0 = 1.0
 5. WELL #02-01-H: The EFWA equivalent with square footage of each lot shown is as provided in table 1. The values listed above for the MAWA is also used in table 1. MAWA

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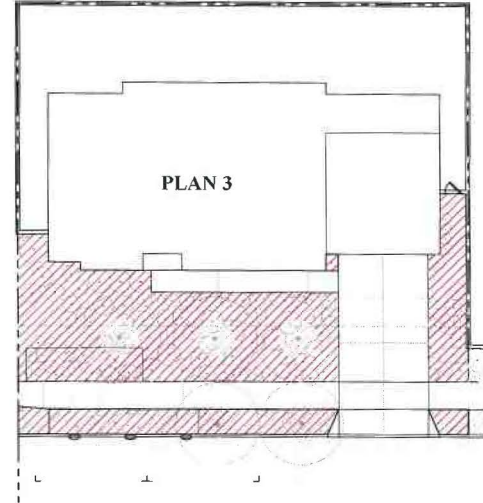
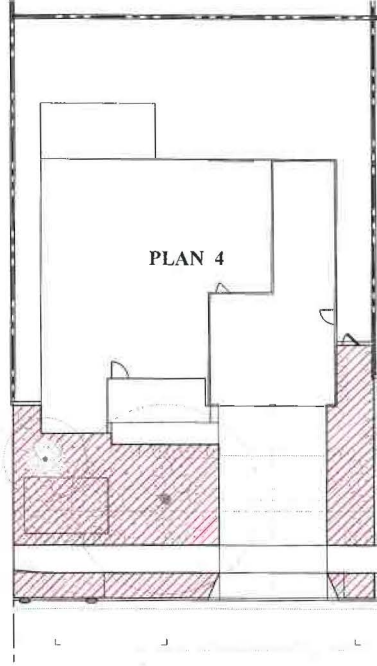
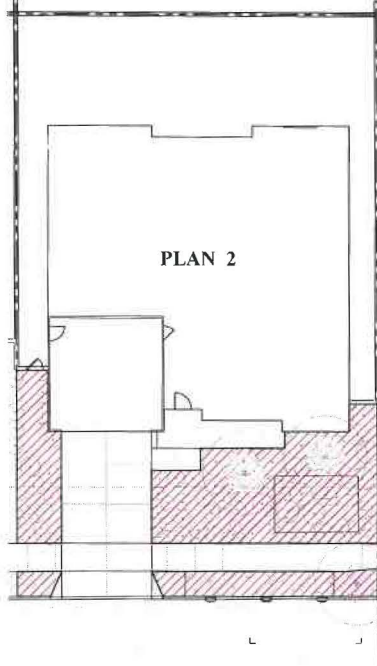
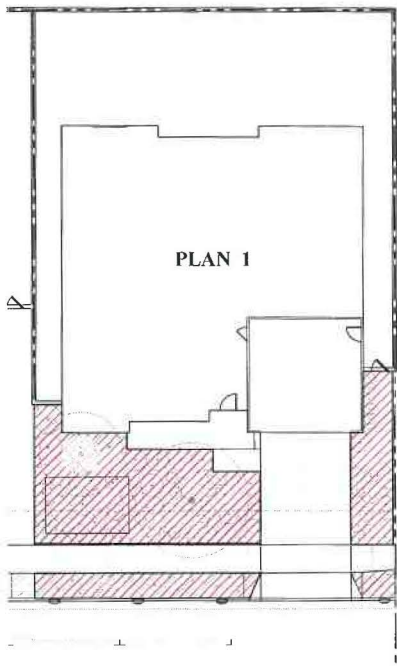
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POMEGRANATE AVENUE
Newark, California
January 14, 2019

Preliminary Planting & Construction Details & Notes

EXHIBIT A p27

L4



WATER USE CALCULATIONS FOR PLAN 1:

THE MAXIMUM APPLIED WATER ALLOWANCE (MAWA) IN GALLONS PER YEAR IS BASED ON THE FOLLOWING FORMULA:
 $MAWA = (ET_{10} \times 6240.55 \times LA)$

THE ESTIMATED TOTAL WATER USE (ETWU) IS THE SUM TOTAL OF ESTIMATED WATER USE FOR EACH HYDROZONE IN GALLONS PER YEAR AND IS BASED ON THE FOLLOWING FORMULA:
 $ETWU = (ET_{10} \times 6240.55 \times LA) + SLAI$

ET₁₀ = REFERENCE EVAPOTRANSPIRATION INCHES PER YEAR
 LA = LANDSCAPE AREA
 HA = HYDROZONE AREA (SQUARE FEET)
 PF = PLANT FACTOR FROM WOODS
 IE = IRRIGATION EFFICIENCY (0.80)
 CS = ET ADJUSTMENT FACTOR
 CF = CONVERSION FACTOR (110 GALLONS)

REFERENCE EVAPOTRANSPIRATION (ET₁₀) = 47.1

MAXIMUM APPLIED WATER ALLOWANCE: 18,647 GAL/YR
 $MAWA = 147.0 \times 10.621 \times 10.55 \times 1,621 = 18,643 \text{ GAL/YR}$

ESTIMATED TOTAL WATER USE: 16,907 GAL/YR
 $ETWU = 147.0 \times 10.621 \times 10.55 \times 1,621 + 1,656 \text{ GAL/YR}$

LOW ETWU = 147.0 x 10.621 x 10.55 x 1,251 = 16,056 GAL/YR
 0.81

MED ETWU = 147.0 x 10.621 x 10.55 x 1,711 = 18,151 GAL/YR
 0.81

WATER USE CALCULATIONS FOR PLAN 2:

THE MAXIMUM APPLIED WATER ALLOWANCE (MAWA) IN GALLONS PER YEAR IS BASED ON THE FOLLOWING FORMULA:
 $MAWA = (ET_{10} \times 6240.55 \times LA)$

THE ESTIMATED TOTAL WATER USE (ETWU) IS THE SUM TOTAL OF ESTIMATED WATER USE FOR EACH HYDROZONE IN GALLONS PER YEAR AND IS BASED ON THE FOLLOWING FORMULA:
 $ETWU = (ET_{10} \times 6240.55 \times LA) + SLAI$

ET₁₀ = REFERENCE EVAPOTRANSPIRATION INCHES PER YEAR
 LA = LANDSCAPE AREA
 HA = HYDROZONE AREA (SQUARE FEET)
 PF = PLANT FACTOR FROM WOODS
 IE = IRRIGATION EFFICIENCY (0.80)
 CS = ET ADJUSTMENT FACTOR
 CF = CONVERSION FACTOR (110 GALLONS)

REFERENCE EVAPOTRANSPIRATION (ET₁₀) = 47.1

MAXIMUM APPLIED WATER ALLOWANCE: 19,841 GAL/YR
 $MAWA = 147.0 \times 10.621 \times 10.55 \times 1,279 = 19,841 \text{ GAL/YR}$

ESTIMATED TOTAL WATER USE: 17,490 GAL/YR
 $ETWU = 147.0 \times 10.621 \times 10.55 \times 1,251 + 1,748 \text{ GAL/YR}$

LOW ETWU = 147.0 x 10.621 x 10.55 x 921 = 14,254 GAL/YR
 0.81

MED ETWU = 147.0 x 10.621 x 10.55 x 1,711 = 18,151 GAL/YR
 0.81

WATER USE CALCULATIONS FOR PLAN 3:

THE MAXIMUM APPLIED WATER ALLOWANCE (MAWA) IN GALLONS PER YEAR IS BASED ON THE FOLLOWING FORMULA:
 $MAWA = (ET_{10} \times 6240.55 \times LA)$

THE ESTIMATED TOTAL WATER USE (ETWU) IS THE SUM TOTAL OF ESTIMATED WATER USE FOR EACH HYDROZONE IN GALLONS PER YEAR AND IS BASED ON THE FOLLOWING FORMULA:
 $ETWU = (ET_{10} \times 6240.55 \times LA) + SLAI$

ET₁₀ = REFERENCE EVAPOTRANSPIRATION INCHES PER YEAR
 LA = LANDSCAPE AREA
 HA = HYDROZONE AREA (SQUARE FEET)
 PF = PLANT FACTOR FROM WOODS
 IE = IRRIGATION EFFICIENCY (0.80)
 CS = ET ADJUSTMENT FACTOR
 CF = CONVERSION FACTOR (110 GALLONS)

REFERENCE EVAPOTRANSPIRATION (ET₁₀) = 47.1

MAXIMUM APPLIED WATER ALLOWANCE: 26,363 GAL/YR
 $MAWA = 147.0 \times 10.621 \times 10.55 \times 1,541 = 26,363 \text{ GAL/YR}$

ESTIMATED TOTAL WATER USE: 23,341 GAL/YR
 $ETWU = 147.0 \times 10.621 \times 10.55 \times 1,322 + 2,254 \text{ GAL/YR}$

LOW ETWU = 147.0 x 10.621 x 10.55 x 921 = 14,254 GAL/YR
 0.81

MED ETWU = 147.0 x 10.621 x 10.55 x 1,711 = 18,151 GAL/YR
 0.81

WATER USE CALCULATIONS FOR PLAN 4:

THE MAXIMUM APPLIED WATER ALLOWANCE (MAWA) IN GALLONS PER YEAR IS BASED ON THE FOLLOWING FORMULA:
 $MAWA = (ET_{10} \times 6240.55 \times LA)$

THE ESTIMATED TOTAL WATER USE (ETWU) IS THE SUM TOTAL OF ESTIMATED WATER USE FOR EACH HYDROZONE IN GALLONS PER YEAR AND IS BASED ON THE FOLLOWING FORMULA:
 $ETWU = (ET_{10} \times 6240.55 \times LA) + SLAI$

ET₁₀ = REFERENCE EVAPOTRANSPIRATION INCHES PER YEAR
 LA = LANDSCAPE AREA
 HA = HYDROZONE AREA (SQUARE FEET)
 PF = PLANT FACTOR FROM WOODS
 IE = IRRIGATION EFFICIENCY (0.80)
 CS = ET ADJUSTMENT FACTOR
 CF = CONVERSION FACTOR (110 GALLONS)

REFERENCE EVAPOTRANSPIRATION (ET₁₀) = 47.1

MAXIMUM APPLIED WATER ALLOWANCE: 16,891 GAL/YR
 $MAWA = 147.0 \times 10.621 \times 10.55 \times 1,221 = 16,891 \text{ GAL/YR}$

ESTIMATED TOTAL WATER USE: 17,898 GAL/YR
 $ETWU = 147.0 \times 10.621 \times 10.55 \times 1,241 + 1,507 \text{ GAL/YR}$

LOW ETWU = 147.0 x 10.621 x 10.55 x 921 = 14,254 GAL/YR
 0.81

MED ETWU = 147.0 x 10.621 x 10.55 x 1,711 = 18,151 GAL/YR
 0.81

HYDROZONE INFORMATION TABLE

HYDROZONE WATER USE	ZONE/ VALVE	IRRI. METHOD	AREA	% OF LANDSCAPE AREA	
PLAN 1					
MEDIUM	A-1	BUBBLER	7 SF	1%	
LOW	A-2	BUBBLER	14 SF	1%	
LOW	A-3	DRP	930 SF	80%	
LOW	A-4	DRP	212 SF	18%	
PLAN 2					
MEDIUM	B-1	BUBBLER	14 SF	1%	
LOW	B-2	DRP	931 SF	81%	
LOW	B-3	DRP	209 SF	18%	
PLAN 3					
MEDIUM	C-1	BUBBLER	21 SF	2%	
LOW	C-2	DRP	908 SF	75%	
LOW	C-3	DRP	284 SF	23%	
PLAN 4					
LOW	D-1	BUBBLER	7 SF	1%	
LOW	D-2	BUBBLER	7 SF	1%	
LOW	D-3	DRP	1,005 SF	82%	
LOW	D-4	DRP	198 SF	16%	
TOTAL				4,849 SF	100%

