



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, April 14, 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. Proclaiming April 24th to April 30th as National Crime Victims' Rights Week
2. 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 March 24, 2022, special and regular 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 April 14 pursuant to AB 361

4. Adopt a resolution establishing the number of residents in the City of Newark for the purpose of determining the voluntary expenditure ceiling for the November 8, 2022, Municipal Election
5. Adopt a resolution initiating the 2022 Weed Abatement Program and setting May 26, 2022 for a public hearing
6. Adopt a Resolution Authorizing the City Manager to Execute a Contractual Services Agreement with Baird + Driskell Community Planning and Authorizing Amendment of the 2020- 2022 Biennial Budget for Fiscal Year 2022 to Provide Funding for General Plan Updates related to the Services Associated with the 2023-2031 Housing Element.

E. PUBLIC HEARINGS

F. OTHER BUSINESS

1. Resolution to Initiate Proceedings for the Levy and Collection of Assessments for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18, and 19 for fiscal year 2022-2023

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

1. Closed session for conference with Labor Negotiators pursuant to California Government Code Section 54957.6. Agency designated representatives: City Manager Benoun, Assistant City Manager Hovorka, and Human Resources Director Solito; Employee Groups: the Newark Association of Miscellaneous Employees; the Newark Police Management Association; the Newark Police Association; the Confidential Employee Group; and City Officials and the Management, Supervisory, and Professional Employee Group.

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/UC383NGSxaPwZP1IkJbo2T8A>

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/81447487405>

From a telephone dial 1- 669-900-9128, Webinar ID Number 814 4748 7405

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 04/14/2022
TO Honorable Mayor and City Council Members
FROM Sheila Harrington, City Clerk
SUBJECT Proclaiming April 24th to April 30th as National Crime Victims' Rights Week

A proclamation has been prepared declaring April 24th to April 30th as National Crime Victims' Rights Week. This proclamation recognizes the efforts being made to assist crime victim survivors. A representative from the Alameda County District Attorney's Office Victim/Witness Assistance Division will accept the proclamation.

Attachments

Proclamation

PROCLAMATION NO. 1864

NATIONAL VICTIMS' RIGHTS WEEK

Whereas, more than 26 million people become victims of crime each year and the Alameda County Victim-Witness Division is dedicated to ensuring the rights of crime victims and their families by providing services to aid in their recovery from the impact of crime as they reclaim their sense of safety, well-being, and dignity. The Victim-Witness staff assists victims of crime without regard to a person's race, gender, religion, nationality, sexual orientation, and gender identity or immigration status.

Whereas, victims are faced with many challenges as a result of crime; often times, victims enter systems that fail to meet their needs, provide appropriate services, and fail to treat them with the dignity and respect they deserve; and involving survivors helps victim service providers and criminal justice professionals understand the culture, values, and expectations of underserved and unserved victims who seek assistance and justice; and

Whereas, the Alameda County District Attorney's Office Victim-Witness Assistance Program was the first such program established in 1974, beginning with one Victim Advocate.

Whereas, in 1984, the Crime Victims Fund was established by the Victims of Crime Act (VOCA) to provide a permanent source of support for crime victim services and compensation. Alameda County District Attorney's Office Victim-Witness Assistance Division partners with survivors, community service providers, criminal justice professionals and victim advocates working together to enhance a criminal justice system response that is accessible, culturally competent, and appropriate for all victims of crime.

Whereas, in 2021, the Alameda County District Attorney's Office Victim-Witness Assistance Division provided over 1,567 services to more than 289 crime victims in Newark. For victims of crime without independent financial means, the District Attorney's office facilitated financial support through the Victim Compensation Program.

NOW, THEREFORE, I, Alan L. Nagy, Mayor of the City of Newark, on behalf of the Newark City Council, do hereby proclaim April 24 – 30, 2022, as

NATIONAL VICTIMS' RIGHTS WEEK

in Newark and call upon all citizens to reaffirm the commitment to respect and enforce victims' rights and address their needs during Victims' Rights Week and throughout the year.

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

ALAN L. NAGY
Mayor



STAFF REPORT

Item B. 2.

DATE 04/14/2022
TO Honorable Mayor and City Council Members
FROM Sheila Harrington, City Clerk
SUBJECT Introduction of employees

Police Officers Samantha Adami and Samantha Sanchez will be introduced at the City Council meeting.



STAFF REPORT

Item D. 1.

DATE 04/14/2022
TO Honorable Mayor and City Council Members
FROM Gloria Del Rosario, Accounting Manager
SUBJECT Approval of Audited Demands

Attachments

Audited demands

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 03/17/2022

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	03/17/2022	5220 Accounts Payable	ABACUS PRODUCTS INC		148.32
	Invoice	Date	Description		Amount
	B67300	02/22/2022	CITY LETTERHEAD/ENVELOPES		74.16
	B67301	02/22/2022	CITY LETTERHEAD/ENVELOPES		74.16
Check	03/17/2022	5221 Accounts Payable	ABC FIRE PROTECTION, INC.		336.70
	Invoice	Date	Description		Amount
	61340	02/23/2022	FIRE EXTINGUISHERS SERVICE AND MAINTENANCE		336.70
Check	03/17/2022	5222 Accounts Payable	ALESHIRE & WYNDER, LLP		841.00
	Invoice	Date	Description		Amount
	66599	03/03/2022	FY 21/22 INVESTIGATION & LEGAL SERVICES - 02/2022		841.00
Check	03/17/2022	5223 Accounts Payable	ALL CITY MANAGEMENT SERVICES, INC.		10,255.90
	Invoice	Date	Description		Amount
	75559	02/23/2022	SCHOOL CROSSING GUARD SVCS 02/06-02/19/22		4,813.79
	75320	02/09/2022	SCHOOL CROSSING GUARD SVCS 01/23-02/05/22		5,442.11
Check	03/17/2022	5224 Accounts Payable	AT&T		181.12
	Invoice	Date	Description		Amount
	2300-030122	03/01/2022	CHARGES FOR CAPTION LISTINGS & CIRCUITS - 03/01 - 03/31/22		181.12
Check	03/17/2022	5225 Accounts Payable	BATTERY SYSTEMS		632.94
	Invoice	Date	Description		Amount
	7411803	02/24/2022	BATTERIES		632.94
Check	03/17/2022	5226 Accounts Payable	LAW OFFICES OF GARY M. BAUM		260.00
	Invoice	Date	Description		Amount
	001624	02/28/2022	LEGAL SERVICES		260.00
Check	03/17/2022	5227 Accounts Payable	BAY ISLAND OFFICIALS ASSOCIATION		531.00
	Invoice	Date	Description		Amount
	FEBRUARY282022	02/28/2022	SPORT OFFICIATING		531.00
Check	03/17/2022	5228 Accounts Payable	BUCHANAN AUTO ELECTRIC		970.28
	Invoice	Date	Description		Amount
	C61337	02/03/2022	FLEET CUSTOM GENERATOR		970.28
Check	03/17/2022	5229 Accounts Payable	CALICO CENTER		5,500.00

	Invoice	Date	Description	Amount
	LE2022NPD	12/30/2021	CHILD ABUSE FORENSIC INTERVIEWING, SUPPORT SVCS, AND TRAINING	5,500.00
Check	03/17/2022	5230 Accounts Payable	CALIFORNIA NARCOTIC OFFICERS' ASSOCIATION	225.00
	Invoice	Date	Description	Amount
	0419-042122	03/15/2022	DRUGGED DRIVING INVESTIGATIONS	225.00
Check	03/17/2022	5231 Accounts Payable	CENTRAL VETERINARY HOSPITAL	112.25
	Invoice	Date	Description	Amount
	475171	02/23/2022	VET SVCS 02/23/22	112.25
Check	03/17/2022	5232 Accounts Payable	CINDY HULL	300.00
	Invoice	Date	Description	Amount
	130	02/28/2022	LATENT PRINT ANALYSIS FEB 2022	300.00
Check	03/17/2022	5233 Accounts Payable	CITY OF FREMONT	61,476.00
	Invoice	Date	Description	Amount
	323230	02/04/2022	SHELTER TRUE UP FOR FY20/21	61,476.00
Check	03/17/2022	5234 Accounts Payable	CYNTHIA M KIRBY	1,050.00
	Invoice	Date	Description	Amount
	2203010	03/11/2022	POLYGRAPH TESTING SERVICES 12/04/21-02/13/22	1,050.00
Check	03/17/2022	5235 Accounts Payable	DAILY JOURNAL CORPORATION	83.75
	Invoice	Date	Description	Amount
	B3562758	03/08/2022	PH NOTICES FOR FY 21/22 - CONTRACT 21018	83.75
Check	03/17/2022	5236 Accounts Payable	DEPARTMENT OF JUSTICE	226.00
	Invoice	Date	Description	Amount
	565969	03/02/2022	FINGERPRINTING FEES - 02/22	226.00
Check	03/17/2022	5237 Accounts Payable	EWING IRRIGATION PRODUCTS INC.	3,280.85
	Invoice	Date	Description	Amount
	16195725	03/03/2022	IRRIGATION SUPPLIES	3,280.85
Check	03/17/2022	5238 Accounts Payable	FREMONT CDJR	97.18
	Invoice	Date	Description	Amount
	86148	03/02/2022	FLEET PARTS AND SUPPLIES	97.18
Check	03/17/2022	5239 Accounts Payable	INTERNATIONAL CODE COUNCIL, INC.	295.00
	Invoice	Date	Description	Amount
	1001451650	01/24/2022	BUILDING INSPECTION WEBINAR SERIES	295.00
Check	03/17/2022	5240 Accounts Payable	L.N. CURTIS AND SONS	303.03
	Invoice	Date	Description	Amount
	INV568001	02/10/2022	FLEET SUPPLIES-HANDLE KIT FOR S788E2	303.03
Check	03/17/2022	5241 Accounts Payable	LINCOLN AQUATICS	391.82
	Invoice	Date	Description	Amount
	SL033486	02/08/2022	GAL REFILLABLE SANI - CHLORINE	391.82
Check	03/17/2022	5242 Accounts Payable	MEYERS NAVE, A PROFESSIONAL	210.00

CORPORATION				
	Invoice	Date	Description	Amount
Check	187431	01/21/2022	LEGAL SERVICES - CARGILL FRANCHISE AGREEMENT THROUGH 12/31/21	210.00
	03/17/2022	5243 Accounts Payable	MISSION LINEN SUPPLY - UNIFORM	1,937.82
	Invoice	Date	Description	Amount
Check	FEB' 22	03/01/2022	UNIFORM PURCHASE 02/01-02/28/2022	1,937.82
	03/17/2022	5244 Accounts Payable	MONDAY.COM LTD	9,600.00
	Invoice	Date	Description	Amount
Check	IN22010002110	02/26/2022	PROJECT/PLANNING SOFTWARE 08/03/21-08/02/22	9,600.00
	03/17/2022	5245 Accounts Payable	NHA ADVISORS, LLC	2,700.00
	Invoice	Date	Description	Amount
Check	00629	02/22/2022	FINANCIAL CONSULTING - 2019 COP	2,700.00
	03/17/2022	5246 Accounts Payable	PACIFIC GAS & ELECTRIC	179.51
	Invoice	Date	Description	Amount
Check	0552-030322	03/03/2022	ELECTRICITY CHARGES FOR STREET/TRAFFIC LIGHTS (1/27/22-2/25/22)	69.43
	2305-030322	03/03/2022	ELECTRICITY CHARGES FOR STREET/TRAFFIC LIGHTS (1/26/22-2/24/22)	110.08
	03/17/2022	5247 Accounts Payable	PETERSON TRUCKS, INC.	3,942.14
Check	Invoice	Date	Description	Amount
	111154	01/28/2022	HEAVY DUTY DIAGNOSTIC AND REPAIR	3,942.14
	03/17/2022	5248 Accounts Payable	PHOENIX GROUP INFORMATION SYSTEMS	275.75
Check	Invoice	Date	Description	Amount
	012022101	02/17/2022	PARKING CITATION PROGRAM JAN 2022	275.75
	03/17/2022	5249 Accounts Payable	WILLE ELECTRIC SUPPLY CO., INC	357.83
Check	Invoice	Date	Description	Amount
	S2072988.001	02/22/2022	SILLIMAN LIGHTS	357.83
	03/17/2022	5250 Accounts Payable	CENTERVILLE LOCKSMITH	7.75
Check	Invoice	Date	Description	Amount
	326368	02/25/2022	KEY REPLACEMENT	7.75
	03/17/2022	5251 Accounts Payable	STANDARD INSURANCE COMPANY	571.20
Check	Invoice	Date	Description	Amount
	MAR'22	03/11/2022	EMPLOYEE LIFE INSURANCE AND AD&D COVERAGE PREMIUMS - 03/22	571.20
	03/17/2022	5252 Accounts Payable	STANTEC CONSULTING SERVICES INC	22,536.50
Check	Invoice	Date	Description	Amount
	1891651	02/25/2022	EIR CONSULTING FOR MOWRY VILLAGE PROJECT - SVCS THRU 1/28/22	22,536.50
	03/17/2022	5253 Accounts Payable	STATE OF CALIFORNIA	1,259.61
Check	Invoice	Date	Description	Amount
	PPE 3.5.22	03/10/2022	GARNISH - WAGE GARNISHMENT CASE# 624448511	1,259.61
	03/17/2022	5254 Accounts Payable	T-MOBILE	138.96
	Invoice	Date	Description	Amount

