CITY OF NEWARK
CITY COUNCIL

City Administration Building, City Council Chambers

37101 Newark Boulevard, Newark, CA 94560 | (510) 578-4266 | E-mail: city.clerk@newark.org

AGENDA

Thursday, October 27, 2022
7:00 P.M.

HYBRID IN-PERSON/VIRTUAL MEETING
REFER TO THE END OF THE AGENDA TO REVIEW
OPTIONS FOR PARTICIPATING IN THE MEETING
REMOTELY OR IN-PERSON.

IF YOU ATTEND THE MEETING IN PERSON A FACE COVERING
IS RECOMMENDED BUT NOT REQUIRED.

A. ROLL CALL

B. PRESENTATIONS

1. Assemblymember Alex Lee ceremonial presentation of check for Quiet Zone Safety Improvements and Broadband Master Plan

2. Commending Newark Days Committee

3. Proclaim October as Promotores Month

4. Introduction of employees

C. PUBLIC COMMENT

The public is invited to address the City Council on any item not listed on the agenda. Public Comments are generally limited to 5 minutes per speaker. Please note that State law prohibits the Council from acting on non-agenda items.

D. CONSENT CALENDAR

Consent Calendar items are considered to be routine and may be approved by one motion. There will be no separate discussion on these items unless there is a request by a Council Member, a staff member, or a member of the public to remove an item for separate discussion and action.

1. Approval of Audited Demands

2. Approval of October 13, 2022 meeting minutes

3. Adopt a resolution approving the final map and subdivision improvement agreement for Tract 8606 – Newpark Mall Phase D1 and D4 (Newpark Mall, LP) at 2086 Newpark Mall Road

4. Adopt a resolution approving the final map and subdivision improvement agreement for Tract 8489 – Newpark Mall Phase A (Newpark Mall Phase A Development LLC) at 2086 Newpark Mall Road

5. Adopt a resolution authorizing the City Manager to execute a contractual services agreement with All City Management Services, Inc. to provide crossing guard services at intersections near schools that are within the jurisdiction of the Newark Unified School District

6. Adopt a resolution authorizing a 3.7% increase to the solid waste collection, recycling and organics services maximum rates for Calendar Year 2023

E. PUBLIC HEARINGS

F. OTHER BUSINESS

1. Presentation of the 2021 Community Survey Results

2. Information regarding the Newark Police Department automated license plate reader (ALPR) program and opportunity for public comment

G. CITY COUNCIL MATTERS

City Council Members report on attendance at intergovernmental agency meetings, conferences, and seminars since the last meeting. City Council Members may also announce upcoming events and coordinate attendance; report on local events attended since the last meeting; and make brief comments on issues of concern.

H. CLOSED SESSION

I. ADJOURNMENT

HYBRID IN-PERSON/VIRTUAL MEETING NOTICE

This meeting is being conducted utilizing teleconferencing and electronic means consistent with Assembly Bill 361 (2021). Members of the public may attend the meeting in person, virtually via Zoom, or watch it via YouTube. If you attend the meeting in person, a face covering is recommended but not required.

Mayor Nagy, Vice Mayor Hannon, and Council Members Bucci, Collazo, and Freitas may be attending this meeting

via teleconference. Teleconference locations are not open to the public. In the event that any members of the City Council elect to attend this meeting via teleconference, all votes conducted during the teleconferencing session will be conducted by roll call vote.

How to view the meeting remotely:
Livestream online at YouTube: https://www.youtube.com/channel/UC383NGSxaPwZP1lkJbo2T8A
Copy/paste the YouTube URL into your browser if the link does not automatically open.

How to participate in the meeting remotely, via Zoom Webinar:
From a PC, Mac, iPad, iPhone or Android device: Zoom Meeting https://us06web.zoom.us/j/86839467205

From a telephone dial 1- 669-900-9128, Webinar ID Number 868 3946 7205

Provide live, remote public comments, when the Mayor calls for comments. Use the raise your hand feature in Zoom to be called upon by the City Clerk.

For frequently asked Zoom questions, please go to Agendas and Minutes and select the Frequently Asked Questions link.

No question shall be asked of a council member, city staff, or an audience member except through the Mayor. 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 Mayor for the purpose of maintaining order may be guilty of an infraction and may result in removal from the meeting.

Council Meeting Access/Materials:
The agenda packet is available for review at Agendas and Minutes. The packet is typically posted to the City website the Friday before the meeting, but no later than 72 hours before the meeting.

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 will be posted, if time allows, at Agendas and Minutes. 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 who require special accommodations, please contact the City Clerk at least two days prior to the meeting at City Clerk or 510-578-4266.

STAFF REPORT

Item B. 1.

DATE	10/27/2022
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Assemblymember Alex Lee ceremonial presentation of check for Quiet Zone Safety Improvements and Broadband Master Plan

Under the leadership of Assemblymember Alex Lee, Assembly Bill 179 ("Budget Act of 2022) included funding for City requested projects including Quiet Zone safety improvements and for the Broadband Master Plan and implementation.

The allocation of $2 million towards implementation of Quiet Zones in Newark will address an item of significant concern for members of our community- namely the loud horns that emanate from train traffic throughout the night. With this funding, City staff will begin the process of designing the improvements and coordinating with the Federal Railroad Administration and California Public Utilities Commission.

The allocation of $1.8 million towards our Broadband Infrastructure Project will help the City identify and address existing fiber optic infrastructure gaps.

Assemblymember Alex Lee will present a ceremonial check to Mayor Nagy to celebrate and commemorate this funding.

STAFF REPORT

Item B. 2.

DATE	10/27/2022
TO	Honorable Mayor and City Council Members
FROM	Kathy Slafter, Deputy City Clerk
SUBJECT	Commending Newark Days Committee

Newark Days celebrated the City's 67th birthday during the weekend of September 15 - 18, 2022. Members of the Newark Days Committee (Committee) volunteer their time and efforts throughout the year to ensure a successful event. Members of the Committee will accept a commendation at the City Council meeting.

Attachments

Commendation

COMMENDING

NEWARK DAYS COMMITTEE

WHEREAS, the NEWARK DAYS COMMITTEE, led by dedicated President Shirley Sisk, who founded Newark Days Celebration, Inc. in 1972, annually celebrates the City's incorporation during the month of September; and

WHEREAS, this year's Newark Days Celebration was once again a great success; and

WHEREAS, the NEWARK DAYS COMMITTEE is made up of talented and dedicated residents who work tirelessly to make this event happen and who reflect the values so succinctly stated in our Newark Days Celebration motto, "People, Pride, and Progress";

NOW, THEREFORE, I, Alan L. Nagy, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby commend the

NEWARK DAYS COMMITTEE

for another successful Newark Days celebration and thank them for their commitment to making this event one that the entire City looks forward to with anticipation and pride.

IN WITNESS THEREOF, I have hereunto set forth my hand and caused the Official Seal of the City of Newark, State of California, to be affixed this Twenty-seventh Day of October, Two Thousand Twenty-two.

ALAN L. NAGY
Mayor

STAFF REPORT

Item B. 3.

DATE	10/27/2022
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Proclaim October as Promotores Month

The Newark Recreation and Community Services Department's Promotores Network plays an invaluable role in making the City of Newark a more welcoming place to live. Promotores are Spanish-speaking members of our community who are trained to be advocates in the community and to identify solutions to community needs. A proclamation declaring October as Promotores Month has been prepared and will be presented to representatives from Promotores at the City Council meeting.

Attachments

Proclamation

PROCLAMATION NO. 1882

PROCLAIMING OCTOBER 2022
PROMOTORES MONTH

WHEREAS, Promotores are Spanish-speaking women and men who are trained to be advocates who create solutions to community needs; and

WHEREAS, the Newark Recreation and Community Services Department Promotores Network plays an invaluable role in making the City of Newark a more welcoming place to live; and

WHEREAS, the Newark Promotores act as intermediaries between healthcare, social services, and educational institutions and the Latino community. They provide information, referrals, and training to ensure access to these vital services; and

WHEREAS, the Newark Promotores' work is grounded in strong cultural values, including a deep appreciation for personal relationships and an eagerness to help and support each other in a new community; and

WHEREAS, as they learn to navigate a new culture and community, the Newark Promotores become guides to other families new to our City. The Newark Promotores Network is like an extended family providing social and emotional support to each other; and

WHEREAS, October 2022 has been designated as Promotores Month;

NOW, THEREFORE, I, Alan L. Nagy, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby proclaim October 2022 as

PROMOTORES MONTH

in Newark and thank Newark Promotores for the compassion and the commitment they show to their community. They are role models for all of us on how to ensure the health, safety, and educational and financial well-being of the most underserved families.

IN WITNESS THEREOF, I have hereunto set forth my hand and caused the Official Seal of the City of Newark, State of California, to be affixed this Twenty-seventh Day of October, Two Thousand Twenty-two.

ALAN L. NAGY
Mayor

STAFF REPORT

Item B. 4.

DATE	10/27/2022
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Introduction of employees

The following employees will be introduced at the City Council meeting:

Marisa Huntley, Police Support Services Manager
Kamini Kumar, Administrative Analyst
Bryan Cabeceira, Building Inspector
Brett Oeverndiek, Administrative Analyst

STAFF REPORT

Item D. 1.

DATE	10/27/2022
TO	Honorable Mayor and City Council Members
FROM	Krysten Lee, Finance Director
SUBJECT	Approval of Audited Demands

Attachments

Audited Demands

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 10/06/2022

Type	Date	Number	Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE						
Check	10/06/2022	6758	Accounts Payable	4LEAF INC		35,520.00
	Invoice		Date	Description		Amount
	J3962K		08/15/2022	TEMPORARY PROFESSIONAL PLANNING SERVICES 7/1/22-7/29/22		15,840.00
	J1118A51		09/23/2022	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES 8/22		19,680.00
Check	10/06/2022	6759	Accounts Payable	AFLAC		920.48
	Invoice		Date	Description		Amount
	860619		10/04/2022	AFLAC STD - SEPTEMBER PREMIUMS		920.48
Check	10/06/2022	6760	Accounts Payable	ALAMEDA COUNTY WATER DISTRICT		15.92
	Invoice		Date	Description		Amount
	0401-063022		07/08/2022	ACWD AC#40015541 CLOSE OUT		15.92
Check	10/06/2022	6761	Accounts Payable	BAY CENTRAL PRINTING		59.84
	Invoice		Date	Description		Amount
	193155		09/19/2022	BUSINESS CARD IMPRINTING-KAMINI KUMAR		59.84
Check	10/06/2022	6762	Accounts Payable	BAY ISLAND OFFICIALS ASSOCIATION		1,275.00
	Invoice		Date	Description		Amount
	093022		09/30/2022	SEPTEMBER SILLIMAN BASKETBALL/VOLLEYBALL SPORTS OFFICIATING		1,275.00
Check	10/06/2022	6763	Accounts Payable	BUREAU VERITAS NORTH AMERICA INC.		3,905.60
	Invoice		Date	Description		Amount
	RI 22053947		09/12/2022	BI FIELD INSPECTION AND RELATED PROFESSIONAL SERVICES		3,905.60
Check	10/06/2022	6764	Accounts Payable	CHILDCARE CAREERS, LLC		844.83
	Invoice		Date	Description		Amount
	554150		09/16/2022	09/06/22-09/09/22 CHILD CARE SUBSTITUTE		844.83
Check	10/06/2022	6765	Accounts Payable	COMCAST		1,421.00
	Invoice		Date	Description		Amount
	0722-082822		08/01/2022	TELEVISION & PUBLIC WIFI ACCESS JULY - AUG 2022		1,421.00
Check	10/06/2022	6766	Accounts Payable	CONCERNS OF POLICE SURVIVORS, INC		300.00
	Invoice		Date	Description		Amount
	1104-110622		08/08/2022	C.O.P.S. LAW ENFORCEMENT WELLNESS & TRAINING		300.00
Check	10/06/2022	6767	Accounts Payable	CPRS		1,185.00

	Invoice	Date	Description	Amount
	2022 RENEWARL V2	09/22/2022	22/23 AGENCY MEMBERSHIP RENEWAL	1,185.00
Check	10/06/2022 6768 Accounts Payable		CYNTHIA M KIRBY	3,500.00
	Invoice	Date	Description	Amount
	2210035	10/01/2022	POLYGRAPH TESTING SERVICES	3,500.00
Check	10/06/2022 6769 Accounts Payable		DELTA DENTAL OF CALIFORNIA	19,549.30
	Invoice	Date	Description	Amount
	BE005152903	10/04/2022	DELTA DENTAL PPO - OCTOBER PREMIUMS	19,549.30
Check	10/06/2022 6770 Accounts Payable		DELTA DENTAL INSURANCE COMPANY	113.73
	Invoice	Date	Description	Amount
	BE005151029	10/04/2022	DELTA CARE - OCTOBER PREMIUMS	113.73
Check	10/06/2022 6771 Accounts Payable		ALHAMBRA	308.41
	Invoice	Date	Description	Amount
	15734365 091322	09/13/2022	08/14/22-09/11/22 CITY ALHAMBRA SERVICES	308.41
Check	10/06/2022 6772 Accounts Payable		EQUIFAX INFORMATION SVCS LLC	50.64
	Invoice	Date	Description	Amount
	2053046260	09/13/2022	CREDIT BUREAU REPORT FEES	50.64
Check	10/06/2022 6773 Accounts Payable		FEHR & PEERS	843.75
	Invoice	Date	Description	Amount
	157295	08/11/2022	GRANT FLAP WRITING (6/25/22-7/29/22)	843.75
Check	10/06/2022 6774 Accounts Payable		FIDELITY SECURITY LIFE INSURANCE/EYEMED	2,486.48
	Invoice	Date	Description	Amount
	165456042	10/04/2022	EYEMED - OCTOBER PREMIUMS	2,427.29
	165444710	10/04/2022	EYEMED COBRA - OCT PREMIUMS	59.19
Check	10/06/2022 6775 Accounts Payable		FIRST BAPTIST CHURCH	80.00
	Invoice	Date	Description	Amount
	SEPTEMBER 2022	09/22/2022	CHURCH - FIRST BAPTIST CHURCH CONT.*	80.00
Check	10/06/2022 6776 Accounts Payable		MARIA GAVALDON	105.83
	Invoice	Date	Description	Amount
	091622EXP	10/04/2022	EXPENSE REIMBERSEMENT FOR PROMOTORES TEEN MEAL	105.83
Check	10/06/2022 6777 Accounts Payable		GHA TECHNOLOGIES, INC.	1,541.51
	Invoice	Date	Description	Amount
	101243972	09/14/2022	LOGITECH WEB CAMS AND DYMO LABELWRITERS	1,541.51
Check	10/06/2022 6778 Accounts Payable		GYM DOCTORS	1,024.06
	Invoice	Date	Description	Amount
	00134951	09/13/2022	9/12/22 MONTHLY PREVENTATIVE MAINTENANCE SILLIMAN FITNESS CENTER	1,024.06
Check	10/06/2022 6779 Accounts Payable		IDAX	200.00
	Invoice	Date	Description	Amount
	INV-0002560	09/23/2022	TRAFFIC COUNTY STUDY	200.00

Check	10/06/2022	6780 Accounts Payable	INTERNATIONAL CODE COUNCIL, INC.	68.11
	Invoice	Date	Description	Amount
	1001560074	09/12/2022	ICC - TRAINING AND EDUCATION - STUDY GUIDE	68.11
Check	10/06/2022	6781 Accounts Payable	JANSSEN'S PLACE AUTO BODY	2,737.50
	Invoice	Date	Description	Amount
	7123	06/13/2022	2020 INTERCEPTOR DOOR REPAIR	2,737.50
Check	10/06/2022	6782 Accounts Payable	LOOMIS	358.22
	Invoice	Date	Description	Amount
	13108528	09/30/2022	ARMORED CAR SERVICE - 09/22	358.22
Check	10/06/2022	6783 Accounts Payable	JOLIE MACIAS	1,612.00
	Invoice	Date	Description	Amount
	SUMMER2022EXP	10/03/2022	EDUCATIONAL REIMBURSEMENT SUMMER 2022	1,612.00
Check	10/06/2022	6784 Accounts Payable	MACLEOD WATTS, INC.	1,100.00
	Invoice	Date	Description	Amount
	091522NEWAR	09/15/2022	ACTUARIAL VALUATION & REPORT - GASB 68	1,100.00
Check	10/06/2022	6785 Accounts Payable	MEYERS NAVE, A PROFESSIONAL CORPORATION	692.80
	Invoice	Date	Description	Amount
	197930	09/16/2022	LEGAL SVCS NEWPARK MALL REDEVELOPMENT THRU 8/31/2022	303.10
	197929	09/16/2022	LEGAL SVCS - SANCTUARY WEST - THRU 8/31/22	389.70
Check	10/06/2022	6786 Accounts Payable	MIKE YORKS INVESTIGATIONS	4,050.00
	Invoice	Date	Description	Amount
	2022-15	09/27/2022	BACKGROUND INVESTIGATIONS 08/17-09/26/22	1,575.00
	2022-18	09/27/2022	BACKGROUND INVESTIGATIONS 09/16-09/26/22	900.00
	2022-16	09/27/2022	BACKGROUND INVESTIGATIONS 08/17-09/26/22	1,575.00
Check	10/06/2022	6787 Accounts Payable	MNS ENGINEERS INC	49,057.50
	Invoice	Date	Description	Amount
	81271	09/12/2022	ON-CALL PUBLIC WORKS INSPECTION SERVICES (7/1/22-7/31/22)	22,627.50
	81272	09/12/2022	ON-CALL PUBLIC WORKS INSPECTION SERVICES (8/1/22-8/31/22)	26,430.00
Check	10/06/2022	6788 Accounts Payable	LEO GULBERG	9,600.00
	Invoice	Date	Description	Amount
	IN22010010585	08/29/2022	PROJECT PLANNING SAAS	9,600.00
Check	10/06/2022	6789 Accounts Payable	NAVIA BENEFIT SOLUTIONS CLIENT PAY	105.70
	Invoice	Date	Description	Amount
	10519614	09/29/2022	FY 22/23 WORKERS COMPENSATION CLAIMS 09/01-09/30	105.70
Check	10/06/2022	6790 Accounts Payable	NET TRANSCRIPTS INC	874.94
	Invoice	Date	Description	Amount
	NT12352	08/31/2022	TRANSCRIPTION SVCS 08/19/22	874.94
Check	10/06/2022	6791 Accounts Payable	CONCENTRA MEDICAL CENTERS	641.00
	Invoice	Date	Description	Amount
	76797024	09/21/2022	PRE-EMPLOYMENT/ DOT PHYSICALS	641.00

Check	10/06/2022	6792 Accounts Payable	OWEN EQUIPMENT COMPANY	381.47
	Invoice	Date	Description	Amount
	00057654	09/16/2022	SWEEPER PARTS	113.00
	00057635	09/14/2022	FLEET PARTS AND SUPPLIES	268.47
Check	10/06/2022	6793 Accounts Payable	PACIFIC GAS & ELECTRIC	28,764.17
	Invoice	Date	Description	Amount
	7460-091522	09/15/2022	ELECTRICITY CHARGES FOR STREET/TRAFFIC LIGHTS (7/27/22-8/25/22)	2,821.20
	7786-092122	09/21/2022	ELECTRICITY CHARGES FOR STREET/TRAFFIC LIGHTS (8/17/22-9/15/22)	25,942.97
Check	10/06/2022	6794 Accounts Payable	RYAN PEREZ	265.79
	Invoice	Date	Description	Amount
	093022EXP	09/30/2022	1ST BOOT REIMBURSEMENT 09/30/22	265.79
Check	10/06/2022	6795 Accounts Payable	PHOENIX GROUP INFORMATION SYSTEMS	405.60
	Invoice	Date	Description	Amount
	082022101	09/16/2022	PARKING CITATION PROGRAM AUGUST 2022	405.60
Check	10/06/2022	6796 Accounts Payable	PLAN JPA	2,751.08
	Invoice	Date	Description	Amount
	PLAN-2023-0055	09/14/2022	GENERAL LIABILITY PREMIUM FY22-23 - AUGUST 2022	2,751.08
Check	10/06/2022	6797 Accounts Payable	HELEN QUE-GARCIA	94.13
	Invoice	Date	Description	Amount
	092022EXP	09/29/2022	EXPENSE REIMBURSEMENT	94.13
Check	10/06/2022	6798 Accounts Payable	RUTAN & TUCKER, LLP	415.50
	Invoice	Date	Description	Amount
	939850	09/26/2022	AREA 4 CEQA	415.50
Check	10/06/2022	6799 Accounts Payable	STANDARD INSURANCE COMPANY	4,639.28
	Invoice	Date	Description	Amount
	BILLING-AUG 22'	08/01/2022	EMPLOYEE LIFE INSURANCE AND AD&D COVERAGE PREMIUMS-08/22	948.00
	BILLING-SEP 22'	09/01/2022	EMPLOYEE LIFE INSURANCE AND AD&D COVERAGE PREMIUMS - 09/22	954.00
	SEPT PREMIUMS	10/04/2022	STANDARD - STANDARD INSURANCE COMPANY*	1,293.58
	OCT PREMIUMS	10/04/2022	STANDARD - STANDARD INSURANCE COMPANY*	1,443.70
Check	10/06/2022	6800 Accounts Payable	STAPLES	1,379.95
	Invoice	Date	Description	Amount
	8067579354	10/04/2022	OFFICE SUPPLIES	1,379.95
Check	10/06/2022	6801 Accounts Payable	T-MOBILE	139.04
	Invoice	Date	Description	Amount
	966241989-092122	09/28/2022	IPHONE SVC 08/21-09/20/22	139.04
Check	10/06/2022	6802 Accounts Payable	TYLER TECHNOLOGIES, INC.	75,680.37
	Invoice	Date	Description	Amount
	045-385434	08/01/2022	ANNUAL SUPPORT & UPDATE LICENSING 09/01/22-08/31/23	75,680.37
Check	10/06/2022	6803 Accounts Payable	USOAC	275.00
	Invoice	Date	Description	Amount

	092922HLF		09/29/2022	9/29/22 HEALTHY LIVING FESTIVAL TRANSPORTATION TO OAK ZOO	275.00
Check	10/06/2022	6804 Accounts Payable		UNITED STATES POSTMASTER	3,600.00
	Invoice		Date	Description	Amount
	IN100422		10/04/2022	POSTAGE FOR WINTER RECREATION ACTIVITIES POSTCARD	3,600.00
Check	10/06/2022	6805 Accounts Payable		U.S. BANK	3,000.00
	Invoice		Date	Description	Amount
	6674076		10/23/2022	2019 COP TRUSTEE FEE 09/01/22-08/31/223	3,000.00
Check	10/06/2022	6806 Accounts Payable		VERIZON WIRELESS	5,510.46
	Invoice		Date	Description	Amount
	9916093182		09/18/2022	IPHONE SVC 08/19-09/18/22	5,510.46
Check	10/06/2022	6807 Accounts Payable		VIEVU, LLC	39.87
	Invoice		Date	Description	Amount
	INVV000308		08/26/2022	VIEVU CLIPLOCK MAGNET CLIPS	39.87
Check	10/06/2022	6808 Accounts Payable		BISHOP , ANNIE	8,000.00
	Invoice		Date	Description	Amount
	2022-00001678		09/27/2022	EVIDENCE MONEY - ANNIE BISHOP	8,000.00
Check	10/06/2022	6809 Accounts Payable		GARCIA , MARIA	500.00
	Invoice		Date	Description	Amount
	659929		10/04/2022	REQUESTING RENTAL DEPOSIT REFUND CHECK DUE TO CLOSED CREDIT CARD	500.00
EFT	10/06/2022	376 Accounts Payable		SPECTRUM SMALL BUSINESS SERVICES, LLC 325084426 / 5348560846	2,282.75
	Invoice		Date	Description	Amount
	10032022-GENERAL		10/03/2022	CONSULTING AND REFERRAL TO BUSINESS SUPPORT AGENCIES-3RD AMEND	2,282.75
EFT	10/06/2022	377 Accounts Payable		FIRST AMERICAN TITLE COMPANY 122241255 / 3034770000	1,268,283.30
	Invoice		Date	Description	Amount
	09292022HIF		09/29/2022	TRANSFER OF HOUSING IMPACT FEES FROM LENNAR TO ESCROW ACCOUNT	1,268,283.30
EFT	10/06/2022	378 Accounts Payable		SEDGWICK CLAIMS MANAGEMENT SERVICES, INC. 121000248 / 4942808510	19,177.76
	Invoice		Date	Description	Amount
	SF-8510-01157228		10/03/2022	FY 22/23 WORKERS COMPENSATION CLAIMS 09/01-09/30	19,177.76

AP ZBA ACCOUNTS PAYABLE Totals: Transactions: 55 $1,571,734.67

Checks:	52	$281,990.86
EFTs:	3	$1,289,743.81

LIVE Newark CA LIVE

Payment Batch Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 10/13/2022

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	10/13/2022	6810 Accounts Payable	4LEAF INC		31,837.50
	Invoice	Date	Description		Amount
	J3962I	06/21/2022	TEMPORARY PROFESSIONAL PLANNING SERVICES 5/1/22-5/31/22		18,637.50
	J3962L	09/16/2022	TEMPORARY PROFESSIONAL PLANNING SERVICES 8/3/22-8/29/22		13,200.00
Check	10/13/2022	6811 Accounts Payable	ACCESS		100.00
	Invoice	Date	Description		Amount
	9666077	10/05/2022	SHREDDING SVCS AUGUST 2022		100.00
Check	10/13/2022	6812 Accounts Payable	PRINTS CHARLES REPROGRAPHICS		255.83
	Invoice	Date	Description		Amount
	109750	09/13/2022	STREET SIGN		255.83
Check	10/13/2022	6813 Accounts Payable	ACCOPSA		335.00
	Invoice	Date	Description		Amount
	0912-091422	09/26/2022	INTERNAL AFFAIRS INVESTIGATION-SHANNON TODD		335.00
Check	10/13/2022	6814 Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		8,051.15
	Invoice	Date	Description		Amount
	2022-23-095	10/04/2022	FIRE TRUCK REPAIR #242 AND 243N		8,051.15
Check	10/13/2022	6815 Accounts Payable	ALAMEDA COUNTY WATER DISTRICT		2,384.02
	Invoice	Date	Description		Amount
	0730-093022	10/03/2022	ACWD HYDRANTS 0730-093022		2,384.02
Check	10/13/2022	6816 Accounts Payable	BAY CENTRAL PRINTING		128.54
	Invoice	Date	Description		Amount
	193012	08/30/2022	BUSINESS CARD IMPRINTING-JOSEPH RIVERA		64.27
	193342	09/29/2022	FY 22-23 BUSINESS CARDS (ANNE STEDLER)		64.27
Check	10/13/2022	6817 Accounts Payable	BOUNDTREE MEDICAL, LLC		1,061.05
	Invoice	Date	Description		Amount
	84665288	08/30/2022	GLOVES - MED,LARGE & XL		1,061.05
Check	10/13/2022	6818 Accounts Payable	BURTON'S FIRE INC		1,017.73
	Invoice	Date	Description		Amount
	W 80732	10/06/2022	FIRE TRUCK REPAIR #E-27		1,017.73
Check	10/13/2022	6819 Accounts Payable	CALIFORNIA SURVEYING AND DRAFTING		450.00

SUPPLIES

Invoice	Date	Description	Amount
91173233	10/11/2022	PAYMENT FOR EMERGENCY SILLIMAN PLOTTER REPAIR ON 5/13/22	450.00

Check 10/13/2022 6820 Accounts Payable CAL SAFETY INC 29,140.00

Invoice	Date	Description	Amount
29247	09/21/2022	NEWARK DAYS TRAFFIC CONTROL	29,140.00

Check 10/13/2022 6821 Accounts Payable CATO 950.00

Invoice	Date	Description	Amount
1109-111222-GA	09/29/2022	CATO ANNUAL CONFERENCE-GUSTAVO ARROYO	475.00
1109-111222-JH	09/29/2022	CATO ANNUAL CONFERENCE-JUAN HERRERA	475.00

Check 10/13/2022 6822 Accounts Payable BEACON VETERINARY SPECIALISTS 1,064.00

Invoice	Date	Description	Amount
131229	09/09/2022	VET SVCS 09/09/22	80.50
129744	08/04/2022	VET SVCS 07/25/22	150.00
128952	07/14/2022	VET SVCS 07/11/22	150.00
128948	07/14/2022	VET SVCS 07/06/22	150.00
128945	09/29/2022	VET SVCS 07/05/22 & 07/06/22	150.00
128937	07/14/2022	VET SVCS 07/03,07/04,07/05,7/14/22	200.00
128935	07/14/2022	VET SVCS 07/02-07/07/22	183.50

Check 10/13/2022 6823 Accounts Payable CENTRAL VALLEY TOXICOLOGY, INC. 632.00

Invoice	Date	Description	Amount
322611	09/28/2022	LAB TESTS 8/29/22	160.00
322083	09/28/2022	LAB TESTS 8/05/22	472.00

Check 10/13/2022 6824 Accounts Payable COUNTY OF SAN BERNARDINO 421.00

Invoice	Date	Description	Amount
0912-092222	08/25/2022	TRAFFIC COLLISION INVESTIGATION-ADVANCED-ANTHONY PIQUETTE	421.00

Check 10/13/2022 6825 Accounts Payable COVANTA ENVIRONMENTAL SOLUTIONS, LLC 446.94

Invoice	Date	Description	Amount
CI197581	07/20/2022	EVIDENCE DESTRUCTION 07/14/2022	446.94

Check 10/13/2022 6826 Accounts Payable CRIME SCENE CLEANERS INC 108.00

Invoice	Date	Description	Amount
85544	09/24/2022	HAZARDOUS WASTE CLEAN UP 09/24/22	108.00

Check 10/13/2022 6827 Accounts Payable EAST BAY LAWN MOWER 182.07

Invoice	Date	Description	Amount
37287	10/05/2022	SMALL EQUIPMENT REPAIR	182.07

Check 10/13/2022 6828 Accounts Payable ESA 56,593.50

Invoice	Date	Description	Amount
178105	09/26/2022	HOUSING ELEMENT UPDATE PREPARATION-JUN 1, 2022 TO AUG 31, 2022	56,593.50

Check 10/13/2022 6829 Accounts Payable EWING IRRIGATION PRODUCTS INC. 2,935.85

Invoice	Date	Description	Amount
17903034	09/28/2022	IRRIGATION SUPPLIES	2,935.85

Check	10/13/2022	6830 Accounts Payable	FIRSTTWO, INC.	4,800.00
	Invoice	Date	Description	Amount
	1497	07/15/2022	FIRST TWO SUB AGENCY LICENSE FY 21-22	2,400.00
	1728	07/06/2022	FIRST TWO SUB AGENCY LICENSE FY 22-23	2,400.00
Check	10/13/2022	6831 Accounts Payable	FREMONT FORD	2,020.03
	Invoice	Date	Description	Amount
	408238	08/24/2022	FLEET REPAIR AND MAINTENANCE	1,741.33
	208229	10/04/2022	FLEET PARTS AND SUPPLIES	83.88
	208200	10/04/2022	FLEET PARTS AND SUPPLIES	194.82
Check	10/13/2022	6832 Accounts Payable	GB AUTO SERVICE, INC/BRUCE'S TIRE & AUTO	491.97
	Invoice	Date	Description	Amount
	5010	09/28/2022	TIRE REPLACEMENT	491.97
Check	10/13/2022	6833 Accounts Payable	PATRICIA HADDOCK	617.50
	Invoice	Date	Description	Amount
	09232022	09/22/2022	BUSINESS WRTING - CLASS 1 - 9/23/22	617.50
Check	10/13/2022	6834 Accounts Payable	HYAS GROUP, LLC.	5,000.00
	Invoice	Date	Description	Amount
	5240	08/31/2022	INVESTMENT STRUCTURE REVIEW PROJECT INCEPTION-BILLING 1 OF 2	5,000.00
Check	10/13/2022	6835 Accounts Payable	KIM TURNER, LLC.	149.00
	Invoice	Date	Description	Amount
	1139	09/29/2022	ACTIVE SHOOTER-08/24/22-LUZ BORJA	149.00
Check	10/13/2022	6836 Accounts Payable	NAPA AUTO PARTS	1,892.64
	Invoice	Date	Description	Amount
	SEPT' 22	09/30/2022	NAPA - FLEET PARTS AND SUPPLIES	1,892.64
Check	10/13/2022	6837 Accounts Payable	BRIAN LEWIS	124.03
	Invoice	Date	Description	Amount
	101022EXP	10/10/2022	UNIFORM REIMBURSEMENT 10/10/2022	124.03
Check	10/13/2022	6838 Accounts Payable	LEXISNEXIS RISK DATA MANAGEMENT INC.	424.20
	Invoice	Date	Description	Amount
	1415640-20220831	08/31/2022	BACKGROUND CHECKS AUGUST 2022	424.20
Check	10/13/2022	6839 Accounts Payable	LINCOLN AQUATICS	631.92
	Invoice	Date	Description	Amount
	SL037931	09/08/2022	MURIATIC ACID	631.92
Check	10/13/2022	6840 Accounts Payable	CARMELISA LOPEZ	670.14
	Invoice	Date	Description	Amount
	100122EXP	10/06/2022	APA CA CCONFERENCE HOTEL ACCOMMODATIONS	670.14
Check	10/13/2022	6841 Accounts Payable	NETWORK CONTRACTING LLC	1,983.75
	Invoice	Date	Description	Amount
	3914	08/26/2022	NETWORK CONSULTING SERVICES 8/23/22	390.00

	3920	09/02/2022	NETWORK CONSULTING SERVICES 8/29-9/2/22	670.00
	3930	09/09/2022	NETWORK CONSULTING SERVICES 09/06-09/22	243.75
	3940	09/16/2022	NETWORK CONSULTING SERVICES 9/16/22	390.00
	3954	09/23/2022	NETWORK CONSULTING SERVICES 9/21-9/22/22	290.00
Check	10/13/2022	6842 Accounts Payable	MOTOROLA SOLUTIONS CREDIT COMPANY LLC	133,693.03
	Invoice	Date	Description	Amount
	31259	08/07/2022	RADIO LEASE ANNUAL PAYMENT 4 OF 5	133,693.03
Check	10/13/2022	6843 Accounts Payable	NEWARK UNIFIED SCHOOL DISTRICT	21,793.13
	Invoice	Date	Description	Amount
	INV23-00043	09/23/2022	NUSD - MCGREGOR PARK WATER 07/06-09/06/22	21,793.13
Check	10/13/2022	6844 Accounts Payable	PAKPOUR CONSULTING GROUP, INC.	753.38
	Invoice	Date	Description	Amount
	3927	10/04/2022	ON-CALL CIVIL ENGINEERING PLAN REVIEW SERVICES (09/01-09/30/22)	753.38
Check	10/13/2022	6845 Accounts Payable	PAPA JOHNS PIZZA	174.46
	Invoice	Date	Description	Amount
	99	09/09/2022	PAYMENT FOR BIRTHDAY PARTY PIZZAS	174.46
Check	10/13/2022	6846 Accounts Payable	PHAN'S SMOG STATION	40.00
	Invoice	Date	Description	Amount
	048577	09/27/2022	SMOG VEH #125	40.00
Check	10/13/2022	6847 Accounts Payable	PHILIPPINE NEWS	250.00
	Invoice	Date	Description	Amount
	14274	09/22/2022	ELECTION NOTICE PUBLISHED 09/22/2022	250.00
Check	10/13/2022	6848 Accounts Payable	PUBLIC SAFETY PEER SUPPORT ASSOCIATION	520.00
	Invoice	Date	Description	Amount
	1018-102122	09/26/2022	WELLNESS ON THE FRONT LINE - ANDREW MUSANTRY	470.00
	MEMBERSHIP-A.M	09/29/2022	MEMBERSHIP FEE FOR ANDREW MUSTANRY 10/11/22-06/30/23	50.00
Check	10/13/2022	6849 Accounts Payable	ROSAS BROTHERS CONSTRUCTION	29,322.50
	Invoice	Date	Description	Amount
	1765	09/20/2022	RETENTION PAYMENT, PROJECT 1277	9,225.00
	1767	09/27/2022	RETENTION PAYMENT, PROJECT 1257	20,097.50
Check	10/13/2022	6850 Accounts Payable	SIERRA INSTALLATIONS INC	5,720.00
	Invoice	Date	Description	Amount
	210456	08/15/2022	INSTALLATION, REMOVAL AND STORAGE OF NEWARK DAYS BANNERS	5,720.00
Check	10/13/2022	6851 Accounts Payable	S.B.R.P.S.T.C.	354.00
	Invoice	Date	Description	Amount
	147745INV-SL	10/06/2022	PUBLIC SAFETY TRAINING CONSORTIUM -10/17/2022	177.00
	147745INV-AP	10/04/2022	PUBLIC SAFETY TRAINING CONSORTIUM -10/17/2022	177.00
Check	10/13/2022	6852 Accounts Payable	SURF TO SNOW ENVIRONMENTAL RESOURCE	500.00
	Invoice	Date	Description	Amount

	0012318		09/30/2022	ON CALL STORMWATER INSPECTIONS (08/01-08/31/22)	500.00
Check	10/13/2022	6853 Accounts Payable		TACTICAL RESOLUTIONS, LLC.	1,250.00
	Invoice		Date	Description	Amount
	0926-092822 FH		10/06/2022	SURVEILLANCE & PLAIN CLOTHES TACTICAL OPERATIONS	625.00
	0926-092822 AM		10/06/2022	SURVEILLANCE & PLAIN CLOTHES TACTICAL OPERATIONS	625.00
Check	10/13/2022	6854 Accounts Payable		TURBO DATA SYSTEMS, INC	704.00
	Invoice		Date	Description	Amount
	38541		09/29/2022	E-CITATION HARDWARE AND TRAFFIC PROCESSING SERVICES	704.00
Check	10/13/2022	6855 Accounts Payable		U.S. BANK CORPORATE PAYMENT SYSTEMS	30,510.98
	Invoice		Date	Description	Amount
	092222STMT		10/12/2022	CC PAYMENT 10/22/22	30,510.98
Check	10/13/2022	6856 Accounts Payable		ORION SECURITY	2,999.20
	Invoice		Date	Description	Amount
	118581		09/24/2022	UNARMED, UNIFORMED SECURITY OFFICER 09/19/2022-09/23/2022	1,444.00
	118688		09/30/2022	USE OF GOLF CART	400.00
	118816		10/01/2022	UNARMED, UNIFORMED SECURITY OFFICER 09/26/2022-09/29/2022	1,155.20
Check	10/13/2022	6857 Accounts Payable		MOTIVAT COFFEE ROASTERS	1,373.30
	Invoice		Date	Description	Amount
	1330		10/07/2022	COFFEE SERVICES-DEPARTMENT SWEARING-IN CEREMONY 10/20/2022	1,373.30
Check	10/13/2022	6858 Accounts Payable		DERRICK , CHERIE	300.00
	Invoice		Date	Description	Amount
	660390		10/11/2022	CUSTOMER REFUND FOR COMMUNITY CENTER RENTAL DEPOSIT	300.00
Check	10/13/2022	6859 Accounts Payable		NEWARK PAVILION	1,000.00
	Invoice		Date	Description	Amount
	2023-00001081		09/28/2022	RETURNING SECURITY DEPOSIT FROM SPECIAL EVENT PERMIT	1,000.00
Check	10/13/2022	6860 Accounts Payable		PATEL , AKSHAY	88.00
	Invoice		Date	Description	Amount
	660148		10/11/2022	CUSTOMER REFUND FOR CANCELLED SWIM LESSON	88.00
EFT	10/13/2022	379 Accounts Payable		SEDGWICK CLAIMS MANAGEMENT SERVICES, INC. 121000248 / 4942808510	10,901.13
	Invoice		Date	Description	Amount
	CC85101007095758		10/07/2022	FY 22/23 WORKERS COMPENSATION CLAIMS	10,901.13
AP ZBA ACCOUNTS PAYABLE Totals:				Transactions: 52	$399,146.47

Checks:	51	$388,245.34
EFTs:	1	$10,901.13

STAFF REPORT

Item D. 2.