HYDROZONE KEY

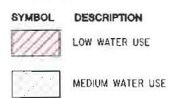
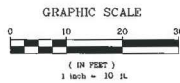
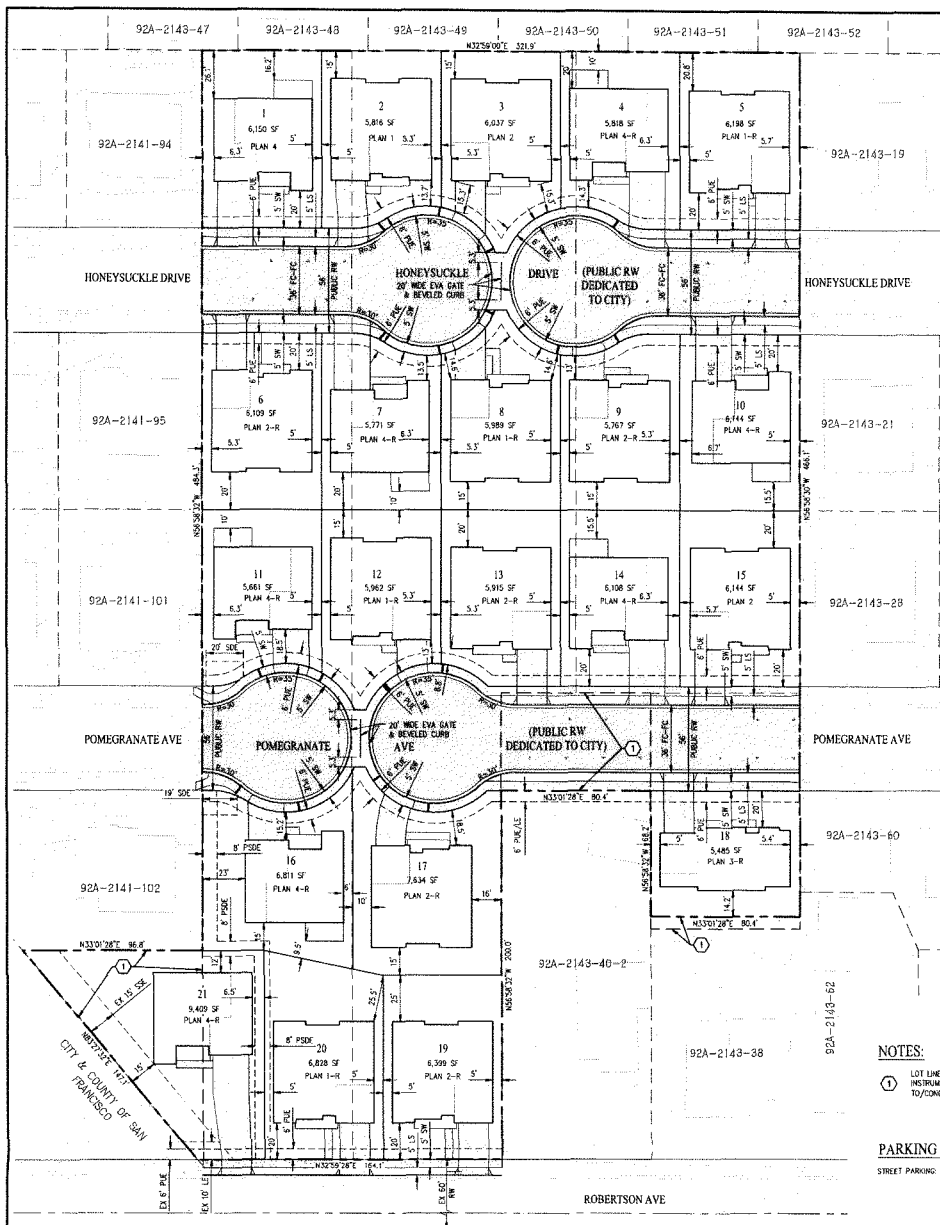
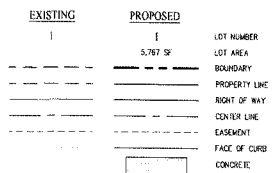


EXHIBIT A p28





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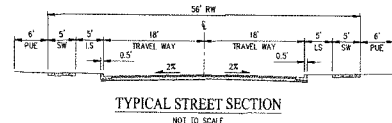


ABBREVIATIONS:

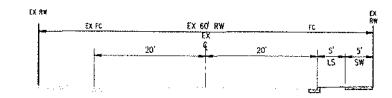
- CL CENTERLINE
- EASMT EASEMENT
- EVA EMERGENCY VEHICLE ACCESS
- EX EXISTING
- FC FACE OF CURB
- FH FIRE HYDRANT
- HP HIGH POINT
- LE LANDSCAPE EASEMENT
- LS LANDSCAPE
- PL PROPERTY LINE
- PSDE PRIVATE STORM DRAIN EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- R RIGHT OF WAY
- RW STORM DRAIN
- SD PUBLIC STORM DRAIN EASEMENT
- SSE SQUARE FEET
- SS SANITARY SEWER
- SSE SANITARY SEWER EASEMENT
- SRW SIDEWALK
- TC TOP OF CURB
- TP TYPICAL



VICINITY MAP
NOT TO SCALE



TYPICAL STREET SECTION
NOT TO SCALE



ROBERTSON AVE SECTION
NOT TO SCALE

LOT COVERAGE SUMMARY:

LOT NUMBER	BUILDING		DRIVEWAY AND WALK		LANDSCAPE		TOTAL AREA (SF)
	(SF)	(%)	(SF)	(%)	(SF)	(%)	
1	2679	44%	560	9%	2911	47%	6150
2	3003	52%	442	8%	2371	41%	5816
3	3003	50%	385	6%	2649	44%	6037
4	2679	46%	675	12%	2464	42%	5819
5	3003	48%	357	6%	3038	46%	6198
6	3003	49%	391	6%	2715	44%	6109
7	2679	46%	663	11%	2429	42%	5771
8	3003	50%	412	7%	2574	43%	5989
9	3003	52%	282	5%	2482	43%	5767
10	2679	44%	560	9%	2905	47%	6144
11	2679	47%	445	8%	2537	43%	5661
12	3003	50%	278	5%	2681	45%	5962
13	3003	51%	355	6%	2657	43%	5915
14	2679	44%	560	9%	2959	47%	6108
15	3003	49%	358	6%	2763	45%	6144
16	2679	39%	562	9%	3770	55%	6811
17	3003	39%	451	6%	4150	54%	7634
18	2243	41%	502	9%	2740	50%	5485
19	3003	47%	391	6%	3005	47%	6399
20	3003	44%	391	6%	3434	50%	6829
21	2473	28%	1117	12%	5819	60%	9409

GENERAL NOTES:

1. OWNER/DEVELOPER: LAFRETTY COMMUNITIES
2000 CROW CANYON PLACE, SUITE 350
SAN RAMON, CA 94583
CONTACT: SCOTT ZENDEL
(925) 850-2620
2. ENGINEER: CARLSON, BARBEE & GIBSON
2633 CAMINO RAMON
SAN RAMON, CA 94583
CONTACT: JARED FREY
(925) 866-0322
3. SOILS ENGINEER: DICEO
2000 CROW CANYON PLACE, SUITE 250
SAN RAMON, CA 94583
CONTACT: TAN LAM JAMET KAN
(925) 866-9000
4. GROSS AREA: 3.9 AC
5. LAND AREA SUMMARY: RESIDENTIAL LOTS = 3.0 AC
IN-TRACT STREETS (DEDICATED PUBLIC RW) = 0.9 AC
6. TOTAL LANDSCAPE AREA: 1.5 AC
7. NUMBER OF RESIDENTIAL LOTS = 21 LOTS
8. DENSITY = 5.4 D.U. / ACRE
9. LAND USE: EXISTING - VACANT
PROPOSED - SINGLE FAMILY RESIDENTIAL
10. ZONING: EXISTING: RS-7000 (RESIDENTIAL SINGLE FAMILY)
PROPOSED: RS-7000 WITH A PLANNED DEVELOPMENT OVERLAY DISTRICT
11. GENERAL PLAN: LOW DENSITY RESIDENTIAL
12. UTILITIES: WATER: ALAMEDA COUNTY WATER DISTRICT
SEWER SYSTEM: UNION SANITARY DISTRICT
STORM DRAIN: CITY OF NEWARK
GAS & ELECTRIC: PACIFIC GAS AND ELECTRIC
TELEPHONE: AIRTEL
CABLE: COMCAST
13. PROJECT SITE APT: 92A-2143-102, 92A-2143-39, 92A-2143-40-1, 92A-2143-40-2, 92A-2143-41 & 92A-2143-42
14. MULTIPLE FINAL MAPS MAY BE FILED ON THE LANDS SHOWN ON THIS MAP.
15. ALL TREES, FENCES AND BUILDINGS WITHIN THE DEVELOPED AREAS TO BE REMOVED.
16. FLOOD ZONE INFORMATION: FLOOD ZONE: 1 PER FLOOD INSURANCE RATE MAP
FANAL: 060100444G
DATE: AUGUST 3, 2009
ZONE 1X AREAS OUTSIDE OF THE 100-YEAR FLOODPLAIN
17. BASIS OF BEARINGS: THE MONUMENT LINE OF ROBERTSON AVENUE, BEING N32 59 28E PER TRACT 7145 (251 M 77)
18. BENCHMARK: ALAMEDA COUNTY BENCHMARK (Labeled "TODD-BP 1919" ELEVATION = 24.58 FEET (NVD @ 29) BRASS DISK LOCATED AT THE SOUTHEAST RETURN OF THE INTERSECTION OF ROBERTSON AVENUE AND BIRCH STREET.
19. AUTOMATIC FIRE SPRINKLER SYSTEM WILL BE REQUIRED FOR EACH HOME.

NOTES:

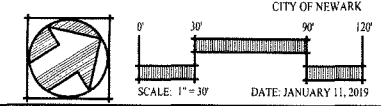
1. LOT LINE ADJUSTMENT BY SEPARATE INSTRUMENT SHALL BE RECORDED PRIOR TO CONCURRENTLY WITH FINAL MAP

MINIMUM LOT SETBACKS:

- FRONT: 13 FT
- REAR: 12 FT
- SIDE: 5 FT

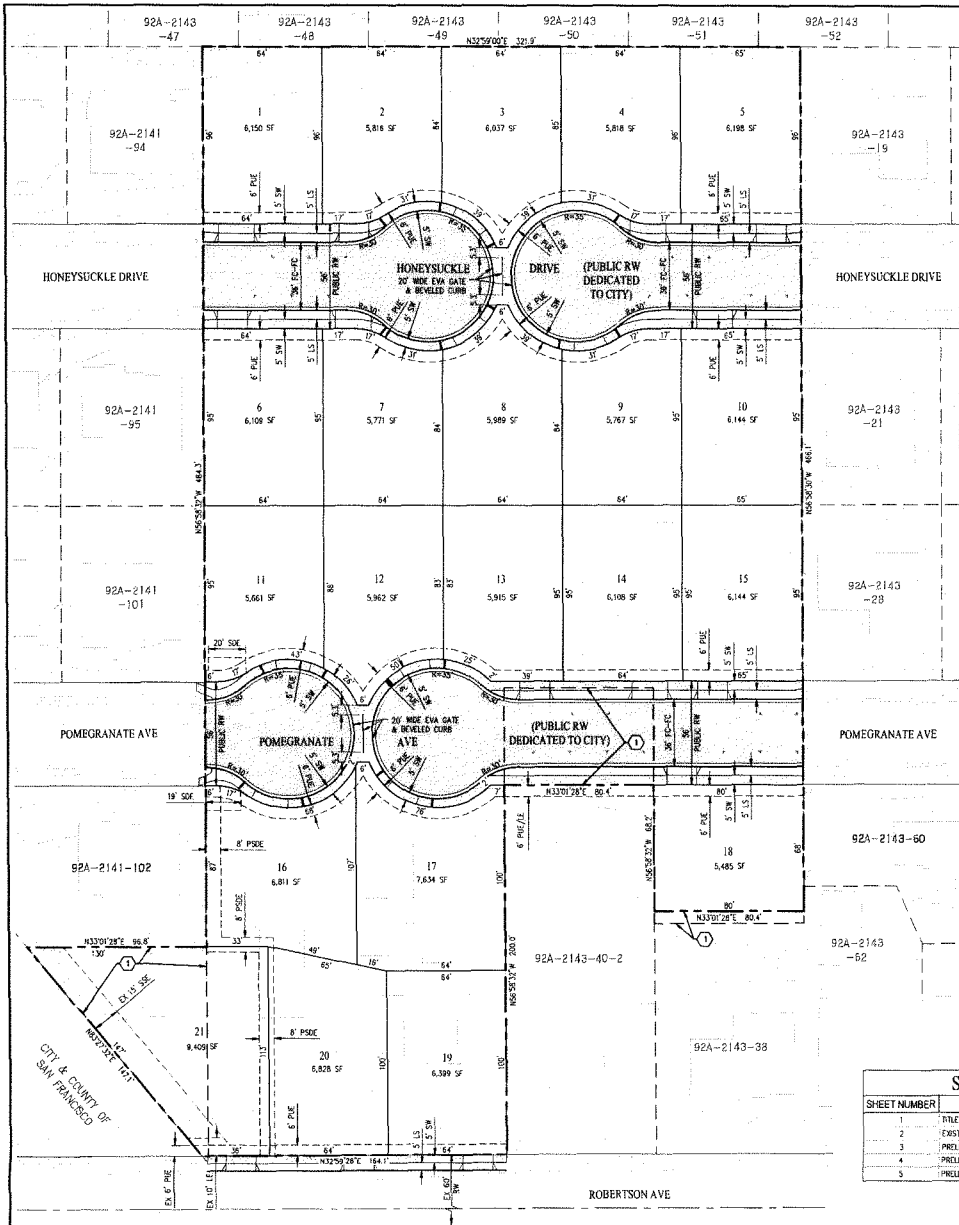
PARKING SUMMARY:

STREET PARKING: 15 SPACES



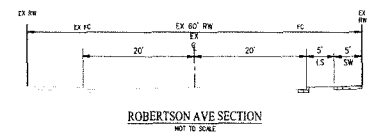
CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

**POMEGRANATE AVENUE
SITE DEVELOPMENT PLAN
TRACT 8462**



LEGEND:

EXISTING	PROPOSED	ABBREVIATIONS:
---	---	CL CENTERLINE
---	---	ESMT EASEMENT
---	---	EVA EMERGENCY VEHICLE ACCESS
---	---	EX EXISTING
---	---	FC FACE OF CURB
---	---	FW FIRE HYDRANT
---	---	HP HIGH POINT
---	---	LE LANDSCAPE EASEMENT
---	---	LS LANDSCAPE
---	---	PL PROPERTY LINE
---	---	PSDE PRIVATE STORM DRAIN EASEMENT
---	---	PUE PUBLIC UTILITY EASEMENT
---	---	R RADIES
---	---	RW RIGHT OF WAY
---	---	SD STORM DRAIN
---	---	SDSE PUBLIC STORM DRAIN EASEMENT
---	---	SF SQUARE FEET
---	---	SS SANITARY SEWER
---	---	SSSE SANITARY SEWER EASEMENT
---	---	SW SIDEWALK
---	---	TC TOP OF CURB
---	---	TYP TYPICAL



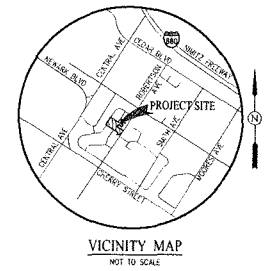
NOTES:

- 1. LOT LINE ADJUSTMENT BY SEPARATE INSTRUMENT SHALL BE RECORDED PRIOR TO CONCURRENTLY WITH FINAL MAP

PARKING SUMMARY:

STREET PARKING: 15 SPACES

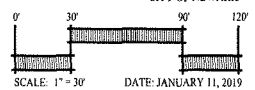
Sheet Index	
SHEET NUMBER	SHEET TITLE
1	TITLE SHEET AND SITE PLAN
2	EXISTING CONDITIONS
3	PRELIMINARY GRADING AND DRAINAGE PLAN
4	PRELIMINARY UTILITY PLAN
5	PRELIMINARY STORMWATER CONTROL PLAN



GENERAL NOTES:

- OWNER/DEVELOPER: LATTEITY COMMUNITIES
2000 CROW CANYON PLACE, SUITE 300
SAN RAMON, CA 94583
CONTACT: SCOTT GENDEL
(925) 830-2820
- ENGINEER: CARLSON, BARBEE & GIBSON
2833 CAMINO RAMON
SAN RAMON, CA 94583
CONTACT: JARED FREY
(925) 968-0322
- SOILS ENGINEER: EROSO
2010 CROW CANYON PLACE, SUITE 200
SAN RAMON, CA 94583
CONTACT: TAMI LAY-JACKETMAN
(925) 868-9000
- GROSS AREA: 3.9 AC
- LAND AREA SUMMARY: RESIDENTIAL LOTS = 3.0 AC
IN-TRACT STREETS (DEDICATED PUBLIC RW) = 0.9 AC
- TOTAL LANDSCAPE AREA: 1.5 AC
- NUMBER OF RESIDENTIAL LOTS = 21 LOTS
- DENSITY = 5.4 DU / ACRE
- LAND USE: EXISTING - VACANT
PROPOSED - SINGLE FAMILY RESIDENTIAL
- ZONING: EXISTING: RS-7000 (PRESIDENTIAL SINGLE FAMILY)
PROPOSED: RS-7000 WITH A PLANNED DEVELOPMENT OVERLAY DISTRICT
- GENERAL PLAN: LOW DENSITY RESIDENTIAL
- UTILITIES: WATER: ALAMEDA COUNTY WATER DISTRICT
SEWER SYSTEM: SANJOE SANITARY DISTRICT
STORM DRAIN: CITY OF NEWARK
GAS & ELECTRIC: PACIFIC GAS AND ELECTRIC
TELEPHONE: AT&T
CABLE: COMCAST
- PROJECT SITE APN: 92A-2141-102, 92A-2143-39, 92A-2143-40-1, 92A-2143-40-2, 92A-2143-41 & 92A-2143-42
- MULTIPLE FINAL MAPS MAY BE FILED ON THE LANDS SHOWN ON THIS MAP.
- ALL TREES, FENCES AND BUILDINGS WITHIN THE DEVELOPED AREAS TO BE REMOVED.
- FLOOD ZONE INFORMATION: FLOOD ZONE X PER FLOOD INSURANCE RATE MAP
PANEL: 060100440
DATE: AUGUST 3, 2009
ZONE X: AREAS OUTSIDE OF THE 100-YEAR FLOODPLAIN
- BASIS OF BEARINGS: THE WORKMAN LINE OF ROBERTSON AVENUE, BEING N32 59 28E PER TRACT 7145 (251 M 72)
- BENCHMARK: ALAMEDA COUNTY BENCHMARK LABELED "T08-BR 1979"
ELEVATION = 24.58 FEET (NDVD 29)
BRASS DISK LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF ROBERTSON AVENUE AND DRIGH STREET.
- AUTOMATIC FIRE SPRINKLER SYSTEM WILL BE REQUIRED FOR EACH HOME.

**POMEGRANATE AVENUE
VESTING TENTATIVE MAP 8462
TITLE SHEET AND LOTTING PLAN**



DATE: JANUARY 11, 2019

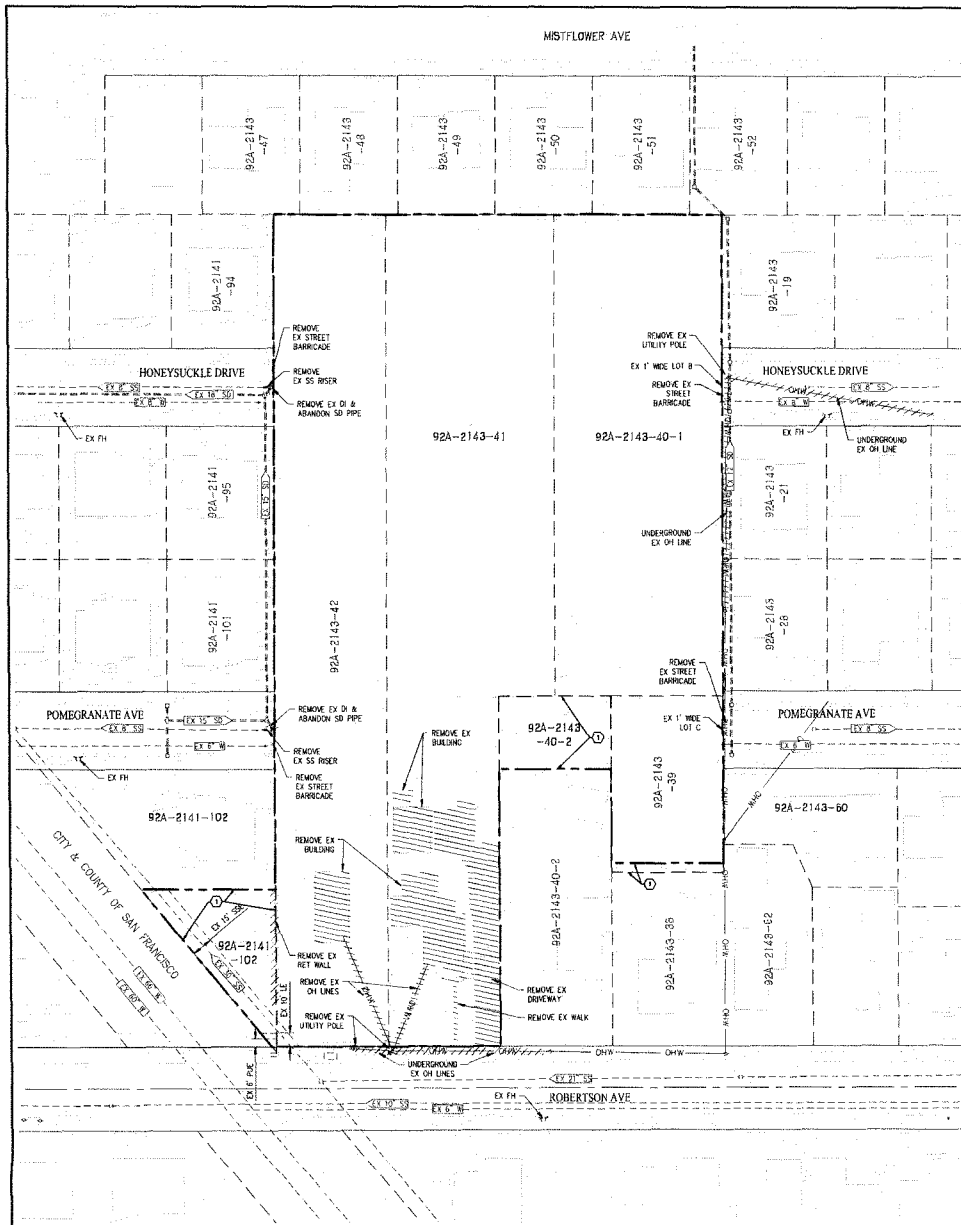
CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

cgb Carlson, Barbee & Gibson, Inc.
CITY ENGINEERS - 100 CITY GATE - 11, FARMERS
www.carlsoncgb.com

SAN RAMON, CALIFORNIA 94583-1822
SACRAMENTO, CALIFORNIA 95821-1871

SHEET NO.
TM-1
OF 5 SHEETS

DATE PLOTTED: 1/11/19

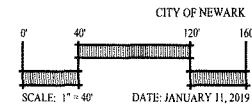


NOTES:

- ① LOT LINE ADJUSTMENT BY SEPARATE INSTRUMENT SHALL BE RECORDED PRIOR TO CONCURRENTLY WITH FINAL MAP

EXHIBIT A p31

POMEGRANATE AVENUE
 VESTING TENTATIVE MAP 8462
 EXISTING CONDITIONS



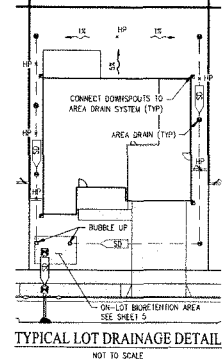
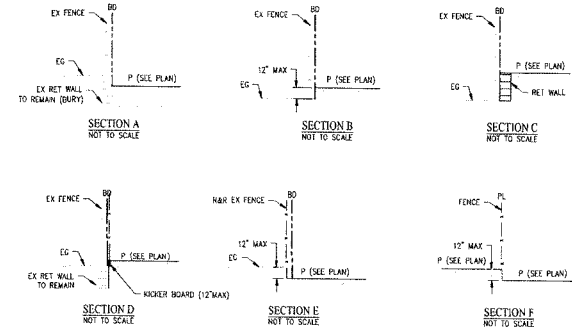
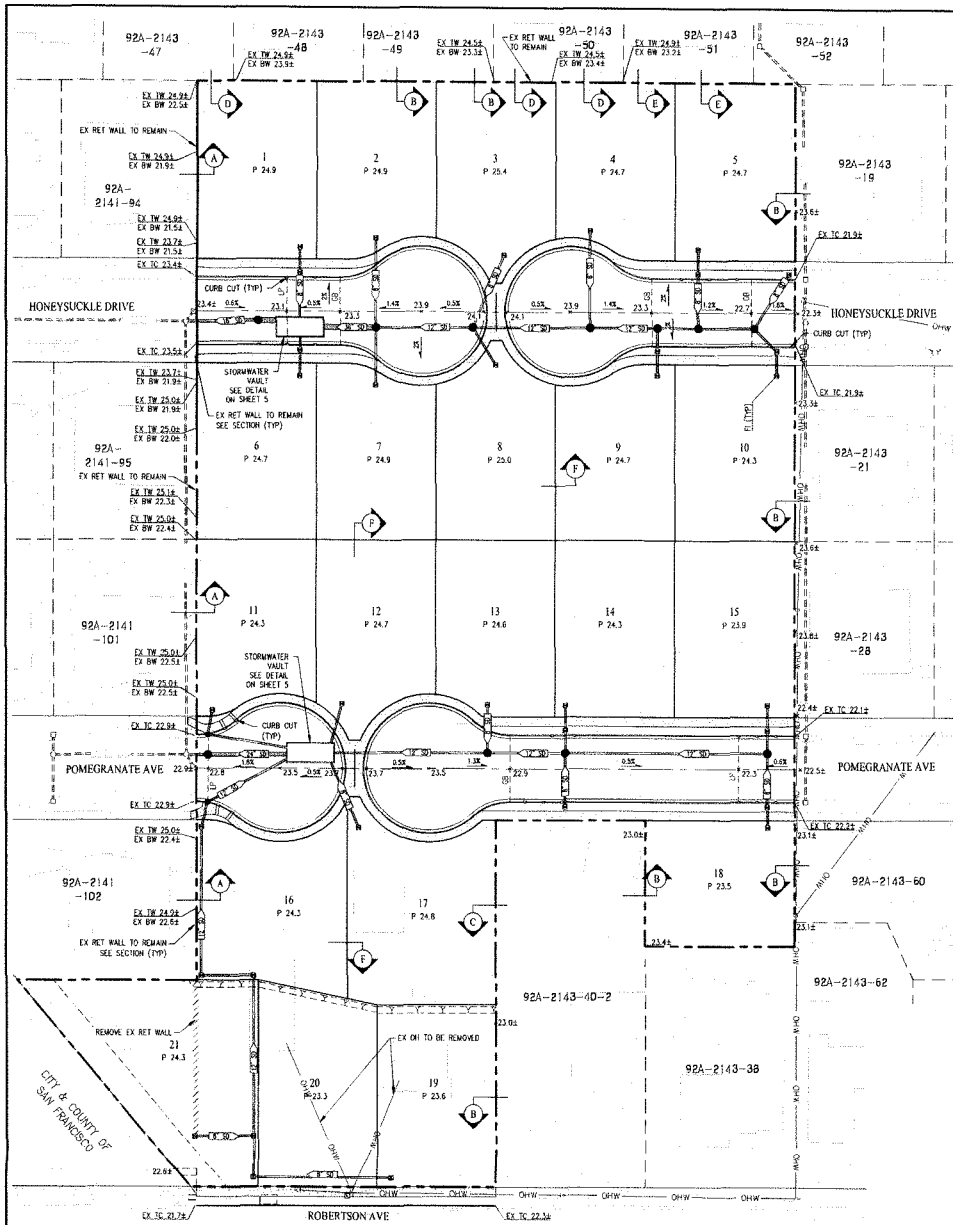
DATE: JANUARY 11, 2019

cbg Carlson, Barbee & Gibson, Inc.
 CIVIL ENGINEERS - QUALITY PEOPLE - PERFORMANCE
 www.carlsoncbg.com

SAN FRANCISCO, CALIFORNIA 415.784.4822
 SACRAMENTO, CALIFORNIA 916.379.1827

SHEET NO.
TM-2
 OF 3 SHEETS

F:\2019\8462\TENTATIVE.DWG

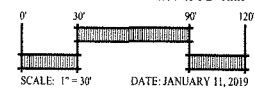
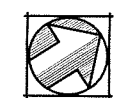


RAW EARTHWORK SUMMARY

	CUT	FILL	NET VOLUME
RAW EARTHWORK	1,200 CYE	8,100 CYE	6,900 CYE (FILL)
UTILITY SPOOLS	700 CYE	-	700 CYE (CUT)
BIODEGRADATION SPOOLS	520 CYE	-	520 CYE (CUT)
FOUNDATION SPOOLS	630 CYE	-	630 CYE (CUT)
SURFPAVE (10%)	-	810 CYE	810 CYE (FILL)
TOTAL	2,050 CYE	8,910 CYE	5,860 CYE (IMPGR)

**POMEGRANATE AVENUE
VESTING TENTATIVE MAP 8462
PRELIMINARY GRADING
& DRAINAGE PLAN**

SHRIT A p32



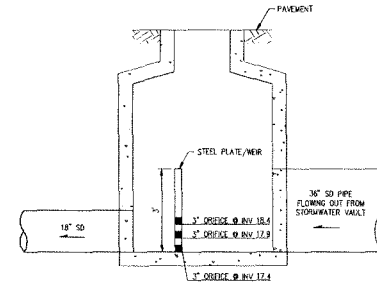
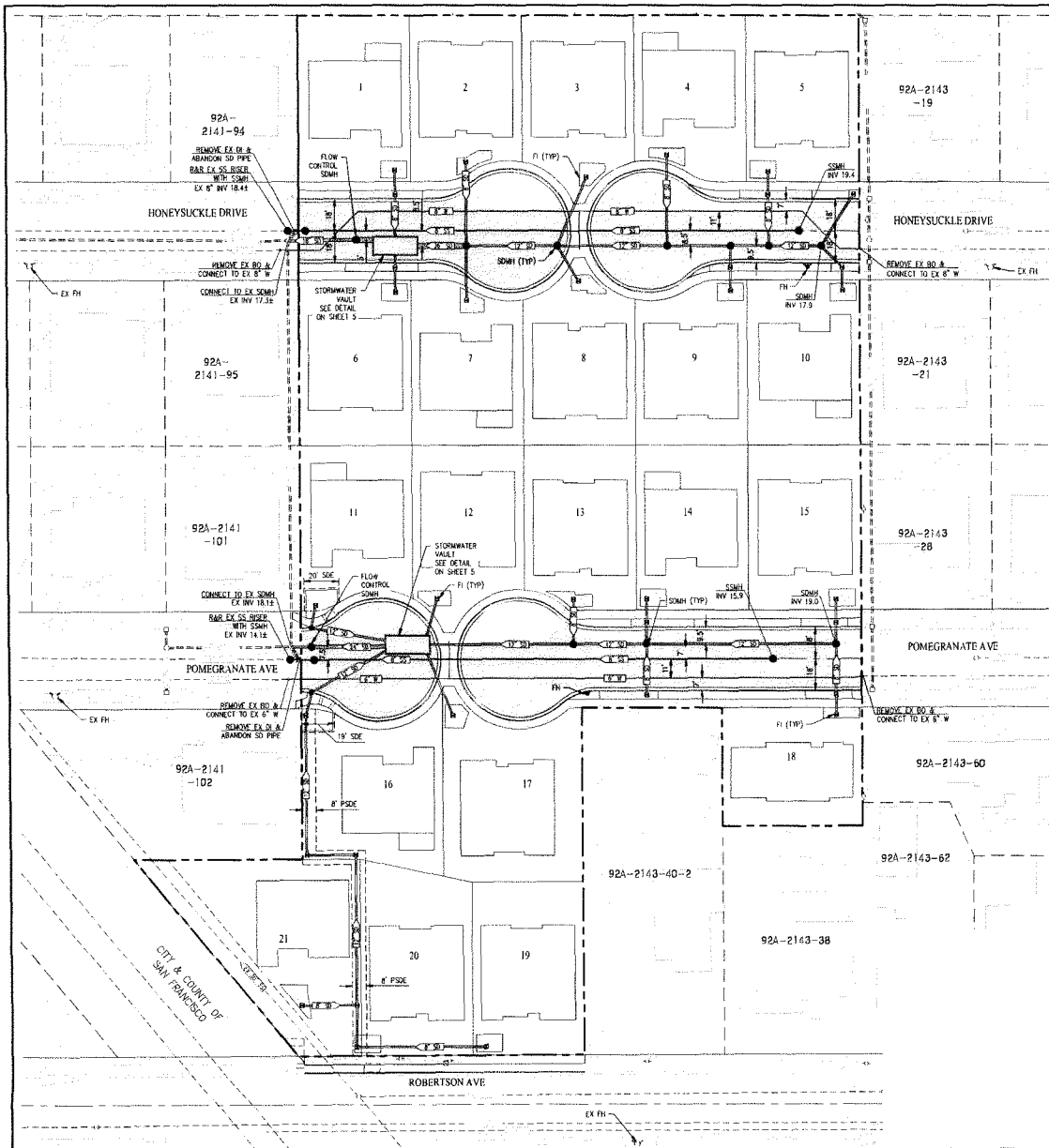
CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA

cbg Carlon, Barbee & Gibson, Inc.
CIVIL ENGINEERS - SURVEYORS - PLANNERS
SUNNYVALE, CALIFORNIA
925-946-8222
2516 25th STREET