	966241989-022122	02/21/2022	IPHONE SVC 01/21-02/20/22	138.96
Check	03/17/2022	5255 Accounts Payable	TARGET SPECIALTY PRODUCTS	711.58
	Invoice	Date	Description	Amount
	INVP500724797	02/25/2022	LANDSCAPE CHEMICALS	711.58
Check	03/17/2022	5256 Accounts Payable	THE ED JONES CO INC	112.14
	Invoice	Date	Description	Amount
	49992	12/15/2021	BADGES & INSIGNIA - GOLD FILL TOP RIBBON FOR 514 BADGE; TORRES	112.14
Check	03/17/2022	5257 Accounts Payable	THE GOODYEAR TIRE & RUBBER COMPANY	1,977.76
	Invoice	Date	Description	Amount
	184-1096393	02/24/2022	HEAVY DUTY TIRE TIRE REPLACEMENT FOR THORNTON FIRE	1,977.76
Check	03/17/2022	5258 Accounts Payable	UNION PACIFIC RAILROAD COMPANY	4,645.50
	Invoice	Date	Description	Amount
	90111886	11/12/2021	CENTRAL OVERPASS COLLABORATION COSTS, PROJECT 1014	2,200.50
	90110674	09/14/2021	CENTRAL OVERPASS COLLABORATION COSTS, PROJECT 1014	2,445.00
Check	03/17/2022	5259 Accounts Payable	URBAN PLANNING PARTNERS, INC.	2,495.00
	Invoice	Date	Description	Amount
	21009-220131	01/31/2022	ON-CALL PLANNING SVCS - TASK ORDER 1 (SVCS FOR JAN 2022)	2,495.00
Check	03/17/2022	5260 Accounts Payable	UTILITY TELECOM GROUP, LLC	19,189.78
	Invoice	Date	Description	Amount
	FEB '22	02/16/2022	TELEPHONE VOIP/WAN/SERVICE	19,189.78
Check	03/17/2022	5261 Accounts Payable	VERIZON WIRELESS	5,446.45
	Invoice	Date	Description	Amount
	9899815966	02/18/2022	IPHONE SVC 01/19-02/18/22	4,180.07
	9899110604	02/09/2022	CELL SVC FOR MDC'S 01/10-02/09/22	1,266.38
Check	03/17/2022	5262 Accounts Payable	VERIZON BUSINESS SERVICES	579.69
	Invoice	Date	Description	Amount
	72120206	02/20/2022	CELL SVC FOR MDC'S JAN 2022	579.69
Check	03/17/2022	5263 Accounts Payable	VIEVU, LLC	31,200.00
	Invoice	Date	Description	Amount
	INVV000061	10/13/2021	EQUIPMENT REPLACEMENT BODY CAMERAS; #2018-18	31,200.00
Check	03/17/2022	5264 Accounts Payable	VISTA UNIVERSAL INC	267.66
	Invoice	Date	Description	Amount
	T510999	01/07/2022	LIGHT REPLACEMENT	267.66
Check	03/17/2022	5265 Accounts Payable	KYI , VICTORIA	66.00
	Invoice	Date	Description	Amount
	638996	03/08/2022	REFUND DUE TO UNUSED CREDIT	66.00
Check	03/17/2022	5266 Accounts Payable	VILLANUEVA , EDUARD	300.00
	Invoice	Date	Description	Amount
	639422	03/15/2022	DEPOSIT REFUND FOR CANCELLED RENTAL	300.00

AP ZBA ACCOUNTS PAYABLE Totals:

Transactions: 47

\$198,206.77

Checks:

47

\$198,206.77

LIVE Newark CA LIVE
Payment Batch Register
 Bank Account: AP - ZBA ACCOUNTS PAYABLE
 Batch Date: 03/24/2022

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	03/24/2022	5267 Accounts Payable	4LEAF INC		31,120.00
	Invoice		Date	Description	Amount
		J1118A43	01/30/2022	BUILDING INSPECTION ON CALL SERVICES (12/1/21-12/31/21)	31,120.00
Check	03/24/2022	5268 Accounts Payable	ABC FIRE PROTECTION, INC.		333.16
	Invoice		Date	Description	Amount
		61339	02/23/2022	FIRE EXTINGUISHERS SERVICE AND MAINTENANCE	333.16
Check	03/24/2022	5269 Accounts Payable	AIRGAS USA, LLC		71.82
	Invoice		Date	Description	Amount
		9986941721	02/28/2022	RENT CYLINDER TANK 02/28/2022	71.82
Check	03/24/2022	5270 Accounts Payable	BAY AREA AIR QUALITY MGMT DIST.		404.00
	Invoice		Date	Description	Amount
		T135143	02/01/2022	ANNUAL PERMIT RENEWAL 4/1/2022-4/1/2023	404.00
Check	03/24/2022	5271 Accounts Payable	BAY CENTRAL PRINTING		64.27
	Invoice		Date	Description	Amount
		191153	03/04/2022	FY 21/22 STAFF BUSINESS CARD ORDERS	64.27
Check	03/24/2022	5272 Accounts Payable	BUREAU VERITAS NORTH AMERICA INC.		1,488.74
	Invoice		Date	Description	Amount
		22015421	02/20/2022	COMMERCIAL PLAN REVIEW TI 2021-0070 (REMAINING 10%)	1,100.18
		22015420	02/20/2022	COMMERCIAL PLAN REVIEW TI 2021-0065 (REMAINING 10%)	388.56
Check	03/24/2022	5273 Accounts Payable	APRO LLC		175.00
	Invoice		Date	Description	Amount
		020122-022822	02/28/2022	PATROL VEHICLE CLEANING FEB 2022	175.00
Check	03/24/2022	5274 Accounts Payable	CITY OF FREMONT		114,619.35
	Invoice		Date	Description	Amount
		323496	02/28/2022	SHELTER OPERATING EXPS MAR 2022	13,205.00
		323478	02/17/2022	JULY 2021 - DECEMBER 2021 PARATRANSIT	101,414.35
Check	03/24/2022	5275 Accounts Payable	COMCAST CABLE COMMUNICATIONS LLC		7,703.96
	Invoice		Date	Description	Amount
		257533	03/09/2022	INET COMCAST SERVICE FOR BROADCASTING (JB0000902987)	7,703.96
Check	03/24/2022	5276 Accounts Payable	BIKE EAST BAY		2,500.00

	Invoice	Date	Description	Amount
	BTWD2022CON	02/28/2022	BIKE TO WHEREVER DAY BRONZE SPONSORSHIP 2022	2,500.00
Check	03/24/2022	5277 Accounts Payable	EMC PLANNING GROUP INC.	1,192.29
	Invoice	Date	Description	Amount
	22-076	02/28/2022	CONSULTING ON NEWPARK PLACE SPECIFIC PLAN (FEB 2022)	1,192.29
Check	03/24/2022	5278 Accounts Payable	FREMONT CDJR	21.93
	Invoice	Date	Description	Amount
	86720	03/10/2022	FLEET PARTS AND SUPPLIES	21.93
Check	03/24/2022	5279 Accounts Payable	FREMONT FLOWERS, ALWAYS FRESH!	85.92
	Invoice	Date	Description	Amount
	347683/1	02/22/2022	GET WELL FLOWERS	85.92
Check	03/24/2022	5280 Accounts Payable	GHA TECHNOLOGIES, INC.	2,883.28
	Invoice	Date	Description	Amount
	101198076	03/02/2022	MANAGEDENGINE SOFTWARE RENEWAL	2,883.28
Check	03/24/2022	5281 Accounts Payable	GHD INC.	534.00
	Invoice	Date	Description	Amount
	380-0009466	03/01/2022	ON CALL TRAFFIC ENGINEERING SERVICES (1/30/22-2/26/22)	534.00
Check	03/24/2022	5282 Accounts Payable	GYM DOCTORS	190.00
	Invoice	Date	Description	Amount
	00129083	03/03/2022	MAINTENANCE SERVICE FOR 3/2/22	190.00
Check	03/24/2022	5283 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC	2,984.70
	Invoice	Date	Description	Amount
	8798898	03/10/2022	COPIER LEASE/SERVICE/SUPPLIES - MAR '22	2,984.70
Check	03/24/2022	5284 Accounts Payable	KBA DOCUMENT SOLUTIONS, LLC	1,351.28
	Invoice	Date	Description	Amount
	55Y1256564	03/03/2022	COPIER LEASE/SERVICE/SUPPLIES - 2/1-2/28/22	1,351.28
Check	03/24/2022	5285 Accounts Payable	LOOMIS	353.01
	Invoice	Date	Description	Amount
	12982327	02/28/2022	ARMORED CAR SERVICE - 02/22	353.01
Check	03/24/2022	5286 Accounts Payable	MANAGEMENT PARTNERS INC.	1,895.00
	Invoice	Date	Description	Amount
	10294	03/03/2022	ADVISE ON ECONOMIC DEVELOPMENT PROJECTS (2/15/22)	285.00
	INV10294	03/03/2022	FINANCIAL CONSULTING	140.00
	INV10119	01/04/2022	ADVISE ON HUMAN RESOURCE MATTERS 12/02-12/20/21	1,470.00
Check	03/24/2022	5287 Accounts Payable	MANUEL FERNANDEZ CONSTRUCTION	3,377.42
	Invoice	Date	Description	Amount
	2020118	03/01/2022	CARPET CLEANING	3,377.42
Check	03/24/2022	5288 Accounts Payable	MARK GOTHARD	381.30
	Invoice	Date	Description	Amount
	030622	03/06/2022	MARTIAL ARTS SEMINAR 3/6/22	381.30

Check	03/24/2022	5289 Accounts Payable	METROPOLITAN PLANNING GROUP	4,181.25
	Invoice	Date	Description	Amount
	2003053	02/28/2022	PROJECT MGMT SERVICES-FMC WILLOW-3RD AMENDMENT-SVCS THRU 2/28/22	3,875.00
	2003052	02/28/2022	TASK ORDER #3 - CEDAR/ROBSON HOMES PROJECT -SVCS THRU 2/28/22	306.25
Check	03/24/2022	5290 Accounts Payable	KIDZ LOVE SOCCER	5,990.40
	Invoice	Date	Description	Amount
	0123-031322	03/15/2022	PAYMENT FOR SOCCER 1/23-3/13/22	5,990.40
Check	03/24/2022	5291 Accounts Payable	PACIFIC GAS & ELECTRIC	62,055.75
	Invoice	Date	Description	Amount
	9045-030422	03/04/2022	ELECTRICITY CHARGES FOR STREET/TRAFFIC LIGHT (1/26/22-2/24/22)	180.53
	1859-030722	03/07/2022	ELELCTRICITY CHARGES FOR STREET/TRAFFIC LIGHTS (1/28/22-2/28/22)	1,845.51
	3926-030722	03/07/2022	ELELCTRICITY CHARGES FOR STREET/TRAFFIC LIGHTS (1/28/22-2/28/22)	94.74
	0870-030822	03/08/2022	ELECTRICITY CHARGES FOR STREET/TRAFFIC LIGHTS (1/29/22-3/1/22)	70.99
	7578-031422	03/14/2022	ELECTRICITY - MAR 2022	59,863.98
Check	03/24/2022	5292 Accounts Payable	PAKPOUR CONSULTING GROUP, INC.	8,012.82
	Invoice	Date	Description	Amount
	3733	03/01/2022	ON CALL CIVIL ENGINEERING PLAN REVIEW SERVICES (2/1/22-2/28/22)	8,012.82
Check	03/24/2022	5293 Accounts Payable	QUADIENT LEASING USA, INC.	417.69
	Invoice	Date	Description	Amount
	N9298093	02/28/2022	MAIL AND FOLDER MACHINE LEASE - 3/01-3/31/22	417.69
Check	03/24/2022	5294 Accounts Payable	RINCON CONSULTANTS, INC	277.50
	Invoice	Date	Description	Amount
	37003	02/14/2022	CEQA CONSULTING SERVICES - HYATT HOUSE	277.50
Check	03/24/2022	5295 Accounts Payable	SEDGWICK	87,659.00
	Invoice	Date	Description	Amount
	CC-0317093433	03/17/2022	CC-WC CLAIM #NEWA-1393	42,812.50
	CC-0317093804	03/17/2022	CC-WC CLAIM #NEWA-1393	14,601.50
	CC-0317094022	03/17/2022	CC-WC CLAIM #NEWA-1393	17,750.00
	CC-0318113135	03/18/2022	CC-WC CLAIM #NEWA-1376	12,495.00
Check	03/24/2022	5296 Accounts Payable	SILVER & WRIGHT LLP	9,260.50
	Invoice	Date	Description	Amount
	29175	03/01/2022	LEGAL SERVICES	2,494.50
	28899	01/01/2022	LEGAL SERVICES	6,766.00
Check	03/24/2022	5297 Accounts Payable	SMITH & SONS ELECTRIC, INC.	5,751.39
	Invoice	Date	Description	Amount
	22005	02/17/2022	ADD CIRCUIT IN PD LOT FOR VEHICLE CHARGING, PROJECT 1188	5,751.39
Check	03/24/2022	5298 Accounts Payable	SSP DATA	35,973.56
	Invoice	Date	Description	Amount
	60349	10/06/2021	CISCO SWITCHES	35,973.56
Check	03/24/2022	5299 Accounts Payable	STANDARD INSURANCE COMPANY	838.50
	Invoice	Date	Description	Amount

	MAR 2022 - LTD	02/14/2022	STANDARD - STANDARD INSURANCE COMPANY*	838.50
Check	03/24/2022	5300 Accounts Payable	TEMPERATURE TECHNOLOGY INC.	1,914.32
	Invoice	Date	Description	Amount
	1021-1426	02/09/2022	SILLIMAN HEATER REPAIR AND MAINT	1,914.32
Check	03/24/2022	5301 Accounts Payable	TREASURER OF ALAMEDA COUNTY	83,006.00
	Invoice	Date	Description	Amount
	21M09:12	09/16/2021	ALAMEDA COUNTY CLEAN WATER PROGRAM CONTRIBUTION 7/1/21-6/30/22	79,906.00
	21M09:24	09/29/2021	CITY CLEAN WATER UTILITY STORMWATER FEES 7/1/21-6/30/22	3,100.00
Check	03/24/2022	5302 Accounts Payable	TYLER TECHNOLOGIES, INC.	1,141.00
	Invoice	Date	Description	Amount
	045-366296	01/12/2022	TIMEKEEPING AND ADVANCE SCHEDULING IMPLEMENTATION 12/20-12/30/21	978.00
	045-368569	02/09/2022	TIMEKEEPING AND ADVANCE SCHEDULING IMPLEMENTATION - 01/31/22	163.00
Check	03/24/2022	5303 Accounts Payable	VISTA UNIVERSAL INC	175.00
	Invoice	Date	Description	Amount
	T511005	02/18/2022	LIGHT REPLACEMENT	175.00
Check	03/24/2022	5304 Accounts Payable	COOPER , SHERYL F	1,000.00
	Invoice	Date	Description	Amount
	2022-00004089	03/16/2022	SPECIAL EVENT PERMIT REFUND	1,000.00
Check	03/24/2022	5305 Accounts Payable	KOTAKE , DORENE AND CURTIS	1,000.00
	Invoice	Date	Description	Amount
	2022-1666	03/17/2022	ENCP2021-0323 RFND	1,000.00
Check	03/24/2022	5306 Accounts Payable	MUNOZ , FELIPE	18.02
	Invoice	Date	Description	Amount
	030722UUT	03/23/2022	UUT REFUND	18.02
Check	03/24/2022	5307 Accounts Payable	OVERTON MOORE PROPERTIES	13,800.00
	Invoice	Date	Description	Amount
	194284	03/17/2022	ENCP2019-0071 RFND	13,800.00
Check	03/24/2022	5308 Accounts Payable	STREAMLINE PLUMBING	1,000.00
	Invoice	Date	Description	Amount
	2021-2044	03/17/2022	ENCP2020-0127 RFND	1,000.00
Check	03/24/2022	5309 Accounts Payable	TARC CONSTRUCTION INC	1,000.00
	Invoice	Date	Description	Amount
	2021-202	03/17/2022	ENCP2020-0115 RFND	1,000.00
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 43	\$498,203.13
Checks:		43	\$498,203.13	

LIVE Newark CA LIVE
Payment Batch Register
Bank Account: AP - ZBA ACCOUNTS PAYABLE
Batch Date: 03/31/2022