DATE	10/27/2022
TO	Honorable Mayor and City Council Members
FROM	Sheila Harrington, City Clerk
SUBJECT	Approval of October 13, 2022 meeting minutes

Attachments

Minutes

Draft
Thursday, October 13, 2022
7:00 P.M.

A. ROLL CALL

Mayor Nagy called the meeting to order to 7:00 p.m. Present were Council Members Collazo, Freitas, and Vice Mayor Hannon. Council Member Bucci was noted absent.

B. PRESENTATIONS

1. Proclaiming Hindu Heritage Month

Mayor Nagy presented the proclamation to Dr. Romesh Japra.

2. Proclaiming October 19, 2022 as Unity Day

Mayor Nagy presented the proclamation to Katie Dennis, Jessennia Taimani, and Janelle Mensinger from the Recreation and Community Services Department.

3. Introduction of employee

Mayor Nagy introduced Matthew Avila, Senior Building Inspector.

C. PUBLIC COMMENT

No one requested to speak.

D. CONSENT CALENDAR

Council Member Collazo moved, Vice Mayor Hannon seconded, to approve Consent Calendar Items D.1 through D.8, that the resolutions and ordinance be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions and ordinance. The motion passed, 4 AYES, 1 ABSENT.

1. Approval of Audited Demands

2. Approval of September 22, 2022 meeting minutes

3. Adopt a Resolution Finding That There is a Proclaimed State of Emergency; Finding That Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the State of Emergency; and Authorizing Continued Remote Teleconferenced Meetings of the Legislative Bodies of the City of Newark for the 30 Day Period Beginning October 13 Pursuant to AB 361
   Resolution No. 11411

4. Consideration of application for permission to file late claim by Kim Irene Schultz
   Motion Approved

5. Adopt a Resolution Approving a First Amendment to the Contractual Services Agreement with Stantec Consulting Inc.
   Resolution No. 11412
   Contract No. 21025

6. Second Reading and Adoption of an Ordinance Amending Zoning Map Established Pursuant to Title 17 of the Newark Municipal Code associated with the FMC Willow and Grand Park Project
   Ordinance No. 538

7. Adopt a Resolution authorizing the City Manager to execute the First Amendment to the Contractual Services Agreement with ClientFirst Consulting Group, LLC to provide temporary information technology services and amend the 2022-2024 Biennial Budget
   Resolution No. 11413
   Contract No. 22012

8. Adopt a Resolution authorizing the City Manager to execute the Second Amendment to the Consulting Services Agreement with Robert Half International, Inc. to provide technical temporary information technology support
Resolution No.11414
Contract No. 21054

E. PUBLIC HEARINGS

F. OTHER BUSINESS

1. Introduction of an Ordinance to repeal and replace certain chapters of Title 15 of the Newark Municipal Code in order to adopt by reference, with modification to address unique local conditions, the 2022 California Building Standards Code; adoption of a Resolution approving findings regarding the need for local amendments to provisions in the California Building Standards Code as adopted by the State of California; and setting a public hearing date of November 10, 2022 for adoption of the Ordinance
Ordinance Introduced
Resolution No. 11415 Findings

Chief Building Official Farrell gave the staff report recommending approval.

No one requested to speak.

ACFD Division Chief Terra, addressed the limited circumstances where Accessory Dwelling Units required sprinklers.

Council Member Freitas moved, Vice Mayor Hannon seconded to:

1. Introduce and conduct a first reading, by title only, of an Ordinance repealing and replacing Chapters 15.02, 15.08, 15.09, 15.10, 15.12, 15.16, 15.17, 15.18, 15.20, 15.21, 15.22 and 15.23 of Title 15 "Buildings and Construction" of the Newark Municipal Code in order to adopt by reference, with modifications to address unique local conditions, the 2022 editions of the California Administrative Code, the California Building Code, the California Residential Code, the California Mechanical Code, the California Electrical Code, the California Plumbing Code, the California Fire Code, the California Referenced Standards Code, the California Historical Building Code, the California Existing Building Code, the California Energy Code,

and the California Green Building Standards Code, collectively the 2022 California Building Standards Code; and

2. Adopt a Resolution approving findings regarding the need for local amendments to provisions in the California Building Standards Code as adopted by the State of California, in the California Code of Regulations, Title 24, to be adopted by reference in the Newark Municipal Code; and
3. Adopt a motion to set a public hearing date of November 10, 2022, for adoption of the 2022 California Building Standards Code.

The motion passed, 4 AYES, 1 ABSENT.

G. CITY COUNCIL MATTERS

Mayor Nagy recognized October as National Hispanic Month and thanked them for their contributions to our community.

Vice Mayor Hannon stated that ballots have gone out for the November 8, 2022 election and he encouraged people to vote.

Council Member Collazo stated that October is Cancer Awareness month and encouraged everyone to get checked. She stated that Dia de los Muertos would be held at Magnolia Plaza on October 22. Shop Newark.

Council Member Freitas congratulated Mayor Nagy who recently received a legacy award from Senator Bob Wieckowski.

H. CLOSED SESSION

I. ADJOURNMENT

Mayor Nagy adjourned the meeting at 7:26 p.m.

STAFF REPORT

Item D. 3.

DATE	10/27/2022
TO	Honorable Mayor and City Council Members
FROM	Diana Cangco, Senior Civil Engineer
SUBJECT	Adopt a resolution approving the final map and subdivision improvement agreement for Tract 8606 – Newpark Mall Phase D1 and D4 (Newpark Mall, LP) at 2086 Newpark Mall Road

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the final map and subdivision improvement agreement for Tract 8606 – Newpark Mall Phase D1 and D4 (Newpark Mall, LP) at 2086 Newpark Mall Road.

The final map for Tract 8606 – Newpark Mall Phase D1 and D4 (Newpark Mall, LP), which contains the re-subdivided parcels for the Costco building and the Costco gas station, has been reviewed and found to be in conformance with Vesting Tentative Tract Map 8489 and the conditions of approval. The developer, Newpark Mall, LP, has executed a subdivision improvement agreement and has posted a Performance Bond in the amount of $600,000 and a Materials Bond in the amount of $300,000 to guarantee the construction of the public and private improvements. The final map and subdivision improvement agreement are now ready for City Council approval.

BACKGROUND

On July 22, 2021, the City Council approved Vesting Tentative Map 8489, a 13-lot re-subdivision of Parcel Maps 3632, 4458, and 6078 for a phased residential and commercial development at Newpark Mall per the NewPark Place Specific Plan. Approval of the final maps associated with Vesting Tentative Map 8489 to facilitate development within the NewPark Place Specific Plan Area will be filed in phases, with Tract 8606 being the second phase of the final map approvals.

DISCUSSION/ANALYSIS

The developer, Newpark Mall, LP, has submitted the required fees, bonds, and other documents for approval of the final map Tract 8606. City staff and the City Engineer have reviewed the submissions of the developer and have found that all conditions of approval for Vesting Tentative Map 8489 have been satisfied. The developer has executed a subdivision improvement agreement and has posted a Performance Bond in the amount of $600,000 and a Materials Bond in the amount of $300,000 to guarantee the construction of the public and private improvements.

The final map and the subdivision improvement agreement are now ready for City Council approval. Recording of the final map and issuance of subsequent permits for construction activity, including permits for the Costco building and Costco gas station, will be at the discretion of the City Engineer.

FISCAL IMPACT

No additional public street improvements are required as part of Tract 8606; therefore, there is no fiscal impact associated with this action.

REVIEW AND APPROVAL

Prepared by - Diana Cangco, Senior Civil Engineer
Reviewed by - Jayson Imai, Assistant City Engineer
Reviewed by - Soren Fajeau, Public Works Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution

Final Map Tract 8606

Subdivision Improvement Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 8606 – NEWPARK MALL PHASE D1 AND D4 (NEWPARK MALL, LP) AT 2086 NEWPARK MALL ROAD

WHEREAS, on July 22, 2021, with Resolution No. 11,250, the City Council of the City of Newark approved Vesting Tentative Map 8489 for a phased residential and commercial development on an approximately 73-acre project site at Newpark Mall; and

WHEREAS, consistent with the approved Vesting Tentative Map 8489, Newpark Mall, LP submitted to the City for approval the second phase final map of the previously-approved Vesting Tentative Map; and

WHEREAS, City staff and the City Engineer have reviewed the submissions of the subdivider, including the proposed final map, and have found that all conditions of approval for the Vesting Tentative Map have been satisfied, with the exception of the completion of required street improvements; and

WHEREAS, the subdivider wishes to enter into a subdivision improvement agreement and record the final map. The subdivision improvement agreement will require the subdivider to complete the street improvements in a timely manner, and the improvements will be subject to a security as required by the subdivision improvement agreement; and

WHEREAS, upon completion of all required street improvements to the satisfaction of the City Engineer, the City will accept the improvements and accept all easements offered for dedication at that time.

NOW THEREFORE, BE IT RESOLVED BY THE City Council of the City of Newark that the City Council does hereby approve the final map and improvement plans for Tract 8606, City of Newark, County of Alameda, State of California, and that the Mayor is authorized and hereby directed to execute a subdivision improvement agreement between the City of Newark and Newpark Mall, LP, for the improvements of said tract.

BE IT FURTHER RESOLVED that the City Council does hereby accept, subject to improvement, all easements offered for public use in conformity with the terms of offer of dedication as shown on the final map for Tract 8606.

BE IT FURTHER RESOLVED that the City Council does hereby approve the Performance Bond in the amount of $600,000 and the Materials Bond in the amount of $300,000 posted by the developer to secure the installation of improvements in accordance with the plans and specifications and the subdivision improvement agreement.

BE IT FURTHER RESOLVED that the recording of the final map and final approval for the start of construction activity for Tract 8606, including issuance of all related construction permits, shall be at the discretion of the City Engineer.

TRACT 8606

BEING A RESUBDIVISION OF PARCELS "A–3, A–6 & A–7", PARCEL MAP 6078, FILED AUGUST 8, 1991 IN BOOK 198 OF PARCEL MAPS AT PAGES 34–36, AND PARCEL "A–1, TRACT 8489" FILED _____ __, 2022 IN ___ MAPS _____, AND PARCEL A–4, PARCEL MAP NO. 4458, FILED JULY 8, 1986 IN BOOK 161 OF PARCEL MAPS AT PAGES 61–62, ALAMEDA COUNTY RECORDS CONSISTING OF NINE SHEETS

CITY OF NEWARK COUNTY OF ALAMEDA
STATE OF CALIFORNIA
AUGUST 2022

SANDIS

build on. sandis.net

OWNER'S STATEMENT

WE, NEWPARK MALL, L.P., A DELAWARE LIMITED PARTNERSHIP, HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE HEREIN MAP ENTITLED "TRACT 8606", CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, CONSISTING OF NINE (9) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF, THAT I WE ARE THE ONLY PERSON(S) WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THAT GRANT DEED RECORDED 12/10/1998 DOC NO. 98–433436 ALAMEDA COUNTY RECORDS, AND I WE HEREBY CONSENT TO THE PREPARATION AND FILING OF SAID MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED FOR PUBLIC PURPOSES AS SHOWN ON THIS MAP

1. WE ALSO HEREBY DEDICATE TO PUBLIC USE NON–EXCLUSIVE EASEMENTS FOR EMERGENCY VEHICLE ACCESS PURPOSES ON OR OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT) FOR THE PURPOSE OF INGRESS AND EGRESS OF EMERGENCY VEHICLES.

2. WE HEREBY DEDICATE FOR PUBLIC UTILITY PURPOSES, THE AREAS OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT) FOR THE PURPOSE OF CONSTRUCTION, OPERATION AND MAINTENANCE OF APPLICABLE STRUCTURES AND APPURTENANCES THERETO, INCLUDING BUT NOT LIMITED TO SANITARY SEWER, WATER, ELECTRICAL, GAS AND COMMUNICATION FACILITIES; SAID AREAS OR STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT APPLICABLE UTILITY STRUCTURES AND APPURTENANCES THERETO, LAWFUL FENCES AND LAWFUL UNSUPPORTED OVERHANGS.

3. WE ALSO WE ALSO HEREBY DEDICATE AN EASEMENT FOR PUBLIC WATER LINE PURPOSES, THE AREA OVER, UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "WLE" (WATER LINE EASEMENT) FOR THE PURPOSES OF CONSTRUCTION AND MAINTENANCE OF APPLICABLE WATER LINE STRUCTURES AND APPURTENANCES THERETO; SAID AREAS OR STRIPS OF LAND ARE TO BE OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND, EXCEPT WATER LINE SYSTEMS AND APPURTENANCES THERETO

WE ALSO HEREBY RESERVE FOR THE OWNERS OF PARCELS "L", "A2", "D1", "D4", "A–1 TR8606" AND PARCEL C PM 4572, THEIR LICENSEES, VISITORS, AND TENANTS NON–EXCLUSIVE RECIPROCAL RIGHTS OF INGRESS AND EGRESS UPON AND OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "NEWPARK MALL ROAD – PRIVATE ACCESS EASEMENT" AND "VOYAGE DRIVE – PRIVATE ACCESS EASEMENT". THESE PRIVATE ACCESS EASEMENTS ARE NOT OFFERED FOR DEDICATION FOR PUBLIC STREET PURPOSES

WE ALSO HEREBY RESERVE FOR THE OWNERS OF PARCELS "L", "A2", "D1", "D4", "A–1 TR8606" AND PARCEL C PM 4572 THEIR LICENSEES, AND TENANTS NON–EXCLUSIVE PRIVATE UTILITY EASEMENTS AS FURTHER DELINEATED WITHIN THE "CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT" DOC NO. 79–121137 AND ITS SUBSEQUENT AMENDMENTS

OWNER(S): NEWPARK MALL, LP, A DELAWARE LIMITED PARTNERSHIP

BY: NEWPARK GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: _____
AUTHORIZED SIGNATORY

OWNER'S ACKNOWLEDGEMENT

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

STATE OF ILLINOIS SS.
COUNTY OF COOK

ON_____, 2022, BEFORE ME,_____, PERSONALLY APPEARED _____,WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE:_____

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

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

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

[ ] ALL TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER–TAX COLLECTOR OF THE COUNTY OF ALAMEDA.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS_____DAY OF_____2022.

_____
ANIKA CAMPBELL–BELTON
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY CLERK

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BROOKFIELD PROPERTIES IN MARCH 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL BE SET IN THOSE PROPOSED POSITIONS BEFORE _____ 202__ AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THE GROSS AREA WITHIN THE TRACT IS 48.77 ACRES, MORE OR LESS.

_____ DATE: _____
CHRISTIAN CINTEAN, PLS 8941

PROFESSIONAL LAND SURVEYOR · CHRISTIAN CINTEAN · No. 8941 · STATE OF CALIFORNIA

SOILS REPORT

A SOILS REPORT AND/OR GEOLOGICAL REPORT ON THIS PROPERTY HAS BEEN PREPARED BY GEOCON CONSULTANTS INC, GEOCON PROJECT NO. E9123–04–02, DATED MARCH 2021 AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

CITY CLERK'S STATEMENT

I, SHEILA HARRINGTON, CITY CLERK AND CLERK OF COUNCIL OF THE CITY OF NEWARK, ALAMEDA COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 8606, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA". CONSISTING OF NINE (9) SHEETS, THIS STATEMENT BEING BEING ON SHEET ONE (1) THEREOF. WAS PRESENTED TO SAID COUNCIL OF THE CITY OF NEWARK AS PROVIDED BY LAW AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 2022, AND THAT SAID COUNCIL OF THE CITY OF NEWARK DID THEREUPON BY RESOLUTION NO. _____, DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL PARCELS OF LAND AND EASEMENTS OFFERED FOR DEDICATION, SUBJECT TO IMPROVEMENT FOR PUBLIC USE, IN CONFORMITY WITH THE TERMS OF THE OFFERS OF DEDICATION AS SHOWN ON SAID MAP.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2022

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

CITY ENGINEER'S STATEMENT

I, SOREN E. FAJEAU, CITY ENGINEER FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT 8606, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA". CONSISTING OF NINE (9) SHEETS. THIS STATEMENT BEING UPON SHEET ONE (1) THEREOF, THAT THE SUBDIVISION AS SHOWN UPON SAID MAP IS SUBSTANTIALLY THE SAME AS SAID SUBDIVISION APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA, AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

IN WITNESS, I HAVE HEREUNTO SET MY HAND THIS_____DAY OF_____2022.

_____
SOREN E. FAJEAU, P.E. 66454
REGISTRATION EXPIRES: JUNE 30, 2022
CITY ENGINEER FOR THE CITY OF NEWARK
COUNTY OF ALAMEDA, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER · SOREN E. FAJEAU · No. 66454 · CIVIL · STATE OF CALIFORNIA

I, MITCHELL L. MOUGHON, SPECIAL ASSISTANT FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE PURSUANT TO SECTION 66450(a)(4) OF THE GOVERNMENT CODE THAT I HAVE EXAMINED THE HEREIN EMBODIED MAP ENTITLED "TRACT 8606, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA". CONSISTING OF NINE (9) SHEETS. THIS STATEMENT BEING UPON SHEET ONE (1) THEREOF; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

IN WITNESS, I HAVE HEREUNTO SET MY HAND THIS_____DAY OF_____2022.

_____
MITCHELL L. MOUGHON, RCE. 29509
REGISTRATION EXPIRES: MARCH 31, 2023
SPECIAL ASSISTANT FOR THE CITY OF NEWARK
COUNTY OF ALAMEDA, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER · MITCHELL L. MOUGHON · No. 29509 · CIVIL · STATE OF CALIFORNIA

COUNTY RECORDER'S STATEMENT

FILED FOR RECORD THIS _____ DAY OF _____ , 2022, AT _____M. IN BOOK _____, OF MAPS, AT PAGES_____, UNDER SERIES NO. _____. AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

FEE:_____PD.

MELISSA WILK
COUNTY RECORDER IN AND FOR THE COUNTY
OF ALAMEDA, STATE OF CALIFORNIA

BY:_____
DEPUTY COUNTY RECORDER

TRACT 8606

BEING A RESUBDIVISION OF PARCELS "A-3, A-6 & A-7", PARCEL MAP 6078, FILED AUGUST 8, 1991 IN BOOK 198 OF PARCEL MAPS AT PAGES 34-36, AND PARCEL "A-1, TRACT 8489" FILED _____ __, 2022 IN ___ MAPS _____, AND PARCEL A-4, PARCEL MAP NO. 4458, FILED JULY 8, 1986 IN BOOK 161 OF PARCEL MAPS AT PAGES 61-62, ALAMEDA COUNTY RECORDS CONSISTING OF NINE SHEETS

CITY OF NEWARK COUNTY OF ALAMEDA
STATE OF CALIFORNIA
AUGUST 2022

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BENEFICIARY'S STATEMENT

THE UNDERSIGNED AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST DATED MAY 9, 2019, BY NEWPARK MALL, LP, A DELAWARE LIMITED PARTNERSHIP AND SOUTHLAND MALL, L.P., A DELAWARE LIMITED PARTNERSHIP, AS TRUSTOR, FIRST AMERICAN TITLE INSURANCE COMPANY, AS TRUSTEE AND CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK, AS AGENT FOR LENDER, AS BENEFICIARY, AND RECORDED MAY 9, 2019 AS INSTRUMENT NO. 201908604, IN THE OFFICIAL RECORDS OF ALAMEDA COUNTY, DO HEREBY CONSENT TO THE PREPARATION AND FILING OF TRACT 8606, FILED CONCURRENTLY HEREWITH ON _____, 2022, IN BOOK _____, PAGES _____ TO _____ OF MAPS, OF OFFICIAL RECORDS OF ALAMEDA COUNTY, CALIFORNIA.

BENEFICIARY:
CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK

BY: _____
PRINT NAME: _____
TITLE: _____

BENEFICIARY'S ACKNOWLEDGEMENT

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

STATE OF _____}
_____}SS

COUNTY OF_____}

ON_____, 2022, BEFORE ME,_____, PERSONALLY APPEARED _____,WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

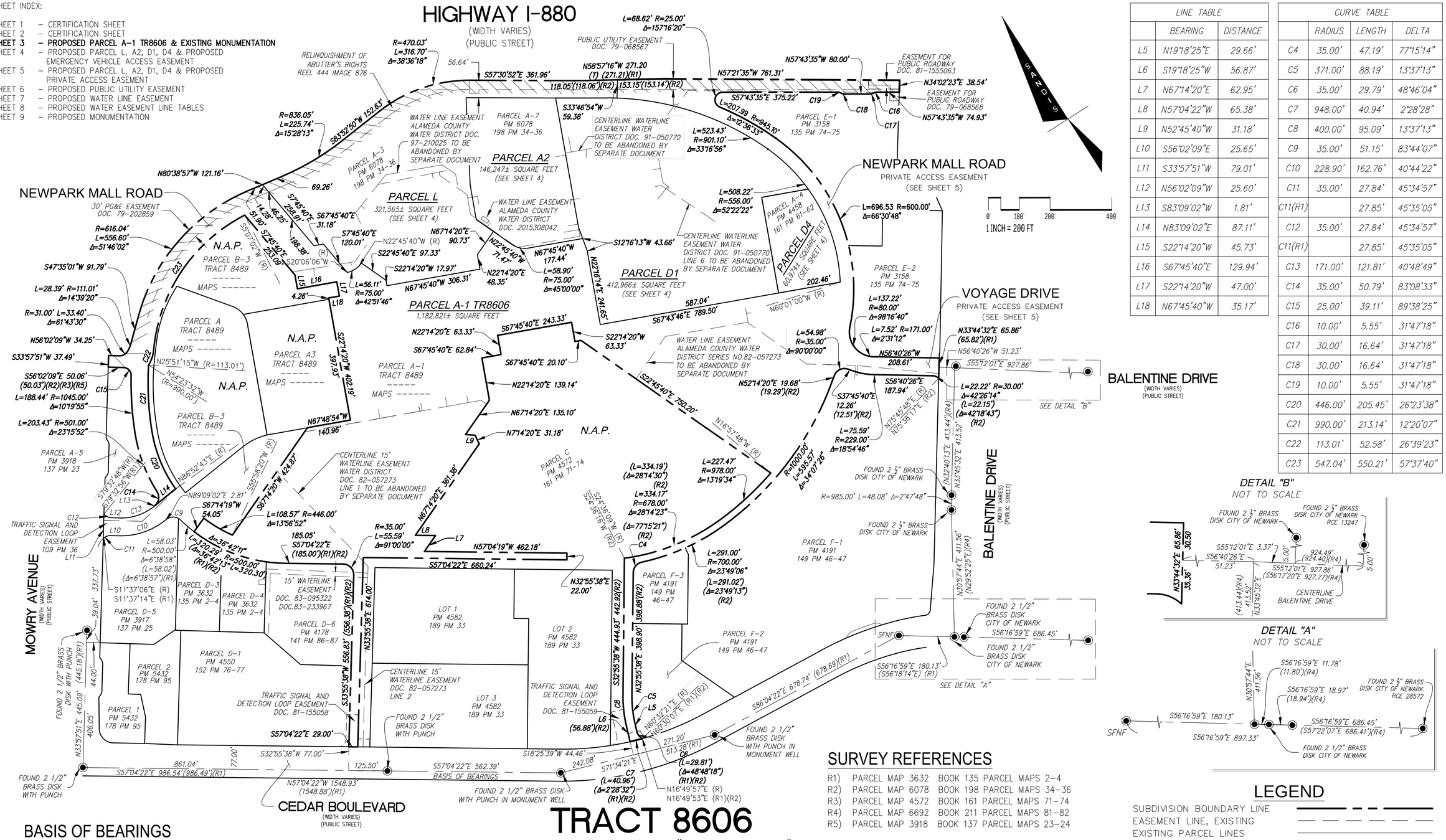
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF _____ THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE:_____

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SHEET 1 – CERTIFICATION SHEET
SHEET 2 – CERTIFICATION SHEET
SHEET 3 – PROPOSED PARCEL A-1 TR8606 & EXISTING MONUMENTATION
SHEET 4 – PROPOSED PARCEL L, A2, D1, D4 & PROPOSED EMERGENCY VEHICLE ACCESS EASEMENT
SHEET 5 – PROPOSED PARCEL L, A2, D1, D4 & PROPOSED PRIVATE ACCESS EASEMENT
SHEET 6 – PROPOSED PUBLIC UTILITY EASEMENT
SHEET 7 – PROPOSED WATER LINE EASEMENT
SHEET 8 – PROPOSED WATER EASEMENT LINE TABLES
SHEET 9 – PROPOSED MONUMENTATION



LINE TABLE		
	BEARING	DISTANCE
L5	N19°18'25"E	29.66'
L6	S19°18'25"W	56.87'
L7	N67°14'20"E	62.95'
L8	N57°04'22"W	65.38'
L9	N52°45'40"W	31.18'
L10	S56°02'09"E	25.65'
L11	S33°57'51"W	79.01'
L12	N56°02'09"W	25.60'
L13	S83°09'02"W	1.81'
L14	N83°09'02"E	87.11'
L15	S22°14'20"W	45.73'
L16	S67°45'40"E	129.94'
L17	S22°14'20"W	47.00'
L18	N67°45'40"W	35.17'

CURVE TABLE			
	RADIUS	LENGTH	DELTA
C4	35.00'	47.19'	77°15'14"
C5	371.00'	88.19'	13°37'13"
C6	35.00'	29.79'	48°46'04"
C7	948.00'	40.94'	2°28'28"
C8	400.00'	95.09'	13°37'13"
C9	35.00'	51.15'	83°44'07"
C10	228.90'	162.76'	40°44'22"
C11	35.00'	27.84'	45°34'57"
C11(R1)		27.85'	45°35'05"
C12	35.00'	27.84'	45°34'57"
C11(R1)		27.85'	45°35'05"
C13	171.00'	121.81'	40°48'49"
C14	35.00'	50.79'	83°08'33"
C15	25.00'	39.11'	89°38'25"
C16	10.00'	5.55'	31°47'18"
C17	30.00'	16.64'	31°47'18"
C18	30.00'	16.64'	31°47'18"
C19	10.00'	5.55'	31°47'18"
C20	446.00'	205.45'	26°23'38"
C21	990.00'	213.14'	12°20'07"
C22	113.01'	52.58'	26°39'23"
C23	547.04'	550.21'	57°37'40"

BASIS OF BEARINGS

THE BEARING OF NORTH 57°04'22" WEST ESTABLISHED BETWEEN FOUND MONUMENTS ALONG CEDAR BOULEVARD AS SHOWN ON THAT CERTAIN PARCEL MAP NO.3632 FILED IN BOOK 135 AT PAGES 2-4 OF PARCEL MAPS WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

SURVEY REFERENCES

R1) PARCEL MAP 3632 BOOK 135 PARCEL MAPS 2-4
R2) PARCEL MAP 6078 BOOK 198 PARCEL MAPS 34-36
R3) PARCEL MAP 4572 BOOK 161 PARCEL MAPS 71-74
R4) PARCEL MAP 6692 BOOK 211 PARCEL MAPS 81-82
R5) PARCEL MAP 3918 BOOK 137 PARCEL MAPS 23-24

NOTES

1. ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. THE AREA WITHIN THE DISTINCTIVE BORDER LINE IS 48.77 ACRES, MORE OR LESS.
3. SEE SHEET 9 FOR INTERIOR MONUMENTS

LEGEND

SUBDIVISION BOUNDARY LINE
EASEMENT LINE, EXISTING
EXISTING PARCEL LINES
NEW PARCEL LINES
NEW EASEMENT LINES
MONUMENT LINE
FOUND MONUMENT AS NOTED
SFNF SEARCHED FOR, NOT FOUND
SET CITY OF NEWARK STANDARD MONUMENT ◎
NAP NOT A PART

TRACT 8606

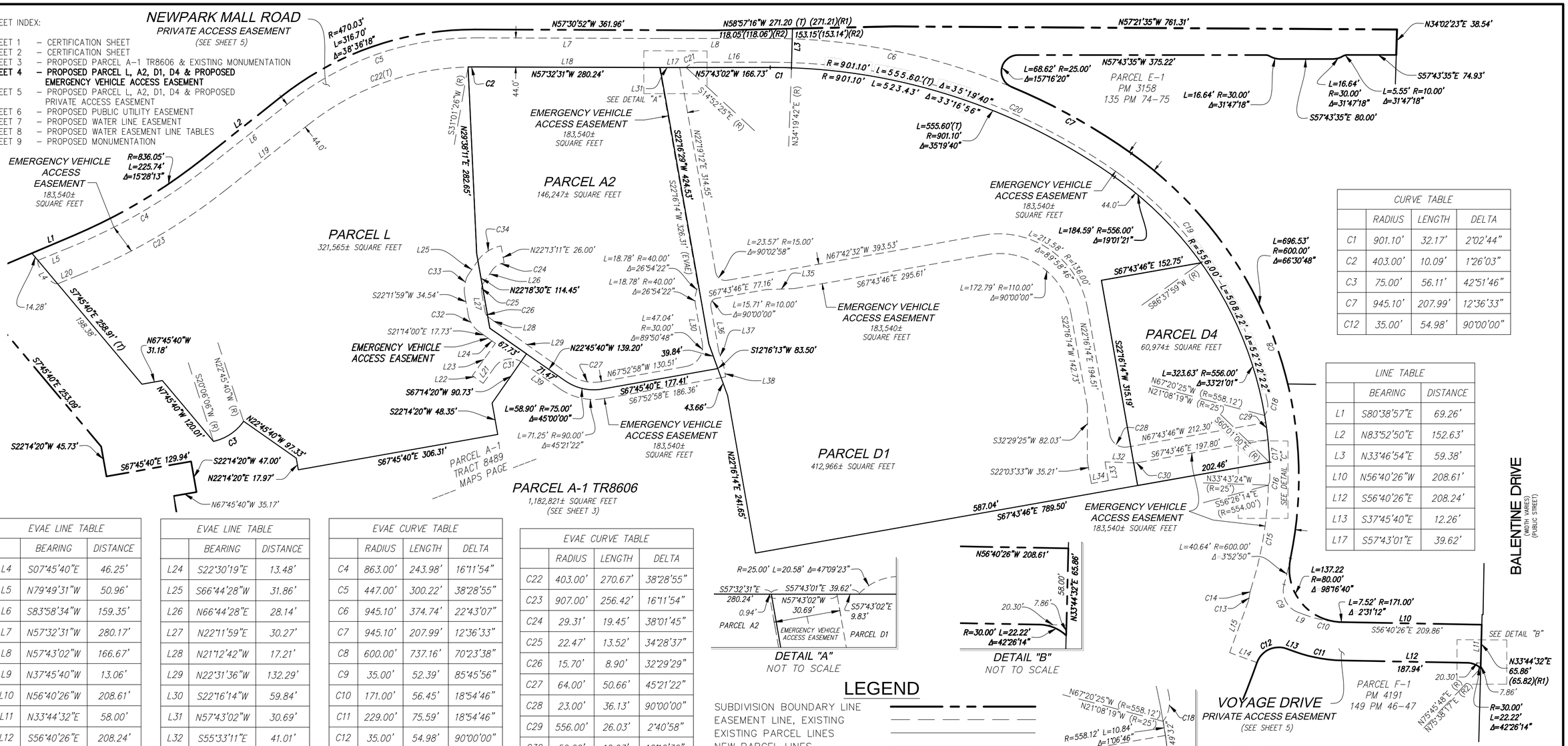
BEING A RESUBDIVISION OF PARCELS "A-3, A-6 & A-7", PARCEL MAP 6078, FILED AUGUST 8, 1991 IN BOOK 198 OF PARCEL MAPS AT PAGES 34-36, AND PARCEL "A-1, TRACT 8489", FILED _____ __, 2022 IN ___ MAPS _____, AND PARCEL A-4, PARCEL MAP NO. 4458, FILED JULY 8, 1986 IN BOOK 161 OF PARCEL MAPS AT PAGES 61-62, ALAMEDA COUNTY RECORDS CONSISTING OF NINE SHEETS