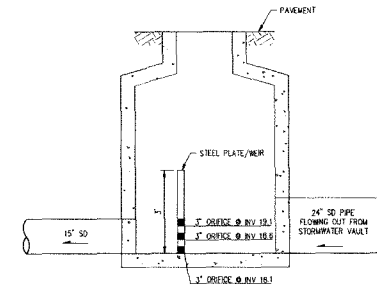
SHEET NO.
TM-3
OF 5 SHEETS

CITY & COUNTY OF SAN FRANCISCO

DATE: JANUARY 11, 2019



HONEYSUCKLE DRIVE
FLOW CONTROL MANHOLE
NOT TO SCALE

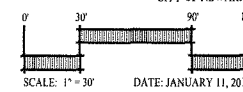


POMEGRANATE AVENUE
FLOW CONTROL MANHOLE
NOT TO SCALE

EXHIBIT A p33

POMEGRANATE AVENUE VESTING TENTATIVE MAP 8462 PRELIMINARY UTILITY PLAN

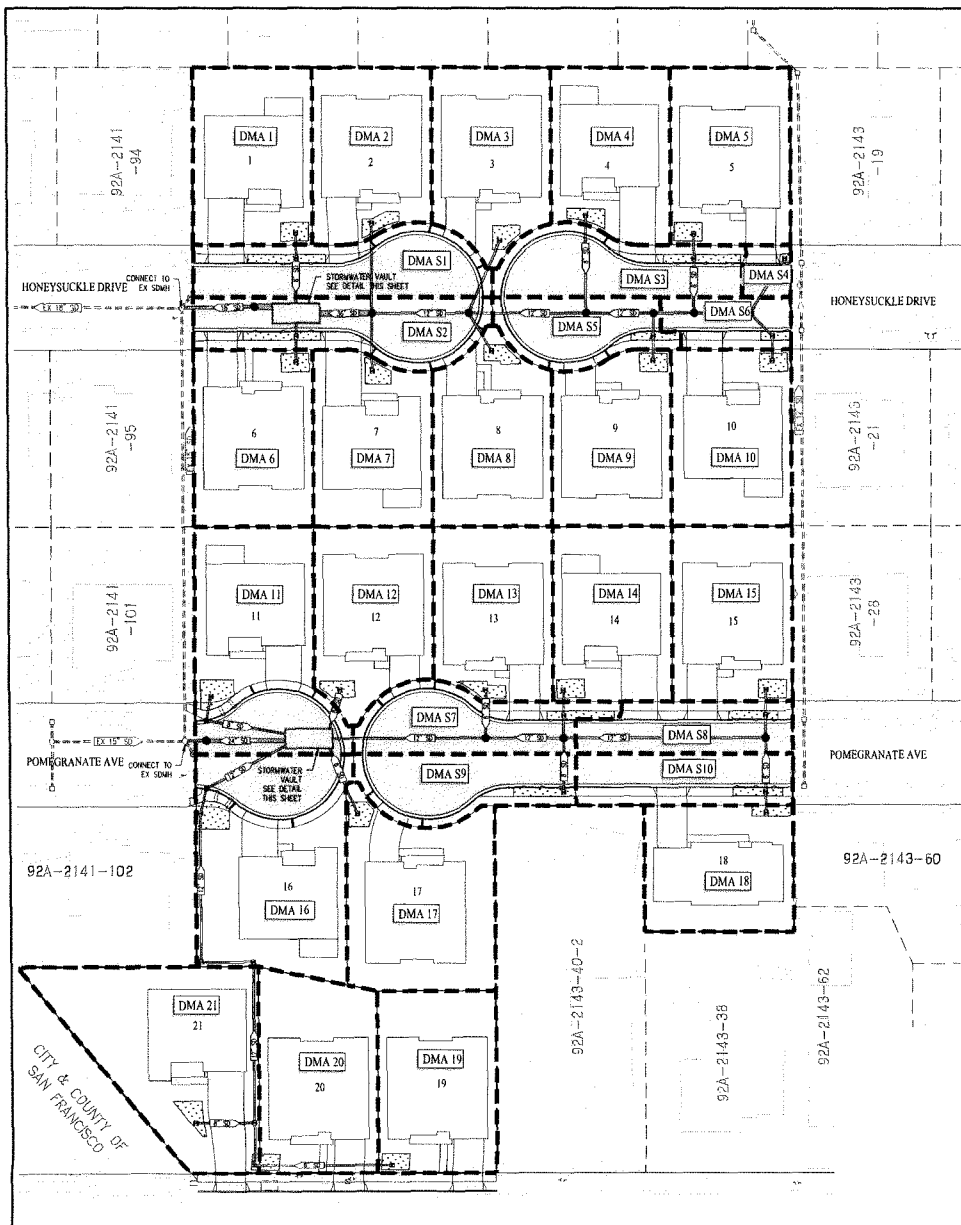
CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA



DATE: JANUARY 11, 2019

	Carlson, Barbee & Gibson, Inc. <small>CIVIL ENGINEERS & ARCHITECTS - CIVIL ENGINEERS</small> <small>www.cbg.com</small>	SHEET NO. TM-4 OF 5 SHEETS
	<small>SAN RAMON, CALIFORNIA</small> <small>SACRAMENTO, CALIFORNIA</small>	<small>(925) 965-0122</small> <small>(916) 271-1477</small>

FILES: 8042143-TM.DWG



LEGEND

- DMA 1 DRAINAGE MANAGEMENT AREA
- DRAINAGE MANAGEMENT AREA BOUNDARY
- STORM DRAIN
- STORM DRAIN MANHOLE
- FIELD INLET
- ▨ BIORETENTION AREA

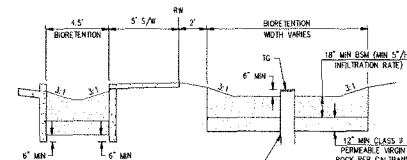
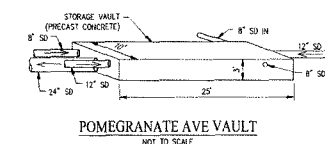
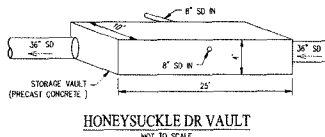
NOTES:

FULL TRASH CAPTURE DEVICES ARE REQUIRED AT NEW STORM DRAIN INLETS ONITE, AS WELL AS EXISTING ADJACENT CATCH BASINS IF POMEGRANATE AVE AND HONEYUCKLE DR.

DRAINAGE MANAGEMENT AREA SUMMARY						
DMA	TOTAL AREA (SF)	IMPERVIOUS AREA (SF)	PERVIOUS AREA (SF)	EFFECTIVE IMPERVIOUS AREA (SF)	REQUIRED TREATMENT AREA (SF)	PROVIDED TREATMENT AREA (SF)
DMA 1	6150	3239	2911	3530	141	150
DMA 2	5616	3445	2371	3682	147	150
DMA 3	6037	3388	2649	3653	146	150
DMA 4	5818	3354	2464	3630	144	150
DMA 5	6198	3360	2836	3644	146	150
DMA 6	6109	3394	2755	3666	147	150
DMA 7	5771	3342	2429	3585	143	150
DMA 8	5889	3415	2574	3672	147	150
DMA 9	5767	3285	2482	3533	141	150
DMA 10	6144	3239	2905	3530	141	150
DMA 11	8440	3836	2904	6296.4	244	250
DMA 12	5962	3281	2691	3549.1	142	150
DMA 13	5315	3358	2257	3613.7	145	149
DMA 14	6108	3239	2869	3523.9	141	150
DMA 15	6144	3361	2783	3639.3	146	150
DMA 16	9900	5763	3737	6136.7	245	250
DMA 17	7634	3484	4150	3899	156	157
DMA 18	5485	2745	2740	301.9	121	125
DMA 19	6299	3394	3005	3694.5	148	150
DMA 20	6836	3384	3454	3737.4	149	150
DMA 21	9406	3590	5815	4717.9	187	188
DMA 21	4909	4665	244	4688	188	188
DMA 22	4909	4663	246	4688	188	188
DMA 23	4184	3970	214	3991	160	187
DMA 24	717	684	33	687	27	29
DMA 25	2967	2827	140	2841	114	117
DMA 26	1935	1763	172	1780	71	73
DMA 27	3979	3744	235	3788	151	153
DMA 28	3042	2799	243	2823	113	120
DMA 29	3749	3538	211	3556	142	152
DMA 30	3273	2826	447	2871	115	120
TOTALS (SF)	171286	106385	64902	112870	4515	4686
TOTALS (AC)	3.93	2.44	1.49	2.59	0.10	0.11

NOTES:

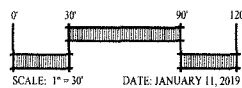
- SIZING IS BASED ON LATEST ALAMEDA COUNTY CLEAN WATER PROGRAM, C.3 STORMWATER TECHNICAL GUIDANCE DATED OCTOBER 31, 2017.
- STORMWATER VAULTS FOR HYDROMODIFICATION PURPOSES SHOWN HEREIN ARE SIZED PER BAUM (BAUM AREA HYDROLOGY MODEL).



**POMEGRANATE AVENUE
VESTING TENTATIVE MAP 8462
PRELIMINARY STORMWATER
CONTROL PLAN**

EXHIBIT A p34

CITY OF NEWARK ALAMEDA COUNTY CALIFORNIA



DATE: JANUARY 11, 2019



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www.cbgi.com

10251 BOP 10/22
1946 SIE 1/87

SHEET NO.
TM-5
OF 5 SHEETS

PROJECT NO. 17086-09-0001-0000

Exhibit B



HONEYSUCKLE/POMEGRANATE/ROBERTSON

SITE DEVELOPMENT PLAN



Pomegranate Ave
Landscape Frontage Calculations
Prepared by: Alphy Design Group
Monday, January 14, 2019

Lot #	Lot Area (sq. Ft.)	Lot Coverage	Required Front Landscape Area (sq. Ft.)	Provided Front Landscape Area (sq. Ft.)	Open Space (sq. Ft.)
1	4130	8%	769	997	2610
2	2616	6%	727	821	2408
3	4817	9%	755	1,215	2611
4	3815	8%	327	644	2541
5	6292	54%	775	832	2573
6	4292	15%	764	335	2708
7	5771	17%	721	206	2504
8	5982	17%	349	1,091	2642
9	5767	17%	721	993	2513
10	6244	15%	768	1,011	2522
11	5862	15%	702	1,015	2483
12	5842	15%	745	1,104	2718
13	5915	17%	739	745	2429
14	6195	15%	764	997	2448
15	6244	15%	765	870	2510
16	6911	44%	212	1,100	2503
17	7634	43%	554	1,888	4348
18	5185	50%	486	1,113	2574
19	4899	15%	200	650	2029
20	4818	16%	354	901	2483
21	9405	12%	1176	2,227	3908

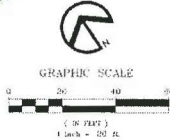
GENERAL NOTES:

- OWNER/DEVELOPER: LAFFERTY COMMUNITIES
2000 CROW CANYON PLACE, SUITE 200
SAN RAMON, CA 94583
CONTACT: TONY DENVAL
(925) 931-2000
- DESIGNER: CARLSON, BARRETT & GREEN
2530 CANNING PARK
SAN RAMON, CA 94583
CONTACT: JARED FREY
(925) 960-0000
- SOILS ENGINEER: BIRDS
2000 CROW CANYON PLACE, SUITE 200
SAN RAMON, CA 94583
CONTACT: DAN LAY, JONATHAN EAS
(925) 958-2000
- LANDSCAPE ARCHITECTURE LAND PLANNING: 1615 HONANZA STREET
SUITE 314
WALNUT CREEK, CA 94596
TEL: 925-938-7377
www.rpdesign.com
- LAFFERTY COMMUNITIES: 2000 Crow Canyon Place
Suite 200
San Ramon, Ca 94583
TEL: 925-931-2000
- PROPOSED FIRE ALARM: 924-2141-102, 924-2141-103, 924-2141-104, 924-2141-105, 924-2141-106, 924-2141-107, 924-2141-108
- MULTIPLE FINAL MAPS MAY BE FILED ON THE LOTS SHOWN ON THIS MAP.
- ALL TREES, FENCES AND BUILDINGS WITHIN THE DEVELOPED AREAS TO BE REMOVED.
- PLEASE NOTE: FLOOD INFORMATION: FLOOD ZONE: X-1 (1% FLOOD RISK) RATE 4-WP
FAMILY OCCUPANCY
DATE: AUGUST 3, 2009
ZONE X-1 AREAS OUTSIDE OF THE 100-YEAR FLOODPLAIN
- SEAS OF NEARNESS: THE NEARNESS LINE OF ROBERTSON AVENUE, BEING 142' ON THE PER FRONT 210' W. (70').
- REQUIREMENTS: ALAMEDA COUNTY REQUIREMENTS LABELLED "300-408.107" ELEVATION = 24.38 FEET (7420.75) (SHOULD BE LOCATED AT THE 100-YEAR SECTION OF THE INTERSECTION OF ROBERTSON AVENUE AND 100'W LINES).

IF A FIRE TRUCK IS PROVIDED AT THE DATE INDICATING FIRE ACCESS ROAD SHALL NOT BE REQUIRED.
IF AUTOMATIC FIRE SPOILER SYSTEM WILL BE A REQUIREMENT FOR EACH HOME.

PROJECT DESCRIPTION:

THE PROPOSED PROJECT CONSISTS OF SINGLE-FAMILY DETACHED HOMES AND ATTACHED TO THE EXISTING HOMES AND INDICATED AT THE INTERSECTION OF THE PROJECT. THE PROPOSED SINGLE-FAMILY HOMES WILL BE A FORMER AND TWO-STORY HOMES TO THE ADJACENT HOMES IN THE ADJACENT NEIGHBORHOOD. THE PROJECT LAYOUT WILL BE IN ACCORDANCE WITH THE CITY ORDINANCES APPLICABLE TO POMEGRANATE AVENUE AND ROBERTSON AVENUE WITH THE REQUIREMENTS FOR EACH STREET.