Type	Date	Number Source	Payee Name	EFT Bank/Account	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE					
Check	03/31/2022	5310 Accounts Payable	4IMPRINT, INC.		2,613.64
	Invoice	Date	Description		Amount
	9755779	03/09/2022	PROMOTIONAL ITEMS		2,613.64
Check	03/31/2022	5311 Accounts Payable	4LEAF INC		16,275.00
	Invoice	Date	Description		Amount
	J3962F	03/24/2022	TEMPORARY PROFESSIONAL PLANNING SERVICES (2/1/22-2/28/22)		16,275.00
Check	03/31/2022	5312 Accounts Payable	ACCESS		80.00
	Invoice	Date	Description		Amount
	9290329	02/28/2022	SHREDDING SVCS FEB 2022		80.00
Check	03/31/2022	5313 Accounts Payable	AFLAC		920.48
	Invoice	Date	Description		Amount
	601290	03/11/2022	APRIL 2022 PREMIUMS		920.48
Check	03/31/2022	5314 Accounts Payable	TREASURER OF ALAMEDA COUNTY		5,471.50
	Invoice	Date	Description		Amount
	FEB'22	03/01/2022	CRIME LAB FEES - FEB'22		5,471.50
Check	03/31/2022	5315 Accounts Payable	ALAMEDA COUNTY SHERIFF'S OFFICE		1,309.00
	Invoice	Date	Description		Amount
	290131-0322-7241	03/23/2022	DEFENSIVE TACTICS INSTRUCTOR COURSE 04/18-04/29/22		1,309.00
Check	03/31/2022	5316 Accounts Payable	ALAMEDA COUNTY FIRE DEPARTMENT		930,957.42
	Invoice	Date	Description		Amount
	2021-22-306	03/11/2022	CONTRACT FIRE SERVICES - 03/22		930,957.42
Check	03/31/2022	5317 Accounts Payable	BAY CENTRAL PRINTING		128.54
	Invoice	Date	Description		Amount
	191334	03/17/2022	REMAINING FY 21/22 STAFF BUSINESS CARD ORDERS (PATTI)		64.27
	191358	03/21/2022	REMAINING FY 21/22 STAFF BUSINESS CARD ORDERS		64.27
Check	03/31/2022	5318 Accounts Payable	BEAR ELECTRICAL SOLUTIONS, INC.		22,987.01
	Invoice	Date	Description		Amount
	14859	01/28/2022	STREET LIGHT MAINTENANCE (JANUARY 2022)		15,860.78
	15102	02/28/2022	STREET LIGHT MAINTENANCE (FEBRUARY 2022)		7,126.23
Check	03/31/2022	5319 Accounts Payable	BLAISDELL'S BUSINESS PRODUCTS		248.36

	Invoice	Date	Description	Amount
	MAR'22	03/30/2022	OFFICE SUPPLIES	248.36
Check	03/31/2022	5320 Accounts Payable	BOND BLACKTOP INC	25,023.48
	Invoice	Date	Description	Amount
	16595	03/18/2022	PROJECT 1251 RETENTION PAYMENT	25,023.48
Check	03/31/2022	5321 Accounts Payable	CAL-WEST LIGHTING & SIGNAL MAINTENANCE	4,840.74
	Invoice	Date	Description	Amount
	220125	01/31/2022	TRAFFIC LIGHT MAINTENANCE (JANUARY 2022)	3,273.50
	220218	02/28/2022	TRAFFICE SIGNAL MAINTENANCE (FEBRUARY 2022)	1,567.24
Check	03/31/2022	5322 Accounts Payable	CAPPO	130.00
	Invoice	Date	Description	Amount
	300010622	03/30/2022	2022-2023 MEMBERSHIP RENEWAL	130.00
Check	03/31/2022	5323 Accounts Payable	CARBONIC SERVICE	472.04
	Invoice	Date	Description	Amount
	411893	03/12/2022	CO2 - BULK DELIVERY	472.04
Check	03/31/2022	5324 Accounts Payable	BEACON VETERINARY SPECIALISTS	300.00
	Invoice	Date	Description	Amount
	121893	01/20/2022	VET SVCS 01/20/22	150.00
	122118	01/22/2022	VET SVCS 01/22/22	150.00
Check	03/31/2022	5325 Accounts Payable	PETTY CASH CUSTODIAN-JESSICA GURULE	603.92
	Invoice	Date	Description	Amount
	070621-030822	03/29/2022	REC PETTY CASH REPLENISHMENT V#1108-1125	603.92
Check	03/31/2022	5326 Accounts Payable	CITY OF UNION CITY	14,271.84
	Invoice	Date	Description	Amount
	2022-0323	03/01/2022	50% OF EMERGENCY SERVICES COORDINATORY SALARY	14,271.84
Check	03/31/2022	5327 Accounts Payable	COUNTY OF ALAMEDA	842.50
	Invoice	Date	Description	Amount
	FEBRUARY'22	03/30/2022	CITATION PROCESSING FEES - FEB'22	842.50
Check	03/31/2022	5328 Accounts Payable	ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT	3,399.55
	Invoice	Date	Description	Amount
	112-2202036	03/09/2022	AWS ACCESS FEES FEB 2022	3,399.55
Check	03/31/2022	5329 Accounts Payable	CRIME SCENE CLEANERS INC	80.00
	Invoice	Date	Description	Amount
	83899	02/24/2022	HAZARDOUS WASTE CLEAN UP 02/24/22	80.00
Check	03/31/2022	5330 Accounts Payable	EDEN I&R INC	16,443.95
	Invoice	Date	Description	Amount
	22-106	03/21/2022	2-1-1 PHONE LINE SERVICE	16,443.95
Check	03/31/2022	5331 Accounts Payable	ESA	9,512.50

	Invoice	Date	Description	Amount
	172685	03/17/2022	HOUSING ELEMENT UPDATE PREPARATION	9,512.50
Check	03/31/2022	5332 Accounts Payable	EQUIFAX INFORMATION SVCS LLC	50.96
	Invoice	Date	Description	Amount
	6719933	03/07/2022	CREDIT BUREAU REPORT FEES - 03/22	50.96
Check	03/31/2022	5333 Accounts Payable	FEHR & PEERS	11,938.23
	Invoice	Date	Description	Amount
	152382	02/14/2022	TASK ORDER #5 LOCAL ROADWAY SAFETY PLAN (1/1/22-1/28/22)	7,065.25
	152881	03/03/2022	TASK ORDER #5 LOCAL ROADWAY SAFETY PLAN (1/30/22-2/25/22)	4,872.98
Check	03/31/2022	5334 Accounts Payable	FIRST BAPTIST CHURCH	80.00
	Invoice	Date	Description	Amount
	MARCH 2022	03/24/2022	MARCH 2022 CONTRIBUTION	80.00
Check	03/31/2022	5335 Accounts Payable	FRANK BONETTI PLUMBING INC	330.00
	Invoice	Date	Description	Amount
	70064	03/09/2022	PLUMBING REPAIRS	330.00
Check	03/31/2022	5336 Accounts Payable	GRAINGER	50.40
	Invoice	Date	Description	Amount
	9224296187	02/24/2022	SUPPLIES - MAGNET	4.34
	9224296195	02/24/2022	SILLIMAN SUPPLIES - COUPLING INSERT	7.40
	9224296203	02/24/2022	SUPPLIES - MAGNET	13.02
	9224296211	02/24/2022	SILLIMAN SUPPLIES - SLEEVE COUPLING FLANGE	25.64
Check	03/31/2022	5337 Accounts Payable	GREEN VALLEY LANDSCAPE	6,130.50
	Invoice	Date	Description	Amount
	4121	03/18/2022	PROJECT 1199 RETENTION PAYMENT	6,130.50
Check	03/31/2022	5338 Accounts Payable	HILLYARD / SAN FRANCISCO	353.75
	Invoice	Date	Description	Amount
	604663339	03/08/2022	JANITORIAL SUPPLIES - TRASH BAGS	353.75
Check	03/31/2022	5339 Accounts Payable	HURST/HARRIGAN ASSOCIATES	8,511.56
	Invoice	Date	Description	Amount
	001	03/28/2022	SVCS FOR URBAN PLANNING, ECON, REAL ESTATE ADVISORY	8,511.56
Check	03/31/2022	5340 Accounts Payable	IDAX	660.00
	Invoice	Date	Description	Amount
	INV-0001902	03/11/2022	SPEED SURVEY - FAIR AVE	100.00
	INV-0001903	03/11/2022	SPPED SURVEY - LAFAYETTE	560.00
Check	03/31/2022	5341 Accounts Payable	JARVIS FAY & GIBSON, LLP	306.00
	Invoice	Date	Description	Amount
	16158	01/31/2022	LEGAL SERVICES FOR FMC WILLOW PROJECT	306.00
Check	03/31/2022	5342 Accounts Payable	2THRIVEMEDIA LLC DBA LOCO CANOPIES	5,560.64
	Invoice	Date	Description	Amount
	5919	03/15/2022	CUSTOM RECREATION EVENT CANOPIES & TABLE COVERS	5,560.64

Check	03/31/2022	5343 Accounts Payable	NAPA AUTO PARTS	1,591.99
	Invoice	Date	Description	Amount
	FEB' 22	02/28/2022	FLEET PARTS AND SUPPLIES	1,591.99
Check	03/31/2022	5344 Accounts Payable	LANGUAGE LINE SERVICES	301.26
	Invoice	Date	Description	Amount
	10463846	02/28/2022	INTERPRETATION SVCS FEB 2022	301.26
Check	03/31/2022	5345 Accounts Payable	LEXISNEXIS RISK DATA MANAGEMENT INC.	424.20
	Invoice	Date	Description	Amount
	1415640-20220228	02/28/2022	BACKGROUND CHECKS FEB 2022	424.20
Check	03/31/2022	5346 Accounts Payable	LINCOLN AQUATICS	2,865.18
	Invoice	Date	Description	Amount
	SL033739	02/23/2022	MURIATIC ACID	636.16
	D8766676	02/21/2022	72-100 SUITMATE	2,229.02
Check	03/31/2022	5347 Accounts Payable	Meyers Nave	9,414.00
	Invoice	Date	Description	Amount
	189169	02/25/2022	LEGAL SVCS FOR TIMBER ST PROJECT (SVCS THRU 1/31/22)	1,143.40
	189166	02/25/2022	LEGAL SVCS - SANCTUARY WEST (SVCS THRU 1/31/22)	2,294.90
	191232	03/17/2022	LEGAL SVCS - SANCTUARY WEST (SVCS THRU 2/28/22)	866.00
	189168	02/25/2022	LEGAL SVCS (SVCS THRU 1/31/22)	1,814.20
	191234	03/17/2022	LEGAL SVCS (SVCS THRU 2/28/22)	866.90
	189171	02/25/2022	LEGAL SVCS - MOWRY VILLAGE (SVCS THRU 1/31/22)	1,039.20
	189170	02/25/2022	LEGAL SVCS - FMC WILLOW (SVCS THRU 1/31/22)	1,389.40
Check	03/31/2022	5348 Accounts Payable	MNS ENGINEERS INC	18,617.50
	Invoice	Date	Description	Amount
	79952	03/09/2022	ON CALL PUBLIC WORKS INSPECTIONS (2/1/22-2/28/22)	18,617.50
Check	03/31/2022	5349 Accounts Payable	PROFORCE LAW ENFORCEMENT	945.23
	Invoice	Date	Description	Amount
	473222	01/25/2022	TASER SUPPLIES	945.23
Check	03/31/2022	5350 Accounts Payable	PROVIDENT LIFE & ACCIDENT INSURANCE	261.24
	Invoice	Date	Description	Amount
	MARCH 2022	03/21/2022	UNUM - UNUM INSURANCE*	261.24
Check	03/31/2022	5351 Accounts Payable	R.L. BANKS & ASSOCIATES	11,300.00
	Invoice	Date	Description	Amount
	1	02/28/2022	RAILROAD QUIET ZONE STUDY, PROJECT 1276 (JANUARY 2022)	7,862.50
	2	03/02/2022	RAILROAD QUIET ZONE STUDY, PROJECT 1276 (FEBRUARY 2022)	3,437.50
Check	03/31/2022	5352 Accounts Payable	RUTAN & TUCKER, LLP	2,826.00
	Invoice	Date	Description	Amount
	923151	03/22/2022	LEGAL SERVICES FOR SANCTUARY WEST	2,826.00
Check	03/31/2022	5353 Accounts Payable	SAN MATEO REGIONAL NETWORK INC	20.00
	Invoice	Date	Description	Amount

	23968	03/10/2022	DNS SERVICE - 3/22	20.00
Check	03/31/2022	5354 Accounts Payable	STANTEC CONSULTING SERVICES INC	13,908.00
	Invoice	Date	Description	Amount
	1903256	03/24/2022	EIR CONSULTING FOR MOWRY VILLAGE PROJECT (PERIOD ENDING 2/25/22)	13,908.00
Check	03/31/2022	5355 Accounts Payable	STAPLES	718.46
	Invoice	Date	Description	Amount
	8065250851	02/15/2022	OFFICE SUPPLIES	617.75
	8065412487	02/28/2022	OFFICE SUPPLIES	100.71
Check	03/31/2022	5356 Accounts Payable	STATE OF CALIFORNIA	1,259.61
	Invoice	Date	Description	Amount
	PPE 3.19.22	03/24/2022	GARNISH - WAGE GARNISHMENT CASE# 624448511	1,259.61
Check	03/31/2022	5357 Accounts Payable	TIREHUB, LLC	908.73
	Invoice	Date	Description	Amount
	25017965	01/12/2022	TIRES - REVO 3 OWL	908.73
Check	03/31/2022	5358 Accounts Payable	SANDRA TURCHAN	540.00
	Invoice	Date	Description	Amount
	0708-091121EXP	03/04/2022	EXPENSE REIMBURSEMENT	540.00
Check	03/31/2022	5359 Accounts Payable	TURF STAR, INC.	523.63
	Invoice	Date	Description	Amount
	7215587-00	03/08/2022	SMALL EQUIPMENT PARTS AND SUPPLIES	523.63
Check	03/31/2022	5360 Accounts Payable	UNIVERSAL BUILDING SERVICES & SUPPLY	466.56
	Invoice	Date	Description	Amount
	499169	02/28/2022	JANITORIAL ADDITIONAL SERVICE -SERVICE CENTER	466.56
Check	03/31/2022	5361 Accounts Payable	URBAN PLANNING PARTNERS, INC.	1,165.00
	Invoice	Date	Description	Amount
	21009-220228	03/22/2022	TASK ORDER 1 - AFFORDABLE HOUSING (FEB 2022)	1,165.00
Check	03/31/2022	5362 Accounts Payable	UTILITY TELECOM GROUP, LLC	19,490.66
	Invoice	Date	Description	Amount
	16402	03/16/2022	TELEPHONE VOIP/WAN/SERVICE JULY 2021 - JUNE 2022 - FIBER REPAIR	537.05
	MAR-22	03/16/2022	TELEPHONE VOIP/WAN/SERVICE JULY 2021 - JUNE 2022 - MAR - '22	18,953.61
Check	03/31/2022	5363 Accounts Payable	VISTA UNIVERSAL INC	224.15
	Invoice	Date	Description	Amount
	T511003	02/18/2022	LIGHT REPLACEMENT	224.15
Check	03/31/2022	5364 Accounts Payable	WEX BANK	1,588.83
	Invoice	Date	Description	Amount
	79200234	03/06/2022	CHEVRON FUEL PURCHASE 03/07/2021-3/6/2021	1,588.83

AP ZBA ACCOUNTS PAYABLE Totals:

Transactions: 55

\$1,180,243.74

Checks: 55 \$1,180,243.74

LIVE Newark CA LIVE

Void Payment - Reissue Check Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 03/31/2022

Original Type	Original Date	Original Number Source	Payee Name	EFT Bank/Account	Reissue Type	Reissue Number	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE							
Check	09/23/2021	3996 Accounts Payable	ELSA CERVANTES		Check	5365	1,667.61
AP ZBA ACCOUNTS PAYABLE Totals:			Transactions: 1				\$1,667.61
Checks:		1	\$1,667.61				

LIVE Newark CA LIVE
Void Payment - Reissue Check Register

Bank Account: AP - ZBA ACCOUNTS PAYABLE

Batch Date: 03/31/2022

Original Type	Original Date	Original Number	Source	Payee Name	EFT Bank/Account	Reissue Type	Reissue Number	Transaction Amount
Bank Account: AP - ZBA ACCOUNTS PAYABLE								
Check	03/03/2022	5174	Accounts Payable	MURIETA OWNERS ASSOCIATION		Check	5366	1,000.00
AP ZBA ACCOUNTS PAYABLE Totals:				Transactions: 1				\$1,000.00
Checks:		1		\$1,000.00				



STAFF REPORT

Item D. 2.