CITY OF NEWARK COUNTY OF ALAMEDA
STATE OF CALIFORNIA
AUGUST 2022

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CURVE TABLE			
	RADIUS	LENGTH	DELTA
C1	901.10'	32.17'	2°02'44"
C2	403.00'	10.09'	1°26'03"
C3	75.00'	56.11'	42°51'46"
C7	945.10'	207.99'	12°36'33"
C12	35.00'	54.98'	90°00'00"

LINE TABLE		
	BEARING	DISTANCE
L1	S80°38'57"E	69.26'
L2	N83°52'50"E	152.63'
L3	N33°46'54"E	59.38'
L10	N56°40'26"W	208.61'
L12	S56°40'26"E	208.24'
L13	S37°45'40"E	12.26'
L17	S57°43'01"E	39.62'

EVAE LINE TABLE		
	BEARING	DISTANCE
L4	S07°45'40"E	46.25'
L5	N79°49'31"W	50.96'
L6	S83°58'34"W	159.35'
L7	N57°32'31"W	280.17'
L8	N57°43'02"W	166.67'
L9	N37°45'40"W	13.06'
L10	N56°40'26"W	208.61'
L11	N33°44'32"E	58.00'
L12	S56°40'26"E	208.24'
L13	S37°45'40"E	12.26'
L14	S37°45'40"E	43.98'
L15	S52°14'20"W	81.57'
L16	S57°43'02"E	108.82'
L18	S57°32'31"E	280.20'
L19	N83°58'34"E	159.35'
L20	S79°49'31"E	36.72'
L21	N67°45'49"E	30.26'
L22	S22°14'11"E	20.00'
L23	S67°45'49"W	60.00'

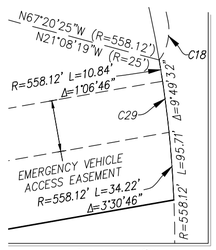
EVAE LINE TABLE		
	BEARING	DISTANCE
L24	S22°30'19"E	13.48'
L25	S66°44'28"W	31.86'
L26	N66°44'28"E	28.14'
L27	N22°11'59"E	30.27'
L28	N21°12'42"W	17.21'
L29	N22°31'36"W	132.29'
L30	S22°16'14"W	59.84'
L31	N57°43'02"W	30.69'
L32	S55°33'11"E	41.01'
L33	N22°16'14"E	28.79'
L34	S67°43'38"E	26.00'
L35	S59°33'54"E	42.25'
L36	N22°16'14"E	70.38'
L37	N12°16'14"E	20.16'
L38	N22°16'14"E	19.07'
L39	S22°31'36"E	68.96'

EVAE CURVE TABLE			
	RADIUS	LENGTH	DELTA
C4	863.00'	243.98'	16°11'54"
C5	447.00'	300.22'	38°28'55"
C6	945.10'	374.74'	22°43'07"
C7	945.10'	207.99'	12°36'33"
C8	600.00'	737.16'	70°23'38"
C9	35.00'	52.39'	85°45'56"
C10	171.00'	56.45'	18°54'46"
C11	229.00'	75.59'	18°54'46"
C12	35.00'	54.98'	90°00'00"
C13	40.00'	10.20'	14°36'53"
C14	40.00'	8.79'	12°35'10"
C15	554.00'	160.96'	16°38'50"
C16	25.00'	10.38'	23°47'29"
C17	558.12'	95.71'	9°49'32"
C18	25.00'	21.00'	48°07'22"
C19	564.00'	424.54'	43°07'40"
C20	909.10'	560.54'	35°19'40"
C21	25.00'	20.58'	47°09'23"

EVAE CURVE TABLE			
	RADIUS	LENGTH	DELTA
C22	403.00'	270.67'	38°28'55"
C23	907.00'	256.42'	16°11'54"
C24	29.31'	19.45'	38°01'45"
C25	22.47'	13.52'	34°28'37"
C26	15.70'	8.90'	32°29'29"
C27	64.00'	50.66'	45°21'22"
C28	23.00'	36.13'	90°00'00"
C29	556.00'	26.03'	2°40'58"
C30	50.00'	10.63'	12°10'36"
C31	30.00'	46.97'	89°42'35"
C32	41.70'	26.75'	36°45'11"
C33	48.47'	29.11'	34°24'50"
C34	55.31'	38.67'	40°03'17"

DETAIL "A"
NOT TO SCALE

DETAIL "B"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE

LEGEND

SUBDIVISION BOUNDARY LINE	
EASEMENT LINE, EXISTING	
EXISTING PARCEL LINES	
NEW PARCEL LINES	
NEW EASEMENT LINES	
MONUMENT LINE	
FOUND MONUMENT AS NOTED	◉
SFNF	SEARCHED FOR, NOT FOUND
SET CITY OF NEWARK STANDARD MONUMENT	◎
NAP	NOT A PART

NOTES

1. ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. THE AREA WITHIN THE DISTINCTIVE BORDER LINE IS 48.77 ACRES, MORE OR LESS.

TRACT 8606

BEING A RESUBDIVISION OF PARCELS "A–3, A–6 & A–7", PARCEL MAP 6078, FILED AUGUST 8, 1991 IN BOOK 198 OF PARCEL MAPS AT PAGES 34–36, AND PARCEL "A–1, TRACT 8489", FILED _____ __, 2022 IN ___ MAPS ____, AND PARCEL A–4, PARCEL MAP NO. 4458, FILED JULY 8, 1986 IN BOOK 161 OF PARCEL MAPS AT PAGES 61–62, ALAMEDA COUNTY RECORDS CONSISTING OF NINE SHEETS

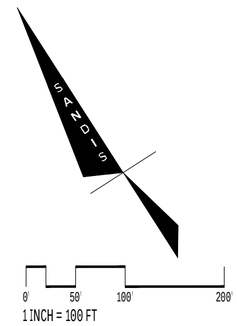
CITY OF NEWARK COUNTY OF ALAMEDA
STATE OF CALIFORNIA
AUGUST 2022

SURVEY REFERENCES

R1) PARCEL MAP 3632 BOOK 135 PARCEL MAPS 2–4
R2) PARCEL MAP 6078 BOOK 198 PARCEL MAPS 34–36
R3) PARCEL MAP 4572 BOOK 161 PARCEL MAPS 71–74
R4) PARCEL MAP 6692 BOOK 211 PARCEL MAPS 81–82
R5) PARCEL MAP 3918 BOOK 137 PARCEL MAPS 23–24

BASIS OF BEARINGS

THE BEARING OF NORTH 57°04'22" WEST ESTABLISHED BETWEEN FOUND MONUMENTS ALONG CEDAR BOULEVARD AS SHOWN ON THAT CERTAIN PARCEL MAP NO.3632 FILED IN BOOK 135 AT PAGES 2–4 OF PARCEL MAPS WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.



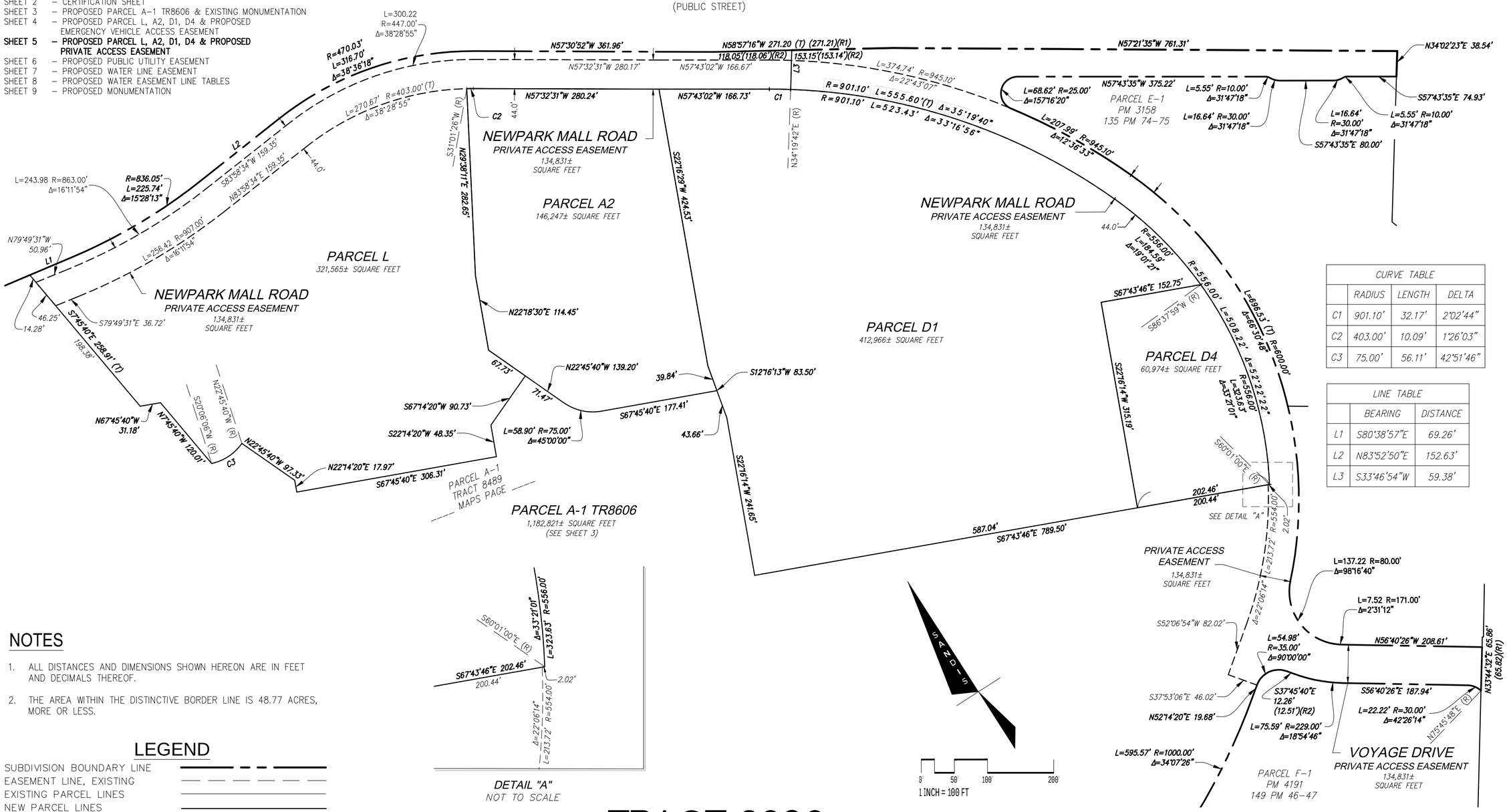
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SHEET 5 – PROPOSED PARCEL L, A2, D1, D4 & PROPOSED PRIVATE ACCESS EASEMENT
SHEET 6 – PROPOSED PUBLIC UTILITY EASEMENT
SHEET 7 – PROPOSED WATER LINE EASEMENT
SHEET 8 – PROPOSED WATER EASEMENT LINE TABLES
SHEET 9 – PROPOSED MONUMENTATION

HIGHWAY I-880

(WIDTH VARIES)
(PUBLIC STREET)



DETAIL "A"
NOT TO SCALE

CURVE TABLE			
	RADIUS	LENGTH	DELTA
C1	901.10'	32.17'	2°02'44"
C2	403.00'	10.09'	1°26'03"
C3	75.00'	56.11'	42°51'46"

LINE TABLE		
	BEARING	DISTANCE
L1	S80°38'57"E	69.26'
L2	N83°52'50"E	152.63'
L3	S33°46'54"W	59.38'

NOTES

1. ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. THE AREA WITHIN THE DISTINCTIVE BORDER LINE IS 48.77 ACRES, MORE OR LESS.

LEGEND

SUBDIVISION BOUNDARY LINE	
EASEMENT LINE, EXISTING	
EXISTING PARCEL LINES	
NEW PARCEL LINES	
NEW EASEMENT LINES	
MONUMENT LINE	
FOUND MONUMENT AS NOTED	◉
SFNF	SEARCHED FOR, NOT FOUND
SET CITY OF NEWARK STANDARD MONUMENT	◎
NAP	NOT A PART

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TRACT 8606

BEING A RESUBDIVISION OF PARCELS "A–3, A–6 & A–7", PARCEL MAP 6078, FILED AUGUST 8, 1991 IN BOOK 198 OF PARCEL MAPS AT PAGES 34–36, AND PARCEL "A–1, TRACT 8489", FILED _____ __, 2022 IN ___ MAPS ____, AND PARCEL A–4, PARCEL MAP NO. 4458, FILED JULY 8, 1986 IN BOOK 161 OF PARCEL MAPS AT PAGES 61–62, ALAMEDA COUNTY RECORDS CONSISTING OF NINE SHEETS

CITY OF NEWARK COUNTY OF ALAMEDA
STATE OF CALIFORNIA
AUGUST 2022

BASIS OF BEARINGS

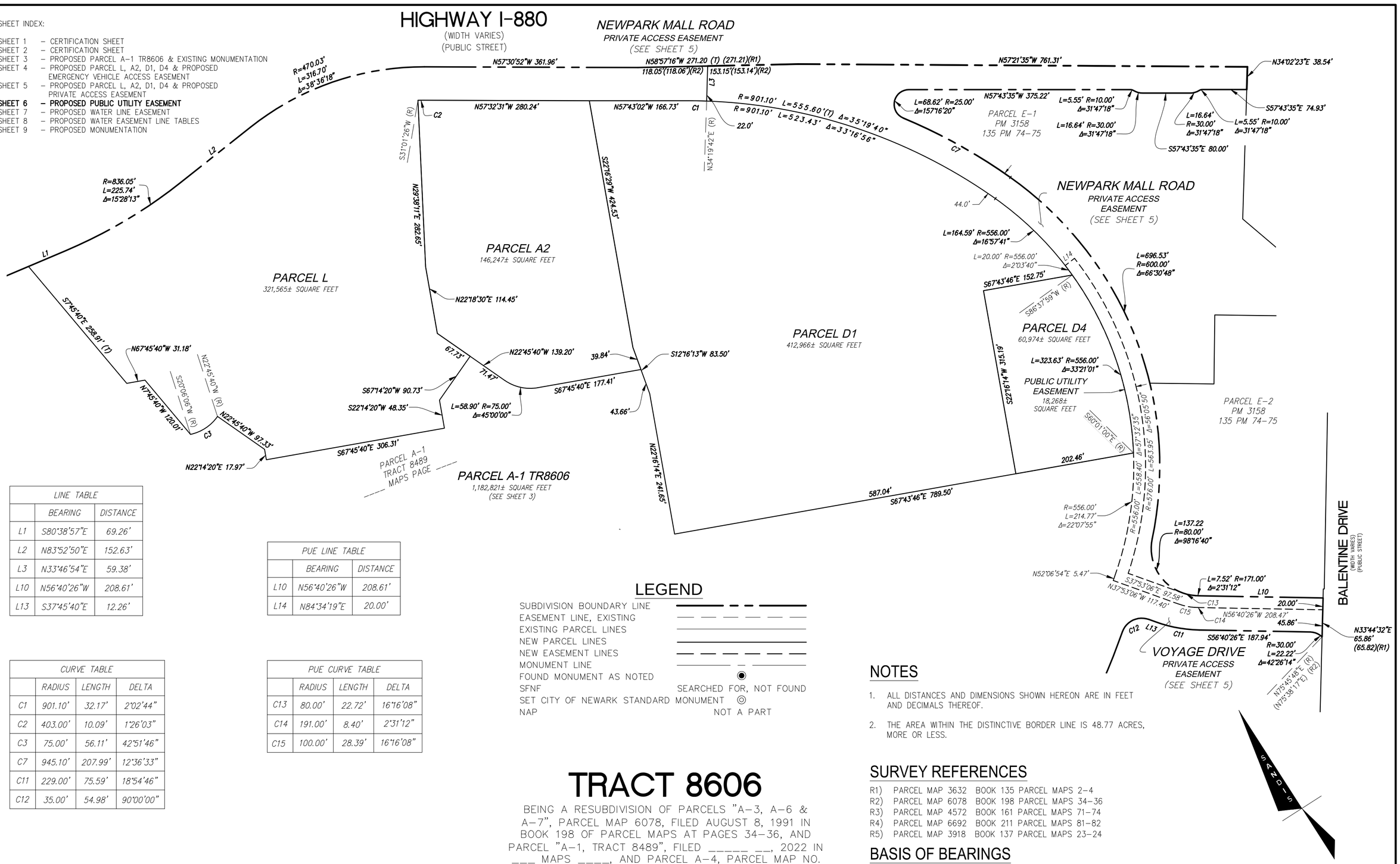
THE BEARING OF NORTH 57°04'22" WEST ESTABLISHED BETWEEN FOUND MONUMENTS ALONG CEDAR BOULEVARD AS SHOWN ON THAT CERTAIN PARCEL MAP NO.3632 FILED IN BOOK 135 AT PAGES 2–4 OF PARCEL MAPS WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

SURVEY REFERENCES

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R2) PARCEL MAP 6078 BOOK 198 PARCEL MAPS 34–36
R3) PARCEL MAP 4572 BOOK 161 PARCEL MAPS 71–74
R4) PARCEL MAP 6692 BOOK 211 PARCEL MAPS 81–82
R5) PARCEL MAP 3918 BOOK 137 PARCEL MAPS 23–24

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SHEET 7 – PROPOSED WATER LINE EASEMENT
SHEET 8 – PROPOSED WATER EASEMENT LINE TABLES
SHEET 9 – PROPOSED MONUMENTATION



LINE TABLE		
	BEARING	DISTANCE
L1	S80°38'57"E	69.26'
L2	N83°52'50"E	152.63'
L3	N33°46'54"E	59.38'
L10	N56°40'26"W	208.61'
L13	S37°45'40"E	12.26'

PUE LINE TABLE		
	BEARING	DISTANCE
L10	N56°40'26"W	208.61'
L14	N84°34'19"E	20.00'

CURVE TABLE			
	RADIUS	LENGTH	DELTA
C1	901.10'	32.17'	2°02'44"
C2	403.00'	10.09'	1°26'03"
C3	75.00'	56.11'	42°51'46"
C7	945.10'	207.99'	12°36'33"
C11	229.00'	75.59'	18°54'46"
C12	35.00'	54.98'	90°00'00"

PUE CURVE TABLE			
	RADIUS	LENGTH	DELTA
C13	80.00'	22.72'	16°16'08"
C14	191.00'	8.40'	2°31'12"
C15	100.00'	28.39'	16°16'08"

LEGEND

SUBDIVISION BOUNDARY LINE	
EASEMENT LINE, EXISTING	
EXISTING PARCEL LINES	
NEW PARCEL LINES	
NEW EASEMENT LINES	
MONUMENT LINE	
FOUND MONUMENT AS NOTED	◉
SFNF	SEARCHED FOR, NOT FOUND
SET CITY OF NEWARK STANDARD MONUMENT	◎
NAP	NOT A PART

NOTES

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TRACT 8606

BEING A RESUBDIVISION OF PARCELS "A-3, A-6 & A-7", PARCEL MAP 6078, FILED AUGUST 8, 1991 IN BOOK 198 OF PARCEL MAPS AT PAGES 34-36, AND PARCEL "A-1, TRACT 8489", FILED _____ __, 2022 IN ___ MAPS ____, AND PARCEL A-4, PARCEL MAP NO. 4458, FILED JULY 8, 1986 IN BOOK 161 OF PARCEL MAPS AT PAGES 61-62, ALAMEDA COUNTY RECORDS CONSISTING OF NINE SHEETS

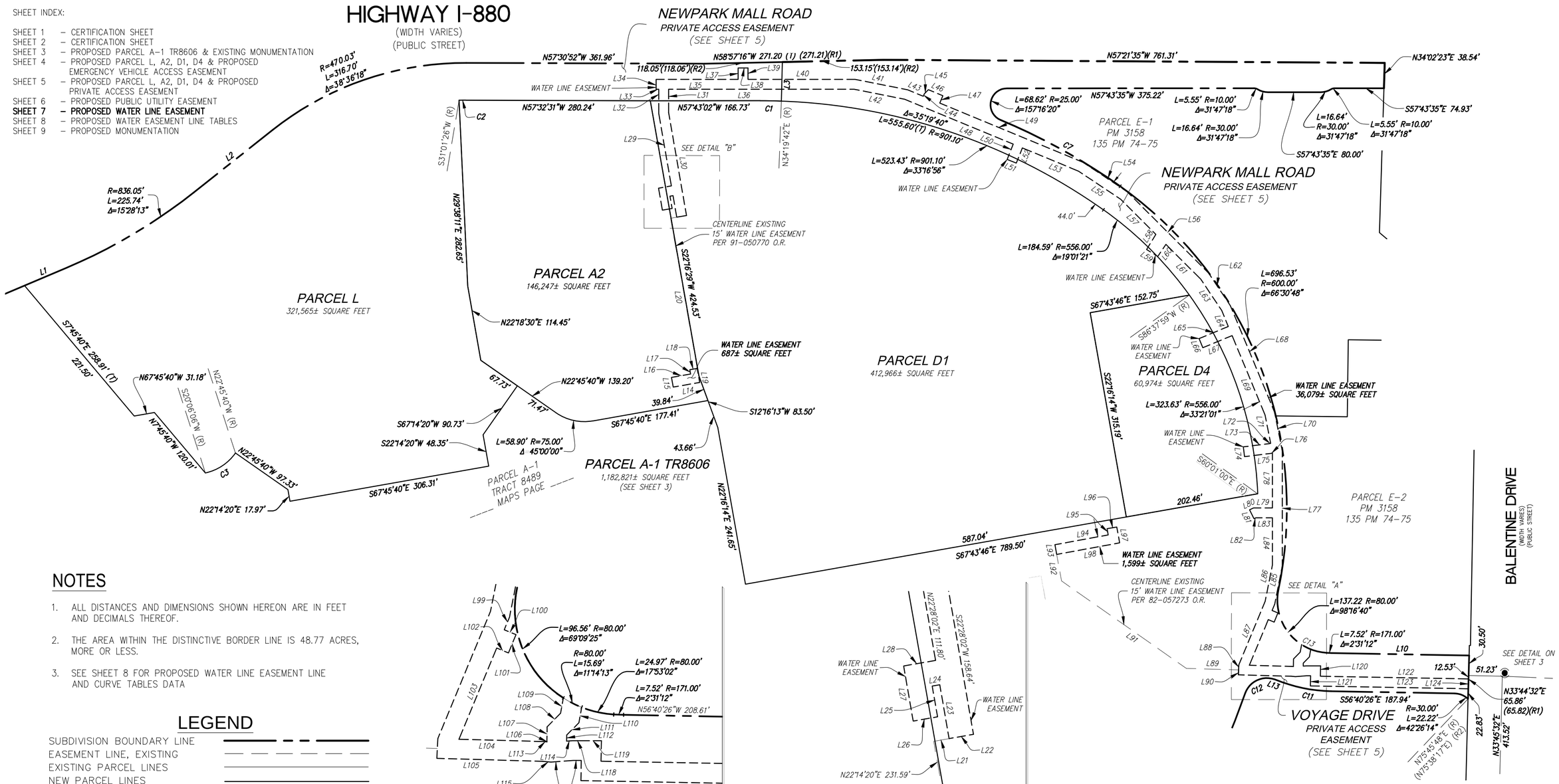
CITY OF NEWARK COUNTY OF ALAMEDA
STATE OF CALIFORNIA
AUGUST 2022

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SHEET 8 – PROPOSED WATER EASEMENT LINE TABLES
SHEET 9 – PROPOSED MONUMENTATION



DETAIL "A"
NOT TO SCALE

DETAIL "B"
NOT TO SCALE

NOTES

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2. THE AREA WITHIN THE DISTINCTIVE BORDER LINE IS 48.77 ACRES, MORE OR LESS.
3. SEE SHEET 8 FOR PROPOSED WATER LINE EASEMENT LINE AND CURVE TABLES DATA

LEGEND

SUBDIVISION BOUNDARY LINE	
EASEMENT LINE, EXISTING	
EXISTING PARCEL LINES	
NEW PARCEL LINES	
NEW EASEMENT LINES	
MONUMENT LINE	
FOUND MONUMENT AS NOTED	◉
SFNF	SEARCHED FOR, NOT FOUND
SET CITY OF NEWARK STANDARD MONUMENT	◎
NAP	NOT A PART

TRACT 8606

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CITY OF NEWARK COUNTY OF ALAMEDA
STATE OF CALIFORNIA
AUGUST 2022

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SHEET 9 – PROPOSED MONUMENTATION

WLE LINE TABLE		
	BEARING	DISTANCE
L14	N67°45'40"W	40.77'
L15	N22°14'20"E	15.00'
L16	S67°45'40"E	29.36'
L17	N22°14'20"E	6.65'
L18	S67°45'40"E	11.42'
L19	S22°14'20"W	21.65'
L20	N22°14'20"E	231.59'
L21	S67°45'40"E	9.49'
L22	S67°45'40"E	15.00'
L23	S22°28'02"W	33.19'
L24	N67°31'58"W	4.67'
L25	S22°28'02"W	18.96'
L26	N67°31'58"W	15.00'
L27	N22°28'02"E	33.96'
L28	S67°31'58"E	19.67'
L29	N22°28'02"E	111.80'
L30	S22°28'02"W	158.64'
L31	S32°16'15"W	35.37'
L32	N32°16'15"E	36.66'
L33	N57°43'45"W	4.00'
L34	N32°16'15"E	15.00'
L35	S57°43'45"E	124.52'
L36	N57°43'45"W	281.68'
L37	N32°16'15"E	17.44'
L38	S57°43'45"E	15.00'
L39	S32°16'15"W	17.44'
L40	S57°43'45"E	162.64'
L41	S46°28'45"E	81.16'
L42	N46°28'45"W	78.21'
L43	S35°13'45"E	25.83'
L44	N54°46'15"E	3.96'
L45	N76°45'32"E	8.84'

WLE LINE TABLE		
	BEARING	DISTANCE
L46	S35°13'45"E	23.83'
L47	S54°46'15"W	12.15'
L48	N35°13'45"W	178.33'
L49	S35°13'45"E	235.66'
L50	N53°59'41"E	25.03'
L51	N36°00'19"W	15.00'
L52	S53°59'41"W	24.83'
L53	N35°13'45"W	92.35'
L54	S23°58'45"E	79.87'
L55	N23°58'45"W	76.92'
L56	S12°43'45"E	174.90'
L57	N12°43'45"W	75.48'
L58	N63°53'39"E	26.99'
L59	N26°06'21"W	19.97'
L60	S66°15'42"W	22.04'
L61	N12°43'45"W	75.00'
L62	S01°28'45"E	59.88'
L63	N01°28'45"W	56.93'
L64	N09°46'15"E	26.39'
L65	S80°13'45"E	48.10'
L66	N09°46'15"E	15.00'
L67	N80°13'45"W	48.10'
L68	S09°46'15"W	174.90'
L69	N09°46'15"E	130.56'
L70	S21°01'15"W	59.88'
L71	N21°01'15"E	43.93'
L72	S68°58'45"E	2.23'
L73	S64°47'44"E	39.67'
L74	N25°12'16"E	15.00'
L75	N64°47'44"W	40.22'
L76	N68°58'45"W	2.38'
L77	S32°16'15"W	174.90'

WLE LINE TABLE		
	BEARING	DISTANCE
L78	N32°16'15"E	83.32'
L79	S57°43'45"E	28.55'
L80	S83°38'40"E	6.73'
L81	N06°21'20"E	15.00'
L82	N83°38'40"W	3.27'
L83	N57°43'45"W	25.10'
L84	N32°16'15"E	71.59'
L85	S43°31'15"W	59.33'
L86	N43°31'15"E	56.37'
L87	N54°46'15"E	104.48'
L88	S35°10'10"W	7.63'
L89	N56°07'30"W	79.37'
L90	S35°10'10"W	7.50'
L91	N22°40'00"W	231.55'
L92	N22°08'51"E	40.86'
L93	N21°50'31"E	15.00'
L94	S68°09'29"E	82.17'
L95	N22°06'00"E	9.55'
L96	S67°54'00"E	15.00'
L97	S22°06'00"W	24.48'
L98	N68°09'29"W	97.10'
L99	S54°46'15"W	10.44'
L100	S35°13'45"E	9.66'
L101	S54°46'15"W	15.00'
L102	N35°13'45"W	9.66'
L103	S54°46'15"W	74.92'
L104	N56°07'30"W	64.37'
L105	N56°07'30"W	80.19'
L106	S27°49'48"W	0.50'
L107	S33°12'27"W	10.94'
L108	S76°48'15"W	14.56'

WLE LINE TABLE		
	BEARING	DISTANCE
L109	S42°35'58"W	11.72'
L110	N42°35'58"E	11.82'
L111	N76°48'15"E	13.17'
L112	N33°12'27"E	4.60'
L113	N52°03'10"W	2.46'
L114	N62°10'12"W	4.38'
L115	N52°03'10"W	6.47'
L116	S62°10'12"E	16.92'
L117	S57°39'30"E	6.15'
L118	N57°39'30"W	6.98'
L119	N57°39'30"W	15.00'
L120	N33°16'18"E	15.62'
L121	S33°16'18"W	15.36'
L122	N56°40'26"W	224.85'
L123	S56°40'26"E	239.73'
L124	N33°44'32"E	15.00'

LINE TABLE		
	BEARING	DISTANCE
L1	S80°38'57"E	69.26'
L2	N83°52'50"E	152.63'
L3	N33°46'54"E	59.38'
L10	N56°40'26"W	208.61'
L13	S37°45'40"E	12.26'

CURVE TABLE			
	RADIUS	LENGTH	DELTA
C1	901.10'	32.17'	2°02'44"
C2	403.00'	10.09'	1°26'03"
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C11	229.00'	75.59'	18°54'46"
C12	35.00'	54.98'	90°00'00"

WLE CURVE TABLE			
	RADIUS	LENGTH	DELTA
C13	80.00'	15.69'	11°14'13"

TRACT 8606

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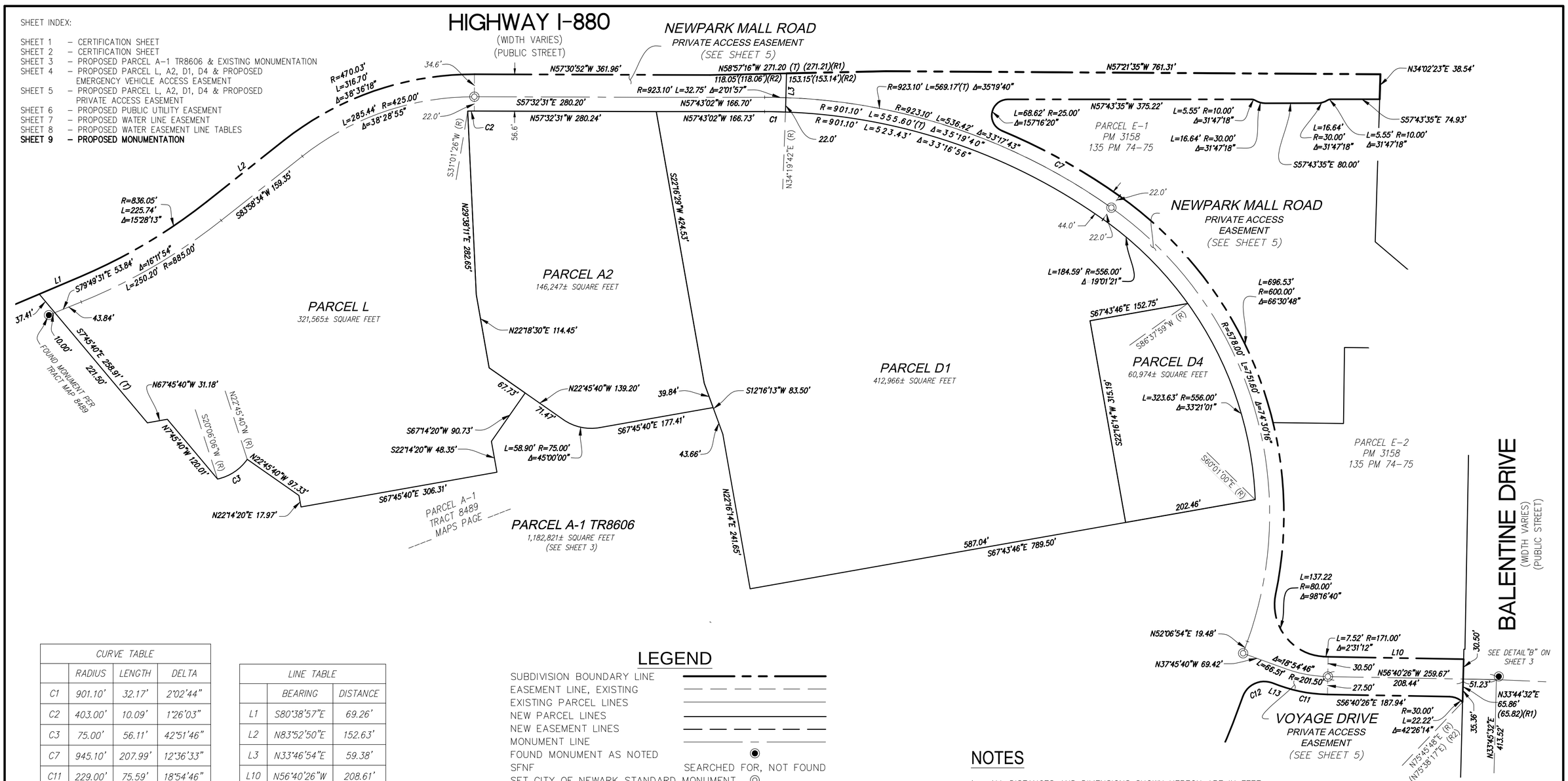
CITY OF NEWARK COUNTY OF ALAMEDA
STATE OF CALIFORNIA
JULY 2022

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LEGEND

SUBDIVISION BOUNDARY LINE	
EASEMENT LINE, EXISTING	
EXISTING PARCEL LINES	
NEW PARCEL LINES	
NEW EASEMENT LINES	
MONUMENT LINE	
FOUND MONUMENT AS NOTED	◉
SFNF	SEARCHED FOR, NOT FOUND
SET CITY OF NEWARK STANDARD MONUMENT	◎
NAP	NOT A PART

TRACT 8606

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CITY OF NEWARK COUNTY OF ALAMEDA
STATE OF CALIFORNIA
AUGUST 2022

NOTES

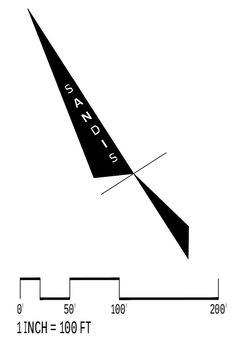
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BASIS OF BEARINGS

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SHEET 9 OF 9

CITY OF NEWARK
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8606

This Subdivision Improvement Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF NEWARK, a municipal corporation (hereinafter "City"), and NEWPARK MALL, LP, a Delaware limited partnership (hereinafter "Developer"). City and Developer may be collectively referred to herein as the "parties."