POMEGRANATE AVENUE
Newark, California
January 14, 2019

Site Development Plan

SAMPLE STREETScape



SAMPLE ELEVATIONS – PLAN 1



Elevation B
Craftsman



Elevation A
Farmhouse

SAMPLE ELEVATIONS – PLAN 4

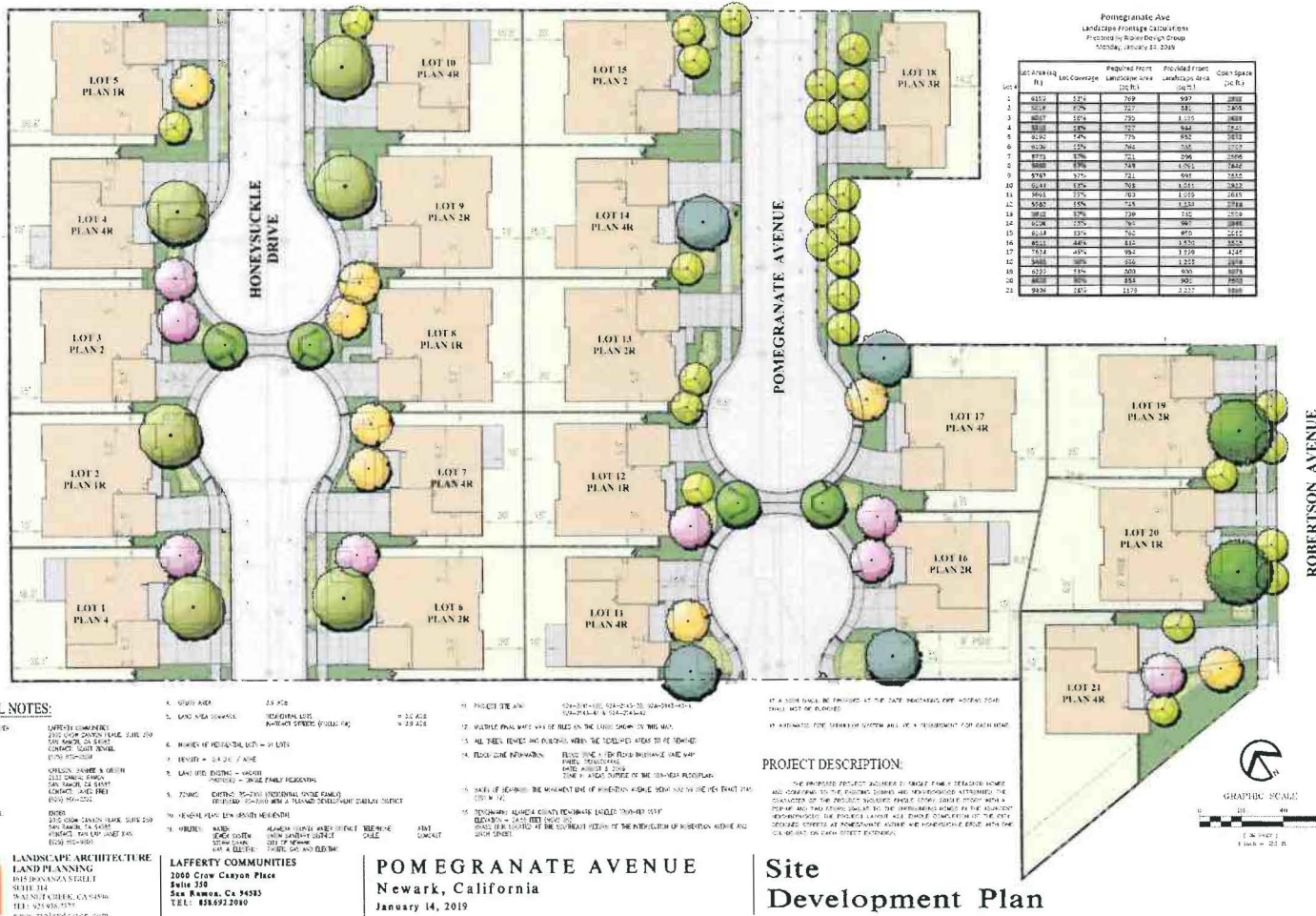


Elevation D
Northern European



Elevation C
Traditional

SITE DEVELOPMENT PLAN



F.1 Approval to Public Safety Dispatcher classification by amending the Employee Classification Plan and the Memorandum of Understanding between the City of Newark and the Newark Police Association from Police Chief Carroll and Human Resources Director Abe. (RESOLUTIONS – 2)

Background/Discussion – The Police and the Human Resources Departments are recommending the addition of a Lead Public Safety Dispatcher classification. Lead Public Safety Dispatchers would train and provide guidance to less experienced dispatchers, assist with scheduling continuous 24/7 dispatch services, and assist the Shift Sergeant with performance evaluation feedback.

The typical training period for new Public Safety Dispatchers is 18 months. With a flourishing economy, high Bay Area housing costs, and community growth, there is a regional shortage of Public Safety Dispatchers. In the current labor market, most Bay Area dispatcher applicants are new and require extensive training and mentorship from experienced staff.

The existing Newark Police Association Memorandum of Understanding includes an 8% pay differential to compensate experienced, Newark Public Safety Dispatchers for lead direction. CalPERS limits this differential to a maximum of 960 hours per fiscal year (less than half time). Adding the classification of Lead Public Safety Dispatcher enables the Police Department to staff critical operations with experienced staff on a continuous, full-time basis.

To qualify for consideration as a Lead Public Safety Dispatcher requires the following:

- Possession of both the California Peace Officer Standards and Training (POST) Basic Dispatcher Certification and the Intermediate Post Dispatcher Certification.
- A minimum of five years of police dispatching experience.
- Successful completion of the Department of Justice (DOJ) course, “Train the Trainer” within six (6) months of appointment.

The recommended salary range for Lead Public Safety Dispatcher remains unchanged at the existing pay of 8% above the pay rate for Public Safety Dispatcher (\$7,710 to \$9,377 per month). All related staffing costs will be incurred in the Police Department’s existing budget and therefore no budget amendment is necessary.

Attachments

Action - It is recommended that the City Council approve by resolutions: (1) amending Resolution No. 2505, Employee Classification Plan, to add one new class specification entitled Lead Public Safety Dispatcher. and (2) amending Resolution No. 10676, the Memorandum of Understanding Between the City of Newark and the Newark Police Association to add one classification, entitled Lead Public Safety Dispatcher.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AMENDING RESOLUTION NO. 2505, EMPLOYEE
CLASSIFICATION PLAN, TO ADD ONE NEW
CLASSIFICATION ENTITLED LEAD PUBLIC SAFETY
DISPATCHER

BE IT RESOLVED by the City Council of the City of Newark that Resolution
No. 2505, adopting an Employee Classification Plan, be amended as set forth in the
following, effective February 28, 2019:

ADD

Classification Title	Classification Code
Lead Public Safety Dispatcher	339



City of Newark, California

Class Code: 339
WP Code: DISPATCH
Established: 2-1-2019
Revised: _____
EEO Code: AS

CLASS SPECIFICATION

LEAD PUBLIC SAFETY DISPATCHER

POSITION DESCRIPTION

Nature of Work: Under the direction of the Police Communications Supervisor or assigned supervisor, serve as the Lead Dispatcher and provide continuous dispatch services to the Citizens of Newark. Under general supervision of the Communications Supervisor, the Lead Dispatcher provides training, guidance and mentorship to less experienced dispatch staff in the absence of, or at the direction of, the Communications Supervisor. The Lead Dispatcher provides written documentation on the progress of assigned trainee(s), performs all dispatch related duties, assists with scheduling, and other duties as assigned by the Communications Supervisor. General supervision is provided by the Communications Supervisor, Watch Commander, or Shift Sergeant.

Class Characteristics: The Police Communications Lead Dispatcher classification is distinguished from the Police Communications Dispatcher classification by the required level of experience, Peace Officer Standards and Training (POST) certifications, and Department of Justice "Train the Trainer" certification.

Essential Duties:

1. Monitor dispatch activity to give guidance in correct procedures for officer safety. Work regular dispatch shift as assigned. Address concerns directly related to the safe and efficient operation of the Communication Center. This includes, but is not limited to equipment needs, personnel issues, training, and other recommendations that will improve the performance of the Communication Center.
2. Schedule dispatcher assignments to maintain coverage 24 hours a day, 365 days a year. Train Dispatchers in the operation of all dispatch equipment. This is a continuous process to keep abreast of any legal changes and equipment updates.
3. Exercise initiative and independent judgment in assessing emergency or routine situations and needs of the Watch Commander and Shift Sergeant.
4. Handle emergency problems in the absence of the Communications Supervisor during off-duty hours in the area of scheduling, operational, and other miscellaneous functions as required to maintain 24-hour operation of the Communication Center.
5. Review dispatch activity and report any vital information to the Communications Supervisor, Watch Commander, or Shift Sergeant.
6. Participate in the development, implementation, and maintenance of a Dispatch Policy & Procedures Manual and Training Manual.

7. Serve as back up to the Communications Supervisor as the ATC (Automated Terminal Coordinator) as required by the Department of Justice (DOJ) for California Law Enforcement Telecommunications System (CLETS).
8. Prepare recordings of radio and telephone communications for use as court evidence and training.
9. Maintain all files, records, and manuals necessary for proper police dispatch operation.
10. Answer inquires and public complaints regarding dispatch staff at the direction of the Communications Supervisor, Watch Commander, or Shift Sergeant. If the complaint cannot be handled by the Lead Dispatcher, it will immediately be forwarded to the Shift Sergeant.
11. Oversee, mentor, and implement the Communication Training Program.
12. Serve as a point of contact between the Communications Supervisor, Shift Sergeant, and other personnel to resolve issues.
13. Participate in the evaluation process of the dispatch staff.
14. Be available for callouts for both emergency and non-emergency situations such as a sick call, a critical incident, or a special event.
15. Must be a team player, willing to help every member of the unit with any assigned tasks. This includes data entry, or other records functions, as needed.

Knowledge of:

- Automated police telecommunications systems such as Computer-Aided Dispatch (CAD) and California Law Enforcement Telecommunications System (CLETS)
- English usage, grammar, spelling, punctuation, and vocabulary
- Modern office practices, procedures, and equipment, including computer hardware and software
- Operation and use of computers and software applications necessary for area of specialty
- Oral and written communication skills
- Penal, vehicle, municipal, and health and safety codes
- Police radio codes
- Principles and procedures of police radio dispatching and equipment
- Record-keeping techniques
- Newark city streets and thoroughfares
- Technical aspects of field of specialty

Ability or Skill to:

- Carry out verbal and written instruction
- Enter data related to police into computer applications and systems
- Exercise good judgment when performing under stress
- Maintain clear and accurate records
- Operate computers, required software applications, and police telecommunication equipment and systems
- Perform clerical duties of average difficulty

- Prioritize emergency situations accurately
- Reason and respond quickly to emergency situations in a calm and efficient manner
- Speak clearly and concisely and act independently and effectively in emergency situations
- Type at 35 words per minute
- Understand the proper operation and care of voice radio equipment and Federal Communications Commission regulations governing the use of the voice radio equipment
- Work independently with little direction
- Work tactfully with the staff and the public
- Ability to mentor and train additional employees

Education and Experience: Any combination of training and experience equivalent to, graduation from high school and five years of recent full-time paid civilian or military experience in radio dispatch, law enforcement, or related experience.

Special Requirements:

- Applicant must possess both the California Peace Officer Standards and Training (POST) Basic Dispatcher Certification and the Intermediate POST Dispatcher Certification.
- Have a minimum of five years Police Dispatcher experience.
- Successfully complete the Department of Justice (DOJ) course, “Train for Trainer,” within 6 months of appointment, as required by CLETS.

Environment: Police Communications Dispatch Center operates 7 days a week, 24 hours a day. Lead Dispatchers may require some overtime, work alternative work weeks, be required to work a variety of shifts, be required to work weekends, holidays, and non-business hours, as identified by the Communications Supervisor. Lead Dispatchers will be required to remain on duty until properly relieved.