DATE 04/14/2022
TO Honorable Mayor and City Council Members
FROM Sheila Harrington, City Clerk
SUBJECT Approval of March 24, 2022, special and regular meeting minutes

Attachments

Special Meeting Minutes
Regular Meeting Minutes



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



Minutes Special Meeting Thursday, March 24, 2022

A. ROLL CALL

Mayor Nagy called the meeting to order at 6:00 p.m. Present were Council Members Collazo, Bucci, and Vice Mayor Hannon. Council Member Freitas was noted absent.

The Newark Police Department Honor Guard presented the colors for the Pledge of Allegiance.

B. CITY MANAGER REPORTS

1. Oath of Office ceremony for Police Captain Jolie Macias

City Manager Benoun gave complimentary remarks to Captain Macias and Police Chief Anderson.

Police Chief Anderson introduced Captain Macias highlighting her many accomplishments. Police Chief Anderson administered the Oath of Office to Captain Macias.

Captain Macias thanked the City Council, Police Department, City staff, her family, the community, and outside agencies.

Council Member Bucci stated that he previously worked with Captain Macias and that she is a shining example of what policing should look like.

Council Member Collazo complimented Captain Macias on her success.

Vice Mayor Hannon thanked Police Chief Anderson for her leadership and noted that Captain Macias has the honor and respect of her department.

Mayor Nagy congratulated Captain Macias and said that her late grandmother (Betty Gentry) would be proud.

C. ADJOURNMENT Mayor Nagy adjourned the meeting at 6:35 p.m.



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

Minutes

Thursday, March 24, 2022
7:00 P.M.

A. ROLL CALL

Mayor Nagy called the meeting to order at 7:07 p.m. Present were Council Members Collazo, Bucci, and Vice Mayor Hannon. Council Member Freitas was noted absent.

B. PRESENTATIONS

1. Proclaiming March as March for Meals Month

Mayor Nagy presented the proclamation to Deepa Chordya, Outreach Manager for Life Eldercare.

2. Introduction of employees

Mayor Nagy introduced Associate Planner Balabat and Community Preservation Manager Willkomm.

C. PUBLIC COMMENT

Matthew Jue of the Murietta Homeowners Association expressed concern with Project Homekey Town Place Suites. He asked how many residents were notified of the project before it went to the City Council, the notification radius and the minimum radius for notices.

Mayor Nagy requested that Mr. Jue email the City with his questions and that staff would follow up.

In response to Council Member Bucci's questions, Community Development Director Turner stated that the March 9, 2022, community meeting was not recorded, but the presentation slides were available on the City website.

D. CONSENT CALENDAR

Council Member Bucci moved, Council Member Collazo 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. The motion passed, 4 AYES, 1 ABSENT (Freitas).

1. Approval of Audited Demands
2. Approval of March 10, 2022, special and regular meeting minutes
3. Adopt an Ordinance adding Chapter 7.24, Fireworks Social Host Ordinance, to the Newark Municipal Code to increase penalties an enforcement authority related to illegal use of fireworks
Ordinance No. 535
4. Adopt a Resolution confirming the continued existence of a local emergency due to the COVID-19 Pandemic
Resolution No. 11325
5. 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 March 24 pursuant to AB 361
Resolution No. 11326
6. Adopt a Resolution authorizing the City Manager to execute the First Amendment to the Contractual Services Agreement with 4Leaf Inc. to provide temporary professional planning services
Resolution No. 11327
Contract No. 21045
7. Motion to accept the recommendation from the Community Development Advisory Committee for allocation of anticipated Community Development Block Grant Jurisdiction Improvement Project funds for Fiscal Year 2022-2023
Motion approved
8. Mid-year Budget Review and Adopt a Resolution Approving an amendment of the 2020-2022 Biennial Budget and Capital Improvement Plan for Fiscal Year 2022
Resolution No. 11328

E. PUBLIC HEARINGS

F. OTHER BUSINESS

1. Informational Economic Development Report

Economic Development Manager Stedler and consultant Michael Cohen of Spectrum Small Business Services gave the presentation (on file with City Clerk).

Vice Mayor Hannon stated that he hoped staff stayed in contact with the 19 closed businesses and helped them navigate their business debt resolution. He requested a chart of the 82 grant recipients and their status in 6 months. He requested that staff reach out to the owners of large, vacant commercial retail spaces to encourage filling the vacancies. He requested information on acreage available for industrial and manufacturing use that is not being used in that manner. He would like to understand capacity availability.

No one from the public requested to speak.

This item was informational only.

2. Overview of the 2022-2024 Capital Improvement Plan

Assistant City Engineer Imai gave the presentation (on file with City Clerk).

Council Member Buccì stated that he was not comfortable using Measure GG funds for other City projects as proposed in the presentation. He stated that the funds should be used to pay off the Civic Center loan, saved as a reserve, or consider an early sunset of the tax. City Manager Benoun stated that staff would provide a financial analysis in May.

Vice Mayor Hannon requested a five year forecast of the park impact fees in May.

Council Member Buccì requested that staff consider adding the purchase of a portable stage to be used for City events.

Vice Mayor Hannon requested that the City Council receive the Capital Improvement Plan with the unfunded projects, the Parks Master Plan and the current funding available. He recommended that the City Council review the unfunded projects and make decisions on project removal from the list.

Mayor Nagy requested that the information be provided in a format that allowed them to make changes, such as Excel.

No one from the public requested to speak.

This item was informational only.

G. CITY COUNCIL MATTERS

1. Resolution approving re-appointments to the Newark Senior Citizens Standing Advisory Committee and the Measure GG Oversight Committee
Resolution No. 11329

Mayor Nagy recommended:

- 1) two year reappointments for Newark Senior Citizen Standing Advisory Committee members: Rick Arellano, Sandra Arellano, Stanley Keiser, Elwood "Woody" Ballard, Olga Borjon, and Susan Johnson; and,
- 2) four year reappointments for Measure GG Oversight Committee Members: Michael Marzano, Elizabeth Macris, and Jacinta Arteaga.

Council Member Bucci moved, Vice Mayor Hannon seconded to adopt a resolution approving reappointments to the Newark Senior Citizens Standing Advisory Committee and the Measure GG Oversight Committee. The motion passed, 4 AYES, 1 ABSENT (Freitas).

Vice Mayor Hannon thanked staff for the presentations at this meeting.

Council Member Bucci welcomed new employees Associate Planner Balabat and Community Preservation Manager Willkomm. He congratulated Jolie Macias on her promotion.

Council Member Collazo congratulated Captain Macias. She thanked the other great women at City Hall for their work. Shop Newark.

H. CLOSED SESSION

1. Closed session for conference with Labor Negotiators pursuant to California Government Code Section 54957.6. Agency designated representatives: City Manager Benoun, Assistant City Manager Hovorka, and Human Resources Director Solito; Employee Groups: the Newark Association of Miscellaneous Employees; the Newark Police Management Association; the Newark Police Association; the Confidential Employee Group; and City Officials and the Management, Supervisory, and Professional Employee Group.

At 9:03 p.m. the City Council recessed to closed session.

At 9:16 p.m. the City Council convened in closed session.

At 10:40 p.m. the City Council reconvened in open session with all Council Members present, except for Council Member Freitas.

I. ADJOURNMENT

Mayor Nagy adjourned the meeting at 10:40 p.m.



STAFF REPORT

Item D. 3.

DATE 04/14/2022
TO Honorable Mayor and City Council Members
FROM Kristopher Kokotaylo, Interim City Attorney
SUBJECT 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 April 14 pursuant to AB 361

RECOMMENDATION

Staff recommends that the City Council adopt a resolution to continue conducting City Council and all other City Council appointed Board and Commission meetings remotely due to health and safety concerns for the public and making related findings in compliance with AB 361 (2021).

EXECUTIVE SUMMARY

Since near the start of the COVID-19 pandemic the City has been able to conduct meetings of its legislative bodies remotely pursuant to Executive Order N-29-20, which suspended certain provisions of the Brown Act allowing the City to conduct its meetings virtually. On June 11, 2021, Governor Newsom issued an Executive Order that ends the clauses of Executive Order N-29-20 which suspended those provisions of the Brown Act on September 30, 2021. Governor Newsom signed AB 361 into law on September 16, 2021. AB 361 allows the City to continue conducting virtual meetings where the Governor has proclaimed a State of Emergency and state or local officials have imposed or recommended social distancing or where the City Council has declared the need to meet remotely due to imminent risks to the health or safety of attendees.

On September 23, 2021, the City Council made the necessary findings pursuant to AB 361 to continue to conduct virtual meetings. AB 361 requires that the City Council revisit the need to continue conducting virtual meetings every 30 days. The City Council last made the necessary findings on March 24, 2022.

Staff and the City Attorney recommend that the City Council adopt a resolution making the necessary findings pursuant to AB 361 to continue conducting virtual meetings. Absent further action of the City Council, the City's legislative bodies would need to continue in-person meetings 30 days after March 24, 2022.

BACKGROUND

On March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State address the broader spread of COVID-19.

On March 17, 2020, the City Council adopted a Resolution ratifying the proclamation of a local state of emergency by the Director of Emergency Services due to COVID-19.

On March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means. Additionally, the State implemented a shelter-in-place order, requiring all non-essential personnel to work from home.

The City has established virtual meetings for all City Council and City Council appointed Board and Commission meetings. The virtual meetings have allowed the Council and advisory bodies to continue to conduct City business from remote locations while ensuring the public's continued access to government meetings in a safe manner.

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which among other things, rescinded certain clauses of Executive Order N-29-20 after September 30, 2021, including clauses that suspended certain provisions of the Brown Act. Thus, effective October 1, 2021, agencies would have had to transition back to public meetings held in full compliance with the Brown Act.

Since the Governor issued Executive Order N-08-21, the highly contagious Delta variant has emerged, causing a spike in cases throughout the state and within the Alameda County. Additionally, since then, the highly contagious Omicron variant and sub-variant BA.2 have emerged, resulting in the greatest nationwide COVID-19 infection rate since the beginning of the COVID-19 pandemic. Currently, state and local officials strongly recommend wearing masks indoors. State officials further recommend the use of masks when social distancing is not possible.

On September 16, 2021, the Governor signed AB 361 (2021) which allows for local legislative and advisory bodies to continue to conduct meetings via teleconferencing under specified conditions and includes a requirement that the Council make specified findings. AB 361 took effect immediately.

The City Council adopted a resolution pursuant to AB 361 on September 23, 2021 in order to allow the City's legislative bodies to continue conducting virtual meetings after September 30, 2021. The resolution included all of the necessary findings required pursuant to AB 361. The City Council has adopted continued resolutions since that time.

DISCUSSION/ANALYSIS

The California Legislature approved AB 361 and the Governor signed the bill into law on September 16, 2021. AB 361 allows local legislative bodies to continue to meet remotely after the expiration of the clauses of Executive Order N-29-20 which suspended certain Brown Act provisions. Under AB 361, the City and its legislative bodies will be allowed to continue to meet remotely when:

- The local agency holds a meeting during a declared state of emergency;
- State or local health officials have imposed or recommended measures to promote social distancing;
- Legislative bodies declare the need to meet remotely due to present imminent risks to the health or safety of attendees.

The City meets the requirements to continue holding meetings remotely in order to ensure the health and safety of the public:

- The Governor has declared a State of Emergency, and the City Council has ratified the proclamation of a local emergency by the Director of Emergency Services;
- The CDC recommends social distancing of at least six feet due to COVID-19, and CalOSHA recommends social distancing under certain circumstances and maintaining six feet of distance can avoid close contacts requiring quarantine;
- The Delta and Omicron variants of COVID-19 have resulted in a significant increase of COVID-19 cases within the state and throughout Alameda County;
- Meeting in person would present imminent risks to the health or safety of attendees, the legislative bodies, and staff.

Pursuant to AB 361, the City Council is required to declare every 30 days that the City's legislative bodies must continue to meet remotely in order to ensure the health and safety of the public.

The proposed resolution includes the necessary findings pursuant to AB 361 to allow the City Council and the City's legislative bodies to continue meeting remotely.

FISCAL IMPACT

There is no direct fiscal impact of adopting this Resolution.