RECITALS

A. In accordance with the Subdivision Map Act (California Government Code Sections 66410, *et seq.*), and the Subdivision Ordinance (Newark Municipal Code, Title 16, Chapters 16.04, 16.08, 16.12, 16.16, 16.20, and 16.32), and the Street Ordinance (Newark Municipal Code, Title 12, Chapters 12.04 and 12.08), the Developer has submitted to the City a Final Map (hereinafter "Final Map") for Project known as Tract 8606 at 2086 NewPark Mall Road in Newark, California (hereinafter "Project").

B. The Project is geographically located within the boundaries of the Tentative Tract Map known as "Vesting Tentative Tract Map 8489". The Tentative Map is on file with the City Engineer, and is incorporated herein by reference.

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

D. Improvement Plans and Specifications have been prepared on behalf of the Developer, and approved by the City Engineer, which describe the improvements which are required to be constructed by the Developer. The term "Plans and Specifications" shall include 28 sheets of improvement plans titled "Newpark Mall Road and Voyage Drive Improvements, Tract 8606," approved by the City Engineer on 06/26/2022 The Plans and Specifications are on file with the City Engineer, and are incorporated herein by reference.

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

1. **SCOPE OF WORK.** The Developer shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions (hereinafter "Work"), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at the

Developer's sole cost and expense. No change shall be made to the Scope of Work unless authorized in writing by the City Engineer.

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

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

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

   4(a). Faithful Performance. Performance Bonds in the amount of $600,000 to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.

   4(b). Labor and Material. Materials Bonds in the amount of $300,000 to secure payment by the Developer to laborers and materialmen pursuant to Government Code Sections 66499.2, 66499.3, and 66499.4.

   4(c). Warranty. Performance Bonds in the amount of $60,000 to secure faithful performance of this Agreement (from the date on which the City accepts the Work as complete until one year thereafter) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.

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

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

6(a). Minimum Insurance Levels. Developer shall maintain or cause to be maintained insurance at the following minimum levels:

6(a)(1). Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) coverage in an amount not less than $5,000,000 general aggregate and $2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage. Required limits may be satisfied by primary and umbrella/excess policy limits.

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

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

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

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

6(c)(1). For the commercial general liability insurance, the City (including its elected officials, employees, volunteers, and agents)

shall be named as additional insured, and the policy shall be endorsed with a form at least as broad as ISO form CG 20 10 11 85.
6(c)(2). Developer's insurance is primary to any other insurance available to the City with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be excess of the Developer's insurance and shall not contribute with it.
6(c)(3). Developer's insurance will not be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the City. During the term of this Agreement, Consultant will not materially alter any of the policies or reduce any of the levels of coverage afforded by its insurance policies.
6(c)(4). Maintenance of proper insurance coverage in conformity with this Section 6 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

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

7. REPORTING DAMAGES. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Developer shall immediately, upon knowledge of the occurrence, notify the City Engineer's office by telephone at 510-578-4589, and Developer shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) a detailed description of the damage (including the name and address of the injured or deceased person(s), and a description of the damaged property), (b) name and address of witnesses, and (c) name and address of any potential insurance companies.

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

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

9(a). Commencement of Work. No later than five (5) business days prior to the commencement of Work, the Developer shall provide written notice to the City Engineer of the date on which the Developer shall commence Work. The Developer shall not commence Work until after the notice required by this section is properly provided, and the Developer shall not commence Work prior to the date specified in the written notice.

9(b). Schedule of Work. Concurrently with the written notice of commencement of Work, the Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary, but in no event no more than once every three months, to accurately reflect the Developer's prosecution of the Work.

9(c). Completion of Work. The Developer shall complete all Work by no later than thirty-six (36) months after the City's execution of this Agreement.

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

11. **DEFAULT.** If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten (10) business days of the notice. If: (a) the defaulting party fails to cure the default within ten (10) business days of the notice, or, (b) if more than ten (10) business days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.

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

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

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

13. **WARRANTY PERIOD.** The Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City. In the event that (during the one year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an unfulfilled obligation of the Developer under this Agreement, the Developer shall cause the repair or reconstruction of the Work or be in default if the same is not cured within the applicable cure period as provided in Section 11.

14. **RELATIONSHIP BETWEEN THE PARTIES.** Developer is, and at all times

shall remain, an independent contractor solely responsible for all acts of its employees, agents, contractors, or subcontractors, including any negligent acts or omissions. Developer is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

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

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

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

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

To: Brookfield Properties
Attn: George Dolson
Regional Vice President
Development Retail
350 North Orleans Street
Suite 300
Chicago, IL 60654

Attn: Legal Real Estate
350 North Orleans Street
Suite 300
Chicago, IL 60654

18. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

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

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

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

22. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Developer's duties be delegated, without the written consent of the City. Developer shall be permitted to assign this agreement to an entity that purchases the Property after providing notice and a copy of an agreement whereby such purchaser assumes all of Developer's obligations hereunder subject to obtaining a written consent from City, which consent shall not be unreasonably withheld. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

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

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

25. **CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or

any documents expressly incorporated, the terms and conditions of this Agreement shall control.

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

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

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

NEWPARK MALL, LP,
a Delaware limited partnership

By: Marjorie Zessar

Name: Marjorie Zessar

Title: Authorized Signatory

CITY OF NEWARK,
a municipal corporation

By: _____
Alan L. Nagy, Mayor

ATTEST:

_____
Sheila Harrington, City Clerk

APPROVED AS TO FORM:

_____
Kristopher Kokotaylo, City Attorney

3884089.1

Bond #285053416

SUBDIVISION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Newpark Mall, LP, a Delaware limited partnership, as Principal, hereinafter called the "CONTRACTOR", and _____

Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto CITY OF NEWARK, State of California in the sum of Six Hundred Thousand ($600,000) Dollars, lawful money of the United States of America for the payment of which sum, well and truly, to be made to said City of Newark, we and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 18 day of April, 2022

The condition of the above obligation is such that whereas, the above named Contractor entered into an agreement of even date herewith, with the said City of Newark, State of California, by the terms and conditions of which said agreement, said Contractor agrees to: dedicate and improve Tract 8606, City of Newark, Alameda County, including portions of Voyage Drive, Newpark Mall Road, and all associated improvements, and furnish all the work and material necessary therefor, in accordance with the plans and specifications now on file in the Office of the City Clerk and the City Engineer, as will more fully appear by reference to the said agreement, which said agreement is hereunto annexed and made a part hereof;

NOW THEREFORE, if the above named Contractor shall well and truly carry out, execute and perform all things by them to be carried out, executed and performed, according to the terms and conditions of said agreement, then this obligation shall become null and void; otherwise to remain in full force and effect.

No alteration of any provisions of said agreement or in said plan and/or specifications, agreed to between the said contractor and the said First Party, shall operate to relieve any surety or sureties from liability on this Bond, and consent to make such alterations without further notice to, or consent by, such surety is hereby given, and the said surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

CONTRACTOR:

NEWPARK MALL, LP, a Delaware limited partnership

By: NEWPARK GP, LLC, a Delaware limited liability company, its general partner

By: _____
Authorized Signatory

SURETY: _____
Liberty Mutual Insurance Company Todd A. Stein Attorney-In-fact

Office Address: 175 Berkeley Street

City Boston State MA Zip 02116

Phone: (312) 454-7763

SURETY AGENT: Brunswick Companies

Home Office Address: 5309 Transportation Blvd

City Cleveland State Ohio Zip 44125

Phone: (330) 686-8080

SUBDIVISION

MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Newpark Mall, LP, a Delaware limited partnership, as Principal, hereinafter called the "CONTRACTOR", has this day, entered into an agreement with the City of Newark, State of California, to dedicate and improve Tract 8606, City of Newark, Alameda County, including portions of Voyage Drive, Newpark Mall Road, and all associated improvements as per the plans and specifications thereof now on file in the office of the City Clerk and the City Engineer of Newark, and to perform all the work and furnish all materials, in accordance with the specifications therefor, as is more fully set forth in said agreement, which said agreement is hereunto annexed and made a part hereof; and

WHEREAS, Chapter 3 of Division 5 of Title 1 of the Government Code of the State of California and Acts amendatory thereof, require such contractors to file with the body by whom such agreement was awarded a good and sufficient bond to secure the claims to which reference is made in said Code and these presents.

WITNESSETH: That the said Contractor and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto all material men who may furnish material or supplies to the said Contractor, for the said work contracted to be done, and all mechanics and laborers who may perform work and labor of any kind or nature and for amounts due under the Unemployment Insurance Act of the State of California with respect to such work or labor in the sum of Three Hundred Thousand ($300,000) Dollars, lawful money of the United States of America, being not less than one half of the total amount payable by the terms of said agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

Sealed with our seals and dated this 18 day of April, 2022.

The condition of the above obligation is such that if the said Contractor in said agreement,

or his subcontractor, shall fail to pay for any materials, provisions, prevender or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for any amounts due under the Unemployment Insurance Act of the State of California with respect to such work or labor, the said surety will pay the same, in an amount not to exceed said sum hereinbefore specified and, also in case suit is brought upon such bond, a reasonable attorney's fee, to be fixed by the Court, provided that said claim or claims shall be filed and proceedings had, regarding the same, as provided for by the terms of said Code; otherwise this bond shall be null and void.

No alteration of any provision of said agreement or in said plans or specifications agreed to between the said Contractor and the said first party shall operate to relieve any surety or sureties from liability on this bond, and consent to make such alterations is hereby given, and the said surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

CONTRACTOR:

NEWPARK MALL, LP, a Delaware limited partnership

By: NEWPARK GP, LLC, a Delaware limited company, its general partner

By: NEWPARK GP, LLC, a Delaware limited liability company, its general partner

By: _____
Authorized Signatory

SURETY: Todd A. Stein
Liberty Mutual Insurance Company Todd A. Stein Attorney-In-fact

Office Address: 175 Berkeley Street

City Boston State MA Zip 02116

Phone: (312) 454-7763

SURETY AGENT: Brunswick Companies

Home Office Address: 5309 Transportation Blvd

City Cleveland State OHIO Zip 44125

Phone: (330) 686-8080

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205846-973923**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jeff McQuate; Mark Levinson; Todd A. Stein

all of the city of Cleveland state of OH each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of June, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18 day of April, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Bond # 285053416

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____ } ss

On the _____ day of _____, 20 ___, before me,

a Notary Public within and for said county, personally appeared, _____

to me known to be the person (s) described in and who executed the foregoing instrument, as Principal (s), and acknowledged to me that they executed the same as their free act and deed.

_____

Notary Public _____

County, _____

(Notarial Seal) My commission expires _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____ } ss

On the _____ day of _____, 20 ___, before me,

personally appeared _____

to me known, who being by me duly sworn, did depose and say: that he resides in _____ and

that he is the _____ of the _____

the corporation described in and which executed the foregoing instrument: that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation: and that he signed his name thereto by like order.

_____

Notary Public _____

County, _____

My Commission expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Ohio

COUNTY OF Cuyahoga } ss

On the 18 day of April, 2022 before me,

appeared Todd A. Stein

to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney-in-fact of the surety company; that the seal affixed to the foregoing instrument is the corporate seal of the surety company, and that said instrument was signed and sealed in behalf of the surety company by the aforesaid officer, by authority of its board of directors: and the aforesaid officer acknowledged said instrument to be the free act and deed of the surety company.

Mary E. Brenner-Miller

Notary Public Mary E. Brenner-Miller

County, Cuyahoga

(Notarial Seal) My commission expires 9/14/2025



Liberty Mutual SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2021

Assets	
Cash and Bank Deposits	$2,234,770,744
*Bonds — U.S Government	4,250,615,811
*Other Bonds	16,983,165,862
*Stocks	20,075,458,019
Real Estate	182,250,567
Agents' Balances or Uncollected Premiums	7,607,687,836
Accrued Interest and Rents	120,173,987
Other Admitted Assets	14,076,622,575
Total Admitted Assets	**$65,530,745,401**

Liabilities		
Unearned Premiums		$9,106,965,847
Reserve for Claims and Claims Expense		25,279,158,493
Funds Held Under Reinsurance Treaties		315,537,902
Reserve for Dividends to Policyholders		1,726,291
Additional Statutory Reserve		139,634,000
Reserve for Commissions, Taxes and Other Liabilities		8,638,106,801
Total		**$43,481,129,334**
Special Surplus Funds	$178,192,363	
Capital Stock	10,000,075	
Paid in Surplus	11,804,736,755	
Unassigned Surplus	10,056,686,874	
Surplus to Policyholders		**22,049,616,067**
Total Liabilities and Surplus		**$65,530,745,401**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2022.

T A Mikolajewski

Assistant Secretary

Nº 2131

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

AMENDED

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

LIBERTY MUTUAL INSURANCE COMPANY

of BOSTON, MASSACHUSETTS *, organized under the laws of* MASSACHUSETTS *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:* FIRE, MARINE, SURETY, DISABILITY, PLATE GLASS, LIABILITY, WORKMEN'S COMPENSATION, COMMON CARRIER LIABILITY, BOILER AND MACHINERY, BURGLARY, CREDIT, SPRINKLER, TEAM AND VEHICLE, AUTOMOBILE, AIRCRAFT and MISCELLANEOUS

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 15TH *day of* NOVEMBER, 1961, *I have hereunto set my hand and caused my official seal to be affixed this* 15TH *day of* NOVEMBER, 1961.

INSURANCE COMMISSIONER · STATE OF CALIFORNIA

F. BRITTON McCONNELL
Insurance Commissioner

By John W. Anderson
Deputy

STAFF REPORT

Item D. 4.

DATE	10/27/2022
TO	Honorable Mayor and City Council Members
FROM	Diana Cangco, Senior Civil Engineer
SUBJECT	Adopt a resolution approving the final map and subdivision improvement agreement for Tract 8489 – Newpark Mall Phase A (Newpark Mall Phase A Development LLC) at 2086 Newpark Mall Road

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council adopt a resolution approving the final map and subdivision improvement agreement for Tract 8489 – Newpark Mall Phase A (Newpark Mall Phase A Development LLC) at 2086 Newpark Mall Road.

The final map for Tract 8489 – Newpark Mall Phase A (Newpark Mall Phase A Development LLC) has been reviewed and found to be in conformance with Vesting Tentative Tract Map 8489 and the conditions of approval. The developer, Newpark Mall Phase A Development LLC, has executed a subdivision improvement agreement and has posted a Performance Bond in the amount of $3,700,000 and a Materials Bond in the amount of $1,850,000 to guarantee the construction of the public and private improvements. The final map and subdivision improvement agreement are now ready for City Council approval.

BACKGROUND

On July 22, 2021, the City Council approved Vesting Tentative Map 8489, a 13-lot re-subdivision of Parcel Maps 3632, 4458, and 6078 for a phased residential and commercial development at Newpark Mall per the NewPark Place Specific Plan. Approval of final maps associated with Vesting Tentative Map 8489 to facilitate development within the NewPark Place Specific Plan Area will be filed in phases, with Tract 8489 being the first phase of the final map approvals.

DISCUSSION/ANALYSIS

The developer, Newpark Mall Phase A Development LLC, has submitted the required fees, bonds, and other documents for approval of final map Tract 8489. City staff and the City Engineer have reviewed the submissions of the developer and have found that all conditions of approval for Vesting Tentative Map 8489 have been satisfied. The developer has executed a subdivision improvement agreement and has posted a Performance Bond in the amount of $3,700,000 and a Materials Bond in the amount of $1,850,000 to guarantee the construction of the public and private improvements.

The final map and the subdivision improvement agreement are now ready for City Council approval. Recording of the final map and issuance of subsequent permits and approvals for construction activity will be at the discretion of the City Engineer.

FISCAL IMPACT

No additional public street improvements are required as part of Tract 8489; therefore, there is no fiscal impact associated with this action.

REVIEW AND APPROVAL

Prepared by - Diana Cangco, Senior Civil Engineer
Reviewed by - Jayson Imai, Assistant City Engineer
Reviewed by - Soren Fajeau, Public Works Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution

Final Map Tract 8489

Subdivision Improvement Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING THE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR TRACT 8489 – NEWPARK MALL PHASE A (NEWPARK MALL PHASE A DEVELOPMENT LLC) AT 2086 NEWPARK MALL ROAD

WHEREAS, on July 22, 2021, with Resolution No. 11,250, the City Council of the City of Newark approved Vesting Tentative Map 8489 for a phased residential and commercial development on an approximately 73-acre project site at Newpark Mall; and

WHEREAS, consistent with the approved Vesting Tentative Map 8489, Newpark Mall Phase A Development LLC submitted to the City for approval the first phase final map of the previously-approved Vesting Tentative Map; and

WHEREAS, City staff and the City Engineer have reviewed the submissions of the subdivider, including the proposed final map, and have found that all conditions of approval for the Vesting Tentative Map have been satisfied, with the exception of the completion of required street improvements; and

WHEREAS, the subdivider wishes to enter into a subdivision improvement agreement and record the final map. The subdivision improvement agreement will require the subdivider to complete the street improvements in a timely manner, and the improvements will be subject to a security as required by the subdivision improvement agreement; and

WHEREAS, upon completion of all required street improvements to the satisfaction of the City Engineer, the City will accept the improvements and accept all easements offered for dedication at that time.

NOW THEREFORE, BE IT RESOLVED BY THE City Council of the City of Newark that the City Council does hereby approve the final map and improvement plans for Tract 8489, City of Newark, County of Alameda, State of California, and that the Mayor is authorized and hereby directed to execute a subdivision improvement agreement between the City of Newark and Newpark Mall Phase A Development LLC, for the improvements of said tract.

BE IT FURTHER RESOLVED that the City Council does hereby accept, subject to improvement, all easements offered for public use in conformity with the terms of offer of dedication as shown on the final map for Tract 8489.

BE IT FURTHER RESOLVED that the City Council does hereby approve the Performance Bond in the amount of $3,700,000 and the Materials Bond in the amount of $1,850,000 posted by the developer to secure the installation of improvements in accordance with the plans and specifications and the subdivision improvement agreement.

BE IT FURTHER RESOLVED that the recording of the final map and final approval for the start of construction activity for Tract 8489, including issuance of all related construction permits, shall be at the discretion of the City Engineer.

TRACT 8489

BEING A RESUBDIVISION OF PARCEL "B", PARCEL MAP 3632, FILED JUNE 15, 1982, IN BOOK 135 OF PARCEL MAPS, AT PAGES 2–4 AND PARCEL "A–1", PARCEL MAP 6078, FILED AUGUST 8, 1991 IN BOOK 198 OF PARCEL MAPS AT PAGES 34–36, ALAMEDA COUNTY RECORDS CONSISTING OF EIGHT SHEETS

CITY OF NEWARK COUNTY OF ALAMEDA
STATE OF CALIFORNIA

JULY, 2022

SANDIS

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OWNER'S STATEMENT

WE, THE UNDERSIGNED, NEWPARK MALL PHASE A DEVELOPMENT LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND NEWPARK MALL, LP, A DELAWARE LIMITED PARTNERSHIP, HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE EXTERIOR BOUNDARY LINES AS DELINEATED ON THE HEREIN MAP ENTITLED "TRACT 8489, CITY OF NEWARK, COUNTY OF ALAMEDA, CALIFORNIA" CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE ACQUIRED TITLE TO SAID LAND BY VIRTUE OF THE GRANT DEED RECORDED 12/29/2020 DOC. NO. 2020–0368063 AND 12/10/1998 DOC. NO. 98–433436 ALAMEDA COUNTY RECORDS, AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND SUBDIVISION.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED FOR PUBLIC PURPOSES AS SHOWN ON THIS MAP

WE HEREBY DEDICATE TO THE PUBLIC AN EASEMENT FOR EMERGENCY VEHICLE ACCESS ON OR OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "EVAE" (EMERGENCY VEHICLE ACCESS EASEMENT) FOR THE PURPOSE OF INGRESS AND EGRESS OF EMERGENCY VEHICLES.

WE HEREBY DEDICATE TO THE PUBLIC AN EASEMENT FOR PUBLIC WATER LINE PURPOSES OVER UNDER AND UPON THOSE CERTAIN STRIPS OF LAND DELINEATED ACWD EASEMENT FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF WATER LINES AND APPLICABLE STRUCTURES AND APPURTENANCES THERETO AND TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES OF ANY KIND.

WE ALSO HEREBY RESERVE FOR THE OWNERS OF PARCELS "A", "A3", "B3 TR8489" AND "A–1 TR8489" THEIR LICENSEES, VISITORS AND TENANTS NON–EXCLUSIVE RECIPROCAL RIGHT OF INGRESS AND EGRESS UPON AND OVER THOSE CERTAIN STRIPS OF LAND DESIGNATED AND DELINEATED AS "PRIVATE ACCESS EASEMENT," (QUEST DRIVE), (PROMENADE DRIVE),(NEWPARK MALL ROAD). THE "PRIVATE ACCESS EASEMENTS" SHOWN ON THIS MAP ARE NOT OFFERED FOR DEDICATION TO THE PUBLIC.

OWNER(S):
NEWPARK MALL PHASE A DEVELOPMENT LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____. *BY:* _____.

NAME: _____. *NAME:* _____.

OWNER(S):
NEWPARK MALL, LP, A DELAWARE LIMITED PARTNERSHIP
BY: NEWPARK GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: _____. *BY:* _____.

NAME: _____. *NAME:* _____.

OWNER'S ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA SS.
COUNTY OF ALAMEDA

ON _____, *2022, BEFORE ME,* _____, *PERSONALLY APPEARED* _____, *WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.*

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

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE: _____

SOILS REPORT

A SOILS REPORT AND/OR GEOLOGICAL REPORT ON THIS PROPERTY HAS BEEN PREPARED BY GEOCON CONSULTANTS INC, GEOCON PROJECT NO. E9123–04–01, DATED MARCH 2020 AND HAS BEEN FILED AT THE OFFICE OF THE CITY ENGINEER.

CLERK OF THE BOARD OF SUPERVISORS STATEMENT

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

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

[ ] ALL TAXES AND SPECIAL ASSESSMENTS COLLETED AS TAXES HAVE BEEN PAID AS CERTIFIED BY THE TREASURER–TAX COLLECTOR.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS_____DAY OF_____2022.

_____
ANIKA CAMPBELL–BELTON
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF ALAMEDA, STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY CLERK

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BROOKFIELD PROPERTIES IN MARCH 2021. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL BE SET IN THOSE PROPOSED POSITIONS BEFORE _____ 202__ AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THE GROSS AREA WITHIN THE TRACT IS 39.40 ACRES, MORE OR LESS.

_____ *DATE:* _____
CHRISTIAN CINTEAN, PLS 8941

PROFESSIONAL LAND SURVEYOR · CHRISTIAN CINTEAN · No. 8941 · STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I, SHEILA HARRINGTON, CITY CLERK AND CLERK OF COUNCIL OF THE CITY OF NEWARK, ALAMEDA COUNTY, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 8489, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA". CONSISTING OF EIGHT (8) SHEETS, THIS STATEMENT BEING BEING ON SHEET ONE (1) THEREOF, WAS PRESENTED TO SAID COUNCIL OF THE CITY OF NEWARK AS PROVIDED BY LAW AT A REGULAR MEETING HELD ON THE _____ DAY OF _____, 2022, AND THAT SAID COUNCIL OF THE CITY OF NEWARK DID THEREUPON BY RESOLUTION NO. _____, DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL PARCELS OF LAND AND EASEMENTS OFFERED FOR DEDICATION, SUBJECT TO IMPROVEMENT FOR PUBLIC USE, IN CONFORMITY WITH THE TERMS OF THE OFFERS OF DEDICATION AS SHOWN ON SAID MAP.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 2022

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

CITY ENGINEER'S STATEMENT

I, SOREN E. FAJEAU, CITY ENGINEER FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE THAT I HAVE EXAMINED THE HEREIN EMBODIED FINAL MAP ENTITLED "TRACT 8489, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA". CONSISTING OF EIGHT (8) SHEETS. THIS STATEMENT BEING UPON SHEET ONE (1) THEREOF, THAT THE SUBDIVISION AS SHOWN UPON SAID MAP IS SUBSTANTIALLY THE SAME AS SAID SUBDIVISION APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF; AND THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA, AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

IN WITNESS, I HAVE HEREUNTO SET MY HAND THIS_____DAY OF_____2022.

_____
SOREN E. FAJEAU, P.E. 66454
REGISTRATION EXPIRES: JUNE 30, 2022
CITY ENGINEER FOR THE CITY OF NEWARK
COUNTY OF ALAMEDA, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER · SOREN E. FAJEAU · No. 66454 · CIVIL · STATE OF CALIFORNIA

I, MITCHELL L. MOUGHON, SPECIAL ASSISTANT FOR THE CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA, DO HEREBY STATE PURSUANT TO SECTION 66450(a)(4) OF THE GOVERNMENT CODE THAT I HAVE EXAMINED THE HEREIN EMBODIED MAP ENTITLED "TRACT 8489, CITY OF NEWARK, ALAMEDA COUNTY, CALIFORNIA". CONSISTING OF EIGHT (8) SHEETS. THIS STATEMENT BEING UPON SHEET ONE (1) THEREOF; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

IN WITNESS, I HAVE HEREUNTO SET MY HAND THIS_____DAY OF_____2022.

_____
MITCHELL L. MOUGHON, RCE. 29509
REGISTRATION EXPIRES: MARCH 31, 2023
SPECIAL ASSISTANT FOR THE CITY OF NEWARK
COUNTY OF ALAMEDA, CALIFORNIA

REGISTERED PROFESSIONAL ENGINEER · MITCHELL L. MOUGHON · No. 29509 · CIVIL · STATE OF CALIFORNIA

COUNTY RECORDER'S STATEMENT

FILED FOR RECORD THIS _____ DAY OF _____ , 2022, AT _____M. IN BOOK _____, OF MAPS, AT PAGES_____, UNDER SERIES NO. _____. AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

FEE:_____PD.

MELISSA WILK
COUNTY RECORDER IN AND FOR THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA

*BY:*_____
DEPUTY COUNTY RECORDER

SHEET 1 OF 8

SHEET INDEX:
SHEET 1 – CERTIFICATION SHEET
SHEET 2 – PROPOSED PARCEL A1 & EXISTING MONUMENTATION
SHEET 3 – PROPOSED PARCEL A, A3, B-3 & PROPOSED EMERGENCY VEHICLE ACCESS EASEMENT
SHEET 4 – PROPOSED PARCEL A, A3, B-3 & PROPOSED PRIVATE ACCESS EASEMENT
SHEET 5 – PROPOSED MONUMENTATION
SHEET 6 – PROPOSED ACWD EASEMENT TO BE DEDICATED BY SEPARATE DOCUMENT
SHEET 7 – PROPOSED ACWD EASEMENT LINE AND CURVE TABLES
SHEET 8 – PROPOSED PG&E EASEMENT TO BE DEDICATED BY SEPARATE DOCUMENT (SHOWN FOR INFORMATIONAL PURPOSES ONLY)

SANDIS

9' 100' 200' 400'
1 INCH = 200 FT

HIGHWAY I-880
(WIDTH VARIES)
(PUBLIC STREET)

SURVEY REFERENCES

R1) PARCEL MAP 3632 BOOK 135 PARCEL MAPS 2-4
R2) PARCEL MAP 6078 BOOK 198 PARCEL MAPS 34-36
R3) PARCEL MAP 4572 BOOK 161 PARCEL MAPS 71-74
R4) PARCEL MAP 6692 BOOK 211 PARCEL MAPS 81-82
R5) PARCEL MAP 3918 BOOK 137 PARCEL MAPS 23-24

CURVE TABLE			
	RADIUS	LENGTH	DELTA
C3	500.00'	58.03'	6°38'57"
C5	35.00'	50.78'	83°07'45"
C6	229.00	163.12'	40°48'49"
C7	35.00'	27.84'	45°34'57"
C7(R1)		27.85'	45°35'05"
C8	35.00'	27.84'	45°34'57"
C8(R1)		27.85'	45°35'05"
C9	171.00'	121.81'	40°48'49"
C10	35.00'	50.79'	83°08'33"
C18	400.00'	95.09'	13°37'13"
C19	948.00'	40.94'	2°28'28"
C20	35.00'	29.79'	48°46'04"
C21	371.00'	88.19'	13°37'13"
C22	35.00'	47.19'	77°15'14"
C23	229.00'	75.59'	18°54'46"
C24	30.00'	22.22'	42°26'14"
C25	205.00'	67.67'	18°54'46"
C26	589.00'	213.98'	20°48'54"
C27	91.00'	156.09'	98°16'40"
C28	80.00'	137.22'	98°16'40"
C29	25.00'	68.62'	157°16'20"
C30	10.00'	5.55'	31°47'18"
C31	30.00'	16.64'	31°47'18"
C33	30.00'	16.64'	31°47'18"
C34	10.00'	5.55'	31°47'18"
C35	75.00'	58.90'	45°00'00"
C36	75.00'	56.11'	42°51'46"
C37	31.00'	33.40'	61°43'30"
C38	49.50'	33.86'	39°11'33"
C39	150.50'	102.95'	39°11'36"
C40	171.00'	7.52'	2°31'12"

LINE TABLE		
	BEARING	DISTANCE
L3	N33°55'38"E	556.83'
L6	N83°09'02"E	2.81'
L7	S56°02'09"E	25.60'

LINE TABLE		
	BEARING	DISTANCE
L9	N56°02'09"W	25.60'
L10	S83°09'02"W	1.81'
L11	S19°18'25"W	56.87'
L12	N19°18'25"E	29.66'
L13	S37°45'40"E	12.26'
L14	S56°40'26"E	187.94'
L15	N33°44'32"E	31.86'
L16	N56°40'26"W	208.41'
L17	N37°45'40"W	91.46'
L18	S52°14'20"W	73.18'
L19	N22°45'40"W	210.00'
L20	N82°45'40"W	62.35'
L21	N22°45'40"W	155.77'
L22	N22°14'20"E	12.65'
L23	N67°45'40"W	73.81'
L24	N22°14'20"E	263.84'
L25	S56°40'26"E	208.53'
L26	N33°44'32"E	11.00'
L27	N56°40'26"W	208.61'
L28	S57°43'35"E	80.00'
L29	S57°43'35"E	74.93'
L30	N34°02'23"E	38.54'
L31	S33°46'54"W	196.17'
L32	N67°45'40"W	176.75'
L33	S22°14'21"W	294.49'
L34	N67°45'40"W	162.44'
L35	N22°45'40"W	71.47'
L36	S67°14'20"W	90.73'
L37	S22°14'20"W	48.35'
L38	N22°14'20"E	17.97'
L39	N22°45'40"W	97.33'
L40	N07°45'40"W	120.01'
L41	N67°45'40"W	31.18'
L42	N80°38'57"W	51.90'
L43	S47°35'01"W	91.79'
L44	N56°02'09"W	34.25'
L45	S33°57'51"W	37.49'
L46	S56°02'09"E	50.06'
L47	S67°45'40"E	270.00'
L48	S22°14'20"W	74.88'
L49	S22°14'20"W	131.34'
L50	N67°43'49"W	214.50'
L51	N22°14'20"E	31.23'
L52	N67°45'40"W	10.50'
L53	N22°14'20"E	301.27'
L57	S33°57'51"W	79.01'

BASIS OF BEARINGS

THE BEARING OF NORTH 57°04'22" WEST ESTABLISHED BETWEEN FOUND MONUMENTS ALONG CEDAR BOULEVARD AS SHOWN ON THAT CERTAIN PARCEL MAP NO.3632 FILED IN BOOK 135 AT PAGES 2-4 OF PARCEL MAPS WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

TRACT 8489

BEING A RESUBDIVISION OF PARCEL "B", PARCEL MAP 3632, FILED JUNE 15, 1982, IN BOOK 135 OF PARCEL MAPS, AT PAGES 2-4 AND PARCEL "A-1", PARCEL MAP 6078, FILED AUGUST 8, 1991 IN BOOK 198 OF PARCEL MAPS AT PAGES 34-36, ALAMEDA COUNTY RECORDS CONSISTING OF EIGHT SHEETS

CITY OF NEWARK COUNTY OF ALAMEDA
STATE OF CALIFORNIA
JULY, 2022

LEGEND

SUBDIVISION BOUNDARY LINE
EASEMENT LINE, EXISTING
STREET, CENTERLINE
EXISTING PARCEL LINES
NEW PARCEL LINES
NEW EASEMENT LINES
MONUMENT LINE
FOUND MONUMENT AS NOTED
SFNF SEARCHED FOR, NOT FOUND
SET STANDARD CITY OF NEWARK MONUMENT
NAP NOT A PART

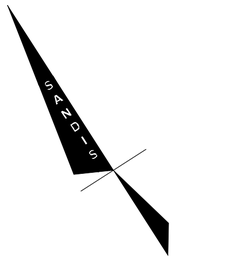
SANDIS
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SHEET 2 OF 8

TRACT 8489

BEING A RESUBDIVISION OF PARCEL "B", PARCEL MAP 3632, FILED JUNE 15, 1982, IN BOOK 135 OF PARCEL MAPS, AT PAGES 2–4 AND PARCEL "A–1", PARCEL MAP 6078, FILED AUGUST 8, 1991 IN BOOK 198 OF PARCEL MAPS AT PAGES 34–36, ALAMEDA COUNTY RECORDS CONSISTING OF EIGHT SHEETS

CITY OF NEWARK COUNTY OF ALAMEDA
STATE OF CALIFORNIA
JULY, 2022



0' 50' 100' 200'
1 INCH = 100 FT

SHEET INDEX:

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SHEET 2 – PROPOSED PARCEL A1 & EXISTING MONUMENTATION
SHEET 3 – PROPOSED PARCEL A, A3, B–3 & PROPOSED EMERGENCY VEHICLE ACCESS EASEMENT
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SHEET 6 – PROPOSED ACWD EASEMENT TO BE DEDICATED BY SEPARATE DOCUMENT
SHEET 7 – PROPOSED ACWD EASEMENT LINE AND CURVE TABLES
SHEET 8 – PROPOSED PG&E EASEMENT TO BE DEDICATED BY SEPARATE DOCUMENT (SHOWN FOR INFORMATIONAL PURPOSES ONLY)

NOTES

1. ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. THE AREA WITHIN THE DISTINCTIVE BORDER LINE IS 39.40 ACRES, MORE OR LESS.