Probationary Period: 18 months

FLSA: Non-Exempt

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AMENDING RESOLUTION NO. 10676, THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEWARK AND THE NEWARK POLICE ASSOCIATION (NPA) TO ADD ONE CLASSIFICATION, ENTITLED LEAD PUBLIC SAFETY DISPATCHER

BE IT RESOLVED by the City Council of the City of Newark that Resolution No. 10676, the Memorandum of Understanding between City of Newark and Newark Police Association (NPA), be amended to add one classification as follows, effective February 28, 2019:

ADD

Title	Salary Step 1	Step 2	Step 3	Step 4	Step 5
Lead Public Safety Dispatcher	\$7,710.81	\$8,099.79	\$8,503.97	\$8,932.68	\$9,376.56

F.2 Approval of a Contractual Services Agreement with Vanir Construction Management, Inc. to provide professional construction management services for the New Civic Center, Project 1188 – from Chief Building Official/City Architect Collier. (RESOLUTION)

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

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

Firms responding to the RFP:

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

Firms that participated in interviews:

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

Firm selected:

Vanir Construction Management, Inc.

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

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

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

Attachments – Resolution
Agreement
Presentation Slide

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

RESOLUTION NO.

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

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

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

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

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

3173422.1

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

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

WITNESSETH:

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

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

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

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

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

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

3. COMPENSATION.

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

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

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

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

Invoices shall be sent to:

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

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

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

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

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

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

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

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

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

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

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

8. **INFORMATION AND DOCUMENTATION.**

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

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

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

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

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

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

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

A. Verification of Coverage.

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

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

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

C. Minimum Limits of Insurance.

Consultant shall maintain limits no less than:

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

D. Deductibles and Self-Insured Retentions.

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

E. Claims Made Policies.

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

F. Wasting Policies.

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

G. Remedies.

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

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

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

H. Acceptability of Insurers.

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

I. Other Insurance Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. TERM/TERMINATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

CITY OF NEWARK,
a municipal corporation

VANIR CONSTRUCTION
MANAGEMENT, INC.
a California Corporation

By _____
City of Newark

By  PRESIDENT
Consultant (Signature & Title)

Date _____

Date 2/4/2019

STEVEN WHITEHEAD
Printed Name

Attest:

City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

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

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

EXHIBIT B COMPENSATION



Construction Management, Inc.

1/7/2019

CITY OF NEWARK, Construction Management Services

													TOTAL					
2019 Design-Phase Support	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19				Hours	Rate				
Deputy Project Director			64	64	64	64	64	64	64				448	191.00	85,568			
Project Manager			160	160	160	160	160	160	160				1,120	170.00	190,400			
2019 Construction Phase																		
													Oct-19	Nov-19	Dec-19	Hours	Rate	
Deputy Project Director													32	32	32	96	129.00	12,336
Project Manager													160	160	160	480	170.00	81,600
2020 Construction Phase																		
	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Hours	Rate				
Deputy Project Director	32	32	32	32	32	32	32	32	32	32	32	32	384	196.00	75,264			
Project Manager	160	160	160	160	160	160	160	160	160	160	160	160	1,920	175.00	336,000			
2021 Construction Phase																		
	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21						Hours	Rate				
Deputy Project Director	32	32	32	32	32	32	32						224	200.00	44,800			
Project Manager	160	160	160	160	160	160	160						1,120	180.00	201,600			
Proposal For Design Phase Support													1,368		275,968			
Proposal For Construction Management Services													4,224		758,640			
Proposal for Design & Construction Management Services													5,792	5	1,034,616			

EXHIBIT C

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

HOURS OF WORK:

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

WAGES:

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

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

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

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

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

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

Civic Center Project Schedule

Measure GG
Passes
November
2016

Design
Complete
October
2018

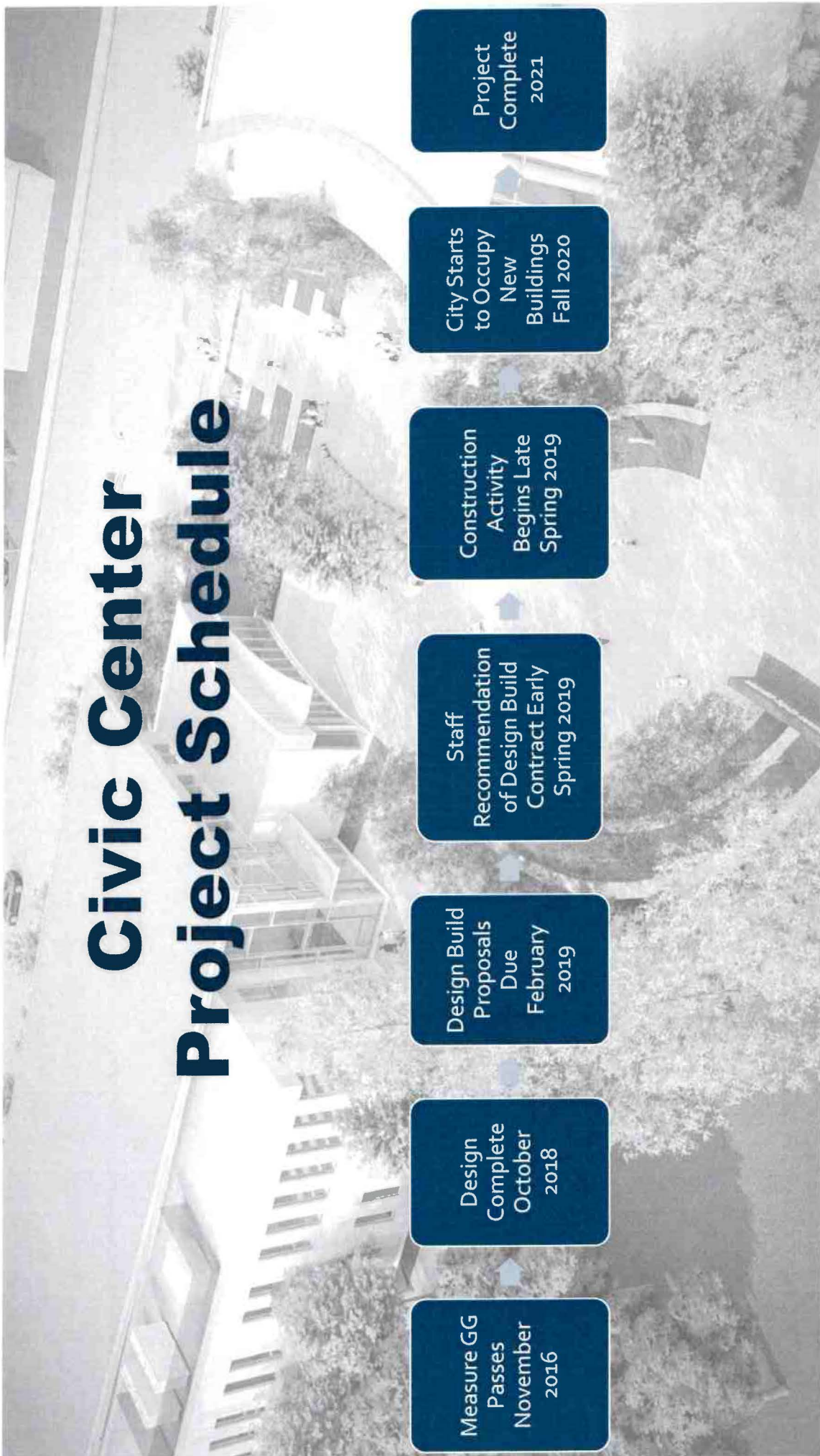
Design Build
Proposals
Due
February
2019

Staff
Recommendation
of Design Build
Contract Early
Spring 2019

Construction
Activity
Begins Late
Spring 2019

City Starts
to Occupy
New
Buildings
Fall 2020

Project
Complete
2021





City of Newark

MEMO

DATE: February 15, 2019
TO: City Council
FROM: Sheila Harrington, City Clerk
SUBJECT: Approval of Audited Demands for the City Council Meeting of February 28, 2019.

REGISTER OF AUDITED DEMANDS

US Bank General Checking Account

<u>Check Date</u>		<u>Check Numbers</u>	
February 07, 2019	Page 1-2	116908 to 116959	Inclusive
February 15, 2019	Page 1-2	116960 to 117028	Inclusive



City of Newark

MEMO

DATE: February 15, 2019

TO: Sheila Harrington, City Clerk

FROM: Krysten Lee, Finance Manager

SUBJECT: Approval of Audited Demands for the City Council Meeting of February 28, 2019.

A handwritten signature in blue ink, appearing to be 'K. Lee', is written over the 'FROM' line.

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

1

Final Disbursement List. Check Date 02/07/19, Due Date 02/18/19, Discount Date 02/18/19. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
116908	10736	ABACUS PRODUCTS INC	02/07/19	387.34	PRINTING SVCS
116909	10449	AFLAC ATTN: REMITTANCE PROCESSING SERVIC	02/07/19	1,432.02	PAYROLL - SHORT TERM DISABILITY PREMIUM
116910	218	ALAMEDA CO LIBRARY ATTN: FINANCIAL SERVI	02/07/19	27,562.50	CITY/COUNTY AGREEMENT - ADDT'L LIBRARY S
116911	5821	ALL CITY MANAGEMENT SERVICES, INC.	02/07/19	2,094.75	CROSSING GUARD SVCS
116912	11674	JAMES ANDERSON	02/07/19	176.32	EXPENSE REIMBURSEMENT
116913	9680	BAY CENTRAL PRINTING	02/07/19	140.73	BUSINESS CARDS
116914	3681	MATT BREEN	02/07/19	1,654.27	EXPENSE REIMBURSEMENT
116915	442	BSN SPORTS INC. ATTN: A/R DEPARTMENT	02/07/19	32.40	HEAVY DUTY ANTI-WHIP NETS
116916	920	CAL SAFETY INC	02/07/19	1,200.00	NEWARK DAYS PARADE BARRIER PROTECTION
116917	9150	CAL-WEST LIGHTING & SIGNAL MAINTENANCE I	02/07/19	2,592.99	TRAFFIC SIGNAL MAINTENANCE
116918	7439	CENTERVILLE LOCKSMITH	02/07/19	25.15	BUILDING SUPPLIES
116919	10060	COMCAST	02/07/19	101.68	CABLE FOR YARD
116920	11544	COTTON, SHIRES AND ASSOCIATES, INC.	02/07/19	1,665.00	GEOTECHNICAL REVIEWS
116921	3664	CALIFORNIA SOCIETY OF MUNICIPAL FINANCE	02/07/19	110.00	MEMBERSHIP DUES - MICHELLE VILLANUEVA 20
116922	7631	DELTA DENTAL	02/07/19	14,911.34	DENTAL PREMIUM - FEB'19
116923	7641	DELTA DENTAL INSURANCE COMPANY ATTN: ACC	02/07/19	465.69	DENTAL PREMIUM - FEB'19
116924	184	DEPARTMENT OF TRANSPORTATION CASHIER HQ	02/07/19	850.26	FY18-19 SHARED ENERGY COSTS FOR TRAFFIC
116925	10478	STEVE G. HOOS EUGENE'S HOME APPLIANCE SE	02/07/19	4,547.31	REFRIGERATOR FOR 2ND CHANCE
116926	7663	FIDELITY SECURITY LIFE INSURANCE/EYEMED	02/07/19	1,812.78	VISION PREMIUM
116927	1733	FIRST BAPTIST CHURCH	02/07/19	80.00	PAYROLL DEDUCTION - DONATION JAN'19
116928	234	FREMONT ALARM C/O JOE TRIMBLE	02/07/19	3,876.00	SILLIMAN ALARM CONTRACTUAL SVCS
116929	11112	FREMONT CHRYSLER DODGE JEEP RAM	02/07/19	102.89	FLEET PARTS
116930	550	FREMONT RUBBER STAMP CO., INC.	02/07/19	82.14	STAMPERS/DESK SIGNS
116931	11652	MITCHELL FRENTESCU	02/07/19	346.61	EXPENSE REIMBURSEMENT
116932	8762	GHA TECHNOLOGIES INC	02/07/19	1,752.88	UBIQUITI U FIBER MULTIMODE TRANSCIEVER
116933	4321	GOLDEN STATE WARRIORS	02/07/19	3,624.00	JR WARRIORS UNIFORMS AND COACH SHIRTS
116934	10221	YAMA HOMAYOUN	02/07/19	793.52	EXPENSE REIMBURSEMENT
116935	11546	INDUSTRIAL PLUMBING SUPPLY, LLC.	02/07/19	178.19	PLUMBING SUPPLIES
116936	2540	DEOL OIL JARVIS SHELL	02/07/19	1,125.49	FUEL
116937	11130	DANIEL KHAIRY	02/07/19	150.00	EXPENSE REIMBURSEMENT
116938	11492	KIER & WRIGHT CIVIL ENGINEERS AND SURVEY	02/07/19	5,354.91	CIP #1220 SKATE PARK AND CIP #1221 SPORT
116939	7964	KNORR SYSTEMS INC	02/07/19	282.30	POOL CHEMICALS
116940	4064	ADECELI KOVACH	02/07/19	465.75	EXPENSE REIMBURSEMENT
116941	11335	LEGACY ROOFING & WATERPROOFING	02/07/19	2,110.00	PROJECT 1165 ROOF REPAIRS
116942	11684	MALLORY SAFETY & SUPPLY LLC	02/07/19	192.16	MISC SAFETY SUPPLIES AND VESTS
116943	7618	METLIFE SBC	02/07/19	1,491.29	LONG TERM DISABILITY PREMIUM
116944	11378	MNS ENGINEERS INC	02/07/19	18,092.50	ENGINEERING PLAN CHECK AND INSPECTION SE
116945	11690	NEOFUNDS	02/07/19	2,000.00	NEOPOST POSTAGE
116946	349	PACIFIC GAS & ELECTRIC	02/07/19	60.30	STREETLIGHTS AND TRAFFIC SIGNALS
116947	10729	PETTY CASH CUSTODIAN-MAINTENANCE/AMY DAV	02/07/19	113.32	PETTY CASH REPLENISHMENT
116948	9811	REDFLEX TRAFFIC SYSTEMS	02/07/19	18,800.00	REDLIGHT CAMERA
116949	5212	SIEMENS INDUSTRY, INC C/O CITYBANK (BLDG	02/07/19	4,560.00	INSPECTION REPAIRS
116950	10676	SIERRA INSTALLATIONS INC	02/07/19	2,205.00	REMOVAL OF NEWARK DAYS BANNERS
116951	11533	ST. FRANCIS ELECTRIC. LLC.	02/07/19	17,108.58	STREETLIGHT MAINTENANCE
116952	40	STAPLES ADVANTAGE DEPT LA	02/07/19	1,478.41	OFFICE SUPPLIES
116953	11414	SWIM SUIT STATION	02/07/19	963.17	RETAIL MERCHANDISE FOR FRONT DESK-SWIM T
116954	6797	US BANK CORPORATE PAYMENT	02/07/19	16,396.05	US BANK CC PAYMENT 01/22/19
116955	8751	PROVIDENT LIFE & ACCIDENT INSURANCE COMP	02/07/19	261.24	PAYROLL PREMIUM - E0246926
116956	11585	V5 SYSTEMS INC.	02/07/19	643.68	TECHNOLOGY NEEDS/MAINT
116957	11651	VERDE DESIGN INC	02/07/19	40,487.83	DESIGN SERVICES FOR CIP #1192 SPORTSFIELD
116958	5623	VERIZON WIRELESS	02/07/19	3,627.68	IPHONE SVC