REVIEW AND APPROVAL

Prepared by – Kristopher J. Kokotaylo, Interim City Attorney

Approved by – Lenka Hovorka, Assistant City Manager

Attachments

AB 361 Resolution April

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK 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 APRIL 14 PURSUANT TO AB 361

WHEREAS, all meetings of the City of Newark’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the City’s legislative bodies conduct their business; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of the novel coronavirus disease 2019 (“COVID-19”); and

WHEREAS, on March 17, 2020, the City Council adopted a Resolution ratifying the proclamation of a local emergency by the Director of Emergency Services due to COVID-19; and

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, as a result of Executive Order N-29-20, staff set up virtual meetings for all City Council meetings and meetings of all legislative bodies within the City; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which, effective September 30, 2021, ends the provisions of Executive Order N-29-20 that allows local legislative bodies to conduct meetings telephonically or by other means; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 (2021) which allows for local legislative bodies and advisory bodies to continue to conduct meetings via teleconferencing under specified conditions and includes a requirement that the City Council make specified findings. AB 361 (2021) took effect immediately; and

WHEREAS, AB 361 (2021) requires that the Governor declare a State of Emergency pursuant to Government Code section 8625; and

WHEREAS, AB 361 (2021) further requires that state or local officials have imposed or recommended measures to promote social distancing, or, requires that the legislative body

determines that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the City, specifically, Governor Newsom has declared a State of Emergency due to COVID-19; and

WHEREAS, since issuing Executive Order N-08-21, the highly contagious Delta and Omicron variants, in addition to Omicron sub-variants, of COVID-19 have emerged, causing an increase in COVID-19 cases throughout the State and Alameda County; and

WHEREAS, on August 3, 2021, in response to the Delta variant of COVID-19, the Alameda County Health Officer issued an order for nearly all individuals to wear masks when inside public spaces; and

WHEREAS, following the Alameda County Health Order the Omicron variant emerged and was designated as a variant of concern by the United States; and

WHEREAS, the emergence of the highly contagious Omicron variant has resulted in the greatest nationwide COVID-19 infection rate since the beginning of the COVID-19 pandemic; and

WHEREAS, the Centers for Disease Control and Prevention (“CDC”) continues to recommend physical distancing of at least 6 feet from others outside of the household and CalOSHA recommends social distancing under certain circumstances and maintaining six feet of distance can avoid close contacts requiring quarantine. State and local officials currently strongly recommend wearing masks indoors and state officials further recommend the use of masks when social distancing is not possible; and

WHEREAS, because of the rise in cases due to the Delta and Omicron variant of COVID-19, and now the Omicron sub-variant, the City is concerned about the health and safety of all individuals who intend to attend City Council and meetings of the City’s other legislative bodies; and

WHEREAS, on September 23, 2020, the City Council found that the presence of COVID-19 and the increase of cases due to the Delta variant would present imminent risks to the health or safety of attendees, including the legislative bodies and staff, should the City’s legislative bodies hold in person meetings; and

WHEREAS, the City Council has subsequently found that the presence of COVID-19 and the number of cases due to the Delta and Omicron variants would present imminent risks to the health or safety of attendees, including the legislative bodies and staff, should the City’s legislative bodies hold in person meetings; and

WHEREAS, the City Council finds that the imminent risks of the City’s legislative bodies holding in person meetings to the health or safety of attendees continues to exist due to the Delta and Omicron variants of COVID-19; and

WHEREAS, the City shall ensure that its meetings comply with the provisions required by AB 361 (2021) for holding teleconferenced meetings.

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

1. The above recitals are true and correct, and incorporated into this Resolution.
2. In compliance with AB 361 (2021), and in order to continue to conduct teleconference meetings without complying with the usual teleconference meeting requirements of the Brown Act, the City Council makes the following continued findings:
 - a) The City Council has reconsidered the circumstances of the state of emergency; and
 - b) The state of emergency, as declared by the Governor and City Council, continues to directly impact the ability of the City Council and the City's legislative bodies, as well as staff and members of the public, from meeting safely in person; and
 - c) The CDC continues to recommend physical distancing of at least six feet due to COVID-19, state and local officials continue to recommend wearing masks and physical distancing under certain circumstances, and as a result of the presence of COVID-19 and the increase of cases due to the Delta and Omicron variants, meeting in person would present imminent risks to the health or safety of attendees, the legislative bodies and staff.
3. City Council and City's legislative bodies may continue to meet remotely in compliance with AB 361, in order to better ensure the health and safety of the public.
4. The City Council will revisit the need to conduct meetings remotely within 30 days of the adoption of this resolution.



STAFF REPORT

Item D. 4.

DATE 04/14/2022
TO Honorable Mayor and City Council Members
FROM Sheila Harrington, City Clerk
SUBJECT Adopt a resolution establishing the number of residents in the City of Newark for the purpose of determining the voluntary expenditure ceiling for the November 8, 2022, Municipal Election

Pursuant to Newark Municipal Code Section 2.11.010, Voluntary Expenditure Ceiling, the City has a voluntary campaign expenditure ceiling for elections to City offices at one dollar (\$1) per resident of the City. In 1997, the Voluntary Expenditure Ceiling Code Section also established limits on the amount of funds an individual or group could contribute to a candidate's campaign. Those contribution limits were later increased in 2007 and remain in place today. The current contribution limit for any candidate who accepts the voluntary expenditure ceiling is \$500. The contribution limit for any candidate who does not accept the voluntary expenditure ceiling is \$100.

Newark Municipal Code section 2.11.010 requires the City Council, prior to each election for a City elective office, to adopt a resolution that establishes the number of residents in the City. City elective office means the offices of mayor and of members of the city council. The most recent data from the State of California, Department of Finance, E-1 Population Estimates for Cities, Counties and the State with Annual Percent Change — January 1, 2020 and 2021 Sacramento, California, May 2021, finds that there are 48,859 residents. Therefore, the amount of the voluntary expenditure ceiling for campaigns for City elective office will be \$48,859 for the November 8, 2022, Municipal Election. This is \$1,681 more than the previous election in 2020.

City Staff recommends that the City Council, by resolution, establish the number of residents in the City of Newark for the purpose of determining the voluntary expenditure ceiling for the November 8, 2022, Municipal Election.

Attachments

Resolution

Population estimate from State of California, Department of Finance

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK ESTABLISHING THE NUMBER OF RESIDENTS IN
THE CITY OF NEWARK FOR THE PURPOSE OF
DETERMINING THE VOLUNTARY EXPENDITURE CEILING
FOR THE NOVEMBER 8, 2022, MUNICIPAL ELECTION

WHEREAS, City of Newark Municipal Code Section 2.11.010 (the “Code”) established a voluntary expenditure ceiling for campaigns for City elective office. City elective office is defined in the Code as “the offices of mayor and of member of the city council”; and

WHEREAS, pursuant to the Code, the voluntary expenditure ceiling was established at an amount equal to one dollar (\$1) per resident of the City for each election to City elective office; and

WHEREAS, pursuant to the Code, the City Council is required to establish, by resolution, the number of residents in the City prior to each election for City elective office.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that, for the sole and exclusive purpose of determining the exact amount of the voluntary expenditure ceiling for campaigns for City elective office, the City Council hereby finds that there are 48,859 residents of the City of Newark, as reflected in the most recent data provided from the State of California, Department of Finance, *E-1 Population Estimates for Cities, Counties and the State with Annual Percent Change — January 1, 2020 and 2021 Sacramento, California, May 2021*.

BE IT FURTHER RESOLVED, that, as established by the Code, the amount of the voluntary expenditure ceiling for campaigns for City elective office is \$48,859 for the November 8, 2022, Municipal Election.

BE IT FURTHER RESOLVED that the determination herein shall apply only to the voluntary expenditure ceiling established in the City of Newark Municipal Code 2.11.010 and shall have no bearing on any other matter.

[About the Data](#)

E-1: City/County Population Estimates with Annual Percent Change
January 1, 2020 and 2021

State/County/City	Total Population		Percent
	1/1/2020	1/1/2021	Change
California	39,648,938	39,466,855	-0.5
Alameda	1,663,114	1,656,591	-0.4
Alameda	81,135	80,884	-0.3
Albany	18,871	17,055	-9.6
Berkeley	122,364	116,761	-4.6
Dublin	65,161	64,695	-0.7
Emeryville	12,448	12,586	1.1
Fremont	233,132	234,239	0.5
Hayward	159,266	158,089	-0.7
Livermore	91,082	91,216	0.1
Newark	48,603	48,859	0.5
Oakland	432,327	435,514	0.7
Piedmont	11,297	11,296	0.0
Pleasanton	78,654	78,371	-0.4
San Leandro	87,840	87,289	-0.6
Union City	73,248	72,779	-0.6
Balance of County	147,686	146,958	-0.5
Alpine	1,146	1,135	-1.0
Amador	37,673	37,377	-0.8
Amador	154	153	-0.6
Ione	7,862	7,712	-1.9
Jackson	4,655	4,621	-0.7
Plymouth	955	950	-0.5
Sutter Creek	2,432	2,421	-0.5
Balance of County	21,615	21,520	-0.4
Butte	208,951	202,669	-3.0
Biggs	1,852	1,727	-6.7
Chico	110,364	111,490	1.0
Gridley	6,515	6,129	-5.9
Oroville	18,888	17,863	-5.4
Paradise	4,608	6,046	31.2
Balance of County	66,724	59,414	-11.0
Calaveras	45,023	45,036	0.0
Angels City	4,040	4,038	0.0
Balance of County	40,983	40,998	0.0
Colusa	22,030	22,248	1.0
Colusa	6,188	6,268	1.3
Williams	5,434	5,487	1.0
Balance of County	10,408	10,493	0.8
Contra Costa	1,149,853	1,153,854	0.3
Antioch	112,236	112,848	0.5
Brentwood	65,263	66,097	1.3
Clayton	11,290	11,268	-0.2
Concord	129,453	129,273	-0.1



STAFF REPORT

Item D. 5.

DATE 04/14/2022
TO Honorable Mayor and City Council Members
FROM Neal Hornbeck, Assistant Maintenance Superintendent
SUBJECT Adopt a resolution initiating the 2022 Weed Abatement Program and setting May 26, 2022 for a public hearing

RECOMMENDATION

Staff recommends that the City Council, by resolution, find and declare that weeds growing on specified properties are seasonal and recurrent nuisances; and rubbish, refuse, and dirt upon parkways, sidewalks, or private property in the City of Newark are public nuisances and must be abated, and setting a time and place for a public hearing.

EXECUTIVE SUMMARY

Pursuant to Government Code Sections 39560, et seq., the City of Newark conducts an annual weed abatement program as a fire prevention measure. This program is a coordinated effort between the City's Maintenance Division and Alameda County Fire Department Fire Prevention staff. Vacant properties with the potential for extensive weed growth are typically included in the program. Property owners of these properties have the option to either complete the weed abatement work themselves or have the work completed by a City contractor through this program. This year's program will include inspection of approximately 125 properties and advance outreach to each property owner. The City's contractor is scheduled to complete the abatement work in June. All property owners will have the opportunity to complete any weed abatement work themselves prior to the work by the City's contractor. Property owners would be charged the full cost of weed abatement plus a 20% administrative fee for any work completed by the City's contractor.

In addition to the City Council considering initiation of the 2022 Weed Abatement Program, a public hearing date of May 26, 2022 is proposed to provide an opportunity for property owners to submit any objections to the program.

BACKGROUND

The City of Newark conducts an annual weed abatement program to abate weeds on vacant properties that are not properly maintained by property owners to the satisfaction of the Alameda County Fire Department (ACFD). The program is authorized by, and conducted pursuant to, Government Code Sections 39560, et seq. The abatement work typically consists of tractor mowing, supplemented with manual labor to clear weeds abutting fences and remove debris to facilitate the tractor work.

Property owners have the option to make their own arrangements for weed and debris removal. All properties on which the City performs the abatement work would be assessed the full cost of that work, including administrative costs. Administrative costs are 20% of the cost of the weed abatement services pursuant to the adopted Master Fee Schedule.

DISCUSSION/ANALYSIS

There are approximately 125 industrial, residential and commercial parcels that have large areas of vacant ground with regular seasonal weed growth that could develop into a fire hazard if not properly maintained. These parcels are located throughout the City, as shown on Schedule "A". Property owners choosing to complete weed and debris removal themselves must complete the work prior to the schedule set for the City's contractor. The City's landscape maintenance contractor is scheduled to perform weed abatement work in June. Property owners will be asked to return a pre-paid postcard to the City indicating that they will abate their own weeds. This provides sufficient opportunity for the property owners to perform their own work, if desired.

If necessary, an additional fall program will be scheduled to abate seasonal weeds, such as tumbleweeds and re-growth of weeds that occur during the summer months.

Prior to any fall weed abatement work, the City would provide written notices to the affected property owners. A second public hearing for the fall program is not required.

FISCAL IMPACT

The 2020-2022 Biennial Budget and Capital Improvement Plan for Fiscal Year 2021-2022 provides sufficient funding for the 2022 Weed Abatement Program.

REVIEW AND APPROVAL

Prepared by – Neal Hornbeck, Assistant Maintenance Superintendent

Reviewed by – Soren Fajeau, Public Works Director

Reviewed by – Kristopher J. Kokotaylo, City Attorney

Approved by – Lenka Hovorka, Assistant City Manager

Attachments

Resolution

Schedule A

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK FINDING AND DECLARING THAT WEEDS GROWING ON SPECIFIED PROPERTIES ARE SEASONAL AND RECURRENT NUISANCES; AND RUBBISH, REFUSE, AND DIRT UPON PARKWAYS, SIDEWALKS, OR PRIVATE PROPERTY IN THE CITY OF NEWARK ARE PUBLIC NUISANCES AND MUST BE ABATED, AND SETTING A TIME AND PLACE FOR A PUBLIC HEARING

WHEREAS, the City Council of the City of Newark hereby finds and determines that weeds are growing upon the streets, sidewalks, or private property in the City of Newark as hereinafter described, and that rubbish, refuse, and dirt is upon its parkways, sidewalks, or private property hereinafter described in the City of Newark and that said City Council hereby declares that all weeds are growing upon the streets, sidewalks, or private property in said City and all rubbish, refuse, and dirt in parkways, or private property in the said City are a public nuisances and the same are hereby ordered abated in the manner provided in Section 39560 to Section 39586, inclusive, of the Government Code of the State of California: and

WHEREAS, the name of said streets, parkways, sidewalks, and private properties are contained in Schedule "A", attached hereto and incorporated herein by reference and made a part of this resolution as though set forth at length;

NOW, THEREFORE BE IT RESOLVED that the City Clerk is hereby directed to mail written notices of the proposed abatement to all persons owning property described in this resolution, said written notice to be mailed to each person to whom such described property is assessed in the last equalized assessment roll available on the date this resolution is adopted by the City Council. The City Clerk shall complete said mailing at least five (5) days prior to the time for hearing of objections by the legislative body. The notice shall be substantially in the form provided by Section 39566 of the Government Code of the State of California, except that notices shall be signed by the City Clerk and the heading of the notice need not comply with Section 39565 of the Government Code;

BE IT FURTHER RESOLVED that a public hearing to hear objections to the proposed removal of weeds, rubbish, refuse, and dirt will be held by the City Council at its meeting of May 26, 2022.