LEGEND

SUBDIVISION BOUNDARY LINE
EASEMENT LINE, EXISTING
EXISTING PARCEL LINES
NEW PARCEL LINES
NEW EASEMENT LINES
MONUMENT LINE
FOUND MONUMENT AS NOTED — SEARCHED FOR, NOT FOUND
SFNF
SET STANDARD CITY OF NEWARK MONUMENT — NOT A PART
NAP

SURVEY REFERENCES

R1) PARCEL MAP 3632 BOOK 135 PARCEL MAPS 2–4
R2) PARCEL MAP 6078 BOOK 198 PARCEL MAPS 34–36
R3) PARCEL MAP 4572 BOOK 161 PARCEL MAPS 71–74
R4) PARCEL MAP 6692 BOOK 211 PARCEL MAPS 81–82
R5) PARCEL MAP 3918 BOOK 137 PARCEL MAPS 23–24

BASIS OF BEARINGS

THE BEARING OF NORTH 57°04'22" WEST ESTABLISHED BETWEEN FOUND MONUMENTS ALONG CEDAR BOULEVARD AS SHOWN ON THAT CERTAIN PARCEL MAP NO.3632 FILED IN BOOK 135 AT PAGES 2–4 OF PARCEL MAPS WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

EVAE CURVE TABLE			
	RADIUS	LENGTH	DELTA
C4	30.00'	45.24'	86°24'12"
C6	229.00'	163.12'	40°48'49"
C11	171.00'	121.81'	40°48'49"
C12	35.00'	1.28'	2°05'42"
C13	30.00'	42.63'	81°25'32"
C15	495.00'	209.88'	24°17'36"
C17	841.00'	147.74'	10°03'55"
C19	30.00'	47.14'	90°01'28"
C21	30.00'	44.31'	84°37'48"
C24	476.00'	196.36'	23°38'09"
C25	606.54'	130.45'	12°19'21"
C26	547.00'	233.97'	24°30'28"
C27	503.00'	215.15'	24°30'28"
C28	562.54'	96.02'	9°46'48"
C29	30.00'	54.23'	103°33'45"
C30	90.00'	94.11'	59°54'51"
C31	30.00'	47.15'	90°03'14"
C32	194.50'	96.98'	28°34'04"
C33	31.50'	53.06'	96°31'12"
C34	445.50'	6.42'	0°49'32"
C35	31.50'	52.99'	96°22'42"
C36	445.50'	102.45'	13°10'36"

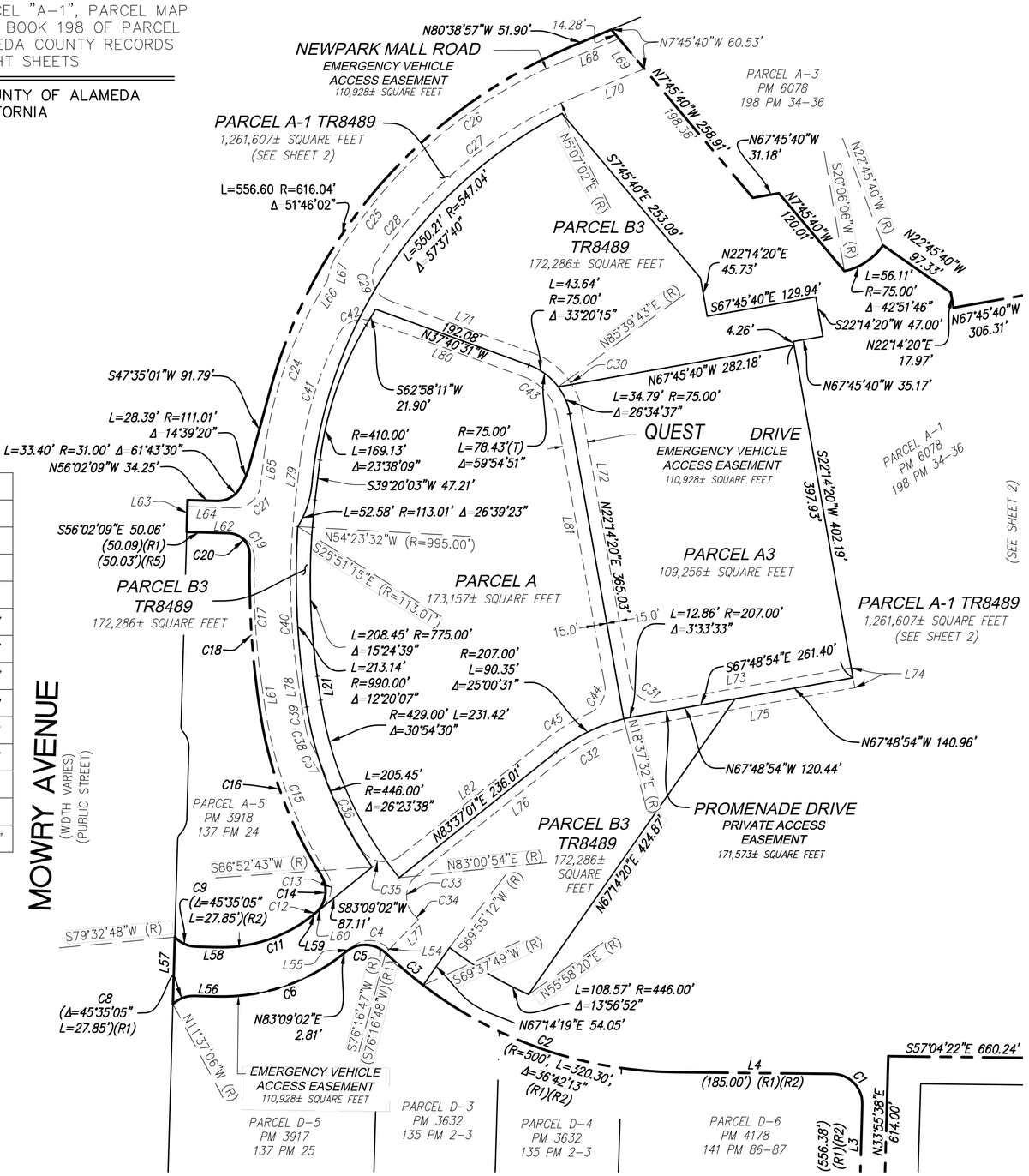
EVAE CURVE TABLE			
	RADIUS	LENGTH	DELTA
C37	163.50'	30.84'	10°48'29"
C38	66.77'	20.00'	17°09'37"
C39	452.00'	34.14'	4°19'39"
C40	798.00'	214.64'	15°24'39"
C41	433.00'	154.49'	20°26'32"
C42	30.00'	43.22'	82°32'56"
C43	60.00'	62.74'	59°54'51"
C44	31.79'	45.05'	81°11'38"
C45	231.98'	59.33'	14°39'09"

EVAE LINE TABLE		
	BEARING	DISTANCE
L54	S07°28'00"W	3.45'
L55	N84°58'21"E	11.57'
L56	S56°02'09"E	25.60'
L57	S33°57'51"W	79.01'
L58	N56°02'09"W	25.60'
L59	S83°09'02"W	1.81'
L60	S81°03'20"W	11.08'
L61	S23°55'24"W	28.34'
L62	S56°02'09"E	50.69'
L63	S33°57'51"W	29.86'
L64	N56°02'09"W	55.33'

EVAE LINE TABLE		
	BEARING	DISTANCE
L65	S39°20'03"W	38.45'
L66	S62°58'11"W	20.29'
L67	S49°22'59"W	25.49'
L68	N79°49'31"W	71.76'
L69	N07°45'40"W	46.25'
L70	S79°49'31"E	86.00'
L71	N37°40'31"W	180.88'
L72	N22°14'20"E	322.59'
L73	N67°48'54"W	229.22'
L74	N22°14'20"E	24.00'
L75	S67°48'54"E	263.61'
L76	N83°37'01"E	216.65'
L77	N76°16'18"E	50.74'(R)
L78	S23°55'24"W	28.34'
L79	S39°20'03"W	47.21'
L80	N37°40'31"W	192.77'
L81	N22°14'20"E	317.81'
L82	N83°37'01"E	219.52'

CURVE TABLE			
	RADIUS	LENGTH	DELTA
C1	35.00'	55.59'	91°00'00"
C2	500.00'	320.29'	36°42'11"
C3	500.00'	58.03'	6°38'58"
C5	35.00'	50.78'	83°07'45"
C6	229.00'	163.12'	40°48'49"
C8	35.00'	27.84'	45°34'57"
C9	35.00'	27.84'	45°34'57"
C11	171.00'	121.81'	40°48'49"
C14	35.00'	50.79'	83°08'33"
C16	501.00'	203.43'	23°15'52"
C18	1045.00'	188.44'	10°19'55"
C20	25.00'	39.11'	89°38'25"

LINE TABLE		
	BEARING	DISTANCE
L3	N33°55'38"E	556.83'
L4	S57°04'22"E	185.05'
L21	S23°55'24"W	28.34'
L56	S56°02'09"E	25.60'
L57	S33°57'51"W	79.01'
L58	N56°02'09"W	25.60'
L59	S83°09'02"W	1.81'



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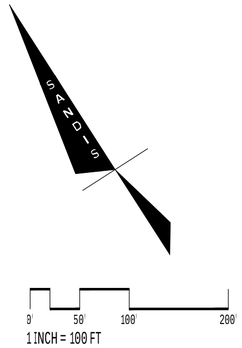
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SHEET 7 – PROPOSED ACWD EASEMENT LINE AND CURVE TABLES
SHEET 8 – PROPOSED PG&E EASEMENT TO BE DEDICATED BY SEPARATE DOCUMENT (SHOWN FOR INFORMATIONAL PURPOSES ONLY)

LEGEND

SUBDIVISION BOUNDARY LINE
EASEMENT LINE, EXISTING
EXISTING PARCEL LINES
NEW PARCEL LINES
NEW EASEMENT LINES
MONUMENT LINE
FOUND MONUMENT AS NOTED
SFNF — SEARCHED FOR, NOT FOUND
SET STANDARD CITY OF NEWARK MONUMENT
NAP — NOT A PART



TRACT 8489

BEING A RESUBDIVISION OF PARCEL "B", PARCEL MAP 3632, FILED JUNE 15, 1982, IN BOOK 135 OF PARCEL MAPS, AT PAGES 2–4 AND PARCEL "A–1", PARCEL MAP 6078, FILED AUGUST 8, 1991 IN BOOK 198 OF PARCEL MAPS AT PAGES 34–36, ALAMEDA COUNTY RECORDS CONSISTING OF EIGHT SHEETS

CITY OF NEWARK COUNTY OF ALAMEDA
STATE OF CALIFORNIA
JULY, 2022

NOTES

1. ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. THE AREA WITHIN THE DISTINCTIVE BORDER LINE IS 39.40 ACRES, MORE OR LESS.

SURVEY REFERENCES

R1) PARCEL MAP 3632 BOOK 135 PARCEL MAPS 2–4
R2) PARCEL MAP 6078 BOOK 198 PARCEL MAPS 34–36
R3) PARCEL MAP 4572 BOOK 161 PARCEL MAPS 71–74
R4) PARCEL MAP 6692 BOOK 211 PARCEL MAPS 81–82
R5) PARCEL MAP 3918 BOOK 137 PARCEL MAPS 23–24

BASIS OF BEARINGS

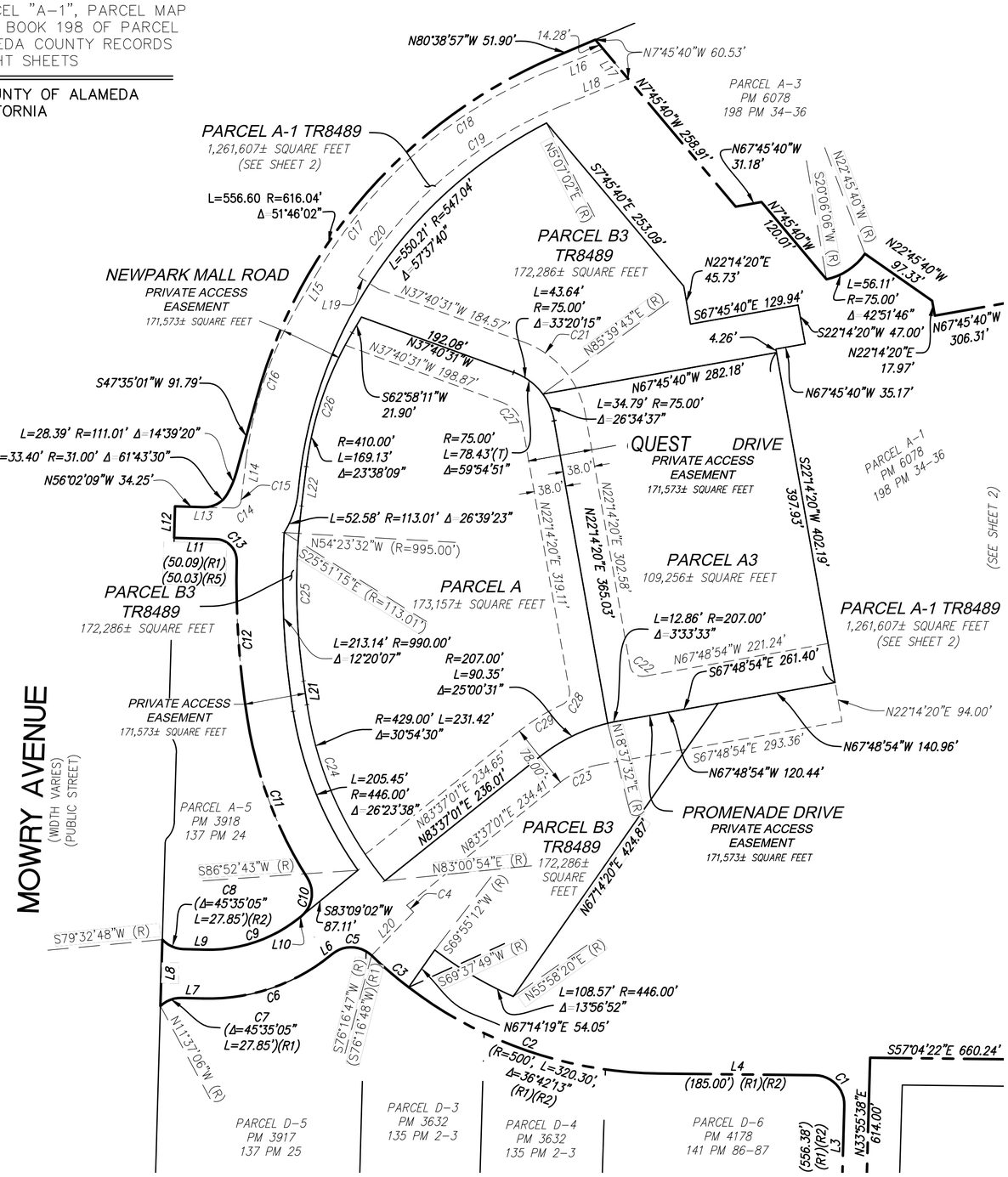
THE BEARING OF NORTH 57°04'22" WEST ESTABLISHED BETWEEN FOUND MONUMENTS ALONG CEDAR BOULEVARD AS SHOWN ON THAT CERTAIN PARCEL MAP NO.3632 FILED IN BOOK 135 AT PAGES 2–4 OF PARCEL MAPS WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

LINE TABLE		
	BEARING	DISTANCE
L3	N33°55'38"E	556.83'
L4	S57°04'22"E	185.05'
L6	N83°09'02"E	2.81'
L7	S56°02'09"E	25.60'
L8	S33°57'51"W	79.01'
L9	N56°02'09"W	25.60'
L10	S83°09'02"W	1.81'
L11	S56°02'09"E	50.06'
L12	N33°57'51"E	37.49'
L21	S23°55'24"W	28.34'
L22	S39°20'03"W	47.21'

CURVE TABLE			
	RADIUS	LENGTH	DELTA
C1	35.00'	55.59'	91°00'00"
C2	500.00'	320.29'	36°42'11"
C3	500.00'	58.03'	6°38'58"
C25	775.00'	208.45'	15°24'39"

PAE LINE TABLE		
	BEARING	DISTANCE
L6	N83°09'02"E	2.81'
L7	S56°02'09"E	25.60'
L8	S33°57'51"W	79.01'
L9	N56°02'09"W	25.60'
L10	S83°09'02"W	1.81'
L11	S56°02'09"E	50.06'
L12	N33°57'51"E	37.49'
L13	N56°02'09"W	68.24'
L14	S39°20'03"W	47.21'
L15	S62°58'11"W	41.09'
L16	N79°49'31"W	71.76'
L17	N07°45'40"W	46.25'
L18	S79°49'31"E	86.00'
L19	N24°56'07"W	28.00'
L20	N76°16'18"E	71.76'
L21	S23°55'24"W	28.34'
L22	S39°20'03"W	47.21'

PAE CURVE TABLE			
	RADIUS	LENGTH	DELTA
C4	429.00'	11.42'	1°31'29"
C5	35.00'	50.78'	83°07'45"
C6	229.00	163.12'	40°48'49"
C7	35.00'	27.84'	45°34'57"
C8	35.00'	27.84'	45°34'57"
C9	171.00'	121.81'	40°48'49"
C10	35.00'	50.79'	83°08'33"
C11	501.00'	203.43'	23°15'52"
C12	1045.00'	188.44'	10°19'55"
C13	25.00'	39.11'	89°38'25"
C14	10.00'	14.80'	84°47'14"
C15	847.00'	2.32'	0°09'26"
C16	482.00'	198.84'	23°38'09"
C17	606.54'	134.42'	12°41'51"
C18	547.00'	233.97'	24°30'28"
C19	503.00'	215.15'	24°30'28"
C20	562.54'	104.09'	10°36'08"
C21	113.00'	118.16'	59°54'51"
C22	15.00'	23.58'	90°03'14"
C23	100.00'	49.86'	28°34'04"
C24	429.00'	192.39'	25°41'40"
C25	775.00'	208.45'	15°24'39"
C26	410.00'	152.43'	21°18'06"
C27	37.00'	38.69'	59°54'51"
C28	15.00'	19.72'	75°20'32"
C29	246.00'	59.95'	13°57'50"



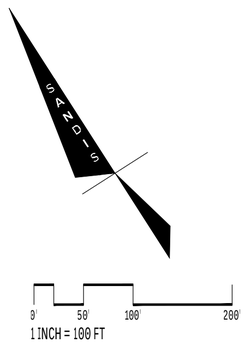
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TRACT 8489

BEING A RESUBDIVISION OF PARCEL "B", PARCEL MAP 3632, FILED JUNE 15, 1982, IN BOOK 135 OF PARCEL MAPS, AT PAGES 2–4 AND PARCEL "A–1", PARCEL MAP 6078, FILED AUGUST 8, 1991 IN BOOK 198 OF PARCEL MAPS AT PAGES 34–36, ALAMEDA COUNTY RECORDS CONSISTING OF EIGHT SHEETS

CITY OF NEWARK COUNTY OF ALAMEDA
STATE OF CALIFORNIA
JULY, 2022



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SHEET 8 – PROPOSED PG&E EASEMENT TO BE DEDICATED BY SEPARATE DOCUMENT (SHOWN FOR INFORMATIONAL PURPOSES ONLY)

LEGEND

SUBDIVISION BOUNDARY LINE	
EASEMENT LINE, EXISTING	
STREET, CENTERLINE	
EXISTING PARCEL LINES	
NEW PARCEL LINES	
NEW EASEMENT LINES	
MONUMENT LINE	
FOUND MONUMENT AS NOTED	◉
SFNF	SEARCHED FOR, NOT FOUND
SET STANDARD CITY OF NEWARK MONUMENT	◎
NAP	NOT A PART

SURVEY REFERENCES

R1) PARCEL MAP 3632 BOOK 135 PARCEL MAPS 2–4
R2) PARCEL MAP 6078 BOOK 198 PARCEL MAPS 34–36
R3) PARCEL MAP 4572 BOOK 161 PARCEL MAPS 71–74
R4) PARCEL MAP 6692 BOOK 211 PARCEL MAPS 81–82
R5) PARCEL MAP 3918 BOOK 137 PARCEL MAPS 23–24

BASIS OF BEARINGS

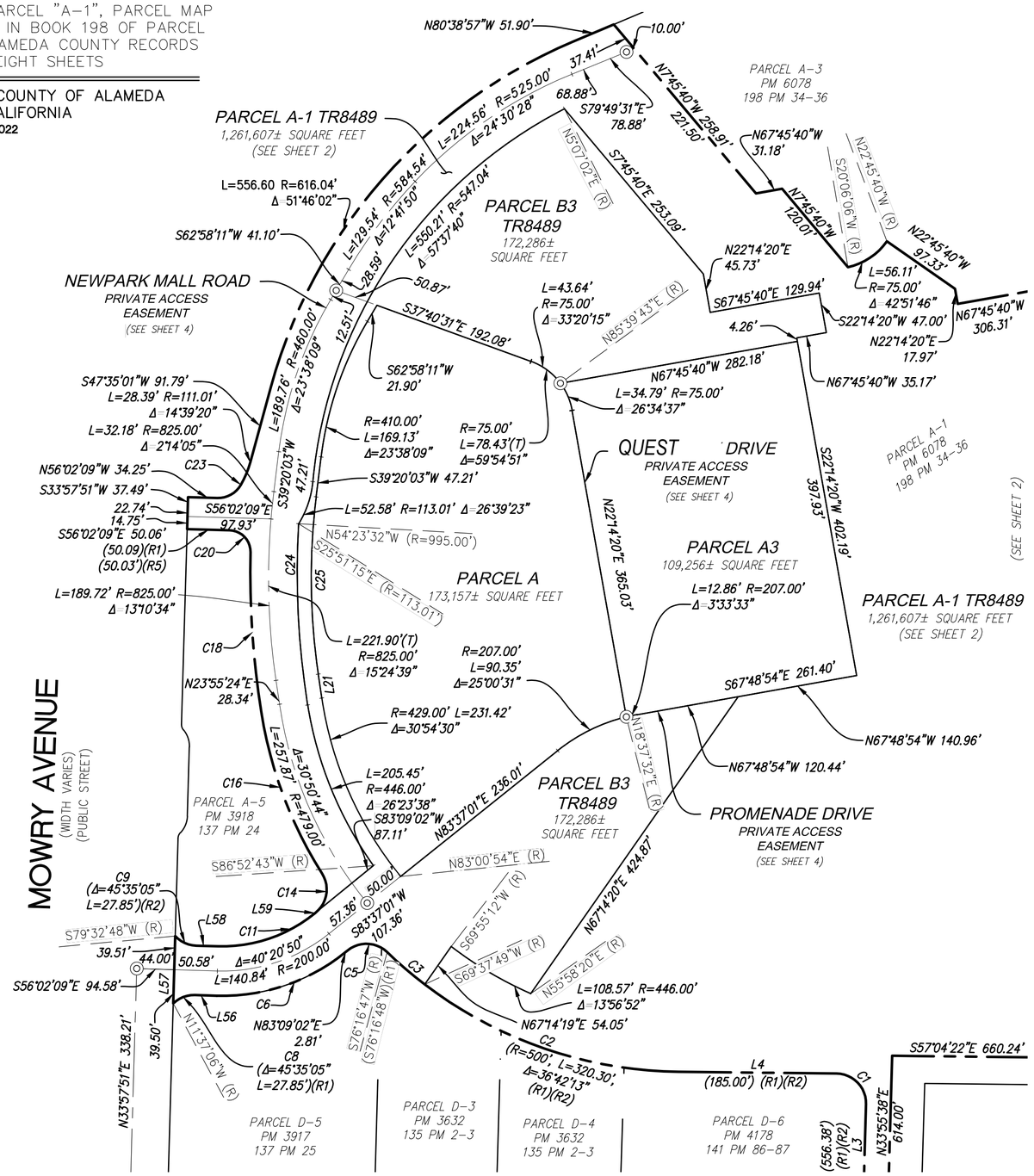
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NOTES

1. ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. THE AREA WITHIN THE DISTINCTIVE BORDER LINE IS 39.40 ACRES, MORE OR LESS.

LINE TABLE		
	BEARING	DISTANCE
L3	N33°55'38"E	556.83'
L4	S57°04'22"E	185.05'
L21	S23°55'24"W	28.34'
L56	S56°02'09"E	25.60'
L57	S33°57'51"W	79.01'
L58	N56°02'09"W	25.60'
L59	S83°09'02"W	1.81'

CURVE TABLE			
	RADIUS	LENGTH	DELTA
C1	35.00'	55.59'	91°00'00"
C2	500.00'	320.29'	36°42'11"
C3	500.00'	58.03'	6°38'58"
C5	35.00'	50.78'	83°07'45"
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C9	35.00'	27.84'	45°34'57"
C11	171.00'	121.81'	40°48'49"
C14	35.00'	50.79'	83°08'33"
C16	501.00'	203.43'	23°15'52"
C18	1045.00'	188.44'	10°19'55"
C20	25.00'	39.11'	89°38'25"
C23	31.00'	33.40'	61°43'30"
C24	990.00'	213.14'	12°20'07"
C25	775.00'	208.45'	15°24'39"



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TRACT 8489

BEING A RESUBDIVISION OF PARCEL "B", PARCEL MAP 3632, FILED JUNE 15, 1982, IN BOOK 135 OF PARCEL MAPS, AT PAGES 2–4 AND PARCEL "A–1", PARCEL MAP 6078, FILED AUGUST 8, 1991 IN BOOK 198 OF PARCEL MAPS AT PAGES 34–36, ALAMEDA COUNTY RECORDS CONSISTING OF EIGHT SHEETS

CITY OF NEWARK COUNTY OF ALAMEDA
STATE OF CALIFORNIA
JULY, 2022

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0' 50' 100' 200'
1 INCH = 100 FT

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LEGEND

SUBDIVISION BOUNDARY LINE
EASEMENT LINE, EXISTING
EXISTING PARCEL LINES
NEW PARCEL LINES
NEW EASEMENT LINES
MONUMENT LINE
FOUND MONUMENT AS NOTED — SEARCHED FOR, NOT FOUND
SFNF
SET STANDARD CITY OF NEWARK MONUMENT — NOT A PART
NAP

SURVEY REFERENCES

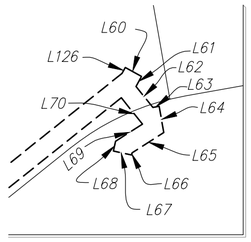
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BASIS OF BEARINGS

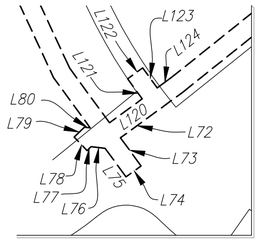
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NOTES

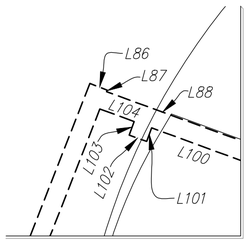
1. ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. THE AREA WITHIN THE DISTINCTIVE BORDER LINE IS 39.40 ACRES, MORE OR LESS.
3. SEE SHEET 7 FOR WATER LINE EASEMENT LINE AND CURVE TABLES.



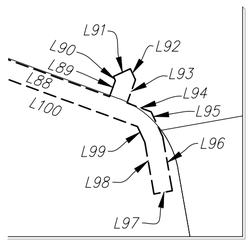
DETAIL "A"
NOT TO SCALE



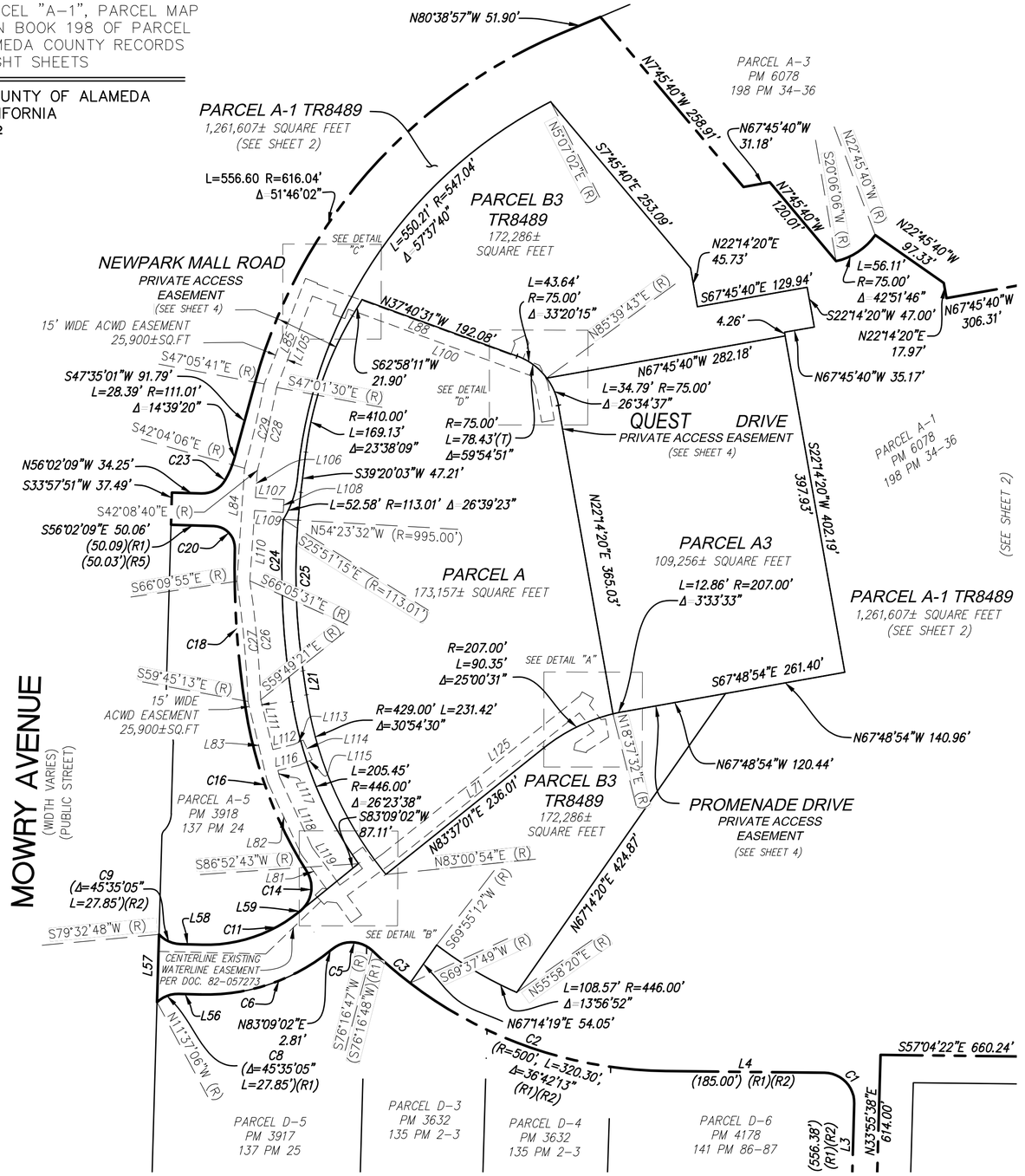
DETAIL "B"
NOT TO SCALE



DETAIL "C"
NOT TO SCALE



DETAIL "D"
NOT TO SCALE



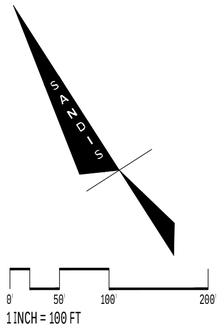
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TRACT 8489

BEING A RESUBDIVISION OF PARCEL "B", PARCEL MAP 3632, FILED JUNE 15, 1982, IN BOOK 135 OF PARCEL MAPS, AT PAGES 2–4 AND PARCEL "A–1", PARCEL MAP 6078, FILED AUGUST 8, 1991 IN BOOK 198 OF PARCEL MAPS AT PAGES 34–36, ALAMEDA COUNTY RECORDS CONSISTING OF EIGHT SHEETS

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L59	S83°09'02"W	1.81'

CURVE TABLE			
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C18	1045.00'	188.44'	10°19'55"
C20	25.00'	39.11'	89°38'25"
C23	31.00'	33.40'	61°43'30"
C24	990.00'	213.14'	12°20'07"
C25	775.00'	208.45'	15°24'39"

ACWD LINE TABLE		
	BEARING	DISTANCE
L60	S28°52'59"E	15.00'
L61	S61°07'01"W	9.23'
L62	S06°22'59"E	21.76'
L63	S67°39'21"E	5.17'
L64	S22°14'29"W	21.50'
L65	S89°44'27"W	30.45'
L66	S44°44'27"W	1.83'
L67	N45°15'33"W	15.00'
L68	N44°44'27"E	8.04'
L69	N89°44'27"E	25.76'
L70	N06°22'59"W	27.30'
L71	S83°37'01"W	281.94'
L72	S86°08'30"W	61.97'
L73	S03°51'30"E	28.15'
L74	S86°08'30"W	15.00'
L75	N03°51'30"W	28.65'
L76	N51°22'59"W	11.43'
L77	S78°33'45"W	4.50'
L78	N11°26'15"W	15.00'
L79	N78°33'45"E	11.50'
L80	S51°22'59"E	4.70'
L81	N03°51'30"W	50.21'
L82	N07°23'30"E	92.81'
L83	N18°38'30"E	96.06'
L84	N36°09'36"E	132.02'
L85	N53°40'41"E	132.04'
L86	S36°19'19"E	15.00'
L87	S53°40'41"W	1.32'
L88	S37°40'31"E	240.19'
L89	N52°19'29"E	13.71'
L90	N07°19'29"E	3.68'
L91	S82°40'31"E	15.00'
L92	S07°19'29"W	9.89'
L93	S52°19'29"W	19.92'
L94	S37°40'31"E	20.66'

ACWD LINE TABLE		
	BEARING	DISTANCE
L95	S07°19'29"W	22.25'
L96	S22°11'13"W	44.27'
L97	N67°45'40"W	15.00'
L98	N22°11'13"E	42.30'
L99	N07°19'29"E	14.08'
L100	N37°40'31"W	225.52'
L101	S52°19'29"W	11.63'
L102	N37°40'31"W	15.00'
L103	N52°19'29"E	11.63'
L104	N37°40'31"W	29.46'
L105	S53°40'41"W	114.30'
L106	S36°09'36"W	31.80'
L107	S53°50'24"E	33.35'
L108	S36°09'36"W	15.00'
L109	N53°50'24"W	33.35'
L110	S36°09'36"W	82.06'
L111	S18°38'30"W	59.71'
L112	S71°21'30"E	25.19'
L113	S82°59'10"E	11.89'
L114	S07°28'32"W	25.09'
L115	N81°26'29"W	15.86'
L116	N71°21'30"W	26.07'
L117	S18°38'30"W	8.36'
L118	S07°23'30"W	89.86'
L119	S03°51'30"E	54.56'
L120	N86°08'30"E	32.71'
L121	N03°51'30"W	19.99'
L122	N86°08'30"E	15.00'
L123	S03°51'30"E	19.99'
L124	N86°08'30"E	13.93'
L125	N83°37'01"E	294.28'
L126	N61°07'01"E	5.55'

ACWD CURVE TABLE			
	RADIUS	LENGTH	DELTA
C26	1271.88'	139.18'	6°16'11"
C27	1256.88'	140.65'	6°24'42"
C28	1165.05'	99.24'	4°52'49"
C29	1150.05'	100.89'	5°01'35"

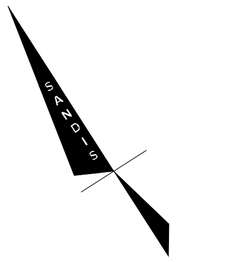
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TRACT 8489

BEING A RESUBDIVISION OF PARCEL "B", PARCEL MAP 3632, FILED JUNE 15, 1982, IN BOOK 135 OF PARCEL MAPS, AT PAGES 2–4 AND PARCEL "A–1", PARCEL MAP 6078, FILED AUGUST 8, 1991 IN BOOK 198 OF PARCEL MAPS AT PAGES 34–36, ALAMEDA COUNTY RECORDS CONSISTING OF EIGHT SHEETS

CITY OF NEWARK COUNTY OF ALAMEDA
STATE OF CALIFORNIA
JULY, 2022



SHEET INDEX:

SHEET 1 – CERTIFICATION SHEET
SHEET 2 – PROPOSED PARCEL A1 & EXISTING MONUMENTATION
SHEET 3 – PROPOSED PARCEL A, A3, B–3 & PROPOSED EMERGENCY VEHICLE ACCESS EASEMENT
SHEET 4 – PROPOSED PARCEL A, A3, B–3 & PROPOSED PRIVATE ACCESS EASEMENT
SHEET 5 – PROPOSED MONUMENTATION
SHEET 6 – PROPOSED ACWD EASEMENT TO BE DEDICATED BY SEPARATE DOCUMENT
SHEET 7 – PROPOSED ACWD EASEMENT LINE AND CURVE TABLES
SHEET 8 – PROPOSED PG&E EASEMENT TO BE DEDICATED BY SEPARATE DOCUMENT (SHOWN FOR INFORMATIONAL PURPOSES ONLY)

LEGEND

SUBDIVISION BOUNDARY LINE
EASEMENT LINE, EXISTING
EXISTING PARCEL LINES
NEW PARCEL LINES
NEW EASEMENT LINES
MONUMENT LINE
FOUND MONUMENT AS NOTED
SFNF — SEARCHED FOR, NOT FOUND
SET STANDARD CITY OF NEWARK MONUMENT
NAP — NOT A PART

SURVEY REFERENCES

R1) PARCEL MAP 3632 BOOK 135 PARCEL MAPS 2–4
R2) PARCEL MAP 6078 BOOK 198 PARCEL MAPS 34–36
R3) PARCEL MAP 4572 BOOK 161 PARCEL MAPS 71–74
R4) PARCEL MAP 6692 BOOK 211 PARCEL MAPS 81–82
R5) PARCEL MAP 3918 BOOK 137 PARCEL MAPS 23–24

BASIS OF BEARINGS

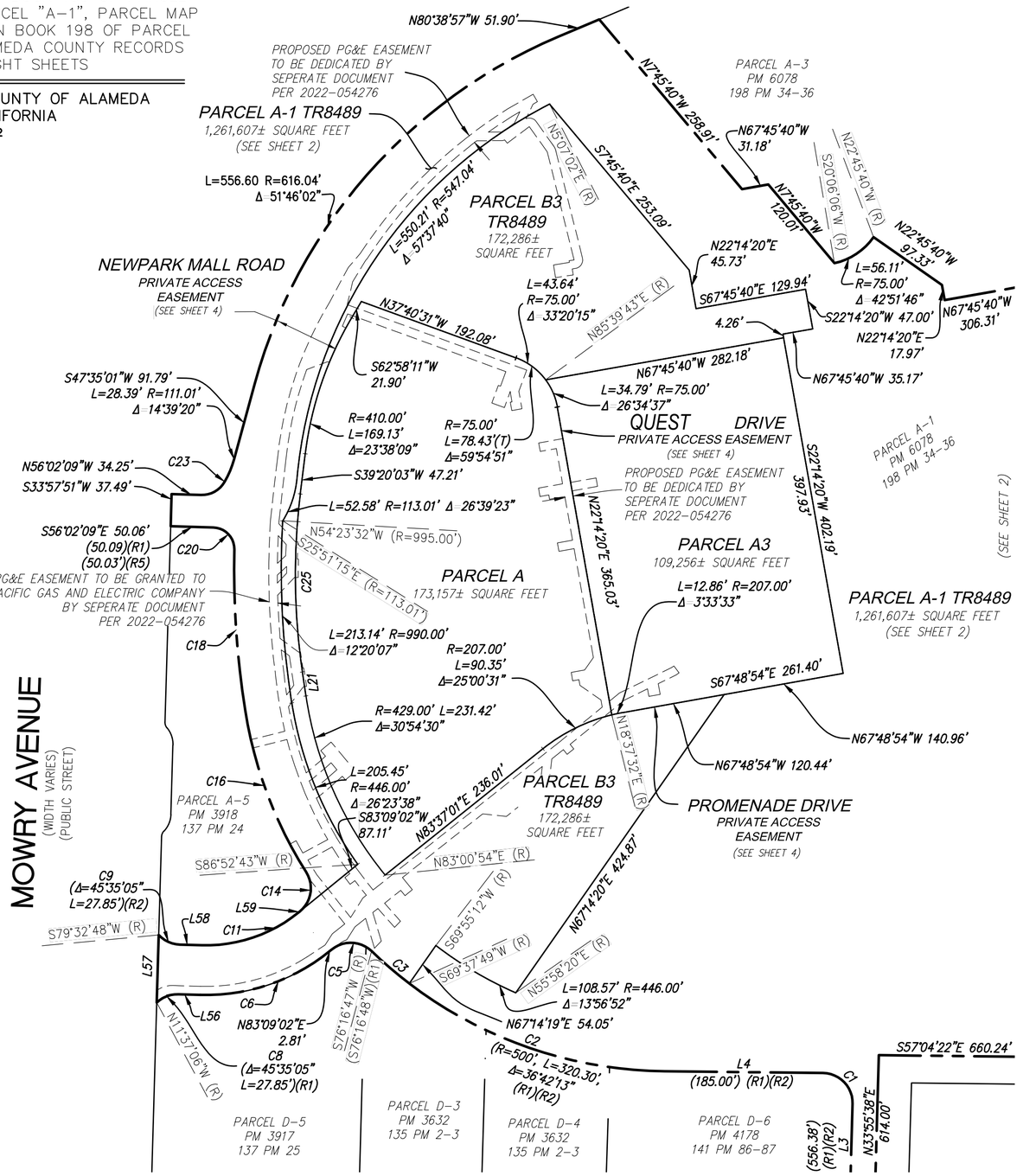
THE BEARING OF NORTH 57°04'22" WEST ESTABLISHED BETWEEN FOUND MONUMENTS ALONG CEDAR BOULEVARD AS SHOWN ON THAT CERTAIN PARCEL MAP NO.3632 FILED IN BOOK 135 AT PAGES 2–4 OF PARCEL MAPS WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

NOTES

1. ALL DISTANCES AND DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. THE AREA WITHIN THE DISTINCTIVE BORDER LINE IS 39.40 ACRES, MORE OR LESS.
3. PROPOSED EASEMENTS SHOWN ON THIS SHEET ARE BEING DEDICATED BY A SEPERATE INSTRUMENT AND ARE SHOWN HEREON FOR INFORMATIONAL PURPOSES ONLY.

LINE TABLE		
	BEARING	DISTANCE
L3	N33°55'38"E	556.83'
L4	S57°04'22"E	185.05'
L21	S23°55'24"W	28.34'
L56	S56°02'09"E	25.60'
L57	S33°57'51"W	79.01'
L58	N56°02'09"W	25.60'
L59	S83°09'02"W	1.81'

CURVE TABLE			
	RADIUS	LENGTH	DELTA
C1	35.00'	55.59'	91°00'00"
C2	500.00'	320.29'	36°42'11"
C3	500.00'	58.03'	6°38'58"
C5	35.00'	50.78'	83°07'45"
C6	229.00'	163.12'	40°48'49"
C8	35.00'	27.84'	45°34'57"
C9	35.00'	27.84'	45°34'57"
C11	171.00'	121.81'	40°48'49"
C14	35.00'	50.79'	83°08'33"
C16	501.00'	203.43'	23°15'52"
C18	1045.00'	188.44'	10°19'55"
C20	25.00'	39.11'	89°38'25"
C23	31.00'	33.40'	61°43'30"
C25	775.00'	208.45'	15°24'39"



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CITY OF NEWARK
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT 8489

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

RECITALS

A. In accordance with the Subdivision Map Act (California Government Code Sections 66410, *et seq.*), and the Subdivision Ordinance (Newark Municipal Code, Title 16, Chapters 16.04, 16.08, 16.12, 16.16, 16.20, and 16.32), and the Street Ordinance (Newark Municipal Code, Title 12, Chapters 12.04 and 12.08), the Developer has submitted to the City a Final Map (hereinafter "Final Map") for Project known as Tract 8489 at 2086 NewPark Mall Road in Newark, California (hereinafter "Project").

B. The Project is geographically located within the boundaries of the Tentative Tract Map known as "Vesting Tentative Tract Map 8489". The Tentative Map is on file with the City Engineer, and is incorporated herein by reference.

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

D. Improvement Plans and Specifications have been prepared on behalf of the Developer, and approved by the City Engineer, which describe the improvements which are required to be constructed by the Developer. The term "Plans and Specifications" shall include 67 sheets of improvement plans titled Tract 8489 Improvement Plans," approved by the City Engineer on 06/21/2022. The Plans and Specifications are on file with the City Engineer, and are incorporated herein by reference.

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

1. **SCOPE OF WORK.** The Developer shall perform, or cause to be performed, the Work described in the Plans and Specifications and the Conditions (hereinafter "Work"), to the satisfaction of the City Engineer. The Work shall be performed, and all materials and labor shall be provided, at the

Developer's sole cost and expense. No change shall be made to the Scope of Work unless authorized in writing by the City Engineer.

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

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

4. **IMPROVEMENT SECURITY.** The Developer shall furnish faithful performance and labor and material security concurrently with the execution of this Agreement by the Developer, and prior to the commencement of any Work. The Developer shall furnish warranty security prior to the City's acceptance of the Work. The form of the security shall be as authorized by the Subdivision Map Act (including Government Code Sections 66499, *et seq.*) and the Newark Municipal Code, and as set forth below:
   - **4(a). Faithful Performance.** Performance Bonds in the amount of $3,700,000 to secure faithful performance of this Agreement (until the date on which the City Council accepts the Work as complete) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.
   - **4(b). Labor and Material.** Materials Bonds in the amount of $1,850,000 to secure payment by the Developer to laborers and materialmen pursuant to Government Code Sections 66499.2, 66499.3, and 66499.4.
   - **4(c). Warranty.** Performance Bonds in the amount of $370,000 to secure faithful performance of this Agreement (from the date on which the City accepts the Work as complete until one year thereafter) pursuant to Government Code Sections 66499.1, 66499.4, and 66499.9.

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

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

6(a). Minimum Insurance Levels. Developer shall maintain or cause to be maintained insurance at the following minimum levels:

6(a)(1). Commercial General Liability (with coverage at least as broad as ISO form CG 00 01 01 96) coverage in an amount not less than $5,000,000 general aggregate and $2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage. Required limits may be satisfied by primary and umbrella/excess policy limits.

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

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

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

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

6(c)(1). For the commercial general liability insurance, the City (including its elected officials, employees, volunteers, and agents)

shall be named as additional insured, and the policy shall be endorsed with a form at least as broad as ISO form CG 20 10 11 85.
6(c)(2). Developer's insurance is primary to any other insurance available to the City with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be excess of the Developer's insurance and shall not contribute with it.
6(c)(3). Developer's insurance will not be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the City. During the term of this Agreement, Consultant will not materially alter any of the policies or reduce any of the levels of coverage afforded by its insurance policies.
6(c)(4). Maintenance of proper insurance coverage in conformity with this Section 6 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

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

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

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

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

9(a). Commencement of Work. No later than five (5) business days prior to the commencement of Work, the Developer shall provide written notice to the City Engineer of the date on which the Developer shall commence Work. The Developer shall not commence Work until after the notice required by this section is properly provided, and the Developer shall not commence Work prior to the date specified in the written notice.

9(b). Schedule of Work. Concurrently with the written notice of commencement of Work, the Developer shall provide the City with a written schedule of Work, which shall be updated in writing as necessary, but in no event no more than once every three months, to accurately reflect the Developer's prosecution of the Work.

9(c). Completion of Work. The Developer shall complete all Work by no later than thirty-six (36) months after the City's execution of this Agreement.

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

11. **DEFAULT.** If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten (10) business days of the notice. If: (a) the defaulting party fails to cure the default within ten (10) business days of the notice, or, (b) if more than ten (10) business days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.

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

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

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

13. **WARRANTY PERIOD.** The Developer shall warrant the quality of the Work, in accordance with the terms of the Plans and Specifications, for a period of one year after acceptance of the Work by the City. In the event that (during the one year warranty period) any portion of the Work is determined by the City Engineer to be defective as a result of an unfulfilled obligation of the Developer under this Agreement, the Developer shall cause the repair or reconstruction of the Work or be in default if the same is not cured within the applicable cure period as provided in Section 11.

14. **RELATIONSHIP BETWEEN THE PARTIES.** Developer is, and at all times

shall remain, an independent contractor solely responsible for all acts of its employees, agents, contractors, or subcontractors, including any negligent acts or omissions. Developer is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Developer.

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

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

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

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

To: Brookfield Properties Development LLC
Attn: Amy Arentowicz
3200 Park Center Drive
Suite 1000
Costa Mesa, CA 92626

TO: Burke, Williams & Sorensen, LLP
Attn: Anna Shimko
101 Howard Street
Suite 404
San Francisco, CA 94105-1610

18. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

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

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

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

22. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Developer's duties be delegated, without the written consent of the City. Developer shall be permitted to assign this agreement to an entity that purchases the Property after providing notice and a copy of an agreement whereby such purchaser assumes all of Developer's obligations hereunder subject to obtaining a written consent from City, which consent shall not be unreasonably withheld. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

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

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

25. **CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or

any documents expressly incorporated, the terms and conditions of this Agreement shall control.

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

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

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

Brookfield Properties Development, LLC,
As agent for Newpark Mall Phase A Development, LLC

By: _____
Its: Authorized Signatory
Title: SVP Development

CITY OF NEWARK,
a municipal corporation

By: _____
Alan L. Nagy, Mayor

ATTEST:

_____
Sheila Harrington, City Clerk

APPROVED AS TO FORM:

_____
Kristopher Kokotaylo, City Attorney

3884089.1

SUBDIVISION

Bond #285053423

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Newpark Mall Phase A Development, LLC, a Delaware limited liability company, as Principal, hereinafter called the "CONTRACTOR", and Liberty Mutual Insurance Company, as Surety, are held and firmly bound unto CITY OF NEWARK, State of California in the sum of Three Million Seven Hundred Thousand ($3,700,000) Dollars, lawful money of the United States of America for the payment of which sum, well and truly, to be made to said City of Newark, we and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 25 day of August, 2022

The condition of the above obligation is such that whereas, the above named Contractor entered into an agreement of even date herewith, with the said City of Newark, State of California, by the terms and conditions of which said agreement, said Contractor agrees to: dedicate and improve Tract 8489, City of Newark, Alameda County, including portions of Mowry Avenue, Promenade Drive, Newpark Mall Road, Quest Drive, and all associated improvements, and furnish all the work and material necessary therefor, in accordance with the plans and specifications now on file in the Office of the City Clerk and the City Engineer, as will more fully appear by reference to the said agreement, which said agreement is hereunto annexed and made a part hereof;

NOW THEREFORE, if the above named Contractor shall well and truly carry out, execute and perform all things by them to be carried out, executed and performed, according to the terms and conditions of said agreement, then this obligation shall become null and void; otherwise to remain in full force and effect.

No alteration of any provisions of said agreement or in said plan and/or specifications, agreed to between the said contractor and the said First Party, shall operate to relieve any surety or sureties from liability on this Bond, and consent to make such alterations without further notice to, or consent by, such surety is hereby given, and the said surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

CONTRACTOR:

Brookfield Properties Development LLC, as agent for
Newpark Mall Phase A Development LLC

By: _____

Name: ADRIAN FOLEY

Title: PRESIDENT / COO

SURETY:

Liberty Mutual Insurance Company

By: Todd A Stein

Name: Todd A. Stein

Title: Attorney-in-fact

SURETY: Liberty Mutual Insurance Company

Office Address: 175 Berkeley Street

City Boston State MA Zip 02116

Phone: (312) 454-7763

SURETY AGENT: Brunswick Companies

Home Office Address: 5309 Transportation Blvd

City Cleveland State OHIO Zip 44125

Phone: (330) 686-8080

Bond #285053423

SUBDIVISION

MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Newpark Mall Phase A Development, LLC, a Delaware limited liability company, as Principal, hereinafter called the "CONTRACTOR", has this day, entered into an agreement with the City of Newark, State of California, to dedicate and improve Tract 8489, City of Newark, Alameda County, including portions of Mowry Avenue, Promenade Drive, Newpark Mall Road, Quest Drive, and all associated improvements as per the plans and specifications thereof now on file in the office of the City Clerk and the City Engineer of Newark, and to perform all the work and furnish all materials, in accordance with the specifications therefor, as is more fully set forth in said agreement, which said agreement is hereunto annexed and made a part hereof; and

WHEREAS, Chapter 3 of Division 5 of Title 1 of the Government Code of the State of California and Acts amendatory thereof, require such contractors to file with the body by whom such agreement was awarded a good and sufficient bond to secure the claims to which reference is made in said Code and these presents.

WITNESSETH: That the said Contractor and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto all material men who may furnish material or supplies to the said Contractor, for the said work contracted to be done, and all mechanics and laborers who may perform work and labor of any kind or nature and for amounts due under the Unemployment Insurance Act of the State of California with respect to such work or labor in the sum of One Million Eight Hundred Fifty Thousand ($1,850,000) Dollars, lawful money of the United States of America, being not less than one half of the total amount payable by the terms of said agreement, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

Sealed with our seals and dated this 25 day of August, 2022.

The condition of the above obligation is such that if the said Contractor in said agreement, or his subcontractor, shall fail to pay for any materials, provisions, prevender or other supplies, or teams, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for any amounts due under the Unemployment Insurance Act of the State of California with respect to such work or labor, the said surety will pay the same, in an amount not to exceed said sum hereinbefore specified and, also in case suit is brought upon such bond, a reasonable attorney's fee, to be fixed by the Court, provided that said claim or claims shall be filed and proceedings had, regarding the same, as provided for by the terms of said Code; otherwise this bond shall be null and void.

No alteration of any provision of said agreement or in said plans or specifications agreed to between the said Contractor and the said first party shall operate to relieve any surety or sureties from liability on this bond, and consent to make such alterations is hereby given, and the said surety hereby waives the provisions of Section 2819 of the Civil Code of the State of California.

CONTRACTOR:

Brookfield Properties Development LLC, as agent for
Newpark Mall Phase A Development LLC

By: _____

Name: ADRIAN FOLEY

Title: PRESIDENT / COO

SURETY:

Liberty Mutual Insurance Company

By: _____

Name: Todd A. Stein

Title: Attorney-in-fact

SURETY: Liberty Mutual Insurance Company

Office Address: 175 Berkeley Street

City Boston State MA Zip 02116

Phone: (312) 454-7763

SURETY AGENT: Brunswick Companies

Home Office Address: 5309 Transportation Blvd

City Cleveland State OH Zip 44125

Phone: (330) 686-8080

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8205846-973923

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jeff McQuate; Mark Levinson; Todd A. Stein

all of the city of Cleveland state of OH each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of June, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25 day of August, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Bond # 285053423

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____ } ss

On the _____ day of _____, 20 ____, before me,

a Notary Public within and for said county, personally appeared, _____

to me known to be the person (s) described in and who executed the foregoing instrument, as Principal (s), and acknowledged to me that they executed the same as their free act and deed.

_____

Notary Public _____

County, _____

(Notarial Seal) My commission expires _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____

COUNTY OF _____ } ss

On the _____ day of _____, 20 ____, before me,

personally appeared _____

to me known, who being by me duly sworn, did depose and say: that he resides in _____ and

that he is the _____ of the _____

the corporation described in and which executed the foregoing instrument: that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation: and that he signed his name thereto by like order.

_____

Notary Public _____

County, _____

My Commission expires _____

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Ohio

COUNTY OF Cuyahoga } ss

On the 25 day of August, 2022, before me,

appeared Todd A. Stein

to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney-in-fact of the surety company; that the seal affixed to the foregoing instrument is the corporate seal of the surety company, and that said instrument was signed and sealed in behalf of the surety company by the aforesaid officer, by authority of its board of directors: and the aforesaid officer acknowledged said instrument to be the free act and deed of the surety company.

NOTARY PUBLIC STATE OF OHIO

RUTH M PELL
Notary Public
State of Ohio
My Comm. Expires
November 1, 2026

Ruth M. Pell

Notary Public Ruth M. Pell

County, Cuyahoga

(Notarial Seal) My commission expires 11/1/2026

No. 2131

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

AMENDED

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

LIBERTY MUTUAL INSURANCE COMPANY

of BOSTON, MASSACHUSETTS *, organized under the laws of* MASSACHUSETTS *, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:* FIRE, MARINE, SURETY, DISABILITY, PLATE GLASS, LIABILITY, WORKMEN'S COMPENSATION, COMMON CARRIER LIABILITY, BOILER AND MACHINERY, BURGLARY, CREDIT, SPRINKLER, TEAM AND VEHICLE, AUTOMOBILE, AIRCRAFT and MISCELLANEOUS

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the* 15TH *day of* NOVEMBER, 1961, *I have hereunto set my hand and caused my official seal to be affixed this* 15TH *day of* NOVEMBER, 1961.

F. BRITTON McCONNELL
Insurance Commissioner

By _____
Deputy

Liberty Mutual SURETY

LIBERTY MUTUAL INSURANCE COMPANY

FINANCIAL STATEMENT — DECEMBER 31, 2021

Assets	
Cash and Bank Deposits	$2,234,770,744
*Bonds — U.S Government	4,250,615,811
*Other Bonds	16,983,165,862
*Stocks	20,075,458,019
Real Estate	182,250,567
Agents' Balances or Uncollected Premiums	7,607,687,836
Accrued Interest and Rents	120,173,987
Other Admitted Assets	14,076,622,575
Total Admitted Assets	**$65,530,745,401**

Liabilities		
Unearned Premiums		$9,106,965,847
Reserve for Claims and Claims Expense		25,279,158,493
Funds Held Under Reinsurance Treaties		315,537,902
Reserve for Dividends to Policyholders		1,726,291
Additional Statutory Reserve		139,634,000
Reserve for Commissions, Taxes and Other Liabilities		8,638,106,801
Total		**$43,481,129,334**
Special Surplus Funds	$178,192,363	
Capital Stock	10,000,075	
Paid in Surplus	11,804,736,755	
Unassigned Surplus	10,056,686,874	
Surplus to Policyholders		**22,049,616,067**
Total Liabilities and Surplus		**$65,530,745,401**

LIBERTY MUTUAL INSURANCE COMPANY INCORPORATED 1912 MASSACHUSETTS

* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2021, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2022.

T A Mikolajewski

Assistant Secretary

S-1262LMIC/a 3/22

STAFF REPORT

Item D. 5.

DATE	10/27/2022
TO	Honorable Mayor and City Council Members
FROM	Jolie Macias, Captain
SUBJECT	Adopt a resolution authorizing the City Manager to execute a contractual services agreement with All City Management Services, Inc. to provide crossing guard services at intersections near schools that are within the jurisdiction of the Newark Unified School District

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council approve a resolution authorizing the City Manager to execute a contractual services agreement (CSA) with All City Management Services, Inc. (ACMS) to provide crossing guard services for Newark Unified School District (NUSD) schools for the 2022-2023 school year.

BACKGROUND

The City of Newark has maintained an agreement with ACMS to provide for school crossing guard services at Newark Unified School District schools since August 2011. On August 25, 2021, the City approved an amendment agreement for the extension of school crossing guard service through June 30, 2022. The NUSD 2022-2023 school year began on August 10, 2022, for in person student attendance. Although crossing guard services were provided, a renewal of the crossing guard services agreement was not executed prior to the beginning of the 2022/2023 school year due to an inadvertent administrative oversight. The attached updated agreement with ACMS for the 2022-2023 school year commenced on July 1, 2022, and ends June 30, 2023.

DISCUSSION/ANALYSIS

According to ACMS, as a result of the COVID-19 pandemic, high staff turnover has resulted in increased wages which have also been necessary to address inflation and competitive wages offered in similar markets. Over the past several years, ACMS experienced a tremendous growth in advertising and recruitment costs, which has contributed to the increase in billing rates. This year, ACMS crossing guard hourly rate of $28.56 will increase by 12% to $32.08 for the 2022-2023 school year. The projected and "not to exceed" amount" listed in the service agreement to provide school crossing guard services this school year is $141,473.00. This is an increase from the 2021-2022 agreement that had a "not to exceed" amount of $124,000.

FISCAL IMPACT

Funding for this service agreement in the amount of $141,473.00 in General Fund was included in the fiscal year 2022/2023 Police Department budget for the purpose of providing crossing guard services to the Newark Unified School District.

REVIEW AND APPROVAL

Prepared by - Gina L. Anderson, Chief of Police
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

ACMS CSA 2022-2023
Crossing Guard Resolution



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated July __, 2022 and is between the CITY OF NEWARK (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on or around August 10, 2022 and ends on June 30, 2023 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the City. Contractor shall update City weekly as to personnel ready to deploy. City agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.

2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.

3. The City’s representative in dealing with the Contractor shall be designated by the City of Newark.

4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.

5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.

6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws and codes of the State of California and the City of Newark.

7. Persons provided by the Contractor as Crossing Guards shall be trained in the laws and codes of the State of California and the City of Newark in which the Services (as defined below) are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.

10. **INSURANCE.** Contractor 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 Contractor, his agents, representatives, subcontractors, or employees.

A. Verification of Coverage.

Contractor shall furnish City with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences.

Proof of Insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the City Risk Manager:

CITY OF NEWARK
Attn: Risk Manager
37101 Newark Boulevard
Newark, CA 94560

City reserves the right to require and obtain complete, certified copies of all required insurance policies and endorsements at any time. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Contractor 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 Form Number CG 00 01 covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury; and

2. Insurance Services Office Form Number CA 00 01 covering Code 1, (any auto), or Code 8 (hired) and Code 9 (non-owned) if Contractor has no owned autos; and

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance; and

C. Minimum Limits of Insurance.

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

Contractor shall maintain limits no less than:

1. General Liability: (including products and completed operations, property damage, bodily injury, and personal and advertising injury)	**$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, 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.

D. Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City Risk Manager. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, contractors, agents, and volunteers, or (2) Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City Risk Manager or designee.

E. Claims Made Policies.

For all "claims made" coverage, in the event that Contractor changes insurance carriers Contractor 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 Contractor changes to a new carrier.

F. Wasting Policies.

No policy required by this Section 10 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 Contractor 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 Contractor'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 Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor 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 the City Risk Manager. All insurance companies providing coverage to Contractor 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.

I. Other Insurance Provisions.

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

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

2. Primary Coverage. For any claims related to Services, Contractor'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 Contractor's insurance and shall not be contribute with it. Contractor's policy will not seek contribution from the City's insurance or self insurance.

3. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled during the term of this Agreement without notice to City.

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. Deductibles and Self-Insured Retentions (SIR). All deductibles and self-insured retentions must be disclosed to the City Risk Manager for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

6. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall require and verify separate certificates and endorsements have been obtained for each subcontractor. All coverages for subcontractors 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, and volunteers for losses arising from work performed by Contractor for City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this Section 10 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 City Risk Manager 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".

11. **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, Contractor shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Contractor 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 Contractor's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

12. **INDEMNIFICATION/SAVE HARMLESS.** To the fullest extent permitted by law, the Contractor shall: (1) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Contractor's performance of Services, or any negligent or wrongful act or omission of Contractor or Contractor'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. If it is finally adjudicated that liability was caused by the comparative negligence or willful misconduct of an indemnified party, Contractor'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 Contractor's duty to indemnify. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City (such approval not to be unreasonably withheld or conditioned) immediately upon tender to Contractor 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 negligence or willful misconduct by an indemnified party does not relieve the Contractor 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 Contractor 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 negligence or sole willful misconduct of an indemnified party, Contractor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs arising from the representation of such independent defense counsel.

The review, acceptance or approval of Contractor's work or work product by any indemnified party shall not affect, relieve or reduce Contractor'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.

Contractor/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

13. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

14. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the City.

15. The City agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-two Dollars and Eight Cents **($32.08)** per hour, per Crossing Guard during the term. Based on a minimum of eight (8) sites and upon a projected (4,410) hours of service the cost shall not exceed One Hundred Forty-one Thousand, Four Hundred and Seventy-three Dollars ($141,473.00) per year, unless Contractor fails to perform service.

16. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.

17. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide City with 60 days-notice of its request to increase pricing. City agrees to review and respond to said notice within 30 days of receipt. In no event shall the "not to exceed" amount of this Agreement exceed One Hundred Forty-one Thousand, Four Hundred and Seventy-three Dollars ($141,473.00) per year unless amended pursuant to the terms of this Agreement.

18. The City shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.

19. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party

was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

CITY	**CONTRACTOR**
City of Newark	**All City Management Services, Inc.**
By_____	By_____
Signature	D. Farwell, Corporate Secretary
_____	
Print Name and Title	
Date_____	Date_____

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AN AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR SCHOOL CROSSING GUARD SERVICES IN AN AMOUNT NOT TO EXCEED $141,473; AUTHORIZING A SINGLE-SOURCE EXEMPTION TO THE CITY'S FORMAL BIDDING REQUIREMENTS

WHEREAS, the City of Newark is committed to school safety and has maintained a partnership with the Newark Unified School District; and

WHEREAS, critical to this partnership is continuing the pedestrian safety of students and community members surrounding Newark Unified School District schools; and

WHEREAS, the City finds that the scope of services described in the Agreement continue to be necessary to enhance safety of school students through school crossing guard services at intersections near Newark schools; and

WHEREAS, All City Management Services, Inc. is the only of school crossing guard services sought that can maintain necessary staffing levels; and

WHEREAS, pursuant to the City of Newark Purchasing Rules and Regulations, Section 10.b, formal bidding procedures shall not apply in the event that the City Council makes certain findings and declarations; and

WHEREAS, the City Council, having reviewed and considered the facts related to the purchase of subscription services from All City Management Services, Inc., finds and declares, as set forth below, and as required by the Purchasing Rules and Regulations, that:

1. Formal bids would work an incongruity and would be unavailing in affecting the final results since there is one vendor to provide the necessary staffing as required by the City, and therefore there is no comparable competitive service for which a competitive bid could have been provided; and

2. Formal bids would not produce any advantage to the City since, as stated above, a formal bid would produce only one vendor for the desired service; and

WHEREAS, as described above in this Resolution, this proposed agreement with All City Management Services, Inc. is exempt from formal bidding as a sole-source exemption.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that all the foregoing recitals are true and correct and are hereby incorporated as though fully set forth herein.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with All City Management Services, Inc., in the not-to-exceed amount of $141,473, for school crossing guard services.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the City Manager to take all actions necessary to effectuate the intent of this Resolution.

STAFF REPORT

Item D. 6.

DATE	10/27/2022
TO	Honorable Mayor and City Council Members
FROM	Brett Oeverndiek, Administrative Analyst
SUBJECT	Adopt a resolution authorizing a 3.7% increase to the solid waste collection, recycling and organics services maximum rates for Calendar Year 2023

SUMMARY AND RECOMMENDATION

Republic Services, Inc. provides the City of Newark's solid waste collection, recycling and organics collection services and BLT Enterprises of Fremont, LLC provides the City's waste transfer services. The City's agreements with Republic Services and BLT Enterprises include an annual rate adjustment provision based on a prescribed index-based methodology. Maximum rate limits are set annually by the City using this methodology, with final rates determined by Republic Services. The total proposed rate increase is 3.7% and would be effective January 1, 2023.

Staff recommends that the City Council, by resolution, authorize a 3.7% increase to the maximum limit for rates for solid waste collection, recycling and organics services for Calendar Year 2023.

BACKGROUND

The City of Newark has a contract with Republic Services, Inc. to provide the City's solid waste collection, recycling and organics collection services. This is a 10-year agreement that was signed in 2013. The City also has a contract with BLT Enterprises of Fremont, LLC to provide the City's waste transfer services. This is a 30-year contract that was signed in 2007. The City's agreements with Republic Services and BLT Enterprises include an annual rate adjustment provision. This annual adjustment is called the index-based adjustment and involves applying prescribed formulas to calculate rate adjustments due to changes in specific indices. These indices include: (1) A Consumer Price Index (CPI) for Garbage and Trash Collection, which was 4.88% for the period between August 2021 and August 2022; (2) A Compressed Natural Gas Service Index which was 14.97% for the same period; and (3) An increase of the disposal costs at the Fremont Transfer Station (BLT), which is estimated at 0.8% for this rate period.

The contract with Republic Services expires in May 2023. Staff will be bringing forward recommendations for solid waste collection, recycling and organics collection services at an upcoming City Council meeting.

DISCUSSION/ANALYSIS

Maximum rate limits are set annually by the City using the index-based adjustment methodology, with the final rate determined by Republic Services. The total proposed rate increase, after applying the current rate indices listed above, is 3.7%. The proposed rate will be effective on January 1, 2023. Last year's rate increase using the same methodology was 3.3%. The prior year's rate increase from 2020 to 2021 was 2.8%.

The attachment, "New Exhibit L," shows proposed rates for 2023. The majority of residential households (approximately 75%) subscribe to the 32-gallon cart size and will see an increase of $1.36 per month. Approximately 33% of commercial customers use a 3-yard bin. For once-a-week pick-up service, the proposed increase is $14.61 per month. Below is a sample of the difference between the 2022 and 2023 rates:

Service	2022 Rates	2023 Rates	Proposed Increase
Residential 32-Gallon Cart	$36.83	$38.19	$1.36
Residential 64-Gallon Cart	$65.23	$67.64	$2.41
Commercial 3 Yd/ 1 per week	$394.85	$409.46	$14.61
Commercial 2 Yd/ 2 per week	$569.73	$590.81	$21.08

The maximum limit for rates for solid waste collection, recycling and organics services for Calendar Year 2023 are based on the proposed rate increase of 3.7% over Calendar Year 2022.

FISCAL IMPACT

The maximum rate adjustment for Calendar Year 2023 has no direct fiscal impact on the City of Newark's budget.

REVIEW AND APPROVAL

Prepared by - Brett Oeverndiek, Administrative Analyst
Reviewed by - Soren Fajeau, Public Works Director
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution

New Exhibit L - 2023 Maximum Rates

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING A 3.7% INCREASE TO THE MAXIMUM LIMIT FOR RATES FOR SOLID WASTE COLLECTION, RECYCLING AND ORGANICS SERVICES FOR CALENDAR YEAR 2023

WHEREAS, the Agreement between the City of Newark and Allied Waste Services of North America (Republic Services) for the collection of solid waste and recycling services dated January 15, 2013 provides for an annual rate adjustment effective January 1 of each year; and

WHEREAS, the Franchise Agreement with Republic Services includes an annual index-based adjustment that involves applying prescribed formulas to calculate rate adjustments due to changes in specific indices including Consumer Price Index for garbage and trash collection, a compressed natural gas service index, and an increase in disposal costs at the Fremont Transfer Station; and

WHEREAS, Staff, using the index-based adjustment methodology identified above, determined that the total proposed rate increase is 3.7%.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Newark that, in accordance with the Franchise Agreement, dated January 15, 2013, and subsequent amendments, between the City of Newark and Republic Services for solid waste collection, recycling and organics services, and pursuant to the Newark Municipal Code, fees and rates for solid waste collection, recycling and organics services shall not exceed that established in New Exhibit L attached hereto and incorporated herein by reference, which is made a part hereof as though set forth at length;

BE IT FURTHER RESOLVED that any portion of Resolution No. 11,291 setting maximum for fees and rates for solid waste collection, recycling and organics services is hereby rescinded and that if any provisions contained herein are found to be in conflict with provisions of Resolution No. 11,291 or any other previous resolution, the provisions herein shall prevail.

NEW EXHIBIT L
Maximum Rates Approved by City for Rate Period Ten
(Effective January 1, 2023)

All references to Contractor and the Maximum Rates established herein are as a result of City's contract for collection of garbage, recyclables, and organic materials and shall be deemed Maximum Rates as established by City effective January 1, 2023.