Final Disbursement List. Check Date 02/07/19, Due Date 02/18/19, Discount Date 02/18/19. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
116959	7308	THE GOODYEAR TIRE & RUBBER COMPANY	02/07/19	933.46	TIRES
		Total		211,501.88	

1

Final Disbursement List. Check Date 02/15/19, Due Date 02/25/19, Discount Date 02/25/19. Computer Checks.
Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
116960	1774	AIRGAS USA, LLC	02/15/19	856.08	FLEET REPAIRS
116961	1129	ALAMEDA COUNTY CLERK RECORDER'S OFFICE	02/15/19	50.00	NOTICE OF EXEMPTION HANDLING FEE PROJECT
116962	344	ALAMEDA COUNTY WATER DISTRICT	02/15/19	1,586.23	WATER FOR SWEEPER TRUCK
116963	5821	ALL CITY MANAGEMENT SERVICES, INC.	02/15/19	4,309.20	CROSSING GUARD SVCS
116964	12	ALLIED AUTO STORES INC	02/15/19	132.14	FLEET PARTS
116965	11692	DENSON CHANDRA AMAN'S AUTO	02/15/19	271.45	FLEET SERVICE
116966	11362	ANNETTE PAREDES	02/15/19	23.46	EXPENSE REIMBURSEMENT
116967	348	AT&T	02/15/19	177.33	ATT TELECOM & T1 TO FS
116968	1131	BAY ISLAND OFFICIALS ASSOCIATION ATTN FR	02/15/19	768.00	SPORTS OFFICIATING
116969	5122	JEREMY BECK	02/15/19	747.51	EXPENSE REIMBURSEMENT Reinstated from cl
116970	9888	BUREAU VERITAS NORTH AMERICA INC.	02/15/19	6,310.12	BUILDING INSPECTION PLAN REVIEW SERVICE
116971	1513	BURTON'S FIRE INC	02/15/19	824.20	FIRE TRUCK SUPPLIES/PARTS
116972	7439	CENTERVILLE LOCKSMITH	02/15/19	20.00	FLEET LOCKS AND KEYS
116973	33	CENTRAL TOWING & TRANSPORT LLC	02/15/19	524.55	TOWING SVCS
116974	458	CHEVRON AND TEXACO BUSINESS CARD SERVICE	02/15/19	465.09	FUEL
116975	3751	BRYAN COBB	02/15/19	66.95	EXPENSE REIMBURSEMENT
116976	11544	COTTON, SHIRES AND ASSOCIATES, INC.	02/15/19	3,015.00	ADDITIONAL GEOTECHNICAL PEER REVIEW FOR
116977	11076	CRIME SCENE CLEANERS INC	02/15/19	70.00	HAZ WASTER CLEAN UP 18/19
116978	10793	OLIVIA PADILLA	02/15/19	285.00	SCHEDULE CONFLICT - REFUND
116979	10793	KATHLEEN SCHULER	02/15/19	138.00	TRIP REFUND
116980	10793	CAROL PURDY	02/15/19	138.00	TRIP REFUND
116981	10793	SHRI GURU RAVIDAS SABHA BAY AREA	02/15/19	1,125.00	RENTAL DEPOSIT REFUND
116982	10677	DAILY JOURNAL CORPORATION CALIFORNIA NEW	02/15/19	841.25	PUBLISH LEGAL ADS
116983	3728	DEPARTMENT OF JUSTICE ACCOUNTING OFFICE	02/15/19	256.00	FINGERPRINTING FEES
116984	11030	E POLY STAR INC	02/15/19	1,866.19	TRASH CAN LINERS
116985	10904	EAST BAY REFRIGERATION	02/15/19	483.81	REFRIGERATOR MAINT
116986	904	EMPLOYMENT DEVELOPMENT DEPT.	02/15/19	3,068.00	UNEMPLOYMENT INSURANCE
116987	310	EQUIFAX INFORMATION SVCS LLC	02/15/19	50.00	CREDIT BUREAU REPORTS
116988	10642	FASTENAL COMPANY	02/15/19	700.67	BUILDING SUPPLIES
116989	11112	FREMONT DEL GRANDE INC	02/15/19	157,878.49	DEALERSHIP INCENTIVES
116990	11112	FREMONT CHRYSLER DODGE JEEP RAM	02/15/19	1,102.78	PARTS
116991	60	FREMONT FORD/AUTOBODY OF FREMONT ATTN: P	02/15/19	590.43	FLEET PARTS
116992	313	FREMONT URGENT CARE CENTER	02/15/19	1,283.00	PRE-EMPLOYMENT/DOT PHYSICALS
116993	11465	FRONTIER PACIFIC	02/15/19	11,393.50	GATE REPAIR
116994	11636	JESSICA GURULE	02/15/19	14.21	EXPENSE REIMBURSEMENT
116995	1591	PHILIP H HOLLAND	02/15/19	200.00	RESERVE UNIF ALLOW
116996	7593	BRUCE HOWCROFT	02/15/19	200.00	RESERVE UNIF ALLOW
116997	11688	IMAGEX, INC.	02/15/19	847.81	CITY OF NEWARK BRANDED SHIRTS
116998	11494	KANEN TOURS, INC.	02/15/19	2,250.00	ANO NUEVO TRIP - 01/30/19
116999	11681	KBA DOCUMENT SOLUTIONS, LLC.	02/15/19	337.13	COPIER LEASE AGREEMENT (COPIES)
117000	11335	LEGACY ROOFING & WATERPROOFING	02/15/19	785.00	PROJECT 1165 ROOF REPAIRS
117001	11246	LOOMIS ARMORED	02/15/19	352.21	ARMORED CAR SERVICE
117002	11684	MALLORY SAFETY & SUPPLY LLC	02/15/19	1,161.10	MISC SAFETY SUPPLIES AND VESTS
117003	11309	MANUEL FERNANDEZ CONSTRUCTION	02/15/19	1,864.83	SILLIMAN MAINT
117004	11357	MISSION UNIFORM SERVICE	02/15/19	1,934.29	MATS, TOWELS AND UNIFORMS
117005	6	KAREN MORALDA	02/15/19	31.67	EXPENSE REIMBURSEMENT
117006	611	KKR AUTOMOTIVE DBA NAPA AUTO PARTS	02/15/19	1,195.41	FLEET PARTS
117007	10865	NEW IMAGE LANDSCAPE	02/15/19	14,336.30	PROJECT 1186B PARK AND LANDSCAPE SERVICE
117008	5681	OMNI-MEANS LTD	02/15/19	145.00	TRAFFIC ENGINEERING AND TRANSPORTATION P
117009	349	PACIFIC GAS & ELECTRIC	02/15/19	52,217.72	CITY ELECTRICITY AND GAS
117010	11322	PAPA JOHNS PIZZA	02/15/19	497.00	BIRTHDAY PARTY FOOD

Final Disbursement List. Check Date 02/15/19, Due Date 02/25/19, Discount Date 02/25/19. Computer Checks.

Bank 1001 US BANK

MICR Check#	Vendor Number	Payee	Check Date	Check Amount	Description
117011	78	PERFORMANCE PEST MANAGEMENT LPC SERVICES	02/15/19	142.00	PEST CONTROL
117012	329	PHOENIX GROUP INFORMATION SYSTEMS	02/15/19	598.50	PARKING CITATION PROG
117013	3674	PRIORITY 1 PUBLIC SAFETY EQUIPMENT INSTA	02/15/19	2,878.07	POLICE OUTFITTING
117014	11234	RAY MORGAN COMPANY	02/15/19	7,014.75	COPIER LEASE AGREEMENT
117015	11635	RHOADES PLANNING GROUP, INC.	02/15/19	19,475.67	OLD TOWN SP
117016	11296	SIGNATURE CARPET ONE	02/15/19	13,644.00	ACTIVITY ROOM BLINDS
117017	11181	BRIAN SIMON	02/15/19	471.70	EXPENSE REIMBURSEMENT
117018	11396	SWA SERVICES GROUP INC	02/15/19	27,678.21	JANITORIAL
117019	7744	T-MOBILE	02/15/19	473.05	T-MOBILE CELL SERVICE
117020	11660	JESSENNIA TAIMANI	02/15/19	15.89	EXPENSE REIMBURSEMENT
117021	5463	MARY TEIXEIRA	02/15/19	11.02	EXPENSE REIMBURSEMENT
117022	135	TURF & INDUSTRIAL EQUIPMENT CO	02/15/19	130.53	FLEET SUPPLIES
117023	7517	U S FOODS INC SAN FRANCISCO	02/15/19	952.93	CAFE FOOD
117024	853	VALLEY OIL COMPANY LOCKBOX# 138719	02/15/19	19,771.95	FUEL
117025	11651	VERDE DESIGN INC	02/15/19	24,472.25	DESIGN SERVICES FOR CIP #1192 SPORTSFIEL
117026	5623	VERIZON WIRELESS	02/15/19	6,654.86	IPHONE SVC
117027	5623	VERIZON BUSINESS SERVICES	02/15/19	1,233.89	CELL SVC FOR MDT'S
117028	11437	JOYCE WANG	02/15/19	3,117.06	EXPENSE REIMBURSEMENT
Total				408,523.44	