APN	OWNER	LOCATION
92A 072000510	PRESBYTERY OF SAN FRANCISCO	35450 NEWARK BOULEVARD
092 000502909	JESSICA CHENG	6844 MAYHEWS LANDING RD.
092 013100109	FILBERT STREET DEVELOPMENT LLC	FILBERT STREET AT SNOW
092 013100204	FILBERT STREET DEVELOPMENT LLC	37243 FILBERT STREET
092 013100300	FILBERT DEVELOPMENT LLC	37257 FILBERT STREET
092 002101503	MERIDA PLACE LLC	SYCAMORE STREET NEAR GEORGE
092 002401000	SINGH SARJEET	SYCAMORE STREET NEAR 7303 DAIRY
092 002902200	RAO ROSJESH & DESHANDE VIDYASAYAR	36952 MULBERRY STREET
092 004501100	ANITRA PRASAD	MAGNOLIA STREET NEAR RICH
092 003001403	MELVILLE DARYL F & JULIA C & CHANG PAUL & DAVID	6717 THORNTON AVENUE
092 003001804	LEPAKSHI HOMES LLC	6781 THORNTON AVENUE
092 003001702	LEPAKSHI HOMES LLC	6765 THORNTON AVENUE
092 003200300	DANG ALAN & VO HUONG T	DAIRY AVENUE BETWEEN 36805 & 36926
092 004100803	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
092 002401700	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
537 052100801	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
537 052100802	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
537-0521-009-02	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
092-0054-003-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
092-0200-015-01	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
092-0253-001-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
92A-2165-006-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
92A-2300-007-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
92A-2300-006-14	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
92A-2500-005-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
092-0021-016-01	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
92A-2500-004-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
537-0850-021-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
537-0850-020-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
537-0850-019-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
537-0850-018-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
537-0850-017-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
092-0054-002-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
092-0068-003-02	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
092-0069-002-02	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
092-0069-003-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
092-0021-016-02	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
092-0067-012-05	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
092-0067-014-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
092-0067-019-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
092-0067-020-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
092-0065-002-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
092-0064-010-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
92A-1095-129-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
92A-1100-058-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
92A-1105-014-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
92A-2000-004-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
092-0015-004-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
92A-2010-002-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
092-0127-021-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
092-0127-020-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W

092-0067-012-05	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
92A-0506-107-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
92A-0506-106-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
92A-0501-030-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
92A-0502-090-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
92A-0620-061-00	UNION PACIFIC - REAL ESTATE	SP RAILROAD R-O-W
092 025501100	CHANG INCOME PROPERTY PARTNERSHIP LP	37200 SYCAMORE ST
537 085000200	PICK-N-PULL SAN JOSE AUTO DISMANTLERS	7400 MOWRY AVENUE
537 046000725	ADROIT GLOBAL LLC & BEDI SHISHU	6953 JARVIS AVENUE
092 003101900	AHMAD ABRAR & NARGIS	6991 THORNTON AVE (primary address undetermined)
901 011100900	A & P CHILDREN INVESTMENTS LLC	CEDAR BOULEVARD (near Eucalyptus Grove)
092A216500904	PABCO BUILDING PRODUCTS LLC	REDEKER PLACE AT CHERRY
92A-0501-034-13	SF BAY WILDLIFE REFUGE c/o J. Bradley	CEDAR BOULEVARD
537 046001400	FULL BLOOM BAKING CO BUILDING FUND LLC	6500 OVERLAKE PL
537 046001300	PS NORTHERN CA NEWARK INC	6800 OVERLAKE PL
092 007500402	SSVGGP VENTURES LLC & SKZR GROUP LLC	CHERRY STREET
092 007500502	SSVGGP VENTURES LLC & SKZR GROUP LLC	CHERRY STREET
092 021000201	NEWARK INDUSTRIAL PARTNERS LLC	CENTRAL AVENUE & MORTON
537 046000728	FRANCISCAN GLASS COMPANY	35255 FIRCREST STREET
537 046002101	FRANCISCAN GLASS COMPANY	FIRCREST STREET
092 008300900	RAFANAN MARJORIO	36915 LOCUST STREET
092A230000612	SKW MBT OPERATIONS INC (BASF)	38403 CHERRY STREET
092A075000800	ALPHA & PRIVATE INVS LLC	35660 CEDAR BOULEVARD
092A075000800	ALPHA & PRIVATE INVS LLC	35588 CEDAR BOULEVARD
092 006101100	GOLDSILVERISLAND HOMES LLC	6849 BAINE AVENUE
901 018800600	LION NEWARK SHOPPING CENTER	39055 CEDAR BOULEVARD
092 012601900	SAN MATEO COUNTY TRANSIT DIST.	SMCTD RAILROAD R-O-W LOCUST & ELM
092 012501700	SAN MATEO COUNTY TRANSIT DIST.	SMCTD RAILROAD R-O-W WALNUT & LOCUST
092 012402200	SAN MATEO COUNTY TRANSIT DIST.	SMCTD RAILROAD R-O-W SPRUCE & WALNUT
092 011909900	SAN MATEO COUNTY TRANSIT DIST.	SMCTD RAILROAD R-O-W SPRUCE
092 010000802	SAN MATEO COUNTY TRANSIT DIST.	SMCTD RAILROAD R-O-W WILLOW
092 010000801	SAN MATEO COUNTY TRANSIT DIST.	SMCTD RAILROAD R-O-W WEST OF WILLOW
537 085200102	FMC CORPORATION	8787 ENTERPRISE DR
092 011501100	SHH PROJECT OWNER LLC	37445 WILLOW STREET
092 010000402	HONEYWELL INTERNATIONAL INC	WILLOW STREET NORTH OF ENTERPRISE
092A072002600	LADRECH MAURICE A TR ETAL	35178 NEWARK BOULEVARD
092A214303900	SILVEY AMELIA M TR	6139 ROBERTSON AVE
537 085000400	CITY OF NEWARK	MOWRY AVENUE WEST OF TRACKS
092 012401400	SIERRA CONCEPCION TR	RAILROAD AVENUE SPRUCE & WALNUT
092 012501000	CHERRY STANLEY R TR	7843 RAILROAD AVE BETWEEN LOCUST & WALNUT
092A103602902	JAIN ASHIT & MONISAH TRS	6214 THORNTON AVENUE
092 013400200	LOUIEHELM JENNY & LOUIE WAYLAND H & JEN L TRS	RAILROAD AVE BETWEEN LOCUST & ELM
092 013502300	SEAMONKEY LLC	WALNUT STREET CORNER LOT
092A103603102	ELIZARREY SHIRLEY A TR SURVIVOR'S TRUST & ELI ETAL	6152 THORNTON AVENUE
092A103604100	AU JOSEPH & LILY C TRS	NEWARK BOULEVARD AND CIVIC TERR
092 025200200	NORDSTROM INC	37599 FILBERT STREET
092 003001602	LEPAKSHI HOMES LLC	6749 THORNTON AVENUE
092 004100201	TANIOS SIMON	36964 ASH STREET
092A258607600	WANG YUJEH L TR	BIRCH STREET ON CEDAR
092 010000705	CITY & CO SF WATER DEPT	WILLOW STREET
092 014000302	CITY & CO SF WATER DEPT	WILLOW STREET

92A-2357-031-00	CITY & CO SF WATER DEPT	WILLOW STREET
92A-2416-015-00	CITY & CO SF WATER DEPT	WILLOW STREET
92A-2416-013-00	CITY & CO SF WATER DEPT	WILLOW STREET
92A-2585-002-00	CITY & CO SF WATER DEPT	WILLOW STREET
92A-2585-027-00	CITY & CO SF WATER DEPT	WILLOW STREET
92A-2588-002-01	CITY & CO SF WATER DEPT	WILLOW STREET
092-0116-004-00	CITY & CO SF WATER DEPT	WILLOW STREET
092-0145-010-01	CITY & CO SF WATER DEPT	WILLOW STREET
092-0146-023-00	CITY & CO SF WATER DEPT	WILLOW STREET
092-0068-001-00	CITY & CO SF WATER DEPT	WILLOW STREET
092-0074-002-00	CITY & CO SF WATER DEPT	WILLOW STREET
092-0074-002-00	CITY & CO SF WATER DEPT	WILLOW STREET
092-0075-007-00	CITY & CO SF WATER DEPT	WILLOW STREET
92A-2141-002-00	CITY & CO SF WATER DEPT	WILLOW STREET
092A062304300	CHIKKU PRADEEP	36589 NEWARK BLVD
092 012701300	PKA PHARMACEUTICAL INC & YANG YANHUA	37079 ASH ST
920 14000600	GLASS BAY HOMEOWNERS ASSOCIATION	8333 ENTERPRISE DR.
092A258800704	COUNTY OF ALAMEDA	TIMBER ST AT CEDAR CT
092 010001103	UNITED STATES OF AMERICA	FISH & WILDLIFE SERV THORNTON AVE



STAFF REPORT

Item D. 6.

DATE 04/14/2022
TO Honorable Mayor and City Council Members
FROM Steven Turner, Community Development Director
SUBJECT Adopt a Resolution Authorizing the City Manager to Execute a Contractual Services Agreement with Baird + Driskell Community Planning and Authorizing Amendment of the 2020- 2022 Biennial Budget for Fiscal Year 2022 to Provide Funding for General Plan Updates related to the Services Associated with the 2023-2031 Housing Element.

RECOMMENDATION

Staff recommends that the City Council adopt a Resolution of the City Council of the City of Newark Authorizing the City Manager to Execute a Contractual Services Agreement with Baird + Driskell Community Planning and Authorizing Amendment of the 2020-2022 Biennial Budget for Fiscal Year 2022 to Provide Funding for General Plan Updates related to the Services Associated with the 2023-2031 Housing Element.

EXECUTIVE SUMMARY

The City has relied upon professional consultants to provide services and experience that City staff are unable to provide, such as technical traffic and circulation studies and environmental review services, as well as additional technical assistance when there is increased volume of work or when staff resources are low. The Community Development Department (CDD) has current needs for technical assistance, particularly for preparation of the update to specific General Plan elements, including the Housing Element.

In accordance with the City's Purchasing Rules and Regulations, staff prepared and initiated an open and competitive Request for Proposal (RFP) for the update to the housing element and related studies and analysis. Unfortunately, the City did not receive any responses to the RFP. Upon staff's request, the City's existing affordable housing consultant, Baird + Driskell Community Planning, prepared a scope of work to prepare the update. The costs associated with the Baird + Driskell scope of work is \$182,974. Funding for this request would be provided from the Community Development Maintenance Fund.

Staff recommends that the City Council adopt a resolution to execute a Contractual Service Agreement with Baird + Driskell Community Planning and amend the 2020-2022 Biennial Budget for Fiscal Year 2022 to provide funding for this agreement.

BACKGROUND

The City has relied upon professional consultants to provide services and experience that City staff are unable to provide, such as technical traffic and circulation studies and environmental review services, as well as additional technical assistance when there is increased volume of work or when staff resources are low. For example, the City currently has several contractual services agreements with consultants for on-call Public Works Construction Inspection and Civil Engineering Development Plan Review services. The City also has agreements with on-call planning entitlement review consultants, such as Metropolitan Planning Group. These contractual services agreements provide the City with flexibility to address service and experience needs while maintaining high customer service levels.

The Community Development Department (CDD) has current needs for technical assistance, particularly for preparation of the update to the General Plan Housing Element. Currently, CDD consists of two professional planners to perform current and long-range planning activity within the Planning Division. Staff includes the Community Development Director and the Deputy Community Development Director. Two positions are vacant (Senior Planner and Associate Planner) and recruitments are underway for those positions. Staff is responsible for administering the City's existing housing policies and programs as well as implementing new policies to address our community's needs and to be consistent with State housing laws. CDD does not have a staff member dedicated to affordable housing. Last year, the City Council approved a resolution (Resolution 11,134) for a Contractual Service Agreement with Baird + Driskell Community Planning (Baird + Driskell) to provide affordable housing policy and program services for the City. Baird + Driskell produced the draft affordable housing workplan that was adopted by the City Council in May 2021. The affordable housing workplan includes a project to update the 2015-2023 Housing Element.

In September 2021, the City Council held a study session to receive information about the upcoming process to update the Housing Element. State law requires that every city and county in California adopt a Housing Element approximately every eight years. The Housing Element is part of Newark's General Plan and identifies policies and actions to meet the housing needs of the City's current and future residents at all income levels. Newark's previous Housing Element was adopted in 2015 and the new document must be adopted by January 2023. This Housing Element update process is expected to be more time intensive and rigorous than previous cycles for several reasons. First, as displayed below, Newark's proposed Regional Housing Needs Allocation (RHNA) is higher than last cycle: 1,874 units compared to 1,078. Also, because of changes in State law, it may be harder to identify sites that can count towards meeting the RHNA. There are also other new rules, such as Affirmatively Furthering Fair Housing and required updates to the City's Health and Wellness and Environmental Hazards elements, which are in effect for the first time this cycle. The scope and complexity for these efforts are such that specialized professional services are required.

DISCUSSION/ANALYSIS

In accordance with the City's Purchasing Rules and Regulations, staff prepared and initiated an open and competitive Request for Proposal (RFP) for the update to the housing element and related studies and analysis. The RFP was made available on the City's website for 26 days between June 29, 2021 and July 26, 2021. The RFP was sent to firms known by CDD staff that provide the requested services. The RFP specified that selection would be made based on quality and completeness of submissions as well as a firm's experience with engagements of similar scope and complexity, satisfaction of previous clients, and staff qualifications. Unfortunately, the City did not receive any responses to the RFP. The competition for local professional consultants is high in that all Bay Area jurisdictions are also updating housing elements. In lieu of re-issuing the RFP, staff requested Baird + Driskell to submit a scope of work including all the services necessary to complete the Housing Element update. Baird + Driskell would be the lead consultant to prepare the update.

Baird + Driskell submitted a scope of work described in detail within Attachment 1, Exhibit A. The scope of work contains the following tasks:

- Project management and coordination
- Community outreach and engagement
- Review and assess the existing housing element
- Identify housing constraints
- Prepare a housing sites inventory
- Identify goals and objectives
- Prepare the draft housing element
- Prepare for public hearings, final housing element adoption, and housing element certification

Baird + Driskell staff have initiated these tasks under their existing Contractual Services Agreement with the City. The proposed agreement recommended by staff identifies an expanded scope of work and budget to prepare the Housing Element update, which was not previously identified in the existing CSA.

In January 2022, the City Council approved a resolution for a CSA with Environmental Services Associates Inc. (ESA) (Resolution 11,307) for services related to the Housing Element update including preparation updates to Health and Wellness and Environmental Hazards General Plan elements, as well as the required analysis under the California Environmental Quality Act. ESA and Baird + Driskell will work collaboratively on the Housing Element update effort.

FISCAL IMPACT

The costs associated with the Baird + Driskell scope of work is \$182,974. Staff requests authorization to amend the 2020-2022 Biannual Budget to appropriate \$182,974 from the Community Development Maintenance Fund (Fund 625) for the Baird + Driskell Contractual Services Agreement. The Community Development Maintenance fund was established by Ordinance No. 441 in 2010 to establish a fee on development and improvement of properties in order to recover expenses for updating the General Plan and Zoning Ordinance. The update to the General Plan's Housing Element is consistent with Ordinance No. 441.

Baird + Driskell has assisted the City with initial Housing Element update tasks under their existing contact. The work effort to perform the Housing Element update scope of work identified by Baird + Driskell will exceed the value of the existing agreement, thus requiring this recommended separate agreement.

ENVIRONMENTAL REVIEW

Adoption of the resolution for a contractual service agreement is not a project under the California Environmental Quality Act.