A. SINGLE-FAMILY CART SERVICE

Single-Family Customers include single-family premises and each unit of a duplex, triplex, townhouse or condominium which receives individual Cart collection services.

CURBSIDE SERVICES	CONTAINER SIZE			
	20 GAL	32 GAL	64 GAL	96 GAL
(A) Basic Service	$34.37	$38.19	$67.64	$97.08
(B) Lifeline/Senior Rate	$29.21	$32.48	$57.49	$82.50
(C) Extra Solid Waste Cart	n/a	$22.92	$40.56	$58.20
(D) Extra Yardwaste Cart	n/a	n/a	$9.55	n/a
(E) Extra Recyclables Cart	n/a	n/a	$5.74	n/a

*BACKYARD SERVICES	CONTAINER SIZE			
	20 GAL	32 GAL	64 GAL	96 GAL
(A) Basic Service	$51.55	$57.28	$101.47	$145.61
(B) Lifeline/Senior Rate	$43.81	$48.68	$86.25	$123.76
(C) Extra Solid Waste Cart	n/a	$34.38	$60.85	$87.31
(D) Extra Yardwaste Cart	n/a	n/a	$34.38	n/a
(E) Extra Recyclables Cart	n/a	n/a	$34.38	n/a

(A) Basic Service

Weekly curbside collection of refuse, recyclables and yard waste in containers provided by the Contractor. Customers may select their level of refuse service according to the container options available. All customers will be issued a 64-gallon container for yardwaste and food scraps collection and a 64-gallon container for recyclables collection.

(B) Lifeline and Senior Rates

Weekly curbside collection of refuse, recyclables and yard waste in containers provided by the Contractor. Customers may select their level of refuse service according to the container options available. All customers will be issued a 64-gallon container for yardwaste and food scraps collection and a 64-gallon container for recyclables collection. These rates will be available for eligible, low-income customers demonstrating that they receive assistance under PG&E's Low Income Rate Payer Assistance program. These rates will also be available for senior citizens, age 65 and above.

(C,D,E) Additional Containers

Customers may subscribe to additional weekly refuse, yard waste or recycling service by requesting one or more extra Carts in the sizes listed above.

*Backyard services are available for an additional cost. Drivers cannot services containers behind locked gates or structures. Disabled residents may apply for an exemption from the additional fee.

NEW EXHIBIT L

Maximum Rates Approved by City for Rate Period Ten

B. MULTI-FAMILY CART SERVICE

Multi-Family Customers include any Residential premises (other than Single-Family Premises), which have centralized collection services. Each unit of a duplex, triplex, townhouse or condominium that receives individual collection services is considered a Single-Family Premises and charged Single-Family Rates.

CART SIZE	MATERIAL	COLLECTIONS PER WEEK					
		1X	2X	3X	4X	5X	6X
32-Gallons	Refuse	$29.08	$59.32	$90.71	$123.27	$157.01	$191.90
64-Gallons	Refuse	$51.47	$104.99	$160.56	$218.22	$277.93	$339.66
96-Gallons	Refuse	$73.86	$150.66	$230.43	$313.14	$398.80	$487.43
32-Gallons	Recyclables	$14.53	$29.65	$45.38	$61.64	$78.51	$95.96
64-Gallons	Recyclables	$25.72	$52.49	$80.29	$109.10	$138.96	$169.85
96-Gallons	Recyclables	$36.94	$75.34	$115.23	$156.58	$199.39	$243.72
32-Gallons	Yardwaste	$21.81	$44.49	$68.04	$92.47	$117.75	n/a
64-Gallons	Yardwaste	$38.59	$78.75	$120.42	$163.66	$208.43	n/a
96-Gallons	Yardwaste	$55.40	$113.00	$172.81	$234.84	$299.12	n/a

C. MULTI-FAMILY FRONT-LOAD BIN AND COMPACTOR SERVICE

Multi-Family Customers include any Residential premises (other than Single-Family Premises), which have centralized collection services. Each unit of a duplex, triplex, townhouse or condominium that receives individual collection services is considered a Single-Family Premises and charged Single-Family Rates.

REFUSE BINS*	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	$154.77	$315.64	$482.89	$656.03	$835.74	$1,021.23
2 cubic yard container	$289.62	$590.81	$791.52	$1,227.97	$1,563.94	$1,911.47
3 cubic yard container	$409.46	$762.96	$1,116.64	$1,637.79	$2,047.24	$2,456.66
4 cubic yard container	$536.53	$1,007.98	$1,479.63	$2,146.12	$2,682.66	$3,219.16
6 cubic yard container	$801.76	$1,509.13	$2,216.37	$3,206.97	$4,008.73	$4,810.47
7 cubic yard container	$919.73	$1,744.93	$2,759.15	$3,678.86	$4,598.55	$5,518.28

RECYCLING BINS**	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	$61.91	$126.27	$193.15	$262.42	$334.30	$408.50
2 cubic yard container	$115.87	$236.33	$316.60	$491.19	$625.57	$764.58
3 cubic yard container	$163.77	$305.18	$446.66	$655.11	$818.88	$982.66
4 cubic yard container	$214.62	$403.20	$591.86	$858.46	$1,073.07	$1,287.66
6 cubic yard container	$320.70	$603.65	$886.54	$1,282.79	$1,603.50	$1,924.19
7 cubic yard container	$367.90	$697.96	$1,103.66	$1,471.54	$1,839.43	$2,207.31

YARD WASTE BINS**	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	$116.07	$236.74	$362.15	$492.04	$626.80	$0.00
2 cubic yard container	$217.22	$443.11	$593.63	$920.98	$1,172.93	$0.00
3 cubic yard container	$307.09	$572.25	$837.47	$1,228.34	$1,535.41	$0.00

*Customer owned front-load refuse compactors will be charged 2 times the refuse bin rates listed in the above table.

**Customer owned front-load recycling compactors will be charged 50% of the refuse bin rates listed the above table.

NEW EXHIBIT L
Maximum Rates Approved by City for Rate Period Ten

D. COMMERCIAL CART SERVICE

CART SIZE	MATERIAL	COLLECTIONS PER WEEK					
		1X	2X	3X	4X	5X	6X
32-Gallons	Refuse	$29.08	$59.32	$90.71	$123.27	$157.01	$191.90
64-Gallons	Refuse	$51.47	$104.99	$160.56	$218.22	$277.93	$339.66
96-Gallons	Refuse	$73.86	$150.66	$230.43	$313.14	$398.80	$487.43
32-Gallons	Recyclables	$14.53	$29.65	$45.38	$61.64	$78.51	$95.96
64-Gallons	Recyclables	$25.72	$52.49	$80.29	$109.10	$138.96	$169.85
96-Gallons	Recyclables	$36.94	$75.34	$115.23	$156.58	$199.39	$243.72
32-Gallons	Yardwaste	$21.81	$44.49	$68.04	$92.47	$117.75	n/a
64-Gallons	Yardwaste	$38.59	$78.75	$120.42	$163.66	$208.43	n/a
96-Gallons	Yardwaste	$55.40	$113.00	$172.81	$234.84	$299.12	n/a

E. COMMERCIAL FRONT-LOAD BIN AND COMPACTOR SERVICE

REFUSE BINS*	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	$154.77	$315.64	$482.89	$656.03	$835.74	$1,021.23
2 cubic yard container	$289.62	$590.81	$791.52	$1,227.97	$1,563.94	$1,911.47
3 cubic yard container	$409.46	$762.96	$1,116.64	$1,637.79	$2,047.24	$2,456.66
4 cubic yard container	$536.53	$1,007.98	$1,479.63	$2,146.12	$2,682.66	$3,219.16
6 cubic yard container	$801.76	$1,509.13	$2,216.37	$3,206.97	$4,008.73	$4,810.47
7 cubic yard container	$919.73	$1,744.93	$2,759.15	$3,678.86	$4,598.55	$5,518.28

RECYCLING BINS**	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	$61.91	$126.27	$193.15	$262.42	$334.30	$408.50
2 cubic yard container	$115.85	$236.33	$316.60	$491.19	$625.57	$764.58
3 cubic yard container	$163.77	$305.18	$446.66	$655.11	$818.88	$982.66
4 cubic yard container	$214.62	$370.16	$591.86	$858.46	$1,073.07	$1,287.66
6 cubic yard container	$320.70	$603.65	$886.54	$1,282.79	$1,603.50	$1,924.19
7 cubic yard container	$367.90	$697.96	$1,103.66	$1,471.54	$1,839.43	$2,207.31

YARD WASTE BINS**	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	$116.07	$236.74	$362.15	$492.04	$626.80	$0.00
2 cubic yard container	$217.22	$443.11	$593.63	$920.98	$1,172.93	$0.00
3 cubic yard container	$307.09	$572.25	$837.47	$1,228.34	$1,535.41	$0.00

*Customer owned front-load refuse compactors will be charged 2 times the refuse bin rates listed in the above table.
**Customer owned front-load recycling compactors will be charged 50% of the refuse bin rates listed the above table.

NEW EXHIBIT L

Maximum Rates Approved by City for Rate Period Ten

F. COMMERCIAL ORGANIC SERVICES & RATES

REFUSE BINS*	COLLECTIONS PER WEEK					
	1X	2X	3X	4X	5X	6X
1 cubic yard container	$148.99	$303.85	$464.85	$631.52	$804.50	$983.07
2 cubic yard container	$278.80	$568.74	$761.94	$1,182.11	$1,505.51	$1,840.08
32 or 64 Gallon Commercial	$49.54	$101.06	$154.56	$210.07	$267.53	$326.97

G. DROP BOX CONTAINERS AND COMPACTOR SERVICES

DROP BOX SIZES	Tonnage Limit Per Pick-Up*	REFUSE	RECYCLING	YARDWASTE
6 cubic yard Drop Box	2.0	$544.25	n/a	n/a
14 cubic yard Drop Box	2.0	$544.25	$272.11	$408.16
20 cubic yard Drop Box	3.0	$687.90	$343.96	$515.94
30 cubic yard Drop Box	5.0	$975.26	$487.64	$731.45
40 cubic yard Drop Box	6.0	$1,118.93	$559.48	$839.21
Excess Tonnage Rate	n.a.	$143.70	$86.13	$86.13

CUSTOMER-OWNED COMPACTORS	Tonnage Limit Per Pick-Up*	REFUSE	RECYCLING	YARDWASTE
6 cubic yard Compactor	1.2	$473.83	$236.92	$355.36
15 cubic yard Compactor	3.0	$947.66	$473.83	$710.75
20 cubic yard Compactor	4.0	$1,263.53	$631.75	$947.66
25 cubic yard Compactor	5.0	$1,579.41	$789.72	$1,184.57
30 cubic yard Compactor	6.0	$1,895.30	$947.66	$1,421.48
35 cubic yard Compactor	7.0	$2,211.20	$1,105.62	$1,658.39
40 cubic yard Compactor	8.0	$2,527.08	$1,263.53	$1,895.30
Excess Tonnage Rate	n.a.	$143.70	$86.13	$86.13

If tonnage collected is greater than the tonnage limit listed in the above table, contractor may charge for tonnage in excess of the tonnage limit at the per-ton rate specified.

H. CONSTRUCTION AND DEMOLITION DEBRIS BOX SERVICE

DROP BOX SIZES	MATERIAL	BASE RATE PER PICK-UP	PER TON RATE*
6 cubic yard Drop Box	Dirt	$345.06	$57.37
6 cubic yard Drop Box	Concrete	$345.06	$57.37
14 cubic yard Drop Box	Wood	$345.06	$81.95
20 cubic yard Drop Box	Wood	$345.06	$81.95
30 cubic yard Drop Box	Wood	$345.06	$81.95
40 cubic yard Drop Box	Wood	$345.06	$81.95
14 cubic yard Drop Box	Recyclable C&D	$345.06	$113.24
20 cubic yard Drop Box	Recyclable C&D	$345.06	$113.24
30 cubic yard Drop Box	Recyclable C&D	$345.06	$113.24
40 cubic yard Drop Box	Recyclable C&D	$345.06	$113.24

*Contractor will charge customer for actual tonnage collected at the per-ton rate listed in the above table.

NEW EXHIBIT L
Maximum Rates Approved by City for Rate Period Ten

I. ADDITIONAL SERVICES & RATES

ADDITIONAL SERVICES	RATE
Cost of pre-paid solid waste overage bags	$13.76
Cost of pre-paid yardwaste overage bags	$13.76
Extra On-Call Bulky Cleanup (more than three per year)	$103.36
Cart replacement cost (more than once per year)	$103.36
Cart delivery/pick-up (more than once per year)	$68.89
Lost lock per container, per occurrence	$41.32
Steam cleaning Bin/Cart (charge per visit)	$172.26
Hourly Trip Charge (if driver must return due to Customer/Generator error, such as failure to place Container at point of Collection before Collection time, overfilled Container, incorrect Container placement, contaminated materials)	$117.14
Push/pull charge (Per- Mo, Per-50 Ft, Per Cart, Per Pick-up)	$27.56
Lock/unlock charge (Per- Mo, Per-50 Ft, Per Cart, Per Pick-up)	$27.56
Extra refuse bin collection (per cubic yard rate per pick-up)	$34.31
Extra recycling bin collections (per cubic yard rate per pick-up)	$17.15
Extra yard waste bin collections (per cubic yard rate per pick-up)	$25.73
Bin Lock Installation (new lock) per container, per occurrence	$41.32
Overage charges Per-Cubic-Yard Rate, per occurrence	$13.76
Container relocation charge per container, per occurrence	$117.14
Push/pull charge (Per- Mo, Per-50 Ft, Per Cart, Per Pick-up)	$27.56
Lock/unlock charge (Per- Mo, Per-50 Ft, Per Cart, Per Pick-up)	$27.56
Daily drop box demurrage charge (rental charge if customer keeps Box longer than 7-days without pick-up or return)	$32.50
Drop box placement charge	$89.59
Drop box relocation charge	$117.14
Drop box cancellation service	$117.14
Drop box overage charge - Refuse (For Each Ton In Excess of Limits)	$143.70
Drop box overage charge - Recyclables (For Each Ton In Excess of Limits)	$86.13
Drop box overage charge - Yardwaste (For Each Ton In Excess of Limits)	$86.13
Restart charge after 120-days late and service reduction	$41.32
Late charge after 60-days past due	1.50%
Insuffucient funds charge	$41.32

STAFF REPORT

Item F. 1.

DATE	10/27/2022
TO	Honorable Mayor and City Council Members
FROM	Roya Gonzalez, Administrative Analyst
SUBJECT	Presentation of the 2021 Community Survey Results

SUMMARY AND RECOMMENDATION

Staff recommends that the City Council receive the presentation on the 2021 Community Survey Results. This item is informational only.

BACKGROUND

In fall 2021, staff developed and conducted a community survey to obtain a better understanding of community satisfaction with City services, safety and quality of life (home or business). The survey was offered online and by phone in both Spanish and English. It was advertised in the Newark News (the City's quarterly newsletter mailed to every Newark address), on the City's website, and through various social media channels and list serves managed by the City Manager's Office, Police Department, and Recreation and Community Services Department. In addition, a postcard specifically requesting survey participation was mailed to every Newark address in an effort to reach residents, business owners, and other organizations' interests. The responses were anonymously collected over a six-week period.

DISCUSSION/ANALYSIS

The City received a total of 658 survey responses. After the survey data was compiled, the City's leadership team reviewed and discussed the survey results. Each department was then tasked with interpreting the results that pertained to their service areas and developing plans to address areas of concern or dissatisfaction. The most common issues raised by survey respondents are not unique to Newark. They are regional issues such as homelessness, road conditions, and vehicle related crimes.

Overall, survey respondents positively evaluated many aspects of service in Newark. The survey was intended to be a tool to assess general, community satisfaction and the results indicate the community is generally satisfied with the City's overall service.

The information collected in the 2021 community survey may be used as a baseline or point of reference for future surveys. Conducting the survey in-house kept costs low; however the data was not obtained through a scientific process. Rather, the information simply provides the City with a snapshot in time of general satisfaction of City services and community concerns. Staff may explore the option of using a

third-party consultant to conduct future surveys using a scientific assessment process to obtain community opinion that can be used for City planning, budget, prioritization and performance measurement purposes.

FISCAL IMPACT

There is no fiscal impact associated with this presentation.

REVIEW AND APPROVAL

Prepared by - Roya Gonzalez, Administrative Analyst
Reviewed by - Lenka Hovorka, Assistant City Manager
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Community Survey 2021_final

NEWARK
california

2021 Community Survey



Survey Methodology

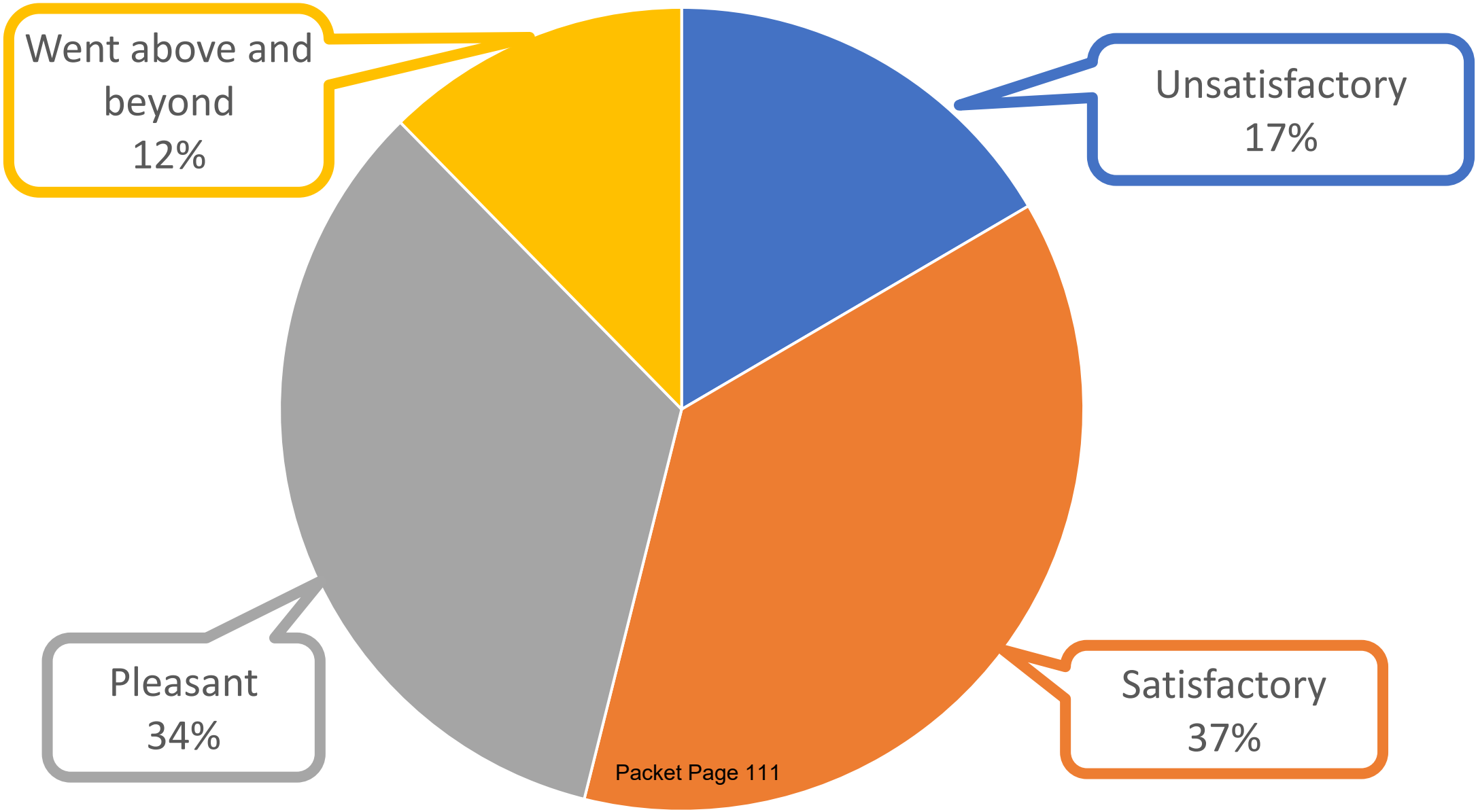
- Postcards were mailed to all residents and businesses in Newark in early September
- Postcards provided a QR code to the survey
- Live survey was available in both Spanish and English
- Survey responses were collected anonymously
- Survey was open for approximately 6 weeks, and we received a total of 658 responses

Survey Goals

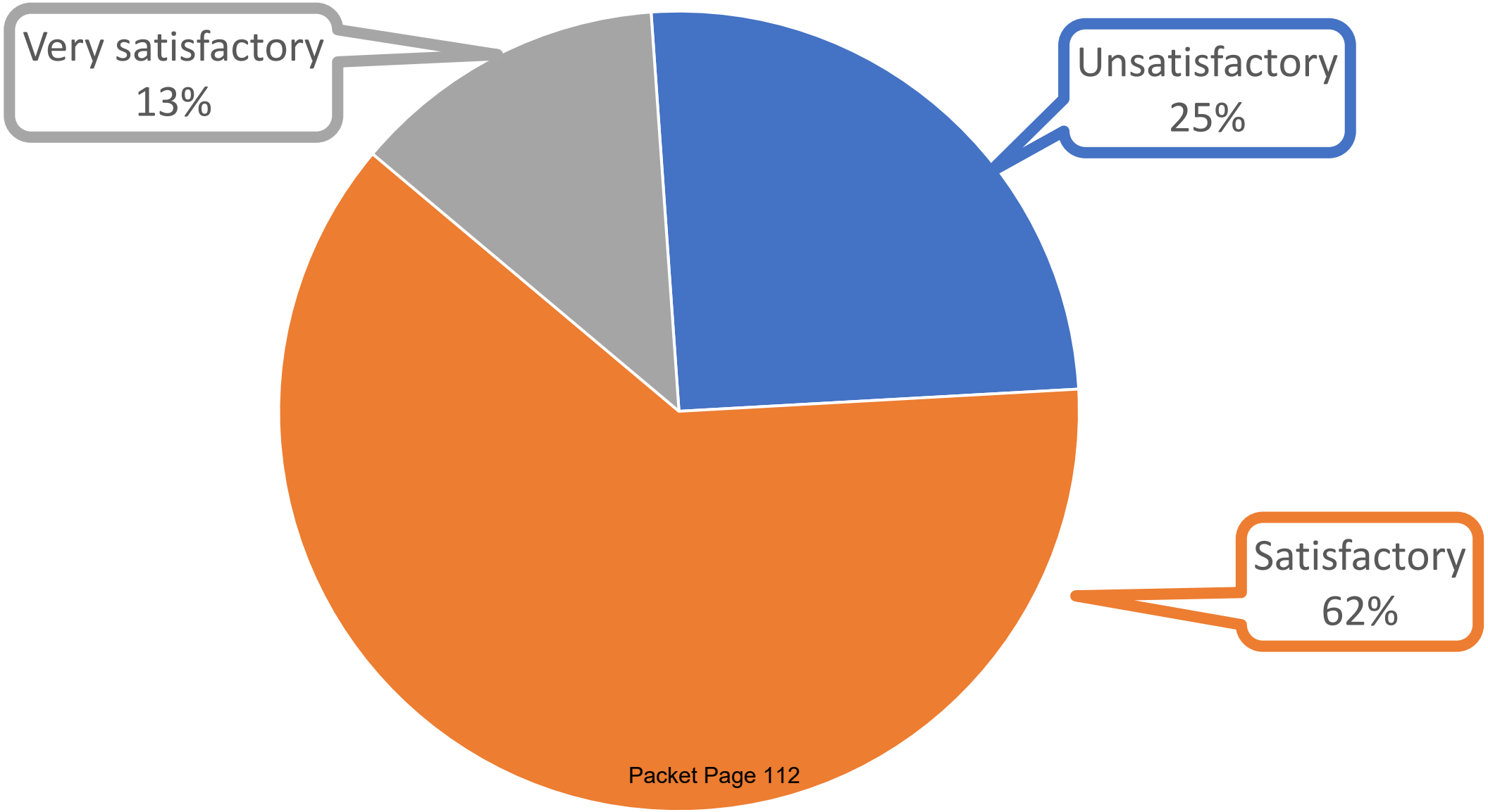
Survey Goals

- Provide an opportunity to receive feedback on City services
- Identify the top areas of concern in the community
- Gauge the overall satisfaction level from the community

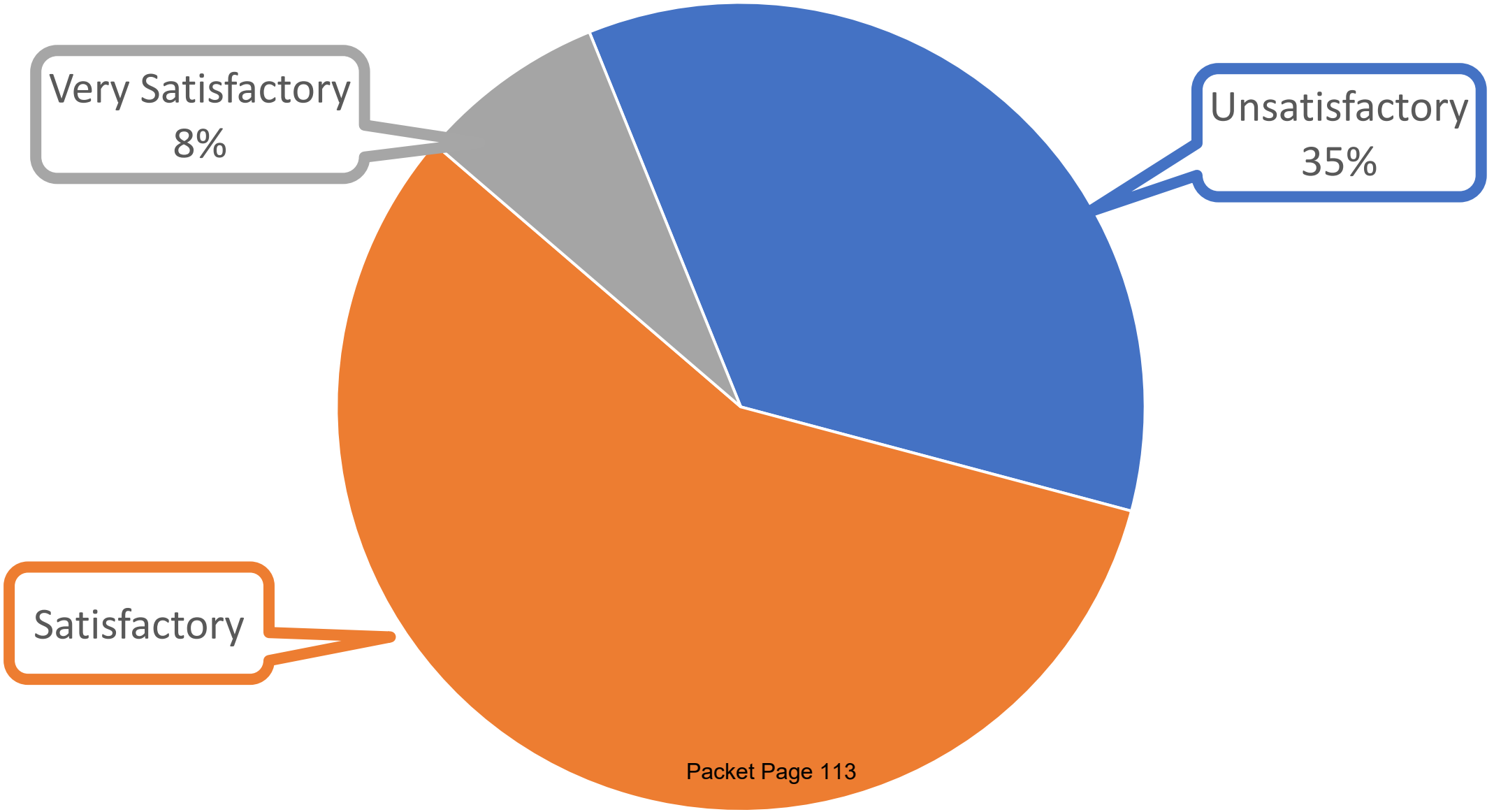
If you did interact with City staff, would you say your interaction was



How would you rate garbage and recycling services in the City?



How would you rate the overall cleanliness of the City (including parks, streets, and buildings)?



How would you describe the ease of travel throughout the City?

Public Transportation

No need
139

Insufficient
132

Sufficient
82



Road Conditions

Satisfactory
191

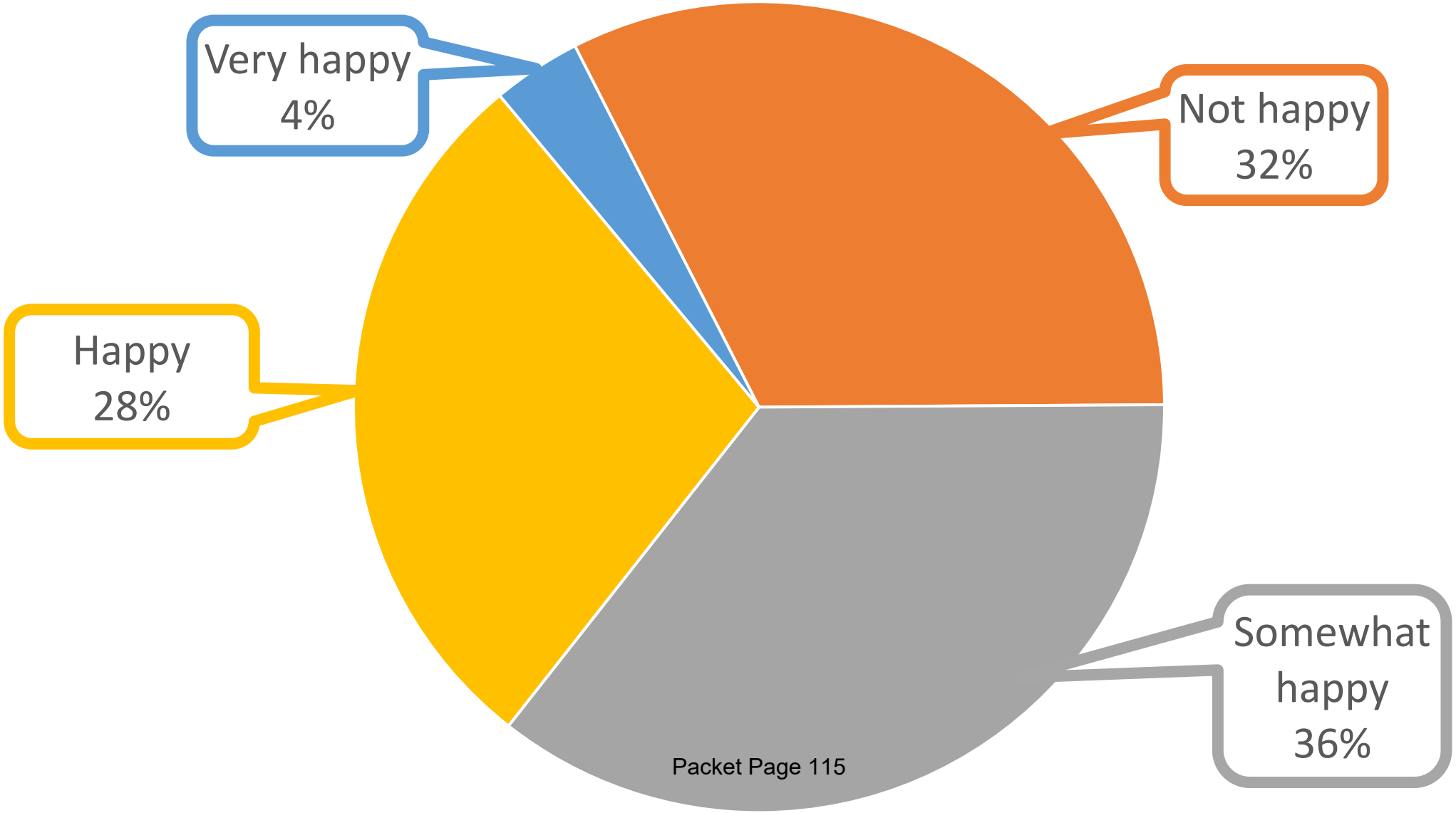
Unsatisfactory
257

Sidewalk/Crosswalk Conditions

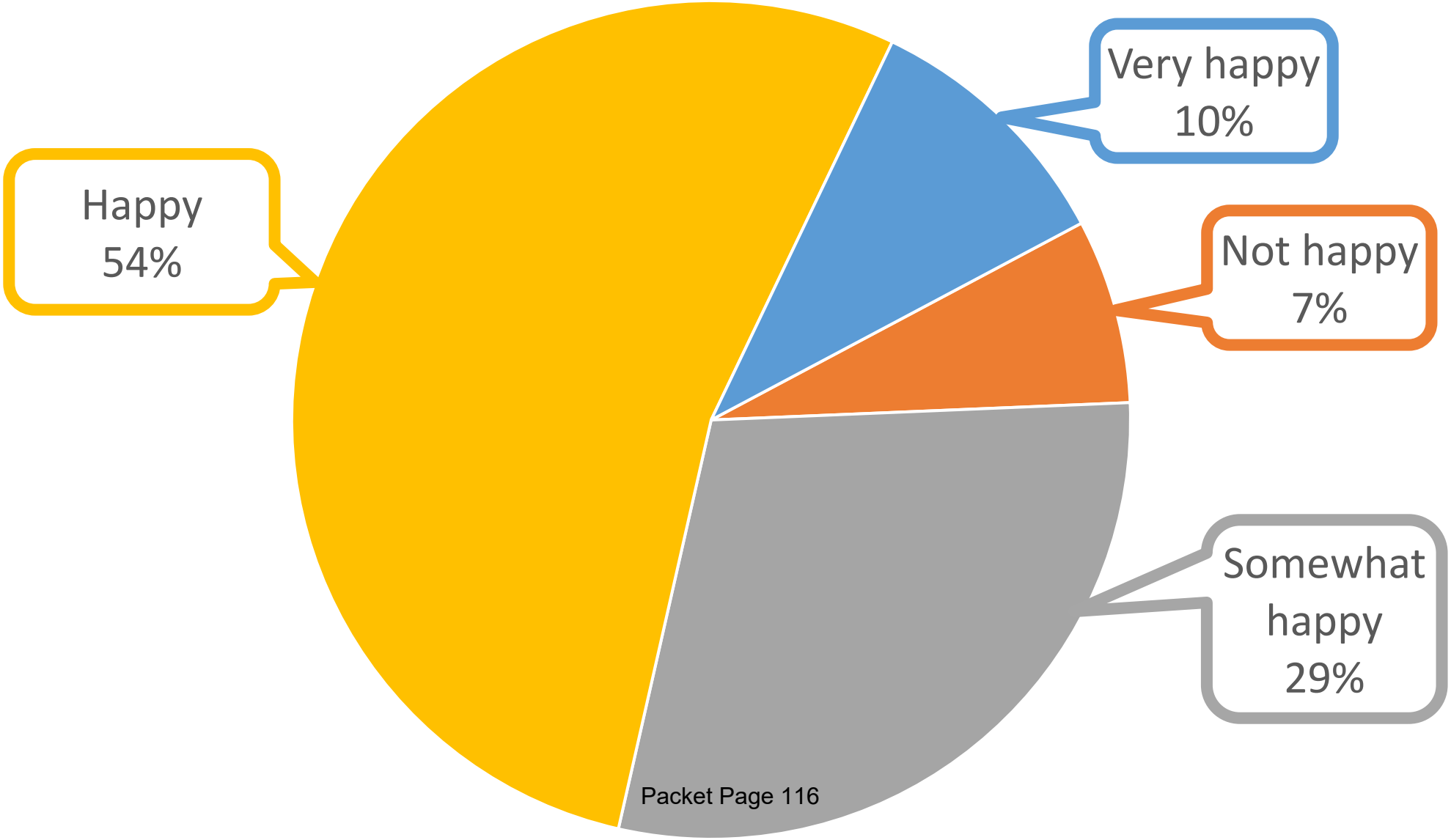
Satisfactory
146

Unsatisfactory
186

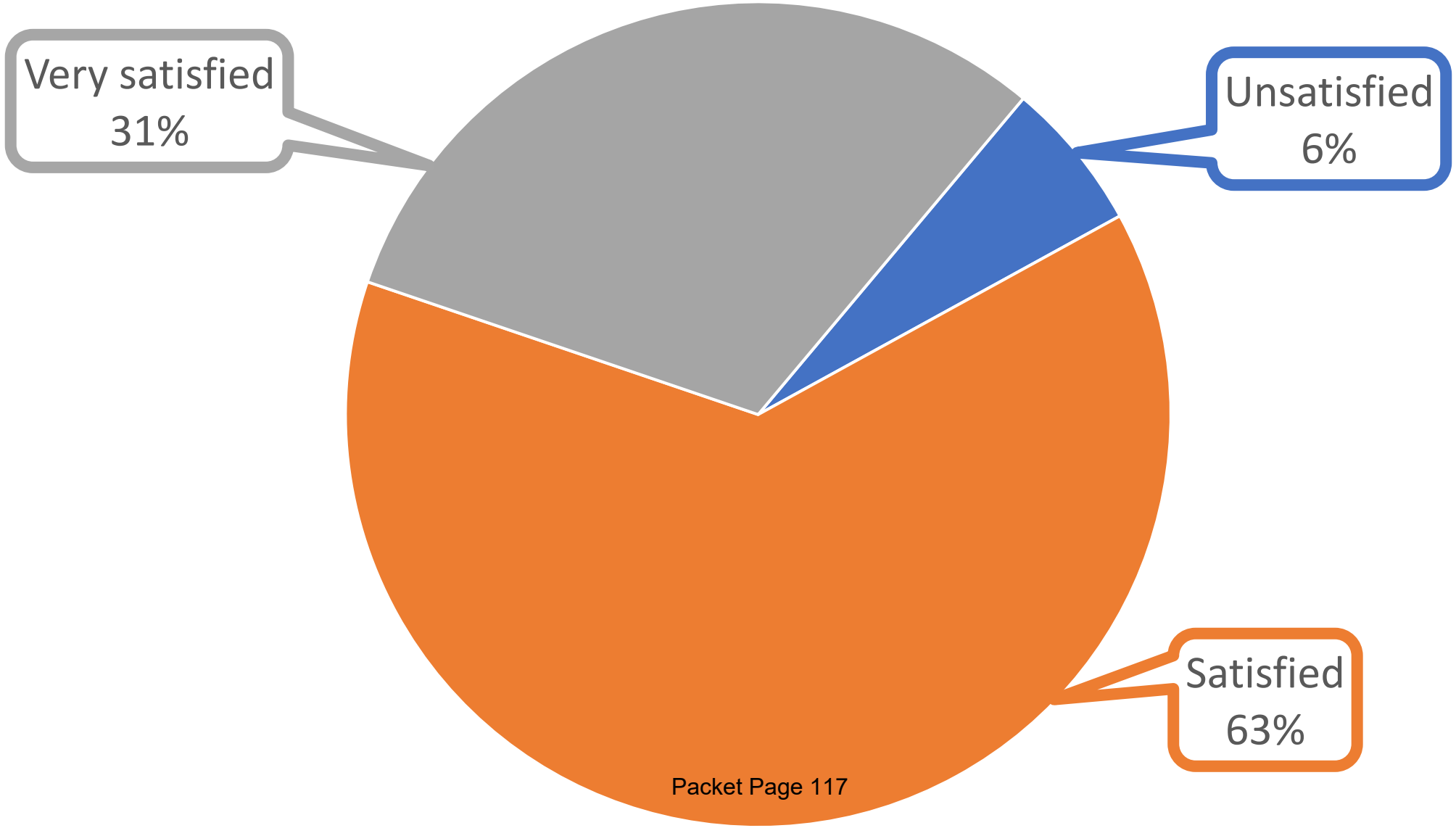
Are you happy with planning, code enforcement, and economic development services the City provides?