REVIEW AND APPROVAL

Prepared by – Steven Turner, Community Development Director

Reviewed by – Kristopher J. Kokotaylo, Interim City Attorney

Approved by – Lenka Hovorka, Assistant City Manager

Attachments

Resolution

Contractual Services Agreement

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK APPROVING A CONTRACTUAL SERVICES
AGREEMENT WITH BAIRD AND DRISKELL
COMMUNITY PLANNING AND AUTHORIZING
AMENDMENT OF THE 2020-2022 BIENNIAL
BUDGET FOR FISCAL YEAR 2022 TO PROVIDE
FUNDING FOR GENERAL PLAN UPDATES RELATED
TO THE 2023-2031 HOUSING ELEMENT

WHEREAS, the Community Development Department issued a Request for Proposal (RFP) for General Plan updates and related analysis related to the preparation of the 2023-2031 Housing Element (the “Project”); and

WHEREAS, the City did not receive responses to the RFP and in lieu of re-issuing the RFP, the City identified a qualified consultant to perform services for the Project; and

WHEREAS, based on staff’s evaluation, Baird + Driskell Community Planning was determined to be a qualified firm for the Project and desires to enter into a Contractual Services Agreement for the Project; and

WHEREAS, Baird + Driskell Community Planning’s costs associated with the Project are in the amount of \$182,194 for Fiscal Year 2021-2022; and

WHEREAS, staff recommends amending the 2020-2022 Biennial Budget for Fiscal Year 2022 appropriating \$182,194 from the Development Maintenance Fund (625) to the Project.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Newark hereby approves the Contractual Services Agreement with Baird + Driskell Community Planning Inc. in an amount not to exceed \$182,194.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute the Contractual Services Agreement, attached hereto, in a form approved by the City Attorney.

BE IT FURTHER RESOLVED BE IT FURTHER RESOLVED that the City Manager is authorized to take any actions necessary to effectuate the intent of this Resolution.

BE IT FURTHER RESOLVED that the City Council does hereby amend the 2020-2022 Biennial Budget for the Fiscal Year 2021-2022 assigning \$182,194 from the Development Maintenance Fund (Fund 625) for the Project.

**CONTRACTUAL SERVICES AGREEMENT
CONSULTANTS**

This Service Agreement (hereinafter “Agreement”) is made and entered into this day of _____, 20____ by and between the **CITY OF NEWARK**, a municipal corporation (“City”), and BARID + DRISKELL COMMUNITY PLANNING, a California C Corporation (“Consultant”), collectively the “Parties”.

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including: preparation of the City of Newark Housing Element update, Environmental Justice Element, Safety Element, related rezoning and all necessary environmental review as required under State law, in a manner consistent with the Regional Housing Needs Allocation 6 (RHNA 6) planning period (2023-2031).

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

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

NOW, THEREFORE, the Parties hereto agree as follows:

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

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

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

3. **COMPENSATION.**

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

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of One hundred eighty two thousand, nine hundred seventy four and No/100 Dollars (\$182,974.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

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

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

Invoices shall be sent to:

City of Newark
Attn: Finance Department
37101 Newark Blvd.
Newark, CA 94560

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

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

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

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

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

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

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

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

Consultant agrees to include with all Subconsultants in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. A copy of this Agreement's Indemnity and Insurance provisions will be furnished to the Subconsultant upon request. The Consultant shall require all Sub-subconsultants to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any Services and will provide proof of compliance to the City.

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

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

8. INFORMATION AND DOCUMENTATION.

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

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

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

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

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

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

12. RESERVED.

13. RESERVED.

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

A. Verification of Coverage.

Consultant shall furnish City with original certificates 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. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office 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 consultant 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
4. Errors and Omissions Liability insurance appropriate to the Consultant's profession. Architects' and Engineers' coverage is to be endorsed to include contractual liability.

C. Minimum Limits of Insurance.

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.

Consultant shall maintain limits no less than:

- | | |
|---|--|
| 1. General Liability:
(including products and completed operations, property damage, bodily injury, and personal and advertising injury) | \$1,000,000 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. |
| 4. Errors and Omissions Liability: | \$1,000,000 per occurrence or claim; \$2,000,000 aggregate. |

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

F. Wasting Policies.

No policy required by this paragraph 14 shall include a “wasting” policy limit (ie. limit that is eroded by the cost of defense).

G. Remedies.

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

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

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City Risk Manager. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

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 Consultant; including materials, parts or equipment furnished in connection with such work or operations.
2. Primary Coverage. For any claims related to Services, Consultant’s insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees, or volunteers shall be excess of Consultant’s insurance and shall not be contribute with it. Consultant’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. Subconsultants. Consultant shall include all subconsultants as insureds under its policies or shall require and verify separate certificates and endorsements have been obtained for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

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

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 14 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".

15. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 19, herein below) a written report (in a form acceptable to City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance company(ies), and (d) a detailed description of the damage(s) and whether any City property was involved.

16. INDEMNIFICATION/SAVE HARMLESS. To the fullest extent permitted by law, the Consultant shall: (1) immediately defend, and (2) indemnify City, its, officers, officials, directors, employees, and volunteers from and against all liabilities regardless of nature or type arising out of or resulting from Consultant's performance of Services, or any negligent or wrongful

act or omission of Consultant or Consultant's officers, employees, agents, or subconsultants. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

In the event that Consultant or any employee, agent, or subconsultant of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

Consultant/Subconsultant'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.

17. LICENSES, PERMITS, ETC. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to

practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Newark Business License.

18. TERM/TERMINATION.

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

B. Notwithstanding the provisions of paragraph 18 Section A above, City may terminate this Agreement at any time and without cause upon written notification to Consultant. Consultant may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of City to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to City hereunder.

19. CONTRACT ADMINISTRATION. This Agreement shall be administered by **STEVEN TURNER, COMMUNITY DEVELOPMENT DIRECTOR** of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator or his/her designee.

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

BAIRD + DRISKELL
COMMUNITY PLANNING

JOSHUA ABRAMS, PRINCIPAL
Consultant

Address: 2635 Benvenue Street
Berkeley, CA 94704

CITY OF NEWARK

STEVEN TURNER
Administrator

City of Newark
Attn: Steven Turner
37101 Newark Boulevard
Newark, CA 94560

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

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

23. 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.

24. 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.

25. 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.

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

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

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

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

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

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

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

CITY OF NEWARK,
a municipal corporation

Baird + Driskell Community
Planning
a California C Corporation

By _____
City of Newark

By _____
Consultant

Date _____

Date _____

Joshua Abrams
Printed Name

Attest:

City Clerk

Date _____

Approved as to form:

City Attorney

Date _____

EXHIBIT A

SCOPE OF SERVICES

Project Management and Coordination

Led by Paul Peninger, the Consultant team will work hand in hand with City staff to manage all aspects of the Housing Element Update and will assume primary responsibility for overseeing the tasks to be completed simultaneously by ESA (i.e., the Safety Element, CEQA Analysis and Environmental Justice Element). This task will include communication and coordination between Consultant and Newark staff, including meetings, phone conferences, email exchanges, and other communications to ensure timely delivery and adoption of the City's updated Housing Element. In addition, Consultant and ESA will work with Newark staff to schedule regular communications with assigned HCD staff as needed throughout the term of the Housing Element update.

Community Outreach and Engagement

The Consultant team will develop a program that effectively reaches, educates and engages the community throughout the Housing Element update. This will include strategies to ensure broad inclusion, particularly of hard to reach groups and special needs populations, with special attention given to communicating information so it is accessible and easy to understand. Outreach is expected to begin early in the process and continue throughout for feedback on important topics such as draft ideas, site options, the draft Housing Element and environmental review.

Beyond traditional in-person community meetings and virtual Zoom workshops, the Consultant team will work with City staff to design an outreach plan which includes direct engagement at community events such as farmers markets, school events and other opportunities to provide citizens with the opportunity to learn about and provide feedback on the Housing Element update. Specific key components of the outreach and engagement strategy will include, but not be limited, to the following:

Designing and launching a Housing Element update website to be maintained by Consultant staff. The web site will be used to provide regular updates to the community on the Housing Element and to provide opportunities for ongoing virtual participation.

Designing and implementing surveys and questionnaires to gather community feedback. For this task we will also leverage the Balancing Act tool to elicit community feedback directly on different policy and program ideas for the Housing Element.

Up to two (2) community workshops to be held via zoom or in person.

Up to three (3) stakeholder focus groups for the development community, neighborhood groups, community-based organizations, and others.

Up to two (2) Planning Commission and (2) City Council presentations.

Throughout the community engagement process and in keeping with the need to be fully inclusive to all members of the community, every effort will be made to make meetings and materials available in Spanish and other languages as needed.

Review Existing Housing Element

Consultant will building on existing analysis already conducted by City staff to review the current Housing Element and identify Newark's success in accomplishing/implementing the identified goals, policies and programs; and provide explanations and updates where goals, policies or programs are in progress, have been abandoned or have not proven effective.

Housing and Special Housing Needs

ABAG's Regional Housing Technical Assistance Program has provided Newark -specific graphs and narratives for all required data, including population, demographic, housing, market conditions and regional comparisons. Although this document has been completed, Consultant will build on this data package by integrating recent data from the 2020 Decennial Census as well as State and local data. This will include data that addresses all AFFH requirements per AB 686 and guidance from HCD.

Housing Constraints

For this task, Consultant will identify and analyze potential and actual governmental and nongovernmental constraints for the preservation, protection or production of housing across income levels within the city. As viable, this task will draw on any relevant surveys and/or analyses prepared on comparative fee and permit processing times by the Alameda County Collaborative.

Sites Inventory

Leveraging the ABAG HESS tool and city resources, Consultant will prepare the sites inventory section of the Housing Element, demonstrating how Newark will satisfy its RHNA for each income category. This will include identifying safe assumptions, evaluating sites and analyzing potential policy strategies to increase site capacity, demonstrating development viability (per State law) and inputting the information into HCD's electronic form for submittal with the updated element. This will include consideration of the State requirement for maintaining an adequate housing sites inventory throughout the eight-year planning period.

Optional Task: Rezoning

Only as needed, Consultant and ESA will work with Newark staff to identify potential areas for rezoning. Rezoning and related environmental analysis will need to be fully scoped as needed building on the sites inventory analysis.

Goals, Policies, Programs and Quantified Objectives

Building on previous sections of the Housing Element, we will identify goals, policies, programs and quantified objectives to include in the Housing Element to ensure compliance with State law and effective response to the housing needs, constraints and key priorities identified through the update process. This task includes ensuring responsiveness to priorities articulated through the community engagement process as well as ensuring internal consistency with other elements of the General Plan. This task will include identification of other General Plan policy updates or revisions needed to ensure consistency.

Draft Housing Element and Public Hearings

This task will include preparing and submitting an Administrative Draft Housing Element for Newark staff to review. Staff will provide a comprehensive set of desired changes. Once edits are complete, we will prepare a draft Housing Element that is made available to the public and presented to both the Planning Commission and City Council at public hearings. Based on Commission and Council input, prepare a HCD review draft and submit to HCD for the mandated review.

Final Draft Hearings, Final Adoption and Certification

The Consultant team will work closely with HCD and Newark staff to respond to any comments and produce a final draft Housing Element for adoption. This will include presenting to the Planning Commission and City Council at public hearings. Consultant will prepare the final Housing Element, including any changes from the public hearings, and submit to HCD for final certification as well as the water/sewer district and the California Office of Planning and Research.

Newark Housing Element Update Budget					
	Hours by Staff Person				\$
	PP	KW	HHA	Total	
Task 1: Project Management	60	20	60	140	\$24,200
Task 2: Community Engagement	60	20	80	160	\$27,200
Task 3: Review Existing Housing Element	40	-	40	80	\$13,800
Task 4: Housing Needs	24	-	60	84	\$13,680
Task 5: Housing Constraints	24	16	60	60	\$16,480
Task 6: Sites Inventory	60	40	60	160	\$27,700
Task 7: Goals, Policies	60	20	-	80	\$15,200
Task 8: Draft and Public Hearings	32	24	24	80	\$14,040
Task 9: Final Hearings, Adoption and Certification	32	24	24	80	\$14,040
TOTAL	392	164	408	924	\$166,340
Contingency (10%)					\$16,634
Optional Task: Rezoning of Sites					\$50,000
Billing Rates					
Paul Peninger, Principal				\$195	
Kristy Wang, Senior Associate				\$175	
Hugo Hamlin Agosto, Associate				\$150	

EXHIBIT B

PAYMENT

The Consultant team will charge for our service according to the following hourly rates for an amount not to exceed \$182,974 including a 10% contingency but not including the optional task “Rezoning of Sites”

Paul Peninger, Principal:	\$195
Kristy Wang, Senior Associate:	\$175
Hugo Hamlin Agosto, Associate:	\$150

EXHIBIT C

QUALIFICATIONS

About Us

For over 25 years, Baird + Driskell Community Planning has been a national leader in developing and implementing housing policy. Headquartered in Alameda County, we are proud of our decades of experience in providing quality, innovative and thoughtful planning solutions. Our work has built stronger, more attractive and more vibrant communities through effective collaboration.

At Baird + Driskell, we combine a strong background in numerous fields – housing, land use, long-range planning, community design, environmental review and project management – with expertise in participatory processes and public information. Our extensive experience working with diverse communities is applied to every project, which often brings a fresh perspective to challenging issues. By collaborating closely with staff and community members we ensure that planning efforts support community-building as well as the development of responsive and responsible solutions.

Here are some key aspects of our approach to housing and to working with our clients:

Broad and Deep Expertise

We have worked in leading-edge communities around the country on designing and delivering housing solutions and are deeply engaged in state and regional housing policy initiatives. We are plugged-in to the evolving nature of state law, and interact almost daily with key staff at HCD and ABAG. We also know from experience that cookie-cutter approaches don't work. Every policy and program needs to be grounded in local realities and tailored to meeting local needs.

Meaningful Engagement

We are able to tailor solutions to local needs by ensuring meaningful engagement from those who will be served or impacted by policy and program decisions. We are skilled facilitators, listeners and communicators, able to translate complex technical information into accessible language and visuals that people can understand. We value partnering with local organizations and community members to ensure continued participation and we always welcome the involvement of local groups.

Focused on Outcomes

We keep our focus on delivering outcomes that matter to communities, avoiding endless studies and non-productive data-holes that distract from getting things done that move the needle on critical housing issues.

Consistently Collaborative

We believe that the most effective strategies and solutions are developed in close collaboration with those who will be responsible for carrying them out. We work as an extension of our clients' staff teams, getting to know them, how they work, and what they need. We enjoy working as a team and have fun doing it.

Responsive and Nimble

We listen to what's needed, and respond. We shift gears, redirect and adjust scopes as needed to make sure we remain focused on what's most important as situations, contexts and needs evolve.

Commitment of Senior Staff

Paul Peninger and David Driskell will serve as lead staff for this engagement, bringing their more than 50 years of experience in local government housing policy and program development and implementation. Joshua Abrams and Brandi Campbell Wood will also be available to assist as needed, leveraging their experience in working with dozens of Bay Area local governments on housing policies and programs. Our small, flexible and deeply

collaborative team will work together to ensure high quality and excellence of delivery in all aspects of our work for the City of Newark.

Experience Providing Similar Services

Baird + Driskell is known for our housing expertise. From our ongoing housing policy and program work with Bay Area jurisdictions through the 21 Elements collaborative, to specific engagements for individual cities and counties across California, we have deep experience across all of the types of potential policies and programs listed in the RFQ, including:

Regional and State Agency Engagement and Collaboration

Baird + Driskell was recently retained by ABAG/MTC to manage housing technical assistance and training programs under the Regional Early Action Planning (REAP) grants program. This builds on our extensive experience assisting Bay Area cities and counties to effectively engage with regional agencies as well as with the State HCD.