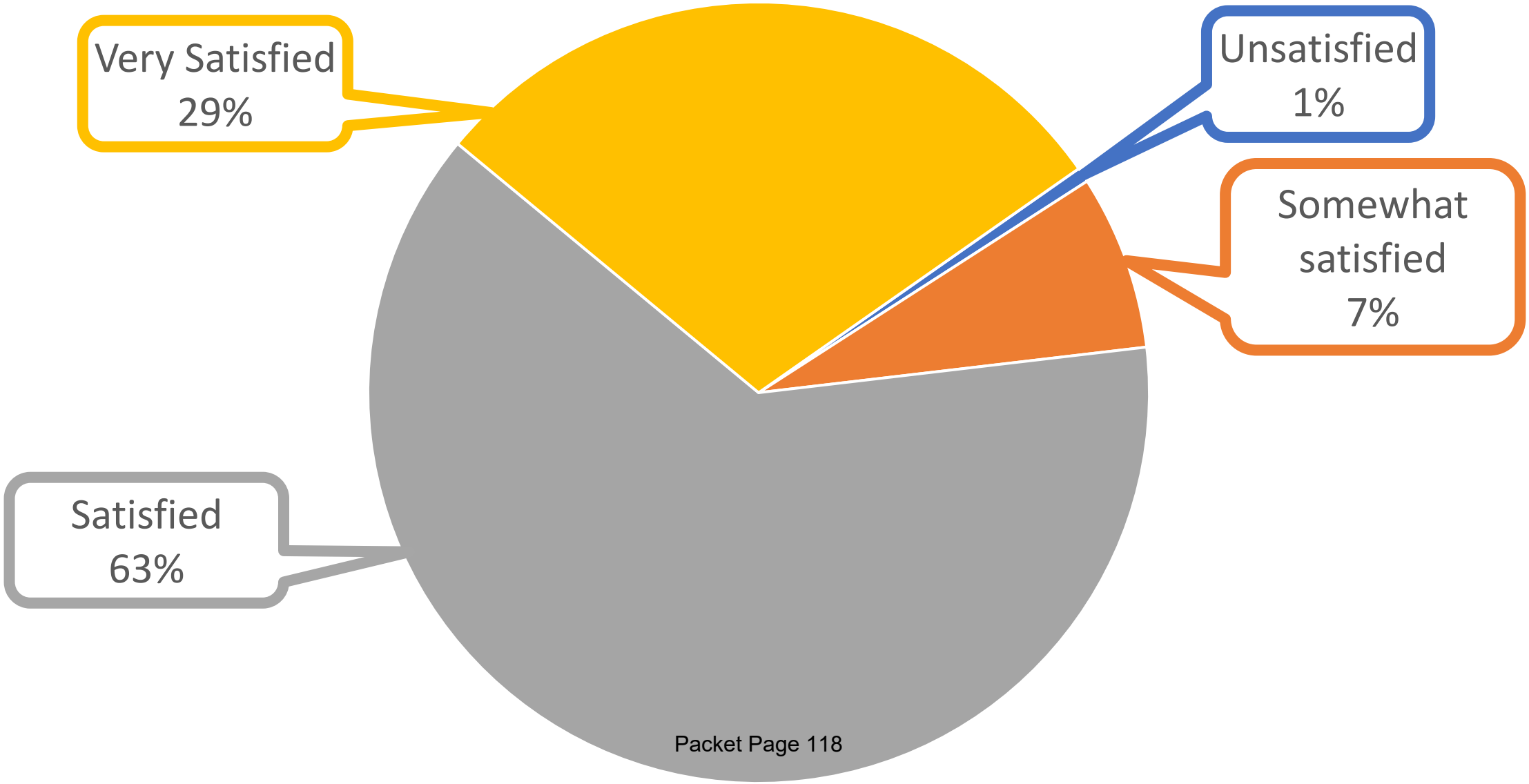
Are you happy with the animal licensing, business licensing, payment options and other financial services the City provides?



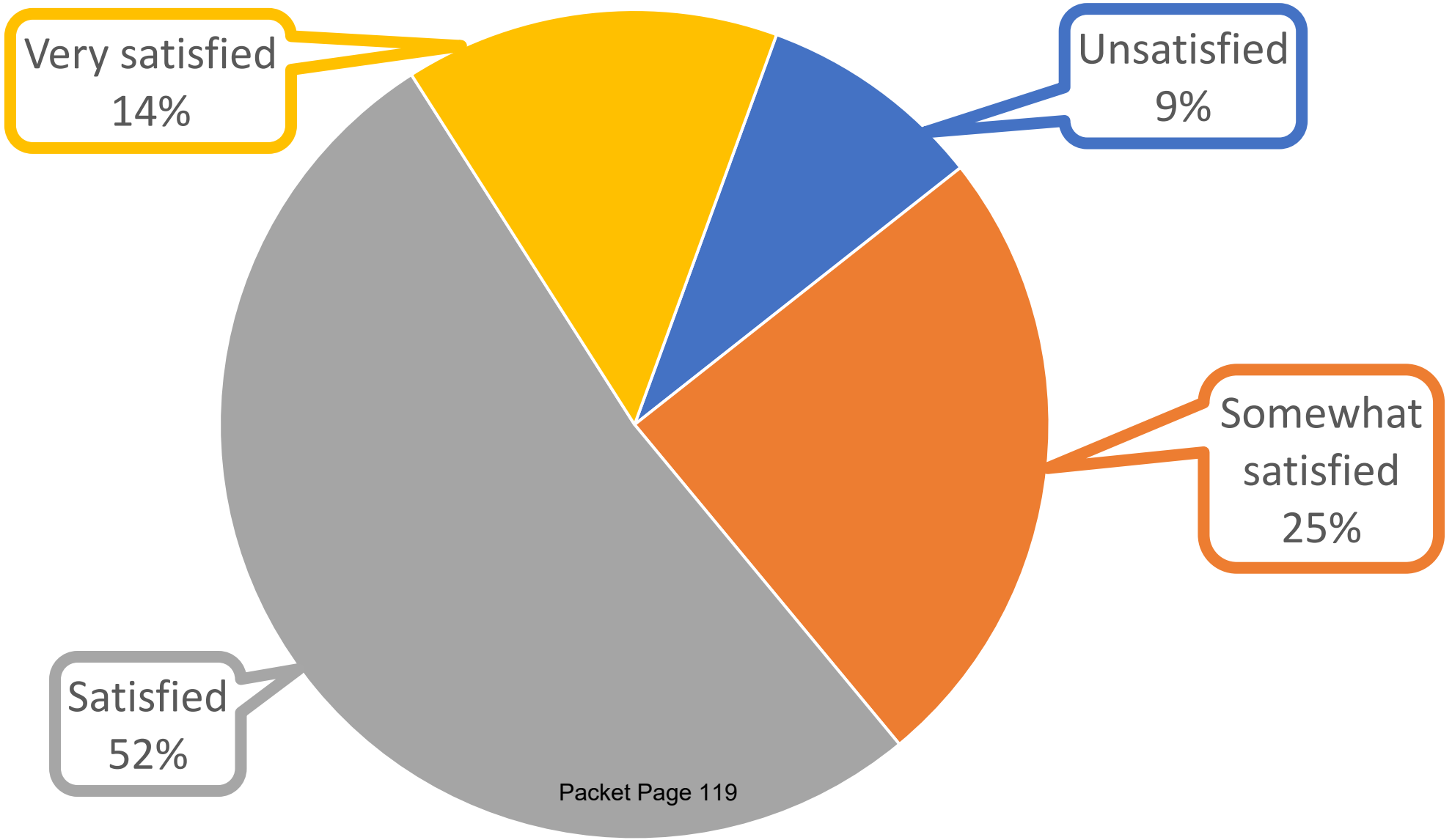
If you did participate in a recreation program, how satisfied were you with the program(s)?



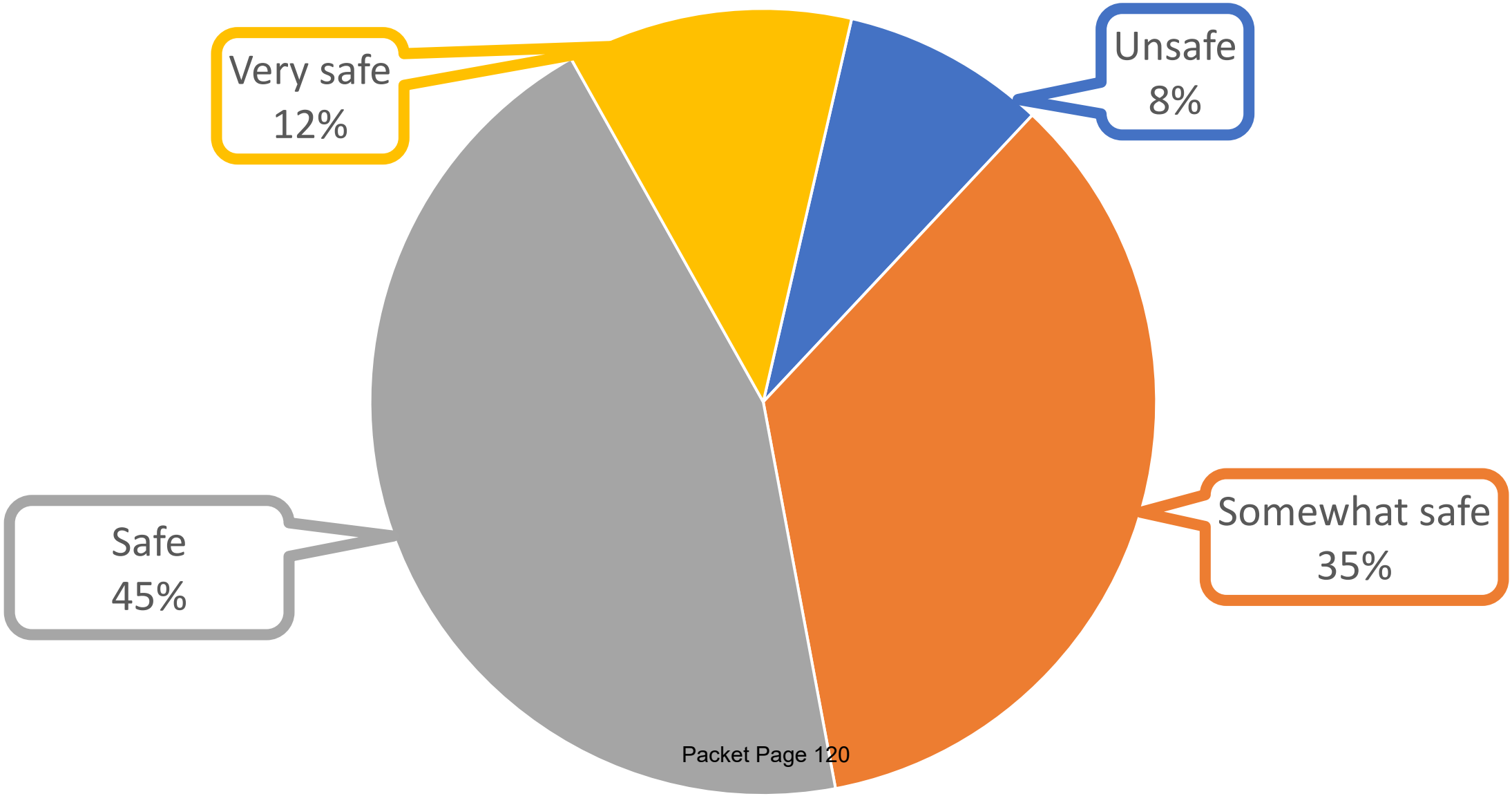
Are you satisfied with the overall services provided by Alameda County Fire Department?



Are you satisfied with the overall services provided by the Police Department?



How safe do you feel living, working, or owning a business in Newark?



If you could describe Newark, what would you say?

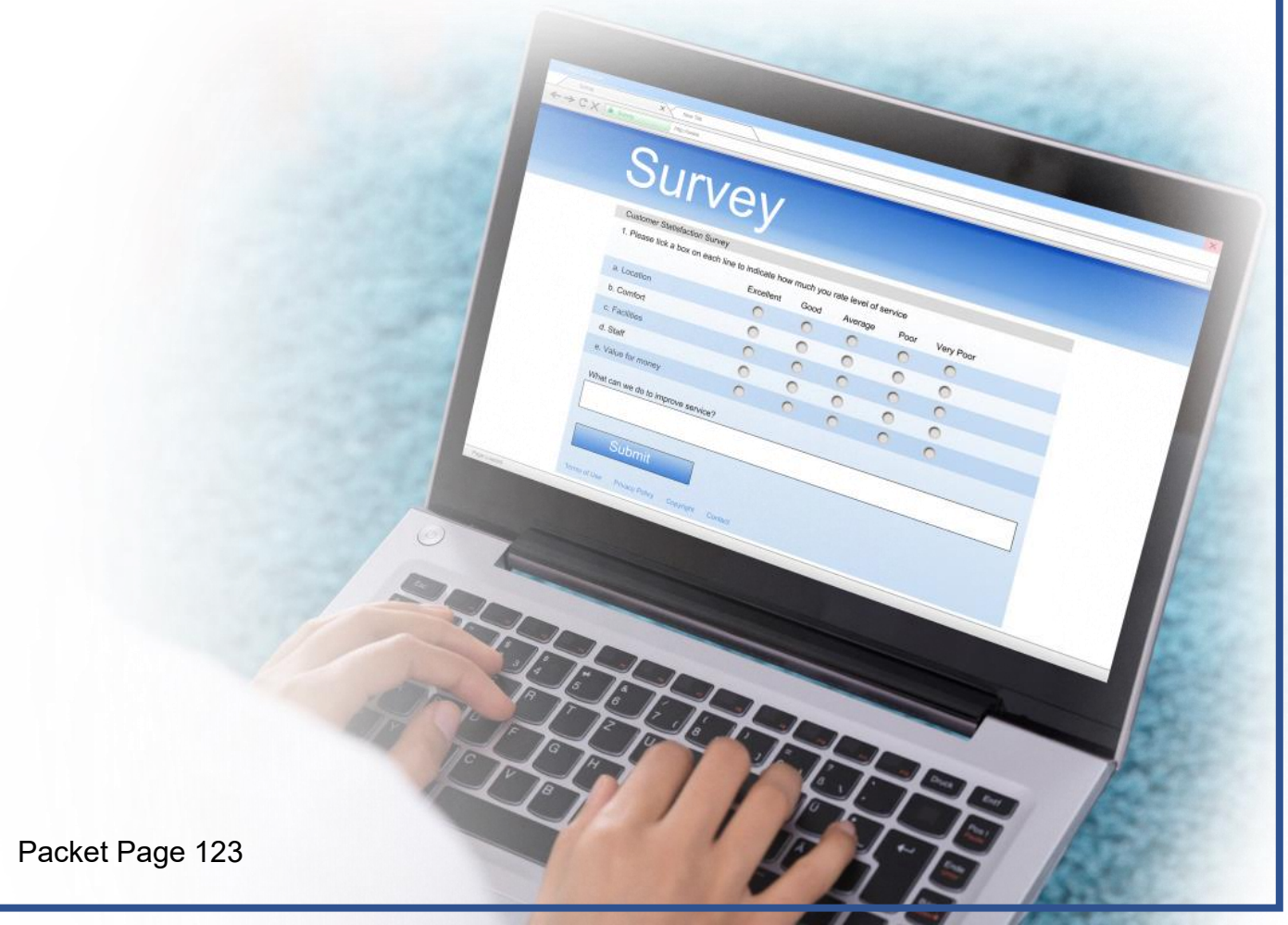


Now what?

With feedback, comes action!

Top Areas of Concern

- Homelessness
- Crime
- Illegal fireworks



Homelessness Concerns

- Homeless health concerns
- Encampments
- Street debris near encampments

- City Council's Adoption of the Alameda County Home Together Plan
- New staff committee was created in 2021 to address homelessness concerns
- Launch of Homelessness Response & Resources webpage
- Increased coordination with CalTrans and CHP to clean up off ramps
- Affordable Housing Work Plan & Cedar Community Apartments (Homekey Project)

Crime Activity Concerns

- Car theft
- Sideshows
- Mail/package theft
- Break-ins
- Trespassing
- Shoplifting

- New City Council approved Crime Analyst position
- Crime Prevention Through Environmental Design (CPTED)
- Community Watch Groups
- Implementation of new crime fighting technology

NEWARK
california

Sideshows are a growing concern in Newark, and neighboring communities.

- Submitted grant application for Selective Traffic Enforcement Program (STEP) through OTS to help support ongoing efforts.
- Traffic Unit conducts ongoing officer training
- Partner with other local agencies when a known event is happening

Illegal Fireworks

In March of 2022, City Council adopted a social host ordinance.

Property owners are liable for illegal fireworks occurring at their property or social gathering.

Violation of the ordinance allows the City to issue a fine up to $1,000.

Ease of travel throughout the City

- Vehicular Traffic
  - Traffic Analysis
  - Revisit truck routes
- Bike Safety
  - Bike lanes
- Sidewalks
  - Sidewalk repair program

Public Communication

- Launched TextMyGov
- Updates to TRAKiT, the City's permit tracking software
- Increased online presence including social media
- Provide more financial information on City's website
- Updated Recreation Department's high-demand webpages

Next Steps

- Complete survey again in 2023
- Use new communication tools to better update the community
- Provide several opportunities for public input
- Continue to prioritize efforts to address affordable housing & connect residents with resources

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Questions?

STAFF REPORT

Item F. 2.

DATE	10/27/2022
TO	Honorable Mayor and City Council Members
FROM	Jolie Macias, Captain
SUBJECT	Information regarding the Newark Police Department automated license plate reader (ALPR) program and opportunity for public comment

SUMMARY AND RECOMMENDATION

On June 9, 2022, the City Council approved a subscription service agreement with Flock Group, Inc. ("Flock Safety") to install 20 Automated License Plate Reader (ALPR) cameras at vehicular entrances and exits to the city. A copy of the resolution is attached. The Newark Police Department has had an ALPR program and policy in place since 2009. State law requires that a public agency that operates or intends to operate an ALPR system provide an opportunity for public comment at a regularly scheduled public meeting. The addition of citywide ALPR cameras to the existing program provided an opportunity to review and update the policy, and an opportunity for additional public comment before updating the policy and program.

This report is informational only, no action is required.

BACKGROUND

On June 9, 2022, the City Council approved separate, complementary subscription service agreements with technology vendors Peregrine Technologies, Inc. ("Peregrine) and Flock. Peregrine Technologies software integrates police department data assets into one single platform to analyze data, produce meaningful reports, and aid in police investigations. The agreement with Peregrine is in the amount of $300,000 payable in three annual payments of $100,000. The agreement with Flock Safety is for installation of 20 ALPR cameras at the vehicular entrances and exits to the city and is in the amount of $164,500, payable in the amount of $112,000 for years one and two, plus $52,500 for year three.

In the June 9, 2022 staff report, it noted that Newark's first ALPRs were purchased in 2011. After further research, it was determined that the first ALPR purchase was actually in 2009. The original vendor went out of business in 2011 and the original three vehicle-mounted ALPRs were replaced in 2013.

On October 6, 2015, Senate Bill 34 (SB34) was signed into law by the Governor. This bill requires a public agency that operates or intends to operate an ALPR system to

provide an opportunity for public comment at a regularly scheduled public meeting of the governing body of the public agency before implementing the program. Since the passing of this bill, two ALPR purchases were made and approved by City Council in April and September of 2018. No comments were made by the public regarding either purchase. The City of Newark currently owns and operates trailer-mounted and fixed ALPR cameras from PIPS Technology and V5. The V5 fixed ALPR cameras were added to the ALPR program in November of 2018.

With the recent approval of Flock fixed-mounted ALPR cameras, there are now three different equipment vendors used by the City that make up the overall ALPR program. The Flock agreement calls for installation of 20 fixed cameras at all vehicular entrances and exits to the City, which is an expansion of the existing program. Although ALPRs are not a new program, staff recommends providing an opportunity for public comment regarding the updated policy.

DISCUSSION/ANALYSIS

The Flock Automated License Plate Reader (ALPR) camera system will capture date, time, and location of vehicle license plates. License plates and the back portion of the vehicle is captured in a still image and no video is recorded. This data is then compared with a national law enforcement Criminal Justice Information Services (CJIS) database to determine if the vehicle is stolen, associated to a missing person, or wanted as evidence in a serious felony investigation.

If a match is made, the system immediately provides a mobile notification alert to the officers' in-vehicle Mobile Dispatch Computer (MDC) and to the Communications Center with the vehicle information and last captured ALPR location. Police employees then verify the information received in the alert through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action to ensure the stated reason for the alert is still valid. To verify the alert, the license plate is entered into CLETS to determine if it is still listed as wanted for a specific reason such as stolen vehicle, association with a wanted person, missing person, domestic violence protective order violation, or terrorist-related activity.

Access to ALPR data is restricted to employees with both the need to know and the right to know. When these conditions are met, data will only be used for the following purposes:

- To locate stolen vehicles, wanted persons, and suspects of misdemeanor and felony crimes.
- To locate and apprehend individuals subject to arrest warrants
- To locate witnesses and victims of violent crimes
- To locate missing children, at-risk adults, and elderly individuals, including responding to Amber and Silver Alerts (an emergency notification system for people who are 65 years or older, developmentally disabled or cognitively impaired and have been reported missing).

Within the Flock Safety system, a "hot list" of license plates associated with specific

vehicles of interest can be created by police department staff to foster communication among officers working different shifts. This is like a local BOLO (be on the lookout) that is frequently used as an investigative and intelligence sharing tool when an officer is trying to locate a vehicle that has been identified as associated with a crime. The hot list automates and makes more efficient the BOLO information sharing.

The policy includes the above-mentioned ALPR data access restrictions, operational use to include designation of hot lists, data retention of one year, training requirements, and annual reporting. A clean copy of the policy is attached as well as a red-lined version that shows how the previous policy was modified.

Staff has spent that last several months designing and obtaining permits for all camera locations.

FISCAL IMPACT

There is no fiscal impact associated with this action.

REVIEW AND APPROVAL

Prepared by - Jolie Macias, Police Captain
Reviewed by - Gina Anderson, Police Chief
Reviewed by - Kristopher J. Kokotaylo, City Attorney
Approved by - David J. Benoun, City Manager

Attachments

Resolution
Policy Draft
Policy red-lined

RESOLUTION NO. 11,366

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK APPROVING AN AGREEMENT WITH FLOCK GROUP, INC. FOR AUTOMATED LICENSE PLATE READERS IN AN AMOUNT NOT TO EXCEED $164,500; AUTHORIZING A SINGLE-SOURCE EXEMPTION TO THE CITY'S FORMAL BIDDING REQUIREMENTS; AND APPROVING A BUDGET APPROPRIATION OF $164,500

WHEREAS, the City of Newark has been committed to enhancing technology within the police department that enables staff to provide a higher quality level of service and increased public safety; and

WHEREAS, critical to the police function is investigation of crime and identification of responsible parties; and

WHEREAS, the police department has a need for enhanced investigative capabilities to bring resolution to more cases; and

WHEREAS, the police department has a need to operate efficiently and effectively through the implementation of technology; and

WHEREAS, providing the police department the ability to upgrade its current automated license plate reader ("ALPR") system will enable the police department to enhance its capabilities and more efficiently provide essential services; and

WHEREAS, Flock Group, Inc. is the sole developer and manufacturer of the ALPR product sought; and

WHEREAS, pursuant to the City of Newark Purchasing Rules and Regulations, Section 10.b, formal bidding procedures shall not apply in the event that the City Council makes certain findings and declarations; and

WHEREAS, the City Council, having reviewed and considered the facts related to the purchase of subscription services from Flock Group, Inc., finds and declares, as set forth below, and as required by the Purchasing Rules and Regulations, that:

1. Formal bids would work an incongruity and would be unavailing in affecting the final results since there is one vendor to provide the necessary equipment as required by the City, and therefore there is no comparable competitive product for which a competitive bid could be provided; and

2. Formal bids would not produce any advantage to the City since, as stated above, a formal bid would produce only a single bid from one vendor for the desired product; or,

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

4. The product sought or a significant portion thereof is the subject of a patent and cannot be purchased from any source other than the holder of the patent; and

WHEREAS, as described above in this Resolution, this proposed agreement with the Flock Group, Inc. is exempt from formal bidding as a sole-source exemption.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that all the foregoing recitals are true and correct and are hereby incorporated as though fully set forth herein.

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the City Manager to execute an agreement, in a form approved by the City Attorney, with Flock Group, Inc., in the not-to-exceed amount of $164,500, for the procurement of ALPRs.

BE IT FURTHER RESOLVED that the City Council of the City of Newark hereby approves a total appropriation of $164,500 for the purchase of ALPRs from Flock Group, Inc. ($164,500 for three years) which will be funded by the Budget Act of 2019 Grant Funds (Fund 234):

From:	Description	Account	Amount
	Transfer Out from Budget Act of 2019	234.00.000.000.9999	$164,500

To:	Description	Account	Amount
	Flock Contractual Services	110.30.032.320.6221	$164,500

BE IT FURTHER RESOLVED that the City Council of the City of Newark does hereby authorize the City Manager to take all actions necessary to effectuate the intent of this Resolution.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on June 9, 2022, by Vice Mayor Hannon who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES: Council Members Collazo, Vice Mayor Hannon, and Mayor Nagy

NOES: None

ABSENT: Council Member Freitas

ABSTAINED: Council Member Bucci

SECONDED: Council Member Collazo

APPROVED:

s/ALAN L. NAGY
Mayor

ATTEST:

s/KATHLEEN L. SLAFTER
Deputy City Clerk

APPROVED AS TO FORM:

s/KRISTOPHER J. KOKOTAYLO
City Attorney

Automated License Plate Readers (ALPRs)

462.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Newark Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

462.2 POLICY

The policy of the Newark Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

462.3 ADMINISTRATION

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Administration Division Commander. The Administration Division Commander or designee will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

462.3.1 ALPR ADMINISTRATOR

The Administration Division Commander shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

(a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.

(b) Training requirements for authorized users.

(c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.

(d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.

(e) The title and name of the current designee in overseeing the ALPR operation.

(f) Working with the Custodian of Records on the retention and destruction of ALPR data.

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(g) Ensuring this policy and related procedures are conspicuously posted on the department's website.

462.4 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

(a) An ALPR shall only be used for official law enforcement business.

(b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.

(c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.

(d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.

(e) No ALPR operator may access department, state or federal data unless otherwise authorized to do so.

(f) Employees should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

(g) Designations of hot lists to be utilized by the ALPR system shall be made by the Administration Division Commander or their designee. Hot lists shall be obtained or compiled from sources as may be consistent with the purposes of the ALPR system set forth in this policy. These sources may include, but are not limited to:

- NCIC Stolen Vehicle files, as available;
- NCIC Wanted persons, as available;
- NCIC Missing or Endangered person files, as available;
- NCIC Violent Gang and Terrorist Organization file, as available;
- NCIC Sexual Offender;
- Newark records identifying plates associated with criminal activity.

462.5 DATA COLLECTION AND RETENTION

The Administration Division Commander is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from ALPR systems to the designated storage in accordance with department procedures.

All ALPR data downloaded to the server should be stored for a minimum of one year (Government Code § 34090.6) and in accordance with the established records retention

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schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

The only information contained in the ALPR database is the vehicle license plate, a photograph of the vehicle, the location the photograph was taken and the date and time the photograph was taken. The data that is contained in the database is encrypted and does not keep any personal information.

462.6 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The Newark Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

(a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (Civil Code § 1798.90.52).

(b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.

(c) ALPR system audits should be conducted on a regular basis.

For security or data breaches, see the Records Release and Maintenance Policy.

462.7 ACCESS TO ALPR DATA

Access to ALPR data is restricted to employees with both the need to know and the right to know. When these conditions are met, data can be used for the following purposes:

(a) To locate stolen vehicles, wanted persons, and suspects of misdemeanors and felony crimes.

(b) To locate and apprehend individuals subject to arrest warrants or otherwise lawfully sought by law enforcement.

(c) To locate witnesses and victims of violent crimes.

(d) To locate missing children, at risk missing adults and elderly individuals, including responding to Amber and Silver Alerts.

(e) To protect participants at special events and critical infrastructure.

ALPR data shall not be used to enforce infractions or minor vehicle code violations.

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462.8 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

(a) The agency makes a written request for the ALPR data that includes:
    1. The name of the agency.
    2. The name of the person requesting.
    3. The intended purpose of obtaining the information.

(b) The request is reviewed by the Administration Division Commander or the authorized designee and approved before the request is fulfilled.

(c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

462.9 TRAINING

The Training Manager should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

462.10 REPORTING

An annual report will be completed detailing the use of the ALPR system. The Administration Division Commander will be responsible for completing the report.

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Automated License Plate Readers (ALPRs)

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The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

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All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

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(a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.

(b) Training requirements for authorized users.

(c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.

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(d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.

(e) The title and name of the current designee in overseeing the ALPR operation.

(f) Working with the Custodian of Records on the retention and destruction of ALPR data.

(g) Ensuring this policy and related procedures are conspicuously posted on the department's website.

462.4 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

(a) An ALPR shall only be used for official law enforcement business.

(b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.

(c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.

(d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.

(e) No ALPR operator may access department, state or federal data unless otherwise authorized to do so.

(f) ~~If practicable, the~~ Employees should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

(g) Designations of hot lists to be utilized by the ALPR system shall be made by the Administration Division Commander or their designee. Hot lists shall be obtained or compiled from sources as may be consistent with the purposes of the ALPR system set forth in this policy. These sources may include, but are not limited to:

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- NCIC Missing or Endangered person files, as available;
- NCIC Violent Gang and Terrorist Organization file, as available;
- NCIC Sexual Offender;
- Newark records identifying plates associated with criminal activity.

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462.5 DATA COLLECTION AND RETENTION

The Administration Division Commander is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from ~~vehicles~~ ALPR systems to the designated storage in accordance with department procedures.

All ALPR data downloaded to the server should be stored for a minimum of one year (Government Code § 34090.6) and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

The only information contained in the ALPR database is the vehicle license plate, a photograph of the vehicle, the location the photograph was taken and the date and time the photograph was taken. The data that is contained in the database is encrypted and does not keep any personal information.

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(a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (Civil Code § 1798.90.52).

(b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.

(c) ALPR system audits should be conducted on a regular basis.

For security or data breaches, see the Records Release and Maintenance Policy.

462.7 ACCESS TO ALPR DATA

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(b) To locate and apprehend individuals subject to arrest warrants or otherwise lawfully sought by law enforcement.

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(d) To locate missing children , at risk missing adults and elderly individuals, including responding to Amber and Silver Alerts.

(e) To protect participants at special events and critical infrastructure.

ALPR data shall not be used to enforce infractions or minor vehicle code violations.

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1. The name of the agency.
2. The name of the person requesting.
3. The intended purpose of obtaining the information.

(b) The request is reviewed by the Administration Division Commander or the authorized designee and approved before the request is fulfilled.

(c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

462.9 TRAINING

The Training Manager should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

462.10 REPORTING

An annual report will be completed detailing the use of the ALPR system . The Administration Division Commander will be responsible for completing the report.

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