Inclusionary Housing

Paul is a recognized leader in the area of inclusionary housing policy having worked on dozens of feasibility studies and policy design projects across the US, including many Bay Area jurisdictions.

Renter Protections

Baird+Driskell staff have worked on numerous studies and projects in California and throughout the country looking at feasible options for local jurisdictions to protect existing renters of naturally occurring affordable housing.

Retention of Existing, Naturally Affordable Housing Within our Community

We have also assisted cities and counties with understanding feasible policy and program options for protecting and retaining existing “naturally” affordable housing through either direct homeowner and renter assistance programs to parenting with local community housing trusts to acquire and protect these critical resources.

Housing Impact Fee Program Design and Implantation

In San Mateo County through the 21 Elements process and in other jurisdictions statewide and nationally, we have assisted cities like Newark in structuring impact fee programs that can leverage city resources to achieve local housing preservation and production objectives.

Resumes

We are a mission-driven small firm that commits experienced senior-level staff to every project. Together, principals Joshua Abrams, David Driskell and Paul Peninger have decades of planning experience, and are involved in all aspects of the day-to-day management of projects.



Joshua Abrams
Principal

Josh has more than 15 years of professional planning experience working on a range of strategic planning issues. He has managed numerous projects in the areas of organizational development, housing, land use planning, long-range comprehensive planning, community design and transportation. In all of these projects, particular emphasis has been given to ensuring effective and meaningful participation of key stakeholders as well as the general public in the planning and

design process. Josh has a strong process- orientation and technical planning background.

He is a seasoned meeting facilitator, writer and editor with expertise in packaging technical information in a way that is accessible to a wide audience. He is also a certified mediator and has helped participants solve disputes in dozens of cases. He has served on the board of directors of the Northern California Land Trust for almost a decade and wrote an article for the Journal of the American Planning Association entitled “The Zoning Dispute Whisperer: Adding mediation to the planner’s toolkit.” Before coming to Baird + Driskell Community Planning, Josh founded the Community Planning Collaborative in Ithaca, New York.

Notable recent projects include 21 Elements Grand Nexus Study, San Mateo County ADU Workbook and Toolkit, Napa and Sonoma County ADU Workbook and Toolkit, and Marin Countywide Housing Workbook.

Education

Master of City and Regional Planning, Cornell University

Bachelor of Arts, Biology and Environmental Studies, Carleton College

Professional Experience

Principal, Baird + Driskell Community Planning,
Berkeley, CA Planner, Moore Iacofano Goltsman, Inc.,
Berkeley, CA Principal, Community Planning
Collaborative, Ithaca, NY

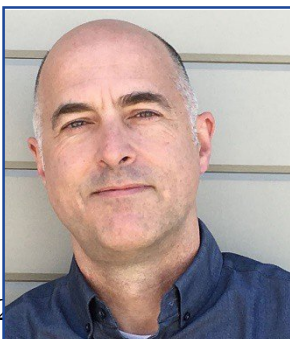
Professional Memberships

American Planning Association

David Driskell

Principal

David has over 30 years of experience in community planning, working with grassroots organizations, local governments and international agencies to develop and facilitate participatory processes that help groups define and



achieve their goals. As a local government executive, an academic and a consultant, he has facilitated dozens of planning processes.

After co-founding Baird + Driskell Community Planning in the 1990s and leading projects in the Bay Area, New York and New Jersey, David served as UNESCO Chair for Growing Up in Cities at Cornell University and subsequently as Executive Director for Planning, Housing and Sustainability for the City of Boulder, CO and Deputy Director for the Office of Planning and Community Development in

Seattle. In these capacities he has led and managed projects on a wide range of issues, including affordable housing, land use and zoning, equitable development, climate action and resilience, energy systems, development review, transit-oriented development, long range planning and organizational change.

David is deeply committed to participation, sustainability and urban design. While at Cornell he led an international action research network to engage young people in very low-income areas around the world, with a particular focus in New York City and Nairobi. He authored the book *Creating Better Cities with Children and Youth*.

In Seattle he has led the city's Placemaking Team, created the department's "Leading with Equity" team, and guided development of a 20-year vision for downtown.

David has also taught classes on participatory planning at Cornell, Stanford, and UC Berkeley; led training courses in Canada, The Netherlands, Jordan, India, Kenya and the US. He is passionate about creating and sustaining community environments that are inclusive, healthy and inspiring.

Education

Master of City Planning, Massachusetts Institute of Technology Public Affairs Fellowship, Coro Foundation (San Francisco) Bachelor of Arts, Urban Studies, Stanford University

Professional Memberships

ICLEI-USA (Local Governments for Sustainability), Board member American Planning Association



Paul Peninger

Principal

Paul is an urban economist with more than 235 years of professional planning experience. He is a noted housing policy expert and

has successfully led affordable and workforce housing plans, implementation projects and policy studies for both large and small jurisdictions across the country. In addition to housing, Paul also specializes in real estate feasibility analysis and finance spanning the full range of land use and development types. As both an urban planner and economist, Paul focuses on the policy and planning

intersections between economic feasibility, planning and sustainable development.

Prior to joining the firm, Paul was a Vice President for AECOM's Design, Planning and Economics practice in the Pacific region of the United States, and also led economics projects relating to sustainability and resilience across the Americas. He has also been an appointed lecturer in land economics for the Master of Urban Design program at the University of California, Berkeley since 2002, and currently teaches a course on urban economics for Berkeley's graduate program in real estate development and design.

He currently serves as a member of the Housing Subcommittee of the Association of Bay Area Governments Regional Planning Committee, and sits on the San Francisco Bay Area Planning and

Urban Research Association Urban Infrastructure Council. A native of California, Paul has lived and worked in Latin America and is fluent in Spanish.

Education

Master of City and Regional Planning, UC
Berkeley Bachelor of Arts, UC Santa Cruz

Professional Experience

Principal, Baird + Driskell Community Planning, Berkeley, CA
Principal, Peninger Consulting, San Francisco, CA

Vice President, Economics, AECOM, San
Francisco, CA Principal, BAE Urban
Economics, Berkeley, CA

Co-Policy Director, NPH, San Francisco, CA

Program Officer, Local Initiatives Support Corporation, Oakland,
CA

Professional Memberships

American Planning Association



STAFF REPORT

Item F. 1.

DATE 04/14/2022
TO Honorable Mayor and City Council Members
FROM Soren Fajeau, Public Works Director
SUBJECT Resolution to Initiate Proceedings for the Levy and Collection of Assessments for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18, and 19 for fiscal year 2022-2023

RECOMMENDATION

Staff recommends that the City Council, by resolution, initiate proceedings for the levy and collection of assessments for Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18 and 19 in accordance with the provisions of the Landscaping and Lighting Act of 1972 for fiscal year 2022-2023.

EXECUTIVE SUMMARY

The City of Newark previously completed all necessary proceedings to establish Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18 and 19 in order to fund ongoing landscaping and lighting maintenance and improvements at various locations in the City. For each upcoming fiscal year, it is necessary for the City Council to initiate proceedings for the levy and collection of assessments for each established district. This includes providing staff with direction to prepare and file annual Engineer's Reports detailing such assessments for the City Council's consideration in advance of required public hearings for each district. For the upcoming fiscal year there are no changes to existing improvements nor are there any items being added to the list of improvements for the districts.

BACKGROUND

The City Council has previously created Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18 and 19 to provide for the operation and maintenance of certain landscaping and lighting improvements pursuant to the Landscaping and Lighting Act of 1972. These districts are as follows:

Landscaping and Lighting District No. 1: Central Avenue between Filbert Street and Willow Street - Provides for the maintenance of median landscaping on Central Avenue between Filbert Street and Willow Street and buffer landscaping adjacent to the Alameda County Flood Control channel immediately west of Filbert Street, and for the maintenance and operation of median streetlights along this portion of Central Avenue.

Landscaping and Lighting District No. 2: Jarvis Avenue and Newark Boulevard

adjacent to Dumbarton Technology Park and Four Corners shopping centers - Provides for the maintenance of Jarvis Avenue and Newark Boulevard median island and in-tract buffer landscaping and landscape irrigation systems adjacent to and within the boundaries of Tract 5232, the Dumbarton Industrial Park, and the Four Corners shopping centers.

Landscaping and Lighting District No. 4: Stevenson Boulevard and Cherry Street adjacent to New Technology Park - Provides for the maintenance of Stevenson Boulevard median island landscaping from the Nimitz Freeway to the railroad tracks west of Cherry Street and maintenance of median islands and up to 50 feet of greenbelt landscaping adjacent to Cherry Street and the interior loop streets within the boundaries of Stevenson Point Technology Park, the maintenance of landscaping across from the Newark Unified School District property on Cherry Street, and the street lighting maintenance, trash capture device maintenance, and neighborhood park maintenance of Zone 2 - Sanctuary.

Landscaping and Lighting District No. 6: Cedar Boulevard, Duffel Redevelopment Area No. 2 - Provides for the maintenance of all street landscaping within the public right-of-way, and landscaping and landscape irrigation systems within easement areas and developed properties in Redevelopment Area No. 2 at Cedar Boulevard and Stevenson Boulevard, plus the Stevenson Station Shopping Center.

Landscaping and Lighting District No. 7: Newark Boulevard, Rosemont Square Shopping Center - Provides for the maintenance of buffer landscaping and the landscape irrigation system within the public right-of-way and easement areas for Rosemont Square Shopping Center.

Landscaping and Lighting District No. 10: Consolidated District - Provides for the maintenance of landscaping and landscape irrigation systems within the right-of-way and easement areas for all of the Inactive Subdistricts.

Landscaping and Lighting District No. 11: Edgewater Drive medians - Provides for the maintenance of landscaped medians on Edgewater Drive.

Landscaping and Lighting District No. 13: Citation Homes and Bren Development/ Thornton Avenue - Provides for maintenance of the landscaping and irrigation systems for Thornton Avenue, Cedar Boulevard, Willow Street, and other streets within these subdivisions. This district was relieved from the responsibility for maintenance of median landscaping on Thornton Avenue in May 1997. This district is therefore now an inactive district.

Landscaping and Lighting District No. 15: Robertson Avenue at Iris Court - Provides for the maintenance of the landscaping and irrigation systems on Robertson Avenue at Iris Court.

Landscaping and Lighting District No. 16: Kiote Drive in Tract 6671 - The maintenance of landscaping and the landscape irrigation system within the public right-of-way and

adjacent easement along the street frontage of Kiote Drive in Tract 6671 and the landscaping, irrigation system, recreation facilities, and storm drainage pump station and filtration system for the mini-park common area.

Landscaping and Lighting District No. 17: Newark Boulevard and Mayhews Landing Road in Tract 7004 – The maintenance of landscaping and the landscape irrigation system within the public right-of-way of the Newark Boulevard and Mayhews Landing Road frontages of Tract 7004.

Landscaping and Lighting District No. 18: Cedar Boulevard median on the frontage of Tract 8130 – The maintenance of landscaping and the landscape irrigation system within the Cedar Boulevard median area along the frontage of Tract 8130 between Central Avenue and Smith Avenue.

Landscaping and Lighting District No. 19: Willow Street and Enterprise Drive in the Bayside Newark Transit Oriented Development – Provides for the maintenance of landscaping and the landscape irrigation system within the Willow Street and Enterprise Drive medians and traffic circles, maintenance of public street lighting systems, and maintenance of other improvements in the Bayside Newark Transit Oriented Development.

DISCUSSION/ANALYSIS

There are no new proposed improvements or substantial changes this year to existing improvements within any of the established Landscaping and Lighting Districts. With City Council's direction, staff will prepare Engineer's Reports for the City Council's consideration which detail the potential levy and collection of annual assessments for each district for fiscal year 2022-2023.

In accordance with the Landscaping and Lighting Act of 1972 and the Government Code, the City Council is required to conduct a public hearing regarding the levy of annual assessments for the upcoming fiscal year. The City must publish a hearing notice, accept the annual Engineer's Reports for each district and conduct a public hearing. At subsequent meetings, the City Council will be asked to consider and approve the completed Engineer's Reports and to schedule a public hearing for the proposed annual assessments.

FISCAL IMPACT

The recommended action by the City Council has no fiscal impact to the current 2020-2022 Biennial Budget and Capital Improvement Plan or 2022-2024 Biennial Budget and Capital Improvement Plan draft in progress. In order to fund the established Landscaping and Lighting Districts for fiscal year 2022-2023, additional action will be required by the City Council at subsequent meetings pursuant to the Landscaping and Lighting Act of 1972.

REVIEW AND APPROVAL

Prepared by – Soren Fajeau, Public Works Director
Reviewed by – Kristopher J. Kokotaylo, City Attorney
Approved by – Lenka Hovorka, Assistant City Manager

Attachments

Resolution

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK INITIATING PROCEEDINGS FOR THE LEVY AND
COLLECTION OF ASSESSMENTS FOR

LANDSCAPING AND LIGHTING DISTRICT
NOS. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18 and 19
(Pursuant to the Landscaping and Lighting Act of 1972)

WHEREAS, the City Council of the City of Newark previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (the “Act”) to establish Landscaping and Lighting District Nos. 1, 2, 4, 6, 7, 10, 11, 13, 15, 16, 17, 18 and 19 (the “Districts”) in order to fund ongoing maintenance and improvements authorized under the Act; and

WHEREAS, there are no other new proposed improvements or any substantial changes to existing improvements in any of the Districts; and

WHEREAS, Section 22620, et seq. of the Act provides for the levy of annual assessments after formation of the Districts; and

WHEREAS, the City designates the City Engineer to prepare and file reports in accordance with Section 22565, et seq., of the Act (the “Engineer’s Reports”); and

WHEREAS, pursuant to Section 22622 of the Act, the City Council wishes to initiate proceedings to provide for the levy of assessments for Fiscal Year 2022-2023 in order to provide for the necessary costs and expenses pertaining to the maintenance of the improvements within the Districts.

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

1. Engineer’s Reports: The City Council hereby orders the City Engineer prepare and file with the City Clerk the annual Engineer’s Reports concerning the levy and collection of assessments within the Districts for the fiscal year commencing July 1, 2022, and ending June 30, 2023, in accordance with Section 22565, et seq., of the Act.

2. New Improvements or Changes to Existing Improvements: There are no changes to existing improvements nor are there any items being added to the list of improvements for the Districts.



STAFF REPORT

Item H. 1.

DATE 04/14/2022
TO Honorable Mayor and City Council Members
FROM Jennifer Solito, Human Resources Director
SUBJECT Closed session for conference with Labor Negotiators pursuant to California Government Code Section 54957.6. Agency designated representatives: City Manager Benoun, Assistant City Manager Hovorka, and Human Resources Director Solito; Employee Groups: the Newark Association of Miscellaneous Employees; the Newark Police Management Association; the Newark Police Association; the Confidential Employee Group; and City Officials and the Management, Supervisory, and Professional Employee Group.
